

DECLARATION OF RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by  
CARDINAL TITLE HOLDING COMPANY, an Ohio corporation, hereinafter  
referred to as "Declarant"

WITNESSETH:

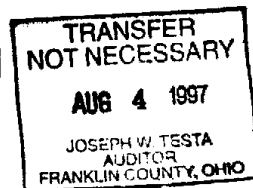
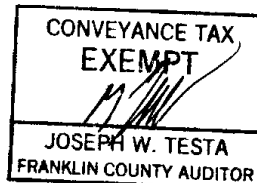
WHEREAS, Declarant is the owner of the real property situated in  
the County of Franklin, the State of Ohio, and in the City of Dublin,  
which is bounded and described as follows:

Being Lots Numbered One (1) through Ninety-Five (95)  
both inclusive, of HAWK'S NEST SECTION 1 as the same  
are numbered and delineated upon the recorded plat  
thereof, of record in Plat Book 85, Pages 26 through 29  
Recorder's Office, Franklin County, Ohio.

LAST TRANSFER OF RECORD:  
Official Record Vol. 27500, Page A-04 and A-07  
Franklin County Recorder's Office.

NOW, THEREFORE, In pursuance of a general plan for the  
protection, benefit and mutual advantage of all the lots in the  
aforementioned subdivision (hereinafter referred to as "Lots"), and  
of the persons who are now or may hereafter become owners of any of  
the Lots or parts thereof, Declarant hereby declares that all of the  
Lots shall be held, sold, and conveyed subject to the following  
easements, restrictions, covenants and conditions (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 any of the Lots. A homeowners'  
association whose members consist of the owners of at least 51% of  
the Lots shall have the right to enforce these Restrictions. These  
Restrictions shall run with the land and shall be binding for a  
period of forty (40) years from the date hereof and shall be  
automatically extended for successive periods of ten (10) years each  
unless and until after said forty year period an instrument signed by  
at least the majority of the then owners of Lots has been recorded,  
which instrument shall provide for a change in said Restrictions  
either in whole or in part, provided that any change which makes  
these Restrictions more restrictive as to any Lot shall require the  
consent of the owner of the affected Lot or Lots.

-1-



CARDINAL TITLE  
BOX

1. No dwelling, garage or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and existing trees, and the plans, specifications and details of said dwelling shall have been submitted in writing to Declarant (c/o Donald W. Kelley and Associates, 250 E. Broad Street, Columbus, Ohio 43215 or such other address as may be set forth in the lot purchase contract), its successors and assigns, and until such plans and specifications have been approved in writing by Declarant. Approval by the Declarant of such plans and specifications shall mean only that Declarant is satisfied, in Declarant's sole discretion, that said plans and specifications are harmonious and in keeping with the general plan for the subdivision and generally are architecturally harmonious with the other structures in the subdivision. No person or entity shall rely on Declarant's approval of such plans and specifications as giving rise to any representations or warranties, express or implied, and Declarant assumes no liability whatsoever in connection therewith.

If Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after the submission thereof in writing to Declarant, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved. In addition, failure of Declarant to object within six months after completion of construction of a dwelling shall be deemed an approval of the plans and specifications pursuant to this Section 1.

If Declarant ceases to exist as an entity, and this right of approval shall not have been specifically assigned to a successor in interest, (which may include a homeowners' association whose members consist of the owners of not less than fifty-one percent of the Lots), then the approval of plans and specifications as set forth hereinabove shall not be necessary and the provisions of this paragraph shall be inoperative. Said assignment by Declarant of this right of approval shall be in writing and filed with the Recorder of Franklin County, Ohio.

All construction work commenced on said premises shall be completed within one year after the start of construction thereof in accordance with the plans and specifications so approved by Declarant and Declarant shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications.

The exterior elevation of each dwelling shall feature stone, wood brick, stucco or other "natural" siding material approved by Declarant.

Swingset structures, playhouses and out structures shall be made of natural materials.

2. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding, in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions and (ii) during the construction and initial sales periods, the Property and portions thereof may be used for construction and sales purposes.

3. No dwelling on any Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period of less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a dwelling only.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

5. No temporary building, trailer, tent, shack, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant.

6. No above ground swimming pool shall be permitted upon any lot except that this Section 6 shall not be intended to prohibit the installation of a hot tub or sauna.

7. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any of the other Lots or of the owners thereof, including, without limiting the generality of the foregoing, the outside parking or storage of boats, trailers or other large or unusual vehicles in locations visible from streets or adjoining Lots (except as provided in Section 10 hereof), the outside repair of any vehicles, or the carrying on of hobbies or other activities which tend to detract from the aesthetic character of the subdivision, unless carried out or conducted within the building erected upon the Lot and not viewable nor otherwise ascertainable from either the street or adjoining properties.

8. No alcoholic beverage or drug of any kind shall be manufactured or sold on the Property or any part thereof.

9. No automobile or motor driven vehicle shall be left in public view for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such a period, the vehicle shall be considered a nuisance and detrimental to the welfare of the Lots and shall be removed therefrom.

10. No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors and other lawn or garden equipment, shall be parked or stored on any Lot unless it is in a garage or other vehicle and/or equipment enclosure out of view from the street and abutting properties. However, nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by the occupant of a dwelling on a Lot.

11. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes may be maintained on a Lot provided that no more than two dogs and two cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

12. No soil shall be removed for any commercial purposes.

13. No clothing or any household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

14. The owners of each Lot will keep that Lot and the exterior of the improvements thereon in a good state of repair and maintenance, will maintain the lawn, driveway, and surrounding areas on that Lot in neat and clean condition, keep the grass cut, and keep the Lot free of trash, rubbish, and items that would detract from the appearance of the Lots, as a whole.

15. Television and radio antennas, including dish-type satellite signal receiving stations, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or Lot. No towers or any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot.

16. No Lot shall be used or maintained as a dumping ground for rubbish or other similar material, except on a temporary basis during construction periods. All garage and other similar material shall be kept in sanitary containers. All equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition.

17. Any tank for the storage of the home heating fuel placed or maintained on any Lot shall be located below the surface of the ground or within the confines of the dwelling. No explosive fuels or substances may be stored on the premises.

18. No portion of any Lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street than the front building line of the actual building, excepting 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 Lots for walks, drives, the planting of trees or shrubbery, or the growing of flowers or other ornamental plants for the purpose of beautifying said premises.

19. Within the areas designated as "No Build Zones" on the recorded plat, no structure, dwelling, or fence shall be constructed. Within the "No Build Zones" in the rear yards of Lots 81 through and including 95, no trees may be removed, nor any site grading, construction or any improvements, or the laying of sod be done without the prior approval of the City of Dublin. Notwithstanding the foregoing, the owners of said Lots 81 through 95 shall be entitled to perform necessary and/or desirable maintenance of the area within said "No Build Zone".

20. For the purpose of preserving as many trees as possible, and for the purpose of impacting the natural quality of the Property as little as possible, the site plan submitted to Declarant as provided in Section 1 hereof shall show existing trees and include a plan for the proper care of the trees during construction and final grading. All trees beyond ten (10) feet of the foundations shall be preserved except where removal is required for installation of driveways, walks, utilities and downspout trenching, and except that dead or damaged trees, trees of undesirable species, and trees approved for removal for good cause by Declarant may be removed.

21. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the Lots unless the same is for the exclusive use of the family occupying said dwelling, and unless such garage be an integral part of said dwelling and unless and until the size, location, type, style of architecture, cost, materials, color and grade shall have first been approved in writing as required of all other construction as set forth in Section 1 hereof. No such proposed garage shall be approved unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles.

22. No sign of any kind shall be displayed to the public view on any of the aforementioned lots except one professional sign of not more than one square feet may be attached to the front of a residence, and one sign of not more than five square feet advertising

the premises for sale or for rent, and except those other signs as may be approved by Declarant intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Declarant reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the Lots.

23. The location of any and all driveways shall be and shall remain as established upon each of the Lots pursuant to the plans and specifications referred to hereinabove. No driveway shall be located, relocated, or suffered to remain upon any of the Lots except as approved by Declarant in writing.

24. A wood fence, not to exceed 4 feet in height, may be installed on a Lot except in the setback and No Build Zones. No stockade or other solid fence shall be permitted. No chain link fence shall be permitted. The owner of a Lot may install a fence around an in-ground swimming pool, provided said fence is in accordance with applicable government regulations. Plans for fencing must be approved prior to installation.

25. No Lot owner shall subdivide or convey less than the whole of any of the Lots without first obtaining the written consent of Declarant.

26. Declarant reserves unto itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each of the Lots as shown on the plat thereof, designed as utility rights-of-way, for the construction, operation and maintenance of electrical and telephone utilities, lines and conduits and water, gas and sewer lines and conduits, cable T.V. or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the Lots over or upon which easements for the installation and maintenance of such public utilities and sewer lines will be or have been granted.

27. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any of the Lots without having the following minimum square feet of livable area, exclusive of porches, basements, garages, and other unfinished space:

- A. One-story dwellings shall have a minimum of 1900 square feet.
- B. 1-1/2-story dwellings shall have a minimum living space on the first floor of 1400 square feet with the second floor finished in its entirety.
- C. Two-story dwellings shall have a minimum of 2200 square feet.

No split-level or bi-level dwellings shall be permitted on any of the Lots.

28. In connection with the Restrictions contained herein, it is hereby provided that if, in the sole opinion of Declarant, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the Lots or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of the Lots, Declarant may, in its sole discretion, permit variations in size, type, location or otherwise that will not, in its sole discretion, do material damage to any abutting or adjacent property.

29. The Declarant reserves the right to collect from the owner of each Lot an annual assessment fee (not to exceed \$50) for purposes of maintaining and beautifying the entrance areas to the subdivision, including the payment of electric bills incurred for lighting said entrance areas. Declarant reserves the right to file a certificate with the Franklin County Recorder's Office setting forth the amount of any assessments remaining unpaid for thirty days after demand for payment is made by Declarant. The amount set forth in said certificate shall be a lien against the Lot involved, which lien shall be subordinate to any mortgage loan on the Lot. The homeowners' association formed for Hawk's Nest, being a corporation not for profit known as the "Hawk's Nest Homeowners Association", shall also have the right to charge said assessment and file such liens. Said assessment may be increased above the limit hereinabove established for purposes determined by such homeowners' association by vote of the owners (not including Declarant) of at least 51% of the Lots, with each Lot entitled to one vote and at least forty Lots voting to increase the assessment.

30. The foregoing Restrictions, and each and every one of them, shall be held and considered as running with the land hereby conveyed, and with each and every part of such land, and shall be construed toward their strict enforcement whenever reasonably necessary to ensure uniformity and harmony of plan, development and use of said subdivision, and if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish such purposes. The reasonable construction placed upon them by Declarant in good faith shall be final and binding as to all persons and property benefitted or bound thereby. The invalidity of any of these Restrictions or any part thereof shall not affect those remaining Restrictions or parts thereof, nor shall any failure by Declarant, however long continued (except in case of a specific waiver thereof) to object to any breach of or to enforce any provisions whatsoever which are contained herein, be deemed as a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.

31. Declarant reserves the right, but not the obligation, in case of any violation or breach of any of the foregoing Restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision

hereof as interpreted by Declarant; and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, Declarant may enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any breach of these Restrictions.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be subscribed and made effective as of the 4<sup>TH</sup> day of AUGUST, 1997.

Signed and acknowledged  
in the presence of:

R.G. Schwind  
Witness: Ron G. Schwind  
William L. Lewis  
Witness: William L. Lewis

CARDINAL TITLE HOLDING COMPANY  
an Ohio corporation

By: [Signature] President and  
Authorized Agent

STATE OF OHIO, COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of AUGUST, 1997, by William L. Lewis, the Authorized Agent of Cardinal Title Holding Company, an Ohio corporation, on behalf of the corporation.



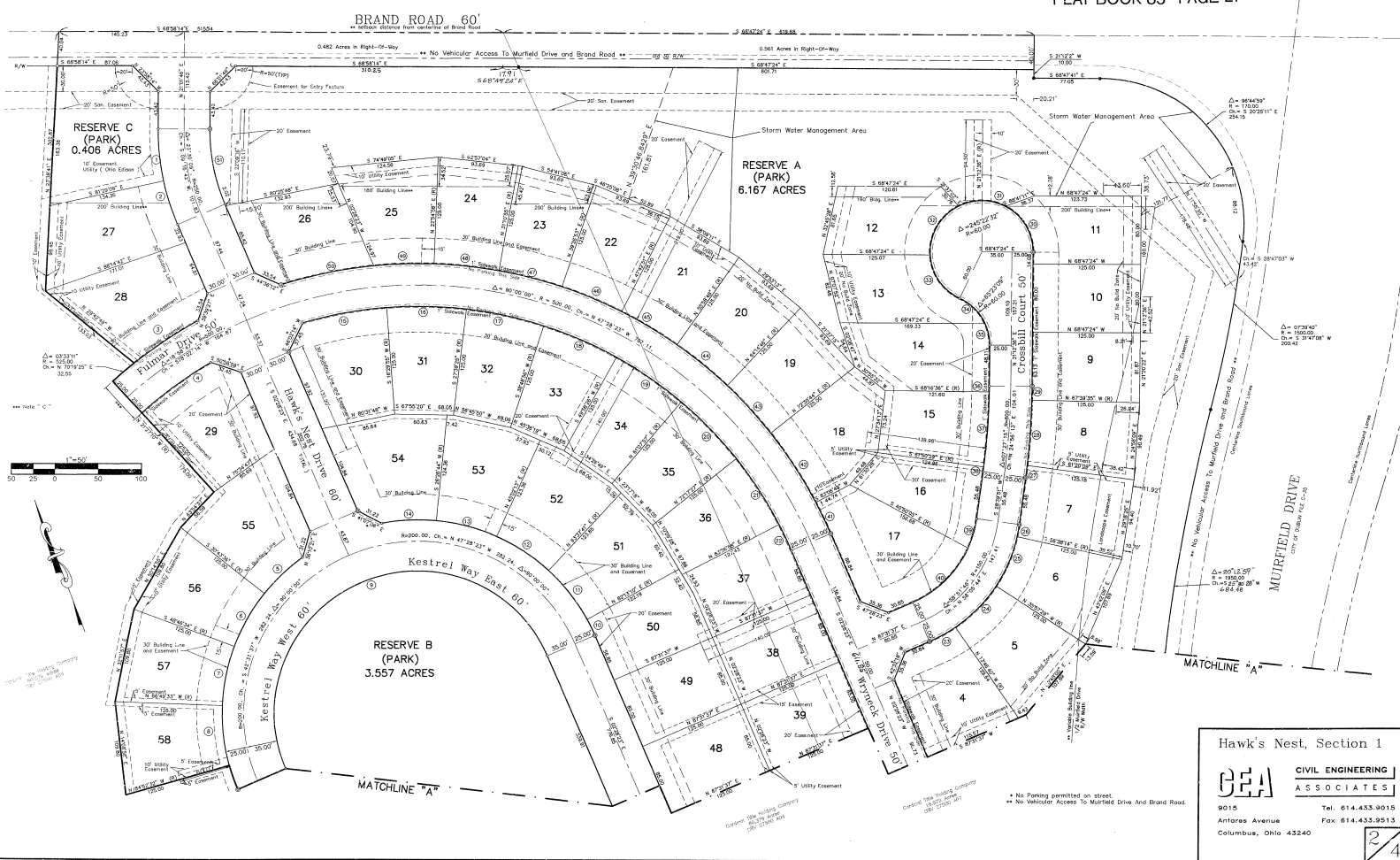
RON G. SCHWIND  
Notary Public, State of Ohio  
My Commission Expires  
Nov. 18, 2001

[Signature]  
Notary Public

This instrument prepared by:  
Timothy M. Kelley, Attorney at Law  
250 E. Broad St., Columbus, Ohio 43215







Hawk's Nest, Section 1

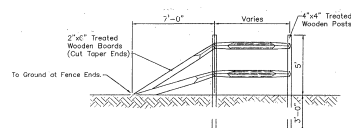
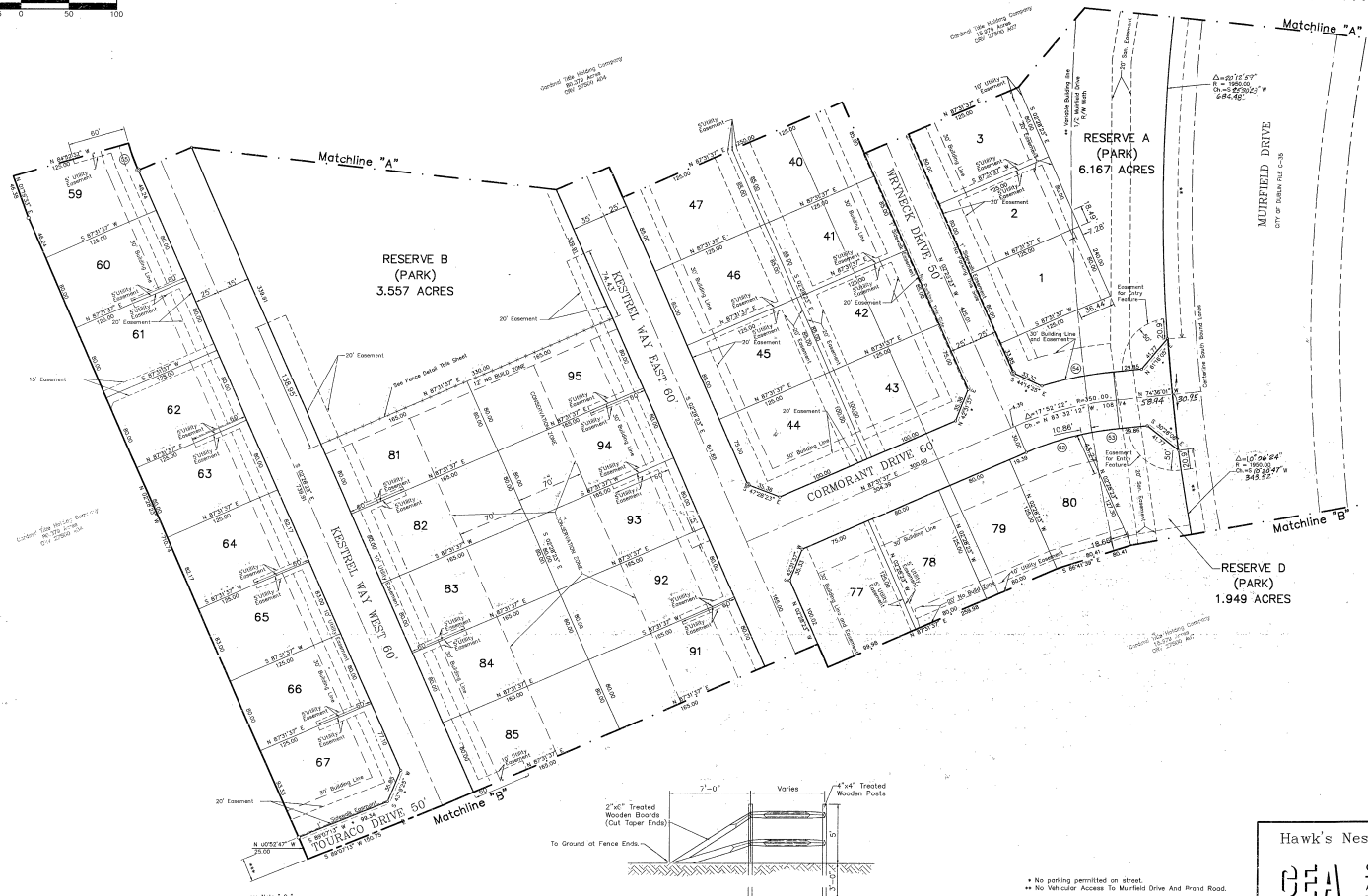
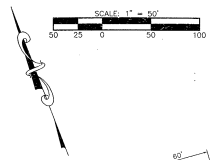
**CEA**

**CIVIL ENGINEERING  
ASSOCIATES**

9015  
Antares Avenue  
Columbus, Ohio 43240

Tel. 614.433.9015  
Fax 614.433.9513

2/4



Split-Rail Fence Detail  
Not to Scale

• No parking permitted on street.  
• No Vehicular Access to Muirfield Drive And Front Road.

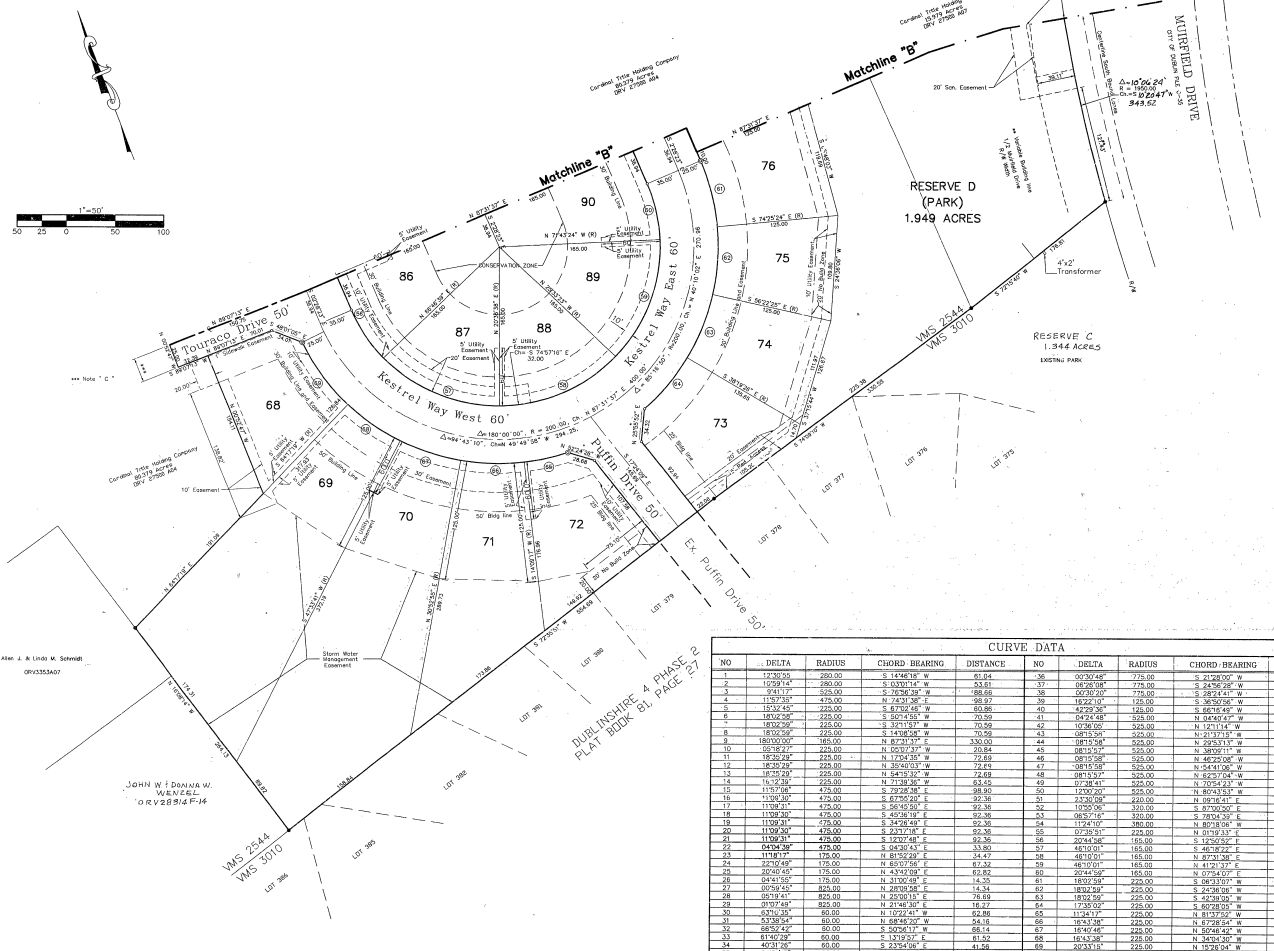
Hawk's Nest, Section 1

**CEA** CIVIL ENGINEERING ASSOCIATES

9015 Antares Avenue  
Columbus, Ohio 43240

Tel. 614.433.9016  
Fax 614.433.9513

3/4



No Parking Permitted on street  
No Vehicular Access To Hurfield Drive And Grand Road

**CURVE DATA**

NO	DELTA	RADIUS	CHORD BEARING	DISTANCE	NO	DELTA	RADIUS	CHORD BEARING	DISTANCE
1	17.30.00	280.00	S 14°46'18" W	61.64	36	00°30'48"	775.00	S 21°28'00" W	6.84
2	10.59.14	280.00	S 53°05'14" W	53.61	37	08°38'08"	775.00	S 24°56'28" W	87.00
3	02°41'17"	325.00	S 75°26'02" W	68.66	38	00°30'20"	775.00	S 28°14'41" W	6.84
4	10.59.14	475.00	N 75°25'06" E	69.87	39	18°22'00"	125.00	S 30°50'08" W	35.58
5	12.52.45	225.00	S 67°39'48" W	60.86	40	42°29'20"	125.00	S 66°15'45" W	90.60
6	10.02.26	225.00	S 77°13'06" E	70.59	41	04°14'48"	265.00	N 08°40'45" W	46.43
7	10.02.26	225.00	S 34°11'31" W	70.59	42	10°38'00"	265.00	N 13°11'14" W	87.00
8	18.00.00	225.00	S 14°46'18" W	70.59	43	08°13'20"	265.00	N 21°12'13" W	75.64
9	18.00.00	185.00	N 82°21'17" E	330.00	44	08°13'20"	265.00	N 23°53'17" W	75.64
10	10.59.14	225.00	N 60°01'41" W	70.84	45	08°13'20"	265.00	N 38°57'17" W	75.64
11	18.30.24	225.00	N 12°41'55" W	72.68	46	08°13'20"	265.00	N 49°25'08" W	75.64
12	18.30.24	225.00	N 35°43'17" E	72.68	47	08°13'20"	265.00	N 54°41'08" W	75.64
13	18.30.24	225.00	N 54°33'34" W	72.68	48	08°13'20"	265.00	N 62°27'04" W	75.64
14	16.32.39	225.00	N 71°28'38" E	63.65	49	07°28'41"	265.00	N 70°24'31" W	75.64
15	11.57.08	475.00	S 78°28'38" E	98.90	50	17°00'20"	265.00	N 80°23'33" W	109.81
16	11.57.08	475.00	S 67°28'38" E	92.36	51	13°29'08"	265.00	N 92°04'41" E	86.61
17	11.57.08	475.00	S 56°45'50" E	92.36	52	12°29'08"	330.00	S 87°00'00" E	60.89
18	11.57.08	475.00	S 45°28'39" E	92.36	53	07°29'08"	330.00	S 78°00'00" E	98.84
19	11.57.08	475.00	S 34°11'31" E	92.36	54	11°24'10"	380.00	N 87°00'00" W	75.64
20	11.57.08	475.00	S 22°53'41" E	92.36	55	07°29'08"	330.00	N 91°13'17" E	93.81
21	11.57.08	475.00	S 12°02'48" E	92.36	56	20°44'36"	185.00	S 12°50'52" E	59.43
22	04°34'36"	475.00	S 04°30'41" E	31.93	57	48°10'01"	185.00	S 48°10'01" E	128.36
23	11.18.17	175.00	N 85°52'29" E	31.47	58	48°10'01"	185.00	N 87°31'38" E	128.36
24	22°02'45"	175.00	N 60°12'08" E	61.52	59	48°10'01"	185.00	N 41°21'37" E	128.36
25	22°02'45"	175.00	N 43°43'08" E	61.82	60	22°44'36"	185.00	N 07°54'07" E	58.43
26	09°15'45"	175.00	N 30°30'38" E	14.55	61	18°01'59"	225.00	S 08°10'01" W	70.59
27	09°15'45"	825.00	N 28°09'38" E	14.34	62	18°01'59"	225.00	S 24°38'08" W	70.59
28	09°15'45"	825.00	N 20°00'17" E	70.68	63	18°01'59"	225.00	S 43°38'08" W	70.59
29	09°15'45"	825.00	N 21°48'30" E	18.27	64	17°30'02"	225.00	S 60°20'08" W	68.18
30	03°16'34"	60.00	N 10°24'17" E	6.86	65	17°30'02"	225.00	N 13°21'26" W	45.36
31	53°38'04"	60.00	N 58°48'20" W	24.18	66	16°57'28"	225.00	N 17°28'04" W	45.36
32	08°57'28"	60.00	S 50°24'17" E	61.14	67	16°57'28"	225.00	N 30°28'42" W	45.36
33	01°40'28"	60.00	S 13°12'27" E	61.62	68	16°57'28"	225.00	N 43°01'40" W	45.36
34	50°11'08"	60.00	S 22°44'08" E	41.98	69	16°57'28"	225.00	N 55°28'04" W	45.36
35	24°51'13"	60.00	S 02°48'59" E	26.89	70	16°57'28"	225.00	N 67°28'04" W	45.36

**ACREAGE**

22 Lots	28.428 Acres
Reserve	12.080 Acres
Right-Of-Way	5.375 Acres
<b>Total Acreage</b>	<b>47.743 Acres</b>

Hawk's Nest, Section 1

**CEA** CIVIL ENGINEERING ASSOCIATES

9015 Antares Avenue  
Columbus, Ohio 43240

Tel. 614.433.9015  
Fax 614.433.9513

4/4

Instr: 199810300277894 10/30/1998  
Pages: 8 Fee: \$38.00 2:27PM  
Richard B. Metcalf T19980157371  
Franklin County Recorder BXCARDINAL

**DECLARATION OF RESTRICTIONS**

THIS DECLARATION is made on the date hereinafter set forth by CARDINAL TITLE HOLDING COMPANY, an Ohio corporation, hereinafter referred to as "Declarant"

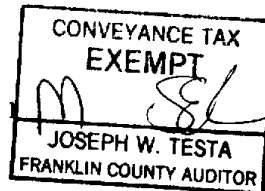
**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property situated in the County of Franklin, the State of Ohio, and in the City of Dublin, which is bounded and described as follows:

Being Lots Numbered Ninety Six (96) through One Hundred Forty, (140) both inclusive, of HAWK'S NEST SECTION 2 PHASE 1 as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 89, Pages 94 and 95 Recorder's Office, Franklin County, Ohio.

LAST TRANSFER OF RECORD:  
Official Record Vol. 27500, Page A-04 and A-07  
Franklin County Recorder's Office.

NOW, THEREFORE, In pursuance of a general plan for the protection, benefit and mutual advantage of all the lots in the aforementioned subdivision (hereinafter referred to as "Lots"), and of the persons who are now or may hereafter become owners of any of the Lots or parts thereof, Declarant hereby declares that all of the Lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions (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 any of the Lots. A homeowners' association whose members consist of the owners of at least 51% of the Lots shall have the right to enforce these Restrictions. These Restrictions shall run with the land and shall be binding for a period of forty (40) years from the date hereof and shall be automatically extended for successive periods of ten (10) years each unless and until after said forty year period an instrument signed by at least the majority of the then owners of Lots has been recorded, which instrument shall provide for a change in said Restrictions either in whole or in part, provided that any change which makes these Restrictions more restrictive as to any Lot shall require the consent of the owner of the affected Lot or Lots.



TRANSFERRED  
NOT NECESSARY  
OCT 30 1998  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CARDINAL TITLE  
BOX

1. No dwelling, garage or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and existing trees, and the plans, specifications and details of said dwelling shall have been submitted in writing to Declarant (c/o Townsend Construction Company, c/o William C. Bunstine, 250 E. Broad Street, Columbus, Ohio 43215 or such other address as may be set forth in the lot purchase contract), its successors and assigns, and until such plans and specifications have been approved in writing by Declarant. Approval by the Declarant of such plans and specifications shall mean only that Declarant is satisfied, in Declarant's sole discretion, that said plans and specifications are harmonious and in keeping with the general plan for the subdivision and generally are architecturally harmonious with the other structures in the subdivision. No person or entity shall rely on Declarant's approval of such plans and specifications as giving rise to any representations or warranties, express or implied, and Declarant assumes no liability whatsoever in connection therewith.

If Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after the submission thereof in writing to Declarant, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved. In addition, failure of Declarant to object within six months after completion of construction of a dwelling shall be deemed an approval of the plans and specifications pursuant to this Section 1.

If Declarant ceases to exist as an entity, and this right of approval shall not have been specifically assigned to a successor in interest, (which may include a homeowners' association whose members consist of the owners of not less than fifty-one percent of the Lots), then the approval of plans and specifications as set forth hereinabove shall not be necessary and the provisions of this paragraph shall be inoperative. Said assignment by Declarant of this right of approval shall be in writing and filed with the Recorder of Franklin County, Ohio.

All construction work commenced on said premises shall be completed within one year after the start of construction thereof in accordance with the plans and specifications so approved by Declarant and Declarant shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications.

The exterior elevation of each dwelling shall feature stone, wood brick, stucco or other "natural" siding material approved by Declarant.

Swingset structures, playhouses and out structures shall be made of natural materials.

2. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts,

conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding, in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions and (ii) during the construction and initial sales periods, the Property and portions thereof may be used for construction and sales purposes.

3. No dwelling on any Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period of less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a dwelling only.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

5. No temporary building, trailer, tent, shack, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant.

6. No above ground swimming pool shall be permitted upon any lot except that this Section 6 shall not be intended to prohibit the installation of a hot tub or sauna.

7. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any of the other Lots or of the owners thereof, including, without limiting the generality of the foregoing, the outside parking or storage of boats, trailers or other large or unusual vehicles in locations visible from streets or adjoining Lots (except as provided in Section 10 hereof), the outside repair of any vehicles, or the carrying on of hobbies or other activities which tend to detract from the aesthetic character of the subdivision, unless carried out or conducted within the building erected upon the Lot and not viewable nor otherwise ascertainable from either the street or adjoining properties.

8. No alcoholic beverage or drug of any kind shall be manufactured or sold on the Property or any part thereof.

9. No automobile or motor driven vehicle shall be left in public view for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such a period, the vehicle shall be considered a nuisance and detrimental to the welfare of the Lots and shall be removed therefrom.

10. No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors and other lawn or garden equipment, shall be parked or stored on any Lot unless it is in a garage or other vehicle and/or equipment enclosure out of view from the street and abutting properties. However, nothing herein shall

prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by the occupant of a dwelling on a Lot.

11. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes may be maintained on a Lot provided that no more than two dogs and two cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

12. No soil shall be removed for any commercial purposes.

13. No clothing or any household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

14. The owners of each Lot will keep that Lot and the exterior of the improvements thereon in a good state of repair and maintenance, will maintain the lawn, driveway, and surrounding areas on that Lot in neat and clean condition, keep the grass cut, and keep the Lot free of trash, rubbish, and items that would detract from the appearance of the Lots, as a whole.

15. Television and radio antennas, including dish-type satellite signal receiving stations, whether rooftop or ground mounted, shall be placed in the rear yard and shall be screened from view of adjacent residences and public streets. Dish-type satellite signal receiving stations shall not exceed one meter in diameter. No towers or any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot.

16. No Lot shall be used or maintained as a dumping ground for rubbish or other similar material, except on a temporary basis during construction periods. All garage and other similar material shall be kept in sanitary containers. All equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition.

17. Any tank for the storage of the home heating fuel placed or maintained on any Lot shall be located below the surface of the ground or within the confines of the dwelling. No explosive fuels or substances may be stored on the premises.

18. No portion of any Lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street than the front building line of the actual building, excepting 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 Lots for walks, drives, the planting of trees or shrubbery, or the growing of flowers or other ornamental plants for the purpose of beautifying said premises.



A minimum side yard building setback shall apply to the following Lots: As to Lot 117, ten (10) feet from the northerly lot line; as to Lot 129, ten (10) feet from the southerly lot line; and as to Lot 134, ten (10) feet from the southerly lot line. In addition, to the extent possible, without restricting the design of the homes on said Lots, any "excess" side yard (beyond the minimum established by zoning and the foregoing restriction) should be placed to create as much distance as possible between the bike path and said homes.

19. Within the areas designated as "No Build Zones" on the recorded plat, no structure, dwelling, or fence shall be constructed. Within the "No Build Zones" in the rear yards of Lots 98 through and including 103, no trees may be removed, nor any site grading, construction or any improvements, or the laying of sod be done without the prior approval of the City of Dublin. Notwithstanding the foregoing, the owners of said Lots 98 through 103 shall be entitled to perform necessary and/or desirable maintenance of the area within said "No Build Zone".

20. For the purpose of preserving as many trees as possible, and for the purpose of impacting the natural quality of the Property as little as possible, the site plan submitted to Declarant as provided in Section 1 hereof shall show existing trees and include a plan for the proper care of the trees during construction and final grading. All trees beyond ten (10) feet of the foundations shall be preserved except where removal is required for installation of driveways, walks, utilities and downspout trenching, and except that dead or damaged trees, trees of undesirable species, and trees approved for removal for good cause by Declarant may be removed.

21. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the Lots unless the same is for the exclusive use of the family occupying said dwelling, and unless such garage be an integral part of said dwelling and unless and until the size, location, type, style of architecture, cost, materials, color and grade shall have first been approved in writing as required of all other construction as set forth in Section 1 hereof. No such proposed garage shall be approved unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles.

22. No sign of any kind shall be displayed to the public view on any of the aforementioned lots except one professional sign of not more than one square feet may be attached to the front of a residence, and one sign of not more than five square feet advertising the premises for sale or for rent, and except those other signs as may be approved by Declarant intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Declarant reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the Lots.

23. The location of any and all driveways shall be and shall remain as established upon each of the Lots pursuant to the plans and specifications referred to hereinabove. No driveway shall be located, relocated, or suffered to remain upon any of the Lots except as approved by Declarant in writing.

24. A wood fence, not to exceed 4 feet in height, may be installed on a Lot except in the setback and No Build Zones. No stockade or other solid fence shall be permitted. No chain link fence shall be permitted. The owner of a Lot may install a fence around an in-ground swimming pool, provided said fence is in accordance with applicable government regulations. Plans for fencing must be approved prior to installation.

25. No Lot owner shall subdivide or convey less than the whole of any of the Lots without first obtaining the written consent of Declarant.

26. Declarant reserves unto itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each of the Lots as shown on the plat thereof, designed as utility rights-of-way, for the construction, operation and maintenance of electrical and telephone utilities, lines and conduits and water, gas and sewer lines and conduits, cable T.V. or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the Lots over or upon which easements for the installation and maintenance of such public utilities and sewer lines will be or have been granted.

27. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any of the Lots without having the following minimum square feet of livable area, exclusive of porches, basements, garages, and other unfinished space:

- A. One-story dwellings shall have a minimum of 1900 square feet.
- B. 1-1/2-story dwellings shall have a minimum living space on the first floor of 1400 square feet with the second floor finished in its entirety.
- C. Two-story dwellings shall have a minimum of 2200 square feet.

No split-level or bi-level dwellings shall be permitted on any of the Lots.

28. In connection with the Restrictions contained herein, it is hereby provided that if, in the sole opinion of Declarant, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the Lots or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of the Lots, Declarant may, in its sole discretion, permit variations in size, type, location or otherwise that will not, in its sole discretion, do material damage to any abutting or adjacent property.

29. The Declarant reserves the right to collect from the owner of each Lot an annual assessment fee (not to exceed \$50) for purposes of maintaining and beautifying the entrance areas to the subdivision, including the payment of electric bills incurred for lighting said entrance areas. Declarant reserves the right to file a certificate with the Franklin County Recorder's Office setting forth the amount of any assessments remaining unpaid for thirty days after demand for payment is made by Declarant. The amount set forth in said certificate shall be a lien against the Lot

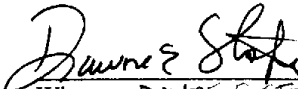
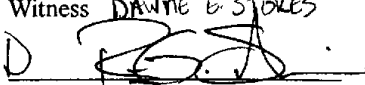
involved, which lien shall be subordinate to any mortgage loan on the Lot. The homeowners' association formed for Hawk's Nest, being a corporation not for profit known as the "Hawk's Nest Homeowners Association", shall also have the right to charge said assessment and file such liens. Said assessment may be increased above the limit hereinabove established for purposes determined by such homeowners' association by vote of the owners (not including Declarant) of at least 51% of the Lots, with each Lot entitled to one vote and at least forty Lots voting to increase the assessment.

30. The foregoing Restrictions, and each and every one of them, shall be held and considered as running with the land hereby conveyed, and with each and every part of such land, and shall be construed toward their strict enforcement whenever reasonably necessary to ensure uniformity and harmony of plan, development and use of said subdivision, and if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish such purposes. The reasonable construction placed upon them by Declarant in good faith shall be final and binding as to all persons and property benefited or bound thereby. The invalidity of any of these Restrictions or any part thereof shall not affect those remaining Restrictions or parts thereof, nor shall any failure by Declarant, however long continued (except in case of a specific waiver thereof) to object to any breach of or to enforce any provisions whatsoever which are contained herein, be deemed as a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.


31. Declarant reserves the right, but not the obligation, in case of any violation or breach of any of the foregoing Restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by Declarant; and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, Declarant may enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any breach of these Restrictions.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be subscribed and made effective as of the 30<sup>th</sup> day of OCTOBER, 1998.

Signed and acknowledged  
in the presence of:

  
Witness DAWNE E. STOKES  
  
Witness RON G. SCHWIND

CARDINAL TITLE HOLDING COMPANY  
an Ohio corporation

By:   
WILLIAM L. WILLIS  
VICE PRESIDENT

STATE OF OHIO, COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of  
OCTOBER, 1998, by WILLIAM L. WILLIS, the VICE PRESIDENT of Cardinal Title  
Holding Company, an Ohio corporation, on behalf of the corporation.

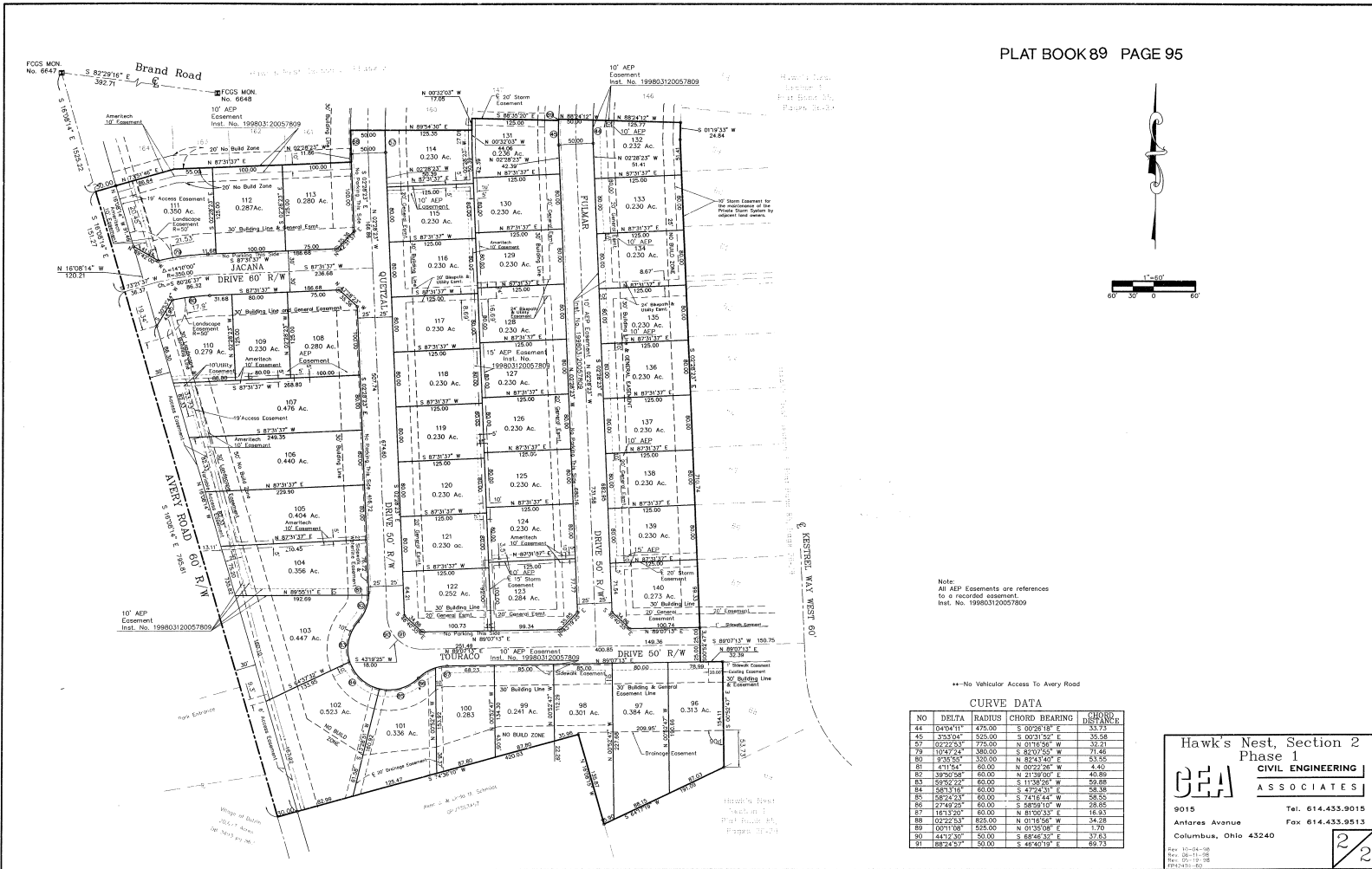


RON G. SCHWIND  
Notary Public, State of Ohio  
My Commission Expires  
Nov. 18, 2001

  
Notary Public

This instrument prepared by:  
Timothy M. Kelley, Attorney at Law  
250 E. Broad St., Columbus, Ohio 43215





Note:  
All AEP Easements are references  
to a recorded easement.  
Inst. No. 199803120057809

--No Vehicular Access to Avery Road

CURVE DATA

NO	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
44	045°41'	435.00	S 80°28'18" E	33.73
45	33°30'4"	525.00	S 60°31'56" E	35.58
47	02°23'53"	775.00	N 01°18'56" W	32.21
79	10°49'24"	380.00	S 82°07'59" W	71.46
80	3°35'20"	350.00	N 82°43'40" E	63.56
81	01°15'4"	60.00	N 00°22'50" W	4.45
82	39°50'58"	60.00	N 21°39'00" E	40.89
83	58°25'22"	60.00	S 11°58'20" W	59.88
84	58°13'16"	60.00	S 47°24'51" E	58.38
85	08°24'23"	60.00	S 74°18'44" W	58.25
86	27°49'23"	60.00	S 58°58'10" W	28.85
87	18°13'20"	60.00	N 81°00'10" E	18.83
88	02°22'53"	835.00	N 01°18'56" W	34.28
89	00°11'08"	535.00	N 01°35'08" E	1.70
90	44°17'30"	50.00	S 68°46'30" E	37.63
91	88°24'57"	50.00	S 49°40'10" E	69.73

Hawk's Nest, Section 2  
Phase 1  
**CEA** CIVIL ENGINEERING ASSOCIATES  
9015 Antares Avenue Columbus, Ohio 43240  
Tel. 614.433.9015 Fax 614.433.9513  
Rev. 10-04-08  
Rev. 05-11-08  
Rev. 07-10-08  
10/24/10: 80



Instr: 199910070253724 10/07/1999  
Pages: 8 Fee: \$38.00 4:31PM  
Richard B. Metcalf T19990141645  
Franklin County Recorder BXCARDINAL

### DECLARATION OF RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by CARDINAL TITLE HOLDING COMPANY, an Ohio corporation, hereinafter referred to as "Declarant"

#### WITNESSETH:

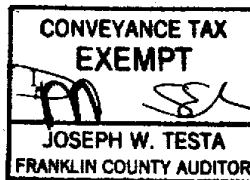
WHEREAS, Declarant is the owner of the real property situated in the County of Franklin, the State of Ohio, and in the City of Dublin, which is bounded and described as follows:

Being Lots Numbered One Hundred Forty One (141) through One Hundred Fifty Two (152), both inclusive, One Hundred Fifty Eight (158) through One Hundred Sixty Nine (169), both inclusive, and Two Hundred Eight (208) of **HAWK'S NEST SECTION 2 Phase 2**, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 92, Pages 58 and 59 Recorder's Office, Franklin County, Ohio.

#### LAST TRANSFER OF RECORD:

Official Record Vol. 27500, Page A-04 and A-07  
Franklin County Recorder's Office.

NOW, THEREFORE, In pursuance of a general plan for the protection, benefit and mutual advantage of all the lots in the aforementioned subdivision (hereinafter referred to as "Lots"), and of the persons who are now or may hereafter become owners of any of the Lots or parts thereof, Declarant hereby declares that all of the Lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions (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 any of the Lots. A homeowners' association whose members consist of the owners of at least 51% of the Lots shall have the right to enforce these Restrictions. These Restrictions shall run with the land and shall be binding for a period of forty (40) years from the date hereof and shall be automatically extended for successive periods of ten (10) years each unless and until after said forty year period an instrument signed by at least the majority of the then owners of Lots has been recorded, which instrument shall provide for a change in said Restrictions either in whole or in part, provided that any change which makes these Restrictions more restrictive as to any Lot shall require the consent of the owner of the affected Lot or Lots.



TRANSFERRED  
NOT NECESSARY  
OCT 07 1999  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO



1. No dwelling, garage or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and existing trees, and the plans, specifications and details of said dwelling shall have been submitted in writing to Declarant (c/o Townsend Construction Company, c/o William C. Bunstine, 250 E. Broad Street, Columbus, Ohio 43215 or such other address as may be set forth in the lot purchase contract), its successors and assigns, and until such plans and specifications have been approved in writing by Declarant. Approval by the Declarant of such plans and specifications shall mean only that Declarant is satisfied, in Declarant's sole discretion, that said plans and specifications are harmonious and in keeping with the general plan for the subdivision and generally are architecturally harmonious with the other structures in the subdivision. No person or entity shall rely on Declarant's approval of such plans and specifications as giving rise to any representations or warranties, express or implied, and Declarant assumes no liability whatsoever in connection therewith.

If Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after the submission thereof in writing to Declarant, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved. In addition, failure of Declarant to object within six months after completion of construction of a dwelling shall be deemed an approval of the plans and specifications pursuant to this Section 1.

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All construction work commenced on said premises shall be completed within one year after the start of construction thereof in accordance with the plans and specifications so approved by Declarant and Declarant shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications.

The exterior elevation of each dwelling shall feature stone, wood brick, stucco or other "natural" siding material approved by Declarant.

Swing set structures, playhouses and out structures shall be made of natural materials.

2. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts,



conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding, in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions and (ii) during the construction and initial sales periods, the Property and portions thereof may be used for construction and sales purposes.

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prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by the occupant of a dwelling on a Lot.

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21. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the Lots unless the same is for the exclusive use of the family occupying said dwelling, and unless such garage be an integral part of said dwelling and unless and until the size, location, type, style of architecture, cost, materials, color and grade shall have first been approved in writing as required of all other construction as set forth in Section 1 hereof. No such proposed garage shall be approved unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles.

22. No sign of any kind shall be displayed to the public view on any of the aforementioned lots except one professional sign of not more than one square feet may be attached to the front of a residence, and one sign of not more than five square feet advertising the premises for sale or for rent, and except those other signs as may be approved by Declarant intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Declarant reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the Lots.

23. The location of any and all driveways shall be and shall remain as established upon each of the Lots pursuant to the plans and specifications referred to hereinabove. No driveway shall be located, relocated, or suffered to remain upon any of the Lots except as approved by Declarant in writing.

24. A wood fence, not to exceed 4 feet in height, may be installed on a Lot except in the setback and No Build Zones. No stockade or other solid fence shall be permitted. No chain link fence shall be permitted. The owner of a Lot may install a fence around an in-ground swimming pool, provided said fence is in accordance with applicable government regulations. Plans for fencing must be approved prior to installation.

25. No Lot owner shall subdivide or convey less than the whole of any of the Lots without first obtaining the written consent of Declarant.

26. Declarant reserves unto itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each of the Lots as shown on the plat thereof, designed as utility rights-of-way, for the construction, operation and maintenance of electrical and telephone utilities, lines and conduits and water, gas and sewer lines and conduits, cable T.V. or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the Lots over or upon which easements for the installation and maintenance of such public utilities and sewer lines will be or have been granted.

27. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any of the Lots without having the following minimum square feet of livable area, exclusive of porches, basements, garages, and other unfinished space:

- A. One-story dwellings shall have a minimum of 1900 square feet.
- B. 1-1/2-story dwellings shall have a minimum living space on the first floor of 1400 square feet with the second floor finished in its entirety.
- C. Two-story dwellings shall have a minimum of 2200 square feet.

No split-level or bi-level dwellings shall be permitted on any of the Lots.

28. In connection with the Restrictions contained herein, it is hereby provided that if, in the sole opinion of Declarant, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the Lots or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of the Lots, Declarant may, in its sole discretion, permit variations in size, type, location or otherwise that will not, in its sole discretion, do material damage to any abutting or adjacent property.

29. The Declarant reserves the right to collect from the owner of each Lot an annual assessment fee (not to exceed \$50) for purposes of maintaining and beautifying the entrance areas to the subdivision, including the payment of electric bills incurred for lighting said entrance areas. Declarant reserves the right to file a certificate with the Franklin County Recorder's Office setting forth the amount of any assessments remaining unpaid for thirty days after demand for payment is made by Declarant. The amount set forth in said certificate shall be a lien against the Lot involved, which lien shall be subordinate to any mortgage loan on the Lot. The homeowners' association formed for Hawk's Nest, being a corporation not for profit known as the "Hawk's Nest Homeowners Association", shall also have the right to charge said assessment and file such liens. Said assessment may be increased above the limit hereinabove established for purposes determined by such homeowners' association by vote of the owners (not including Declarant) of at least 51% of the Lots, with each Lot entitled to one vote and at least forty Lots voting to increase the assessment.

30. The foregoing Restrictions, and each and every one of them, shall be held and considered as running with the land hereby conveyed, and with each and every part of such land, and shall be construed toward their strict enforcement whenever reasonably necessary to ensure uniformity and harmony of plan, development and use of said subdivision, and if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish such purposes. The reasonable construction placed upon them by Declarant in good faith shall be final and binding as to all persons and property benefited or bound thereby. The invalidity of any of these Restrictions or any part thereof shall not affect those remaining Restrictions or parts thereof, nor shall any failure by Declarant, however long continued (except in case of a specific waiver thereof) to object to any breach of or to enforce any provisions whatsoever which are contained herein, be deemed as a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.

31. Declarant reserves the right, but not the obligation, in case of any violation or breach of any of the foregoing Restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by Declarant; and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, Declarant may enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any breach of these Restrictions.

*[The rest of this page is intentionally left blank]*

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be subscribed and made effective as of the 1 day of OCTOBER, 1999.

Signed and acknowledged  
in the presence of:

Kim C. Hook  
Witness Kim C. Hook

RGS  
Witness RON G. SCHWIND

CARDINAL TITLE HOLDING COMPANY  
an Ohio corporation

By: [Signature]  
President & Agent.

STATE OF OHIO, COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of  
OCTOBER, 1999, by WILLIAM L. WINS, the PRESIDENT & AGENT of Cardinal Title  
Holding Company, an Ohio corporation, on behalf of the corporation.



RON G. SCHWIND  
Notary Public, State of Ohio  
My Commission Expires  
Nov. 18, 2001

RGS  
Notary Public

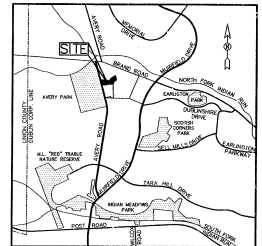
This instrument prepared by:  
Timothy M. Kelley, Attorney at Law  
250 E. Broad St., Columbus, Ohio 43215

# HAWK'S NEST SECTION 2

## Phase 2

### FINAL PLAT

PLAT BOOK 92 PAGE 58



Location Map  
Not to Scale

Classified in the State of Ohio, County of Franklin, City of Dublin and in Virginia Military Survey 2544, containing 8.514 acres of land, more or less by deed, in full of a 5.0000 acre tract conveyed to CARDINAL TITLE HOLDING COMPANY of Record in Office Record 01027500004, Recorder's Office, Franklin County, Ohio.

The undersigned CARDINAL TITLE HOLDING COMPANY, an Ohio Corporation owner of the lands plotted herein, duly authorized in the premises, do hereby certify that this plat correctly represents their HAWK'S NEST Section 2, Phase 2.

Lots 141 thru 152, Lots 158 thru 169 and Lot 208 and more hereby accept this plat of some and dedicate to public use, on each, all Right-of-Way and easement shown hereon and not heretofore dedicated.

The undersigned further agree that any use or improvement made on this land shall be in conformity with all existing valid zoning, planning, health or other lawful rules and regulations, including applicable off street parking and loading requirements of the City of Dublin, Ohio, for the benefit of themselves, and all other subsequent owners or assigns taking title from, under or through the undersigned.

Easements are reserved where indicated on the plat and not otherwise designated, for the construction, operation and maintenance of all public, quasi-public utilities above and beneath the surface of the ground and where necessary for the construction, operation and maintenance of service connections to all adjacent lots and blocks, for storm water drainage, and for sidewalk uses. Easements shown hereon outside of the plotted area, within those lands owned by the undersigned, are for the use and easement agreement herein. Blue path easements are hereby reserved exclusively for bike paths, for use as a general utility or utility area may be located within said bike path easement, except for service connections crossing said bike path easements.

In Witness Whereof, William Willis, as President of CARDINAL TITLE HOLDING COMPANY, an Ohio corporation has hereunto set his hand this day of June 29, 1999.

Signed and acknowledged in the presence of:

Madeline F. John  
Madeline F. John

Shirley F. McDaniel  
Shirley F. McDaniel

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me a Notary Public in and for said State, personally appeared William Willis as President of CARDINAL TITLE HOLDING COMPANY, an Ohio corporation, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and satisfactory corporation act and deed on this day of June 29, 1999.

In Witness Whereof, I have hereunto set my hand and official seal this 29th day of June, 1999.  
My Commission Expires 6/15/2002  
Notary Public  
State of Ohio

Note "A" - NO BUILD ZONES: No build zones shall remain free of any structures including, but not limited to, drives and walks, buildings and outbuildings, sheds, fences, swimming pools, decks, patios, sets/play structures, satellite dish antennas, etc. Nothing herein shall prohibit overhead grading and drainage facilities and utility lines and utility structures within said No Build Zone.

Note "B" - Any unpaved, landscaped islands with paved areas of public streets on Hawk's Nest Section 2 shall be maintained by an association comprised of the owners of the fee simple lots to the lots in the Hawk's Nest subdivision(s).

Note "C" - Hawk's Nest Section 2 is located within the Reimbursement District for the Shawnee Hills Land Company Sanitary Sewer Line Reimbursement Agreement executed September 14, 1994.

Note "D" - SETBACKS: Zoning regulations for Hawk's Nest Section 2 Phase 2 in effect at the time of plotting of Hawk's Nest Section 2 Phase 2, specify the following dimensions for the minimum front, side and rear yard setbacks for each lot:  
Front: As shown on this plat.  
One Side: 8 feet one side; 16 feet total.  
Rear: 25% of the lot depth, but not to exceed 50 feet.

Note "E" - Fence Restrictions as per the Deed Restrictions and Dublin City Code.

Note "F" - The access easement along Avery Road is for the purpose of turn lane and sidewalk placement.

Note "G" - All utility boxes will be located in the rear yard except where there are tree preservation areas.

Approved this 20th day of September 1999

Bolton S. Larkin  
City Engineer, Dublin, Ohio

Approved this 14th day of September 1999

Debra M. Dale  
Secretary, Planning Commission, Dublin, Ohio

Approved this 20th day of September 1999

Director of Development, Dublin, Ohio

Approved and accepted this 21st day of June 1999 by Vote of Council, wherein all the Rights-of-Way and parts thereof shown dedicated herein is accepted as such by the Council for the City of Dublin, Ohio.

In Witness Whereof, I have hereunto set my hand and official seal this 21st day of September 1999

Anna C. Clarke  
City Clerk, Dublin, Ohio

Accepted for plotting this 1st day of October 1999

David B. Lusk, Esq.  
Attorney, Franklin County, Ohio

Filed for record this 1st day of Oct 1999

Paul C. Lanning  
County Auditor, Franklin County, Ohio

at 10:22 A.M. Fee \$ 8.40 (MAG. 1001024126)

Reuben B. Melick, Inc.  
Recorder, Franklin County, Ohio

Recorded this 1st day of Oct 1999

Margaret K. Curran  
Deputy Recorder, Franklin County, Ohio

Plat Book 92 Page 58-59

TRANSFERRED  
OCT - 1 1999  
JULIUS J. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

- LEGEND
- Iron Pin Set
  - Iron Pin Found
  - ⊗ Permanent Marker Set
  - ⊙ Permanent Marker Found

Prepared By:

**CEA** CIVIL ENGINEERING ASSOCIATES  
9015 Tel. 614.433.9015  
Antares Avenue  
Columbus, Ohio 43240 Fax 614.433.9513

We hereby declare that this plat was prepared from existing records, an actual survey by Civil Engineering Associates Inc., in February, 1992, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Dimensions shown on curves are chord measurements.

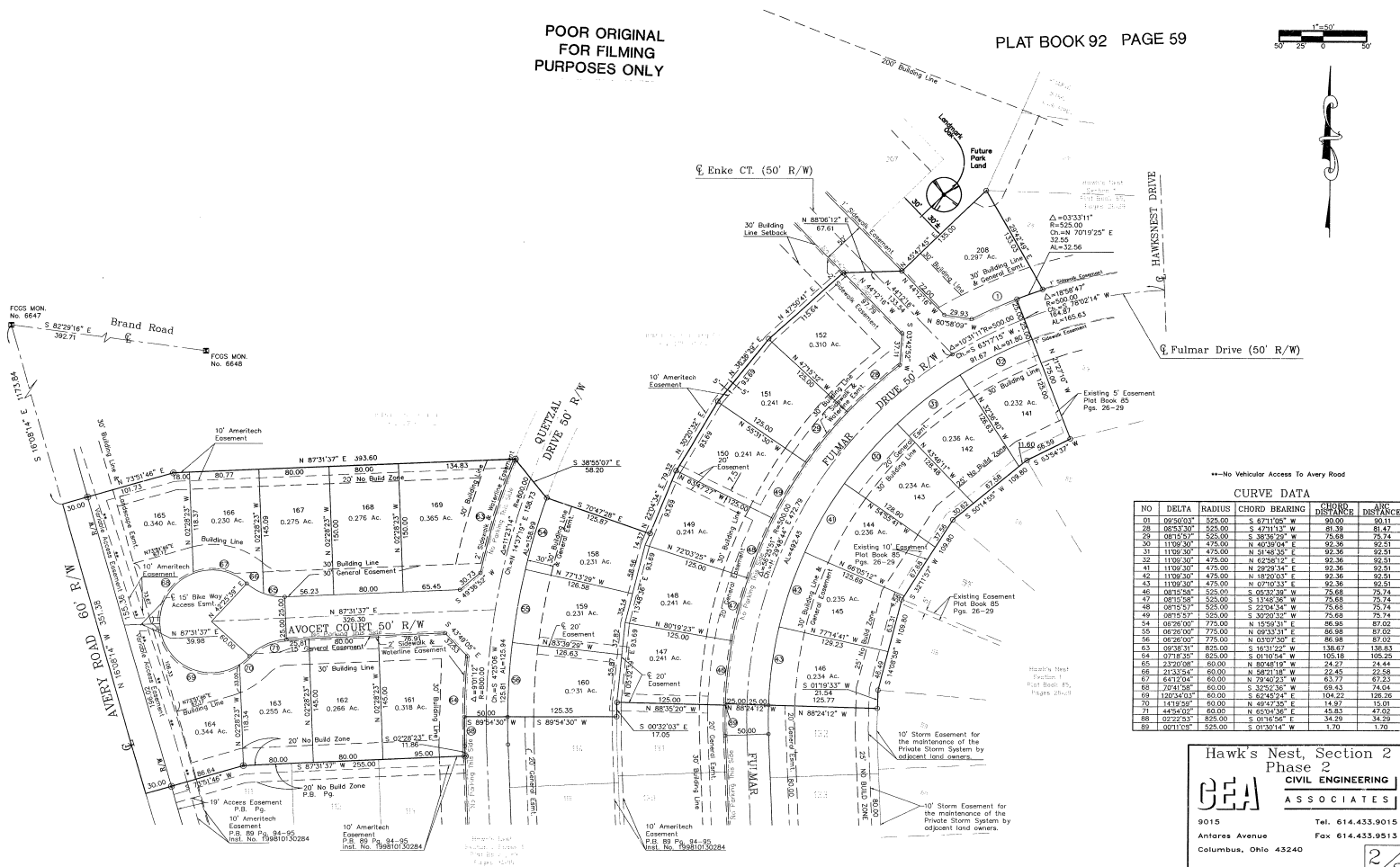
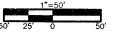


Margaret K. Curran  
Deputy Recorder, Franklin County, Ohio

R/W = 1.934 Ac.  
Lots = 6.580 Ac.  
Total = 8.514 Ac.

POOR ORIGINAL  
FOR FILING  
PURPOSES ONLY

PLAT BOOK 92 PAGE 59



--No Vehicular Access to Avery Road

CURVE DATA

NO	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
01	99°50'03"	325.00	S 87°11'00" W	60.00	60.11
02	88°53'20"	525.00	S 47°11'13" W	81.29	81.47
03	88°53'20"	525.00	S 38°52'20" W	73.68	73.74
04	110°30'30"	475.00	N 40°39'04" E	92.36	92.51
05	110°30'30"	475.00	N 31°48'35" E	92.36	92.51
06	110°30'30"	475.00	N 22°02'47" E	92.36	92.51
07	110°30'30"	475.00	N 12°20'03" E	92.36	92.51
08	110°30'30"	475.00	N 02°36'39" E	92.36	92.51
09	110°30'30"	475.00	N 07°09'32" E	92.36	92.51
10	110°30'30"	475.00	N 16°42'39" E	92.36	92.51
11	110°30'30"	475.00	N 26°15'46" E	92.36	92.51
12	110°30'30"	475.00	N 35°48'53" E	92.36	92.51
13	110°30'30"	475.00	N 45°22'00" E	92.36	92.51
14	110°30'30"	475.00	N 54°55'07" E	92.36	92.51
15	110°30'30"	475.00	N 64°28'14" E	92.36	92.51
16	110°30'30"	475.00	N 74°01'21" E	92.36	92.51
17	110°30'30"	475.00	N 83°34'28" E	92.36	92.51
18	110°30'30"	475.00	N 93°07'35" E	92.36	92.51
19	110°30'30"	475.00	N 02°40'42" E	92.36	92.51
20	110°30'30"	475.00	N 12°13'49" E	92.36	92.51
21	110°30'30"	475.00	N 21°46'56" E	92.36	92.51
22	110°30'30"	475.00	N 31°20'03" E	92.36	92.51
23	110°30'30"	475.00	N 40°53'10" E	92.36	92.51
24	110°30'30"	475.00	N 50°26'17" E	92.36	92.51
25	110°30'30"	475.00	N 59°59'24" E	92.36	92.51
26	110°30'30"	475.00	N 69°32'31" E	92.36	92.51
27	110°30'30"	475.00	N 79°05'38" E	92.36	92.51
28	110°30'30"	475.00	N 88°38'45" E	92.36	92.51
29	110°30'30"	475.00	N 98°11'52" E	92.36	92.51
30	110°30'30"	475.00	N 07°45'00" E	92.36	92.51
31	110°30'30"	475.00	N 17°18'07" E	92.36	92.51
32	110°30'30"	475.00	N 26°51'14" E	92.36	92.51
33	110°30'30"	475.00	N 36°24'21" E	92.36	92.51
34	110°30'30"	475.00	N 45°57'28" E	92.36	92.51
35	110°30'30"	475.00	N 55°30'35" E	92.36	92.51
36	110°30'30"	475.00	N 65°03'42" E	92.36	92.51
37	110°30'30"	475.00	N 74°36'49" E	92.36	92.51
38	110°30'30"	475.00	N 84°09'56" E	92.36	92.51
39	110°30'30"	475.00	N 93°43'03" E	92.36	92.51
40	110°30'30"	475.00	N 03°16'10" E	92.36	92.51
41	110°30'30"	475.00	N 12°49'17" E	92.36	92.51
42	110°30'30"	475.00	N 22°22'24" E	92.36	92.51
43	110°30'30"	475.00	N 31°55'31" E	92.36	92.51
44	110°30'30"	475.00	N 41°28'38" E	92.36	92.51
45	110°30'30"	475.00	N 51°01'45" E	92.36	92.51
46	110°30'30"	475.00	N 60°34'52" E	92.36	92.51
47	110°30'30"	475.00	N 70°07'59" E	92.36	92.51
48	110°30'30"	475.00	N 79°41'06" E	92.36	92.51
49	110°30'30"	475.00	N 89°14'13" E	92.36	92.51
50	110°30'30"	475.00	N 98°47'20" E	92.36	92.51
51	110°30'30"	475.00	N 08°20'27" E	92.36	92.51
52	110°30'30"	475.00	N 17°53'34" E	92.36	92.51
53	110°30'30"	475.00	N 27°26'41" E	92.36	92.51
54	110°30'30"	475.00	N 36°59'48" E	92.36	92.51
55	110°30'30"	475.00	N 46°32'55" E	92.36	92.51
56	110°30'30"	475.00	N 56°06'02" E	92.36	92.51
57	110°30'30"	475.00	N 65°39'09" E	92.36	92.51
58	110°30'30"	475.00	N 75°12'16" E	92.36	92.51
59	110°30'30"	475.00	N 84°45'23" E	92.36	92.51
60	110°30'30"	475.00	N 94°18'30" E	92.36	92.51
61	110°30'30"	475.00	N 03°51'37" E	92.36	92.51
62	110°30'30"	475.00	N 13°24'44" E	92.36	92.51
63	110°30'30"	475.00	N 22°57'51" E	92.36	92.51
64	110°30'30"	475.00	N 32°30'58" E	92.36	92.51
65	110°30'30"	475.00	N 42°04'05" E	92.36	92.51
66	110°30'30"	475.00	N 51°37'12" E	92.36	92.51
67	110°30'30"	475.00	N 61°10'19" E	92.36	92.51
68	110°30'30"	475.00	N 70°43'26" E	92.36	92.51
69	110°30'30"	475.00	N 80°16'33" E	92.36	92.51
70	110°30'30"	475.00	N 89°49'40" E	92.36	92.51
71	110°30'30"	475.00	N 99°22'47" E	92.36	92.51
72	110°30'30"	475.00	N 08°55'54" E	92.36	92.51
73	110°30'30"	475.00	N 18°29'01" E	92.36	92.51
74	110°30'30"	475.00	N 28°02'08" E	92.36	92.51
75	110°30'30"	475.00	N 37°35'15" E	92.36	92.51
76	110°30'30"	475.00	N 47°08'22" E	92.36	92.51
77	110°30'30"	475.00	N 56°41'29" E	92.36	92.51
78	110°30'30"	475.00	N 66°14'36" E	92.36	92.51
79	110°30'30"	475.00	N 75°47'43" E	92.36	92.51
80	110°30'30"	475.00	N 85°20'50" E	92.36	92.51
81	110°30'30"	475.00	N 94°53'57" E	92.36	92.51
82	110°30'30"	475.00	N 04°27'04" E	92.36	92.51
83	110°30'30"	475.00	N 14°00'11" E	92.36	92.51
84	110°30'30"	475.00	N 23°33'18" E	92.36	92.51
85	110°30'30"	475.00	N 33°06'25" E	92.36	92.51
86	110°30'30"	475.00	N 42°39'32" E	92.36	92.51
87	110°30'30"	475.00	N 52°12'39" E	92.36	92.51
88	110°30'30"	475.00	N 61°45'46" E	92.36	92.51
89	110°30'30"	475.00	N 71°18'53" E	92.36	92.51
90	110°30'30"	475.00	N 80°52'00" E	92.36	92.51
91	110°30'30"	475.00	N 90°25'07" E	92.36	92.51
92	110°30'30"	475.00	N 00°08'14" E	92.36	92.51
93	110°30'30"	475.00	N 09°41'21" E	92.36	92.51
94	110°30'30"	475.00	N 19°14'28" E	92.36	92.51
95	110°30'30"	475.00	N 28°47'35" E	92.36	92.51
96	110°30'30"	475.00	N 38°20'42" E	92.36	92.51
97	110°30'30"	475.00	N 47°53'49" E	92.36	92.51
98	110°30'30"	475.00	N 57°26'56" E	92.36	92.51
99	110°30'30"	475.00	N 66°59'63" E	92.36	92.51
100	110°30'30"	475.00	N 76°32'70" E	92.36	92.51

Hawk's Nest, Section 2  
Phase 2  
CIVIL ENGINEERING  
ASSOCIATES  
9015  
Antares Avenue  
Columbus, Ohio 43240  
Tel. 614.433.9015  
Fax 614.433.9513

Rev. 06-27-99  
10/24/00/42

22



Instr: 200004030063977 04/03/2000  
Pages: 8 Fee: \$38.00 5:51PM  
Richard B. Metcalf T20000043126  
Franklin County Recorder BXCARDINAL

### DECLARATION OF RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by CARDINAL TITLE HOLDING COMPANY, an Ohio corporation, hereinafter referred to as "Declarant"

#### WITNESSETH:

WHEREAS, Declarant is the owner of the real property situated in the County of Franklin, the State of Ohio, and in the City of Dublin, which is bounded and described as follows:

Being Lots Numbered One Hundred Fifty Three (153) through One Hundred Fifty Seven (157), both inclusive, and One Hundred Seventy (170) through Two Hundred Seven (207), both inclusive, of **HAWK'S NEST SECTION 2 Phase 3**, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 94, Pages 19, 20 and 21, Recorder's Office, Franklin County, Ohio.

#### LAST TRANSFER OF RECORD:

Official Record Vol. 27500, Page A-04 and A-07

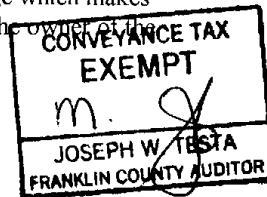
Franklin County Recorder's Office.

NOW, THEREFORE, In pursuance of a general plan for the protection, benefit and mutual advantage of all the lots in the aforementioned subdivision (hereinafter referred to as "Lots"), and of the persons who are now or may hereafter become owners of any of the Lots or parts thereof, Declarant hereby declares that all of the Lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions (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 any of the Lots. A homeowners' association whose members consist of the owners of at least 51% of the Lots shall have the right to enforce these Restrictions. These Restrictions shall run with the land and shall be binding for a period of forty (40) years from the date hereof and shall be automatically extended for successive periods of ten (10) years each unless and until after said forty year period an instrument signed by at least the majority of the then owners of Lots has been recorded, which instrument shall provide for a change in said Restrictions either in whole or in part, provided that any change which makes these Restrictions more restrictive as to any Lot shall require the consent of the owner of the Lot or Lots.

TRANSFERRED  
NOT NECESSARY

APR 03 2000

JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO



1. No dwelling, garage or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefore, grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and existing trees, and the plans, specifications and details of said dwelling shall have been submitted in writing to Declarant (c/o Townsend Construction Company, c/o William C. Bunstine, 250 E. Broad Street, Columbus, Ohio 43215 or such other address as may be set forth in the lot purchase contract), its successors and assigns, and until such plans and specifications have been approved in writing by Declarant. Approval by the Declarant of such plans and specifications shall mean only that Declarant is satisfied, in Declarant's sole discretion, that said plans and specifications are harmonious and in keeping with the general plan for the subdivision and generally are architecturally harmonious with the other structures in the subdivision. No person or entity shall rely on Declarant's approval of such plans and specifications as giving rise to any representations or warranties, express or implied, and Declarant assumes no liability whatsoever in connection therewith.

If Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after the submission thereof in writing to Declarant, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved. In addition, failure of Declarant to object within six months after completion of construction of a dwelling shall be deemed an approval of the plans and specifications pursuant to this Section 1.

If Declarant ceases to exist as an entity, and this right of approval shall not have been specifically assigned to a successor in interest, (which may include a homeowners' association whose members consist of the owners of not less than fifty-one percent of the Lots), then the approval of plans and specifications as set forth hereinabove shall not be necessary and the provisions of this paragraph shall be inoperative. Said assignment by Declarant of this right of approval shall be in writing and filed with the Recorder of Franklin County, Ohio.

All construction work commenced on said premises shall be completed within one year after the start of construction thereof in accordance with the plans and specifications so approved by Declarant and Declarant shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications.

The exterior elevation of each dwelling shall feature stone, wood brick, stucco or other "natural" siding material approved by Declarant.

Swing set structures, playhouses and out structures shall be made of natural materials.

2. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts,

conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding, in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions and (ii) during the construction and initial sales periods, the Property and portions thereof may be used for construction and sales purposes.

3. No dwelling on any Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period of less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a dwelling only.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

5. No temporary building, trailer, tent, shack, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant.

6. No above ground swimming pool shall be permitted upon any lot except that this Section 6 shall not be intended to prohibit the installation of a hot tub or sauna.

7. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any of the other Lots or of the owners thereof, including, without limiting the generality of the foregoing, the outside parking or storage of boats, trailers or other large or unusual vehicles in locations visible from streets or adjoining Lots (except as provided in Section 10 hereof), the outside repair of any vehicles, or the carrying on of hobbies or other activities which tend to detract from the aesthetic character of the subdivision, unless carried out or conducted within the building erected upon the Lot and not viewable nor otherwise ascertainable from either the street or adjoining properties.

8. No alcoholic beverage or drug of any kind shall be manufactured or sold on the Property or any part thereof.

9. No automobile or motor driven vehicle shall be left in public view for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such a period, the vehicle shall be considered a nuisance and detrimental to the welfare of the Lots and shall be removed therefrom.

10. No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors and other lawn or garden equipment, shall be parked or stored on any Lot unless it is in a garage or other vehicle and/or equipment enclosure out of view from the street and abutting properties. However, nothing herein shall

prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by the occupant of a dwelling on a Lot.

11. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes may be maintained on a Lot provided that no more than two dogs and two cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

12. No soil shall be removed for any commercial purposes.

13. No clothing or any household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

14. The owners of each Lot will keep that Lot and the exterior of the improvements thereon in a good state of repair and maintenance, will maintain the lawn, driveway, and surrounding areas on that Lot in neat and clean condition, keep the grass cut, and keep the Lot free of trash, rubbish, and items that would detract from the appearance of the Lots, as a whole.

15. Television and radio antennas, including dish-type satellite signal receiving stations, whether rooftop or ground mounted, shall be placed in the rear yard and shall be screened from view of adjacent residences and public streets. Dish-type satellite signal receiving stations shall not exceed one meter in diameter. No towers or any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot.

16. No Lot shall be used or maintained as a dumping ground for rubbish or other similar material, except on a temporary basis during construction periods. All garage and other similar material shall be kept in sanitary containers. All equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition.

17. Any tank for the storage of the home heating fuel placed or maintained on any Lot shall be located below the surface of the ground or within the confines of the dwelling. No explosive fuels or substances may be stored on the premises.

18. No portion of any Lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street than the front building line of the actual building, excepting 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 Lots for walks, drives, the planting of trees or shrubbery, or the growing of flowers or other ornamental plants for the purpose of beautifying said premises.

19. Within the areas designated as "No Build Zones" on the recorded plat, no structure, dwelling, or fence shall be constructed.

20. For the purpose of preserving as many trees as possible, and for the purpose of impacting the natural quality of the Property as little as possible, the site plan submitted to Declarant as provided in Section 1 hereof shall show existing trees and include a plan for the proper care of the trees during construction and final grading. All trees beyond ten (10) feet of the foundations shall be preserved except where removal is required for installation of driveways, walks, utilities and downspout trenching, and except that dead or damaged trees, trees of undesirable species, and trees approved for removal for good cause by Declarant may be removed.

21. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the Lots unless the same is for the exclusive use of the family occupying said dwelling, and unless such garage be an integral part of said dwelling and unless and until the size, location, type, style of architecture, cost, materials, color and grade shall have first been approved in writing as required of all other construction as set forth in Section 1 hereof. No such proposed garage shall be approved unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles.

22. No sign of any kind shall be displayed to the public view on any of the aforementioned lots except one professional sign of not more than one square feet may be attached to the front of a residence, and one sign of not more than five square feet advertising the premises for sale or for rent, and except those other signs as may be approved by Declarant intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Declarant reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the Lots.

23. The location of any and all driveways shall be and shall remain as established upon each of the Lots pursuant to the plans and specifications referred to hereinabove. No driveway shall be located, relocated, or suffered to remain upon any of the Lots except as approved by Declarant in writing.

24. A wood fence, not to exceed 4 feet in height, may be installed on a Lot except in the setback and No Build Zones. No stockade or other solid fence shall be permitted. No chain link fence shall be permitted. The owner of a Lot may install a fence around an in-ground swimming pool, provided said fence is in accordance with applicable government regulations. Plans for fencing must be approved prior to installation.

25. No Lot owner shall subdivide or convey less than the whole of any of the Lots without first obtaining the written consent of Declarant.

26. Declarant reserves unto itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the front, rear and sides of each of the Lots as shown on the plat thereof, or by separate instrument, designed as utility rights-of-way, for the construction, operation and maintenance of electrical and telephone utilities, lines and conduits and water, gas and sewer lines and conduits, cable T.V. or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the Lots over or upon which easements for the installation and maintenance of such public utilities and sewer lines will be or have been granted.

27. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any of the Lots without having the following minimum square feet of livable area, exclusive of porches, basements, garages, and other unfinished space:

- A. One-story dwellings shall have a minimum of 1900 square feet.
- B. 1-1/2-story dwellings shall have a minimum living space on the first floor of 1400 square feet with the second floor finished in its entirety.
- C. Two-story dwellings shall have a minimum of 2200 square feet.

No split-level or bi-level dwellings shall be permitted on any of the Lots.

28. In connection with the Restrictions contained herein, it is hereby provided that if, in the sole opinion of Declarant, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the Lots or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of the Lots, Declarant may, in its sole discretion, permit variations in size, type, location or otherwise that will not, in its sole discretion, do material damage to any abutting or adjacent property.

29. The Declarant reserves the right to collect from the owner of each Lot an annual assessment fee (not to exceed \$50) for purposes of maintaining and beautifying the entrance areas to the subdivision, including the payment of electric bills incurred for lighting said entrance areas. Declarant reserves the right to file a certificate with the Franklin County Recorder's Office setting forth the amount of any assessments remaining unpaid for thirty days after demand for payment is made by Declarant. The amount set forth in said certificate shall be a lien against the Lot involved, which lien shall be subordinate to any mortgage loan on the Lot. The homeowners' association formed for Hawk's Nest, being a corporation not for profit known as the "Hawk's Nest Homeowners Association", shall also have the right to charge said assessment and file such liens. Said assessment may be increased above the limit hereinabove established for purposes determined by such homeowners' association by vote of the owners (not including Declarant) of at least 51% of the Lots, with each Lot entitled to one vote and at least forty Lots voting to increase the assessment.


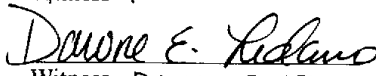
30. The foregoing Restrictions, and each and every one of them, shall be held and considered as running with the land hereby conveyed, and with each and every part of such land, and shall be construed toward their strict enforcement whenever reasonably necessary to ensure uniformity and harmony of plan, development and use of said subdivision, and if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish such purposes. The reasonable construction placed upon them by Declarant in good faith shall be final and binding as to all persons and property benefited or bound thereby. The invalidity of any of these Restrictions or any part thereof shall not affect those remaining Restrictions or parts thereof, nor shall any failure by Declarant, however long continued (except in case of a specific waiver thereof) to object to any breach of or to enforce any provisions whatsoever which are contained herein, be deemed as a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.

31. Declarant reserves the right, but not the obligation, in case of any violation or breach of any of the foregoing Restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by Declarant; and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, Declarant may enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any breach of these Restrictions.


*[The rest of this page is intentionally left blank]*

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be subscribed and made effective as of the 3<sup>rd</sup> day of APRIL, 2000.

Signed and acknowledged  
in the presence of:

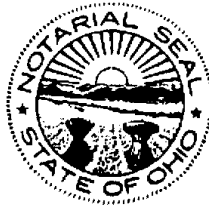
  
Witness RON G. SCHWIND  
  
Witness DAWNE E. LEDANO

CARDINAL TITLE HOLDING COMPANY  
an Ohio corporation

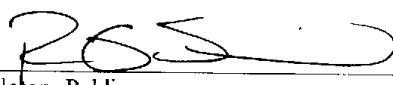
By:   
William Willis

STATE OF OHIO, COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of APRIL, 2000, by WILLIAM WILLIS, the PRESIDENT of Cardinal Title Holding Company, an Ohio corporation, on behalf of the corporation.



RON G. SCHWIND  
Notary Public, State of Ohio  
My Commission Expires  
Nov. 18, 2001

  
Notary Public

This instrument prepared by:  
Timothy M. Kelley, Attorney at Law  
250 E. Broad St., Columbus, Ohio 43215



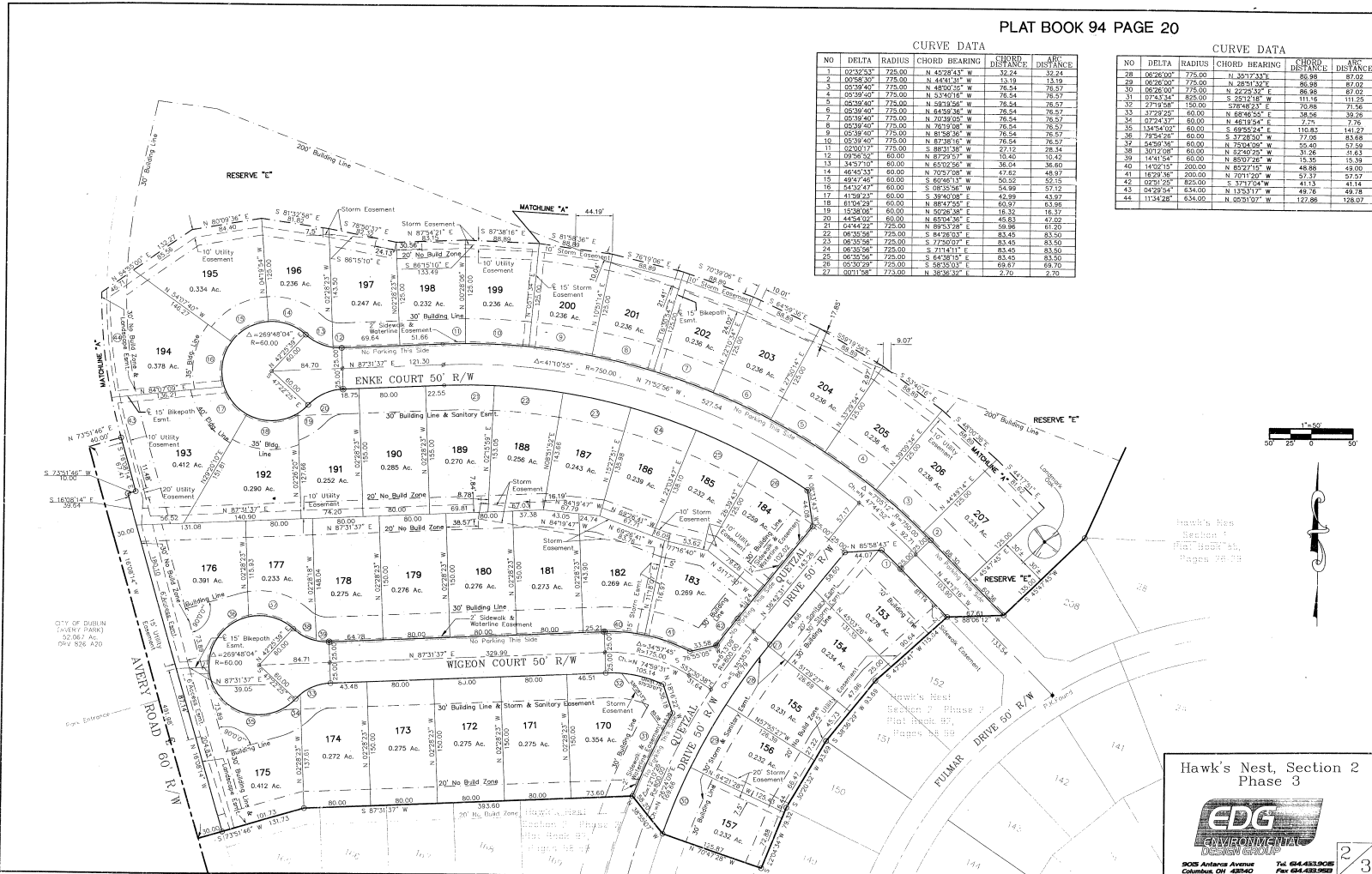
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CURVE DATA

NO	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1	02°32'53"	775.00	N 45°28'43" W	32.24	32.24
2	00°08'00"	775.00	N 44°01'21" W	13.19	13.19
3	00°39'40"	775.00	N 43°50'52" W	26.54	26.57
4	00°09'40"	775.00	N 53°01'05" W	26.54	26.57
5	00°39'40"	775.00	N 58°12'56" W	26.54	26.57
6	00°39'40"	775.00	N 64°52'36" W	26.54	26.57
7	00°39'40"	775.00	N 70°28'08" W	26.54	26.57
8	00°39'40"	775.00	N 75°02'36" W	26.54	26.57
9	00°39'40"	775.00	N 81°36'16" W	26.54	26.57
10	00°39'40"	775.00	N 87°36'16" W	26.54	26.57
11	02°00'17"	775.00	S 86°03'28" W	27.15	28.14
12	09°58'52"	60.00	N 87°29'57" W	10.40	10.42
13	34°57'10"	60.00	N 65°03'56" W	36.04	36.60
14	46°45'33"	60.00	N 70°57'09" W	47.62	48.97
15	49°47'48"	60.00	S 62°06'13" W	50.32	52.15
16	44°32'47"	60.00	S 70°20'38" W	54.96	57.12
17	41°58'24"	60.00	S 78°40'08" E	42.89	43.97
18	01°04'28"	60.00	N 88°42'55" E	60.97	63.86
19	15°48'06"	60.00	N 92°26'38" E	18.32	18.37
20	44°58'02"	60.00	N 85°34'31" E	43.83	47.09
21	04°44'22"	775.00	N 89°53'28" E	59.86	61.20
22	06°30'38"	775.00	S 84°26'53" E	83.45	83.50
23	06°30'38"	775.00	S 72°02'07" E	83.45	83.50
24	06°30'38"	775.00	S 71°41'11" E	83.45	83.50
25	08°35'56"	775.00	S 64°58'15" E	83.45	83.50
26	05°30'28"	775.00	S 58°30'33" E	69.87	69.70
27	00°11'58"	775.00	N 50°58'32" E	2.70	2.70

CURVE DATA

NO	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
28	06°26'00"	775.00	N 35°17'33" E	86.89	87.02
29	06°26'00"	775.00	N 28°51'51" E	86.89	87.02
30	06°26'00"	775.00	N 22°22'35" E	86.89	87.02
31	07°43'34"	825.00	S 22°12'18" W	111.18	111.25
32	27°18'58"	150.00	S 78°46'23" E	70.88	71.56
33	37°22'25"	60.00	N 88°46'54" E	58.56	59.26
34	03°24'37"	60.00	N 86°15'45" E	71.75	71.75
35	134°54'02"	60.00	S 89°58'24" E	116.83	141.27
36	75°54'28"	60.00	S 37°28'50" W	77.08	83.68
37	54°59'38"	60.00	N 75°34'09" W	50.40	57.59
38	30°12'08"	60.00	N 52°40'25" W	31.26	31.63
39	14°41'54"	60.00	N 85°07'28" W	15.35	15.38
40	14°52'15"	200.00	N 82°27'10" W	48.88	49.00
41	18°29'38"	200.00	N 79°11'20" W	51.17	57.57
42	02°51'29"	825.00	S 71°17'04" W	41.13	41.14
43	04°29'54"	825.00	N 13°53'17" W	49.15	49.18
44	11°34'28"	635.00	N 00°51'52" W	127.86	128.07



Hawk's Nest, Section 2  
Phase 3

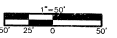
**EDG**  
ENVIRONMENTAL  
DESIGN GROUP

205 Ardmore Avenue  
Columbus, OH 43240

Tel 614.432.9058  
Fax 614.432.9059

CURVE DATA					
NO.	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
43	64°29'54"	634.00	N 135°31'3" W	49.76	49.78
44	11°44'28"	634.00	N 05°51'04" W	177.86	178.07
45	63°25'42"	714.00	S 11°0'04" W	41.88	41.89
46	28°55'14"	674.00	N 01°40'31" W	138.69	140.30
47	123°1'20"	634.00	N 06°21'48" E	141.95	142.25

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Hawk's Nest, Section 2  
Phase 3



905 Antares Avenue  
Columbus, OH 43240  
Tel. 644.333.905  
Fax 644.333.999

3/3