



Instr: 200702050003062 02/05/2007
Pages: 24 F: \$208.00 2:19PM
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Licking County Recorder BXJONATHAN

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENTS FOR
LINNRIDGE MEADOW ESTATES PHASE 1**

This is a declaration of covenants, easements, and restrictions, (the "Declaration"), made on or as of this 19th day of January, 2007 by Linnridge Meadow Estates, LLC, an Ohio limited liability company, "Declarant." This modifies, restates and supercedes those Covenants, Easements and Restrictions dated December 16, 2005 and recorded in Instrument Number 200512190040086, Licking County Recorder's Office.

Background

- A. Declarant is the owner in fee simple of the following real estate:

Situated in the Township of Franklin, County of Licking, and State of Ohio, and being Lot Numbers 1 through 19, inclusive, of Linnridge Meadows, as the same are described and delineated upon the plat thereof, recorded in Instrument Number 200512190040087, Licking County, Ohio Recorder's Office;

The foregoing is hereinafter referred to as "Lots," "Lot," "Subdivision" or "property."

Being a part of a subdivision of single family lots known as Linnridge Meadows and being all of the lots in Linnridge Meadows Phase 1.

- B. Each of the lots in the Subdivision is referred to herein as "a Lot," and collectively "the Lots." A "Lot Owner" is each owner of a fee simple interest in a Lot.
- C. Declarant desires to provide for the preservation of the values of and amenities in the Subdivision, for the benefit of the present and future owners and occupants of property in the Subdivision. To these ends Declarant is hereby creating a plan of covenants, easements, restrictions and assessments for the Subdivision, in order to provide for control of the construction of improvements on and the environmental control of the Subdivision, the use of property in the Subdivision, the security of Lot Owners and occupants, and the maintaining of the Subdivision as an integrated high quality residential community.
- D. Declarant deems it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof and to collect and disburse the funds necessary to accomplish these objectives. Accordingly, Declarant has caused or shall

cause to be incorporated Linnridge Meadow Estates Homeowner's Association (the "Association") as a nonprofit Ohio corporation, whose members are and will be all of the owners of a Lot or Lots.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

NOW THEREFORE, Declarant, its successors and assigns hereby declare that all of the Lots in the Subdivision shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each Lot in the Subdivision, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each Lot Owner, the respective personal representatives, heirs, successors and assigns of each Lot Owner, and the Association and its successors and assigns. The covenants and restrictions of this Declaration shall run with and bind the Subdivision for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless Lot Owner(s) exercising not less than eighty percent (80%) of the voting power of the Lot Owners agree to terminate the same

ARTICLE I THE PROPERTY

Section 1.1. Property Subject. The property which is and shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is each Lot in the Subdivision and any and all rights appurtenant thereto. Declarant reserves the right to plat future phases of the Subdivision and to incorporate the lots in said future Phases into the Subdivision.

Section 1.2. Property Not Subject. Property in the Subdivision not subject to the provisions hereof is property dedicated or to be dedicated to public use, including without limitation public streets; provided, nothing contained herein shall limit or restrict the right of Declarant and the Association to take any lawful action described herein with respect to any property in the Subdivision or appurtenant thereto even though not expressly made subject to the terms hereof.

ARTICLE II

THE ASSOCIATION

Section 2.1. Powers: Authority: Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, Code of Regulations, By-Laws, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its Trustees, shall have the power to enforce and administer the restrictions set forth herein, enforce the Design Standards (as hereafter defined), provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, maintain reserves, enter into contracts, and take such other actions as the Trustees deem appropriate in fulfilling the Association's purposes.

Section 2.2. Membership. Each record owner of a fee interest in a Lot, including additional Lots or Sections of Linnridge Meadows Subdivision that may be added to the property at a later time, at the time he, she or it acquires such fee interest, shall automatically become a member of the Association. The membership of the owner of a Lot shall automatically terminate at such time as that Lot Owner ceases to own a fee interest in a Lot.

Section 2.3. Voting Rights. Voting rights of members shall be as provided in the Association's Code of Regulations, which shall provide, among other things, that each Lot shall have one vote; in cases where more than one lot owner own undivided interests in a Lot, they shall each have a fractional vote equal to their fractional interest in said lot; and where Lot owners own a portion of a lot, they shall have a fractional vote equal to the percent of the Lot that they own. Lot owners may vote in all actions and in all matters requiring a vote as set forth herein or in the Association's Code of Regulations or Articles of Incorporation.

Section 2.4. Property to be Administered. The property to be administered by the Association shall be the Lots and the property referenced in Article V.

ARTICLE III

ENVIRONMENTAL AND BUILDING CONTROL

Section 3.1. Environmental Control.

(a) **Duty of Trustees.** The Trustees of the Association shall be "The Environment Committee," and shall:

- i) Review, approve and disapprove proposed building plans (subject to Section 3.2 below);
- ii) Establish, maintain and preserve architectural and environment guidelines and standards, "the Design Standards," to carry out the intent of the plan established by this Declaration; and

- iii) Take such measures and actions to enforce the Design Standards and the covenants and restrictions set forth herein.

(b) Responsibilities: Effect of Actions. The Trustees shall exercise their best judgment to see that all improvements in the Subdivision conform to the Design Standards as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal. Their decisions as to conformity with the Design Standards shall be conclusive and binding on all parties other than Declarant. The Trustees shall also periodically view all property in the Subdivision and actions taken with respect thereto, for further action regarding violations of the covenants and restrictions imposed hereby.

Section 3.2. Plan Approval: Duty to Build.

(a) Requirements of Plan Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the Subdivision from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder), nor the installation of any item hereinafter described, or similar item, shall be commenced or continued until the same shall have first been approved in writing.

So long as Declarant owns any Lot in the Subdivision, the plans and specifications therefore have been submitted to Declarant and approved by it as being in conformity with the Design Standards. In addition, Declarant reserves the exclusive right, for so long as it owns any Lot, to approve any improvements to be constructed on a Lot or Lots owned by it, without the need of consent of the Association. After the Declarant no longer owns any Lot in the Subdivision, plans and specifications must be submitted to the Trustees of the Association for approval.

Nothing in this document shall be construed to require the Declarant to take any action on behalf of the Association, the Trustees, or any Lot Owner in the Subdivision, all powers referred to herein being authorizations rather than obligations. Declarant reserves the right at any time to assign all such authorizations to the Association..

Approval shall be requested by submission to the Declarant, or to the Trustees, as applicable, of plans and specifications, in triplicate, showing the following;

- i) Existing and proposed land contours and grades;
- ii) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- iii) All landscaping, including existing and proposed tree locations, planting areas (and species thereof), and any trees to be removed which have a

caliper measurement or diameter exceeding two inches;

- iv) Plans for all floors, cross sections and elevations, including projections and wing-walls;
- v) Exterior lighting plans;
- vi) Mailboxes, address markers, and exterior ornamentation (all mailboxes, including the attached house numbers constructed or used on said Lots and improvements shall be uniform in appearance as prescribed by Declarant or the Association; their location must be approved in writing by the Declarant prior to their construction or placement on any Lot);
- vii) Walls, fencing, and screening;
- viii) Patios, decks, gazebos, pools, and porches;
- ix) Signs and parking areas;
- x) Swing sets, play areas, basketball boards, gardens, and similar improvements;
- xi) Samples of materials to be used, if requested;
- xii) Such other information as may be reasonably requested.

Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to the Design Standards.

(b) **Design Standards.** Included among the Design Standards are the following:

- i) **PreFabricated and Modular Construction Prohibited.** All housing must be of a "stick built" construction and in no way utilize a prefabricated construction system or units.
- ii) **Driveways.** Access driveways and other paved areas for vehicular use on a Lot must be concrete. Culverts must be sized and installed according to specifications established and approved by Declarant. Vehicular access to any Lot from Flint Ridge Road or Linnville Road is prohibited.
- iii) **Design Considerations.** All front elevations must be of natural materials. Use of front-load garages is discouraged and may not be approved in the discretion of the party approving such plans.
- iv) **Exterior and Colors.** Finish building materials shall be applied to all

sides of the exteriors of buildings. Colors shall be harmonious and compatible with colors of the natural surroundings and adjacent buildings and improvements. Materials and colors may be approved or disapproved subject to the following:

- (a) Homes will utilize natural and man-made finishes such as stone, brick, wood, aluminum, and masonry siding.
 - (b) The front face of the structure will be natural materials; stucco may be used as a secondary product but not for complete coverage.
 - (c) Vinyl is permitted only if .044 gauge or heavier and backed by ½ inch plywood or equivalent. Aluminum siding is permitted only if .024 gauge or heavier and backed by ½ inch plywood or equivalent.
 - (c) Aluminum, cedar or equivalent may be used for trim details including without limitation soffits, gutters and window and door trim.
 - (e) Roofing materials must be of architectural (dimensional) shingle style, slate material, copper, or otherwise as approved. Three tab shingles are not permitted.
- v) **Building Site Preparation during Construction.** Drives cut into any lot shall have a proper base material, limestone, etc., leading from the street to job site prior to digging the basement to prevent mud and debris from spreading to road pavement surface. All road surfaces leading from job site must be cleaned and maintained responsibly by Lot Owner during construction. Whenever, because of construction of improvements or for some other reason, silt would run onto any adjacent property, the Lot Owner of such violating property shall be obligated to provide a means of siltation control to prevent silt from running off of such property onto adjacent property.
- (vi) **Landscaping.** Landscaping shall be installed no later than thirty (30) days following occupancy of or completion of any building, whichever occurs first, weather permitting.

(c) **Basis of Approval: Commitment to Build.** Approval of plans and specifications shall be based, among other things, upon conformity and harmony of the proposed plans with the purpose and intent of this declaration; the Design Standards and other structures in the Subdivision; and the effect of the proposed plans and use of improvements on neighboring property. Any deviations from the plans and specifications must also be approved.

(d) Failure to Approve or Disapprove. If proposed plans and specifications are not approved or disapproved by the Declarant or Trustees, as applicable, within thirty (30) days after the same have been received, either personally or by certified mail, at the address set forth below as such address may be changed from time to time, it shall be presumed that the plans and specifications have been approved.

(e) Liability Relating to Approvals. Neither Declarant, the Association, the Trustees, nor any member of any of them nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, allowance of variances, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same, nor shall any of them be liable to anyone for any reason whatsoever arising out of the approval, disapproval, construction or use of such improvements. Every person and entity who submits plans and specifications to the Declarant or the Association agrees not to bring any action or suit against any of the foregoing to act or to recover any damages. Without limiting the generality of the foregoing, neither the Declarant, the Association nor the Trustees, nor any of their members, employees or agents shall have any responsibility whatsoever for determining the safety of any proposed improvements or conformity of any proposed improvements with applicable building codes.

(f) Requirement of Completion: Notice of Completion. An owner of any Lot of the Subdivision shall cause any improvement thereon to be diligently pursued to completion within twelve (12) months after the date construction was commenced. Upon the completion of any improvement, the person or entity who completed the same may file with the Declarant and the Association a notice of completion and compliance which shall give rise to a rebuttable presumption in favor of such person or entity and any owner of the building site on which the improvement is located and any encumbrances thereon that said improvement is completed and in compliance with all provisions hereof, unless within thirty (30) days of said filing the Declarant or the Association gives actual notice of noncompliance or noncompletion. Notice of noncompliance or noncompletion will be considered to be delivered when it is posted on or about the improvement in question. In the event any improvement is presumed to be completed and in compliance with all provisions hereof, such person or entity and any such owner and any such mortgage holder thereon may at any time request in writing that the Declarant and the Association issue a certificate certifying that said improvement is completed and in compliance with all provisions hereof, which certificate shall be issued by the Declarant and the Association within fifteen (15) days of its receipt of written request therefore, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions hereof. The Declarant and the Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made.

(g) Noncompletion or Noncompliance. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the Declarant or the Association, in its sole discretion (but only for good cause shown), the Association may, but is not required to, take such actions to complete the outside of the structure so as not to

detract from the appearance thereof. The Association may file a lien against such lot for any actions so taken as provided herein. This shall be in addition to any other remedies at law or equity and shall not be exclusive thereof.

(h) Cost of Enforcement. If Declarant or the Association shall incur any costs or expenses in connection with taking any enforcement action hereunder, then the Owner(s) of the Lot with respect to which such enforcement action shall have been taken shall, on demand, reimburse Declarant or the Association for all such costs and expenses, including reasonable attorney fees, together with interest thereon at the highest rate allowed by law from the date(s) on which the same shall have been paid by Declarant. Such amounts become the personal obligation of such Lot Owner, and become a lien against such Owner's Lot upon filing a certificate of lien therefor.

(i) Interpretation. In case of uncertainty as to the meaning of any article, section, sentence, clause, phrase or word in this Declaration, the interpretation by the Declarant shall be final and conclusive upon all interested parties. Subject to the foregoing, in case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word contained herein, the interpretation by the Association, provided it is reasonable, shall be final and conclusive upon all interested parties.

ARTICLE IV **PROTECTIVE COVENANTS AND RESTRICTIONS**

Section 4.1. Uses.

(a) Residential Uses. 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 sales period Lots may be used for construction and sales purposes. Each Lot must have a residential structure constructed on it prior to the construction of any pool, gazebo, or other such improvement authorized pursuant to the provisions of Article III hereof.

(b) Transient Uses. No residence on a Lot shall be rented or used for transient or hotel purposes.

(c) Temporary Structure Use. No incomplete structure or structure of a temporary

character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

(d) Hobbies. Hobbies or activities that tend to detract from the aesthetic character of the Subdivision, including without limitation gardening, automobile repair and boat repair, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Declarant or Association.

(e) Playground Equipment. Prior to the purchase and installation of playground equipment (swing sets, trampolines, play structures) owners must obtain approval as to the size, design, materials and placement of such equipment from the Declarant or the Trustees.

(f) Offensive Activities. No activity noxious or offensive in the reasonable judgment of the Declarant or the Association shall be carried on or permitted upon any part of the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing:

- i) No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Subdivision;
- ii) No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of the Subdivision unsanitary, unsightly, offensive, or detrimental to any of the remainder of the Subdivision or to the occupants thereof; provided, however, that this provision shall not apply to the normal operation of a gas and/or oil well on Reserve C;
- iii) No exterior lights, the principal beam of which shines upon portions of the Subdivision other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of any Lot by the occupants thereof, shall be permitted on any Lot; and
- iv) No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Music, either live or by recording device, that is so loud as to disturb one's neighbors, is prohibited.
- v) The use of all terrain vehicles and dirt bikes in the Subdivision is prohibited.

(g) Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings. No materials, supplies or equipment shall be stored in the Subdivision except inside closed buildings. This Section does not pertain to homes under construction or homes that have not received a final occupancy permit.

(h) Mineral Exploration. No part of the Subdivision, with the exception of Reserve C, shall be used in any manner to explore for, use, or exploit commercially any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located on or under the ground. This provision shall not prohibit the extraction of any water, oil, or other hydrocarbons, minerals or any kind, gravel, earth, soil or any other substance from any gas and/or oil well currently operating or to be operated on Reserve C or elsewhere outside the Subdivision.

(i) Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained in the Subdivision except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of improvements approved by the Declarant or the Association. This provision shall not apply to the normal operation, installation, maintenance, or repair of a gas and/or oil well on Reserve C.

(j) Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes. No automobile may be left upon any Lot outside of an enclosed garage for a period longer than forty-eight (48) hours in an inoperable condition, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Lot. No towed vehicle, boat, motor home or mobile home shall be regularly stored upon any portion of the Subdivision for periods longer than twenty-four (24) hours. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within private garages. No commercial vehicles may be parked, stored or temporarily kept on any Lot, except when there temporarily to service existing improvements or to be used in connection with the construction of improvements in the Subdivision. Only cars and authorized trucks may be parked on the driveway; all other vehicles, including but not limited to, recreational vehicles, limos, scooters, mopeds, tractors, mowers, and non-authorized trucks, and all boats, trailers and campers, must be stored in garages. An authorized truck is a truck manufactured primarily for the purpose of carrying passengers, is fully enclosed at the time of manufacture, is of one ton capacity or less, and exhibits no external evidence of commercial use. Notwithstanding the foregoing, the Declarant or the Association, its successors and assigns, shall have the right, in its sole discretion, to determine whether or not a vehicle is authorized.

(k) Animals. Except as hereinafter provided, no animals, livestock, birds, poultry or other fowl, snakes, reptiles, or species of insects, shall be raised, bred, kept, or maintained on any Lot, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a residence on a Lot provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Declarant or the Association may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; Lot maintenance, as required herein, shall include the obligation to regularly remove pet waste from Owner's Lot; (ii) the right to maintain an animal shall be subject to termination if the Declarant or the Association, in its full and complete discretion, determine that maintenance of the animal constitutes a nuisance or creates a detrimental effect on other owners or occupants, or the Subdivision as a whole; and (iii) all domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the

property, other than on the Lot of the owner of such pets. Outdoor dog houses, animal cages, pens, dog runs and other similar objects, whether or not affixed to the ground, are prohibited.

(l) Hunting, Fishing, Trapping. Hunting, fishing, and trapping are prohibited. This provision shall not prevent the eradication of pests, such as insects or vermin, from any Lot by an exterminator.

(m) Firearms and Fireworks. The discharge of firearms and use of fireworks are prohibited.

(n) Open Fires. Open fires are prohibited, except for domestic use of commercially made barbecue grills, outdoor fireplaces, etc.

Section 4.2. Building and Improvement Limitations.

(a) Temporary Improvements. No temporary building or structure shall be permitted; provided, however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building and shall be permitted for no longer than a period of one (1) year.

(b) Structure Size and Quality. All structures erected upon a Lot shall be constructed in accordance with the applicable building and zoning codes. Each dwelling shall have a finished living area, exclusive of basements, porches, and garages, of not less than 1900 square feet finished for a one-story or ranch dwelling and 2500 square feet finished for a two or three-story dwelling.

(c) Antennas/Satellite Dishes. Only antennas and satellite dishes no larger than one meter may be erected. All antennas and satellite dishes must have plan approval by the Declarant or the Trustees, its successors or assigns, as to location and screening.

(d) Utility Service. All utility lines, pipes, wires or other devices for communications purposes, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings; provided, above ground electrical transformers and other equipment may be permitted. Nothing herein forbids temporary power or telephone services incident to the construction of approved improvements.

(e) Site Placement. All buildings and other improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved, unless the Declarant or Association approves in writing some other placement. Where two (2) or more Lots are developed with a single dwelling which is located in part on each of such Lots, the minimum building setbacks shall not apply along the Lot line(s) common to both of such Lots.

(f) Limitation on Subdivision and Combining. No Lot shall be subdivided unless

each resulting part thereof is combined with another whole Lot to make a single tax parcel. No Lot shall be combined with any real property which is not part of the Subdivision to create a single tax parcel.

(g) Parking, Loading and Unloading Areas. Each single family residential dwelling must have a three-car or four-car attached garage, plus space for the parking of two cars in the on-site driveway. As used herein, "car" shall mean a full-sized automobile, as opposed to a compact or subcompact automobile.

(h) Streets and Drives. Streets and drives shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Declarant or the Association, its successors and assigns.

(i) Storage Tanks. No storage tanks, including but not limited to those for the storage of water, gasoline, oil, other liquid or any gas other than propane up to 20 lbs, is permitted in the Subdivision outside a building, unless approved by the Declarant or the Trustees, its successors and assigns. This provision does not prohibit septic tanks installed as part of a septic system approved by the Licking County Health Department, and does not prohibit such tanks as necessary or desirable in the normal operation of a gas and/or oil well on Reserve C.

(j) Improvement Exteriors. Windows, porches, balconies and the exteriors of buildings and other improvements shall be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

(k) Signs. No signs or billboards whatsoever (including, but not limited to, commercial and similar type signs) shall be erected or maintained on any Lot except;

- i) Signs which are required by law;
- ii) Signs which are approved by the Declarant or the Association; and
- iii) Signs in compliance with zoning standards, such as by builders offering Lots or houses for initial sale or political signs.

(l) Maintenance. No Lot, building, or other improvement shall be permitted to become unsightly or to fall into disrepair. All buildings and improvements shall at all times be kept in good condition and repair, adequately painted or otherwise finished in accordance with specifications established by the Declarant or the Association. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Lot Owner shall remove dead trees and limbs from that owner's Lot. Each owner, for himself and his, her or its respective personal representatives, heirs, successors and assigns, hereby grants to the Declarant and the Association the right to make any necessary alterations, repairs or maintenance approved by the Declarant or the Association, its successors and assigns, to carry out the intent of this provision and further agrees to reimburse Declarant or the Association for any expenses actually incurred in carrying out the foregoing.

The Association may assess and collect such reimbursement as a special individual Lot assessment, as provided in Article VIII hereof.

(m) Fences. The Declarant or the Trustees shall have the authority to establish standards pertaining to fencing and walls which may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls of certain types, and to prohibit fencing and walls in certain areas. All fencing and walls shall conform to the standards set forth by the Declarant or the Association, and shall be approved by the Declarant or the Association, in writing, prior to the installation thereof. The following provisions listed below, as well as any provisions by way of zoning or platting, shall be considered by the Declarant or the Association in reviewing applications:

- i) In no event shall chain link or other metal fencing be permitted, including perimeter fencing of any type;
- ii) No fence or wall shall be constructed in excess of forty-two inches (42") above finished grade, provided, however, if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 42" for safety reasons (i.e., swimming pool enclosure), such fence or wall may exceed 42" above finish grade, but only to the extent necessary to meet the governmentally required minimum;
- iii) In no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railing, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps.
- iv) Security fencing for swimming pools is subject to approval by the Declarant or the Association, its successors and assigns.
- v) Perimeter fences (those fences around the outside border of the property now owned by Declarant), shall not be removed, disrupted, relocated or replaced without the express written consent of the Declarant.

(n) Swimming Pools. Above-ground swimming pools and portable swimming pools are prohibited. Permitted swimming pools shall be visually screened.

(o) Storage Sheds. Detached buildings are prohibited unless approved by the Declarant or the Association, its successors and assigns. All such structures must complement existing structures.

ARTICLE V

REPAIR AND MAINTENANCE RESPONSIBILITIES

Section 5.1. Rights and Obligations. The Association, through its authorized representatives, shall:

(a) Have the right and obligation to repair and maintain a Subdivision entryway monument; the existing family cemetery (which is appurtenant to Lot 1); and all Subdivision open spaces and other common areas; and

(b) Have the right and obligation to maintain any storm water retention and/or detention areas designated on the plat of the Subdivision as storm water management area, in a neat and clean condition, to the extent not maintained by a governing authority. It is specifically acknowledged that the Association will be responsible for grass mowing in these areas; and

(c) To the extent not maintained by the owner or owners of a Lot, to maintain the landscaping and all improvements on a Lot, in a clean, neat condition, and in such state of appearance that the Lot and its improvements will not detract from the Subdivision constituting a high quality residential community.

(d) To contract for residential trash service for the entire subdivision, the cost of which shall be passed through to the owners of lots improved with residences pro rata; provided, however, that trash and debris removal during initial construction of residences on lots shall be the responsibility of the individual lot owners and shall not be contracted for by the Association.

ARTICLE VI **EASEMENTS**

Section 6.1. Entry Easement to Declarant and Association. The Declarant and the Association, through its authorized representatives, shall have the right of entry and access to, over, upon and through all the Lots, to enable the Declarant and the Association to perform its obligations, exercise its rights, remove or correct any violation of this Declaration or any attendant rules or regulations or to maintain, repair and replace any common areas, and fulfill its duties pursuant hereto, and such representatives shall not be deemed to have committed a trespass as a result thereof; provided, however, an occupied building may not be entered without first obtaining an order authorizing the same from a court of competent jurisdiction.

Section 6.2. Easements to Declarant. The Lots shall be subject to such easements as depicted on the Subdivision plat. Declarant further reserves to itself and its successors and assigns the right to convey perpetual easements in, through, under and/or over portions of each Lot where such easements or rights-of-way are necessary, for the construction, installation, operation and maintenance of electrical, telephone and cable lines, poles, pipes, wires, ducts, and other equipment and conduits and water, gas and sewer lines and conduits, or other utility or security facilities, whether public or private, to any entity for such purposes as the Declarant deems appropriate, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been granted and provided such reservation or grant of easement and exercise of rights

thereunder shall not unreasonably interfere with the Lot Owner's use and enjoyment of his Lot. The Declarant reserves to itself the right to grant such easements over the Lots for the benefit of adjacent Lots as the Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable or material burden or cost upon the Lot. Declarant further reserves to itself and its successors and assigns the right to convey perpetual easements in, through, under and/or over portions of such Lots where such easements or rights-of-way are necessary for connector roads as may be required by any governmental authority and/or as depicted on the Plat, and no structure shall be erected or maintained upon any part of any Lot over or upon which such easements may be granted.

Section 6.3. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Lots to perform their duties.

Section 6.4. Power of Attorney. Each owner of a Lot, by acceptance of a deed to a Lot, appoints the Declarant and/or the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such owner, deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Declarant and/or the Association, to further establish or effectuate the easements and rights contained in this Article VI. This power is for the benefit of each and every owner of a Lot, the Association, and the Subdivision, runs with the land, is coupled with an interest, and is irrevocable.

Section 6.5. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

ARTICLE VII

HEALTH DEPARTMENT RESTRICTIONS

Section 7.1. Health Department. An inspection for all Lots in the Subdivision must be conducted by the Licking County Health Department in the presence of the Lot Owner or his/her agent. It is imperative that the site inspection be conducted prior to any construction. During this inspection, it will be determined if the construction plans will meet the minimum requirements, as shown on the Subdivision preliminary plan, for location of the dwellings, driveways, septic tanks, and primary and secondary leach trench systems. No permanent structures of any kind, including driveways, swimming pools, buildings, etc., shall be permitted in the areas designated on the Subdivision preliminary plan for primary or secondary leach systems.

Sewage system site plans designated for Lots in the Subdivision were based on soil types, percent on slope, surface drainage and the ground water table. Site plan modifications are not recommended. However, properly submitted modifications will be reviewed by the Health Department. Modifications must be drawn to scale on a minimum two (2) foot contour interval map.

If the revision is approved, a variance may be granted. The Health Department shall require a fee for all plan revision reviews.

Proposed Subdivision sewage treatment systems are based upon a four bedroom home. Systems to include 2 – 1000 gallon septic tanks in series (or 1-2000 dual compartment tank); splitter box; and 400 L.F. or leach trench per bedroom. All components shall be installed as per Licking County Health Department requirements.

No fill shall be placed on existing leach field.

ARTICLE VIII

ASSESSMENTS AND ASSESSMENT LIENS

Section 8.1. Types of Assessments. Subject to the provisions of this Article, each Lot shall be subject to the following assessments, which Lot Owner(s) by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), covenant and agree to pay to the Association: (a) an initial reserve contribution, (b) annual operating assessments, and (c) special individual Lot assessments, all of which are to be established and collected as hereinafter provided.

Section 8.2. Initial Reserve Contribution. Each initial purchaser of a Lot (whether from Declarant or a successor or assignee of Declarant, and whether of a Lot now subject hereto or a Lot hereafter subjected to this plan), shall, at the time of the closing of the purchase of the Lot, contribute to the Association the sum of \$400.00 to create an operating reserve fund. This contribution shall be nonrefundable and shall not be in lieu of or a credit against any other

assessments hereinafter provided.

Section 8.3. Annual Operating Assessments. For the purposes of providing funds: (a) to pay the administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described herein, (b) to provide for the protection of the health, safety, enjoyment and welfare of the owners and occupants of the Subdivision, (c) to enhance the values and amenities of the Subdivision, by means of the repair and maintenance of the Subdivision entryway monuments, open spaces/reserve areas and associated improvements, and such other Subdivision improvements as the Trustees determine, and (d) to maintain reasonable reserve funds for these purposes, each Lot and the owners thereof shall be subject to annual operating assessments to be determined, assessed and collected as hereinafter provided.

(a) Establishment of Operating Assessments. Except as hereinafter provided, immediately prior to the beginning of each calendar year the Trustees shall establish a budget for that calendar year, apportion the amount so determined in equal shares among all of the Lots, and assess each Lot and its owners for the apportioned amount. Notwithstanding the foregoing, Declarant, or its successors and assigns, shall pay all operating expenses of the Association otherwise recoverable by operating assessments until it determines, in its sole discretion, that the charging of assessments is warranted. Further, and notwithstanding the foregoing, the annual operating assessment for the calendar year 2007 shall not exceed \$250 per Lot, or a proportionate part thereof for a partial calendar year. Any annual operating assessment for any calendar year thereafter may not be increased by more than fifteen percent (15%) of the assessment for the prior calendar year, except by the affirmative vote of members of the Association holding a majority of the voting power of members voting on the matter. In addition, and notwithstanding the foregoing, no Lot owned by Declarant, its successors and assigns, unless and until a residence is constructed on it, shall be subject to assessment.

(b) Insufficient Funds. If, at any time, the amounts collected as operating assessments, and reserves, if any, are insufficient to meet all obligations of the Association, the Trustees may levy additional operating assessments to meet such deficiency, prorated on the same basis as hereinbefore provided.

Section 8.4. Special Individual Lot Assessments. The Trustees shall levy assessments against an individual Lot or Lots, to reimburse the Association or Declarant for those costs incurred with respect to that Lot or those Lots properly chargeable by the terms hereof to a particular Lot or Lots (such as, but not limited to, the cost of making repairs the responsibility of a Lot Owner or Owners). Any such assessment shall become due and payable on such date as the Trustees determine.

Section 8.5. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Trustees to the Lot Owner subject thereto at least ten (10) days prior to the due date thereof. Written notice mailed or delivered to a Lot Owner's Lot shall constitute notice to that Lot Owner, unless the Lot Owner has delivered written notice to the Trustees of a

different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot Owner.

Section 8.6. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment is not paid within ten (10) days after the same has become due, the Trustees, at their option, without demand or notice, may (i) charge interest on the entire unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Trustees may from time to time determine, and (ii) charge a reasonable, uniform, late fee, as determined from time to time by the Trustees.

(b) Annual operating and special assessments, together with interest, late fees, and costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Licking County Recorder, pursuant to authorization given by the Trustees. The certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such officer of the Association as the Trustees shall designate.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Lot Owner who believes that an assessment chargeable to his, her or its Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot may bring an action in the Court of Common Pleas of Licking County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien. Each such assessment together with interest, late fees and costs, including reasonable attorney fees, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner's or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby. The Association, as authorized by the Trustees,

may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

Section 8.7. Certificate Regarding Assessments. The Trustees shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8.8. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is filed for record, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

ARTICLE IX **USE OF FUNDS**

Section 9.1. Application of Assessments. The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided.

Section 9.2. Authority to Borrow Funds. In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the Trustees acting in their absolute discretion.

Section 9.3. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall

the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the Trustees in their absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 9.4. Authority to Enter Into Contracts. The Association shall have the power and authority to contract with any person, corporation, firm or other entity, including, but not limited to, Declarant, its successors and assigns, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Trustees shall in their sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

ARTICLE X

INSURANCE

The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the Trustees, and the Lot Owners and occupants, with such limits as the Trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts by or on behalf of the Association. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Trustees. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner or occupant because of negligent acts of the Association, the Trustees, or other Lot Owners or occupants, and shall provide for at least ten (10) days written notice to the Association before the insurer may cancel or modify it. The Trustees, in their sole discretion, may maintain such other insurance on behalf of the Association as they may from time to time determine.

ARTICLE XI

CONSTRUCTIVE NOTICE AND ACCEPTANCE

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

ARTICLE XII **ENFORCEMENT**

Section 12.1. Abatement and Suit. Violation or breach of any restriction contained herein shall give to the Association the right to enter the Lot involved and correct the violation at the expense of the Owner or Owners of the Lot involved, the cost of which may be assessed and collected as a special individual Lot assessment, as provided in Article VIII hereof. In addition, any Lot Owner shall have the right to sue to enjoin any such violation or breach.

Section 12.2. Failure to Enforce. Failure of the Association or any Owner to enforce any provision hereof shall in no way be deemed a waiver of the right to do so thereafter for the same or any other violation, or to enforce any other provision hereof.

Section 12.3. Duty to Enforce. Notwithstanding any other provision hereof, neither Declarant, its successors and assigns nor the Association, its Trustees, Officers or Agents, shall owe a duty to any Lot Owner, or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and their respective personal representatives, heirs, successors and assigns hereby waive any claim against Declarant and the Association, and their respective successors and assigns, and release Declarant and the Association, its Trustees, Officers, or Agents including their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

ARTICLE XIII **AMENDMENT**

Section 13.1. Amendments. This Declaration may be modified or amended by the Declarant until the formation of the Association. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Subdivision in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Subdivision.

After the formation of the Association, Declarant may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No Amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

An amendment to this Declaration shall not require the joinder or consent of the

Association, if any, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised, or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant to reflect and address the different character or intended development of any such additional property. After Association formation this Declaration may be modified or amended by Lot Owners, including the owners of additional Lots or Sections of Linnridge Meadow Subdivision that may be added to the property at a later time, exercising not less than 80% of the voting power of the Association.

Section 13.2. Method to Amend. An amendment to this Declaration shall contain certifications by the Declarant or, after Association formation, subject to the provisions of Section 13.1, by the President and Secretary of the Association, that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted said executed shall be effective upon the filing of the same with the Recorder of Licking County, Ohio.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1. Joint and Several Obligations. Each and every obligation of a Lot Owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto or by one of such joint owners, shall be deemed given, taken or received by all such joint owners.

Section 14.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 14.3. Constructive Notice and Appearance. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference is contained in the instrument by which such person acquired an interest in the Subdivision.

Section 14.4. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, its successors and assigns, the Association, if applicable, and the present and future Lot Owner(s) of the Subdivision, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the Subdivision and each part thereof in favor of each other part thereof, any Lot referred to herein as benefited hereby, and the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such Lots and privity of contract and estate between all Lot Owner(s) thereof. The provisions hereof shall, as to the owner of any such Lot, his, her or its respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit

of all such Lots and the owners thereof.

Section 14.5. Captions. The captions or headings of the parts hereof are intended for convenience only and are not intended to be a part of the context hereof, and do not in any way define, limit, or describe the scope or intent of any provision hereof.

IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by Linnridge Meadow Estates, LLC this 19th day of January, 2007.

LINNRIDGE MEADOW ESTATES, LLC
107 East Main Street
Newark, Ohio 43055

By: Scott D. Romine
Scott D. Romine, Member

By: Rex D. Romine
Rex D. Romine, Member

By: Gerald L. Franks
Gerald L. Franks, Member

STATE OF OHIO
COUNTY OF Licking, SS:

The foregoing instrument was acknowledged before me on the 19th day of January, 2007, by Scott D. Romine, Member of Linnridge Meadow Estates, LLC, an Ohio limited liability company, who acknowledged the signing of the same to be his voluntary act and deed as such Member, the voluntary act and deed of Linnridge Meadow Estates, LLC for the uses and purposes expressed therein.

Notary Public

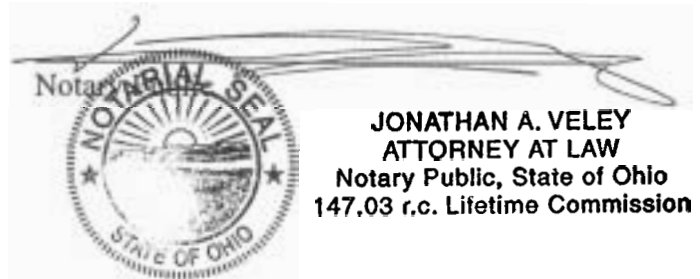


JONATHAN A. VELEY
ATTORNEY AT LAW
Notary Public, State of Ohio
147.03 r.c. Lifetime Commission

STATE OF OHIO

COUNTY OF Licking, SS:


The foregoing instrument was acknowledged before me on the 19th day of January, 2007, by Rex D. Romine, Member of Linnridge Meadow Estates, LLC, an Ohio limited liability company, who acknowledged the signing of the same to be his voluntary act and deed as such Member, the voluntary act and deed of Linnridge Meadow Estates, LLC for the uses and purposes expressed therein.



STATE OF OHIO

COUNTY OF Licking, SS:

The foregoing instrument was acknowledged before me on the 19th day of January, 2007, by Gerald L. Franks, Member of Linnridge Meadow Estates, LLC, an Ohio limited liability company, who acknowledged the signing of the same to be his voluntary act and deed as such Member, the voluntary act and deed of Linnridge Meadow Estates, LLC for the uses and purposes expressed therein.

Notary Public 



JONATHAN A. VELEY
ATTORNEY AT LAW
Notary Public, State of Ohio
147.03 r.c. Lifetime Commission

Prepared by Jonathan A. Veley