

TIME 1:45 P
RECORDED FRANKLIN CO., OHIO

DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENT LIENS
AND
HILLIARD-ROME ROAD HOMEOWNER'S ASSOCIATION

OCT 13 1988

JOSEPH W. TESTA, RECORDER

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This is a declaration of covenants, easements and restrictions made on this 19 day of ~~August~~^{Sept}, 1988 by Ryan Operations G.P. a Virginia General Partnership, licensed to do business in the State of Ohio hereinafter referred to as "Declarant."

TRANSFERRED
NOT NECESSARY
OCT 13 1988
PALMER C. MCNEAL
RECORDER
FRANKLIN COUNTY, OHIO

COMMISSIONER OF REVENUE
EXEMPT
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Background

A. Declarant is the owner in fee simple of the following described real estate, situated in the City of Columbus, County of Franklin and State of Ohio, and

Being Lots One (1) through One Hundred Six (106) both inclusive of THE COVENTRY, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 68, page 04, Recorder's Office Franklin County, Ohio.

Each of these lots is referred to herein as "a lot" and collectively they are referred to herein as "the lots". A "Lot owner" is each owner of a fee simple interest in a Lot. THE COVENTRY is referred to herein as "the Subdivision".

B. Part of the land proposed to be developed in accordance with said plan involves the creation and construction of the entranceway into the subdivision from Hilliard-Rome Road.

C. Declarant intends during the course of development of the entire tract of land owned by Declarant, which will be described as The Coventry, to install certain landscaping and to service the improvements and landscaping and grass around said entranceway for the benefit of Declarant as well as the owners of all of the lots in the subdivision.

D. Declarant desires to create a plan of restrictions, easements and covenants concerning the lots in the subdivision and to retain in Declarant plan approval of the dwelling units to be constructed on said lots in the subdivision and said easements and covenants shall also relate to the maintenance, repair and upkeep of the entranceway and surrounding area which are a part of the overall development for the benefit of and to protect the interests of the public, declarant, each lot owner, and their respective heirs, successors and assigns.

JAMES MCGUIRE BOX

COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

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NOW THEREFORE, Declarant hereby declares that the Lots hereinabove referred to 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, the Lots and be binding on all parties having any right, title or interest in the Lots and their respective heirs, successors, and assigns, and shall inure to the benefit of and be enforceable by Declarant, Ryan Homes and/or N.V. Ryan, its successors and assigns, each Lot owner, and the Hilliard-Rome Road Homeowner's Association ("the Association"), an Ohio corporation not-for-profit, whose members are all lot owners, formed to own and administer the Open Spaces, and to administer the covenants created hereunder.

ARTICLE I

(A) LAND USE: All of the said Lots in The Coventry shall be used for single-family residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height and in no event shall any building be erected to a height exceeding two stories from the finish grade of the building, including a garage attached to the residence for not less than two (2) cars.

(B) LOT SPLIT: No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new lot.

(C) TRADE OR COMMERCIAL ACTIVITY BARRED: No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any said lot in The Coventry.

(D) PLAN APPROVAL: All building plans are to be reviewed and approved by Ryan Homes, or N.V. Ryan for square footage and exterior elevations, colors, and roofing materials. All roofs shall be constructed to a minimum of a 6/12 pitch. Each structure shall meet or exceed the following minimum areas:

1. Two-story structures shall be a minimum of 1400 square feet, with a minimum of 800 square feet on the first floor, excluding attics, basements, garages and porches.
2. Split-level, Bi-level structures shall be a minimum of 1040 square feet excluding attics, basements, garages and porches.
3. One-story structures shall be a minimum of 1000 square feet excluding attics, basements, garages and porches. *5/13*

Each lot owner further acknowledges that in considering plans and specifications declarant will take into consideration plans and specifications already approved or in the process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvement on the lot with reference to its effect upon neighboring properties and the overall development of The Coventry and acknowledges that the declarant may require submission of samples of material to be used in the construction of said single family residence as a condition of approval of said plans and specifications.

In addition it is required that there must be a minimum of two (2) different houses separating like models of the same line on one side of the street, and the same model may not be built directly across from each other.

Similarly, houses with the same siding must have a minimum of two (2) other house siding colors between them on one side of the street and may not be built directly across the street from each other.

These are not simply guidelines, but are meant to be consistently and uniformly adhered to.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved by declarant in accordance herewith.

Each lot owner will submit to the declarant a completed and acceptable plot plan for each structure prior to construction.

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

(E) BUILDING LOCATION: No building shall be located on any lot nearer to the front line or nearer to a side street line than the minimum building setback line shown on the recorded plat. No portion

of any lot nearer to any street than the building setback lines 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 now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railing, 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, the growing of flowers or other ornamental plants, or for the small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of the ordinary garden or field variety shall be grown on such portion of the said lots and no weed, underbush or other unsightly growths shall be permitted to grow or to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

(F) WAIVER AND RELEASE: Any and all owners hereby acknowledge the waiver and release set forth on the recorded plat of The Coventry of any and all right of direct vehicular access from lots One (1) and One Hundred Six (106) to the highway adjacent thereto on the East side thereof presently known as Hilliard-Rome Road and as part of the consideration for purchasing a lot in the Subdivision, any and all lot owners agree to be bound by such waiver and release.

(G) TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(H) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building or structure shall be placed upon any lot for storage without the express written consent of Declarant.

(I) ANIMALS: No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose, No more than two dogs or two cats may be kept on any lot except such dogs or cats in excess of such numbers are less than three months of age.

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(J) WASTE DISPOSAL: No lot shall be used or maintained as a dumping ground or storage area for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

(K) CLOTHES LINE: No clothing or any other household fabrics shall be hung in the open on any lot, and no outside clothes drying or airing facilities shall be permitted, except for a removable folding umbrella type.

(L) VEHICLES NOT IN USE: No automobile or motor driven vehicle shall be left upon any lot for a period longer than 30 days in a condition wherein it is not able to be operated upon the public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

(M) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of The Coventry and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motor boat and sail boat repair.

(N) BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE: No truck, trailer, motorcycle, boat, camper, bus, tent, house, car or recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 72 hours in any period of thirty (30) days.

(O) GARAGES AND OUTBUILDINGS: No dwelling may be constructed on any lot unless an attached enclosed garage for at least two automobiles is also constructed therein. No detached barns or storage buildings shall be permitted.

(P) SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than ^{two square} ~~one~~ foot ^{front} ~~front~~

advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales' period.

(Q) ANTENNAS: Television and radio antennas, whether rooftop or ground mounted shall be prohibited on the exterior of any house or lot.

(R) ENTRANCE WALLS, FENCING, SUBDIVISION IDENTIFICATION SIGNS, EARTHMOUNDS AND LANDSCAPING: The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, sprinkling systems and landscaping placed on any of the lots in the Subdivision shall not be removed and/or changed and shall be maintained in good condition by the owners of the respective lots.

(S) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configurations.

(T) TREES: Each lot must have at least one (1) deciduous tree to be planted by the builder in the front yard with a minimum height of twelve (12) feet and a 2½" trunk caliper.

(U) DRIVEWAYS: All driveways to the dwelling units shall be constructed of asphalt.

(V) MAILBOXES: The design, color, and location of all mailboxes must be specifically approved by declarant.

(W) STORAGE: No automobiles, trailers, motorcycles or other vehicles, scrap, scrap iron, water, paper or glass or any reclamation products parts or materials shall be stored on any part of any lot, except in the interior of any residential dwelling located thereon or the appurtenant garage.

(X) WEEDS AND TRASH BURNER: No weeds, underbush or other unsightly growths or objects of any kind shall be permitted to grow or suffered to remain on any part of a lot. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed or located by a resident within twenty (20) feet of any adjoining lotline.

ARTICLE II

(A) TERM: These covenants are to run with the land and shall be binding on all owners of the above described real estate until January 1, 2018, after which time said covenants may be extended for successive periods of 10 years by a majority of the then owners of the lots agreeing to extend said covenants in whole or in part.

(B) THE ASSOCIATION: Simultaneously with the execution of this declaration, Declarant has caused to be formed an Ohio Corporation

not for profit, the name of which is HILLIARD-ROME ROAD HOMEOWNER'S ASSOCIATION. The said Association shall be charged with the responsibility to care for and maintain the area along the east side of lots one (1) and One Hundred Six (106) of The Coventry, known as the buffer area. Said responsibility shall include but not be limited to maintaining in an attractive manner the landscaping in the area, seeding and mowing when needed, mulching, keeping the signage and the electrical lighting involved with the signage in an attractive and operative state of repair and to do those things which in the opinion of the Association will beautify and enhance the entrance way into the Subdivision.

The Association shall have all the rights, powers, and duties established, invested or imposed pursuant hereto, by its Articles of Incorporation, Code of Regulations, 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 shall have the power to borrow funds, pledge assets and receivables, arbitrate disputes, levy and collect assessments, maintain reserves, enter into contracts with the Declarant, or an entity related to it, and take such other actions as the trustees deem appropriate in fulfilling its other purposes.

(C) ASSESSMENTS:

(1) Establishment of Assessment: For the purpose of providing funds for maintenance, repair, operation, and improvement of the entranceway and electrical systems and other expenses and costs incurred by the Association, the trustees of the Association shall, prior to January 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year, and establish an equal annual assessment as to each lot. These assessments shall be payable in advance, annually, or in such periodic installments (monthly, quarterly, etc.), and shall have such due dates, as the trustees from time to time determine, provided that if any installment of any assessment is not paid within ten (10) days after the same has become due, the trustees may, at their option, without notice or demand (i) declare the entire balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance due and payable, 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 (iii) charge a reasonable, uniform, late fee, as

determined from time to time by the trustees. Notwithstanding the foregoing, Declarant shall pay all regular costs of operating the Association and there shall be no assessments levied upon the Lots pursuant to the provisions of this item, until on or after January 1, for the first year for which assessments are levied shall be twenty-five (\$25.00) dollars per Lot (or a proportionate part thereof, if only a part year) provided that each year after the first full calendar year for which assessments are levied the annual assessment (i) shall be in the amount as recommended by the trustees, and (ii) may be increased by lot owners exercising no less than two-thirds of the voting powers of Lot owners, voting, in person or by proxy, at a meeting called for this purpose. Further, the trustees may fix the annual assessment at an amount so long as the same is not in excess of the amount of the previous years assessment.

(2) Establishment of Lien: If any Lot owner shall fail to pay any installment within ten (10) days after due, the Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with interest, late fees and costs, which lien shall be effective from the date that the Association certifies the lien to the Franklin County Recorder. Additionally, each such assessment together with interest, late charges and costs, 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 or owners' successors in title unless expressly assumed by the successors, provided, however that the right of the Association to a lien against the 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 lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Franklin County Recorder, or prior to the date that the Association obtains a certification of judgment against a defaulting owner, whichever is the first to occur.

(F) GENERAL PROVISIONS:

(1) Enforcement: Except as hereinafter provided, Declarant, Ryan Homes and/or N.V. Ryan, each Lot owner, and the Association, jointly and severally, shall have the right to enforce, by proceedings at law

or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Notwithstanding the foregoing, in the event of any dispute between Lot owners or between the Association and any Lot owner or owners as to any matter provided for herein, other than with regard to the obligation for, levy, collections or enforcements of assessments (including, without limiting the generality of the foregoing, the creation, filing and enforcement of liens), the matter shall first be submitted to the Association, by its trustees or their designated representative, for arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the trustees.

(2) Special Assessment Lien: Each lot owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Association. Upon the failure of a Lot owner to comply with such covenants, requirements, and obligations, the Association, in addition to any other enforcement rights it may have hereunder, may upon action by the trustees, take whatever action they deem appropriate to cause compliance, including, but without limitations, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements, and obligations contained herein. All costs incurred by the Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot owner to the Association, and the Association shall be entitled to a valid lien as security for the payment of such costs incurred, and interest, which lien shall be effective from the date that the Association certifies the lien to the Franklin County Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Franklin County Recorder, or prior to the date that the Association obtains a certificate of judgment against such Lot owner, whichever is the first to occur.

(3) Joint and Several Obligations: Each and every obligation with respect to a Lot hereunder shall be the joint and several personal obligation of each owner of a fee simple interest in the Lot at the

time the obligation arose, and any demand, notice, hereunder or pursuant hereto or by one of such joint owners shall be deemed given, taken or received by all such joint owners.

(4) Severability; Waiver: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect. Failure by any benefitted party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(5) Amendment: The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2018, after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the owners of two-thirds or more of the Lots, these covenants and restrictions are sooner terminated. This Declaration may be amended by a duly executed and recorded instrument signed by the owners of no less than two-thirds of the Lots, provided that any such amendment during the first ten years after the date hereof must also be approved by the Declarant. Notwithstanding the foregoing, and in addition thereto, the consent of all Lot owners present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, and the written consent of Declarant, if it then owns a Lot or Lots, shall be required for any amendment hereto or to the Articles which effects a change in (i) the method of dividing the assessments, (ii) the method of voting on Association matters, or (iii) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any Lot, upon written request shall state the name and address of such holder or insurer and a description of the Lot, shall be entitled to timely written notice of any proposed amendment hereto.

ARTICLE III

ACCEPTANCE: By accepting a deed to any of the above described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf on or as of the 19 day of Sept. 1988.

Signed and acknowledged in the presence of:

Ryan Operations, G.P.
BY Ryan Homes, Inc.
General Partner

Donna McDonald

by James L. Brothers
JAMES L. BROTHERS,
SENIOR VICE PRESIDENT

Robin R. Posters

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said County and State, appeared Ryan Operations, G.P. a General Partnership by its managing General Partner, Ryan Homes, Inc. by James L. Brothers, its Senior Vice President and authorized agent who acknowledged that his signing of the above deed is his voluntary act and the act and deed of the General Partner and the Grantor herein.

In witness whereof I have set my hand and official seal this 19 day of September, 1988.

Vanessa L. Ranke
NOTARY PUBLIC

VANESSA L. RANKE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 3, 1992

This Instrument Prepared By:

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