~~MAY 26 1994~~

AMENDED AND RESTATED

DECLARATION OF

~~SUBDIVISION RESTRICTIVE~~ COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

BRITTON FARMS

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AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the ____ day of _____, 2018 ("Effective Date"), by John Stanton ("Declarant"), on behalf of the owners of the Development Property, and hereby amends and supersedes the previously filed Declaration of Subdivision Restrictive Covenants recorded on September 5, 1990 in Volume 15768, Page E20 in the Office of the Recorder of Franklin County, Ohio; the previously filed Declaration of Subdivision Restrictive Covenants recorded on June 14, 1993 in Volume 22920, Page G01 in the Office of the Recorder of Franklin County, Ohio; the previously recorded Declaration of Subdivision Restrictive Covenants recorded on September 25, 1996 in Volume 33178, Page H07 in the Office of the Recorder of Franklin County, Ohio; and the previously recorded Declaration of Subdivision Restrictive Covenants recorded on January 1, 1998 as Instrument No. 19980122001464in the Office of the Recorder of Franklin County, Ohio (collectively, the "Prior Declarations").

At a meeting held on _____, 2018 for the purpose of voting on amending the Prior Declaration, _____ percent (__%) of all of the owners (the "Approving Owners") of the lots in the planned community known as the Britton/Davidson Roads Planned Unit Development, located in Hilliard, Franklin County, Ohio, more particularly described on the Plats attached hereto as Exhibit A attached hereto (including the Development Property and the Improvements thereon, the "Development"), voted to (a) amend the Prior Declarations and adopt this Declaration as the Development's Declaration of Covenants, Conditions, Restrictions and Easements, and (b) adopt the Amended and Restated Code of Regulations of the Britton Farms Homeowners Association attached hereto as Exhibit B (the "Association"). The Approving Owners further authorized and directed Declarant, as President of the Association, to execute and record this Declaration on behalf of the Approving Owners.

Declarant makes this Declaration in order to provide for the development, maintenance and operation of the Development as an integrated real estate development. Declarant hereby declares that the Development shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Development Property (defined below) and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in the Development Property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1.

PURPOSE AND INTENT

Declarant desires to ensure the attractiveness of the individual lots and parcels and facilities developed within the Development Property, to prevent any future impairment thereof and to preserve, protect, and enhance the values and amenities of the Development Property. It is the intent of Declarant to guard against the erection within the Development Property of Improvements (as hereinafter defined) built of improper or unsuitable materials or with improper

quality or methods of construction. Declarant intends to encourage the erection and maintenance of attractive Improvements appropriately designed and located to preserve a harmonious appearance and function and to encourage the development of advanced technological, architectural, and engineering design for the harmonious development of the Development Property.

This Declaration is imposed for the benefit of all Owners (as hereinafter defined) and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners.

ARTICLE 2.

DEFINITIONS

In addition to terms defined elsewhere in this Declaration, certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Association" means The Britton Farms Homeowners Association, an Ohio nonprofit corporation, and its successors in interest. A person or entity shall be deemed a successor in interest of the Association only if specifically so designated in a duly recorded written instrument as a successor or assign of the Association under this Declaration and shall be deemed a successor in interest of the Association only as to the particular rights or interests of the Association under this Declaration.

"Association Maintenance Area" means the areas designated on the Site Plan as "Association Maintenance Area".

"Board" means the Board of Trustees of the Association.

"Common Area" means those portions of the Development Property designed for non-exclusive use by the Owners and their respective tenants and subtenants, and their Permittees. The term "Common Area" or "Common Areas" shall refer to and include, but not be limited to, all landscaped areas, driveways, access roads, lanes, entrances and exits, walkways, sidewalks, lighting facilities, utility lines, surface drainage facilities and other such facilities designed for the common use of all Owners, tenants and occupants of the Development Property, but shall not include any areas within a building constructed on a Lot or within the curbline of the sidewalks surrounding any building.

"Declaration" means this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, as amended or supplemented from time to time.

"Design Standards" means those guidelines and rules published from time to time by the Committee.

"Declarant" means John Stanton President of the Association, acting at the direction of and on behalf of the Owners. A person or entity shall be deemed a successor in interest to the role of Declarant only if specifically so designated in a duly recorded written instrument as a

successor or assign of Declarant under this Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

"Development Property" means the real property that comprises the Development, as set forth in Exhibit A hereto.

"First Mortgage" means any Mortgage securing the primary loan that pays for the subject property and which has priority over all other liens or claims on a property in the event of default, except liens for taxes or other liens which are given priority by statute.

"First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Dwelling" means a detached building or the portion of a building that is designed and intended for use and occupancy for residential purposes by a single household or family.

"Improvement" means (a) any and all Dwellings, buildings and structures, parking areas, loading areas, fences, walls, landscaping, signage, poles, driveways, parking areas and lighting, (b) changes in any material, color or shape, (c) excavation and any and all other site work including, without limitation, grading, road construction, utility Improvements, and removal of trees or plantings, arid (d) any new construction or improvement which may not be included in the foregoing. "Improvement" includes both original improvements and all later changes and Improvements. "Improvement" does not include (x) turf, shrub, or tree repair or replacement or any other repair or replacement of a magnitude which does not change exterior colors or exterior appearances (or internal colors or appearance that is visible from the exterior) in any material respect and which are consistent with plans and specifications previously approved by the Committee or (y) improvements visible solely from the interior of any structure located on the Lot.

"Lot" or "Lots" means a parcel or parcels of land within the Development (or any portions thereof) that has a separate parcel number assigned by the Franklin County Auditor, and is occupied or intended to be occupied by a Dwelling.

"Manager" means any person or entity retained by the Association to perform certain functions of the Association.

"Mortgage" means any mortgage, deed of trust, or other document pledging a Lot or interest there in as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

"Mortgagee" means the holder or beneficiary of a Mortgage as well as a named mortgagee. "First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Official Records" means the land records of the Recorder of Franklin County, Ohio.

"Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Parking Areas" means those portions of a Lot used for the parking of motor vehicles, including incidental and interior roadways, pedestrian stairways, walkways, curbs and landscaping within or adjacent to areas used for parking of motor vehicles.

"Permittees" means all Persons from time to time entitled to the use and occupancy of buildings constructed on the Development Property under any lease, deed or other arrangement under which such Person has acquired a right to the use and occupancy of any portion of a building in the Development Property, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaire

"Person" or "Persons" means and includes individuals, partnerships, firms, associations, joint ventures, corporations, municipal corporation, limited liability companies, or any other form of business or governmental entity.

ARTICLE 3.

THE ASSOCIATION

3.1 **Powers; Authority; Duties**. The purpose of the Association shall be to maintain and landscape entrance areas and easements, rights of way or other areas, the control of which is either conveyed or otherwise assigned to the Association, to establish and maintain rules and regulations pertaining to the maintenance and use of such areas and to take other actions that the Association will be authorized to take pursuant to its Articles of Incorporation, its Code of Regulations, and this Declaration. The Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, 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 not-for-profit corporations. Among other things, the Association, through its Board, shall have the power to enforce and administer the restrictions set forth herein, adopt, amend and enforce the Buildings Standards, borrow money, pledge assets and receivables, levy and collect assessments, collect and maintain reserves for replacement or anticipated expenditures, enter into contracts, and take such other actions as the Board deems appropriate in fulfilling the Association's purposes. In addition, the Association shall have the duties of ownership, repair, and maintenance of the Common Areas, the obligation to fertilize, mow and maintain the lawn areas of Lots not enclosed by fences, and the right to repair and maintain the exterior portion of Improvements on Lots if the Owners fail to do so.

3.2 **Membership**. Each Owner of a fee interest in a Lot, 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.

3.3 **Voting Rights**. The Owners of each Lot shall have one (1) vote for each Lot owned in all elections and in all matters requiring a vote as set forth herein or in the Articles of Incorporation or Code of Regulations of the Association. Except as may otherwise be provided in the Code of Regulations, actions of the Association shall be subject to the consent of sixty percent (60%) of the votes allotted herein, subject to the quorum provisions set forth in the Code of Regulations. Joint, common or other multiple ownership of any of the Lots shall not entitle the Owners thereof to more than the number of votes which would be authorized if such Lot was held by one Owner.

ARTICLE 4.

BUILDING STANDARDS

4.1 **Improvements**.

(a) Dwellings. All Dwellings, the construction of which begins on or after the effective date of this Declaration, shall conform to the following requirements:

(i) Ranch-style Dwellings- 1,500 or more square feet;

(ii) All other non-ranch style Dwellings- 1,700 square feet; and

(iii) No ranch "Model Home" will be built that includes less than 1,700 square feet and no other "Model Home" will be built with less than 2,000 square feet.

Square footages as listed are computed from exterior building dimensions and are exclusive of open porches, garages, basements, and unfinished areas.

~~The undersigned, (~~If the ~~"Grantor") being the owner~~ceiling above a portion of the ~~following described property (the "Property")~~

~~Situated in the state of Ohio, county of Franklin, city of Hilliard, and being Lots Numbered One Hundred Seventy Eight (178) through Two Hundred Twenty Three (223) both inclusive of Britton Farms Section 3, Phase 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 79, Pages 72 and 73 Recorder's Office, Franklin County, Ohio. Prior Instrument Reference: Official Record 13342 page 1-l6 of the records of the Recorder's Office, Franklin County, Ohio.~~

~~does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property and in furtherance of the following purposes:~~

~~(a) the compliance with all zoning and similar governmental regulations; and~~
~~(b) the promotion of health, safety and welfare of all present and future owners and residents of the Property; and~~
~~(c) the preservation, beautification and maintenance of the Property and the structure~~

~~therein; and~~

~~(d) the preservation and promotion of environmental qualities; and~~

~~(e) the establishment, for the development for the Property, of requirements relating~~ground floor area extends to ~~land use, architectural features and site planning.~~

~~The restrictions and covenants are hereby declared~~a height equal to ~~inure to the benefit of and be binding upon the Grantor, its successors and assigns and all future owners of any lot and all others claiming under~~ or ~~through them ("Owners").~~

~~It is hereby declared that irreparable harm will result to the Grantor and other beneficiaries~~greater than the ceiling height of the second floor, then the square foot area of the first floor so described shall be considered, for the purposes of these ~~restrictive covenants by reason of violation of the~~ provisions ~~hereof or default in the observance thereof and therefore, each beneficiary shall be entitled to relief by way of injunction, damage, or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.~~

~~1. In pursuance of a general plan for the protection benefit and mutual advantage of all of the single family residential lots within the Britton/Davidson Roads Planned Unit Development, hereinafter referred to as "subdivision", and as a part of the consideration of this conveyance, the Grantor executes, creates, declares and imposes the reservations, restrictions, conditions, easements, rights and provisions, hereinafter referred to as "Restrictions", which are for the mutual benefit and protection of, and shall be enforceable by, all and any of the present and future Owners of any of said lots. Grantor, for itself and its successors and assigns ("Owners") covenants and agrees to keep and perform each of the Restrictions as hereinafter set forth.~~

~~2. These Restrictions run with the land and are binding~~, to have an equal floor area on ~~all parties and persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded after which time, they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a seventy-five~~ the second floor, not to exceed more than fifteen percent (~~75%) majority of the then owners of single family residential lots within the subdivision agreeing to change said Restrictions, in whole or in part, has been recorded.~~

~~(i)~~(iv) ~~3. No~~ 15%) of the total square footage of the Dwelling~~, garage or driveway or any addition thereto or alteration thereof shall be erected, placed or suffered to remain upon any lot unless or until the size; location;~~. Percentages apply to the total number of a given type of ~~style of architecture; materials of construction; color scheme; grading plan of the lot, including the grade elevation of the~~ Dwelling~~, plot plan showing the proposed location of the Dwelling upon the lot and the plans, including the landscape plan, and specifications thereof have been submitted in writing to and approved by Grantor, which approval shall not be unreasonably withheld or delayed. If Grantor fails to approve or disapprove such plans and specifications which have been submitted in accordance~~

~~with the terms hereof within thirty (30) days after receipt, such submission shall be deemed to have been approved by Grantor. If the Grantor disapproves such submission, the Owner may revise and resubmit the plans, specifications and other submission documents until approval is received. Grantor retains the right to inspect all construction work at all reasonable times to insure compliance herewith and with the plans and specifications as approved. If Grantor ceases to exist as any entity and this right of approval shall not have been specifically assigned to a successor in interest (which assignment shall be in writing and filed with the Recorder of Franklin County, Ohio), then the approval required hereunder shall be unnecessary and the provisions of this paragraph shall be inoperative~~ (ranch or other) within each level.

(v) No two Dwellings in a row may be built that are alike in style or color and single family Dwellings shall be built with staggered setbacks from the right-of-way line.

(vi) No bi-level Dwellings may be constructed.

(b) Other Improvements. Each Dwelling shall have a basement and an attached garage of a size reasonably intended to accommodate at least two (2) automobiles.

(c) City Code. Definitions set forth in Hilliard City Code Section 150.005, as amended from time to time (the "City Code"), shall apply to these requirements unless the context of these requirements clearly indicates or requires a different meaning. If and to the extent any requirement in this Declaration impermissibly conflicts with or violates the City Code, such requirements shall be re-characterized in such a manner to comply with the City Code while also adhering as closely as possible to the intents and purposes described herein. If and to the extent any requirement in this Declaration impermissibly conflicts with or violates the City Code and such requirement cannot be re-characterized in such a manner to comply with the City Code while also adhering as closely as possible to the intents and purposes described herein, then such requirement shall be deemed stricken herefrom and shall have no force or effect.

4.2 **Yards**. Minimum side yards shall be seven (7) feet per side with a total of fourteen (14) feet. A minimum rear yard of twenty-five (25) feet shall be provided on all Lots except corner Lots. A minimum set back of thirty (30) feet on all Lots except corner Lots which shall be twenty-five (25) feet. Architectural projections (eaves, steps, etc.) may project into required side or rear yards up to eighteen (18) inches. Fireplaces may project into required side or rear yards up to twenty-four (24) inches. Open porches may project into required rear yards.

4.3 ~~4.~~ **Street Lights**. A street light has been or will be installed at each intersection and major curves within the single family element of the Development Property. A gas or electric "post coach light" shall be installed in the front lawn of each Lot at such Lot Owner's expense.

4.4 **Trees and Shrubs.**

(a) Street trees have been or will be planted on a one (1) per Lot basis, except corner Lots, where there will be two (2) per Lot. Trees will be of deciduous species normally attaining full grown height in excess of fifty (50) feet and will be of one and three-quarters (1 ¾) inch caliper or greater at the time of planting.

(b) In addition to street trees, tree and shrub plantings have been or will be made on each Lot which, at a minimum, consist of one-half (1/2) inch trunk size for each one hundred fifty (150) square feet of finished floor area of the Dwelling on that Lot. Plantings will be completed either by the builder or by the buyer of the Lot as soon as reasonably practicable after completion of the home.

(c) All landscaping requirements set forth in this text must equal or exceed the City of Hilliard's "Landscaping Ordinance," as amended from time to time.

4.5 **Mailboxes**. Mailboxes shall be of a coordinated design and construction throughout the Development Property. Each Owner shall supply and maintain his, her, or its own mailbox.

4.6 **Fences & Walls**.

(a) No portion of any Lot nearer to any street than the building setback line(s) as shown on the recorded plat of the subdivision shall be used for any purpose other than that of lawn. No fence or wall of any kind or for any purpose except ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entry structures, shall be erected, placed or suffered to remain an any lot nearer to any street, now existing or hereafter created, than the front of the dwelling. Subject to Section 4.6(b) below, nothing herein contained shall be construed to prevent the use of such portion of any Lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, small, statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying the lot. No fence or wall shall be erected, placed or suffered to remain on any Lot beyond the building setback line(s) as shown on the recorded plat. No chain link or wire fence of any kind shall be erected, placed or suffered to remain on any Lot

(b) No fence, wall, hedge or planting which obstructs sight lines at elevation of between two (2) and six (6) feet above the roadways shall be erected, placed or suffered to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting then at points twenty-five (25) feet from the intersection of the property lines so extend. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(c) No chain link fencing will be permitted within the Development Property. Only "split rail" fences will be permitted on the rear lots adjacent to Davidson Road and Britton Road, unless the Association approves an alternate design and location plan.

4.7 **Lot Signage**. No sign of any kind shall be displayed to the public view on any Lot except: one (1) professional sign of not more than one (1) square foot may be attached to the front of a Dwelling; one (1) temporary sign of not more than six (6) square feet advertising the Lot and the Improvements thereon for sale or for rent may be placed upon each Lot; and other signs as may be approved by the Association intended to be used by a builder to advertise any new Dwellings or other Improvements during any applicable and related construction and sales period. The Association establish standards for uniform signage and the total number of signs to be used by each builder and real estate broker during any construction ~~on any lot~~and sales period as to all Lots.

4.8 **Swimming Pools**. No swimming pool measuring more than sixty-four (64) square feet shall be constructed or maintained above the finish grade at its location as shown on the matter grading plan for the Development Property.

4.9 **No Build Zones**. No alterations or modifications shall be permitted as in relation to platted "No Build Zones."

4.10 **Lot Splits**. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new Lot within the Development Property.

4.11 **Grading/ Drainage Plan**. 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 Development Property or any existing swales, floodways, or other drainage configuration.

~~1.1~~4.12 **Timeliness**. All construction on any Lot shall be completed within a reasonable time after the start thereof.

ARTICLE 5.~~5. Each lot~~

GRANT OF EASEMENTS

5.1 **Access**. Declarant hereby establishes and grants to and for the benefit of the Owners of the Lots, for use by such Owners and their respective Permittees, a non-exclusive, perpetual easement over, across, through and upon the roadways, driveways, walkways and other Common Areas contained within the Development Property, as the same may exist from time to time, for the purpose of ingress and egress. In no event, however, shall such grant include an easement for parking in the Parking Areas on each Lot. Except as may otherwise be provided herein, each Owner shall have the right at any time and from time to time to: (a) change the areas, locations and arrangements of roadways, driveways, walkways, Parking Areas and other Common Areas contained on such Owner's Lot; (b) close any or all portions of the Common Areas to such extent, but only to such extent, and for such time, but only for such time, as may be legally necessary to prevent a dedication thereof or the accrual of any rights to any Person or

to the public therein; (c) close temporarily, if necessary, any part of the Common Areas to the extent necessary, but only to the extent necessary, to perform repairs and maintenance; and (d) make changes, additions, deletions, alterations or improvements in and to such Common Areas, subject to the other provisions of this Declaration.

5.2 **Utilities**. Easements for the installations and maintenance of utilities and drainage facilities are reserved as shown on [the recorded plat]. Declarant hereby establishes and grants to and for the benefit of each Owner of a Lot, its lessees and licensees, a non-exclusive, perpetual easement to install, use, maintain, repair and replace underground utility facilities, such as water, gas, electric and telephone lines and storm and sanitary sewers, under and beneath the surface of those areas of the Development Property located within existing utility easement areas or within required property setbacks. To the extent the rights granted by this Section 5.2 shall entitle any Owner to connect to any underground utility facilities serving Improvements located on a Lot owned by another Owner, such right shall be limited to the right to connect to the main utility lines and such Owner shall not have the right to connect to any laterals or service lines providing utility service to the Improvements located on the Lot owned by the other Owner. Additionally, no connection to any main utility lines shall diminish or otherwise adversely affect then-existing utility services provided via such lines to Improvements located on other Lots. Each such Owner agrees, for itself and its assigns and successors in ownership of the Lot, that in the exercise of the foregoing rights, the then Owner of the Lot shall promptly repair any damage caused to any other Lot in the Development Property on account of the use of such facilities and shall promptly restore the areas of the Development Property so affected to substantially the same condition as existed prior to the exercise of such rights, such work to be performed in a good and workmanlike manner and at the sole cost and expense the then Owner of the Lot. Except in the case of an emergency, the Owner of the Lot so conducting the work shall also provide reasonable advance notice to the Owner of any Lot affected thereby of any anticipated repair or replacement of facilities pursuant to this Section 5.2, and in all circumstances exercise those rights in a manner reasonably calculated, to the extent feasible, to minimize disruption of the operation of the businesses located on each and any other Lot. The Owner of the Lot shall be responsible for maintaining and repairing any such pipes and facilities exclusively serving such Lot at such Owner's sole cost and expense. In no event shall the exercise of any rights provided herein affect any of the buildings or parking areas located on an Owner's Lot.

5.3 **Signage Entry Feature**. Declarant hereby establishes and grants to and for the benefit of the Association, an exclusive, perpetual easement to install, use, maintain, repair and replace one (1) sign and a related entry feature within the area on the Site Plan designated as "Signage Entry Feature". The Signage Entry Feature shall be substantially consistent with that sign existing as of the date hereof. Any material changes to the design of the Signage Entry Feature from the currently existing sign shall require the prior written approval of the Association. If proposed material modifications to the Signage Entry Feature are proposed, the Association shall approve or disapprove in writing such modifications within a reasonable time. If such written approval or disapproval is not given within a reasonable time, such modified plans shall be deemed to have been approved by the Declarant. The Association shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Signage Entry Feature and the corresponding area. All construction, installation, maintenance and repair of the Signage Entry Feature shall be performed lien-free, in a good and workmanlike manner, in a manner so as not to unreasonably interfere with the business operations of the

Declarant, and in compliance with all applicable governmental rules and regulations. The Association shall maintain the Signage Entry Feature in a good and safe condition and in compliance with all applicable governmental rules and regulations and shall make necessary repairs, replacements and restorations in a timely manner and in compliance with the requirements of the preceding sentence.

5.4 **Easement for Association Property**. Every Owner of a Lot shall have a right and non-exclusive easement of enjoyment in and to the Association-owned property or other Association assets which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Code of Regulations to establish, modify amend and rescind reasonable rules and regulations regarding use of the property and assets; and

(b) The right of the Association to suspend the voting rights and right to use of the property and assets by an Owner for any period during which any Association Assessment (define below) under this Declaration against such Owner's Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE 6.

RESTRICTIONS

The following restrictions shall apply to the Development and/or all Lots and/or Owners:

(a) Each Lot and Dwelling shall be used and occupied solely and exclusively for the purpose of a private residence by a single family and no other than one (l) single family private residence building shall be erected, placed or suffered to remain thereon.

~~("Dwelling") shall be erected, placed or suffered to remain thereon.~~

(b) ~~6.~~ No trade or commercial activities shall be conducted upon any ~~lot~~Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the ~~owners~~Owners of ~~lots~~Lots in the ~~subdivision~~Development Property; provided, however, nothing contained herein shall be construed to prohibit, limit or impede construction activities in this subdivision or future sections of the ~~Planned Unit Development~~ development nor to prohibit, limit or impede the marketing and sale of ~~lots~~Lots and ~~homes~~Dwellings within the ~~subdivision and Planned Unit~~ Development Property, including the use of model ~~homes~~Dwellings, trailers, garages or other structures for these purposes, so long as such activities are in compliance with the laws and regulations of the ~~municipality~~City of Hilliard.

~~7. Easements for the installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Grantor reserves the right to create additional or modified easements for utilities and storm drainage in the subdivision for a period of three (3) years from the date of creation of these restrictions. Future lot Owners in the subdivision hereby agree to join with Grantor in creating any such additional or modified easements as may be reasonably~~

~~requested by the Grantor.~~

(c) ~~8.~~ No storage tank(s) larger than ten (10) cubic feet including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on any ~~lot except underground~~Lot; provided, however, water, sewage, and/or other tanks may be stored underground on a Lot if and to the extent permitted by the City Code and/or other state and federal laws.

~~9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood.~~

~~10. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot as a residence either temporarily or permanently.~~

~~11. No sign of any kind shall be displayed to the public view on any lot except: one (1) professional sign of not more than one (1) square foot may be attached to the front of a residence; one (1) temporary sign of not more than six (6) square feet advertising the premises for sale or for rent may be placed upon each lot; and other signs as may be approved by Grantor intended to be used by a builder to advertise the premises during the construction and sales period. The Grantor reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and real estate broker during the construction and sales period as to all lots.~~

(d) ~~12.~~ No well, either temporary or permanent, for gas, water, oil or other substance shall be erected, placed or suffered to remain upon any ~~lot; nor shall any lot be used for any purpose which may endanger the health or unreasonably disturb the quiet possession of the owner(s) of any lot~~Lot.

(e) ~~13.~~ No Lot shall be used for any purpose which may endanger the health or unreasonably disturb the quiet possession of the Owners, Permittees, or other Persons.

(f) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is an annoyance or nuisance to the Owners, Lots, or surrounding community.

(g) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

~~(e)~~(h) No animals or insects of any kind except dogs, cats or other household pets which are kept for domestic purposes only and are not kept or bred for any commercial purpose shall be kept upon any ~~lot~~Lot. No wild, exotic, or vicious animals shall be kept upon any ~~lot~~Lot at any time.

~~(f)~~(i) ~~14.~~ No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be placed or stored within the ~~subdivision~~Development Property unless the same are in a garage or at the rear of the ~~dwelling~~Dwelling and out of view from the street curbs ~~provided however that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during construction of the subdivision and the dwellings therein~~.

~~(g)~~(j) ~~15.~~ No ~~lot sale~~Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, garbage, or other waste shall ~~not~~ be kept ~~except~~only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

~~16. No portion of any lot nearer to any street than the building setback line(s) as shown on the recorded plat of the subdivision shall be used for any purpose other than that of lawn. No fence or wall of any kind or for any purpose except ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entry structures, shall be erected, placed or suffered to remain an any lot nearer to any street, now existing or hereafter created, than the front of the dwelling. Subject to Paragraph 17, nothing herein contained shall be construed to prevent the use of such portion of any lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, small, statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying the lot. No fence or wall shall be erected, placed or suffered to remain on any lot beyond the building setback line(s) as shown on the recorded plat. No chain link or wire fence of any kind shall be erected, placed or suffered to remain on any lot.~~

~~(h)~~(a) ~~17. No fence, wall, hedge or planting which obstructs sight lines at elevation of between two (2) and six (6) feet above the roadways shall be erected, placed or suffered to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting then at points twenty-five (25) feet from the intersection of the property lines so extend. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.~~

~~18. No swimming pool measuring more than sixty-four (64) square feet shall be constructed or maintained above the finish grade at its location as shown on the matter grading plan for the Subdivision.~~

~~(i)~~(k) ~~19.~~ No television satellite receiver ("dish") in excess of three (3) feet in diameter shall be placed outside of any Dwelling.

~~(j)~~(l) ~~20.~~ No solar panels or collectors extending more than twelve (12) inches above the finished grade of the roof shall be placed upon any Dwelling.

~~(k)~~(m) ~~21.~~ No antenna extending more than ten (10) feet above the finished grade of the roof shall be placed upon or about any Dwelling.

~~(l)~~(n) ~~22.~~ No metal storage building shall be erected, placed or suffered to remain upon any ~~lot~~Lot.

~~23. All mail boxes within the Subdivision shall be of a coordinated design and construction as determined by Grantor.~~

~~24. Street tree(s), the type, size and location of which shall be designated by Grantor and approved by the Municipal Shade Tree Commission, shall be planted and maintained on each lot by Owner in conformity with 25-D & E, below.~~

~~25. All dwellings and improvements shall conform to the following requirements:~~

~~A. A minimum floor area for single family homes shall be in accordance with the following table:~~

~~Ranch~~	~~All Others~~
~~1,500 or more square feet~~	~~1,700 or more square feet~~
~~50% of the homes will be in excess of 1,700 sq. ft.~~	~~50% of the homes will be in excess of 1,700 sq. ft.~~

~~(ii)~~(i) ~~No ranch "Model Home" will be built that includes less than 1,700 square feet and no other "Model Home" will be built with less than 2,000 square feet.~~

~~Square footages as listed are computed from exterior building dimensions and are exclusive of open porches, garages, basements, and unfinished areas. In the event the ceiling above a portion of the ground floor area extends to a height equal to or greater than the ceiling height of the second floor, then the square foot area of the first floor so described shall be considered, for the purposes of these provisions, to have an equal floor area on the second floor, not to exceed more than fifteen (15) percent of the total square footage of the house. Percentages apply to the total number of a given type of home (ranch or other) within each level.~~

~~B. Minimum side yards shall be seven (7) feet per side with a total of fourteen (14) feet. A minimum rear yard of twenty-five (25) feet shall be provided on all lots except corner lots. A~~

minimum set back of thirty (30) feet on all lots except corner lots which shall be twenty-five (25) feet. Architectural projections (eaves, steps, etc.) may project into required side or rear yards up to eighteen (18) inches. Fireplaces may project into required side or rear yards up to twenty-four (24) inches. Open porches may project into required rear yards.

C. A street light will be installed at each intersection and major curves within the single family element of the development by Grantor. A gas or electric "post coach light" shall be installed in the front lawn of each house at Owner's expense.

D. Street trees will be planted on a one (1) per lot basis, except corner lots, where there will be two (2) per lot. Trees will be of deciduous species normally attaining full grown height in excess of fifty (50) feet and will be of one and three-quarter (1 ¾) inch caliper or greater at the time of planting.

E. In addition to street trees, tree and shrub plantings will be made on each lot which, at a minimum, consist of one-half (1/2) inch trunk size for each one hundred fifty (150) square feet of finished floor area by a single family structure. Plantings will be completed either by the builder or by the buyer of the home as soon as reasonably practicable after completion of the home.

F. Mailboxes shall be of a Grantor coordinated design and construction throughout the single family segment of the development and shall be provided by Owner.

G. No two homes in a row will be built that are alike in style or color and single family homes shall be built with staggered setbacks from the right-of-way line.

H. The single family element of this development will be built with curb and gutter (no mountable curb shall be permitted).

(m)(a) I. Each Dwelling shall have a basement and an attached garage of a size reasonably intended to accommodate at least two (2) automobiles.

J. Area shall be measured from the exterior building dimension.

K. Definitions set forth in Hilliard City Code Section 150.005, as amended and in effect on April 1, 1987, shall apply to these requirements unless the context of these requirements clearly indicates or requires a different meaning.

L. No bi-level homes will be permitted to be constructed.

M. All landscaping requirements set forth in this text must equal or exceed this city's "Landscaping Ordinance".

26. No chain link fencing will be permitted within the PUD. Only "split rail" fences will be permitted on the rear lots adjacent to Davidson and Britton Roads unless Grantor prior written consent has been obtained as to design and specific location.

~~27. No alterations or modifications shall be permitted as in relation to platted "No Build Zones".~~

(o) ~~28.~~No radio, television or unreasonably loud speaker or amplifier that can be seen or heard in a manner which unreasonably annoys, disrupts, or disturbs other Owners, Permittees, or other Persons on or near the Development Property shall not be placed or permitted on any Lot.

ARTICLE 7.

MAINTENANCE

7.1 Maintenance Obligations of Owners.

(a) Each Owner shall, at its sole cost and expense, perform or cause to be performed all Maintenance (as hereinafter defined) of all Improvements and Common Areas on its Lot (including the exterior of all buildings and the landscaping) in good order, condition and repair and in accordance with _____ [Code of Regs, this Declaration, community standards, etc.].

(b) For purposes of this Article 7, the term "Maintenance" (and its correlative term, "Maintain") means to keep all Common Area and Improvements at all times in good order, condition and state of repair in accordance with standards of _____. Without limiting the generality of the foregoing, each Owner in the performance of such Maintenance shall observe at least the following standards:

(i) Maintain (including the removal of snow and ice), repair and replace the surface of all Parking Areas, driveways, roadways and sidewalks;

(ii) repair, replace and repaint as necessary Parking Area striping, markers, and directional signs;

(iii) remove all papers, debris, and refuse and sweep all Parking Areas and other paved areas as reasonably required;

(iv) clean, repair and replace as necessary lighting fixtures and relamp, reballasting and required repairs;

(v) Maintain, irrigate and replace the landscaping, Maintain all irrigation systems in good order and working condition, and mow and edge all grass areas;

(vi) clean, Maintain, repair and replace as necessary signs, including, without limitation, monument signs, directional and stop signs, identifications signs and tenant storefront signs;

(vii) clean, repair, Maintain in good order, condition and repair, and replace as necessary, all common utilities to the extent that the same are not cleaned, repaired Maintained or replaced by public utilities, and clean, repair, Maintain in good order, condition

and repair, and replace as necessary, and take such measures as are reasonably necessary to prevent the overflow of any detention basins; and

(viii) keep the Parking Areas and sidewalks on the Lot properly illuminated during all hours of darkness that the building(s) on the Lot are open.

(c) If an Owner fails to Maintain the Improvements or Common Area on its Lot as provided herein within thirty (30) days after notice from the Association, then the Association may enter upon such Lot and perform such Maintenance. Such Owner shall reimburse the Association for (i) the costs of performing such Maintenance, and (ii) an administrative fee equal to twenty-five percent (25%) of such costs, within thirty (30) days after receipt of an invoice therefor from the Association. If such Owner fails to pay such amount within such thirty (30) day period, the Association may exercise the same rights with respect to such nonpayment as it may undertake with respect to nonpayment of an Association Assessment pursuant to Section 7.3 below, including the filing of a lien and the foreclosure thereof.

7.2 Maintenance Obligations of Association.

(a) Notwithstanding Section 7.1, the Association shall be responsible for the Maintenance of the public roads within the Development Property, including, without limitation, any fencing, if any, on either side of such roads and all paved and landscaped areas lying between any fencing, and the Association Maintenance Area in good repair and in a first class manner, such Maintenance to be funded as hereinafter provided. This Maintenance shall include, but not be limited to, cleaning (including the removal of snow and ice), repair (including periodic sealing and striping) and replacement of all paved surfaces, maintenance, repair, and replacement of all landscaping and other flora, including periodic mowing of grass and weed removal, the painting of the fencing a minimum of one time within five (5) years of construction and thereafter a minimum of one time every three (3) years, the replacement of broken fencing within three (3) business days, and the neat and attractive maintenance of all landscaping, including irrigation, fertilization and application of appropriate pesticides and herbicides, and regular trash and debris removal. The Maintenance of the Association Maintenance Area shall not include Maintenance which the Owner(s) of Lots shall perform or cause to be performed at their sole cost and expense. Notwithstanding the preceding sentence, the Association shall be obligated to Maintain the signage and entry feature within the area on the Site Plan designated as "Signage Entry Feature".

(b) Declarant, on behalf of the Owners, hereby grants the Association an easement for the term of this Declaration to enter upon the Association Maintenance Area and the Lots and so much of the Development Property as may reasonably be necessary to perform the Maintenance herein required in accordance herewith.

(c) The Association shall indemnify and hold the Owner(s) and legal occupants of each Lot harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Association, its contractors, employees, agents, or others acting on behalf of the Association. In addition, the Association shall promptly repair and restore to its pre-existing condition, at its sole cost and

expense, any damage caused to the property of the Owners and legal occupants of the Development Property arising from the negligent, intentional or willful acts or omissions of the Association, its contractors, employees, agents, or others acting on behalf of the Association and shall promptly pay and cause the release of any mechanic's lien claim filed against the Development Property that arises out of work performed by the Association.

(d) The Association shall maintain insurance in accordance with the provisions of…..

7.3 **Association Assessments**.

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

(b) There shall be an Annual Assessment and Special Assessments. "Annual Assessment" means the assessment for Common Expenses payable once per year by the Owners of each Lot. "Special Assessments" means assessments for expenses other than Common Expenses. "Association Assessments" means, collectively, Annual Assessments and Special Assessments. Special Assessments shall be assessed, if at all, as determined from time to time by the Association. No increases in the Annual Assessment or Special Assessments shall be made by the Association except by a vote of seventy-five percent (75%) or more of the Owners.

(c) The Annual Assessment for each Lot shall commence on January 1 of the year immediately following the issuance of an occupancy permit or other instrument allowing occupancy of a dwelling on each such lot. The Annual Assessment and any Special Assessment for a given calendar year shall be fixed not later than December 1 of the prior calendar year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Association, Annual Assessments for Common Expenses shall be collected on an annual basis and shall be payable by each Owner on or prior to March 1 of each calendar year.

(d) The Association Assessments, together with interest from and after the date of delinquency pursuant to Section 7.3(f) below, and all costs and reasonable attorneys' fees in connection with collecting the Association Assessments in the event of failure to pay the Association Assessments in a timely manner in accordance herewith, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Association Assessment is made, until paid. The Association Assessments accruing during a given Owner's ownership of the applicable Lot, together with interest from and after the date of delinquency pursuant to Section 7.3(e) below and all costs and reasonable attorneys' fees in connection with collecting the Association Assessments in the event of failure to pay the Association Assessments in a timely manner in accordance herewith, shall also be the personal obligation of the Owner of such Lot at the time when the Association Assessments fell due. No such Owner may waive or

otherwise exempt itself from liability for Association Assessments for any reason including, by way of illustration and not limitation, non-use of the Association Maintenance Area or Private Road or any services provided by the Association or abandonment of the applicable Lot or any portion thereof. No diminution or abatement of any Association Assessments or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Association to take some action or perform some function necessary or appropriate under the terms of this Agreement or for inconvenience or discomfort arising from the making of repairs or performing of maintenance that is the responsibility of the Association hereunder, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

(e) Association Assessments shall be due within thirty (30) days after receipt of an invoice therefor. Any Association Assessments installment which is not paid within thirty (30) days after its due date shall be delinquent. If any Assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

(i) Assess an interest charge from the date of delinquency at the lesser of twelve percent (12%) per annum and or the maximum rate allowed by law;

(ii) Bring an action at law against any person or entity personally obligated to pay the delinquent installments; and/or

(iii) File a statement of lien with respect to the Lot, and foreclose upon such lien under applicable law, as set forth in more detail below; provided, however, that the Association may only enforce the remedies described in items (ii) and (iii) above after the defaulting Owner has failed to remit payment within fifteen (15) days after a second notice of such Association Assessment has been delivered to such Owner.

The Association may file a statement of lien by recording with the Recorder of Franklin County, a written statement with respect to the applicable Lot, setting forth the name of the fee simple owner(s) thereof, the legal description of the applicable Lot to which such lien has attached, the name of the Association, and the amount of delinquent Association Assessments then owing, which statement shall be duly signed and acknowledged by an officer of the Association or by the Manager, if any, and which shall be served upon the Owner(s) of the applicable Lot by mail to the address for the Owner as set forth in Section 9.3(c) below and the address set forth in the records of the Franklin County Auditor for the applicable Lot. Thirty (30) days following the mailing of such notice, the Association may deliver a second such notice. If the Owner fails to pay any delinquent amounts to the Association within thirty (30) days following the milling of such second notice, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Association. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Association shall have the power to bid for the applicable Lot at the foreclosure sale and to purchase, hold, lease, mortgage and sell the same. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

(f) In addition to the personal obligation of the Owners to pay all Association Assessments on their respective Lots and the Association's lien on the Lots for such Association Assessments, all successors to the fee simple title of the applicable Lot or any portion thereof, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Association Assessments, interest, late charges, costs, expenses, and attorneys' fees against the applicable Lot, without prejudice to any such successors' right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the applicable Lot shall not be personal and shall terminate upon termination of such successor's fee simple interest in such applicable Lot. In addition, such successor shall be entitled to conclusively rely on the statement of liens shown on any certificate issued by or on behalf of the Association under Section 7.4(i) hereof and shall not be liable for any amount not shown on any such certificate that is issued.

(g) The lien of the Association Assessments provided for herein shall be subordinate to the lien of any loan evidenced by a recorded First Mortgage and to any refinancing loan to refinance any such loan, provided that any such refinancing is evidenced by a First Mortgage of record. Except as set forth above and in Section 7.3(__), no sale or transfer shall relieve the Lot from liability for any Association Assessments or from the lien thereof. However, sale or transfer of the applicable Lot or any part thereof pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Association Assessments as to installments which became due prior to such sale or transfer. Except as provided in Section 7.3(g), no sale or transfer shall relieve the purchaser or transferee of any portion of the applicable Lot from liability for, nor such applicable Lot from the lien of, any Association Assessments made thereafter.

(h) The Association shall, upon written request, report to any such First Mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such First Mortgagee shall have furnished to the Association written notice of the existence of its First Mortgage, which notice shall designate the Lot encumbered by a prior legal description and shall state the address to which notices pursuant to this paragraph are to be given. Any such First Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

(i) Upon ten (10) days' written notice to the Treasurer of the Association or the Manager and payment of a processing fee set by the Association from time to time, not to exceed Twenty-Five Dollars ($25), any Owner or Mortgagee, prospective Owner or Mortgagee, or any partner or other equity interest holder (actual or prospective) in an Owner or prospective Owner of such Lot shall be furnished a statement of account setting forth:

(i) The amount of any unpaid Association Assessments, interest, late charges, costs, expenses, and attorneys' fees then existing against the applicable Lot;

(ii) The amount of the current periodic installments of the Association Assessments and the date through which they are paid; and

(iii) Any other information deemed proper by the Association.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

(j) The omission or failure of the Board to fix the Association Assessments amounts or rates or to deliver or mail to the Owner(s) an Association Assessments notice shall not be deemed a waiver, modification, or a release of any such owner from the obligation to pay Association Assessments. In such event, such Owner(s) shall continue to pay Association Assessments on the same basis as for the last year for which an Association Assessments was made until new Association Assessments are made at which time any shortfalls in collections may be assessed retroactively by the Association. The Board shall keep full and correct books of account on such basis as the Board shall reasonably determine. Upon request of any Owner or Mortgagee thereof, such books of account may be inspected by such requesting entity or its representatives, duly authorized in writing, at such office and at such reasonable time or times during the Board's normal business hours.

ARTICLE 8.

TERM

This Declaration and the rights, obligations and liabilities created herein shall extend for a term of fifty (50) years from the Effective Date and shall automatically be extended for terms of ten (10) years each thereafter unless at least seventy-five percent (75%) of the Owners agree to amend or terminate this Declaration at the end of each term as extended. In any event, the easements contained in Article 5 hereof shall be perpetual to the extent permitted by law and unless otherwise specified herein. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by provisions of the Declaration, except as related to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

ARTICLE 9.

MISCELLANEOUS

9.1 Estoppels. Each Owner and the Association shall, within fifteen (15) days of written request from time to time of any other Owner or the Association (the "Requesting Party"), but not more often than twice in any calendar year, issue to a prospective Mortgagee of the Requesting Party or to a prospective successor to the Requesting Party, an estoppel certificate stating:

(i) whether the party to whom the request has been directed (the "Responding Party") knows of any default by the requesting party under this Declaration, and if there are known defaults, specifying the nature thereof;

(ii) whether to the Responding Party's knowledge this Declaration has been assigned, modified or amended in any way by such party (and if it has, then stating the nature thereof); and

(iii) that to the Responding Party's knowledge this Declaration as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Responding Party to the extent (x) such claim is based upon facts known to the Responding Party that are contrary to those asserted in the statement and (y) the claims are asserted against a bona fide encumbrance or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Responding Party to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such party to disclose correct and/or relevant information.

9.2 Covenants Running with the Land. The terms of this Declaration shall constitute covenants running with the land and shall inure to the benefit of all Lots within the Development Property.

~~1.1~~9.1 Construction of Agreement. These Restrictions shall be construed toward their strict enforcement whenever reasonably necessary to insure uniformity and harmony of plan, development and use within the ~~Subdivision~~Development and if necessary, they shall be so extended and enlarged by reasonable construction placed upon ~~then by Grantor~~them in good faith shall be final and binding as to all persons and property benefited or bound hereby. The invalidity of any provision hereof or any part thereof shall not affect the remaining provisions hereof or parts thereof, nor shall any failure by ~~Grantor~~Declarant, Owners, or the Association, however long continued (except in the case of a specific waiver thereof), to object to any breach of or to enforce any provision which is contained herein, be deemed as a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

~~29. Grantor may enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, any breach of these Restrictions.~~

~~30. Except as Grantor may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.~~

~~31. Without the prior written consent of Grantor, 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 configuration.~~

~~32. Grantor reserves the right to amend or modify these restrictions by a Declaration of~~

Amendment if such amendment is requested or required by any Federal, State or Municipal Governmental Agency to secure governmental approval for mortgage financing purposes or otherwise for any legitimate governmental purpose. The recordation of such amendment shall be sufficient evidence or otherwise for any legitimate governmental purpose, of such request and requirement and no further evidence shall be necessary or required.

33. In order to provide for the maintenance of easements, reserves, right of ways, entrances and entrance features, or other areas in or adjacent to the subdivision and the Planned Unit Development, a Homeowners Association may subsequently be created by Grantor in order to perform these functions and to contribute to the enjoyment of the Owners, benefit the subdivision and Planned Unit Development and provide for other matters of concern to owners of lots in the subdivision. In the event Grantor organizes such association it will be known as The Britton Farms Homeowners Association or such other name as Grantor determines (the "Association"). The purpose of the Association shall be to maintain and landscape entrance areas and easements, rights of way or other areas, the control of which is either conveyed or otherwise assigned to the Association, to establish and maintain rules and regulations pertaining to the maintenance and use of such areas and to take other actions that the Association will be authorized to take pursuant to its articles of incorporation and bylaws for this instrument.

(A) The Association membership shall be comprised of the record owners of all lot owners in the Subdivision, including additional lots and phases or sections in said subdivision to be added hereto at a later time. The owners of each Lot shall have one (1) vote for each Lot owned in all elections and in all matters requiring a vote as set forth herein or in the Articles of Incorporation or By-Laws of the Association. However, until the earlier of January 1, 1999, or that date when Grantor owns less than twelve (12) lots in the Planned Unit Development and including for all purposes hereof such additional phases or sections to be added hereto, Grantor for each lot so owned shall have fifty (50) votes in all elections and in all such matters requiring a vote. For the purposes of computing the lots of Grantor, the Subdivision and additional phases or sections (herein the "Development") is projected to have a minimum of two hundred ninety-eight (298) lots and Grantor shall have votes based upon platted and projected lots. Except as otherwise provided, actions of the Association shall be subject to the consent of sixty percent (60%) of the votes allotted herein, subject to the quorum provisions set forth in the Association's Articles of Incorporation or this Deed. Joint, common or other multiple ownership of any of the Lots shall not entitle the owners thereof to more than the number of votes which would be authorized if such lot was held under one name.

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

~~In the event the Association is established, the annual assessment for Common Expenses shall be Thirty Dollars ($30.00) per year. Special Assessments (assessments for expenses other than Common Expenses) shall be assessed, if at all, as determined from time to time by the Association. No increases in the annual assessment for Common Expenses nor Special Assessments shall be made by the Association except by a vote of seventy-five percent (75%) or more of the total votes of all of the then owners of lots in the subdivision and Planned Unit Development; provided, however, the lots then owned by the Grantor and other lots not fully improved with a residential structure for which a certificate of occupancy has been issued shall not be entitled to vote for any such increase of annual assessment for Common Expenses or Special Assessment, as the case may be.~~

~~Written notice of any meeting for the purpose of taking any action by the Association to either increase the annual assessment for Common Expenses or to make a Special Assessment shall be sent to all members of the Association not less than thirty (30) days no more than sixty (60) days in advance of any such meeting. At any such meeting, or any other meeting called by the Association for the purpose of taking any official action of the Association, the presence of members or proxy representing members which, in the aggregate, are entitles to cast a majority of all of the votes of the members of the Association shall constitute a quorum for purposes of any action.~~

~~In the event the Association is subsequently created, the annual assessment for Common Expenses for each lot shall commence on January 1 of the year immediately following the issuance of an occupancy permit or other instrument allowing occupancy of a dwelling on each such lot. The annual assessment for Common Expenses and any special Assessment for a given calendar year shall be fixed not later than December 1 of the prior calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto. Unless otherwise established by the Association, annual assessments for Common Expenses shall be collected on an annual basis and shall be payable by each member prior to March 1 of each calendar year.~~

~~All sums assessed to any Lot pursuant hereto, including those owned by the Grantor, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a continuing lien on such Lot in favor of the Association.~~

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

~~The lien for sums assessed pursuant hereto nay be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be~~

foreclosed in Ohio. In any foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, inc1uding reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

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

(C) Every owner of a lot shall have a right and non- exclusive easement of enjoyment in and to the Association owned property or other Association assets which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(1) The right of the Association from time to time in accordance with its By-Laws to establish, modify amend and rescind reasonable rules and regulations regarding use of the property and assets; and

(2) The right of the Association to suspend the voting rights and right to use of the property and assets by an owner for any period during which any assessment level under this deed against such owner's Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

34. If desired by Grantor, additional lots in other sections or phases of the Development shall be subject to restrictions similar to the covenants described in this instrument. Such Lots in such additional sections or phases shall be subject to enforcement or such restrictions by the owners of

~~the within lots and the owners of the within lots are subject to enforcement of the restrictions described herein by such other owners to promote uniformity and a harmonious subdivision. In addition, such lots in additional sections or phases at the option of Grantor shall be and become members of the Association described herein and shall have the use and enjoyment in an equal manner with respect to any facilities or amenities, easements or enjoyments and likewise shall share in the costs, expenses, duties and obligations associated therewith.~~

9.2 Gender. Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

9.3 No Joint Venture. None of the terms or provisions of this Declaration shall be deemed to create a partnership among the Owners or the Association in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate entity, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

9.4 No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Development Property or of any tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

9.5 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in a no way effect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

9.6 Amendment. Notwithstanding anything contained herein, the Owners shall in good faith execute such amendments or additional similar agreements to the extent requested by Declarant in connection with the sale or lease of any Lot or any sale or lease transaction on any part of the Development Property, which amendments or agreements shall include normal and customary easements as provided herein and restrictive covenants and such provisions at such purchaser or lessee may reasonably request, provided, however, any such amendment shall not adversely affect any Lot unless the Owner thereof has consented to such amendment in writing.

9.7 Captions. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Declaration.

9.8 Notices.

(a) Any notice or other instrument required or permitted to be given or delivered to Declarant or the Association under the terms of this Declaration shall be deemed to

have been given and delivered, three (3) days after being deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

Britton Farms Homeowners Association
c/o Ted Barrows
4834 Sarasota Dr.
Hilliard, Ohio 43026

(b) Any notice or other instrument required or permitted to be given or delivered to an Owner under the terms of this Declaration shall be deemed to have been given and delivered, three (3) days after being deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed (until notice of another address is furnished as provided herein) to the address for the Owner of such Owner's Lot which is set forth in the deed or other instrument conveying such Lot to the Owner.

(c) Notices may also be sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be effective one (1) business day after being sent by such nationally recognized overnight courier.

(d) A party's address may be changed, or may be initiated, by written notice to all other Owners. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

9.9 No Rescission. It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration or (ii) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of the Development Property. However, such limitation shall not affect in any manner any rights or remedies to which a party may be entitled hereunder by reason of any such breach.

9.10 Time of the Essence. Time is of the essence of this Declaration.

9.11 Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

9.12 Mortgage Priority. Any mortgage, deed of trust, or deed to secure debt affecting a Lot, shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage, deed of trust or deed to secure debt, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and conditions of this Declaration.

9.13 Governing Law. This Declaration shall be governed, construed, applied and enforced in accordance with the laws of the State of Ohio. The parties acknowledge that the parties and their counsel have reviewed and revised this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any exhibits or amendments thereto.

9.14 Rights of Lessees. Notwithstanding anything to the contrary set forth anywhere in this Declaration, any Owner may, pursuant to a written provision in any lease between such Owner and such Owner's lessee within a Lot, nominate such lessee to act on behalf of such Owner with respect to such Owner's rights and responsibilities pursuant to this Declaration, and Declarant and every other Owner (a) shall accept such lessee's performance of such Owner's obligations pursuant to this Declaration with the same force and effect as though performed by such Owner, and (b) shall recognize such lessee as though it were the Owner of such Lot for all purposes, including but not limited to any obligations running to the benefit of such Owner's Lot. Such lessee may enforce directly any remedy available to such lessee's Owner, in such lessee's name, the applicable Owner's name, or both. Notwithstanding any such nomination of its lessee by an Owner, such Owner shall remain primarily liable for any and all obligations of such Owner set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be executed as of the Effective Date.

THE CITIZENS BANKING COMPANY,

By: _____

STATE OF OHIO)
)ss:
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, _____ of The Citizens Banking Company, a stated chartered banking institution, acknowledged before me on this day that, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____, 2012.

Notary Public
My Commission Expires: _____

THE VILLAGE CENTER OF PLAIN CITY ASSOCIATION, INC., an Ohio nonprofit corporation

By: _____
Name:
Title:

STATE OF OHIO)
)ss:
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that , of The Village Center of Plain City Association, Inc., an Ohio corporation, acknowledged before me on this day that, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the day of , 2012.

Notary Public
My Commission Expires: