

DECLARATION OF
SUBDIVISION RESTRICTIVE COVENANTS

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

Situated in the Township of Orange, Delaware County, and being Lots numbered 1170 through 1206 in Green Meadows Section 3 as the same are numbered and delineated upon the recorded plat thereof, of Record in Plat Book 22, Page 9, Recorder's Office, Delaware County, Ohio.

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

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2013. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries 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, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Green Meadows Village Section 3 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

222 E. TOWN
COLUM. O. 43215
JAN. D. MARTIN

2. **Lot Split:** Except as a developer 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.

3. **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 lot in Green Meadows Village Section #3, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage, or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Green Meadows Village Section #3 each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Green Meadows Village Section #3, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or 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.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. 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 railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **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.

7. **Miscellaneous Structures:** No building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes and no above ground swimming pool shall be placed on any lot without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.
9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground 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.
10. **Soils:** No soil shall be removed for any commercial purpose.
11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.
12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, 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, motorboat and sailboat repair.
13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, 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 seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.
14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.
15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.
15. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.
17. **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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.
18. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves within Green Meadows Village Section #3. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein. No fencing of any kind shall be permitted on Lots #1184, #1185, #1186, #1187 in Green Meadows Village Section #3 within any easement area, until such time as any storm water retention areas are eliminated.
19. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.
20. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions,

to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

21. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereto executed and imposed these restrictive covenants this 18th day of July, 1988.

Signed and Acknowledged in the Presence of:

Deborah V. Duffy
Rosalinde Childers

DAVIDSON PHILLIPS, INC.

By: [Signature]
Charles J. Ruma, President

STATE OF OHIO
FRANKLIN COUNTY SS:

The foregoing instrument was acknowledged before me, a Notary Public, on this 18th day of July, 1988.

Rosalinde Childers
Notary Public

ROSALINDE CHILDERS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 27, 1991

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DELAWARE COUNTY, OHIO
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Alace J. Wilgus
COUNTY RECORDER
FEE \$ 15.00 Ac.