

Sycamore Meadows

DECLARATION OF
SUBDIVISION RESTRICTIVE COVENANTS

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

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE AND IN THE TOWNSHIP OF ORANGE, AND BEING LOTS NUMBERED ONE THOUSAND SEVEN HUNDRED THIRTY EIGHT (1738) THROUGH ONE THOUSAND SEVEN HUNDRED FIFTY FIVE (1755) BOTH INCLUSIVE, OF SYCAMORE MEADOWS, AS THE SAME ARE NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 1, PAGE(S) 265 and 266. 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 and in furtherance of the following purposes:

- (a) the compliance with all zoning 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 structures therein; and
- (d) the preservation and promotion of environmental qualities; and
- (e) the establishment, for the development for 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").

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

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are hereby declared null and void under the provisions of the Fair Housing Act, 42 U.S.C. 3601-3619.

PREFERRED TITLE
291 E. LIVINGSTON AVE.
COLUMBUS, OHIO 43215

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.

In pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "restrictions") are hereby created, declared and established:

1. Land Use. No part of the premises shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the premises other than one single-family dwelling, not to exceed two and one-half (2-1/2) stories and thirty-five (35) feet in height, together with an attached garage for not less than two (2) automobiles.

2. Lot Split. Except as Declarant 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 be an annoyance or nuisance to any of the owners of any lot in the subdivision provided, however, during the initial construction and sales period, the owner of any lot who is a developer or a new home builder may conduct lot and/or home sales activities from a trailer, garage, model home or other structure. Notwithstanding the foregoing, such sales activities must be previously approved by Declarant and authorized in writing by the Declarant.

4. Plan Approval. For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within the subdivision, 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 Declarant, setting forth the general arrangements of the exterior of the structure, including 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 detaining the location of the structure on the lot, including setbacks, driveway location, garage opening, orientation of the

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structure to the topography and conformance with the grading and drainage plan. Declarant hereby states that each house in the subdivision shall have finished living space of no less than 2000 square feet excluding porches, garages and basements, except that the minimum requirement for Lots 1742 1743 1753 and 1755 shall be 1800 square feet of finished living space. The square footages set forth in this Section 4 are minimums and Declarant reserves the right, as part of its plan approval, to require houses with square footages larger than the specified minimums set forth herein if Declarant, at its sole discretion, determines this to be necessary or desirable to fulfill the purposes of such plan approval. 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 Property by said owner or his agents, heirs, successors and 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 to reject such plans, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may receive 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 judgement 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 the subdivision no structure, planting or other materials 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 areas of each lot and all surfaces improvements thereon shall be maintained continuously by the owner of said lot, except those improvements for which a public authority or public utility company is responsible.

5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently.

6. 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

pools 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 and sales period.

7. Building Location. No building shall be located on any lot nearer to the lot line than the minimum building front, rear and side lines as shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lot for walks, drives, the planting of trees and shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said Property. No vegetable or grains of ordinary or field variety shall be grown on such portions of said lots, and no weeds or underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

8. Animals. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept on the Property except that dogs, cats or other household pets may be kept for domestic purposes only, provided that they 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.

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9. Soil Removal. No soil shall be removed for any commercial purpose.

10. Signs. No sign of any kind shall be displayed to the public view on the Property, except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and sales period.

11. Waste Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view of the general public from the street and abutting properties. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Vehicles Not in Use. No automobile or motor driven vehicle shall be left upon or in front of the Property 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 as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Property.

13. 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, motor boat and sailboat repair.

14. Boat, Trailer and Vehicle Parking and Storage. No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or 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 and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the Property 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 herein.

15. Garage. No dwelling may be constructed on any lot unless an enclosed garage for at least two (2) automobiles is also constructed thereon.

16. 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. Without the prior written consent of Declarant, 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.

18. Fencing. Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any of the lots within the Subdivision. No fence shall be erected on any lot other than an all wood fence or a split rail fence with wire backing, until the plans for such fence have been approved by Declarant pursuant to the provision hereof.

19. Signage-Entrance Feature Easement. An easement is hereby reserved on behalf of Declarant, its successors or assigns, upon the area identified on Exhibit "A" attached hereto, as the "Easement area" being a portion of Lot(s) #1752 or, the reserve(s) N/A, as the case may be, of the subdivision, to construct, repair, reconstruct and maintain entrance way features and related landscaping (hereinafter referred to as the "Easement"). The Easement shall run with the land and shall be binding upon all future owners, except as hereinafter set forth. Declarant may construct entranceway features and associated landscaping within the Easement area and if constructed, may and shall repair, reconstruct and maintain such Easement area as shall be reasonably deemed necessary by Declarant. At its option, Declarant may, but is not obligated, to remove all or any portion of the entranceway feature and attendant landscaping replacing it with grass and in such event Declarant shall have no further obligation and liability under this instrument relating to the easement. This Easement is created for the benefit of the Declarant, its successors and assigns and all or any portion of such Easement may be terminated by the Declarant so long as the rights, powers and privileges reserved and retained hereby have not passed or transferred to Declarant's successors or assigns.

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20. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five percent (75%) of the then owners of the Property has been recorded, agreeing to change said covenants in whole or in part.

21. Enforcement. Enforcement of these restrictions by Declarant or by any owner of any lot the subject of these restrictions may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto.

22. Severability. Each one of the covenants contained herein are independent and separate and invalidation of any one of these restrictions by judgment or court order shall in no way affect any other restrictions, which restrictions shall remain in full force and effect.

23. Amendment by Declarant. Declarant reserves the right to amend or modify these restrictions by a Declarant of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes or at the written request of the City in which the Subdivision is located. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required. In the event all or a portion of the Subdivision shall be further subdivided at any time or times, then these restrictions shall apply to each lot in such subdivision as constituted after such Subdivision.

IN WITNESS WHEREOF, the said Declarant , HOMEWOOD CORPORATION, an Ohio corporation, has hereunto caused these

presents to be subscribed effective this 6th day of MAY, 19 93.

DECLARANT:

HOMEWOOD CORPORATION
an Ohio corporation

Signed and acknowledged
in the presence of:

[Signature]
~~Janet Roseberry~~ ~~Frank D. Rice~~
Theresa L. Rice
Theresa L. Rice

BY: [Signature]
John H. Bain, President

STATE OF :
 : SS
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 6th day of MAY, 1993 by John H. Bain, President of HOMEWOOD CORPORATION, an Ohio corporation, for and on behalf of said corporation.

Theresa L. Rice
Notary Public



THERESA L. RICE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 3-16-99

18
PREFERRED TITLE
MAIL
291 E. LIVINGSTON AVE.
COLUMBUS, OHIO 43215

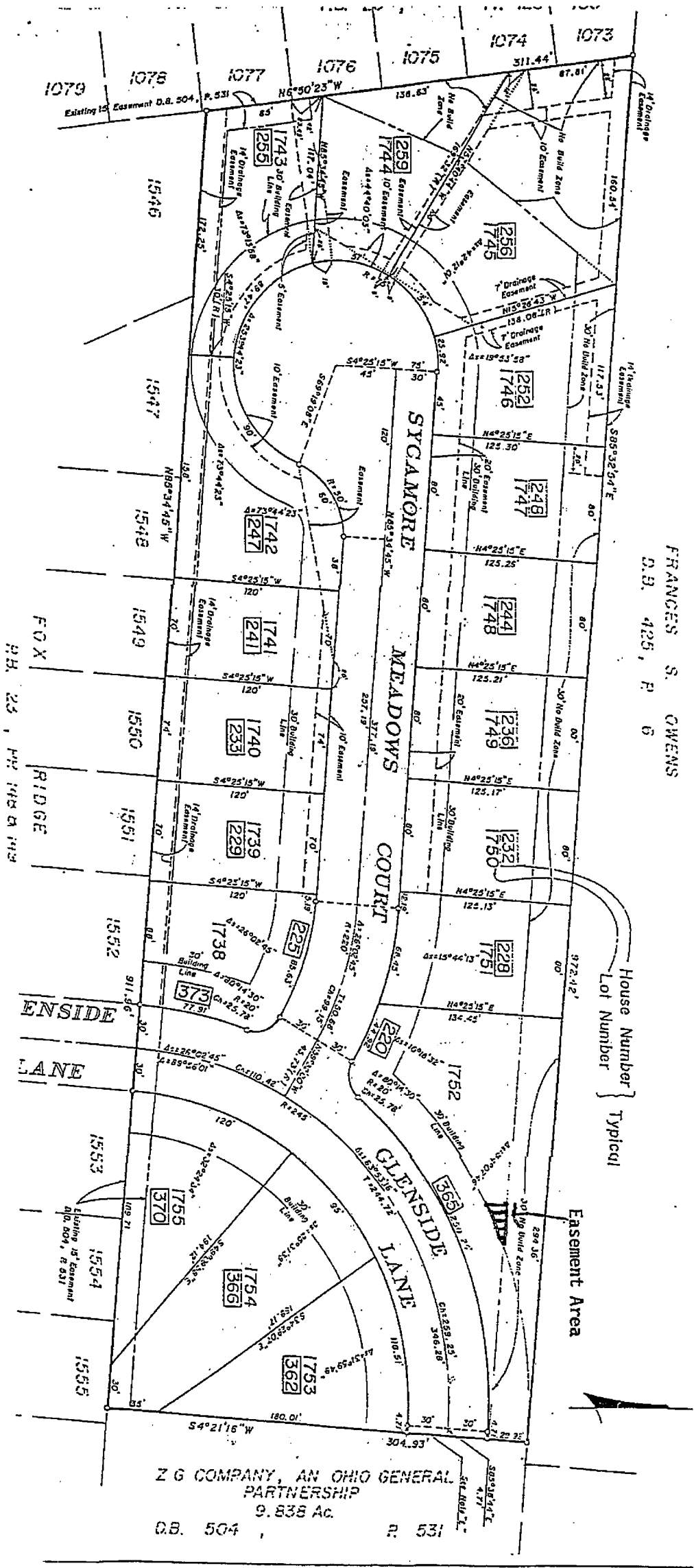
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DELAWARE COUNTY, OHIO
FILED FOR RECORD JUN 2 1993
4:02 O'CLOCK P M
RECORDED June 7 1993
Deed RECORD.
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Kay E. Conklin
COUNTY RECORDER
FEE \$ 25.00
pc

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EXHIBIT "A"

SYCAMORE MEADOWS

FRANCES S. OWENS
D.B. 426, P. 6



Z G COMPANY, AN OHIO GENERAL PARTNERSHIP
9.838 Ac.
D.B. 504 P. 531