

TIME 2:30 P
RECORDED FRANKLIN CO., OHIO

CARRINGTON PLACE SECTION NO. 1
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS
AND CARRINGTON PLACE ASSOCIATION

NOV 15 1991

RECEIVED BY RECORDER
2400

This is a Declaration of Covenants, Easements, Restrictions and Assessment Liens made on this 12 day of November, 1991, by BRITTON ROAD ASSOCIATES, an Ohio general partnership, of Franklin County, Ohio ("Declarant").

Background **279606**

18033316

A. Declarant is the owner in fee simple of the following REAL PROPERTY: Situated in the State of Ohio, in the County of Franklin, and in the City of Hilliard:

Being Lots Numbered One (1) through Sixty-two (62), and Reserves "A" and "B", inclusive, of CARRINGTON PLACE SECTION NO. 1, as said lots are numbered and delineated upon the recorded plat thereof, of record in Plat Book 74, Pages 93 and 94, Recorder's Office, Franklin County, Ohio.

Last Transfer: Volume 13432, page B-11, Official Records, Recorder's Office, Franklin County, Ohio

Each of these lots is referred to herein as a "Lot", and collectively they are referred to herein as the "Lots". A "Lot Owner" is each owner of a fee simple interest in a Lot. The CARRINGTON PLACE SECTION NO. 1 subdivision is referred to herein as the "Subdivision."

B. Declarant intends, during the course of development of the Subdivision, to construct a certain entranceway to the Subdivision on a portion of Reserve "A" and Reserve "B", as noted and described in the recorded Subdivision plat along Britton Road and to install fencing, signage, and landscaping at said entranceway and provide for the servicing and maintenance of the improvements, landscaping and grass at the entranceway for the benefit of Declarant as well as the Lot Owners in the Subdivision.

In addition, Declarant intends to utilize the rest of Reserves "A" and "B: as storm water, open space, retention ponds for the benefit of the Subdivision and adjacent land (the "Drainage Reserve"). While the Drainage Reserve is designed to provide an area to temporarily retain storm waters, Declarant may install fencing, signage, grass and/or landscaping on the Drainage Reserve and desires to retain the right, but not the obligation, to provide for the continued servicing and maintenance of any improvements made to the Drainage Reserve.

C. Simultaneously with its execution hereof, Declarant has caused an Ohio unincorporated association of Lot Owners to be formed, named "Carrington Place Association" (the "Association"), to administer the maintenance of the entranceway and the Drainage Reserve. The members of the Association are and shall be Lot Owners, and the Association's purposes are and will be to maintain the entranceway and the Drainage Reserve as well as to enforce restrictions and conditions under which the maintenance will be carried out, all as set forth herein. The Association may, by a majority vote, adopt a set of by-laws and promulgate rules and regulations concerning maintenance of the entranceway and the establishment and collection of assessments. The Association may, also by a majority vote, elect to incorporate, under statutes set forth in the Ohio Revised Code, as an Ohio corporation, not-for-profit. Further, land adjacent to the Subdivision may be added to the plan created by this Declaration to take advantage of economies of scale and reduce per lot association costs and accomplish similar objectives.

D. Declarant desires to create a plan of restrictions, easements and covenants concerning the Lots in the Subdivision and to retain in Declarant plan approval of the dwelling units to be constructed on said Lots and said easements and covenants shall also relate to the entranceway and Drainage Reserve for the benefit of and to protect the interests of the public, Declarant, each Lot Owner, and their respective personal representatives, heirs, successors and assigns.

MARK WORTH 1281

CONVEYANCE TAX
EXEMPT
PALMER C McNEAL
FRANKLIN COUNTY A. REC'D

TRANSFERRED
NOT NECESSARY
NOV 15 1991
PALMER C. McNEAL
A. REC'D
FRANKLIN COUNTY OHIO

Covenants, Restrictions, Easements, Assessments and Liens

Now therefore, Declarant hereby declares that the Lots shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions which are for the purpose of protecting the values and desirability of, and which shall run with the Lots, and each part thereof, and be binding on all parties having any right, title or interest in the same, and each part thereof, and their respective personal representatives, heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant and each Lot Owner, and their respective personal representatives, heirs, successors and assigns, and the Association.

ARTICLE I

(A) LAND USE: All of the Lots in the Subdivision 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 (2 1/2) stories in height and in no event shall any building be erected to a height exceeding forty (40) feet from the finish grade at the front of the building, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any lot without the express written consent of Declarant. The word "structure" as used herein includes any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to, an above-ground swimming pool, barn, greenhouse, coop, cage, animal run, house trailer or any other temporary or permanent improvement on such Lot.

(B) PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all said Lots within the Subdivision, each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications for the building(s) and structure(s) intended to be erected on a Lot to the Declarant, or its assignee, setting forth the general arrangements of the interior and exterior of the building(s) and/or structure(s), 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, chimneys, driveways and walkways and detailing the location of the building(s) and/or structure(s) on the Lot including setbacks, driveway locations, garage openings, orientation of the building(s) and/or structure(s) to the topography and conformance with the grading and drainage plan. Each Lot Owner covenants that no excavation shall be made, no building and/or structure shall be erected and no materials shall be stored upon a Lot by said Lot 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 twenty (20) days after receipt of said plans and specifications to either approve or disapprove 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 Lot Owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Declarant within one (1) year following conveyance of title to said Lot Owner (or such extension of time as Declarant may, at its sole option, extend), Declarant reserves and each Lot Owner, by acceptance of a deed to a Lot, hereby acknowledges the right of Declarant, at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

If Declarant ceases to exist as an 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 the above paragraph shall be inoperative.

Each Lot Owner, by his acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, Declarant will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and acknowledges that the Declarant may require submission of samples

of materials to be used in the construction of said single-family residence as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Declarant shall not be responsible or liable to said Lot 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.

Each Lot Owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter a Lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Declarant in accordance herewith. All construction on any lot shall be completed within a reasonable time after the start thereof.

Within the storm water management easement areas designated on the recorded plat of the Subdivision, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement areas 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.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(C) **BUILDING LOCATION:** No building shall be located on any Lot nearer to the front line or nearer to a side street line than the minimum building set-back lines shown on the recorded plat. No dwelling shall be located nearer than seven (7) feet to an interior lot line. The minimum width of the combined side yards of each lot, measured to the interior lot lines, shall be at least fourteen (14) feet. The front building set-back shall be a minimum of thirty (30) feet except for corner lots which shall be twenty-five (25) feet. The minimum rear yard of each lot, except corner lots, measured to the interior rear lot line shall be at least twenty-five (25) feet. Fireplaces may project into required side or rear yards up to twenty-four (24) inches. For this purpose, eaves, steps, decks, and open porches shall not be considered. However, these general set-backs may be modified in individual cases upon receipt of a variance from the City of Hilliard. No portion of any Lot nearer to any street than the building set-back 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 Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No weed, 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.

No swimming pool measuring more than one hundred (100) square feet shall be constructed or maintained above the finish grade at its location as shown on the master grading plan for the Subdivision.

(D) **DWELLING REQUIREMENTS:** All dwellings shall conform to the following building requirements:

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

RANCH	ALL OTHERS
1,700 or more square feet.	2,000 or more square feet
	50% of the homes will be in excess of 2100 square feet.

No ranch "Model Home" will be built that includes less than 1700 square feet and no other "Model Home" will be built with less than 2000 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.

2. A "Post Coach Light" shall be installed on each Lot by the Lot Owner.

3. 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 a deciduous species normally attaining full grown height in excess of fifty (50) feet and will be of one and three-quarters (1 3/4) inch caliper or greater at the time of planting.

4. All mailboxes within the Subdivision shall be of a coordinated design and construction as determined by Declarant.

5. No two homes next to each other will have a similar front elevation or color.

6. No bi-level homes will be permitted to be constructed in the Subdivision.

7. All landscaping requirements set forth for the Subdivision must equal or exceed the City of Milliard's Landscaping Ordinance.

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

(F) TRADE OR COMMERCIAL ACTIVITY BARRIED: 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 of said Lots in the Subdivision. Notwithstanding the foregoing, Declarant, its successors and assigns, may perform its development and Lot sales activities within the Subdivision and one or more single-family builders may maintain home sales models within the Subdivision and may conduct sales activities from such models.

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

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

(I) ANIMALS: No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two (2) dogs and/or two (2) cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age.

(J) 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.

(K) SOIL REMOVAL: No soil shall be removed for any commercial purpose.

(L) CLOTHES LINES: No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

(M) NUISANCES: No obnoxious or offensive activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(N) 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 subdivision and shall be removed therefrom.

(O) 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.

(P) PLEASURE AND UTILITY VEHICLE AND EQUIPMENT PARKING AND STORAGE: No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors and other lawn or garden equipment, shall be parked or stored on any Lot unless it is in a garage or other vehicle and/or equipment 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. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by an owner of a Lot and his family.

(Q) GARAGE: No dwelling may be constructed on any Lot unless an enclosed garage for at least two (2) automobiles is also constructed thereon.

(R) SIGNS: No signs of any kind shall be displayed to the public view on any Lot, except one (1) temporary sign of not more than six (6) square feet advertising the property for sale or rent and signs used by a builder or Declarant to advertise the property during the construction/sales period and/or signage utilized by Declarant at the entranceway to the Subdivision denoting the name of the Subdivision and builder participants. Signs used by builders and Declarant larger than six (6) square feet must meet City of Williard, Ohio, municipal codes.

(S) ANTENNAS: Television and radio antennas, including dish-type satellite signal receiving earth stations shall be prohibited on the exterior of any house or building. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision. No television satellite receiver ("dish") in excess of three (3) feet in diameter shall be placed outside on any Lot. No solar panels or collectors extending more than twelve (12) inches above the finished grade of the roof shall be placed upon any Dwelling.

(T) FUEL STORAGE: Any tank for the storage of fuel placed or maintained on any Lot in the Subdivision shall be located below the surface of the ground or within the confines of the dwelling. However, no storage tank(s) larger than ten (10) cubic feet including, but not limited to, those used for storage of water, gasoline, oil, or other liquid or any gas shall be permitted on any lot. All fuel tanks installed on any lot must satisfy State of Ohio Environmental Protection Agency requirements.

(U) FENCING LOTS: No chain link, cyclone, wire or other similar type metal fencing shall be constructed on any Lot. However, a transparent wire screen shall be allowed behind a split-rail fence.

(V) No metal storage building shall be erected, placed or suffered to remain upon any lot.

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

(X) ENTRANCEWAY EASEMENTS: Easements are herein reserved over the recorded easement and set-back (or building line) areas for Reserves "A" and "B" of the Subdivision as shown on the recorded plat of the Subdivision, for the installation of improvements, repairs and maintenance of the entranceway facilities. The portions of Reserves "A" and "B" containing such entranceway facilities shall at all times be kept accessible for maintaining and repairing the entranceway facilities.

(Y) DRAINAGE RESERVE EASEMENT: An easement is herein reserved over the areas designated as Reserve "A" and Reserve "B" on the Subdivision plat for the installation of improvements and the repair and maintenance of facilities installed by Declarant including, but not necessarily limited to fencing, signage, landscaping and grass.

(Z) SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. 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. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

ARTICLE II

(A) TERM: These covenants are to run with the Lots and shall be binding on all Owners of the above-described real estate until January 1, 2021, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Lot Owners is recorded, agreeing to change said covenants in whole or in part.

(B) ENFORCEMENT: Enforcement shall be proceedings by law or in equity or both by any owner of any part of the above-described real estate or by Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. No failure to object to any violations of any restrictions or to enforce any restrictions shall be deemed a waiver of the right to do so thereafter, either as to the same violations or as one occurring prior or subsequent thereto.

(C) SEVERABILITY: Each of these covenants contained herein is independent and separate and in the event any one or more such covenants shall for any reason be held invalid or unenforceable all remaining covenants shall nevertheless remain in full force and effect.

ARTICLE III

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

ARTICLE IV

A. MAINTENANCE OF ENTRANCEWAY AND DRAINAGE RESERVE BY DECLARANT AND ASSOCIATION: Until the completion and sale of not less than seventy-five percent (75%) of the dwellings in the Subdivision, Declarant shall be responsible for the installation and reasonable and proper maintenance of the Entranceway and Drainage Reserve. On the January 1st immediately following the date upon which seventy-five percent (75%) of the Lots, with residential dwellings thereon, have been conveyed to bona fide purchasers, the Declarant

covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the Entranceway and Drainage Reserve. Until such turnover date, all improvements and maintenance costs in connection with the Entranceway and Drainage Reserve shall be completed and paid for by Declarant. Improvements shall include such fencing, walls, landscaping and signage as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Declarant, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association.

B. ASSOCIATION MEMBERS: Every owner of a Lot in the Subdivision shall become a member of the Association, and each such owner, including Declarant, shall be entitled to one vote on each matter submitted to vote of the members for each Lot owned by him or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

C. ALTERATIONS TO ENTRANCEWAY: Once the Association has assumed the responsibility for maintaining the Entranceway and Drainage Reserve, no building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway improvements installed by Declarant without the consent, expressed in writing, of the Association. Such consent shall be provided for by the Association according to its rules and regulations established for maintenance of the Entranceway.

D. ASSESSMENTS: The Association shall be empowered to collect assessments for the maintenance of the Entranceway and Drainage Reserve as hereinafter provided. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot, and the time when the same is due. The assessment may be billed in a lump sum or in installments, as the Association shall in its sole discretion determine. No assessment shall become due and payable unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least ten (10) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

In the event any amount so assessed or levied is not paid when due and remains in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at the highest rate of interest then permitted by law or such lower rate as the Association may from time to time determine, and cause to be filed with the Franklin County, Ohio, Recorder, a notice of lien describing the Lot, the assessment amount and interest due, and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment fell due.

Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue and furnish to each Lot Owner a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all assessments and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Notwithstanding the foregoing, the lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure

of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot.

E. AUTHORITY TO ASSIGN OR ENTER INTO CONTRACTS: Any of the rights, powers, duties and obligations of the Association, which, in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one or more corporations, associations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

F. MAINTENANCE OF THE DRAINAGE RESERVE: While it is the intention of Declarant that the City of Hilliard will maintain the area designated herein as the Drainage Reserve, Declarant herein provides that the Association shall have the right, but not the duty or obligation, to assist in the maintenance of the Drainage Reserve. Such maintenance by the Association if any, will be performed in a manner deemed appropriate by the Association and may include, but not necessarily be limited to, the mowing of grass, weeding and trimming along the roadway, the planting of shrubs, trees and flowers, the removal of dead or diseased trees from the area, cleaning up debris and trash, and the servicing of any improvements to the Drainage Reserve installed by Declarant and/or the City of Hilliard.

ARTICLE V

A. GENERAL: The plan of covenants, maintenance and assessments set forth herein has been established with respect to sixty-two (62) lots and Reserves "A" and "B". Declarant presently intends to develop all or a portion of other land adjacent to and/or contiguous to the Subdivision and located to the north, south and west of the Subdivision (the "other land") into similar lots as those in the Subdivision and with improvements comparable to and of a similar nature to those constructed in the Subdivision. Notwithstanding the foregoing, a portion of this other land is part of a planned unit development and construction on a portion of this other land may include institutional and office type building uses. However, market conditions and other factors make it impossible to commit that this is how the Reserves and/or other land will be developed. In the event that the other land is so developed, Declarant believes that it would be in the best interests of all Lot Owners that the other land, or so much of it as is so developed, be added to the plan created by this Declaration, in order to effect economies of scale and accomplish similar objectives.

B. RIGHT TO EXPAND: Consonant with the foregoing, if within six (6) years of the date of the recording of this Declaration, Declarant or its successors or assigns shall plat all or any portion of the other land into lots substantially similar to the layout of the Subdivision, and if the same is developed with single-family residential homes on the lots, all or some of those lots may, at Declarant's sole discretion, be subjected to the provisions hereof, and those lots made a part of the plan created hereby, by the execution and recording by Declarant, or its designated successors or assigns, of a Supplemental Declaration describing the property to be subjected to this plan and reciting that the provisions hereof shall be applicable thereto and to the owners thereof.

C. EFFECTS OF ANNEXATION: Upon subjection of additional property to the terms hereof:

- (1) The added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if the added portion had been provided herein as constituting part of the property subjected hereto, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the property in the Subdivision;

- (2) The owner or owners of the added portion shall thereupon become Lot Owners, and members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Lot Owners; and
- (3) In all other respects all of the provisions of this Declaration shall include and apply to all additional property included in such Supplemental Declaration, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

WITNESS his hand this 12 day of November, 1991.

Signed and acknowledged
in the presence of:

BRITTON ROAD ASSOCIATES
an Ohio general partnership,
by: Multicon Builders, Inc., an Ohio
corporation, its authorized general
partner

Elizabeth M. Rodgers
Elizabeth M. Rodgers

by Charles P. Driscoll
Charles P. Driscoll, Vice-President

Sandra L. Frank
Sandra L. Frank

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 12 day of November, 1991, before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Britton Road Associates, an Ohio general partnership, by Multicon Builders, Inc., an Ohio corporation, its authorized general partner, by Charles P. Driscoll, its Vice-President, the Declarant in the foregoing instrument, who acknowledged the signing thereof to be his voluntary act and deed, for and on behalf of said partnership and corporation.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Elizabeth M. Rodgers
Notary Public

This Instrument prepared by:

Thomas Markworth, Attorney
500 South Front Street, Suite 770
Columbus, Ohio 43215
(614) 241-2078 or 457-5422



ELIZABETH M. RODGERS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 20, 1996

deed restrix4/17/90