

Instr: 200010020199642 10/02/2000  
Pages: 11 Fee: \$50.00 1:54PM  
Robert G. Montgomery T20000127810  
Franklin County Recorder BXOH10 TIT

Instr: 200010040202161 10/04/2000  
Pages: 11 Fee: \$52.00 1:02PM  
Robert G. Montgomery T20000129167  
Franklin County Recorder BXOH10 TIT

DECLARANT: WYANDOTTE WOODS ASSOCIATES, LLC  
an Ohio limited liability company

Instr: 200010110206837 10/11/2000  
Pages: 11 Fee: \$54.00 11:32AM  
Robert G. Montgomery T20000131818  
Franklin County Recorder BXOH10 TIT

## WYANDOTTE WOODS, SECTION 1

### DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS, AND WYANDOTTE WOODS ASSOCIATION

This is a Declaration of Covenants, Easements, Restrictions and Assessment Liens made on this 20<sup>th</sup> day of September, 2000, by Wyandotte Woods Associates, LLC, an Ohio limited liability company, with offices at 500 South Front Street, Suite 770, Columbus, Ohio 43215 (hereinafter the "Declarant").

#### Background

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

Being Lots Numbered One (1) through Thirty-seven (37), both inclusive, and Reserves "A" and "B" of WYANDOTTE WOODS, SECTION 1, as said lots and reserves are numbered and delineated upon the recorded plat thereof, of record in Plat Book 88, pages 28, 29, and 30, Recorder's Office, Franklin County, Ohio.

Last Transfer: Official Instrument No. 200001060004990, Recorder's Office, Franklin County, Ohio

Each of the 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. Each of the reserves is referred to herein as a "Reserve" and together they are referred to herein as the "Reserves". The Wyandotte Woods, Section 1 subdivision is referred to herein as the "Subdivision."

B. Declarant intends, during the course of development of the Subdivision, to construct certain entranceway improvements (hereinafter referred to as the "Entranceway Improvements"), bike path, and green space improvements within the Reserves running along and immediately east of Riverside Drive (State Route 257), all as noted and described in the recorded Subdivision plat, and to install fencing, grasses, and landscaping within said area and provide for the servicing and maintenance of such improvements (together with the Entranceway Improvements, the "Improvements"), for the benefit of Declarant as well as the Lot Owners. It is intended that the Reserves shall be deeded to the City of Dublin, Ohio, but that said Reserves be maintained by the Association, as hereinafter defined.

In addition, Declarant has constructed in Reserve "B" a wastewater collection and discharge system and access road to such system for the benefit of the Lots and other lots to be located within subsequent sections or phases of Wyandotte Woods, which system will be connected to a force main by a pumping station and eventually discharged to the City of Columbus sewer system facilities (the pumping station and all ancillary equipment and facilities (hereinafter referred to as the "Lift Station")); Declarant wishes to provide for the servicing and maintenance of the Lift Station.

CONVEYANCE TAX EXEMPT  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

TRANSFERRED NOT NECESSARY  
OCT 02 2000  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY

TRANSFERRED  
OCT 04 2000  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

Ohio Title Book  
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Re-records to correct

C. Prior to its execution hereof, Declarant has formed an Ohio not-for-profit corporation named the Wyandotte Woods Association (the "Association"), to: (1) administer maintenance of the Improvements within the Reserves; (2) own, maintain, and service the Lift Station; (3) own, maintain, and service areas and improvements set aside by plat or plats comprising future sections and/or phases of Wyandotte Woods for common or general subdivision uses (the "Open Space Lots"); (4) to maintain certain improvements installed in entranceway areas leading into future sections and/or phases of Wyandotte Woods, including grass, landscaping, fencing, signage, and other improvements constructed in connection with such additional entranceways; (5) to administer and enforce the covenants and restrictions set forth on the plat or plats ultimately comprising Wyandotte Woods in this Declaration, and any supplemental declarations related to future sections or phases of Wyandotte Woods; and (6) to take any action or exercise such other powers, rights and privileges which are contained in the Articles of Incorporation for the Association. The Association has adopted a Code of Regulations governing its operation and may, by a majority vote, promulgate rules and regulations concerning maintenance of facilities and the establishment and collection of assessments. It is contemplated that certain land contiguous to and east of the Subdivision will 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, covenants, and assessments concerning the Lots and Reserves and to retain in Declarant plan approval of the dwelling units to be constructed on the Lots. Said easements, assessments, and covenants, which shall also relate to the Reserves, the No Build Zone areas, No Disturb Zone areas, and the Lift Station, shall be established 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.

#### **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 Reserves 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, assigns, and the Association.

#### **ARTICLE I**

(A) **LAND USE:** All of said Lots 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 of the building. Properly approved buildings and structures shall include the single-family dwelling, 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, fences, an above-ground swimming pool, barn, shed, gazebo, greenhouse, coop, cage, animal run, flag pole, house trailer or any other temporary or permanent improvement on such Lot.

(B) **PLAN APPROVAL:** An architectural review committee (the "Committee") shall be formed by Declarant. For the purpose of maintaining specific architectural guidelines and standards for the

development of all Lots within the Subdivision, each Lot Owner shall be required to simultaneously 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 Committee, 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 its/his/her/their agents, heirs, successors or assigns until the Committee shall have approved said plans and specifications in writing. If the Committee fails within thirty (30) 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 Committee 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 the Committee 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 the right 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 the time of purchase.

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

After completion of any initial building and/or structure constructed on a Lot, no remodeling or alteration of the exterior of the building and/or structure, including but not limited to the construction of decks and/or patios, or the change of siding materials, can be made without prior written approval by the Committee.

Upon conveyance of all of the Lots by the Declarant and approval of the initial building plans of all Lots by the Committee, the approvals required thereafter of the Committee shall automatically vest in the Association.

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 condition when purchased shall be commenced until the plans and specifications shall first have been approved in writing by the Committee in accordance herewith.

Within any portion of an easement area designated on the recorded plat of the Subdivision that is utilized for storm drainage purposes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and direction of the flow of drainage channels or water over said portion of the easement area(s). The easement area(s) of each Lot and all surface

improvements thereon shall be maintained continuously by the Lot Owner of said Lot, except for those improvements for which a public authority or public utility company is responsible.

(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 setback lines shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setback lines, then the requirements hereof shall be so modified. 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 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 Lots. 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 or whirlpool/hot tub measuring more than one hundred (100) square feet shall be constructed or maintained above the finished grade as shown on the master grading plan for the Subdivision.

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

1. The Committee shall not approve any plan unless the exterior plan for the same is in conformity with the standards established herein, and, in addition to such standards, the plan for the relevant improvements is consistent with the character and quality of construction generally in the Subdivision. Specifically, exterior finishes of all homes shall be primarily of all natural materials, including, but not limited to, stone, brick, stucco, Hardy Plank (or similar material), and/or cedar. Aluminum or vinyl siding shall not be permitted; however, aluminum gutters and soffits are not prohibited by this requirement. Exterior color schemes are subject to the Committee's approval for the purpose of avoiding duplication. A minimum 7/12 roof pitch shall be required on all roofs.
2. The building plans for each Lot shall provide for, and upon completion of construction and prior to occupancy of any residence, the installation of a mailbox which shall be of a coordinated design and construction as specified in the master plan for the Subdivision as determined by Declarant.
3. All building(s) and structure(s) shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The building(s) and structure(s) will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain or varnish, and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, concrete, brick or other paving substance approved by the Committee. The Association may use its rights contained in Article IV to cause compliance with this section.

(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 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 Lot Owners. 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, shed or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(H) **TEMPORARY OR PERMANENT STRUCTURE:** No temporary or permanent building, trailer, garage, barn, shed, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant. No above-ground swimming pools shall be permitted.

(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 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. Pets shall not be permitted to run "free", but shall be kept within the dwelling or an approved fenced area located on the Lot.

Outside dwellings for pets may not be maintained unless they are designed and constructed so as to harmonize with the architectural and environmental development of a Lot. All plans for the construction for such outside dwellings for pets shall be submitted to the Committee in advance of construction. The Committee shall review such plans in the same manner and subject to the same time limits as provided for other reviews in the manner described in this Article I.

(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 residence 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, motorcycle, 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 adjoining 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 Lot 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, vans, and any pickup truck which is used as an automobile vehicle by a Lot Owner and his/her/their immediate 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 temporary sign of not more than six (6) square feet advertising the property for sale or rent, signs used by a builder to advertise his Lot during the construction/sales period, temporary signage placed on any Lot by Declarant denoting the name of the Subdivision, and signage utilized as an Entranceway Improvement or in any entranceway to a future phase or section of Wyandotte Woods.

(S) ANTENNAS: Television and radio antennas, including dish-type satellite signal receiving earth stations over twenty-four (24") inches in diameter shall be prohibited on the exterior of any house or Lot. 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. This prohibition against satellite receiving dishes in excess of 24" in diameter shall also apply to those receivers designed or disguised to appear to have multiple uses.

(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.

(U) FENCING LOTS: No fences or walls may be constructed on any part of a Lot unless prior written approval is obtained from the Committee pursuant to the provisions contained in this Article I, Sections (B), (C) and (D). Unless installed by Declarant, fences are prohibited in No Build Zones, No Build/No Disturb Zones and all drainage easement areas. Subject to the limitations stated in the first sentence of this Paragraph U, as stated on the recorded plat for the Subdivision, fences are limited to the following types:

1. Split-rail yard fence shall be permitted in rear yards or side yards, outside of required setbacks. Fencing in the side yards cannot extend into the front yard building setback line. The fence post and rail colors should be natural or earth tones. Wire is permitted to be applied on the interior side of the fence only and shall be black in color, either by applied vinyl or painted. Light colors or aluminum finishes are not acceptable for any portion of the fences.
2. Unless an alternative is approved in writing by Declarant, black ornamental fencing is the only type of fence permitted for enclosure around swimming pools. The maximum height of such fence is the minimum height as required by the building code, and the total area of enclosure cannot exceed three (3) times the water surface area.

3. Privacy Fence shall be permitted to partially enclose decks, hot tubs, or patios. Privacy fencing may not be used as lawn or yard fences. Fence finishes should be natural or earth tone in color. Height shall be 4'0" maximum.

(V) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any Lot if such improvements would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways or other drainage configurations. The covering of open ditches along all public streets is prohibited except for the construction of private driveways.

(W) 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.

(X) UTILITY LINES: All telephone service, electric service, cable television service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing its underground service. In the event of any questions or dispute, said issue shall be submitted to the Committee and the decision of the Committee as to what may be placed above ground shall be final.

(Y) NO BUILD/NO DISTURB ZONES (NDZ) AND NO BUILD ZONES (NBZ):

1. No Build/No Disturb Zone (NDZ): Areas designated as "No Build/No Disturb Zone" shall remain free of any structures including, but not limited to, drives, walks, buildings and/or out-buildings, sheds, fences, swimming pools, decks, swing sets/play structures, satellite dish antennae, basketball courts, etc. The existing natural features shall not be disturbed, removed, or physically altered unless written permission is granted by the Committee or Declarant. Utilities may cross generally at right angles to said zones or run parallel to said zones.
2. No Build Zone (NBZ): Areas designated as "No Build Zone" shall remain free of any structures including, but not limited to, drives, walks, buildings and out-buildings, sheds, fences, swimming pools, decks, swing sets/play structures, satellite dish antennae, basketball courts, etc. Nothing herein shall prohibit overlot grading and drainage facilities and utility lines and utility structures within said zones.

(Z) PARKING RESTRICTIONS: Parking is restricted to one side along the 28-foot streets, as measured back to back. Parking will be prohibited along the streets in front of the following Lots:

Holiston Court:	Lots 9, 10, 11, 12, and 13;
Windy Hill Court:	Lots 23, 24, 25, 26, 27 and 28.

## 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, 2030, 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 grantee, his/her/their respective heirs, successors, and assigns to be bound by each of such covenants jointly.

## ARTICLE IV

A. **MAINTENANCE OF IMPROVEMENTS AND LIFT STATION BY DECLARANT AND ASSOCIATION:** Until January 1, 2002, Declarant shall be responsible for the installation and reasonable and proper maintenance of the Improvements, including the Entranceway Improvements, the bike path and any green space areas, and the machinery and equipment constituting the "Lift Station" improvements. On January 1, 2002, the Declarant covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the Improvements, the Reserves, and the Lift Station improvements. Until such turnover date, all installation and maintenance costs in connection with the Improvements and Lift Station shall be completed and paid for by Declarant. Improvements shall include such fencing, drives, walls, grasses, landscaping, signage, machinery, and equipment 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.

It is understood and agreed that the Reserves will be deeded to the City of Dublin, Ohio, but that the Association shall remain primarily responsible for maintenance of such Reserves.

B. **ASSOCIATION MEMBERS:** Every owner of a Lot in the Subdivision shall become a member the Association, and each such owner, including Declarant, shall be entitled to one (1) vote on each matter submitted to vote of the members for each Lot owned by him; 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 (1) vote.

C. **ALTERATIONS TO THE RESERVES:** Once the Association has assumed the responsibility for maintaining the Reserves, 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 Reserves.

D. **ASSESSMENTS:** The Association shall be empowered to collect assessments for the maintenance of the Lift Station, the Improvements, and the Reserves 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 Owner 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.

Lots in the Subdivision could be subject to future public sewer assessments for maintenance, repair, replacement or extension of the initial force main sewer system and/or a future gravity system. All Lot Owners, by their acceptance of a deed for a Lot acknowledge this notice, waive their objections to such assessment, and hereby agree to pay said assessments, provided that the assessments are proportional to all properties benefited by such system.

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.

#### ARTICLE V

A. **GENERAL:** The plan of covenants, maintenance, and assessments set forth herein has been established with respect to thirty-seven (37) Lots and two (2) Reserves. Declarant presently intends to develop land contiguous to and east of the Subdivision into similar lots as those in the Subdivision and with improvements comparable to and of a similar nature to those constructed in the Subdivision. However, market conditions and other factors make it impossible to commit that this is how this other property will be developed. In the event that this adjacent property is so developed, Declarant believes that it would be in the best interests of all Lot Owners that this other property, 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 ten (10) years of the date of the recording of this Declaration, Declarant or its successors or assigns shall plat all or any portion of this other property into lots substantially similar to the layout of the Subdivision, including lots (or reserves) which are to be kept and maintained by the Association in a natural "open space", "green space, or "park" condition, and if the same are developed with single-family residential homes, 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 subsection of additional property to the terms hereof:

- (1) The added portion, including any entranceway(s), retaining walls, bike paths, green space, park, and/or open-space lot(s) or reserve(s), 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 20<sup>th</sup> day of September, 2000.

Signed and acknowledged  
in the presence of:

Wyandotte Woods Associates, LLC,  
an Ohio limited liability company, by:  
Edwards Land Co., Ltd., an Ohio limited  
liability company, its managing member

Julia Miller  
Julia Miller

by Charles P. Driscoll  
Charles P. Driscoll, President

Susan Wilgus  
Susan Wilgus

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 20<sup>th</sup> day of September, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Wyandotte Woods Associates, LLC, an Ohio limited liability company, by Edwards Land Co., Ltd., an Ohio limited liability company, its managing member, by Charles P. Driscoll, its President, the Declarant in the foregoing instrument, who acknowledged the signing thereof to be his duly authorized voluntary act and deed, for and on behalf of the Companies.

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

Susan Wilgus  
Notary Public  
SUSAN WILGUS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 25, 2005  
2005

This Instrument prepared by:

Thomas Markworth, Attorney  
941 Chatham Lane, Suite 200,  
Columbus, Ohio 43221  
(614) 457-5422 or 241-2078

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