TRANSFER NOT NECESSARY AUG 5 1990 ROGER W. TRACY, JR. AUDITOR FRANKLIN COUNTY, OHIO

RECORDER

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CONVEYANCE TAX EXEMPT

ROGER W. TRACY, JR. FRANKLIN COUNTY AUDITOR

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIEN

This is a declaration of covenants, easements and restrictions made on or as of this 4th day of August, 1980, by George Wimpey of Ohio Inc., an Ohio corporation ("Declarant").

BACKGROUND

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A. Declarant is the owner in fee simple of the following real estate situated in the City of Columbus, Franklin County, Ohio:

> Being Lots Numbered 305 through 336 of the RIVERSIDE GREEN SOUTH SECTION 4 subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 57, page 49, records of the Recorder of Franklin County, Ohio.

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Each of these parcels of real estate is referred to herein as "a Lot", and collectively they are referred to herein as "the Lots". The term "Lot owner" shall include each owner of a fee-simple interest in a Lot.

B. Declarant expects that there will be constructed on the Lots, five residential buildings, each of which shall be referred to herein as a "Building", and collectively as the "Buildings", each residential building to be comprised of from four to eight individual dwellings, separated by party walls constructed on the line between the Lots.

C. Declarant desires to create a plan of restrictions, easements and covenants with respect to the Lots to protect the interests of the public, Declarant, each Lot owner and their respective heirs, successors and assigns.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIEN

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 Lots, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, the City of Columbus, each Lot owner, the respective heirs, successors and assigns of each Lot owner, and the Green Belt Two Association.

1. PARTY WALLS.

a. General Rules of Law to Apply. Each wall built as part of the original construction of the Buildings on the Lots and placed on the dividing line between the Lots, and any wall replacing the same, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this item 1, the general rules of Ohio law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be borne equally by

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WILLIAM M. CAHILL, Recorder
Recorder's Fee $ 11.00

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the Lot owners of the two Lots which share such party wall. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failure to act of a Lot owner, or residents or invitees of only one Lot, whether or not there was negligence or a willful act, the Lot owner of that Lot shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Lot owner shall be settled by arbitration by submitting the dispute to the Green Belt Two Association.

c. Construction and Repair. In all construction and repair work, due precaution and care shall be taken not to damage the property of the other Lot owners.

d. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then unless the Lot owners in the Building decide in the manner provided in item 4, below, not to repair the structure, then the party wall shall be repaired or replaced and the owners of the two lots which share such party wall shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of one of the Lot owners to call for a larger contribution from the other Lot owners under the terms hereof or any rule of law regarding liability for negligent or willful acts or omissions, or to the right of the party or parties restoring the same to reimbursement from insurance.

e. Right to Contribution Runs With Land. The right of a Lot owner to contribution from another Lot owner under this item shall be appurtenant to the land and shall pass to such Lot owner's successors in title.

2. MAINTENANCE AND REPAIR. Each Lot owner will keep that Lot owner's Lot and the exterior of the improvements thereon in a good state of repair and maintenance, will maintain the lawn and surrounding areas on that owner's Lot in neat and clean condition, keep the grass cut, and keep the Lot free of trash, rubbish and items that would detract from the appearance of the Lots, as a whole. If any Lot owner believes that another Lot owner is not maintaining and repairing that owner's Lot, and the improvements thereon, in accordance with the foregoing standards, and the alleged violating Lot owner, on written demand of the other Lot owner, fails or refuses to make the demanded repair or maintenance, the disagreement shall be settled by arbitration by submitting the dispute to the Green Belt Two Association. The decision as to whether or not the demanded repair or maintenance shall be performed shall be binding and final.

3. INSURANCE. Each Lot owner shall obtain and at all times maintain insurance for the improvements on that owner's Lot against loss or damage by fire, lightning and such other hazards as are ordinarily insured against in fire and extended coverage policies issued on residential dwellings in the Columbus, Ohio area in amounts at all times sufficient to prevent the Lot owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provision, and not less than the actual replacement cost of such structure, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(a) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VI, or better, or if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

(b) shall be written so as to designate the other Lot owners in the Building and their mortgagee's as co-insureds, as their interests may appear;

(c) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Green Belt Two Association, its officers and Trustees, and all Lot owners; and

(d) shall provide that the other Lot owners shall receive no less than thirty-(30) days written notice prior to cancellation, and the opportunity to cure defaults and to pay premiums.

Each Lot owner shall provide the other Lot owners in the Building with a memorandum copy or other reasonable evidence of the insurance policy so obtained, and evidence of premium payment. In the event any Lot owner shall fail to obtain or maintain such insurance in effect, another Lot owner or owners in the Building may obtain the same, and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall immediately upon payment thereof be due and owing by the Lot owner of the Lot for which such insurance was obtained. Failure at any time of a Lot owner to provide evidence of such insurance to the other Lot owners in the Building shall be conclusive evidence to the other Lot owners that such insurance is not being maintained, and entitle such other Lot owners to acquire the same.

4. DAMAGE OR DESTRUCTION. In the event the improvements on a Lot shall suffer damage or destruction, the insurance proceeds payable by reason thereof, subject to the prior rights of any first mortgagee, shall be utilized to pay the cost of repair, restoration, or reconstruction, and, if the proceeds available from such insurance are insufficient to pay such cost, the repair, restoration, or reconstruction shall be made, in any event, and the deficiency paid by the Lot owner of the Lot on which such improvements were damaged or destroyed. Should such Lot owner fail or refuse after reasonable notice to pay such deficiency or undertake such repair, restoration or reconstruction, the majority of the other Lot owners in that Building may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the Lot owner failing to undertake such work or pay the cost thereof.

In the event that all of the residences in a Building suffer total destruction, then upon the vote of not less than 3 Lot owners in a Building located on 4 Lots, or not less than 5 Lot owners in a Building located on 6 Lots, or not less than 6 Lot owners in a Building located on 8 Lots, the Lot owners in that building may elect not to repair the same, in which event the Lots upon which such destroyed Building is located shall be sold as a single parcel, and the proceeds divided equally among such Lot owners.

5. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, other than originally constructed by Declarant or its designee, nor shall any exterior addition to or change or alteration therein be made until the written plans and specifications showing the nature, kind, shape, height, materials, and location have been approved in writing by the Green Belt Two Association, which approval shall depend upon the harmony of external design and location in relation to surrounding structures and topography.

6. USES. No Lot shall be used other than for residential purposes. In addition:

a. No saloon or other place for the manufacture or sale of spiritous liquors, whether malt, vinous or distilled, shall be maintained on any Lot.

b. No noxious or offensive activity shall be carried on upon any Lot, nor may any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupants of the dwelling on the other lots.

c. No business activities of any kind whatever shall be conducted on the Lot, provided, however, the foregoing shall not apply to the business activities, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns, during the construction and sale period.

d. No dwelling thereon shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than 30 days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and like services.

e. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, they are limited in number so as not to cause a nuisance or disturbance to others, and they are not permitted to run loose.

f. No boat, truck with more than four wheels, trailer, camper, inoperative vehicle, or similar vehicle shall be stored, temporarily or permanently, on any Lot.

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

7. BUILDING; CONSTRUCTION; EXTERIOR APPEARANCE.

a. Only one single family attached dwelling may be erected or maintained on any Lot. It is understood and agreed by Declarant, for itself and each owner of a Lot hereafter, that no Lot, by itself, is of sufficient size and configuration that, by reason of present zoning and building regulations, or by reason of good land use planning, it would support a free standing single family structure, and Declarant, and each Lot owner by acceptance of a deed to a Lot, agrees that the limitation of use of the Lots for one single family attached dwelling per Lot is reasonable and does not and will not constitute an unreasonable limitation on use of the Lots.

b. No structure, other than a dwelling, patio fencing, and such other improvements as may originally have been constructed by Declarant, its successors and assigns, shall be permitted on the Lots, except with the consent of the Green Belt Two Association.

c. Any building or buildings or structure erected upon the Lot or Lots shall be of new construction and no building or structure shall be moved from another location onto a Lot or the Lots.

d. No building constructed on the Lots shall be more than two (2) stories high.

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e. Nothing shall be caused or permitted to be hung, displayed, or stored on the outside of windows or placed on the outside walls of a building or on the exterior walls of the patios, or otherwise outside of the dwelling on a Lot, and no sign, awning, canopy, shutter or radio or television antenna or any other device or ornament shall be affixed to or placed upon the exterior walls, roof or exterior patio walls, other than originally provided by Declarant, except with the consent of the Green Belt Two Association. Nothing shall be permitted to be displayed from the inside of windows or within a patio area that has a deleterious effect upon the other Lots.

f. No sign or billboard of any kind shall be erected or maintained on any Lot, except (i) one sign or not more than four (4) square feet advertising the Lot for rent or sale, and (ii) signs used by Declarant to advertise Lots and residences for sale during the construction and initial sales period.

g. All clotheslines, equipment, garbage cans, service yards, woodpiles, and any other items stored outside, shall be kept screened by adequate planting or fencing so as to conceal them from view of the other Lots and public view. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

h. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon a lot without the consent of the owner of the other Lots upon which such Building is located, and the consent of the Green Belt Two Association.

8. EASEMENT FOR ENCROACHMENTS. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9. EASEMENTS FOR UTILITIES AND SERVICES. There is hereby created upon, across, over and under each Lot easements for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system or cable television. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain wires, circuits and conduits on, above, across and under the roofs and exterior walls of structures, and it shall be expressly permissible for the providing utility company, and each Lot owner, to forcibly enter the residence on any Lot in any emergency endangering life or property. An easement is further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Lots except as initially programmed and approved by the Declarant or hereafter approved by the owners of Lots over which lines are proposed. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Lot owner by acceptance of a deed to a Lot agrees to execute such documents.

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10. OPEN SPACE.

a. Conveyance to Association. The Declarant is the owner of certain open space areas in the vicinity of the Lots as shown on the plat for Riverside Green South Section 4, and will convey such areas, or portions thereof, to the Green Belt Two Association, (sometimes referred to herein as the "Association"). Upon such conveyance, such areas owned by the Association shall become the "Open Space" referred to herein.

b. Maintenance of Open Space. The Green Belt Two Association shall maintain the Open Space in a manner deemed appropriate by the Trustees of the Association, for the use of owners of the Lots.

c. Authority of the Association. The Association shall have the power to borrow funds, pledge assets, maintain reserves, enter into contracts (including, without limitation, the right to enter into contracts with the Declarant or an entity related to the Declarant), charge fees for the use of the Open Space, convey the Open Space to the City of Columbus for parks purposes, suspend the rights of owners of Lots to use the Open Space, and take such other action as the Trustees deem appropriate in dealing with the Open Space.

d. Establishment of Assessment. For the purpose of providing funds for maintenance and improvement of the Open Space and other expenses and costs incurred by the Association, the Trustees of the Association shall, prior to January 1 of each year, determine an estimated budget for the following calendar year. The annual assessment chargeable to each Lot shall be equal to the result obtained when the total estimated budget for the calendar year is divided by 32. Assessments shall be collected quarterly. Installments of assessments which are delinquent for 30 days shall earn interest at the rate of 10% per annum until paid.

e. Establishment of Lien. If any Lot owner shall fail to pay his share of assessments, then the Association shall be entitled to a valid lien for the remaining portion of that year's assessment, which lien shall be effective from the date that the Association certifies the lien to the Franklin County Recorder. Additionally, each owner of a Lot is, jointly and severally, personally liable for any assessments which are due while he or she owns such Lot, and the Association may take judgment against such owner and enforce the same by foreclosure or by any other remedy available under the law. The lien described in this subsection "e" shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Franklin County recorder, or prior to the date that the Association obtains a certificate of Judgment against a defaulting owner, whichever is the first to occur.

11. GENERAL PROVISIONS.

a. Enforcement. Declarant, the City of Columbus, each Lot owner and the Green Belt Two Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any such benefitted party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

b. Special Assessment Lien. Each Lot owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, including, without limitation, the obligations with regard to the party wall contained in Section 1, hereof; the repair and maintenance obligations contained in Section 2, hereof; the obligation to maintain insurance contained in Section 3, hereof; the obligation to repair all damage or destruction contained in Section 4, hereof; the obligation to allow no improvements to be constructed upon the premises unless in accordance with the provisions of Section 5, hereof; and the obligation to comply with all requirements in Sections 6, 7, and elsewhere herein, and with all rules and regulations promulgated by the Association. Upon the failure of such Lot owner to comply with such covenants, requirements, and obligations, the Green Belt Two Association, in addition to any other enforcement rights it may have hereunder, may, upon action by its Board, take whatever action it deems appropriate to cause compliance including, without limitation, repair, maintenance, and reconstruction activities; the obtaining of insurance required to be maintained by the Lot owner; and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance along with interest thereon at the higher of 10 percent per annum and the highest legal rate of interest, shall be immediately due and payable from the Lot owner to the Green Belt Two Association, and the Association shall be entitled to a valid lien as security for the payment of such costs incurred, which lien shall be effective from the date that the Association certifies the lien to the Franklin County Recorder. The lien described in this subsection "b" shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Franklin County recorder, or prior to the date that the Association obtains a certificate of judgment against such Lot owner, whichever is the first to occur.

c. Joint and Several Obligations. Each and every obligation of a Lot owner hereunder shall be the joint and several obligation of each owner of a fee-simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto to or by one of such joint owners, shall be deemed given, taken, or received by all such joint owners.

d. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

e. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the owners of seventy-five percent of the Lots, which agreement must also be approved by the City of Columbus. This Declaration may be amended by a duly executed and recorded instrument signed by the owners of no less than seventy-five percent of the Lots, and approved by the City of Columbus, provided that any such amendment during the first ten (10) years after the date hereof must also be approved by the Declarant.

RECORDER

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IN WITNESS WHEREOF, the Declarant herein, George Wimpey of Ohio Inc., has caused this instrument to be executed on its behalf as of the 4th day of August, 1980.

Signed and acknowledged in the presence of:

GEORGE WIMPEY OF OHIO INC., an Ohio corporation

By _____
Gene C. Merryman, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, the subscriber, a notary public in and for said county, personally appeared Gene C. Merryman, the Vice President of George Wimpey of Ohio, Inc., who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of George Wimpey of Ohio, Inc., for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal on the 4th day of August, 1980.

_____
Notary Public

MARJORIE J. PADGETT
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 11-13-83

This instrument prepared by Kenton L. Kuehnle, Scott, Walker & Kuehnle, attorneys at law, 50 West Broad Street, Columbus, Ohio 43215.