

TIME 3457
RECORDED FRANKLIN CO., OHIO

12432E10

RECORDED FRANKLIN CO., OHIO

OCT 19 1988

NOV - 7 1988

RE-RECORD

DECLARATION OF RESTRICTIONS

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 26.00

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 27.00

112984

Whereas, Hayden Run, Ltd., an Ohio limited partnership, hereinafter called "Owner", is the owner of lots 354 through 435 inclusive being all the lots in Saddlebrook, Section No. 7, a subdivision in the City of Columbus, Franklin County, designated on a plat of said subdivision recorded in Plat Book 69, at pages 21 & 22, of the Franklin County, Ohio Plat Records; and

RE-RECORD 121235

WHEREAS, it is desired to develop Saddlebrook, Section No. 7 as an attractive and pleasant subdivision to the benefit of future owners of lots therein and other residents of the City of Columbus, and for such purpose to establish restrictions and an Architectural Control Committee;

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof, and to afford purchaser protection in the use and occupancy thereof for the purpose of which the same are designated, and to provide a uniform plan for the improvement, development, use, occupancy and enjoyment of said Saddlebrook, Section No. 7, as an architecturally harmonious, artistic and desirable subdivision, the Owner, for itself, its respective heirs, successors and assigns, hereby stipulates and declares that each lot and parcel in said Saddlebrook, Section 7 shall hereafter be conveyed by it and its successors and assigns, subject to the restrictions hereinafter set forth:

1. An Architectural Control Committee is hereby established consisting of Richard D. Arnos, William C. Mitchell, and Ben W. Hale, Jr.

2. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member.

In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners in majority of the lots in said subdivision.

JAMES MCGUIRE BOX

* Re-recorded to show correct Lot Numbers

12542F20

CONVEYANCE TAX EXEMPT.
PALMER C. McNEAL
FRANKLIN COUNTY AUDITOR

TRANSFERRED NOT NECESSARY
NOV 7 1988
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

PARTNERSHIP
FILING DATE 7-23-82
RECORDED VOL 1512 PAGE D-2e
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

TRANSFERRED NOT NECESSARY
OCT 19 1988
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT.
PALMER C. McNEAL
FRANKLIN COUNTY AUDITOR

3. The lots located within said Saddlebrook, Section 7 shall be used for such purposes as are permitted by present zoning of the City of Columbus. No lot shall be used for any purpose not presently permitted by the zoning of the City of Columbus without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

4. Single family dwellings shall have a minimum of 900 square footage of liveable area exclusive of porches, and shall have an attached or an integral garage with space for not less than one (1) automobile. Two-story dwellings shall have a minimum of 550 square feet on the first floor. Bi-level and split-level dwellings shall have a minimum of 850 square feet on the top floor.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee. All such plans and specifications must be prepared by a competent architect or draftsman. If the Architectural Control Committee shall fail to approve or disapprove any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

6. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its

approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

7. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 5 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than shall be required by the appropriate zoning and building requirements of the City of Columbus.

8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents and assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

9. No trailer, basement, tent, shack, garage, barn, house, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 5 above.

10. No clotheslines shall be located on any lot except for a removable folding umbrella type.

11. Any truck, motorcycle, boat, bus, tent, house, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

12. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee and its successors and assigns.

13. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 5 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

14. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

15. No television antennas shall be attached to the exterior of any residence. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

16. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision may be located above ground.

17. 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, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

18. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Association; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

19. No lot owner shall impair any easement without first obtaining the written consents of the Association and the lot owner or owners for whose benefit such easement exists.

20. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

21. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

22. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

23. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any

other person or persons owning any lot in said subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions to prevent him or them from so doing to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

24. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

25. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the Owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

26. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1996, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in

whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

27. Only the lots contained in said Saddlebrook, Section No. 7 shall be subject to and bound by the restrictions, covenants and conditions set out in this instrument, and none of said provisions shall in any manner affect or be operative in respect of any other lands of the Owner or its successors or assigns.

28. Sections 1 through 7 inclusive of Saddlebrook contain certain open space lying within the plats and certain landscaped areas lying within the public rights-of-way. In addition, "easement areas" exist on a portion of certain lots located in said Sections 1 through 7 inclusive, as shown on the plats to provide access from the public rights-of-way to the open space lying within these plats. Saddlebrook development may be expanded to include additional plats within a 114.05-acre tract conveyed to Hayden Run, Ltd. by deed of record in Deed Book 1912, Page F-09, Recorder's Office, Franklin County, Ohio, with such additional plats containing open space, landscaped areas lying within the public rights-of-way and "easement areas" over a portion of certain lots to provide access from the public rights-of-way to any open space lying within such plats. The Architectural Control Committee shall be responsible for the reasonable and proper maintenance of all open space, landscaped areas and "easement areas" described above which are located in Section 7 and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and "easement areas" described above, and shall be empowered to levy, assess and collect an amount not to exceed Twenty-five dollars (\$25.00) per year from each and every lot owner in said Saddlebrook, Section No. 7, as necessary for the carrying out of its responsibilities under this paragraph as well as the other provisions of this Declaration of Restrictions; and provided further that said limit of Twenty-five dollars (\$25.00) for the annual assessment may be increased in proportion to any increase in the Consumer Price Index of the Bureau of Labor Statistics from the base period of February 1983. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural

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Control Committee, or a majority of the members thereof, may cause to be filed with the Franklin County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate.

The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "easement areas" on any section of the Saddlebrook subdivision, whether existing as of this date or created in the future from said 114.05-acre tract. The Architectural Control Committee may also join with the Architectural Control Committee of any other section or sections of Saddlebrook for purposes of establishing a combined budget for the joint maintenance of open spaces, landscaped areas and "easement areas" as described above, and divide the cost of same among the lot owners in all sections of Saddlebrook which participate in the combined budget.

29. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous

subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

30. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall be empowered to levy, assess and collect for the preservation, maintenance, improvement and care of areas designated on said plat as entryway improvements located on certain easements on lots in subject plat an amount not to exceed \$25.00 per year for each and every lot in said subdivision. Any work deemed necessary in said easement area will only be done if the individual property owner does not maintain the entryway construction in a neat and orderly fashion, or in the event that the appropriate governmental agency does not perform the same work mentioned above. The maximum amount which can be levied, assessed and collected against any one lot in any one year may be increased or decreased from said \$25.00 in proportion to any increase or decrease in the Consumer Price Index of the Bureau of Labor Statistics from the base of February 1983. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, such corporation or association may cause to be filed with the Franklin County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate.

31. It is expressly understood that this plat may be joined with other plats in Saddlebrook, so as to form one over-all property owners' association for the maintenance and care of all "islands" and "easement areas" so designated in future plats.

32. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

IN WITNESS WHEREOF, the said Hayden Run, Ltd., an Ohio limited partnership, has caused this instrument to be executed by its respective duly authorized representative this 11th day of July, 1988.

Signed, Acknowledged and
Delivered in the Presence of:

HAYDEN RUN, LTD., AN Ohio Limited
Partnership

Gay Brewer

By: WILLIAM C. MITCHELL, General
Partner

Beverly Whitcomb

By: REPUBLIC DEVELOPMENT CORP.,
General Partner

Gary Cottrell

Beverly Whitcomb

William C. Mitchell
By William C. Mitchell, Pres.

STATE OF OHIO)
COUNTY OF OHIO) ss

The foregoing instrument was acknowledged before me this 11th day of July 1988, by William C. Mitchell, General Partner, and Republic Development Corporation, an Ohio corporation, General Partner, by William C. Mitchell, President, on behalf of Hayden Run., Ltd., an Ohio limited partnership, as the sole general partners.

Kathleen S. Cottrell
Notary Public

This instrument prepared by:
William C. Mitchell
3150 Republic Blvd. N., Suite #3
Toledo, Ohio 43615

KATHLEEN S. COTTRELL, Notary Public
State of Ohio
My Commission Expires July 31, 1989