

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 the development. In the event that the other land is so developed, Declarant believes that it would be in the best interest 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 affect 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.

## ARTICLE VI

**A. AMENDMENT OR MODIFICATION BY DECLARANT:** The covenants, easements, restrictions, assessments and liens established herein (the "Protective Covenants"), may, at any time be amended, modified or replaced in whole or in part by the Declarant herein, without the further consent or execution of any documents by any person or entity, including any person or entity who is at such time a Lot Owner, for so long as the Lots owned by the Declarant constitutes more than ten percent (10%) of the aggregate Lots located within the Subdivision, including any additional property hereafter added to the Subdivision pursuant to the application of Article V herein. For the purpose of determining whether or not the percentage limitation above has arisen or occurred, any transfer of all of the Real Property or a significant portion thereof by the Declarant to another person or entity which is followed by the prompt reconveyance of the Real Property or a significant portion thereof back to the Declarant shall not act to trigger the same. Further, any transfer of all or substantially all of the Real Property then owned by the Declarant to the successors or assigns of the Declarant shall not act to trigger the same.

Notwithstanding the immediately preceding paragraph, the Declarant may not amend, modify or replace, in whole or in part, the Protective Covenants if the proposed amendment, modification, or replacement would materially or substantially increase the monetary obligations of any person or entity who is a Lot Owner, and such person or entity does not consent to the same in writing, or if the proposed amendment, modification or replacement would materially or substantially increase the obligations of any such person or entity under the Protective Covenants.

For the purposes of determining whether or not the obligations of any person or entity have been materially or substantially increased, this paragraph shall be liberally construed in favor of the Declarant, and shall only require the consent of such person or entity to the extent that such person or entity can establish by clear and convincing evidence that the same has materially and substantially increased its obligations hereunder.

B. AMENDMENT OR MODIFICATION BY ASSOCIATION: At such point in time when the Declarant can no longer amend or modify the Protective Covenants pursuant to the application of Section A of this Article, the Association may thereafter amend or modify the Protective Covenants by the affirmative vote at a meeting called and held pursuant to the Code of Regulations of not less than seventy-five percent (75%) of the voting rights of the Association; provided, however, under no circumstances may the Association amend or modify the Protective Covenants in a manner which is discriminatory in effect to a class of Lot Owners at the Subdivision.

WITNESS his hand this 13<sup>th</sup> day of January, 1997.

Signed and acknowledged in the presence of:

Kennedy Road Associates Ltd.  
an Ohio Limited Liability Company  
by C.V. Perry & Co., Its Managing Member

Terry E. Andrews  
Terry E. Andrews

by: Carlisle V. Perry, Sr.  
Carlisle V. Perry, Sr., President

Jean A. Ventresca

BE IT REMEMBERED that on the \_\_\_\_ day of January, 1997, before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Carlisle V. Perry, Sr., President of C.V. Perry & Co., Managing Member in Kennedy Road Associates Ltd., an Ohio Limited Liability Company, and the Declarant in the foregoing instrument, who acknowledged the signing thereof to be his voluntary act and deed, for and on behalf of said company.

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



Jean A. Ventresca  
JEAN A. VENTRESCA  
Notary Public - State of Ohio  
My commission expires 8-22-2001

RECEIVED & RECORDED Jan 29 1997  
AT 1:10 O'CLOCK P M IN OFFICIAL RECORD  
VOL 871 PAGE 329 FEE 50.00  
2001  
ROBERT F. WISE, LICKING COUNTY RECORDER