

Flood Plain Administrator or other authority or entity which control this jurisdiction.

3. Every owner of property along the watercourse shall maintain the portion of said watercourse in his property and keep the same free of debris and obstruction of all kinds. The Village of Pataskala or other authority or entity which control this jurisdiction shall be free of any responsibility toward maintaining the watercourse.
4. These restrictions and agreements shall run with the land and shall bind the owner, his successors and assigns unless and until a modification or change thereto is agreed to and approved by the Association and the Village of Pataskala or other authority or entity which control this jurisdiction.
5. Said restrictions and agreements may be enforced by the Village of Pataskala and its successors and assigns, or the Association or other Lot Owners, and are for the benefit of said Village, the Association, the Lot Owners and owners of neighboring property in such proximity to the above described premises that the violation of said restrictions and agreements would adversely affect the value of such property or the enjoyment of the use thereof.
6. The failure of said Association, the other Lot Owners, the Village of Pataskala or other authority or entity which control this jurisdiction to take prompt action by injunction or otherwise with regard to a violation of any of these restrictions and agreements shall not be deemed to be a waiver of its/their rights to take action for said violation or any further violation of any said restrictions and agreements.

**BB. NO BUILD ZONE:** An area is herein reserved over the areas designated as a No Build Zone on the Subdivision Plat. Within these areas it is intended that the natural beauty, character and openness of the area be preserved within the No Build Zone. No buildings, fences, walls, walks, steps or improvements of any kind shall be constructed within these areas except underground utility systems. The Homeowner will be permitted to landscape within these areas, i.e. lawns and other plant materials. The owner of the fee simple title to a lot in which a portion of said No Build Zone is located shall maintain this area for the benefit and enjoyment of all residents in the area.

**CC. SCENIC/LANDSCAPE EASEMENT:** An easement is herein reserved over the areas designated as Scenic/Landscape Easement on the Subdivision Plat. These areas are established to enhance the rural character along the Kennedy and Taylor Road corridors. These areas will be landscaped with evergreen and deciduous trees to create an interesting street scape. No buildings, fences, walls, walks, steps or improvements of any kind shall be constructed within these areas except underground utility systems. The Homeowner will be permitted to landscape within these areas, i.e. lawns and other plant materials. The owner of the fee simple title to a lot in which a portion of said easement is located shall maintain this area for the benefit and enjoyment of all the residents in the area.

## 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, 2025 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 by proceedings at law or in equity by any Lot Owner, the Association, 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

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

### ARTICLE IV

A. MAINTENANCE OF ENTRANCEWAY, OPEN SPACE AND DRAINAGE RESERVE BY DECLARANT AND ASSOCIATION: Until the completion and sale of not less than seventy-five percent (75%) of the dwellings in the Subdivision, Declarant shall be responsible for the installation and reasonable and proper maintenance of the Entranceway, Open Space and Drainage Reserve. On the January 1st immediately following the date upon which seventy-five percent (75%) of the Lots, with residential dwellings thereon, have been conveyed to bona fide purchasers, the Declarant covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the Entranceway, Open Space and Drainage Reserve. Until such turnover date, all improvements and maintenance costs in connection with the Entranceway, Open Space and Drainage Reserve shall be complete and paid for by Declarant. Improvements shall include such fencing, walls, landscaping and signage as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Declarant, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association.

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

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

D. ASSESSMENTS: The Association shall be empowered to collect assessments for the maintenance of the Entranceway(s), Open Space and Drainage Reserve as hereinafter provided. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot, and the time when the same is due. The assessment may be billed as 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 Licking County, Ohio Recorder, a notice of lien describing the Lot, the assessment amount and interest due and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment fell due.

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

Notwithstanding the foregoing, the lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot.

**E. AUTHORITY TO ASSIGN OR ENTER IN 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 corporation, associations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

**F. MAINTENANCE OF THE DRAINAGE RESERVE, BEING RESERVE "A" 0.816 ACRES AND RESERVE "B" 1.334 ACRES:** While it is the intention of Declarant that the Village of Pataskala will maintain the area designated herein as the Drainage Reserve, Declarant herein provides that the Association shall have the right, but not the duty or obligation, to assist in the maintenance of the Drainage Reserve. Such maintenance by the Association, if any, will be performed in a manner deemed appropriate by the Association and may include, but not necessarily be limited to, the mowing of grass, weeding and trimming along the watercourse, the planting of shrubs, trees and flowers, the removal of dead or diseased trees from the area, cleaning up debris and trash, and the servicing of any improvements to the Drainage Reserve installed by Declarant and/or the Village of Pataskala.

## ARTICLE V

**GENERAL:** The plan of covenants, maintenance and assessments set forth herein, has been established with respect to Lots. Declarant presently intends to develop all or a portion of other land adjacent to and/or contiguous to the Subdivision and located to the north, south, east and west of the Subdivision (the "other land") into similar Lots as those in the Subdivision and with improvements