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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
(MITCHELL HIGHLANDS)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28<sup>th</sup> day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on Exhibits A-1 and A-2 attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.

1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.

1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.

1.04. OWNER. A person owning a fee simple interest in property.

1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").

1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.

1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.

1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.

1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving

such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting 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 premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures 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 structure 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 or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 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 an 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 pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

### ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and 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 structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20) day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) Outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission,

except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design cues that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.

ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and

maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

#### ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, 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. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, 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 Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars (\$50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.



8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.  
999 Polaris Parkway, Suite 200  
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,  
an Ohio Corporation

By: *Donald R. Wick*  
Donald R. Wick, President

State of Ohio  
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28<sup>th</sup> day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

*Kimberly J. Wilcheck*  
KIMBERLY J. WILCHECK  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

**EXHIBIT A-1**

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

## EXHIBIT A-2

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000