

TIME RECORDED

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APR 20 1987

JOSEPH W. TES &amp; RECORDER

RECORDER'S FEE \$

SUBDIVISION RESTRICTIVE COVENANTS

656207

The undersigned, being all of the owners of the following described property (the "Property"):

Situated in the Township of Norwich, Franklin County, Ohio, and being Lots numbered 1 through 79 in Brookfield Village Section I as the same are numbered and delineated upon the recorded plat thereof, of Record in Plat Book 66, Pages 24 thru 26, Recorder's Office, Franklin County, Ohio.

do hereby make, declare and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment for development of the Property of requirements relating to land use, architectural features and site planning.

The restrictions and covenants are hereby declared to be inure to the benefit of all owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in full force and effect until December 31, 2012. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the undersigned and the beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village Section I shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including a garage.

CONVEYANCE TAX  
EXEMPT

PALMER C. McNEAL  
FRANKLIN COUNTY AUDITOR

TRANSFERRED  
NOT NECESSARY  
APR 20 1987

PALMER C. McNEAL  
AUDITOR

TRANSCHEC DM

2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Brookfield Village Section 1, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage or other structure. Notwithstanding the foregoing, such sales office must be previously approved in writing by Grantor.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the new development of all lots within Brookfield Village Section 1, each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected hereon to the Grantor, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, 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 location of the structure on the lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Grantor shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village Section 1, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Temporary Structure:** No temporary building, trailer, garage, storage building or structure shall be placed upon any lot for storage purposes without the express written consent of Grantor, provided, however, for the purpose of a sales office for the sale of lots and new homes, Grantor may permit a temporary structure during the initial construction sales period. This would include prohibiting above ground swimming pools.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels for animals shall be erected or maintained on any lot.
9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.
10. **Soils:** No soil shall be removed for any commercial purpose.
11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the 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.
12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of Brookfield Village Section 1, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.
13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure 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 seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph number 3.
14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.
15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.
16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.
17. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.
18. **Fencing:** Notwithstanding any other provision hereof no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves within Brookfield Village Section 1.
19. **Amendment by Grantor:** Grantor reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.
20. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Grantor, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who

have violated or are attempting to violate any of these restrictions, to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

21. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these restrictive covenants this 27<sup>th</sup> day of APRIL, 1987.

Signed and Acknowledged in  
the Presence of:

DAVIDSON PHILLIPS, INC.

Rosalinde Childs  
Susan J. Biscemi

By: Charles J. Ruma  
Charles J. Ruma, President

STATE OF OHIO  
FRANKLIN COUNTY SS:

The foregoing instrument was acknowledged before me, a Notary Public, on this 27<sup>th</sup> day of April, 1987.

Susan J. Biscemi  
Notary Public

SUSAN J. BISCEMI  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 8, 1989

12824A12

TIME 4:16 P M  
RECORDED FRANKLIN CO., OHIO

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DECLARATION OF  
SUBDIVISION RESTRICTIVE COVENANTS

JAN 5 1989

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$

14.00

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

Situated in the Township of Norwich, Franklin County, Ohio, and being Lots numbered 80 through 152 in Brookfield Village Section 2 as the same are numbered and delineated upon the recorded plat thereof, of Record in Plat Book 69, Pages 69 and 70, Recorder's Office, Franklin County, Ohio.

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does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

TRANSFERRED  
NOT NECESSARY

JAN 5 1989

PALMER C. MCNEAL  
AUDITOR  
FRANKLIN COUNTY, OHIOCONVEYANCE TAX  
EXEMPT  
M JP  
PALMER C. MCNEAL  
FRANKLIN COUNTY AUDITOR

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

Trans Ohio Title

COL # 126-C

The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2013. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village Section 2 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Brookfield Village Section 2, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village Section 2 each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village Section 2, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes and no above ground swimming pool shall be placed on any lot without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.
9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.
10. **Soils:** No soil shall be removed for any commercial purpose.
11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the 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.
12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.
13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure 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 seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.
14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.
15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.
15. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.
17. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.
18. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves within Brookfield Village Section 2. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein.
19. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.
20. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions.

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to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

21. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereto executed and imposed these restrictive covenants this 5th day of January, 1988, 1989.

Signed and Acknowledged in  
the Presence of:

DAVIDSON PHILLIPS, INC.

Susan J. Buscemi  
Rosalinde Childers

By: Charles J. Ruma  
Charles J. Ruma, President

STATE OF OHIO  
FRANKLIN COUNTY SS:

The foregoing instrument was acknowledged before me, a Notary Public, on  
this 5th day of January, 1988, 1989.

Rosalinde Childers  
Notary Public  
ROSALINDE CHILDERS  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES OCT. 27, 1991



14216H13

TIME 440P  
RECORDED FRANKLIN CO., OHIODECLARATION OF  
SUBDIVISION RESTRICTIVE COVENANTS

OCT 23 1989

JOSEPH W. TESTA, RECORDER

RECORDED FEB 8 14 1990

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

114997

Situated in the Township of Norwich, Franklin County, Ohio, and being Lots numbered 153 through 245 in Brookfield Village Section 3 as the same are numbered and delineated upon the recorded plat thereof, of Record in Plat Book 70, Pages 60 and 61, Recorder's Office, Franklin County, Ohio.

does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

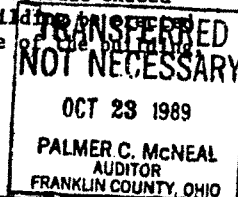
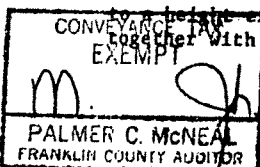
The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2014. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village Section 3 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building or structure be erected, altered, placed or permitted to remain on any lot that would exceed thirty-five (35) feet from the finish grade of the lot. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed thirty-five (35) feet from the finish grade of the lot together with necessary accessory buildings, including garage.



2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Brookfield Village Section 3 provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village Section 3 each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village Section 3, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes and no above ground swimming pool shall be placed on any lot without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.
9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.
10. **Soils:** No soil shall be removed for any commercial purpose.
11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such 30 day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.
12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.
13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure 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 seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.
14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.
15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.
16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.
17. **Clotheslines:** No clotheslines of any kind shall be permitted on any lot.
18. **Mailboxes:** All mailboxes shall be of the same design and specifications as determined by the Declarant and requested by the City of Hilliard at the time of subdivision approval.
19. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.
20. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves within Brookfield Village Section 3. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein.
21. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.

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22. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

23. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereto executed and imposes these restrictive covenants this 18<sup>th</sup> day of October, 1989.

Signed and Acknowledged in  
the Presence of:

Peter J. Albanese

Rosalinde Childers

DAVIDSON PHILLIPS, INC.

By Charles J. Kuma  
Charles J. Kuma, President

STATE OF OHIO  
FRANKLIN COUNTY SS:

The foregoing instrument was acknowledged before me, a Notary Public, on  
this 18<sup>th</sup> day of October, 1989.

Rosalinde Childers  
Notary Public

ROSALINDE CHILDERS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES OCT 27, 1991

18001109

TIME 11:04 A M  
RECORDER FRANKLIN CO., OHIO

(IV)

DECLARATION OF  
SUBDIVISION RESTRICTIVE COVENANTS

NOV 12 1991

JOSEPH W. TESTA, RECORDER

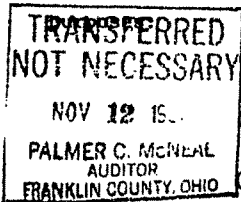
RECORDER'S FEE 1400

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

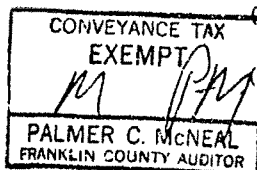
Situated in the Township of Norwich, Franklin County, Ohio, and being Lots numbered 246 through 341 in Brookfield Village Section 4 as the same are numbered and delineated upon the recorded plat thereof, of Record in Plat Book 73, Pages 26, 27 and 28, Recorder's Office, Franklin County, Ohio.

277332

does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following



- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.



The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2016. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. Land Use: All of the platted lots in Brookfield Village Section 4 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Brookfield Village Section 4 provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village Section 4 each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village Section 4 no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes and no above ground swimming pool shall be placed on any lot without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.

9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

10. **Soils:** No soil shall be removed for any commercial purpose.

11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such 30 day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure 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 seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.

14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.

17. **Clotheslines:** No clotheslines of any kind shall be permitted on any lot.

18. **Mailboxes:** All mailboxes shall be of the same design and specifications as determined by the Declarant and requested by the City of Hilliard at the time of subdivision approval.

19. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.

20. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves within Brookfield Village Section 4. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein. Invisible fencing permissible in back yards only.

21. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.

22. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

23. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidity of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereto executed and imposes these restrictive covenants this 8th day of November, 1991.

Signed and Acknowledged in  
the Presence of:

Janice Hatfield  
Janice Hatfield

Susan J. Buscemi  
Susan J. Buscemi

DAVIDSON PHILLIPS, INC.

By Charles J. Ruma  
Charles J. Ruma, President

STATE OF OHIO  
FRANKLIN COUNTY SS:

The foregoing instrument was acknowledged before me, a Notary Public, on  
this 8th day of November, 1991.

Susan J. Buscemi  
Notary Public

SUSAN J. BUSCEMI  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 4, 1994



28039H20

8 41 AM

TIME  
RECORDED FRANKLIN CO., OHIO

## DECLARATION OF

DEC 5 1994

## SUBDIVISION RESTRICTIVE COVENANTS

RICHARD B. METCALF, RECORDER

RECORDED'S FEE \$

22.00

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

Situated in the city of Hilliard, Franklin County, and being lots numbered 342 through 396 in Brookfield Village, Section 5, as the same are numbered and delineated upon the recorded plat thereof, and Record in Plat Book 80, Pages 66 through 68, Recorder's office, Franklin County, Ohio.

does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

(a) The compliance with all zoning and similar governmental regulations.

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(b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.

(c) The preservation, beautification and maintenance of the Property and all structures thereon.

(d) The preservation and promotion of environmental qualities.

(e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

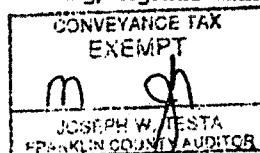
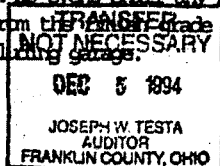
The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2019. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village, Section 5 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finished grade of the building, together with necessary accessory buildings, including garages.



TRANSOHIO TITLE BOX  
201

2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Brookfield Village, Section 5, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage, or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village, Section 5, each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails to respond within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village, Section 5, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, or any other type of structure shall be placed upon any lot for storage or other purposes without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.

9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

10. **Soils:** No soil shall be removed for any commercial purpose.

11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such 30 day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed four (4) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.

14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.

17. **Clotheslines:** No clotheslines of any kind shall be permitted on any lot.

18. **Mailboxes:** All mailboxes shall be of the same design and specifications as determined by the Declarant and requested by the at the time of subdivision approval.

19. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.

20. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves in Brookfield Village, Section 5. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein.

21. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.

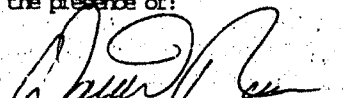
22. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.


23. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

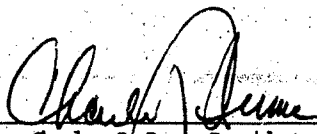
IN WITNESS WHEREOF, the Declarant has hereto executed and imposes these restrictive covenants this 30TH day of November, 1994.

Signed and Acknowledged in  
the presence of:

DAVIDSON PHILLIPS, INC.

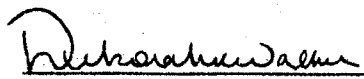
  
David J. Ruma

  
Florence Ferguson

By:   
Charles J. Ruma, President

STATE OF OHIO  
FRANKLIN COUNTY, SS:

The foregoing instrument was acknowledged before me, a Notary Public, on this  
30th day of November, 1994.

  
Notary Public

DEBORAH R. WALKER  
NOTARY PUBLIC, STATE OF OHIO  
MY COM. EXPIRES 11/15/95

34078815

TIME 9 00 A.M. M  
RECORDER FRANKLIN CO., OHIO

## DECLARATION OF

JAN 16 1997

## SUBDIVISION RESTRICTIVE COVENANTS

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 22<sup>00</sup>

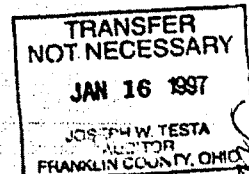
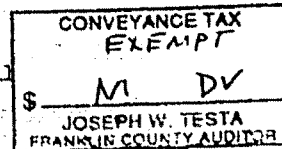
The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

Situated in the city of Hilliard, Franklin County, and being lots numbered 397 through 451 in Brookfield Village, Section 6, as the same are numbered and delineated upon the recorded plat thereof, and Record in Plat Book 84, Pages 11 through 12, Recorder's office, Franklin County, Ohio.

does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

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The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2021. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village, Section 6 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

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*Handwritten:* Records Dept - 101 2nd C

2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in Brookfield Village, Section 6, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage, or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village, Section 6, each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails to respond within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village, Section 6, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, or any other type of structure shall be placed upon any lot for storage or other purposes without

the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.

9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

10. **Soils:** No soil shall be removed for any commercial purpose.

11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such 30 day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed four (4) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.

14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot. Only satellite dishes smaller than 24 inches in diameter are permitted, the location, design, and screening of which must be approved pursuant to the provisions of Article 4 herein.

17. **Clotheslines:** No clotheslines of any kind shall be permitted on any lot.

18. **Above Ground Swimming Pools:** No above ground swimming pool shall be permitted on any lot.

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19. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.

20. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves in Brookfield Village, Section 6. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein. No invisible fencing shall be installed on any portion of a lot closer to the nearest road right-of-way than the back corners of the house constructed on that lot.

21. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.

22. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

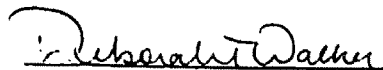
23. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidity of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

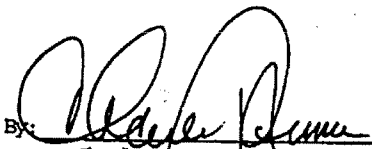
IN WITNESS WHEREOF, the Declarant has hereto executed and imposes these restrictive covenants this 13th day of January, 1997.

Signed and Acknowledged in  
the presence of:

DAVIDSON PHILLIPS, INC.

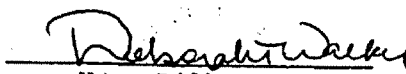
  
Florence Ferguson

  
Deborah T. Walker

By:   
Charles J. Rums, President

STATE OF OHIO  
FRANKLIN COUNTY, SS:

The foregoing instrument was acknowledged before me, a Notary Public, on this 13th day of January, 1997.

  
Notary Public  
DEBORAH T. WALKER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 4, 2000



DECLARATION OF

SUBDIVISION RESTRICTIVE COVENANTS

Instr: 199903120061932 03/12/1999  
 Pages: 4 Fee: \$22.00 10:26AM  
 Richard B. Metcalf T19990034215  
 Franklin County Recorder BXSTEWART

VII

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

Situated in the city of Hilliard, Franklin County, and being lots numbered 452 through 503 in Brookfield Village, Section 7, as the same are numbered and delineated upon the recorded plat thereof, and Record in Plat Book 91, Pages 16 through 17, Recorder's office, Franklin County, Ohio.

does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2024. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

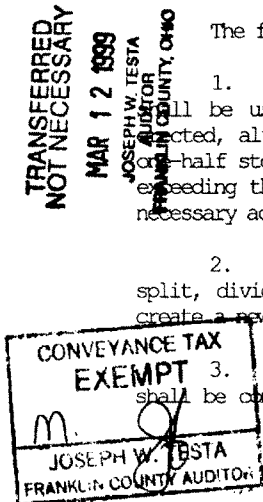
It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village, Section 7 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

2. **Lot Split:** Except as a developer may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Barred:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become



Stewart Title Insurance

an annoyance or nuisance to any of the owners of any lot in Brookfield Village, Section 7, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage, or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village, Section 7, each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails to respond within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village, Section 7, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, or any other type of structure shall be placed upon any lot for storage or other purposes without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.

9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept

in a clean and sanitary condition and removed from view from the street and abutting properties.

10. **Soils:** No soil shall be removed for any commercial purpose.

11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such 30 day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

13. **Boat, Trailer and Vehicle Parking and Storage:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed four (4) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described in paragraph 3.

14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot. Only satellite dishes smaller than 24 inches in diameter are permitted, the location, design, and screening of which must approved pursuant to the provisions of Article 4 herein.

17. **Clotheslines:** No clotheslines of any kind shall be permitted on any lot.

18. **Above Ground Swimming Pools:** No above ground swimming pool shall be permitted on any lot.

19. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.

20. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves in Brookfield Village, Section 7. No fence shall be erected on any lot until the plans for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein. No invisible fencing shall be installed on any portion of a lot closer to the nearest road right-of-way than the back corners of the house constructed on that lot.

21. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.

22. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent

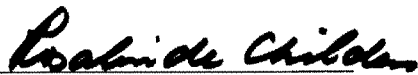
them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

23. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

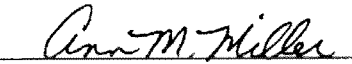
IN WITNESS WHEREOF, the Declarant has hereto executed and imposes these restrictive covenants this 11th day of March, 1999.

Signed and Acknowledged in  
the presence of:

DAVIDSON PHILLIPS, INC.



Rosalinde Childers



Ann M. Miller

By:

  
Charles J. Ruma, President

STATE OF OHIO  
FRANKLIN COUNTY, SS:

The foregoing instrument was acknowledged before me, a Notary Public, on this 11th day of March, 1999.

  
Notary Public

**ANN M. MILLER**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 22, 2001

DECLARATION OF

SUBDIVISION RESTRICTIVE COVENANTS

Instr: 199911080279945 11/08/1999  
 Pages: 4 Fee: \$22.00 11:12AM  
 Richard B. Metcalf T19990156177  
 Franklin County Recorder BXSTENART

VIII

The undersigned, (the "Declarant") being the owner of the following described property (the "Property"):

Situated in the city of Hilliard, Franklin County, and being lots numbered 504 through 557 in Brookfield Village, Section 8, as the same are numbered and delineated upon the recorded plat thereof, and Record in Plat Book 92, Pages 69 through 70, Recorder's office, Franklin County, Ohio.

does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Property, of requirements relating to land use, architectural features and site planning.

The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any lot and all others claiming under or through them ("Owners"). These restrictions shall remain in force and effect until December 31, 2024. Thereafter, the restrictions shall be automatically renewed for successive periods of ten years each unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use of the Property or any lot therein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and therefore each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. **Land Use:** All of the platted lots in Brookfield Village, Section 8 shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

2. **Lot Split:** Except as a developer may find necessary to develop, split, divided or subdivided for sale, resale, gift, lease or otherwise so as to create a new lot within the subdivision.

3. **Trade or Commercial Activity Banned:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done which may become

TRANSFERRED  
 CONVEYANCE TAX  
 EXEMPT  
 NOV 08 1999  
 JOSEPH W. TESTA  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

Stewart Title

an annoyance or nuisance to any of the owners of any lot in Brookfield Village, Section 8, provided, however, during the initial construction sales period, the owner of any lot who is a developer or a new home builder may conduct lot and home sales activities from a trailer, garage, or other structure. Notwithstanding the foregoing, such sales office must be previously approved by Declarant.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within Brookfield Village, Section 8, each owner of a lot shall be required to submit one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails to respond within thirty (30) days after receipt of said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further acknowledges that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

Within the easement areas designated on the recorded plat of Brookfield Village, Section 8, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

5. **Building Location:** No building shall be located on any lot nearer to the lot lines than the minimum building front, rear and side lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

6. **Temporary Residence:** 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.

7. **Miscellaneous Structures:** No building, trailer, garage, or any other type of structure shall be placed upon any lot for storage or other purposes without the express written consent of Declarant, provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit a temporary structure during the initial construction sales period.

8. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any lot.

9. **Waste Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept

in a clean and sanitary condition and removed from view from the street and abutting properties.

10. **Soils:** No soil shall be removed for any commercial purpose.

11. **Vehicles Not In Use:** No automobile or motor driven vehicle shall be left upon any lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such 30 day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

12. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

13. **Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes:** No automobile may be left upon any Lot for a period longer than forty-eight (48) hours in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Lot. Any towed vehicle, trailer, boat, commercial vehicle or motor home regularly stored upon any portion of the Subdivision, or temporarily kept thereon for periods longer than twenty-four (24) hours, shall be considered a nuisance and must be removed from the Subdivision. The foregoing however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within private garages. No commercial vehicles may be parked, stored or temporarily kept on any Lot, except when there temporarily to service existing improvements or to be used in connection with the construction of improvements in the Subdivision. Only cars and authorized trucks may be parked on the driveway; all other vehicles, including but not limited to, recreational vehicles, scooters, mopeds, tractors, mowers, and non-authorized trucks, and all boats, trailers and campers, must be stored in garages. An authorized truck is a truck manufactured primarily for the purpose of carrying passengers, is fully enclosed at the time of manufacture, is of one ton capacity or less, and exhibits no external evidence of commercial use. Notwithstanding the foregoing, the Environment Committee shall have the right, in its sole discretion to determine whether or not a vehicle is authorized.

14. **Garage:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

15. **Signs:** No signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

16. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot. Only satellite dishes smaller than 24 inches in diameter are permitted, the location, design, and screening of which must approved pursuant to the provisions of Article 4 herein.

17. **Clotheslines:** No clotheslines of any kind shall be permitted on any lot.

18. **Above Ground Swimming Pools:** No above ground swimming pool shall be permitted on any lot.

19. **Grading and Drainage:** 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 draining plan of the subdivision or any existing swales, floodways or other drainage configurations.

20. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the lots or reserves in Brookfield Village, Section 8. No fence shall be erected on any lot until the plans

for such fence have been approved by Declarant pursuant to the provisions of Article 4 herein. No invisible fencing shall be installed on any portion of a lot closer to the nearest road right-of-way than the back corners of the house constructed on that lot.

21. **Amendment by Declarant:** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes.

22. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to Declarant, and its successors and assigns, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

23. **Enforcement:** Failure to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant or restriction. Invalidity of any of the foregoing covenants or restrictions by judgment or court order shall in no manner affect the other covenants and restrictions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereto executed and imposes these restrictive covenants this 4<sup>th</sup> day of November, 1999.

Signed and Acknowledged in  
the presence of:

DAVIDSON PHILLIPS, INC.

Carole S. Farish

Ann M. Miller

By: Rosalinde Childers  
Rosalinde Childers, Vice President

STATE OF OHIO  
FRANKLIN COUNTY, SS:

The foregoing instrument was acknowledged before me, a Notary Public, on this 4<sup>th</sup> day of November, 1999.

Ann M. Miller  
Notary Public

**ANN M. MILLER**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 22, 2001