



NOTE

There are basically four documents that provide the foundation upon which the Association exists and operates. These are 1) *Articles of Incorporation*; 2) *Covenants and Restrictions*; 3) *Code of Regulations*; and 4) *Association By-Laws*.

The *Articles of Incorporation* formed the original structure for Independence Village East One Association. The first two pages of that document are scanned representations of the original document which can be obtained by contacting the President of the Association. The remaining pages are an exact typed duplication of the document because the quality of the scanned document is unreliable.

The *Covenants and Restrictions* was written at the same time as the *Articles of Incorporation*. Every home owner is required by Ohio Law to receive a copy of that document when they sign their homeowner documents. The *Covenants and Restrictions* is the bedrock document that prescribes Association activities.

In 2003-04, the Board, under the advisement of an attorney developed a *Code of Regulations* to specifically empower the Board to make rules, levy fines, assess liens, and do some restructuring of the original guidelines in the first two documents. Almost twenty years had passed since the original two documents were created and it was time for some updating and modification. That document primarily deals with Board powers and how the Board and Officers will operate. It was adopted at a 2004 general membership meeting by three-fourths of those present.

The *By-Laws of the Association* are being written into a general Handbook and fundamentally spell out the rules of the *Covenants and Restrictions* in simple language for the average reader. That document also has updated rules and regulations and describes enforcement policies. It will be available to all Association members by November 2008.



Covenants and Restrictions

DECLARATION

This is the Declaration of Independence Village East One Association made on or as of the _____ day of _____, Chapter 5311 of the Revised Code of Ohio.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. “Articles” and “Articles of Incorporation” mean the articles, filed with the Secretary of State of Ohio, incorporating Independence Village East One Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio’s enabling non-profit corporation ac

2. “Association” and “Independence Village East One Association” mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condo~ Condominium Act.

3. “Board” and “Board of Trustees” mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.

4. “By-Laws” mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

5. “Common Areas” means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting “common areas and facilities” of the Condominium under the Condominium Act.

6. “Condominium” and “Independence Village East One” mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

7. “Condominium Act” means Chapter 5311 of the Revised Code of Ohio.



8. “Condominium Instruments” means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, “all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit.”

9. “Condominium organizational documents” means the Articles, the By-Laws, the Drawings, and this Declaration.

10. “Condominium Property” means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. “Declarant” means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant’s successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

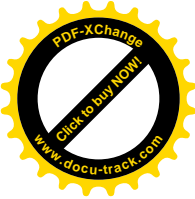
12. “Declaration” means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act.

13. “Drawings” means the drawings for the Condominium, and are the Drawings required pursuant to the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately here from by the appropriate public authorities.

14. “Eligible mortgagees” means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

15. “Limited Common Areas” means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting “limited common areas and facilities” of the Condominium under the Condominium Act.

16. “Occupant” means a person lawfully residing in a Unit; regardless of whether or not that person is a Unit owner.



17. “Person” means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

18. “Trustee” and “Trustees” mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

19. “Unit” and “Units” mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a “unit” or “units” of the Condominium undi tile Condominium Act.

20. “Unit owner” and “Unit owners” mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a “member” of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

DECLARATION OF COVENANTS, EASEMENTS RESTRICTIONS AND ASSESSMENT LIEN

This is a declaration at covenants, easements and restrictions made on or **as of this 16th** day of September, ,1985. by George Wimpey of Ohio Inc.. an Ohio corporation (Declarant).

BACKGROUND

A. Declarant is the owner in fee simple of the following real estate situated in the City of Columbus, Franklin County, Ohio:

Being Lots Numbered 539 through 582 of INDEPENDENCE VILLAGE EAST SECTION TWELVE Subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 63, Page 65, of the Recorder of Franklin County, Ohio.

Each of these parcels of real estate is referred to herein as a *Lot*, and collectively they are referred to herein as the “Lots.” The term “Lot Owner” shall include each owner of a fee-simple interest in a Lot.

B. Declarant expects that there will be constructed on the Lots, eight residential buildings, each of which shall be referred to herein as a “Building”. and collectively as the “Buildings” each residential building to be comprised of four or six individual dwellings, separated by party walls constructed on the line between the Lots.



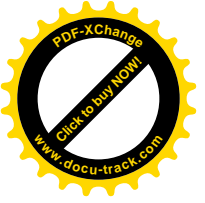
- C. Declarant desires to create a plan of restrictions, easements and covenants with respect to the Lots to protect the interests of the Declarant and each Lot owner and their respective heirs, successors and assigns.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIEN

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions, which **are** for the purpose of protecting the values and desirability of, and which shall run with, the Lots, and each part thereof. and be binding on all parties having any right, title or interest in the Lots, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant. each Lot owner, the respective heirs, successors and assigns of each Lot owner, and the Independence Village East One Association.

1. PARTY WALLS.

- a. General Rules of Law to Apply. Each wall built as part of the original construction of the Buildings on the Lots and placed on the dividing line between the Lots, and any wall replacing the same, shall constitute a party wall, and, to the extent not inconsistent, with the provisions of this Item 1, the general rules of Ohio law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.
- b. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be borne equally by the Lot owners of the two Lots which share such party wall. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failure to act of a Lot owner, or residents or invitees of only one Lot, whether or not there was negligence or a willful act, the Lot owner of that Lot shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Lot owner shall be settled by arbitration' by submitting the dispute to the Independent Village East One Association.
- c. Construction and Repair. In all construction and repair work, precaution and care shall be taken not to damage the property of the other Lot owners.
- d. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then unless the Lot owners in the Building decide in the manner provided in item 5, below, not to repair the structure, then the party wall shall be repaired or replaced and the owners of the two lots which share such party wall shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right at one of the Lot owners to call for a larger contribution from the other Lot owners under the terms hereof or any rule of law regarding liability for negligent or willful acts or omissions, or to the right of the party or parties restoring the same to reimbursement from insurance.
- e. Right to Contribution Runs With Land. The right of a Lot owner to contribution from another Lot owner under this item shall be appurtenant to the land and shall pass to such Lot owner's successors in title.



2. MAINTENANCE AND REPAIR. Each Lot owner will keep that Lot owner's Lot and the exterior of the improvements thereon in a good state of repair and maintenance, will maintain the lawn and surrounding areas on that owner's Lot in neat and clean condition, keep the grass cut, and keep the Lot free of trash, rubbish and items that would detract from the appearance of the Lots, as a whole. If any Lot owner believes that another Lot owner is not maintaining and repairing that owner's Lot, and the improvements thereon, in accordance with the foregoing standards, and the alleged violating Lot owner, on written demand of the other Lot owner, fails or refuses to make the demanded repair or maintenance, the disagreement shall be settled by arbitration by submitting the dispute to the Independence Village East One Association. The decision as to whether or not the demanded repair or maintenance shall be performed shall be binding and final.

3. MAINTENANCE OF ROOFS. The cost of repair and maintenance of the roof of a Building shall be borne equally by the Lot owners of the Lots upon which the Building is situated. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failure to act of less than all of the Lot owners in that Building, or residents or invitees of less than all of the Lots in that Building, whether or not there was negligence or a willful act, the Lot owners of those Lot responsible for the damage shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Lot owner shall be settled by arbitration by submitting the dispute to the Independence Village East One Association. • The owners of the majority of Lots in a Building shall decide whether to repair the roof; provided that if the Owner of a Lot requests the roof to be repaired to protect its unit, then he may request arbitration by submitting the dispute to the Independence Village East One Association, which Association shall order the repair if the same is necessary for the protection of any of the units in the Building in question. No owner shall undertake to make repairs or take any other action which would affect the exterior appearance of the roof, or make one portion of the roof incompatible with the balance, without the consent of the majority of owners of units in the Building or the favorable arbitration decision of the Independence Village East One Association. Having received such consent' or favorable decision, any owner who incurs expenses in connection with such repair shall be entitled to recover pro-rata shares. from the other owners, which owners shall be jointly and severally liable for their respective Lot's share of such expenses.

4. INSURANCE. Each Lot owner shall obtain and at all times maintain insurance for the improvements on that owner's Lot against loss or damage by fire, lightning and such other hazards as are ordinarily insured against in fire and extended coverage, policies issued on residential dwellings in the area, in amounts at all times sufficient to prevent the Lot owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provision, and no less than the actual replacement cost of such structure, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(a) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VI, or better, or if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Records, or its successor guide:



(b) shall be written so as to designate the other Lot owners in the Building and their mortgagees as Co-insureds, as their interests may appear;

(c) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Independence Village East One Association, its officers and Trustees, and all Lot owners: and

(d) shall provide that the other Lot owners in the building and, if requested, their mortgagees shall receive no less than thirty (30) days written notice prior to cancellation, and the opportunity to cure defaults and to pay premiums.

Each Lot owner shall provide the other Lot owners in the Building with a memorandum copy or other reasonable evidence of the insurance policy so obtained, and evidence of premium payment. In the event any Lot owner shall fail to obtain or maintain such insurance in effect, another Lot owner or owners in the Building may obtain the same, and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall immediately upon payment thereof be due and owing by the Lot owner of the Lot for which such insurance was obtained. Failure at any time of a Lot owner to provide evidence of such insurance to the other Lot owners in the Building shall be conclusive evidence to the other Lot owners that such insurance is not being maintained, and entitle such other Lot owners to acquire the same.

5. DAMAGE OR DESTRUCTION, in the event the improvements on a Lot shall suffer damage or destruction, the insurance proceeds payable by reason thereof, subject to the prior rights of any first mortgage, shall be utilized to pay the cost of repair, restoration, or reconstruction, and, if the proceeds available from such insurance are insufficient to pay such cost, the repair, restoration, or reconstruction shall be made, in any event, and the deficiency paid by the Lot owner of the Lot on which such improvements were damaged or destroyed. Should such Lot owner fail or refuse after reasonable notice to pay such deficiency or undertake such repair, restoration or reconstruction, the majority of the other Lot owners in that Building may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the Lot owner failing to undertake such work or pay the cost thereof.

In the event that all of the residences in a Building suffer total destruction, then upon the vote of not less than a majority of the Lot owners in that building may elect not to repair the same, in which event the Lot upon which such destroyed Building is located shall be sold as a single parcel, and the proceeds divided equally among such Lot owners,

6. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, other than originally constructed by Declarant or its designee, nor shall any exterior addition to or change or alteration therein be made until the written plans and specifications showing the nature, kind, shape, height, materials, and location have been approved in writing by the Independence Village East One Association, which approval shall depend upon the harmony of external design and location in relation to surrounding structures and topography.



7. USES. No Lot shall be used other than for residential purposes. In addition
- a. No saloon or other place for the manufacture or sale of spirits liquors, whether malt, vinous or distilled, shall be maintained on any Lot.
 - b. No noxious or offensive activity shall be carried on upon any Lot, nor may any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupants of the dwelling on the other lots.
 - c. No business activities of any kind whatever shall be conducted on the Lot, provided, however, the foregoing shall not apply to the business activities, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns, during the construction and sale period.
 - d. No dwelling thereon shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than 30 days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and like services.
 - e. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, they are limited in number so as not to cause a nuisance or disturbance to others, and they are not permitted to run loose.
 - f. No boat, truck with more than four wheels, trailer, camper, inoperative vehicle, or similar vehicle shall be stored, temporarily or permanently, on any Lot.
 - g. No structure of a temporary character or, basement, tent, shack, garage, trailer, barn or other outbuilding shall be used on any portion of a Lot at any time as a residence, either temporarily or permanently.
8. BUILDING, CONSTRUCTION: EXTERIOR APPEARANCE.
- a. Only one single family attached dwelling may be erected or maintained on any Lot. It is understood and agreed by Declarant, for itself and each owner of a Lot hereafter, that no Lot, by itself, is of sufficient size and configuration that, by reason of present zoning and building regulations, or by reason of good land use planning, it would support a free standing single family structure, and Declarant, and each Lot owner by acceptance of a deed to a Lot, agrees that the limitation of use of the Lots for one single family attached dwelling per Lot is reasonable and does not and will not constitute an unreasonable limitation on use of the Lots.
 - b. No structure, other than a dwelling, patio fencing, and such other improvements as may originally have been constructed by Declarant, its successors and assigns, shall be permitted on the Lots, except with the consent of the Independence Village East One As-



sociation.

c. Any building or buildings or structure erected upon the Lot or Lots shall be of new construction and no building or structure shall be moved from another location onto a Lot or the Lots.

d. No building constructed on the Lots shall be more than two (2) stories high, excluding basements.

e. Nothing shall be caused or permitted to be hung, displayed, or stored on the outside of windows or placed on the outside walls of a building or on the exterior walls of the patios, or otherwise outside of the dwelling on a Lot, and no sign, awning, canopy, shutter or radio or television antenna or any other device or ornament shall be affixed to or placed upon the exterior walls, roof or exterior patio walls, other than originally provided by Declarant, except with the consent of the Independence Village East One Association. Nothing shall be permitted to be displayed from the inside of windows or within a patio area that has a deleterious effect upon the other Lots.

f. No sign or billboard of any kind shall be erected or maintained on any Lot, except (i) one sign or not more than four (4) square feet advertising the Lot for rent or sale, and (ii) signs used by Declarant to advertise Lots and residences for sale during the construction and initial sales period.

g. All clotheslines, equipment, garbage cans, service yards, woodpile., and any other items stored outside, shall be kept screened by adequate planting or fencing so as to conceal them from view of the other Lots and public view. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

h. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon a lot without the consent of the owner of the other Lots upon which such Building is located. and the consent of the Independence Village East One Association.

9. EASEMENT FOR ENCROACHMENTS. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs. as designed or constructed by the Declarant. A valid easement for said encroachments for the maintenance of same, so on as it stands, shall, and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that. a valid easement for said encroachment and the maintenance thereof shall exist.

10. EASEMENTS FOR UTILITIES AND SERVICES. There is hereby created upon, across, over and under each Lot easements for ingress, egress, installation, replacing, repairing and maintaining all utilities. including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system or cable television. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the neces-



sary poles and other necessary equipment on said property and to affix and maintain wires, circuits and conduits on, above, across and under the roofs and exterior walls of structures, and it shall be expressly permissible (or the providing utility company, *and* each Lot owner, to forcibly enter the residence on any Lot in any emergency endangering life or property. An easement is further granted to all, police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Lots except as initially programmed and approved by the Declarant or hereafter approved by the owners of Lots over which lines are proposed. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Lot owner by acceptance of a deed to a Lot agrees to execute such document. An easement is further granted to the Lot Owners and occupants of all Lots, upon, over and across the 10-foot strips of Land marked "10' Access Easement" and the 10 and 15-foot easements running along the rear of the Lots upon which their respective Buildings are located, all as shown on the plat of the Subdivision, for access to the rear portions of their respective Lots.

11. OPEN SPACE.

- a. Conveyance to Association. The Declarant is the owner of certain open space areas in the vicinity of the Lots as shown on the plat for Independence Village East Section 12, designated as Reserves A and B; and will convey such areas or portions thereof, to the Independence Village East One Association, (sometimes referred to herein as the Association"). Upon such conveyance, such areas owned by "the Association shall become the Open Space" referred to herein.
- b. Maintenance of Open Space. The Independence Village East One Association shall maintain the Open Space in a manner deemed appropriate by the Trustees of the Association, for the use of owners of the Lots.
- c. Authority of the Association. The Association shall have the power to borrow funds, pledge assets, maintain reserves, enter into contracts (including, without limitation, the right to enter into contracts with the Declarant or an entity related to the Declarant), charge fees for the use of the Open Space, formulate and enforce such rules and regulations for the use of the Open Space as the Association deems appropriate, including the restricting of parking upon such Open Space, convey the Open Space to the City of Columbus for parks purposes, suspend the rights of owners of Lots to use the Open Space, and take such, other action as the Trustees deem appropriate in dealing with the Open Space.
- d. Establishment of Assessment. For the purpose of providing funds for maintenance and improvement of the Open Space and other expenses and costs incurred by the Association, and for the purposes of maintaining the Open Space as required by local ordinances and agreements with adjoining owners, the Trustees of the Association shall, prior to January 1 of each year, determine an estimated budget for the following calen-



dar •year. The annual assessment chargeable to each Lot shall be equal to the result obtained when the total estimated budget for the calendar year is divided by 44 Assessments shall be collected quarterly. Installments of assessments which are delinquent for 30 days shall earn interest at the rate of 12% per annum until paid.

e. Establishment of Lien. If any Lot owner shall fail to pay his share of assessments, then the Association shall be entitled to a valid lien for the remaining portion of that year's assessment, which lien shall be effective from the date that the Association certifies the lien to the Franklin County Recorder. Additionally, each owner of a Lot is, jointly and severally, personally liable for any assessments which are due while he or she owns such Lot, and the Association may take judgment against such owner and enforce the same by foreclosure or by any other remedy available under the law. The lien described in this subsection "e" shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Franklin County recorder — or prior to the date that the Association obtains a certificate of Judgment against a defaulting owner, whichever is the first to occur.

12. GENERAL PROVISIONS

a. Enforcement. Declarant, the City of Columbus, each Lot owner and the Independence Village East One Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any such benefited party to enforce any covenant or restriction herein Contained shall in no event be deemed a waiver of the right to do so thereafter.

b. Special Assessment Lien. Each Lot owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, including, without limitation, the obligations with regard to the party wall contained in Section 1, hereof; the repair and maintenance obligations contained in Sections 2 and 3, hereof; the obligation to maintain insurance contained in Section 4, hereof; the obligation to repair all damage or destruction contained in Section 5, hereof; the obligation to allow no improvements to be constructed upon the premises unless in accordance with hereof; and the obligation to comply with all requirements in Sections 7, 8, and elsewhere herein and with' all rules and regulations promulgated by the Association. Upon the failure of such Lot owner to comply with such covenants, requirements, and obligations, the Independence Village East One Association, in addition to any other enforcement rights it may have hereunder, may, upon action by its Board, take whatever action it deems appropriate to cause compliance including, without limitation, repair, maintenance, and reconstruction activities; the obtaining of insurance required to be maintained by the Lot owner; and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance along with interest thereon at the higher of 12 percent per annum and the highest legal rate of interest, shall be immediately due and payable from the Lot owner to the Independence Village. East One Asso-



ciation, and the Association shall be entitled to a valid lien as security for the payment of such costs incurred, which lien shall be effective from the date that the Association certifies the lien to the Franklin County Recorder. The lien described in this subsection "b" shall be deemed. subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Franklin County Recorder, or prior to the date that the Association obtains a certificate of judgment against such Lot Owner, whichever is the first to occur.

- c. Joint and Several Obligations. Each and every obligation of a Lot Owner hereunder shall be the joint and several obligation of each owner of a fee-simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto to or by one of such joint owners, shall be deemed given, taken, or received by all such joint owners.
- d. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- e. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years; unless by agreement of the owners of seventy-five percent of the Lots. This Declaration may be amended by a duly executed and recorded instrument signed by the owners of no less than seventy-five percent of the Lots, provided that any such amendment during the first ten (10) years after the date hereof must also be approved by the Declarant.

IN WITNESS WHEREOF, the Declarant herein, George Wimpey of Ohio Inc., has caused this instrument to be executed on its behalf as of the 16th day of September, 1985.