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Muskingum County, Ohio Rec'd Oct 12, 1978
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Ronald M. Minick Recorder

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SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE TOWNHOUSE PARCEL
FLAT 1 "THE BLUFFS" AT COLONY NORTH

THIS DECLARATION, made this 11th day of October A.D. 1978,
by Dunzweiler Developers, Inc., hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the Owner of the real property described in Flat Book 14,
Page 89; and

WHEREAS, Developer intends that the property described in Flat 1 The Bluffs
becomes subject to the Declaration of Covenants and Restrictions for Colony
North and to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of The Properties described
above, together with such additions as may hereafter be made thereto as provided
in Article I, shall be held, transferred, sold, conveyed and occupied subject
to the covenants, restrictions, easements, charges and liens set forth in the
Colony North DECLARATION OF COVENANTS AND RESTRICTIONS, dated December 22, 1976,
Recorded in Vol. 747 Page 139
and subject to the covenants, restrictions, easements, charges and liens set
forth hereinafter.

TRANSFER
NOT NECESSARY
OCT 12 1978
R. M. Minick
Auditor, Muskingum County, Ohio

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ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration is located in the City of Zanesville, County of Muskingum, State of Ohio, and is more particularly described in Plat Book 14 , Page 138 and shall be known as Flat 1 The Bluffs at Colony North.

Section 2. Additions to Existing Property. All or any part of the land described in the General Plan of Development, or land which is contiguous thereto, may be added to this Parcel by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of this Parcel and by filing with the Association the plat plans for such addition. For this purpose contiguous land shall also mean land which is separated from land already described in the General Plan of Development by an area dedicated to public use.

Section 3. Easement for Services. The Association shall have an easement of ingress and egress on any Lot; by virtue of such easement, the Association, its agents, and employees shall have the right to enter upon a reasonable portion of any Lot at reasonable times for the purpose of providing any service to such Lot as is hereinafter set forth.

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ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Members within the Parcel. Such services shall include:

(a) Maintenance and operation of property owned by the Association and principally used by the residents of the Parcel as described and designated on Flat 1 The Bluffs at Colony North including non-dedicated walks and driveways, curbs, gutters or storm covers, and other site improvements as area lighting, sprinkler systems, and central TV antenna to the extent any of these exist; and the water and electric bills pertinent to these services; and such Common Area as may be added as provided in Article I.

(b) Providing services to each unit, including but not limited to, maintenance of the Lots and landscaping thereon and the exteriors of Living Units to the extent the Board determines for either all owners or to individual owners on an optional-extra payment basis; and

(c) Setting aside reserves for future repair and replacement of capital improvements to be maintained through the Parcel Assessment.

Section 2. Method of Assessment. The assessment shall be levied by the Association against Assessable Units in the Parcel, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds (2/3) of the Board of Trustees, the Board shall fix the annual parcel assessment and date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Parcel.

Section 3. Basis of Assessment. The basis for the Parcel Assessment shall be the same as for the General Assessment, except that should the Association provide optional services at extra cost to individual owners such payments due

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shall be considered part of the Parcel Assessments due from each such Owner enjoying optional services.

Section 4. Maximum Parcel Assessment. Until the first day of the fiscal year following commencement of assessments in the Parcel, the maximum annual Parcel Assessment per unit for all services shall be \$240 excluding assessments for optional services, if any.

Section 5. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments in the Parcel:

(a) The Board of Trustees, without a vote of the members, may increase the Maximum each year by not more than the greater of six percent (6%) of the Maximum for the current fiscal year, or to an amount equal to the rise in the general consumer price index for the preceding twelve (12) months in the area as determined by the U. S. Labor Department; to become effective the first day of the next fiscal year.

(b) The Maximum may be changed with affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in The Bluffs.

Section 6. Special Assessments.

(a) In the event a need for maintenance or repair arises from a willful or negligent act or omission of an Owner, contract purchaser, or a lessee, or their family members, pets, agents, employees or invitees, the cost of such maintenance or repair shall become a Special Restoration Assessment on his Lot as provided in the Declaration. Any maintenance or repair arising from fire or other casualty loss covered by insurance herein required to be maintained on the Living Unit shall be excluded from the services delineated in this section.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of all structures and grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within twelve (12) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a Single Family, subject to all of the provisions of the Declaration. Provided, however, that occupancy for a single family by Owner or Lessee shall not exceed one person per bedroom in the Living Unit, plus two additional persons. Excepted herefrom are Owners or Lessees who exceed the allowable occupancy because of children being born after initial occupancy.

Section 3. Vehicles. Use and storage upon the Common Area and Lots of all vehicles and recreational equipment shall be subject to rules promulgated by the Board of Trustees as provided herein. Without limiting the generality thereof:

(a) Ownership of each Lot shall entitle the Owner thereof to the use of not more than two parking spaces per Assessable Unit for approved vehicles, together with the right of ingress and egress in and upon said parking area. An approved vehicle shall include any conventional passenger vehicle, any recreation vehicle mounted on a passenger car chassis, and a truck or commercial vehicle of less than two and one-half tons in gross weight and which contains no tools, goods or supplies outside the passenger compartment and which either bears no advertising signs or which bears signs or apparatus which meet the design standards of the Association.

(b) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

(c) No motor vehicles including, but not limited to, trail bikes, motor-cycles and dune buggies, shall be driven upon driveways, cul-de-sacs, or parking lots, except as a means of ingress and egress to public streets; no motor vehicles of any kind shall be driven on pathways, bike trails, or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area. The Common Area shall be subject to all restrictions contained in the Ordinances of the City of Zanesville regulating motor vehicles and/or use of sidewalks and said restrictions are incorporated herein.

(d) No motor vehicle may be washed or repaired (except emergency repairs) on any Lot, Street, or Common Area within the Parcel except as may be designated and regulated by the Association.

(e) No vehicle shall be parked on a common driveway in any way that can obstruct or prevent ingress or egress of any other vehicle to any dedicated street or to the garages of the Owners.

(f) Overnight parking of all recreational vehicles and related equipment shall be in garages, screened enclosures approved by the Architectural Review Board, or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, including such restrictions as may be adopted in the Book of Resolutions, not more than two generally recognized house or yard pets, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with the Association and County authorities.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any portion of the Lot, exterior to the Living Unit, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as provided by the Association, or Developer or as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with the rules set by the Association and procedures of the City of Zanesville.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type including, but not limited to, for sale or rent, garage sale, political or business signs, shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Association, except address signs furnished by the Developer or approved by the Architectural Review Board.

Section 10. Sports Equipment. No sports or athletic equipment of a permanent nature shall be placed on any Lot or Living Unit without the approval of the Architectural Review Board.

Section 11. Mailboxes and Newspaper Tubes. No mailboxes and newspaper tubes shall be permitted, except those installed by the Developer or approved by the Architectural Review Board.

Section 12. Vegetation. No live trees with a diameter in excess of six (6) inches, measured twelve (12) inches above ground, nor trees in excess of three (3) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens, nor live vegetation on slopes of greater than twenty percent (20%) gradient, may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of such vegetation to allow for selective clearing or cutting.

Section 13. No guns, firearms or weapons of any kind including, but not limited to, BB and pellet guns, and no bows and arrows or other weapons shall be allowed on any street or Common Area.

Section 14. Garage Doors. Because garage doors are an important architectural element of each unit, garage doors shall be closed at all times, except as necessary for ingress and egress.

Section 15. Fences. The Developer has provided fencing which creates privacy spaces on each Lot. Requests for changes to or additions of privacy fencing or fencing for the purpose of screening will be considered by the Association in accordance with the Declaration and standards adopted by the Association. Additional fencing for the purpose of property separation or demarcation or for the purpose of property security or removal of fencing is not generally in keeping with the land planning concept of townhouses, and such requests will not be approved by the Association unless unusually well justified.

Section 16. Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such general rules may be adopted or amended by a two-thirds (2/3) vote of the Board, following a hearing for which due Notice has been provided to all Members of the Association. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to waive or except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

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So long as the Developer or Participating builders are engaged in developing or improving any portion of The Properties, such persons shall be exempted from the provisions of this Article affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subjected to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of The Properties.

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ARTICLE IV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the Living Units upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (except deterioration, from ordinary wear and tear and lapse of time, of party walls only, which repair or maintenance shall be the responsibility of the Owners):

(a) through the act of an Owner or any of his tenants, agents, licensees, pets or guest or members of his family (whether or not such act is negligent or otherwise culpable) it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners;

(b) other than by the Act of an Owner, his tenants, agents, licensees, pets, guests or members of his family, it shall be the obligation of the Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runn with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator from among the Board of Trustees, and such arbitrators shall choose one additional arbitrator who need not be a Member, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. Each Lot within The Bluffs Parcel and the property included in the Common Area shall be subject to an easement which is hereby granted for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer or a Participating Builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. Except as otherwise provided in the Declaration or herein, such right of entry shall place no obligation on the entering party to maintain the land entered upon.

In the event a structure containing two or more residences is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the adjacent residential units on the Common Area due to construction shall be permitted and a valid easement for said encroachment and the maintenance thereof shall exist, together with an easement on and over adjacent Lots for such minor encroachments and maintenance.

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ARTICLE V

INSURANCE

Each Owner shall keep his Living Unit insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Board proof of such coverage. In every case of a loss due to these hazards, whether it be a single unit or to several units combined to form a single building, each Owner shall promptly repair or rebuild his Living Unit from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage.

In order to further guarantee the repair and reconstruction of the Living Unit in the event of loss or damage as delineated above, each Owner's policy shall carry a special endorsement naming the Association as an additional insured, as its interest may appear in the building property coverage only; each Owner's fire and hazard insurance policy shall contain a waiver of subrogation clause; and each Owner shall furnish the Association with a copy of his policy. In addition thereto, each Owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney in his name, place, and stead for the purpose of accomplishing the repair or reconstruction of the improvements in the event the Owner fails or refuses to carry out any of the provisions contained herein.

Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on The Properties.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the thirty (30) year term or of any ten (10) year extension period the Covenants and Restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the votes of the Class A Members and by the Class C Member, if any. A termination must be recorded.

Section 2. Amendment. For a period of two (2) years after the recording of this Declaration, the Developer may make any amendment required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and/or the Federal Home Loan Mortgage Corporation as a condition of approval of the documents by the execution and recordation of such amendment following certified notice to all Owners. After such two (2) year period, or to make any amendment which is not one required by such agencies, such amendment shall be accompanied by an instrument signed by not less than seventy-five percent (75%) of the votes of Class A Members and by the Class C Member, if any. An amendment must be recorded in order to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the prior approval of the Federal Housing Administration or the Veterans Administration, should they have an interest in The Properties.

Section 3. Enforcement. The Association, any Owner, Occupant or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. 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.

Section 5. Conflict. In the event of conflict among the Governing Documents, the Declaration shall control, then this Supplementary Declaration, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 6. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, the use of one gender shall include all genders; and the use of term "including" shall mean "including, without limitation." This Supplementary Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of The Properties by providing a common plan for the development hereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing substantive provisions hereof.

IN WITNESS WHEREOF, the Developer, DUNZWEILER DEVELOPERS, INC., a corporation under the laws of Ohio, has caused these presents to be duly executed by DURBIN J. DUNZWEILER, President, and JOHN J. MOSS, Secretary, this 11th day of October, 1978.

Signed, sealed and delivered in the presence of:

Danny Wolfe
Hazel Herkendall

DUNZWEILER DEVELOPERS, INC.

By Durbin J. Dunzweiler
Durbin J. Dunzweiler, President

John J. Moss
John J. Moss, Secretary