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SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SINGLE FAMILY PARCEL, PLAT 1 "THE WOODLANDS"

THIS DECLARATION, made this 22nd day of December A.D. 1976,
by Dunzweiler Developers, Inc., hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the Owner of the real property described in Exhibit A of this Supplementary Declaration; and

WHEREAS, Developer intends that the property described in Exhibit A becomes subject to the Colony North Declaration of Covenants and Restrictions 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, and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter.

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 82, and shall be known as the Single Family Parcel, Plat 1 "The Woodlands."

Section 2. Additions to Existing Property. All or any part of the land described in the General Plan of Development, 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 of 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 shall mean adjacent to or both sides of Common Area or an area dedicated to public use.

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 the Parcel Limited Common Area.
- (b) Setting aside reserves for future repair and replacement of capital improvements to be maintained through the Parcel Assessment.
- (c) Such other services as determined by the Parcel Committee and the Board of Trustees.

In the event a need for maintenance or repair arises from a willful or negligent act of an Owner or his invitees, the cost of such maintenance or repair shall become a Special Restoration Assessment on his Lot as provided in the Declaration.

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 of the Trustees, the Board shall fix the annual Parcel Assessment and date(s) such assessments become due, with the advice of the Owner of Assessable Units in the Parcel.

Section 3. Basis of Assessment. The basis for the Parcel Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration.

Section 4. Maximum Parcel Assessment. Until January 1 of the year following commencement of assessments in the Parcel, the maximum annual Parcel Assessment shall be \$10.00.

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 may increase the Maximum each year by not more than five (5) percent of the Maximum for the current fiscal year, to become effective the first day of the next fiscal year; or

(b) The Maximum Parcel Assessment may be changed with affirmative vote of two-thirds of the votes of a Quorum of Owners owning Lots in the Parcel.

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.

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) 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.

(b) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, snowmobiles shall be driven only upon paved streets and driveways. No motor vehicles shall be driven on pathways or unpaved Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area.

(c) 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.

(d) Only approved vehicles may be parked overnight in driveways or on public streets. An approved vehicle shall include any conventional passenger vehicle, and a truck or commercial vehicle of less than two and one half tone in gross weight and which either bears no advertising signs or which bears signs or apparatus which meet the design standards of the Association.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, 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.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as properly screened in accordance with the standards established by the Association.

Section 6. Antennae. Exterior television or other antennae are prohibited,

except as approved in writing by the Association.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with 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 shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Association, except customary name and address signs, and lawn signs of not more than four (4) square feet in size advertising the Lot for sale or rent.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted, except for mail depositories of the U. S. Postal Service.

Section 11. 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 (such as holly or mountain laurel), nor live vegetation on slopes of greater than twenty (20) percent gradient, may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of such trees to allow for selective clearing or cutting.

Section 12. Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by a two-thirds vote of the Board, following a hearing for which due notice has been provided. 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.

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Section 13. Exceptions. The Board of Trustees may issue temporary permits to 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.

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 subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of The Properties.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this 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-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent of the Lots. A termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by the Class C Member, if any, and by the Owners of not less than seventy-five percent of the Lots. Any amendment shall be recorded.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the Approval of the Federal Mortgage Agencies, 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 way 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 the 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 thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

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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 WILLIAM J. DUNZWEILER, Secretary, this 22nd day of December, 1976.

DUNZWEILER DEVELOPERS, INC.,

By: *Durbin J. Dunzweiler*
Durbin J. Dunzweiler, President

By: *William J. Dunzweiler*
William J. Dunzweiler, Secretary

Signed, sealed and delivered in the presence of:

Edwin J. ...
M. Mary ...

TRUST DEED
NOT NECESSARY
JAN 14 1977
Adams, Muskingum Co., Ohio

203
STATE OF OHIO, MUSKINGUM COUNTY
Received For Record JAN 14 1977 at 1:24 P.
Recorded JAN 18 1977 in Book 747 Page
Donald ... Recorder 950