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WEDGEWOOD HILLS HOMEOWNERS ASSN

**First Grantee:**  
WEDGEWOOD HILLS

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MAR 19 2020

MICHAEL STINZIANO  
AUDITOR  
FRANKLIN COUNTY, OHIO

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| CONVEYANCE TAX<br>EXEMPT                     |           |
| <i>M</i>                                     | <i>CS</i> |
| MICHAEL STINZIANO<br>FRANKLIN COUNTY AUDITOR |           |

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS

FOR

WEDGEWOOD HILLS

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## DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS

AND ASSESSMENTS FOR WEDGEWOOD HILLS

This is a declaration of covenants, easements, and restrictions, "the Declaration", made on or as of this 7th day of April 2019, by Wedgewood Hills.

#201905200058555

Background

A. Wedgewood Hills is the owner in fee simple of the following real estate:

Situated in the City of Dublin, County of Franklin, and State of Ohio, and being Lot Numbers 1 through 90, inclusive, of Wedgewood Hills, as the same are described and delineated upon the recorded plat thereof, recorded in Plat Book 84, pages 1 through 4 inclusive, of record in the Franklin County, Ohio Recorder's Office;

Being a subdivision of single family lots and being all of the lots in Wedgewood Hills, hereinafter called "the Subdivision".

B. Each of the lots in the Subdivision is referred to herein as "a Lot", and collectively "the Lots". A "Lot owner" is each owner of a fee simple interest in a Lot.

C. Wedgewood Hills desires to provide for the preservation of the values of and amenities in the Subdivision, for the benefit of the present and future owners and occupants of property in the Subdivision. To these ends Wedgewood Hills is hereby creating a plan of covenants, easements, restrictions and assessments for the Subdivision, in order to provide for control of the construction of improvements on and the environmental control of the Subdivision, the use of property in the Subdivision, the security of Lot owners and occupants, and the maintaining of the Subdivision as an integrated high quality residential community.

D. Wedgewood Hills deems it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof and to collect and disburse the funds necessary to accomplish these objectives. Accordingly, Wedgewood Hills has caused to be incorporated WEDGEWOOD HILLS HOMEOWNERS ASSOCIATION, "the Association", as a nonprofit corporation, under and pursuant to the laws of Ohio, whose members are and will be all of the owners of a Lot or Lots.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

NOW THEREFORE, the Association hereby declares that all of the Lots in the Subdivision 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 title to, each Lot in the Subdivision, and each part thereof, and be binding on all parties having any right, title or

Interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Association and its successors and assigns.

## ARTICLE I

### THE PROPERTY

Section 1. Property Subject. The property which is and shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is each Lot in the Subdivision, and any and all rights appurtenant thereto.

Section 2. Property Not Subject. Property in the Subdivision not subject to the provisions hereof is property dedicated or to be dedicated to public use, including without limiting the generality of the foregoing Reserves A and B and public streets, provided nothing contained herein shall limit or restrict the right of the Association to take any lawful action described herein with respect to any property in the Subdivision or appurtenant thereto even though not expressly made subject to the terms hereof.

## ARTICLE II

### THE ASSOCIATION

Section 1. Powers; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein, enforce the Design Standards, provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes.

Section 2. Membership. Each record owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Association. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

Section 3: Voting Rights. Voting rights of members shall be as provided in the Association's Code of Regulations, which provides, among other things, that any home on one or more lots shall have one vote for each home on one or more lots owned by such owner. Voting rights shall be suspended for Members whose yearly dues are not paid in full, until such time as their current dues, and any dues in arrears and/or penalties, are paid in full.



## ARTICLE III

ENVIRONMENTAL AND BUILDING CONTROLSection 1. Environmental Control

(a) Establishment of Environment Committee. The trustees shall establish and maintain on behalf of the Association an environmental control committee, "the Environment Committee", to consist of such persons (who may or may not be trustees), in such number, to have such terms, and to be subject to such restrictions and limitations, as the trustees may from time to time determine.

(b) Purposes. The purposes of the Environment Committee shall be to:

(i) Review, approve and disapprove proposed building plans,

(ii) Establish, maintain and preserve architectural and environment guidelines and standards, "the Design Standards", to carry out the intent of the plan established by this Declaration, and

(iii) Advise and recommend to the trustees measures and actions to enforce the Design Standards and the covenants and restrictions set forth herein and to cause such measures and actions to be taken when directed by the trustees.

(c) Responsibilities; Effect of Actions. The Environment Committee shall exercise its best judgment to see that all improvements in the Subdivision conform to the Design Standards as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape and tree removal. The decisions of the Environment Committee as to conformity with the Design Standards shall be conclusive and binding on all parties. The Environment Committee shall also periodically view all property in the Subdivision and actions taken with respect thereto and advise the trustees of all violations of the covenants and restrictions imposed hereby, for further action by the trustees on behalf of the Association.

Section 2. Plan Approval: Duty to Build.

(a) Requirement of Plan Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the Subdivision from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder), nor the installation of any item hereinafter described, or similar item, shall be commenced or continued until the same shall have first been approved in writing by the Environment Committee in accordance with the Design Standards. Approval shall be requested by submission to the Environment Committee of plans and specifications, in triplicate, showing the following:

- (i) Existing and proposed land contours and grades.
- (ii) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the Site.
- (iii) All landscaping, including existing and proposed tree locations and planting areas (and species thereof).
- (iv) Plans for alt floors, cross sections and elevations, including projections and wing-walls.
- (v) Exterior lighting plans.
- (vi) Mail boxes, address markers, and exterior ornamentation.
- (vii) Walls, fencing, and screening.
- (viii) Patios, decks, gazebos, guest houses, pools and porches.
- (ix) Signs and parking areas.
- (x) Swing sets, play areas, basketball boards, and similar improvements.
- (xi) Samples of materials to be used to the extent requested by the Environment Committee
- (xii) Certification that the finished improvements will conform to the requirements of the Design Standards and the provisions hereof, and
- (xiii) Such other information, data, and drawings as may be reasonably requested by the Environment Committee.

Specifications shall describe types of construction and exterior materials to be used, including; without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to the Design Standards

(b) Basis of Approval: Commitment to Build. Approval shall be based, among other things, upon conformity and harmony of the proposed plans; the Design Standards and other structures in the Subdivision; the effect of the erection and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and intent of the provisions hereof. Approval of plans and specifications shall constitute the commitment of the owner to build according to the approved plans and specifications.

(c) Failure to Approve or Disapprove. If the Environment Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Environment Committee; either personally or by certified mail it shall be presumed that the Environment Committee has approved said plans and specifications.

(d) Liability Relating to Approvals. Neither the Association, the trustees, the Environment Committee nor any member thereof nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Environment Committee agrees, by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.

(e) Requirement of the Completion; Notice of Completion. An owner or any portion of the Subdivision shall cause any improvement thereon to be diligently pursued to completion within twelve (12) months after the date construction was commenced. Upon the completion of any improvement, the person or entity who completed the same may file with the Environment Committee a notice of completion and compliance which shall give rise to a rebuttable presumption in favor of such person or entity and any owner of the building site on which the improvement is located and any encumbrancers acting in good faith and for value that said improvement is completed and in compliance with all provisions hereof, unless within thirty (30) days of said filing the Environment Committee gives actual notice of noncompliance or noncompletion. Notice of noncompliance or noncompletion will be considered to be delivered when it is posted on or about the improvement in question. In the event any improvement is presumed to be completed and in compliance with all provisions hereof, such person or entity and any such owner and any such encumbrancers may at any time request in writing that the Environment Committee issue a certificate certifying that said improvement is completed and in compliance with all provisions hereof, which certificate shall be issued by the Environment Committee within fifteen (15) days of its receipt of written request therefor, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions hereof. The Environment Committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made.

(f) Noncompletion or Noncompliance. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the trustees, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain, the sum of \$20 per day that the construction remains incomplete after the date required herein for completion, as measured in dollars as valued for April 2019, and adjusted thereafter; annually, by changes in the Consumer Price Index for all items, United States, All City Average, as published by the Bureau of Labor Statistics, United States Department of Labor, or successor index for December of the year preceding the year in which the delay occurred. This

payment shall be in addition to any other remedies at law or equity and shall not be exclusive thereof.

(g) Wedgewood Hills Approval. Notwithstanding the foregoing, or any other provision of this Declaration, so long as Wedgewood Hills owns any Lot in the Subdivision, no improvements may be constructed on any Lot in the Subdivision unless and until the plans and specifications therefor have been submitted to Wedgewood Hills and approved by it as being in conformity with the Design Standards. In addition, Wedgewood Hills reserves the exclusive right, for so long as it owns any Lot, to approve any improvements to be constructed on a Lot or Lots owned by it.

#### ARTICLE IV

##### PROTECTIVE COVENANTS AND RESTRICTIONS

###### Section I. Uses.

(a) Residential Uses. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however; that no residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding, in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) during the construction and initial sales period Lots may be used for construction and sales purposes. Each Lot must have a residential structure constructed on it prior to the construction of any pool, gazebo, guest house, or other such improvement authorized pursuant to the provisions of Article III hereof.

(b) Transient Uses. No residence on a Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period less than thirty (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 similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of only a portion of a residence on a Lot. Any homeowner who has tenants shall execute and deliver to the Board of Trustees a Delinquent Dues, Lawn Landscaping and Property Escrow Agreement to cover potential losses to the subdivision.

(c) Temporary Structure Use. No incomplete structure or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

(d) Hobbies. Hobbies or activities that tend to detract from the aesthetic character of the Subdivision, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the trustees. This limitation has reference to, but is not limited to, such activities as automobile and boat repair.

(e) Offensive Activities. No activity noxious or offensive in the reasonable judgment of the trustees of the Association shall be carried on or permitted upon any part of the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing:

- (i) No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Subdivision,
- (ii) No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of the Subdivision unsanitary, unsightly, offensive, or detrimental to any of the remainder of the Subdivision or to the occupants thereof.
- (iii) No exterior lights, the principal beam of which shines upon portions of the Subdivision other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of any Lot by the occupants thereof, shall be permitted on any Lot,
- (iv) No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Music, either live or by recording device, that is so loud as to disturb one's neighbors, is prohibited; and
- (v) No so-called garage or yard sales, auctions or similar activities shall be permitted upon any Lot.

(f) Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings. No materials, supplies or equipment shall be stored in the Subdivision except inside closed buildings.

(g) Mineral Exploration. No part of the Subdivision shall be used in any manner to explore for, use, or exploit commercially any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located on or under the ground.

(h) Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained in the Subdivision except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of improvements approved by the Association.

(i) 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, boat, motor home or mobile home regularly stored upon any portion of the Subdivision, or temporarily kept thereon for periods longer than forty eight (48) 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.

(j) Animals. Except as hereinafter provided, no animals, livestock, birds, poultry or other fowl, snakes, reptiles, or species of insects, shall be raised, bred, kept, or maintained on any Lot, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a residence on a Lot provided that. (i) no more than two dogs and two cats may be maintained in any residence (except when less than three months of age); (ii) the maintaining of animals shall be subject to such rules and regulations as the trustees may from time to time promulgate, including without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets, and (iii) the right to maintain an animal shall be subject to termination if the trustees, in their full and complete discretion, determine that maintenance of the animal constitutes a nuisance or creates a detrimental effect on other owners or occupants, or the Subdivision as a whole

(k) Hunting, Fishing, Trapping. Hunting, fishing, and trapping are prohibited.

(l) Firearms and Fireworks. The discharge of firearms and use of fireworks are prohibited

(m) Open Fires. Open fires, except as hereinafter stated, leaf burning, trash burning or the like, except by builders during construction and except for domestic use of commercially made barbecue grills, are prohibited. Fires that are wholly confined within a fire pit that meets all guidelines set forth by the city of Dublin regarding fire pits shall be permitted, so long as they do not violate existing deed restrictions and property setback requirements.

## Section 2. Building and Improvement Limitations.

(a) Dwelling Size. All buildings constructed on a Lot for use as single family dwellings shall

have the following minimum floor areas, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas

- (i) One-story - 2,500 square feet.
- (ii) One and one-half story 1800 square feet on the main floor .
- (iii) Two-story – 1,400 square feet on the main floor, and
- (iv) All other, including split levels - 2,800 square feet.

The right is reserved to Wedgewood Hills, so long as it owns a Lot, and thereafter to the Environment Committee, to waive or modify the foregoing size criteria, in any particular case, to accommodate to site conditions.

(b) Dwelling Height. No building constructed in the Subdivision for use as a single family dwelling shall have a height greater than 35 feet, measured from the finish grade of the Lot at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues and vents), or such other height as may be contained in any restriction that Declarant may impose on any particular Lot or Lots.

(c) Temporary Improvements. No temporary building or structure shall be permitted; provided, however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building, provided, in addition, the Environment Committee shall have theretofore approved in writing the designs appearance, and location of the same. Any temporary structure shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and temporary structures shall be permitted for no longer than a period of one (1) year, unless a variance is granted by the Environment Committee.

(d) Antennas. No antenna or dish for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot outside any building, whether attached to an improvement or otherwise, including, but not limited to satellite dishes, unless approved by the Environment Committee.

(e) Utility Service. No lines, wires or other devices for communications purposes, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be constructed. placed or maintained anywhere in the Subdivision unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements; provided, above ground electrical transformers and other equipment may be permitted if properly screened and approved by the trustees. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(f) Site Placement. All buildings and other improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved, unless the Environment Committee approves in writing some other placement. Buildings and improvements must be situated between the front and rear setback lines as shown in the recorded plat

(g) Parking, Loading and Unloading Areas. Each single family residential dwelling must have at least a two-car attached garage, plus space for the parking of two cars in the on-site driveway. As used herein, "car" shall mean a full-sized automobile, as opposed to a compact or subcompact automobile.

(h) Streets and Drives. Streets and drives shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Environment Committee, so long as it owns any Lot, and the City of Dublin.

(i) Storage Tanks. No storage tanks, including but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted in the Subdivision outside a building, except as approved by the Environment Committee

(j) Improvement Exteriors. All windows, porches, balconies and the exteriors of buildings and other improvements shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

(k) Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of buildings. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Environment Committee, so long as it owns any Lot, shall have the right to approve or disapprove exterior materials and colors.

(l) Signs. No sign or billboard whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Lot except

- (i) Signs as may be required by law,
- (ii) Signs as may be approved by the Environment Committee, meeting the sign requirements contained in the Design Standards; and
- (iii) Signs offering a house or lot(s) for sale.

(m) Landscaping. The Subdivision and each Lot shall be landscaped according to plans approved by the Environment Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Lot owner shall remove dead trees and limbs from that owner's Lot. Landscaping as approved by the Environment Committee shall be installed no later than one hundred eighty (180) days following occupancy of or completion of any building, whichever occurs first



(n) Maintenance. No Lot, building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair and all buildings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Environment Committee. Each owner, for himself and his, her or its respective personal representatives, heirs, successors and assigns, hereby grants to the Association the right to make any necessary alterations, repairs or maintenance approved by the Environment Committee to carry out the intent of this provision and further agrees to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement as a special individual Lot assessment, as provided in Article VII hereof.

(o) Removal of Trees. In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from the Subdivision unless approved by the Environment Committee in connection with their approval of the plans and specifications of the construction of improvements or otherwise with the prior express written consent of the Environment Committee, so long as it owns any Lot in the event of a violation of this subparagraph, the Association may, at its option cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or destruction shall reimburse the Association for all expenses incurred by it; provided, however, that with respect to the replacement of a tree, there shall be no obligation of reimbursement in any amount in excess of the expenses which would be incurred if the destroyed or removed tree were replaced with a tree similar in type and size. The Association may assess and collect such reimbursement as a special individual Lot assessment as provided in Article VII hereof.

(p) Drainage and Grading. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any owner without the prior written consent of the Environment Committee, so long as it owns any Lot. No improvements shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Wedgewood Hills or its successors or assigns for the Subdivision, as they now exist or may hereafter be modified from time to time, without the prior written consent of the Environment Committee, so long as it owns a Lot the Association and their respective representatives shall have joint and several rights to enter upon any Lot and any portion of the Subdivision and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements or for some other reason, silt would run onto any adjacent property, the owner of such violating property shall be obligated to provide a means of situation control to prevent silt from running off of such property onto adjacent property.

(q) Fences. No fence, wall, or barrier of any kind (including shrubbery and hedges) may be erected, except as required by law or with the prior approval of the Environment Committee, so long as it owns a Lot, provided, no perimeter fence will be allowed on any Lot, except to eliminate specific

safety risks (i.e. enclosures for swimming pools, to secure steep slopes and drop-offs, etc.) In no case will fencing be permitted in no-build zones. Subject to the foregoing, "Electronic dog fences"; which operate on the principal of a buried wire sending a signal to a dog collar equipped with a receiver, are permitted, but subject to such criteria and limitations as may be established from time to time by the Association.

(r) Swimming Pools. Above-ground swimming pools and portable swimming pools are prohibited. Swimming pools permitted shall be visually screened.

(s) Storage Sheds. Storage sheds, or similar detached buildings, are prohibited.

## ARTICLE V

### REPAIR AND MAINTENANCE RESPONSIBILITIES

Section 1. The Association. The Association, through its authorized representatives, shall:

a. Have the right and obligation to repair and maintain, in a first class condition, a Subdivision entryway monument and Subdivision entryway features at the entryway into the Subdivision from Campden Lakes Drive and the entryway from Wedgewood Section 8 subdivision, and all landscaped islands.

b. To the extent, but only to the extent, not maintained by the City of Dublin, maintain bike paths within the Subdivision;

c. To the extent, but only to the extent, not maintained by the City of Dublin, maintain storm water retention areas designated on the plat of the Subdivision as storm water management areas, in a neat and clean condition; and

d. To the extent, but only to the extent, not maintained by the owner or owners of a Lot, maintain the landscaping and all improvements on a Lot. In a clean, neat condition, and in such state of appearance that the Lot and its improvements will not detract from the Subdivision constituting a high quality residential community.

Section 2. Lot Owners. Each Lot owner shall have responsibility to maintain the landscaping and all improvements on the Lot in a clean, neat condition, and in such a state of appearance that the Lot and its improvements will not detract from the Subdivision constituting a high quality residential community.

## ARTICLE VI

### EASEMENTS

Section 1. Entry Easement to Association. The Association, through its authorized representatives, shall have the right of entry and access to, over, upon and through all the Lots, to enable

representatives, shall have the right of entry and access to, over, upon and through all the Lots, to enable the Association to perform its obligations, exercise its rights, and fulfill its duties pursuant hereto and such representatives shall not be deemed to have committed a trespass as a result thereof, provided, however, except in an emergency an occupied building may not be entered unless written notice of such proposed entry shall have been given or sent to the owner thereof at least twenty-four (24) hours prior to such entry.

Section 2. Easement to Wedgewood Hills. Wedgewood Hills reserves to itself and its successors and assigns a perpetual easement in, through, under and/or over those portions of each Lot, as shown on the plat of the Subdivision, designated as easements, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable lines and conduits and water, gas and sewer lines and conduits, or other public utility facilities, and a street lighting system, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been granted.

Section 3. Power of Attorney. Each owner of a Lot, by acceptance of a deed to a Lot, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such owner, deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the trustees or their authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every owner of a Lot, the Association, and the Subdivision, runs with the land, is coupled with an interest, and is irrevocable.

Section 4. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

## ARTICLE VII

### ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessment. Subject to the provisions of this Article, each Lot shall be subject to the following assessments, the owner or owners of which Lot by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), covenant and agree to pay to the Association: (a) an initial reserve contribution. (b) annual operating assessments, and (c) special individual Lot assessments, all of which are to be established and collected as hereinafter provided.

Section 2. Initial Reserve Contribution. Each purchaser of a Lot shall, at the time of the closing of the purchase of the Lot, contribute to the Association the sum of \$200.00 to create an operating reserve fund so that funds will be available to the Association to pay its obligations (described in Section 3. below) when and as they become due. This contribution shall be nonrefundable and shall not be in lieu of or a credit against any other assessments hereinafter provided.

Section 3. Annual Operating Assessments. For the purposes of providing funds: (a) to defray the administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described here in, (b) to provide for the protection of the health, safety, enjoyment and welfare of the owners and occupants of the Subdivision, (c) to enhance the values and amenities of the Subdivision, by means of the repair and maintenance of the Subdivision entryway monument and associated improvements, and such other Subdivision improvements as the trustees determine, and (d) to maintain reasonable reserve funds for these purposes, each owner of a Lot or Lots shall be subject to annual operating assessments of \$200, to be assessed and collected as hereinafter provided. The Trustees reserve the right to change the aforementioned amount in their sole discretion.

(a) Insufficient Funds. If, at any time, the amounts collected as operating assessments, and reserves, if any, are insufficient to meet all obligations of the Association, the trustees may levy additional operating assessments to meet such deficiency.

Section 4. Special Individual Lot Assessments. The trustees shall levy assessments against an individual Lot or Lots, to reimburse the Association for those costs incurred with respect to that Lot or those Lots properly chargeable by the terms hereof to a particular Lot or Lots (such as, but not limited to, the cost of making repairs the responsibility of a Lot owner or owners). Any such assessment shall become due and payable on such date as the trustees determine.

Section 5. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the trustees to the Lot owner subject thereto at least ten (10) days prior to the due date thereof. Written notice mailed or delivered to a Lot owner's Lot shall constitute notice to that Lot owner, unless the Lot owner has delivered written notice to the trustees of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot owner.

Section 6. Nonpayment of Assessment: Remedies of the Association.

(a) If any assessment is not paid within ten (10) days after the same has become due, the trustees, at their option, without demand or notice, may (i) charge interest on the entire unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the trustees may from time to time determine, and (ii) charge a reasonable, uniform, late fee, as determined from time to time by the trustees.

(b) Annual operating and special assessments, together with interest, late fees, and costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Franklin County Recorder, pursuant to authorization given by the trustees. The certificate shall

contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such officer of the Association as the trustees shall designate.

(d) The lien provided for herein shall remain valid for so long as dues are not fully paid in full, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action, brought to discharge the lien.

(e) Any Lot owner who believes that an assessment chargeable to his, her or its Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest, late fees and costs, including reasonable attorney fees, shall also be the joint and several personal obligation of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Lot or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the trustees, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

Section 7. Certificate Regarding Assessments. The trustees shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage,

foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

## ARTICLE VIII

### USE OF FUNDS

Section 1. Application of Assessments. The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided.

Section 2. Authority to Borrow Funds. In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the trustees acting in their absolute discretion.

Section 3. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the trustees in their absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 4. Authority to Enter into Contracts. The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the trustees shall in their sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

## ARTICLE IX

### INSURANCE

The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring

the Association, the trustees, and the Lot owners and occupants, with such limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of facts by or on behalf of the Association. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the trustees. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot owner or occupant because of negligent acts of the Association, the trustees, or other Lot owners or occupants, and shall provide for at least ten (10) days written notice to the Association before the insurer may cancel or modify it. The trustees, in their sole discretion, may maintain such other insurance on behalf of the Association as they may from time to time determine.

#### ARTICLE X

##### CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any rights, title or estate in any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not a reference to these is contained in the instrument by which that person acquired an interest in said property.

#### ARTICLE XI

##### RIGHTS OF MORTGAGEES

Section 1. Notices. A holder or insurer of a first mortgage upon a Lot, whose dues are fully paid and up-to-date, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of

- (a) any proposed amendment of these restrictions.
- (b) any proposed termination of the Association.
- (c) any decision to construct new capital improvements not replacing existing improvements;
- (d) any default under these restrictions which gives rise to a cause of action by the Association against the owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days: and

- (e) times and places of meetings of members of the Association.

Section 2. Inspection of Association Books and Records. Each holder and insurer of a first mortgage on any Lot, whose dues are fully paid and up-to-date, shall be entitled, upon request, to:

- (a) inspect the books and records of the Association during normal business hours; and

(b) require the preparation of and receive an annual financial statement of the Association for the immediately preceding calendar year, certified by an officer of the Association, except that such statement need not be furnished earlier than one hundred twenty (120) days following the end of such calendar year.

Lot owners whose dues are fully paid and up-to-date shall also have reasonable access to inspect the books, records and financial statements of the Association.

## ARTICLE XII

### ENFORCEMENT

Section 1. Interpretation. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word contained herein, the interpretation by the trustees, provided it is reasonable, shall be final and conclusive upon all interested parties.

Section 2. Abatement and Suit. Violation or breach of any restriction contained herein shall give to the Association the right to enter the Lot involved and correct the violation at the expense of the owner or owners of the Lot involved, the cost of which may be assessed and collected as a special individual Lot assessment, as provided in Article VII hereof.

Section 3. Failure to Enforce. Failure of the Association or any owner to enforce any provision hereof shall in no way be deemed a waiver of the right to do so thereafter for the same or any other violation, or to enforce any other provision hereof

Section 4. Duty to Enforce. Notwithstanding any other provision hereof, the Association shall not owe a duty to any Lot owner, or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and their respective personal representatives, heirs, successors and assigns hereby waive any claim against the Association, and its respective successors and assigns, and release the Association, and its respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

## ARTICLE XIII

### EFFECTIVE PERIOD: AMENDMENT

Section 1. Effective Period. The covenants and restrictions of this Declaration shall run with and bind the Subdivision for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by agreement of owners of Lots exercising not less than two-thirds of the voting power of owner of Lots, these covenants and restrictions are sooner terminated.



Section 2. Amendments. This Declaration may be modified or amended

(a) By Wedgewood Hills, so long as it owns a Lot, to the extent necessary to correct typographical or factual errors or omissions, if any, to meet the requirements of any institutional lender, or to clarify or amplify upon any of the provisions hereof, provided that no such amendment would impair the interest of any Lot owner, mortgagee, or mortgage loan insurer or guarantor, and provided, further, that if there is a Lot owner other than Wedgewood Hills it may not be amended by it to enhance its rights hereunder or to increase the scope or the period of its control of the Association.

(b) With the approval of Lot owners who have paid their annual dues in full and holding not less than two-thirds of the voting power of the Lot owners in the Association, provided that any such amendment during the first three (3) years after the date of the recording hereof must also be approved by the Board of Trustees, and provided, further, that the consent of all Lot owners shall be required for any amendment which effects a change in the voting power of any Lot owner, the share of expenses of the Association of any Lot owner, or the fundamental purposes for which the Association is organized.

Section 3. Method to Amend. An amendment to this Declaration, adopted with the consents aforesaid, shall be executed with the same formalities as to execution as this Declaration by the president and secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Franklin County, Ohio.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. 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 or by one of such joint owners, shall be deemed given, taken or received by all such joint owners.

Section 2. 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 3. Constructive Notice and Appearance. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference is contained in the instrument by which such person acquired an interest in the Subdivision.

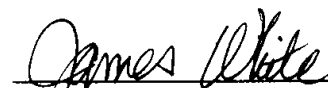
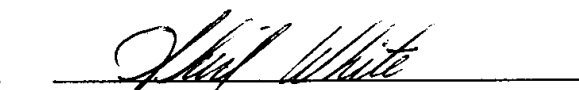
Section 4. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct mutual, and reciprocal benefit of the Association, and the present and future

owners of the Subdivision, and each part thereof, and their respective personal representatives, heirs, successors, and assigns, the provisions hereof shall create mutual equitable servitudes upon the Subdivision and each part thereof in favor of each other part thereof, and any Lot referred to herein as benefited hereby, the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such Lots and privity of contract and estate between all owners thereof, and the provisions hereof shall, as to the owner of any such Lot, his, her or its respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such Lots and the owners thereof.

Section 5. Captions. The captions or headings of the parts hereof are intended for convenience only and are not intended to be a part of the context hereof, and do not in any way define, limit, or describe the scope or intent of any provision hereof.

IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by Wedgewood Hills Homeowners Association on or as of this 7th day of April, 2019.

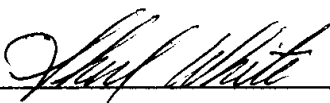
Wedgewood Hills Homeowners Association

  
\_\_\_\_\_  
President – James White  
\_\_\_\_\_  
Secretary – Shirl White

**Wedgewood Hills Homeowners Association Annual Meeting Resolution**

RESOLVED, that the Board of Trustees of the Wedgewood Hills Homeowners Association (the "Association") recommended to its members the Amended and Restated Articles of Incorporation (the "Articles");

RESOLVED FURTHER, that by a majority vote in favor of the Articles, the members approved the Articles.



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Shirl White  
Wedgewood Hills Homeowners Association  
Secretary

IN WITNESS WHEREOF, PRESIDENT AND SECRETARY have signed and sealed this Amendment as of the day and year first above written.

Wedgewood Homeowners Association

By: James White  
James White  
President

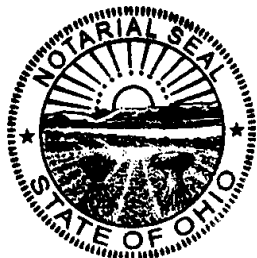
By: Shirl White  
Shirl White  
Secretary

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2020, by James White, President and Shirl White, Secretary, Wedgewood Hills Homeowners Association, an Ohio not-for-profit corporation, on behalf of the corporation.

Alan B Parrott



Alan Parrott  
Notary Public, State of Ohio  
My Commission Expires 11-16-24

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