

Association.

L. Member: any person or entity entitled to membership in the Association.

M. Owner: the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

N. Property: all of the Lots and Reserves described above and such additional property as may be added by amendment or supplement to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

O. Rules: the rules and regulations governing use of the Reserves as may be established by the Board from time to time.

P. Special Assessment: an assessment levied by the Association against all Lots to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund.

Q. State: the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Lots;
- C. Preservation, beautification and maintenance of the Lots and all Improvements, including Lot Improvements; and
- D. Establishment of requirements for the development and use of the Reserves and Lots.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Tree Preservation: Because the trees located throughout Tidewater intrinsically enhance all Lots and are enjoyed aesthetically by all the residents of the Subdivision whether or not such trees are located on that resident's particular Lot, no trees larger than four (4) inches in diameter, as determined at the time of any anticipated removal of such trees, shall be removed from any Lot without the prior approval of Developer, its successors or assigns. The cost of removal of said trees shall be borne by the

Owner. Developer shall have the right to assign its rights and obligations under this Section IV (A) without consent of any Owner of any Lot. Enforcement of this Article rests exclusively with Developer, its successors or its assigns.

B. Land Use: All of the above described Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed forty-five (45) feet in height from the finish grade of the building, together with necessary accessory buildings including a garage, unless specifically approved by Developer and the Village of New Albany, Franklin County, Ohio, if approval of the Village is required.

C. Lot Split: No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise so as to create a newer Lot.

D. Trade, Business or Commercial Activity Barred: Lots shall be used for private residential purposes only. No activity shall be conducted on any Lot except those activities deemed to be customary home occupations as defined by the then existing Zoning Regulations of the Village of New Albany, Franklin County, Ohio. No trade, business or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the Owners of any other Lot; provided, however, the construction upon or the sale of a Lot or a house by any Owner shall not be considered to be a commercial activity as defined herein.

E. Minimum Building Size: The plans and specifications for any home residence shall provide a minimum living area square footage, excluding garages and porches in accordance with the following schedule:

1. Ranch or one-story home: 2,400 square feet;
2. Two story home: 3,000 square feet with a minimum of 1,000 square feet on the first floor;
3. One and one-half story home: 3,000 square feet of finished living area.

F. Building Location: No building shall be located on any Lot nearer to the Lot lines than the minimum building front, rear and side lines as shown on the Subdivision plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No portion of any Lot nearer to any street than the building setback line shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purposes be erected, placed or suffered to remain on any Lot nearer to any street now existing, or hereafter created, than the front railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statutory entrance ways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable or grains of the ordinary field variety shall be grown on such portions of said Lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance, or governmental regulations.

G. Temporary Residence: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

H. Temporary Structure: No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage purposes without the express written consent of Developer.

I. Fuel Storage: No fuel storage facility or tank shall be allowed on any part of a Lot unless located below the surface of the ground or within the confines of the dwelling.

J. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets can be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No kennels or enclosures for animals shall be erected or maintained on any Lot.

K. Mailbox: To give uniformity to the Subdivision, Developer shall specify an approved curb side mailbox to be installed on each Lot. Such mailbox shall have the street numbers for the Lot. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailboxes approved by Developer.

L. Signs: No sign of any kind shall be displayed to the public view on any Lot except one professional sign which conforms with the then existing Zoning Regulations of the Village of New Albany, Franklin County, Ohio, one sign of not more than six (6) square feet, advertising the property for sale, or signs used by a building to identify the property during the construction and sales period shall be permitted. Developer has the right to display signs which conform to village ordinances during the period of sale and development.

M. Boat, Trailer and Vehicle Parking and Storage: No trucks, trailer, commercial vehicles, boats, campers, recreational vehicle or similar type vehicles shall be parked or stored for a period of more than forty-eight (48) hours in a thirty (30) day period on any Lot unless the same are in a garage or other vehicle enclosure and out of view.

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

O. Garage: No present or future Owners of all or any part of any Lot shall occupy any garage, or any unfinished building or dwelling house, either for temporary or permanent residence, and no garage shall be erected on any Lot, or any part thereof, except contemporaneously with or subsequent to the erection of the dwelling house built on the premises. No dwelling may be constructed on any Lot unless any enclosed garage is also constructed thereon.

P. Antennas: No radio antenna, television antenna, or other antenna shall be attached or affixed in any way to the exterior of any house or garage, any part of any fence, pole or structure, or any tree, bush or other living thing. Notwithstanding the foregoing, one (1) satellite dish receptor not exceeding two feet (2) feet in diameter and placed only behind the Lot's building set back line may be

affixed to a house or garage; if located on the Lot and not attached to the house or garage, it and must be shielded and landscaped from public view and view of neighboring homes and yards. This prohibition against satellite receiving dishes in excess of 24" in diameter shall also apply to those receivers designed or disguised to appear to have multiple uses.

Q. Clothes Lines: No clothes lines or clothes hanging devices shall be permitted.

R. Fencing: No fences or walls may be constructed on any part of a Lot unless prior written approval is obtained from the Developer or its designee pursuant to the provisions of Article V hereof. The Developer shall have the authority to establish standards for permissible fencing and walls, including the authority to prohibit or require fencing or walls of certain types to be installed in certain areas. All fencing and walls shall meet zoning or development plan approval requirements established by applicable governmental authorities, shall conform to standards set forth by the Developer and must be approved in writing prior to the installation thereof. By way of example and not limitation, compliance with the following standards shall be considered by the Developer in reviewing fence applications:

1. Fences shall be constructed only of black painted aluminum in a style similar to that depicted in Exhibit "A" attached hereto and made a part hereof and consisting of one (1) page;
2. No fence or wall shall be constructed in excess of fifty-two (52) inches (52") above finished grade, provided however, that if other provisions of this Declaration or a governmental agency exercising jurisdiction over the Lot on which the fence or wall is to be constructed requires a minimum height in excess of 52" for certain fences or walls in certain areas, or for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 52" above finished grade, but only to the extent necessary to meet the provided or governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street extending from the midpoint between the front and rear corners of the home building, and in no event shall fences be located closer to any street than the building line shown on the Subdivision plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and
4. All fencing located upon any Lot shall be maintained by the Owner of the Lot on which it is located, in a neat and orderly condition.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing material to accomplish a purpose or use otherwise prohibited hereunder.

S. Grading and Drainage: No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and draining plan of the Subdivision or any existing swales, floodways or other drainage configuration.

T. Office: Notwithstanding any other provision of this instrument, a developer or home builder may perform within the Subdivision development activities by showing Lots in the Subdivision and by maintaining a temporary development or sales location, whether trailer or other structure.

U. Reservations Binding: The reservations, restrictions, conditions, easements, charges, agreements, covenants, obligations, rights and uses and provisions shall bind the Developer, its successors and assigns, and shall be considered covenants running with the land.

V. Street Tree: Developer has determined and the Lot Owners agree to uniform trees which Developer shall designate and each Lot Owner agrees to plant. Each Lot Owner shall care for and if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

W. Lot Maintenance: Each Owner of a Lot hereof not improved with a residential dwelling agrees to maintain such Lot in a clean and sanitary condition and agrees to periodically cut the weeds and brush upon such Lot. Upon failure of the Owner to so maintain a Lot, the Association, as hereinafter defined, shall have the right but not the obligation to clear such Lot of weeds and brush, the expenses thereof to be assessed to the Owner of the Lot and if not paid the Association may create a lien upon such Lot in the same manner as described herein.

X. Nuisance: No nuisance of any character shall be committed, suffered, or maintained on any Lot or Reserve, or any part thereof. All Lots or parts thereof on which residences are constructed shall be graded and landscaped properly upon completion of such residences, and shall thereafter, be maintained neatly and in accordance with the description, plans and specifications thereof. Upon notice from Developer, the Owner of any Lot or part thereof shall forthwith abate any nuisance and/or put such Lot or part thereof in good order and in accordance with such plans, descriptions, and specifications, and upon failure to do so, Developer may summarily abate such nuisance, restore such premises to good order, and the cost thereof shall be a lien on the subject premises until paid, but subject to any first mortgage on said premises, and Developer shall not be liable for any damages at law or in equity.

Y. ENTRANCEWAY EASEMENTS: Easements are herein reserved over the crosshatched area of Lot One (1) of the Subdivision, as shown on Exhibit "B" attached hereto, made a part hereof, and consisting of one (1) page, and over Reserves B and F of the Subdivision, for the installation of Entranceway Improvements, and the repair and maintenance of thereof.

V. ARCHITECTURAL STANDARDS

A. Design Review: No building shall be erected on any Lot unless the plans and specifications shall have the written approval of the Developer or its designee. Upon approval of the plans and specifications, no change or addition to the plan, specifications, building grade, use or other matter or thing, shall be done without the express written approval or waiver of Developer or its designee nor shall any waiver of any terms, regulations, restrictions, charge or covenant, be a waiver of any other terms, regulations, restrictions, charge or covenant. If any approval, or any waiver is limited as to duration, then any terms, conditions, regulations, restrictions, charges, and covenants, which are therein waived or suspended, shall be deemed to be suspended only for such period as is set forth in such approval or waiver, and shall thereafter apply with full force and effect. If Developer or its designee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted in accordance with the terms hereof, they shall be deemed to have been approved and the requirement herein fulfilled. If Developer ceases to exist as a company, and unless Developer has assigned its rights herein, the approval of plans and specifications shall not be necessary and the provisions of this Article shall not be operative. If the Developer or its designee disapproves said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received.

EXHIBIT "A"

