

**DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND  
ASSESSMENT LIENS FOR SCENIC VIEW ESTATES**

This is a declaration of covenants, easements, restrictions, assessments, and assessment liens ("the Community Declaration") made on or as of this day of February 1, 2022, by Scenic View Estates, LLC, an Ohio limited liability company, (hereinafter, the "Developer").

**Background:**

The following portion hereof is provided to assist in understanding its objectives. Many of the terms used herein are defined in Article I, the Definitions portion hereof, and it is recommended that those definitions be consulted in order to understand these provisions:

A. Developer is the owner in fee simple of the following REAL PROPERTY:

Parcel Numbers: 025-068087-00.000 annexed to 064-068087-00.000 and 064-068322-00.009

B. "Scenic View Estates" presently consists of all the above described property, is intended to be a high-quality residential development, is located in Pataskala, Ohio, and, as future sections and parcels are developed, will encompass other property that is part of the same parcel.

C. Pursuant to the provisions of the Development Plan, various Parcels in Scenic View Estates have been, or will be, as created, conveyed to the City of Pataskala and maintained by or through it (such as but not limited to sanitary, water and storm water detention areas, passive green spaces parks, and public streets, if any), or owned by it but maintained by the Scenic View Estates HOA, (such as but not limited to pocket parks, cul-de-sac islands, boulevard central landscaped strips, and Other landscaped buffers). Other Parcels will be subjected to easements reserved to the Scenic View Estates HOA for construction and maintenance of Scenic View Estates Community Amenity Area, entryway features, the maintenance of landscaping and trees in landscape buffer areas, the maintenance of front hedges on Parcels and for various other purposes that would be of benefit to Scenic View Estates and its Owners and Occupants.

D. In connection with the development of Scenic View Estates there has been created the Scenic View Estates Homeowners Associations ("Scenic View Estates HOA"), an association of all Owners, except Owners of Common Property and Exempt Property, which, pursuant hereto, has and will have easements with respect to:

- Maintaining the Entranceway Improvements;
- Maintenance and repair of the private roads, including, but not limited to, snow plowing, patching, sealing, overlaying, and replacement. The Owner will grant an easement to the City of Pataskala to for purposes of access to any public

improvements for water and sewer lines, safety, first response, and trash removal;

- Ownership and maintenance of the Community Amenity Area
- To administer and enforce covenants and restrictions in the plat, plus supplemental declarations resulting from phasing;
- Establish a Code of Regulations that governs the collection of assessments; and
- Other such reasons as determined to be appropriate and necessary to serve the needs of all of Scenic View Estates and its Owners and Occupants.

E. The purpose of this Community Declaration is to establish a plan for the accomplishment of the objectives of the Scenic View Estates HOA, and to memorialize these understandings. Accordingly, by this Community Declaration Developer is establishing various rights and responsibilities with respect to Scenic View Estates as it presently exists and the Owners of property therein, and the right to extend the same to future portions of Scenic View Estates as it may be expanded from time to time, and the Owners and Occupants of property therein.

#### COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in Scenic View Estates as presently constituted (consisting of no more than three phases, and as it may hereafter be constituted, Developer hereby declares that all of this property 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, which shall run with the title to, each part of Scenic View Estates 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 which shall inure to the benefit of and be enforceable by Developer, each owner of property in Scenic View Estates, the Scenic View Estates HOA, and their respective heirs, successors, and assigns:

#### ARTICLE I- DEFINITIONS

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

1. "Additional Property" property that may in the future be subjected of record in the County in which it is located to the plan provided herein, and consists of all or any part of property determined by Developer, in its sole and unfettered discretion, as property to be part of Scenic View Estates and subjected to the provisions hereof, and may include any property described in item B of the Background Section of this Declaration and property adjacent to or contiguous with property a part of Scenic View Estates as it is then constituted.

2. "Architectural Review Committee" - the group of individuals having the power and authority to establish and enforce architectural standards governing the construction, replacement and modification of Improvements in Scenic View Estates.

3. "Articles" and "Articles of Incorporation" - the articles, when filed with the Secretary of State of Ohio, incorporating Scenic View Estates Homeowners' Association, Inc. (the "Scenic View Estates HOA") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

4. "Assessments" - charges levied by the Scenic View Estates HOA on Parcels and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Parcel Assessments.

5. "Board" - the Board of Directors of the Scenic View Estates HOA.

6. "Code of Regulations" and "Code" - the code of regulations of the Scenic View Estates HOA (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Scenic View Estates HOA.

7. "Common Access Drives" - common access easements and shared driveways, including bridges and stream crossings

8. "Common Expenses" - costs and expenses incurred by the Scenic View Estates HOA in fulfilling its functions, to be shared equally by each Owner to include the common amenity area improvements, walking path and path bridges, and Reserve contributions .

9. "Common Property" - all real and personal property, including easements, now or hereafter acquired by the Scenic View Estates HOA pursuant to the provisions hereof, or in deed restriction in a deed or deeds to the City of Pataskala, Ohio, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Scenic View Estates or for the operation of the Scenic View Estates HOA.

10. "Community Amenity Area" - all real and personal property including the clubhouse building, associated parking, potential recreational amenities, and the lot on which they reside, now or hereafter acquired by the Scenic View Estates HOA pursuant to the provisions hereof, or in deed restriction in a deed or deeds to the City of Pataskala, Ohio, or otherwise, for the common use and enjoyment of the Owners and Occupants in Scenic View Estates.

11. "Scenic View Estates HOA" - an association of all of the Owners of property in Scenic View Estates, at any time, except Owners of Exempt Property and Common Property, with respect to that property. It has been incorporated as an Ohio non-profit corporation named "Scenic View Estates Homeowners' Association, Inc."

12. "Developer" - Scenic View Estates, LLC and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

13. "Development Plan" - the plan adopted by Pataskala City Council on November 2, 2020 via Ordinance 2019-4341 and duly adopted amendments, made heretofore or

hereafter, for Scenic View Estates, establishing permitted uses, and limitations thereon, improvement requirements and specifications, and various other requirements and limitations with respect to Scenic View Estates. The Development Plan, as amended from time to time, will be available for review and copy at the offices of the Developer, and is incorporated herein by this reference.

14. "Driveways" – the driveways for ingress and egress to specific Parcels.

15. "Entranceway Improvements"—Improvements made at the various entrances of the Community, including, but not limited to, gates, monument signage, hard and softscapes, and other improvements.

16. "Exempt Property" - the portion of the real property comprising Scenic View Estates (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Licking County, the City of Pataskala, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Scenic View Estates HOA, provided, in any such case the same is not utilized as a residence.

17. "Governing Documents" - the Scenic View Estates HOA's Articles of Incorporation, Code of Regulations, its lawful Rules, and all amendments thereto, the Development Plan, applicable building and zoning laws, this Community Declaration and amendments made hereafter, and the provisions of subdivision and other plats of property in Scenic View Estates, present and future.

18. "Improvements" - all dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennas and satellite dishes flagpoles; swimming pools, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, play houses, children's recreational equipment or structures, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, Driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, herbaceous hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures or improvements of every type, constructed or maintained in Scenic View Estates and visible to public view.

19. "Individual Parcel Assessment" - an assessment that the Board may levy upon a Parcel and its Owners to reimburse the Scenic View Estates HOA for costs incurred solely on behalf of that Parcel, or the Owners thereof, including without limitation, administrative charges for Rules violations, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Scenic View Estates HOA, including attorney's fees

and court costs, and all other charges reasonably determined by the Board to be chargeable solely to that Parcel and its Owner or Owners.

20. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Scenic View Estates, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot by Developer and subjected to the provisions of this Community Declaration, excluding Exempt Property, Common Property, and any other property dedicated for public use.

21. "Manager" - a Person retained by the Board to assist in the management of the Scenic View Estates HOA.

22. "Member" - any Person who is an Owner is a "Member" of the Scenic View Estates HOA during the period of time that Person is an Owner, as hereinafter defined, excepting in all cases, Owners of Exempt Parcels or Common Property with respect to those Parcels.

23. "No Disturb Areas"—buffer zones of twenty-five (25) feet from any wetlands and intermittent stream banks as identified on the final plat. Areas with buffer exceptions or reduction will be included and identified in the individual deeds issued to the Owners. These areas are to be left in their natural state in compliance with applicable state and federal laws pertaining to wetlands and watercourses.

24. "Occupant" - an individual lawfully residing in a dwelling on a Parcel, regardless of whether that individual is an Owner.

25. "Operating Assessments" - assessments that the Board may levy upon all Parcels and their Owners, other than Common Property, Exempt Property and their Owners, pursuant to the terms of this Community Declaration, to provide funds to pay Common Expenses.

26. "Owner" - the record Owner, whether one or more Persons, of fee simple title to a Parcel, excluding vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest in a Parcel merely as security for performance of an obligation.

27. "Parcel" - a distinct and separate parcel of real estate in Scenic View Estates for real estate taxation and conveyance purposes, as shown in the records of the Auditor of Licking County, Ohio from time to time. In the case of subdivisions, each Lot therein becomes a separate Parcel upon the filing of a plat creating those Lots with the Recorder of Licking County, Ohio, and in the case of condominiums, each Unit becomes a Parcel at the time the same is so designated in a declaration of condominium or amendment thereto creating the same recorded with the Recorder of Licking County, Ohio.

28. "Person" - a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

29. "Private Roads" – Paved cul-de-sacs located throughout Scenic View Estates.

30. "Reserves" - funds that may be charged and collected to meet future needs of the Scenic View Estates HOA, including, but not limited to the cost of repair and replacement of Private roads, Common Access Drives, bridges and amenity area improvements.

31. "Rules" - the rules and regulations established by the Board from time to time.

32. "Scenic View Estates" - property that at any time has been subjected to the provisions of this Declaration, initially includes all of the property described as Scenic View Estates Phase 1, Phase 2, and Phase 3 and may be expanded to encompass all or any part of the Additional Property, as herein described.

33. "Special Assessment" - an assessment that the Board may levy upon all Parcels and their Owners, except Common Property and Exempt Property and their Owners, to pay for unanticipated operating deficiencies (other than those to be subsidized by Developer), or to pay for capital expenditures not regularly budgeted and not to be paid out of reserves, such as costs for major capital improvement replacements and for major new capital improvements.

34. "Turnover Date" - the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be when Scenic View Estates has been fully developed, all Improvements completed, and all Parcels have been sold and conveyed to bona fide purchasers, provided Developer reserves the right, in its sole and unfettered discretion, to turn over control of the Scenic View Estates HOA, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

## ARTICLE II - GOALS

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

- These covenants, easements, conditions, and restrictions shall apply to each Lot within Scenic View Estates.
- Promotion of the health, safety and welfare of all Owners and Occupants of property in Scenic View Estates.
- Ownership, preservation, beautification and maintenance of Scenic View Estates' Common Property and all Improvements thereon;
- Enforcement of architectural controls and restrictions applicable to property in subject hereto;
- Compliance with all zoning and similar governmental regulations applicable to property subject hereto; and
- Provide for mandatory membership of Parcel Owners in Scenic View Estates, other than Owners of Exempt Property or Common Property, as it may be constituted, from time to time, in the Scenic View Estates HOA, and the assessment for and collection of funds to fulfill its objectives.

### ARTICLE III - PROPERTY SUBJECT HERETO

The property subject to the provisions hereof shall consist of Scenic View Estates, as it is now constituted, as described in item A of the Background section of this Community Declaration, every Lot in Scenic View Estates, and such portions of the Additional Property as may be subjected to the provisions hereof either by reason of an amendment hereto, a requirement set forth on a subdivision plat or a declaration of condominium or amendment thereto, an instrument of transfer or conveyance, or a transfer by operation of law. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of Licking County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of Scenic View Estates. Such an amendment made by the Developer shall not require the joinder or signature of the Scenic View Estates HOA, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by the Developer, to reflect and address the different character or intended development of any such Additional Property.

### ARTICLE IV - THE SCENIC VIEW ESTATES HOMEOWNERS ASSOCIATION

#### A. The purposes of the Scenic View Estates HOA are to:

1. have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in Scenic View Estates that benefit all of Scenic View Estates and its Owners and Occupants, eventually including, without limiting the generality of the foregoing, storm water detention areas, passive green space, pocket parks, cul-de-sac islands, central strips in boulevards, landscaped buffer strips, Scenic View Estates entryway Improvements, all private streets and common access drives, Community Amenity Area, and such other Improvements and common amenities as serve all of Scenic View Estates, as set forth herein, and as hereafter initially determined by Developer, and after the Turnover Date, by the Scenic View Estates HOA's Board;

2. administer and enforce the provisions of the Governing Documents of the Scenic View Estates HOA;

3. enter into and perform agreements with vendors or other third parties for maintenance and management service; and

4. assess, collect and disburse funds necessary to fulfill these purposes.

B. Continued Existence. The Scenic View Estates HOA shall have perpetual existence, unless no less than 100% of the Owners vote to terminate the existence of the Scenic View Estates HOA after the first ninety-nine (99) years of its existence. For purposes of this

section, any Owner who does not vote at all in an effort to terminate the existence of the Scenic View Estates HOA shall be treated as a “no” vote.

1. In the event that the Scenic View Estates HOA is ever terminated by vote of the Owners, before the Scenic View Estates HOA is formally dissolved, it shall properly transfer all maintenance documentation, accounting documentation, audit reports, and all banking information to the City of Pataskala, and shall transfer all Common Property to the City of Pataskala. Any entrance gates shall be removed following the termination of the Scenic View Estates HOA; provided, however, that the Scenic View Estates HOA shall have the authority to remove all entrance gates and columns without terminating the existence of the Association.

2. In the event of a dissolution of the Scenic View Estates HOA, any reserve funds of the Scenic View Estates HOA on hand are to be turned over to the City of Pataskala for the care and maintenance of Common Property.

3. In the event of a dissolution of the Scenic View Estates HOA, the disposition of the following items shall be observed by the Board of the Scenic View Estates HOA:

a. Any walking paths, bridges across streams within the development (excluding ones which are part of Common Access Driveways or outside of the City of Pataskala easement) would either be maintained as public walkways by the City of Pataskala, or the City of Pataskala shall close them if the City of Pataskala determines that it does not want to maintain them.

b. The force main lateral servicing each individual residence in the pressurized sanitary sewage system will be owned by the individual homeowners, who shall be responsible for maintaining their own service line, check valves, cleanouts and grinder pumps located at their respective properties. The City of Pataskala shall have no additional liability for the maintenance of those sewer systems.

c. The portion of the sewage system which serves as the community line and which is located in the easement area granted to the City of Pataskala, shall be in the possession and control of the City of Pataskala. In the event of any dissolution of the Scenic View Estates HOA, the City of Pataskala shall assume control over and maintenance of the electric, water and natural gas accounts servicing the City of Pataskala’s sewage pumping station and its accompanying backup generator.

d. The City of Pataskala shall have the right to treat the swimming pool, tennis/basketball court, pool house and pool deck, and any other amenity in the community amenity area as it sees fit, either as public facilities, they could be sold, or, if the City of Pataskala prefers, they can be demolished and the land sold. Title to these items shall be transferred to the City of Pataskala prior to the dissolution of the Scenic View Estates HOA.

e. The City of Pataskala shall have the right to assess, via property taxes, all lots in the Scenic View Estates subdivision for any funds needed to do the things contemplated herein.

f. All gateways and landscaping (if any) will come under the jurisdiction and control of the City of Pataskala. Perimeter fences shall be turned over to the respective owners of the Parcels where those fences are located.

g. Regret Drive, Middleground Road, Faultless Lane, and Devencroft Ridge West may be become public and maintained by the City of Pataskala.

h. Common Access Drive users shall remain responsible in perpetuity for the cleaning, repair and maintenance of those common access roads, including all Common Access Drives, Driveways, private roads and wetland crossings, including bridges, shall be maintained by the owners of the lots in the Development, including, but not limited to, any landscaping and low voltage lighting on that private land.

4. In the event of a dissolution of the Scenic View Estates HOA, the Scenic View Estates HOA shall retain counsel, as well as any other necessary professionals, to prepare the necessary documentation to accomplish the transfer of the Common Property to the City of Pataskala as necessary to accomplish the goals of this Declaration.

C. Membership. The Scenic View Estates HOA is an association of all Owners of Parcels in Scenic View Estates, except owners of Common Property and Exempt Property. Its sole member presently is the Developer. As Scenic View Estates is being and will be subdivided into Parcels, the Owner or Owners thereof, from time to time, (except owners of Common Property and Exempt Property, if any), shall, upon the subjection thereof to the provisions hereof, automatically become and be Members during such time as they are Owners with respect to those Parcels. Those Parcels shall be held, sold and conveyed subject to the requirement that the Owners thereof be Members during the time they are Owners, regardless of whether or not such requirement is set forth on a subdivision plat, declaration of condominium, or amendment thereto, or instrument of transfer or conveyance, or the transfer is by operation of law, or amendment hereto, or otherwise. Membership is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Parcel subject hereto is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded. Voting rights of Members are set forth in the Code of Regulations. Each Member shall be accorded one (1) vote per Parcel owned.

D. Membership Fees. Each time that there is a transfer of a Parcel subject hereto, (other than Common Property or Exempt Property) to a bona fide purchaser, that Parcel and its purchaser or purchasers shall be assessed and there shall immediately become due and payable to the Scenic View Estates HOA upon the conveyance a membership fee for membership in the Scenic View Estates HOA in the amount of One Hundred Dollars (\$100.00). This membership fee shall constitute an Individual Parcel Assessment, as provided herein, and shall be utilized by the Scenic View Estates HOA in furtherance of its purposes, is not in lieu of any other Assessments, and is not transferable where a Parcel is transferred. Further membership dues to the Scenic View Estates HOA shall become due and owing effective the date of transfer of that Parcel.

E. Powers: Authority: Duties. The Scenic View Estates HOA shall have all the rights, powers, and duties established, invested, or imposed on it pursuant to the provisions of the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Scenic View Estates HOA, through its Board, shall have the power to own and/or hold easements with respect to and maintain, Common

Property, enforce and administer the restrictions and covenants applicable to all or any part of Scenic View Estates, levy and collect assessments, collect and maintain reserves for replacements and anticipated expenditures, enter into contracts, and take such other actions as its Board deems appropriate to its purposes. The Scenic View Estates HOA shall not have the power or authority to expend or agree to expend in any calendar year an amount in excess of 6% of the previous calendar year's budget then subject to Operating Assessments for new capital improvements not replacing existing improvements without the approval of Members exercising a majority of the voting power of Members.

F. Establishment. Prior to the closing of the sale of the first Parcel with a dwelling on it to a bona fide purchaser, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of that first closing, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.

All parties purchasing lots shall be required to make an initial contribution of \$1,000.00 per lot to the Scenic View Estates HOA. Fifty percent (50%) of that initial contribution shall be allocated to reserve funds, and the other to a pool for the purpose of refunding these initial contributions at a later date, cash flow permitting. In addition, each year \$300.00 of each member's Scenic View Estates HOA dues will be allocated to reserve funds, which will be maintained in an interest-bearing savings account, until the total amount of funds deposited into the reserve account reaches \$200,000.00, which is expected to take less than ten (10) years. Once this goal has been achieved, the Board of Trustees of the Scenic View Estates HOA shall have the right to adjust the allocated amount so long as the balance of the reserve account remains at a level of at least \$200,000.00. If reserve funds are used for any purpose, the Board shall have the option to increase the assessed amount to an additional \$1,500.00 per member in order to pay for essential work. If additional funds beyond the initial \$1,500.00 per Owner are required, the affirmative vote of a majority (51%) of the Members of the Scenic View Estates HOA will be required in order to authorize that additional assessment.

G. Developer's Role. The Developer shall maintain control over the Scenic View Estates HOA until such time as the last Lot is sold by the Developer. The Developer shall provide the initial funding for the Scenic View Estates HOA, and to cover any shortfalls during the lot sale period.

H. Initial Funds. Because the land that makes up the Scenic View Estates HOA will be sold in phases, Developer shall make an initial capital contribution to the Scenic View Estates HOA of \$30,000.00 so as to provide start-up funds for the necessary maintenance and repairs in order to maintain the property in its best condition for those items not covered by manufacturer's or builder's warranties, and will be reimbursed to the Developer when the last lot is sold and closed.

I. Architectural Review Committee. An Architectural Review Committee will be formed to maintain standards and shall have sixty (60) days to approve Lot owner's or a builder's proposed plans. After sixty (60) days, if no action is taken by the Architectural

Review Committee, the lot owners plans shall be deemed to be approved. All proposed plans and specifications are to be completed to a degree by an architect to be satisfactory to the Architectural Review Committee prior to submission to the Architectural Review Committee. Lot owners may not commence construction of any structure prior to receiving zoning clearance and a building permit for any improvement. Further, all proposed remodeling and alterations to existing residences must also be approved by the Architectural Review Committee. The Architectural Review Committee shall have the authority to grant variances to the rules set forth herein subject to approval by the City of Pataskala and applicable zoning ordinances. This Committee shall be managed by the Developer until the last lot is sold and the Community Amenity Area is transferred to Scenic View Estates, HOA. Subsequently, the Board will appoint members to the Architectural Review Committee from Scenic View Estates owners.

J. Rules. The Scenic View Estates HOA through its Board may make and enforce reasonable Rules governing the use of the Common Property, the levying and collection of assessments for the operation of the Scenic View Estates HOA, the levying and collection of administrative charges for the infraction of Rules, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents. The Scenic View Estates HOA shall have the power to impose sanctions on Owners, including, without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Parcel Assessments; (ii) suspension of the right to vote as a Member of the Scenic View Estates HOA; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Property for a period not exceeding sixty (60) days, for any infraction of Rules. In addition, the Board shall have the power to seek relief in any court for violations of or to abate violations Of Rules. If the Board expends funds for attorney's fees or litigation expenses in connection with enforcing any provision of Rules, or otherwise the amount so expended shall be due and payable by the Owner or Owners of the Parcel whose Owner; Occupant. licensee or invitee violated that Rule, and the same shall be an Individual Parcel Assessment against such Owner or Owners' Parcel and such Owner or Owners,

K. Implied Rights. The Scenic View Estates HOA may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

L. Managing Agent. The Board may retain and employ on behalf of the Scenic View Estates HOA a Manager, which may be the Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense, the term of any management agreement and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

M. Insurance.

1. Fire and Extended Coverage. The Scenic View Estates HOA may, with respect to insurable property or interests owned by it, obtain and maintain insurance for all insurable buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Property, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance, if obtained:

a) shall provide that no assessment may be made against an institutional mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Parcel, and its appurtenant interest, superior to the lien of such mortgage;

b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class BNI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating; (c) shall be written in the name of the Scenic View Estates HOA; and

c) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Scenic View Estates HOA, its Officers, Directors, and Members.

2. Liability Coverage. The Scenic View Estates HOA shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Property insuring the Scenic View Estates HOA, the Directors, and its Members, with such limits as the Board of Directors may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, including the private roads in the community, and (b) \$1 million for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Scenic View Estates HOA, the Board, or any Director, Officers or other Members, and shall include, without limitation, coverage for legal liability of the insured's for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Property, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Scenic View Estates HOA. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least ten days prior written notice to the Scenic View Estates HOA.

3. Other. The Scenic View Estates HOA may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all Officers, Directors, Board Members and employees of the Scenic View Estates HOA and all other persons handling or responsible for handling funds of the Scenic View Estates HOA, (b) Officers' and Directors' liability insurance, (c) additional insurance against such other hazards and casualties as is required by law, and (d) any other insurance the Board deems necessary. Scenic View Estates, LLC will be named as co-insured with any companies performing work at the Scenic View Estates site.

4. Use of Proceeds. In the event of damage or destruction of any portion of the Common Property, the Scenic View Estates HOA shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Scenic View Estates HOA as its attorney-in-fact for such purpose. If such proceeds and reserves are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

5. Condemnation. The Scenic View Estates HOA through its Board shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Member hereby irrevocably appoints the Scenic View Estates HOA as that Member's attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Scenic View Estates HOA, to be held and used for the benefit of the Members, as determined by the Board.

N. Books and Records. Upon reasonable request of any Member, the Scenic View Estates HOA shall be required to make reasonably available for inspection and copy all books, records and financial statements of the Scenic View Estates HOA.

## ARTICLE V - THE COMMON PROPERTY

A. Property to Be Subject. The Common Property shall consist of the following:

1. those Parcels of real estate that are created by subdivision or other plat and specified thereon to be conveyed to an association of the owners of property in Scenic View Estates, or portions thereof;

2. easements to areas in Scenic View Estates owned by the City of Pataskala but to be maintained and by such an association;

3. all property, real and personal, that Developer determines to be Common Property, and so designates, and that benefits all of Scenic View Estates and its Owners; and

4. such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Scenic View Estates HOA.

B. Common Roads and Access Points. Common Access Drives and private roads to be maintained to public service satisfaction including fire and police departments. The Scenic View Estates HOA shall also be responsible for the maintenance of all Entranceway Improvements, including such electric, openers, structural repair, battery backup, keypad installation, remote controls, and any other similar items required. The Scenic View Estates HOA shall have the authority to remove the entry gates, upon a vote of two thirds of the members, in the event that the gates become a hazard or are otherwise undesirable to the residents. The Scenic view Estates HOA shall also have the option to replace the pressure sensitive controllers with a secured electronic access provided that the change is approved by, and access is guaranteed to, all emergency responders, the appropriate agencies of the City of Pataskala, Licking County, and the West Licking Joint Fire District. Security at individual gates at can be upgraded by a vote of 90% of the residents accessing each gate, or security at all gates can be upgraded by a vote of 75% of the members of the Scenic View Estates HOA.

C. Community Amenity Area. Developer will set aside and shall deed to the Scenic View Estates HOA a 1.26 acre site at the southwest entry to the community for the purposes of developing recreation facilities that may include, but will not necessarily be limited to, a swimming pool and pool building, a sales center, sports courts (including, but not limited to, tennis, basketball, pickleball, bocce, and other similar courts), and community gardens. The Scenic View Estates HOA shall be responsible for maintaining these amenities once they have been constructed by the Developer.

D. Vesting of Interests. Easement rights to the Scenic View Estates HOA set forth in subdivision plats and declarations and amendments thereto shall become Common Property and vested in the Scenic View Estates HOA upon the recording of those documents. Property owned by Developer or its successors and assigns, so designated in a subdivision or other plat to be owned by an association of the owners of property in Scenic View Estates, shall be conveyed to the Scenic View Estates HOA by Developer forthwith upon the recording of such subdivision or other plat by limited warranty deed, free and clear of all encumbrances except easements of record and the lien of general real estate taxes not then payable. Scenic View Estates HOA may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Developer. The Scenic View Estates HOA shall accept "as is", the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the materials or furnishings which has been or will be used in such property or repairs. By acceptance of title to any Common Property, the Scenic View Estates HOA and all Owners release Developer from any claims and warrant that no claim shall be made by the Scenic View Estates HOA or any Member or Owner relating to the condition, construction, design,

capacity, operation, use, accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom.

E. Disposition or Mortgaging of Common Property. No Common Property shall be disposed of except as otherwise provided or permitted in the Governing Documents, provided that, in any event, no Common Property may be conveyed without the consent of Members exercising a majority of the voting power of Members. At no time shall common property be mortgaged.

F. Architectural Review. Improvements on the Common Property shall be subject to the same architectural review process and approval requirements as all other property in Scenic View Estates, as provided in Article X hereof.

## ARTICLE VI - ASSESSMENTS

A. Types of Assessments. Subject to the provisions of this Article, each Parcel, and its Owner or Owners, excluding Common Property, Exempt Property, and their Owners, shall be subject to the following assessments:

1. Operating Assessments;
2. Special Assessments; and
3. Individual Parcel Assessments;

established, assessed, and collected, as set forth in this Article VI, and subject to the provisions set forth herein. No Owner may gain exemption from liability for any assessment by waiving or foregoing the use or enjoyment of any of the Common Property, or by abandoning that Owner's Parcel.

B. Operating Assessments. For the purposes of providing funds to pay:

- the cost of the maintenance, repair and replacement of Common Property;
- maintaining (fertilizing, mulching, replanting as necessary, and pruning) in the Common Property;
- the costs for insurance and bond premiums to be provided and paid for by the Scenic View Estates HOA;
- the cost for utility services, if any, charged to or otherwise properly payable by the Scenic View Estates HOA;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Scenic View Estates HOA, in an amount deemed adequate by the Board;
- an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

- the costs for the operation, management and administration of the Scenic View Estates HOA, including, but not limited to, fees for property management, landscaping, caring for and maintaining the herbaceous hedges along the frontage of each Lot, mowing, planting, lighting; pavement maintenance. snow and ice removal and mitigation, pool maintenance, cleaning and winterization, walking path and path bridge maintenance, seasonal leveling of gravel on Common Access Drives, gate and fence maintenance, storm retention area maintenance, fees for legal, accounting and property management services, costs of mailing, postage; supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Scenic View Estates HOA not otherwise herein specifically excluded;

all of which shall constitute Common Expenses, the Board shall establish, levy, and collect Operating Assessments in accordance with the following:

1. Establishment. Prior to the closing of the sale of the first Parcel with a dwelling on it to a bona fide purchaser, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of that first closing, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.

a) All parties purchasing lots from the Developer shall be required to make an initial contribution of \$1,000.00 per lot to the Scenic View Estates HOA. Fifty percent (50%) of that initial contribution shall be allocated to reserve funds, and the other fifty percent (50%) to a pool for the purpose of refunding these initial contributions to the Developer when the last lot is sold, cash flow permitting. In addition, each year \$300.00 of each member's Scenic View Estates HOA dues will be allocated to reserve funds, which will be maintained in an interest-bearing savings account, until the total amount of funds deposited into the reserve account reaches \$200,000.00, which is expected to take less than ten (10) years. Once this goal has been achieved, the Board of the Scenic View Estates HOA shall have the right to adjust the allocated amount so long as the balance of the reserve account remains at a level of at least \$200,000.00. If reserve funds are used for any purpose, the Board shall have the option to increase the assessed amount to an additional \$1,500.00 per member in order to pay for essential work. If additional funds beyond the initial \$1,500.00 per Owner are required, the affirmative vote of a majority (51%) of the Members of the Scenic View Estates HOA will be required in order to authorize that additional assessment.

2. Apportionment. For such part year, and for each calendar year thereafter, the Board shall apportion an equal pro rata share of such estimated Common Expenses to each Parcel reasonably anticipated to be subject to the same, and assess each Parcel and its Owner or Owners an equal share.

### 3. Assessment.

a) As to Lots: Each Lot and its Owner or Owners shall, after the Lot has been conveyed to a bona fide home purchaser, or such time as a builder utilizes the property as a residence, be assessed Operating Assessments for that calendar year, or part year, provided that the apportioned amount per Parcel determined as provided in Item 2, above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Lot became subject to Operating Assessments is to twelve. Lot Assessments are to be allocated by Private Road. Fees will vary from each Private Road based on area of private road, number of lots, lineal feet of Common Access Drive. Entranceway Improvements should be the same at each entrance. These fees will be established and allocated once the quantities and costs are known.

From time to time, there may need to be different categories/levels of lot owners for purposes of assessments. Lot Owners may be required to contribute to assessments even before their home is constructed, but the amount assessed will be adjusted once the home is constructed. No lot owner on a Private Road shall be required to pay for the assessments of any other lot owner on any other Private Road.

b) Notwithstanding the foregoing, or any provisions hereof, until the earlier of the Turnover Date or five years from the time Operating Assessments are first charged with respect to any Parcel, Developer shall subsidize those costs to the extent those costs exceed the sum of \$ 2400 per year per Parcel so assessed.

c) Due Dates. The Operating Assessments shall be due in monthly, quarterly, semiannual, or annual installments, as the Board may from time to time determine. Notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to the Owners charged to pay the same not less than ten (10) days prior to the date the Operating Assessment, or first installment thereof, is due.

d) Special Assessments. The Board may allocate to Parcels subject to Operating Assessments Special Assessments to pay for additional Common Expenses such as permitted capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies (other than those which are to be subsidized by Developer) or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Parcels on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

e) Individual Parcel Assessments. The Board may levy an Individual Parcel Assessment against any Parcel and the Owners thereof (other than Common Property and Exempt Property and their Owners) to reimburse the Scenic View Estates HOA for costs

incurred on behalf of that Parcel, or charged to a Parcel, as a consequence of any act or omission by any Owner, occupant, or invitee thereof, including without limitation, administrative and enforcement charges by the Scenic View Estates HOA reasonably determined by the Board to be an Individual Parcel Assessment. By way of illustration, the Board may levy an Individual Parcel Assessment in the nature of an administrative charge reasonably determined by the Board against a Parcel of any Owner or Owners who violate the Rules, or any provision of the Governing Documents, or who suffer or permit the Members, guests, invitees or tenants of that Owner's or Owners' Parcel to violate the same. Upon its determination to levy an Individual Parcel Assessment, the Board shall give the affected Owner or Owners written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such assessment ten (10) days prior to the effective date of the levy of any such assessment.

f) Late Charges. If the assessment remains unpaid for ten days after it becomes due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of ten percent per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

g) Liability for Unpaid Assessments. Each such assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the personal obligation of the Owner or Owners of the Parcel charged the same (joint and several, if more than one Owner) beginning on the date the assessment became due and payable. The Board may authorize the Scenic View Estates HOA to institute an action at law on behalf of the Scenic View Estates HOA against the Owner or Owners personally obligated to pay any delinquent assessment.

h) Liens. All unpaid assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Scenic View Estates HOA and a lien on the Parcel against which the assessment was levied. If any assessment remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Scenic View Estates HOA to file a certificate of lien for all or any part of the unpaid balance of that assessment, together with interest and collection costs, including attorneys' fees, with the Recorder of Licking County, Ohio. The certificate shall contain a description of the Parcel which the lien encumbers, the name of the Owner or Owners of that Parcel, and the amount of the unpaid portion of the assessment. The certificate may be signed by any authorized Officer, or agent, or the Manager of the Scenic View Estates HOA or its authorized representative. Upon the filing of the certificate, the subject Parcel shall be encumbered by a continuing lien in favor of the Scenic View Estates HOA. The assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

i) Subordination of Lien. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on the Parcel

recorded prior to the date on which such lien of the Scenic View Estates HOA arises, and any holder of such first mortgage which comes into possession of a Parcel 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 assessments against the mortgaged Parcel 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.

j) Contested Lien. Any Owner or Owners who believe that an assessment chargeable to that Owner or Owner's Parcel (for which a certificate of lien has been filed) has been improperly charged against that parcel may bring an action in the Court of Common Pleas Licking County, Ohio, for the discharge of that lien and/or a declaratory judgment that such assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the assessment charged to that Parcel was wrongfully charged, 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 and a refund of the assessment or portion thereof determined to be unlawful.

k) Notice of Discharge. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Scenic View Estates HOA, setting forth whether the assessments on a specified Parcel have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

l) Suspension of Vote and Use of Common Property. If any assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Scenic View Estates HOA matters and privileges to use the Common Property, and to vote, as a Member of the Scenic View Estates HOA, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Parcel. A vote of 100% will be of all non-suspended members.

## ARTICLE VII - EASEMENTS AND LICENSES

A. Easement of Enjoyment of Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment, upon the Common Property, which right shall be appurtenant to, and shall pass with the title to, that Owner's Parcel, subject to the terms and limitations set forth herein and subject to the Rules. An Owner may delegate that Owner's rights of enjoyment to Occupants, licensees and invitees,

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Scenic View Estates HOA shall have a right of entry and access to the property subject hereto, for the purpose of performing the Scenic View Estates HOA's rights or obligations set forth herein, The Scenic View Estates HOA may enter any Parcel to maintain, repair; and replace the Common Property, if necessary.

## ARTICLE VIII- PROTECTIVE COVENANTS AND RESTRICTIONS

A. General. All property in Scenic View Estates, subject to the provisions of this Community Declaration, and Additional Property subjected to the provisions hereof, shall be subject to the provisions of the Development Plan and the provisions of any plat, as the same may be amended or modified from time to time. Except as otherwise provided herein, all Parcels, except Exempt Property and Common Property, shall be subject to the provisions of the following sections B through E of this Article VIII:

### B. Parcel Usages.

1. Residential Uses. Except as otherwise specifically provided in this Community Declaration, no Parcel 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 rooming house, group home, commercial foster home, fraternity sorority house, or any similar type of lodging, care or treatment facility, Notwithstanding the foregoing: (a) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business 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 (b) during the construction and initial sales period, Parcels and Common Property, if any, may be used for construction and sales purposes and sales models by builders and developers, until all Parcels with dwellings on them have been conveyed to bona fide home purchasers. Elevation and square footage requirements established by applicable zoning shall apply at all times.

2. Transient Uses. No dwelling on a Parcel shall be rented or used for transient or hotel purposes, which is defined as: (a) rental for a period less than 30 days, or (b) 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 (c) rental to roomers or boarders, that is, rental to one or more persons of only a portion of a dwelling on a Parcel. Dwellings may only be rented for long term leases, which, for these purposes, shall be defined as a period of no less than six (6) months in duration.

3. Temporary Structure Use. No incomplete structure or structure of a temporary Character, trailer, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. All structures must be reviewed and approved by the Architectural Review Committee.

4. Hobbies. Hobbies or other activities that tend to detract from the aesthetic character of Scenic View Estates, and improvements used in connection with such hobbies or activities, shall not be permitted unless conducted in a residential building erected on a Parcel and not viewable from either the street or adjoining properties. This restriction refers

specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat, golf cart, and sailboat repair. Hunting shall only be permitted to the extent allowed by law and by the ordinances of the City of Pataskala.

5. Cluster Mailboxes. At all times, Owners shall be responsible to maintain and repair postal cluster boxes through the Scenic View Estates HOA. Owners shall be responsible for lock replacement of the postal cluster boxes in order to maintain a uniform appearance.

6. Offensive Activities. No activity noxious or offensive in the reasonable judgment of the Board shall be carried on or permitted upon any part of Scenic View Estate, 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:

a) Waste. Except for the reasonably necessary activities of builders and developers during the active development of Scenic View Estates, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any Parcel or upon any portion thereof. During construction, the Developer shall be required to provide a performance bond or other guarantee acceptable to the City of Pataskala to cover the cost of any damages to public infrastructure including, but not limited to, roadways, storm sewer, water, and sanitary sewer during construction. The City of Pataskala shall be named as the beneficiary and the City shall comply with the bond rules and regulations and shall satisfy them in a timely manner. Any infrastructure that will be public or has the potential to become public in the future shall be inspected by the City of Pataskala. In addition, the developer and associated parties shall keep all county and township roads clean and free from debris during construction. The developer shall be required to enter into a separate Guarantee of Improvements with Licking County for work affecting County and Harrison Township infrastructure.

b) Odors. No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of Scenic View Estates unsanitary, unsightly, offensive, or detrimental to any of the remainder of Scenic View Estates or to any Occupants of portions thereof;

c) Lighting. No exterior lights, the principal beam of which shines upon portions of Scenic View Estates other than the Parcel upon which they are located, or otherwise cause unreasonable interference with the use and enjoyment of any Parcel by the Occupants thereof, shall be permitted on any Parcel, provided that lighting of Scenic View Estates Entranceway Improvements and Community Amenity Area shall not be prohibited nor constitute an unreasonable interference with the use or enjoyment of any Parcel or Occupant; provided, however, that the Scenic View Estates HOA shall have the right to install street lights as it deems appropriate to do so;

d) Sound. No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Parcel, 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

e) Fireworks. No fireworks of any kind shall be permitted except with the prior express approval of the West Licking Joint Fire District.

7. Service Screening. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings until the time scheduled for pick up and disposal. Except during the active period of construction, no materials, supplies or equipment shall be stored in Scenic View Estates except inside closed buildings.

8. Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained in Scenic View Estates except such machinery or equipment reasonably necessary for use in connection with maintenance, or construction of Improvements approved by the Architectural Review Committee.

9. Vehicles, Trailers, Boats, Commercial Vehicles, and Motor Homes. No vehicle may be left upon any Parcel for a period longer than twenty-four (24) hours in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from Scenic View Estates. Any towable vehicle, boat, motor home, recreational vehicle, camper, trailer, or mobile home regularly stored upon any portion of the Subdivision or temporarily kept thereon for periods longer than twenty-four (24) hours, shall be considered a nuisance and shall be removed from Scenic View Estates. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, are stored wholly within private garages which themselves comply with the provisions of this Community Declaration. No commercial vehicles may be parked, stored, or temporarily kept on any Parcel, except when there temporarily to service existing Improvements or to be used in connection with the construction of Improvements in Scenic View Estates. No parking shall be permitted on private roads or streets or berms of streets or on Common Access Drives or their berms at any time. Only automobiles and authorized trucks may be parked on the Driveways or outside of private garages. Golf carts and similar vehicles shall not be parked on Driveways or sidewalks, or otherwise outside of private garages. An authorized truck is a truck one-ton capacity or less that exhibits no external evidence of commercial use. Notwithstanding the foregoing, the Board shall have the right, in its sole discretion, to determine whether or not a particular vehicle type, or any particular vehicle, is authorized. The Board shall also have the authority to have any vehicle or any other items which is in violation of any provision of this subsection towed or otherwise removed without notice to and at the expense of the owner thereof. This authority is coupled with a right of entry onto any Parcel where the offending vehicle or other violating items if located for purposes of towing or other removal.

10. Driveways. Driveways shall be permitted within in any front or side yard setbacks, but in no case shall an individual driveway be installed less than 3' from any property line. Shared driveways between two lots shall be permitted at or across the

property line. At all times, Owners shall be required to maintain their Driveways in good condition. Chip and tar Driveways are permitted, as are asphalt, pavers, or concrete of sufficient strength and design to handle vehicular traffic.

11. Bike Paths and Sidewalks. Electric golf carts and similar vehicles or apparatus, as determined by the Board, shall not be permitted on multi-use paths or sidewalks.

12. Animals. Except as hereinafter provided, and other than properly certified support animals, no animals, livestock, exotic animals, birds, poultry or other fowl, snakes, reptiles, or species of insects, shall be raised, bred, kept, or maintained on any Parcel, 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 Parcel provided that (a) other than properly certified support animals, no more than four (4) of any type of animal, other than small aquarium adaptable fish, may be maintained in any residence (except when less than three to four months of age); (b) the maintaining of animals shall be subject to such Rules as the Board may from time to time promulgate, including, without limitation, the placing limitations on the size and type of such pets, and establish leash regulations, and the right to levy enforcement charges against persons who do not conform with regulations or clean up after their pets; and (c) the right to maintain any particular animal or any particular breed or species of animal shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of such animal, breed or species constitutes or could constitute a nuisance or creates or could create a detrimental effect on other Owners or Occupants, or Scenic View Estates as a whole. Any outside structures related to maintaining pets shall be subject to review and approval by the Architectural Review Committee.

13. Open Fires. Open fires, leaf burning, trash burning, or the like, are prohibited, excepting only domestic use of indoor fireplaces and wood burning stoves, commercially made barbecue grills, small fire pits on decks and patios, and natural gas lights.

#### C. Building, Improvement, and Other Limitations.

1. Plan Approval. No Owner or Person shall construct or make any Improvement to a Parcel without first complying with the plan approval and architectural review requirements of this Community Declaration. All Improvements must comply with the elevation and square footage requirements of local zoning.

2. Setbacks. In addition to the setback requirements established by local zoning requirements, no structure shall be permitted within more than twenty (20) feet of each Lot as approved by the City of Pataskala for the building foundation for each Residence, including garage. All site plans for the proposed Improvement must be submitted to the City of Pataskala after approval by the Architectural Review Committee before any construction can begin.

3. Parcel Splits. No Parcel shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, unless approved by the Board and all governmental authorities having jurisdiction; provided, however, that an Owner shall have the right to purchase additional Lots and to combine those Lots into a single Lot.

4. Tree Removal and Replacement. On individual home sites no tree removal or site work can take place without prior express approval of the Architectural Review Committee and the City Administrator or their designee. A site plan with tree survey and tree preservation plan must be a part of these submissions pertaining to trees to be removed outside of building site perimeters. The Developer shall have the right to clear trees for the construction of roads, the gate area, parking, utility access points and/or needs, the Community Amenity Area, and any other amenities without being required to replace any trees so removed.

a) Lot disturbance, including, but not limited to, excavation and/or the removal of trees, for all homes within the subdivision shall be limited to an area of no greater than the driveway plus 20 feet around the perimeter of the proposed home and garage. Existing trees beyond the 20- foot perimeter as described above shall not be removed unless they are dead, diseased, or pose a threat to the health, safety and welfare of the lot owners as determined by the City Administrator or his designee. Trees eight (8) inches or greater as measured five (5) feet from ground level may be removed pursuant to Section 1283.03 of the Pataskala Code if all qualifying trees removed are replaced pursuant to Sections 1283.03 and/or 1283.04 of the Pataskala Code. The lot owner has the right to remove any understory plant material or trees under eight (8) inches in diameter as measured five (5) feet from the ground so long as it does not affect the health of existing trees. Signage indicating the 20-foot perimeter shall be placed on lots as approved by the City of Pataskala following the issuance of a Certificate of Compliance for any new construction on the lot.

b) The removal of trees in violation of this Section shall be a violation of the Scenic View Estates Planned Development District regulations, as approved by Ordinance 2019-4341. Whoever violates the Scenic View Estates Planned Development District regulations shall be subject to the penalties, as described in Section 1209.99 of the Pataskala Code and may be required to replace the removed tree(s) as described in Section 1283.03 of the Pataskala Code, pay into the ecological preservation fund as described in Section 1283.04 of the Pataskala Code, or both.

5. Sewage Systems. All Lot owners, except those identified in Article VIII(C)(5)(C), will be required to install a Covalen grinder pump and connect said pump to the forced main. This shall be the sole sewage removal/treatment system permitted in Scenic View Estates. All lot owners will be required to attend a training session and acknowledge an understanding of how the system works and their ongoing responsibility to maintain the system annually. The Scenic View Estates HOA will provide annual maintenance included in the assessment.

a) All water lines shall have a minimum of a 20' maintenance easement plus the width of the pipe. All sanitary sewer lines shall have a minimum of a 20' maintenance easement plus the width of the pipe. All maintenance easements for water and sanitary sewer line maintenance shall be defined on all plans.

b) A minimum of a 20' wide maintenance easement plus the width of an 8" pipe shall be established and designated on all plans should a traditional gravity sanitary sewer system may be installed in the future. Notwithstanding anything to the contrary, any area that requires a sewer deeper than 10' must allow for a minimum maintenance easement that follows a 1:1 depth to width ratio. A temporary construction easement with a minimum of 1:2 depth to width ratio shall be established and designated on all plans for this potential gravity sewer as well. Should a traditional gravity sanitary sewer system be required for any reason in the future, either by a regulatory agency or the City of Pataskala, the traditional sanitary sewer system shall be installed by the City of Pataskala and the cost (design and construction) shall be assessed to, and paid timely by, the property owners whose sanitary sewer service will be transferred to said gravity sanitary sewer system. Sanitary sewer easements are shown on Exhibit I, Preliminary Utility Plan and shall be recorded with the Final Plat.

c) Lots 1-4, 11-17 and the open space lot west of lot 17 shall be serviced by a traditional gravity sewer system and shall not be included in the pressure sewer system. All sewer systems in the City of Pataskala sanitary sewer service area that are feasibly able to be serviced by a traditional gravity sewer system shall be required to do so as soon as these lots are developed. Lots 5-10, 18-60 may be serviced by a pressure sanitary sewer system as soon as these lots are developed. All components of the sewage pumping system shall be located inside each structure being serviced and connected to the public force main by a privately-owned sanitary sewer lateral pipe. Because of the unique topographical nature of the property, multiple wetlands and the focus of the subdivision to maintain as many of the existing trees as possible, the City is permitting, at its sole discretion, the installation of force mains where a traditional gravity system is not practical. However, the use of force mains shall be considered by the City of Pataskala on a case by case basis and a traditional gravity system shall be required whenever practicable.

d) All public force mains shall be of a pressure rating equal to or greater than that of SDR-21 pressure sewer. A clean out style fitting that includes a ball valve and a 3" cam-lock style fitting shall be installed at a minimum distance of every 1,000 feet along the public force main. These clean outs shall be enclosed in a housing that is flush with finished grade when installed. The manhole located where the force main empties into the gravity sanitary sewer system, as well as the two manholes directly downstream, shall be coated by an epoxy that fully covers all surfaces of the interior of the manhole. The epoxy coating shall be approved by the Utility Director before it is used. All pressure sewer pipelines shall be constructed in accordance with the City of Pataskala Construction Materials and Specifications.

e) Only the collective force main shall be considered public infrastructure, and therefore the responsibility of the City of Pataskala. All sanitary sewer pipes leading from

each structure to the collective force main, any and all fittings associated with the structure's sanitary sewer pipe, and the entire sewage pumping system including the wet well, sewage pump, controls, wiring, plumbing, alarm system, control panel and anything else related to the sewage pumping system shall be considered Private Infrastructure. Private Infrastructure shall be the responsibility of the property owner. The City of Pataskala shall have no responsibility or duty related to, or arising out of, Private Infrastructure.

f) A sewage pumping station shall be located at the head of the entire public force main. This station will consist of a wet well, pump, controls and an alarm system. This station shall have a backup generator, which is capable of running all aspects of the sewage pumping station, that is powered by natural gas. A diesel-powered generator may be approved by the Utility Director should natural gas not be available to the site. The City of Pataskala shall own the sewage pumping station and shall use it to flush the public force main, as necessary. A clean water line shall be provided by the developer for the use of the City of Pataskala sewage pumping station and all water used will be metered and billed monthly to the Scenic View Estates HOA. All electric used by the City of Pataskala sewage pumping station shall come from an electric line provided and installed by the contractor and connected to the Scenic View Estates HOA's electric account. A natural gas line for the standby generator for the City of Pataskala sewage pumping station shall be provided by the developer and connected to the Scenic View Estates HOA's natural gas account. All water service, natural gas service and electric service to the City of Pataskala sewage pumping station shall be paid timely by the Scenic View Estates HOA, which shall be solely responsible for the maintenance of the water, natural gas, and electric service lines in perpetuity.

6. Garages. Each single-family residence must have at least a two-car garage.

7. Mailboxes; Post Lights. All mailboxes and post lights shall conform in location, materials use, design and finish, specified from time to time by the Architectural Review Committee.

8. Outbuildings. Temporary Improvements. Except as approved by the Architectural Review Committee, no outbuildings, storage sheds or temporary buildings or structures 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 and for sales purposes during the sale of a Parcel and further provided that small structures to house Covalen grinder pumps shall be permitted. Any temporary structure shall be removed not later than fourteen (14) days after the date of completion of construction of the building(s) for which the temporary structure was intended. Temporary structures shall be permitted for no longer than a period of one (1) year unless variance is granted by the Architectural Review Committee. Notwithstanding the foregoing, one or more Parcel may be used for model and sales purposes until all Parcels have had dwellings constructed on them and have been sold to bona fide unrelated residential home purchasers. Natural gas-powered back-up generators shall be permitted subject to proper permitting and approval by the City of Pataskala.

9. Antennas/Satellite Dishes. 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 Parcel outside any building, whether attached to an Improvement or otherwise, including, but not limited to satellite dishes, unless approved by the Architectural Review Committee, or unless required to be permitted by law, but subject to such lawful rules and regulations as the Board may from time to time adopt, and the further limitation that satellite dishes may not exceed twenty-four (24) inches in diameter and must be erected or installed to minimize visibility from the street which the dwelling on the Parcel fronts.

10. Utility Service. No lines, wires or other devices providing utility services, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in Scenic View Estates unless the same shall be by cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements. No structure shall be built over any underground utility, public or private, or impede access to it. Above ground electrical transformers, pedestals and other equipment must be properly screened and such screening approved by the Architectural Review Committee. 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.

11. Proposed Improvement Location. All 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 Architectural Review Committee approves in writing some other placement. All dwellings must be situated between the front and rear setback lines, as shown on a plat. For purposes hereof, eaves and steps shall not be considered part of a dwelling, provided that this shall not be construed to permit any portion of any dwelling to encroach on another Parcel, a reserve or public property.

12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Parcel within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Parcel within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

13. 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 Scenic View

Estates outside a building, except (a) storage tanks used during the construction of residences; and (b) propane tanks having a capacity of thirty (30) pounds or less, for use to power a gas grill, and rainwater collection irrigation systems.

14. Improvement Exteriors. All windows, porches, balconies, decks, patios, and the exteriors of buildings and other improvements shall at all times be maintained in a neat, clean and orderly condition. No clotheslines or other outside drying or airing facilities shall be permitted on the exterior of any dwelling, and no clothing or any other household fabrics shall be hung in the open on any Parcel.

15. 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 Architectural Review Committee shall approve or disapprove exterior materials and colors.

16. Signs. No signs of any character shall be erected, posted or displayed in Scenic View Estates except: (i) marketing signs installed during the period of the initial sale of homes by a builder marketing available property in Scenic View Estates; (ii) street and identification signs installed by, or at the direction of, the Scenic View Estates HOA or any governmental agency; and (iii) one temporary professional real estate sign on a Parcel not to exceed six (6) square feet in area advertising that Parcel is for sale or lease. All signs, before installation, are to be approved in writing by the Developer or the Architectural Review Committee. Signs promoting community events shall be permitted, but for no longer than two (2) weeks prior to said event. Such signs must be removed after completion of said community event.

17. Landscaping. All property in Scenic View Estates shall be landscaped according to plans approved by the Architectural Review Committee, and by the appropriate governmental authorities. 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 Parcel Owner shall remove dead and diseased trees and limbs from that Owner's Parcel. Lot owners agree to plant grass or other appropriate ground cover on any cleared area of a given Parcel.

18. Trash and Other Rubbish. All trash, recycling, or other rubbish is to be housed in approved containers to be picked up by the City of Pataskala regularly.

19. Maintenance. Subject to limitations on use and maintenance as shown and set forth on an applicable plat, no Parcels 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 Architectural Review Committee.

20. Drainage and Grading. No drainage ditches, cuts, swales, impoundments, streams, flood ways, ponds, 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 pattern, may be destroyed, altered or modified, interfered with or blocked by or at the direction or with the consent of any Parcel Owner without the prior consent of the Pataskala City Engineer, Developer, and the Architectural Review Committee. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established for Scenic View Estates, or any part thereof, without the prior written consent of the Pataskala City Engineer. All Parcel Owners shall obtain certification from a licensed engineer and, completing any grade or drainage altering Improvement that the master grading plan has been observed. Whenever, because of construction of Improvements on a Parcel, or for some other reason, silt runs off the Parcel onto any adjacent property, the Owner of the Parcel shall be obligated to provide a means of siltation control to the Scenic View Estates HOA and its representatives shall have the right to enter upon any Parcel and any portion of Scenic View Estates and remedy or repair any such destruction, alteration, modification or Improvement without being guilty of trespass and without liability to any Owner or Occupant with respect to the same or the consequences thereof. Lot owners will be responsible to maintain ditch areas by mowing them on a regular basis and insuring that no inorganic or organic damming of ditches or storm structures occurs. Lot owners agree to maintain their drive culverts to full operation consistently. No trees should be planted in storm areas.

21. Soil. No Improvement shall be placed on site without the owner of that Lot certifying to the Architectural Review Committee that soil conditions are appropriate for the proposed Improvement. Consideration must be made for the preservation of as many existing trees as possible. No soil shall be removed from any Parcel for commercial purposes.

22. Fences. No fence, wall, or barrier of any kind may be erected on any Parcel without the prior written approval of the Architectural Review Committee and must be limited to dog runs or to the outside perimeter of the subdivision and in setback areas to match perimeter fencing in material, color and style, all with Architectural Review Committee approval.

23. Swimming Pools; Hot Tubs. No swimming pools and/or hot tubs measuring more than one hundred (100) square feet shall be constructed or maintained above the finished grade of a Parcel at its location as shown on the master grading plan for Scenic View Estates. In-ground pools and pool houses shall only be permitted to the side or rear of the main home and shall not extend forward of the plane created by the front façade of the home.

24. Solar Panels. No solar panels, attached or detached, shall be permitted.

25. Window Air Conditioning Units. Except as otherwise permitted by the Architectural Review Committee, no window air conditioning unit shall be permitted in any window that faces a public street.

26. Storage. No open storage of any kind shall be permitted. Unless expressly approved in writing by the Architectural Review Committee, no accessory building or

storage shed, in addition to the actual dwelling itself, shall be permitted on any Parcel, for any purpose whatsoever.

27. Requirement of Completion; Notice of Completion; Non-completion or Non-compliance. A Parcel Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. Upon the completion of any Improvement, the Owner may file a notice of completion and compliance which shall give rise to a conclusive presumption in favor of the Owner that the Improvement is completed and is in compliance with all provisions of this Article VIII unless, within thirty (30) days of the filing, the Architectural Review Committee gives actual notice of non-compliance or non-completion. Notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the Improvement in question or delivered by certified mail or in person to the Owner. All approved landscape Improvements and all paving shall be completed, weather permitting, prior to the occupying of each residence.

D. Entranceway Improvements Easements. Easements are reserved over the recorded easement for the installation, repair and maintenance of entranceway Improvements to be installed by the Developer. The portions of such Parcel containing such entranceway Improvements shall at all times be kept accessible for maintaining and repairing the entranceway Improvements and Developer and/or the Scenic View Estates HOA shall have the right to enter the Parcel to do so, Each Parcel Owner, by that Owner's acceptance of a deed to such Parcel or Parcels, agrees that no entranceway Improvements shall be added to or removed by a Parcel Owner without the consent, expressed in writing, of the Scenic View Estates HOA. Such consent shall be provided for by the Scenic View Estates HOA according to its rules and regulations established for maintenance of entranceway Improvements.

E. Utility Easements. Easements as shown on a plat are hereby reserved and granted to Developer and any utility company or governmental unit engaged in supplying one or more utility services to the platted area to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of electric, gas, water, telephone, cable, sanitary or storm sewer or other utility facilities. The providing utility company, the City of Pataskala, Licking County, Developer and/or the Scenic View Estates HOA may come upon any Parcel in any emergency endangering life or property to handle the installation, replacing, repairing and maintenance of all utilities. Such easements are also reserved within any designated easement areas. Easements are further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives, sidewalks, walkways and paths in the performance of their duties. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Parcel Owner agrees to execute such a document.

F. Common Property Uses. The Common Property may be used only in accordance with the following provisions of this Section F:

1. The Common Property may be used only in accordance with the purposes intended and for any reasonable purposes incidental to the maintenance of Scenic View Estates as a high-quality residential community. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the number of members of this committee, and who those members are, and shall have the sole right and power to remove and replace those members. From and after the Turnover Date the Architectural Review Committee shall be of such number, and have such qualifications, as the Board, in its sole discretion, may from time to time designate.

G. Jurisdiction.

1. Initial Improvements. Subject to applicable restrictions and governmental prescriptions and limitations, Developer shall have the sole right, power, and authority, to approve plans for all Improvements initially constructed in Scenic View Estates, provided Developer, at any time, shall have the right to assign this responsibility, or any part thereof, to the Architectural Review Committee. Residential construction shall commence within 12 months from the date of Lot purchase. Residential foundation completion will be considered as construction commencement.

2. Subsequent Improvements. Subject to the foregoing applicable restrictions, and governmental restrictions and limitations, the Architectural Review Committee shall have the sole right, power, and authority to receive and review all plans and specifications for the addition, change, repair or replacement of any Improvement, hereinafter defined, visible to the public, or which could affect the health, welfare, comfort or safety of any other property in Scenic View Estates, and to approve or disapprove the same.

3. Adherence Standards. In reviewing, evaluating, and approving or disapproving any application to make an addition, change to or repair or replacement of any Improvement the Architectural Review Committee shall determine adherence to design guidelines established from time to time by it, and design guidelines and diversity standards established by the City of Pataskala or set forth in the Development Plan, as it may be amended from time to time.

4. Requirement of Plan Approval. No person shall construct, make addition to, make any change in, or repair or replace. any Improvement in Scenic View Estates visible to the public or which could affect the health, welfare, comfort or safety of any other property or property Owner in Scenic View Estates, without the prior written consent of the Architectural Review Committee. Each Owner covenants that no tree removal, excavation, construction or other site work which would in any way alter the property from its present state shall be commenced, no building and/or structure shall be erected, and no materials shall be stored upon any property in Scenic View Estates by any Owner or his/her/their agents, heirs, successors or assigns until the Architectural Review Committee shall have approved, in writing, the plans and specifications pursuant to Section 5 of this Article. If the Architectural Review Committee disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. Approval of plans and specifications shall constitute the commitment of the Owner to make the approved

Improvement according to the approved plans and specifications within a reasonable time, not to be longer than one year for the date of approval.

5. Procedures. Prior to making any such Improvement the Owner or Owners of the property on which the Improvement is to be made shall submit two (2) sets of complete building and site plans with specifications of the buildings and structures intended to be erected to the Architectural Review Committee setting forth the following:

a) the general arrangements of the interior and exterior of the building and/or structure, including plans for all floors, cross sections and elevations, including projections and Wing-walls; the color and texture of the building materials and the manufacturers thereof; the type and character of all windows, doors, exterior light fixtures, and appurtenant elements such as decorative walls, chimneys, Driveways, and walkways; and the location of the building and/or structure including front, side, and rear setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography, and conformance of the Improvements with the master grading and drainage plan;

1) mailboxes, address markers;

2) landscaping, fencing, and screening;

3) patios, decks, gazebos, and porches;

4) signs and parking areas;

5) exterior lighting plans;

6) swimming pools, swing sets, play areas, basketball boards, and similar improvements;

7) certification that the finished Improvements will conform to the adherence standards set forth in Item C of this Article IX; and

8) such other information, data, and drawings as may be reasonably requested by the Architectural Review Committee.

b) Each Owner, by acceptance of a deed to a Parcel, further acknowledges that in considering plans and specifications submitted, the Architectural Review Committee will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed Improvements on adjacent Parcels and the effect of said proposed Improvements on the Owner's Parcel with reference to its effect upon neighboring Parcels and the overall development of Scenic View Estates.

c). Submitted specifications shall otherwise be prepared according to the requirements of the Architectural Review Committee and the restrictions contained herein.

H. Failure to Approve or Disapprove. If the Architectural Review Committee fails either to approve or disapprove any such plans and specifications within thirty (30) days after all required plans and specifications and other information has been delivered to it, it shall be conclusively presumed that the Architectural Review Committee has approved the Improvements. In disapproving any Improvement, the Architectural Review Committee shall specify the elements which are deemed objectionable. If the Architectural Review Committee disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. In addition, the Architectural Review Committee reserves the right to charge for those costs and expenses incurred by the Architectural Review Committee in the utilization of its architect or planner in the preparation, submission or resubmission of any Person's or Owner's plans and specifications for approval.

I. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of Scenic View Estates.

J. Liability Relating to Approvals. Neither Developer, the Scenic View Estates HOA, the Board, the Architectural Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successor or assigns, shall be liable to anyone submitting a proposal for approval of an Improvement 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 who submits a request for approval of an Improvement to the Architectural Review Committee agrees, by submission thereof, that Person will not bring any action or suit against any of the foregoing to recover any alleged damages. Further each Person further acknowledges that the Architectural Review Committee shall not be responsible or liable to any Person or to any other Owner in Scenic View Estates by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed to a Person or Owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

K. Review of Subdivision Plats. The various plats of portions of Scenic View Estates will contain notes affecting the Parcels in those designated areas. It is recommended that each Person or Owner of a Parcel review the plat affecting that Parcel. The following proposed common plat notes are restated and incorporated herein:

1. Drainage Easements. Within any drainage or storm water management easement areas designated on any of the recorded plats for Scenic View Estates, no structure, planting or other material shall be placed, or drainage channels or water over said easement areas. The drainage easement areas and all surface improvements constructed therewith shall be

maintained continuously by the Owner of the property upon which it is situated, except for those improvements for which a public authority or public utility company is responsible.

2. "No Build Zones" shall mean areas where construction shall not be permitted. Nothing shall prohibit over lot grading, drainage facilities, utility lines and utility structures, including above grade utility structures within the "No Build Zone."

L. Mortgagee Rights. Any institutional holder or insurer of a first mortgage upon any Parcel, upon written request to the Scenic View Estates HOA (which request shall state the name and address of such holder or insurer and a description of the Parcel) shall be entitled to timely written notice of:

1. Any proposed amendment of this Community Declaration;
2. Any proposed termination of the Scenic View Estates HOA; and
3. Any default under the provisions hereof which gives rise to a cause of action by the Scenic View Estates HOA against the Owner of the Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each institutional holder or insurer of a first mortgage on any Parcel shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Scenic View Estates HOA during normal business hours.

M. Indemnification.

1. Third Party Actions. The Scenic View Estates HOA shall indemnify, defend and hold harmless any Person who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the light of the Scenic View Estates HOA, by reason of the fact that the Person is or was a Director, Officer, employee, or volunteer of the Scenic View Estates HOA, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding, if that Person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Scenic View Estates HOA and, with respect to any criminal action or proceeding, if that Person had no reasonable cause to believe that Person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner which that Person reasonably believed to be in or not opposed to the best interest of the Scenic View Estates HOA and, with respect to any criminal action or proceeding, a presumption that the Person had reasonable cause to believe that the Person's conduct was unlawful.

2. Derivative Actions. The Scenic View Estates HOA shall indemnify, defend and hold harmless any Person who is or was a party, or threatened to be made a party, to any

threatened, pending, or completed action or suit, including all appeals, by or in the right of the Scenic View Estates HOA to procure a judgment in its favor, by reason of the fact that the Person is or was a Director, Officer, employee, or volunteer of the Scenic View Estates HOA, against expenses (including attorney's fees) actually and reasonably incurred by that Person in connection with the defense or settlement of such action or suit, if the Person acted in good faith, and in a manner that person reasonably believed to be in or not opposed to the best interests of the Scenic View Estates HOA, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such Person is finally adjudged to be liable for negligence or misconduct in the performance of that Person's duty to the Scenic View Estates HOA unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, Officer, employee or volunteer is proper under the circumstances because that person has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors or the Scenic View Estates HOA who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraph 1 or 2 of this Section, or (b) by the Members by majority vote.

4. Indemnification of Agents and Others. The Scenic View Estates HOA may, from time to time, and in its sole discretion, indemnify, defend and hold harmless any Person who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs 1 and 2 who may be indemnified, or is or was serving at the request of the Scenic View Estates HOA as a Director or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that Person or incurred by that Person in any such capacity or arising out of the Person's status as such, in the same manner and to the same extent as provided herein for Directors, Officers, employees and volunteers of the Scenic View Estates HOA.

5. Advances of Expenses. Expenses of each Person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Scenic View Estates HOA in advance of the final disposition of such action, suit, or proceeding as authorized by the Board, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such Person, to repay such amount, if it is ultimately determined that that Person is not entitled to be indemnified by the Scenic View Estates HOA.

6. Non-exclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, and shall be in addition to any other rights granted in those seeking indemnification as a matter of law, or under this Community Declaration, the regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to a Person who has ceased to be a Director, Officer, employee, member, manager, agent, or volunteer, and shall inure to the benefit of the heirs, executors, administrators of such a Person.

7. Purchase of Insurance. The Scenic View Estates HOA may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, for or on behalf of any Person who is or was a Director, Officer, agent, employee or volunteer of the Scenic View Estates HOA, or is or was serving at the request of the Scenic View Estates HOA as a director, officer, employee, member, manager, agent, or volunteer of another corporation, limited liability company, partnership, joint venture, trust or enterprise against any liability asserted against that Person or incurred by that Person in any such capacity, or arising out that person's status as such, whether or not the Scenic View Estates HOA would have the power to indemnify that Person against such liability under the provisions of this Article or of the Ohio Nonprofit Corporation Law. Insurance may be purchased from or maintained with a person in which the Scenic View Estates HOA has a financial interest.

N. Term of Covenants. This Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens shall be effective for a term of thirty (30) years at a time on all Lots unless all lot Owners vote to amend them.

O. Mutuality. All restrictions, conditions, and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Developer, and the Scenic View Estates HOA, and the present and future owners of property in Scenic View Estates, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners' respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such Property and the Owners thereof.

P. Amendment. The Developer reserves the right to amend these Covenants at any time prior to turnover of the Scenic View Estates HOA to the Owners.

Q. Severability. If any article, section paragraph, sentence, clause, or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Community Declaration shall continue in force and effect.

R. Enforcement; Waiver. Failure of the Developer, the Scenic View Estates HOA, or Owner to enforce any provision of this Community Declaration or the Governing Documents in any matter shall not constitute a waiver of any right to enforce any violation of any such provision. By accepting a deed to a Parcel, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of the provisions hereof, or other Governing Documents.

S. Notices. Notices to an Owner shall be given in writing by personal delivery, or at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot last shown by the records of the Scenic View Estates HOA, or as otherwise designated in writing by the Owner.

T. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the singular, and the use of any gender shall include all genders.

U. Captions. The caption of each article, section, and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit, or describe the scope of intent of the provisions of this Community Declaration.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

Developer has duly caused the execution of this Community Declaration on the date first hereinabove written.

SCENIC VIEW ESTATES, LLC,  
an Ohio limited liability company,

by: FDT GROUP HOLDINGS, LLC,  
an Ohio limited liability company,  
its managing member.

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By: Dmitry Filonenko, Managing Member

STATE OF OHIO:  
COUNTY OF LICKING:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by Dmitry Filonenko, the duly authorized and acting Managing Member of FDT Group Holdings, LLC, an Ohio limited liability company, the managing member of Scenic View Estates, LLC, and Ohio limited liability company, on behalf of the companies.

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Notary Public

THIS INSTRUMENT PREPARED BY:

Eric J. Wittenberg, Attorney-at-Law  
COOK, SLADOJE & WITTENBERG CO., L.P.A.  
5131 Post Road  
Suite 100  
Dublin, OH 43017