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1993 JUN 24 AM 9:39
LARRY B. MORRIS
GREENE CO. RECORDER
XENIA, O.

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SUBDIVISION RESTRICTIVE COVENANTS

The undersigned, being all of the owners of the following described property (the "Property"):

BEING DESCRIBED IN THE ATTACHED EXHIBIT "A"

do hereby make, declare and adopt the following covenants, restrictions and limitations upon the uses of the Property in furtherance of the following purposes:

- (i) The compliance with all zoning and similar governmental regulations;
- (ii) The promotion of health, safety and welfare of all owners and residents of the Property;
- (iii) The preservation, beautification and maintenance of the Property and all structures thereon;
- (iv) The preservation and promotion of environmental qualities; and
- (v) The establishment for development of the Property of requirements relating to land use, architectural features and site planning.

The restrictions and covenants are hereby declared to be covenants running with the land and shall be binding upon and inure to the benefit of any owners of any Lot within the Property ("Owners"). They are to be recorded as plat restrictions and to be read in conjunction with and considered part of the restrictions recorded in the Plat Book and covering the subdivision.

It is hereby declared that irreparable harm will result to the undersigned and the beneficiaries of these restrictive covenants by reason of violation of the provision thereof or default in the observance thereof and therefore each beneficiary (including all Owners) and the "Association", as defined in Paragraph 24 of this Declaration, shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared and established:

1. Purpose of Property. All Lots comprising the Property shall be used exclusively for single-family, private residence purposes. Any such dwelling shall not exceed two and one-half stories in height and have an attached garage of not more than three cars unless otherwise granted a variance by the Architectural Review Board (hereinafter known as "ARB").

2. Subdivision. No Lots shall be hereafter subdivided except that the owner of any two or more adjacent lots may, at his sole cost and expense, combine such Lots into a single lot. Such Owner shall be responsible for filing an amendment to the plat of River Ridge II reflecting the combination with the Greene County Recorder. The Owner of such combined Lot shall be considered to own only one Lot for all purposes.

3. Permitted Structures. The living area of each dwelling house, exclusive of one-story garages, screen porches, and open porches and basements, shall contain not less than 2,400 square feet of finished living area for a one-story dwelling and not less than 2,800 square feet of finished living area for a two-story dwelling; except as approved by the ARB. Finished walkout basements are not counted as living areas and cannot be included in square footage.

4. Approval of Permitted Structures. In addition to the minimum space requirements, no approval shall be granted unless the following have been fully complied with:

- A. No structure of a bi-level or tri-level style shall be permitted. Multi-level structures conforming to the contours of the Lot may be used if approved by the ARB.
- B. No aluminum siding, vinyl siding or plastic siding of any nature may be incorporated into the construction. Ridge vents may not be used.

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- C. No processed, pressed or particle board materials shall be incorporated into the structure (except as roof sheathing, sub-siding or sub-flooring). Only natural wood materials, stone or brick may be used.
- D. All buildings on the Property shall be placed at least 200 feet back from the center line of the existing public road and no closer than 25 feet from any side property line. Lots with specific problems with the front or the rear setback must supply to the ARB a complete site plan showing the placement of the well and septic system and appropriate screening for written approval from these variances by the ARB. This approval shall not be unreasonably withheld by the ARB.
- E. No log cabins are permitted.
- F. Every house shall have a carriage light and post at least six (6) feet in height no more than 25 feet from the edge of the blacktop. The carriage light shall be on a photo cell that remains lit during all hours of darkness. The type of carriage light must be approved by the ARB. Natural gas post lamps may be used but must be turned on during all hours of darkness.
- G. All residences shall have blacktop paved driveways except in front of garages where concrete may be used.
- H. All fireplace chimneys above the roof line shall be of masonry construction unless otherwise approved by the ARB.
- I. Any outbuildings erected or placed upon any Lot shall have same quality finish and roofing as that prescribed for the dwelling house in Paragraph 1 above. No outbuildings shall be made of unsightly material or boxed or similar lumber, and must be kept painted, stained, or varnished. All outbuildings and dog kennels shall be put to the rear of any dwelling and screened from view of adjoining properties.
- J. Roof coverings may be of wood shakes, slats, fiberglass or asphalt. Dimensional shingles such as Certainteed, Hallmark, GAF, Timberline, Tamco, Heritage or the equivalent are permitted. Standing seam metal may be used if approved by the ARB. No 3-tab standard shingles are permitted.

- K. All garages must be of a side entry or rear entry design unless specifically approved by the ARB.
- L. All dwellings must have wood sash windows. Exterior maintenance-free cladding is permitted.
- M. No skylights are permitted on a roof that is visible from the street.
- N. All satellite dishes shall have either mounds and/or evergreens that totally shield the satellite dish from public view. The vegetation planted to surround the satellite dish shall, at the time of planting, be of a sufficient height to totally block the satellite dish's view from the public. Any such system must be approved in advance by the ARB.
- O. No fencing shall be permitted in front yards except of a decorative nature. Fencing in rear yards shall be permitted only if approved by the ARB. No chain link fence is allowed except vinyl covered chain link will be allowed for tennis court fencing where wind screening is required. Examples of permitted materials are wrought iron, brick, stone, cedar and stucco.
- P. Before any construction begins on the Lot, a concrete road ditch culvert pipe of appropriate diameter must be put into the ditch at an elevation specified by the developer and approved by Sugar Creek Township and the County Engineer. The driveway must be cut and the culvert pipe and driveway area must be covered with enough gravel so that mud is not tracked onto the roadway. No construction shall begin until this is completed.
- Q. All the mailboxes in the subdivision shall conform to the details and specifications outlined in Addendum A.
- R. Any Lot Owner in River Ridge II that does not tap into the natural gas pipeline within four years of the pipeline being constructed shall pay a \$2,000 fee to Abernathy Investments.

- S. All homes in River Ridge II subdivision shall be built by a professional builder, i.e., someone who derives 90% of his income from building homes. If there is any question, the ARB shall make the final determination.
- T. No burning of construction material is permitted. Construction waste must be removed from building sites in a timely manner so as to not create an eyesore or present hazards to adjacent Lot Owners.
- U. All Lots that adjoin the Little Miami River shall put up silt fences prior to construction. These areas shall be inspected periodically during construction to make sure that no silt is released into the Little Miami River.
- V. The Lots located on the private road (Lots 12-16) shall be solely responsible for the maintenance and snow clearing of that private road. The Owners of Lots 12 through 16 shall pay into a separate fund, to be maintained by the Homeowner's Association, \$200 per year per Lot for snow removal to be done by a private contractor.

4.1 The ARB shall consist of one registered architect or design consultant experienced in residential design and one professional builder, both of whom shall be initially selected by Robert Abernathy. These people shall serve as the ARB until either removed by Robert D. Abernathy or until the Homeowner's Association has been established. At that time the Homeowner's Association shall select the architect.

4.2 No residence, building, fence, wall, hedge, walk or other structure and no grading or general landscaping shall be commenced, erected or permitted to remain on any Lot unless the plans and specifications therefore, showing the nature, kind, shape, height, material, color, scheme, and location of such structure and landscaping design have been submitted to and approved, in writing, by the ARB, its successors or assigns. In so passing upon such plans, specifications and other requirements, the ARB may take into consideration the suitability of the proposed dwelling house and the materials of which it is to be built and the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the dwelling house as planned on the outlook from the Lots of the other Owners of River Ridge II. The foundation walls of such dwelling house shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.

4.3 The ARB shall have the authority to grant reasonable variances from the above requirements. No variance shall materially inure or materially adversely effect any other part of the River Ridge II Development. No variance granted pursuant to this authority constitutes a waiver of any other provision of the Declaration as applied to any other party or any other Lot. All provisions of the Declaration not effected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted.

5. Children's Swing Sets, Climbing Structures, Etc. All swing sets and other structures left permanently outside must be constructed of wood. The wood shall be left in its natural state or painted in a subdued earth tone color. Any structures not conforming to these standards must be totally shielded from the public view.

6. Well and Septic System. Each dwelling house shall have a well and private sewage disposal system, the location and construction of which shall be approved by the Greene County Combined Health District. No outside toilets are permitted.

7. Prohibited Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may be or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort, or serenity of the occupants of neighboring Lots. In addition, no house trailers, cabins, tents, metal storage sheds, or other outbuildings are permitted on any Lot, other than those permitted by Paragraph 5 hereof, nor is any basement, garage or outbuildings of any kind to be used as a temporary or permanent residence.

8. Rubbish. The Lot and all improvements located thereon shall be kept in good order and repair, in a safe, clean and attractive condition, and maintained in a first class manner. No accumulations of garbage, trash or other debris shall be permitted on the Lot. Upon the commencement of construction (other than road construction), no tractor other than a lawn or agricultural equipment, or other construction equipment of a similar nature shall remain or suffer to remain in the public view on any Lot for a period exceeding seven (7) days. Each Owner of such Lot or the builder contracted to erect a dwelling upon such Lot, shall remove daily all trash (including cardboard materials and the like) from the Lot so that each Lot is free of debris and clutter. Each Owner or builder shall be

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responsible for keeping the streets free of mud and debris during the construction of the dwelling. The ARB reserves the right to bill the Owner or builder for the cleaning of mud and debris from the public right-of-way which they have caused to remain in that right-of-way for an extended period. Silt fence for erosion control shall be used on all low end sides of Lots during the entire construction process.

9. Containment of Rubbish. No such Lot shall be used or maintained as a dumping ground for refuse or garbage or the like. When the houses are complete, all residents shall be required to use a standard garbage container provided by any of the large waste contractors. No containers of a smaller size shall be used for any reason. All containers shall be removed from public view within twenty-four (24) hours of being emptied by the waste contractor.

10. Vehicles, etc. No worn out, discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any Lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material. Boats, trailers, motorcycles, recreational vehicles, vans, vehicles to be restored, or other similar items must be kept free from public view and must be parked within a garage or screened parking area.

11. Swimming Pools. No above ground swimming pools shall be constructed on any Lot.

12. Animals, Pets. No animals, livestock or poultry of any type shall be kept, except dogs, cats and other domestic household pets provided they are not kept, bred, boarded or maintained for any commercial purpose, and further provided that pit bulls shall not be kept. No more than three (3) household pets may be kept on any Lot. Lot Owners shall take such measures as are necessary to prevent their pets from straying on to other Lot Owner's property.

13. Signs. All individual 'For Sale' signs shall be no larger than 3' x 3'. No individual signs of any kind shall be allowed at the entrances to the subdivision except developer subdivision signs no larger than 8' x 8'. No signs of any kind except Lot number signs shall be allowed on any Lot before January 1, 1997 except the following: (i) Builder build-to-suit signs (ii) House 'For Sale' signs (not Lot 'For Sale' signs). No advertising signs, billboards or other advertising devices shall be erected, placed or allowed to remain on any Lot. No personal signs of any kind shall be allowed on the property e.g., "Harry's Hideaway", "Serene Acres".

14. Alterations of Easements. Any Lot area designated for the natural flow of surface water shall be at all times kept free from any obstruction to such natural flow of surface water. In addition each Owner shall be responsible for the maintenance of the easement area on their Lot. Any improvements made on or under any easement shall be made at the risk of the Owner of the Lot on which such improvements are made, and in no case shall any improvements, alteration or construction upon such easement be made without the approval of the Engineer of Greene County, Ohio.

15. Construction Period; Lien. All construction commenced on any Lot must be completed within eighteen (18) months after the plans and specifications have been approved by the ARB, subject to delays: delays caused by acts of God, strikes, lock-outs, or labor disputes. The other Lot Owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The Owner of the Lot, by acceptance of this deed, hereby consents in advance to such removal and to pay on demand the costs thereof, which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.

16. Maintenance of Lot. Each Lot and all improvements located thereon shall be kept in good order and repair, in a safe, clean and attractive condition, and shall be maintained in a first class manner. No accumulations of garbage, trash or other debris shall be permitted on the Lot.

17. Geothermal Heating and Cooling. Only totally enclosed systems for geothermal heating and cooling will be considered by the ARB. All heating and cooling devices that utilize the ground as a transfer or heat exchange medium must be approved by the Developer and the ARB prior to installation. Natural gas heating or electric heating is preferred.

18. Cutting of Timber. No Owner or anyone acting for or on behalf of the Owner shall cut or remove more than 5% of any timber from any Lot unless such cutting or removal is necessary to clear a portion of such Lots to construct a building, to remove dead or diseased trees, or to protect a building from potential damage in the event of windstorm. No commercial logging or dragging activities shall be permitted on any Lot. No logs/timber cut for any reason on any Lot shall be sold, bartered or traded. No timber may be removed from any homesite prior to 30 days before the start of construction.

19. Planting of Grass. All Lots that are not built upon or under construction by April 1, 1993 shall have all open areas that are not wooded sown in a perennial grass, e.g., Kentucky Blue Grass, a blend of fescue, etc. The area shall be sown at the rate of at least eight (8) pounds of seed per 1,000 square feet and covered with straw. All areas of grass on all the Lots shall remain cut at all times. All areas in grass shall be cut all the way to the edge of the blacktop road. The areas that are not cut and kept in a neat appearance on a regular basis shall be cut by a commercial operation retained by the Association and the resulting bill shall become the responsibility of the Lot Owner.

20. Adjoining Owners' Fencing. The Owners of Lots next to adjoining lands that have farm fence shall build, keep up and maintain in good repair, in equal shares, all partition fences between them. The fact that any land or tract of land is wholly unenclosed or is not used, adapted or intended by its Owner for use for agricultural purposes shall not excuse the Owner thereof from the obligations imposed by Section 971.01 ET. SEQ. of the Ohio Revised Code on him as an adjoining Owner.

21. Spring Preservation. No Lot Owner that has a natural spring on his Property shall dam, alter, pollute or in any way change its present configuration or flow.

22. Access. No lots in River Ridge II subdivision shall be used for access to adjoining grounds by vehicular traffic except for those that are indicated for future access on the River Ridge II Preliminary Design Plan. Access by farm machinery and/or garden equipment shall be allowed for agricultural purposes only.

23. Erosion Protection. In addition to silt fencing around lots, those lots adjacent to the Little Miami River with steep slopes and embankments shall take especial care with regard to erosion protection. Mulch netting and/or special seeding mixture is required in areas disturbed by construction.

24. Unit Owners Association.

24.1 Declarant has caused or will cause to be formed an Ohio corporation not for profit called "River Ridge II Owner's Association" (the "Association"), which shall be responsible for the administration of this Declaration, the ARB, maintenance for the entry ways and facades, and other matters pertaining to the subdivision that its members elect to pursue. Each Lot Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association, and no party other than a Lot Owner shall be a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Lot, at which time the new Owner of such Lot shall automatically become a member of the Association.

The Association shall have one class of voting membership as follows: All Owners shall be member of the Association and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Except as otherwise provide by law, there shall be a quorum at any meeting of Lot Owners where Lot Owners in good standing are present, in person or by proxy. The voting rights of the Lot Owners shall be set forth in greater detail in bylaws (the "Bylaws") to be adopted at the first meeting of the Association to be held not later than December 1, 1996 at a time and place selected by Robert Abernathy, his successors or assigns. The board of Managers and officers of the Association elected or appointed as provided in the Bylaws shall exercise the powers, discharge the duties and be vested with the rights conferred by the operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided.

24.2 Service of Process. The person to receive service of process for the Association until the President of the Association is a Lot Owner shall be Robert Abernathy. After a President is elected who is a Lot Owner, his or her name and address (and that of each successor) shall be filed with the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

24.3 Assessments. The Association shall have the right to assess each Lot Owner an annual assessment to pay for the costs of operating the Association, which assessment shall be \$100.00 per year and which shall be uniform for each Lot, subject to increase by the Association pursuant to Paragraph 26.

24.4 Special Assessments for Common Drive to Lots 12 through 16, Inclusive. The Association shall have the right to assess the Lot Owners of Lots 12 through 16, inclusive (the "Benefitted Lots"), for the perpetual maintenance of the common drive that benefits the Benefitted Lots. Any assessments levied pursuant to this Paragraph 24.4 shall be segregated from other assessments levied under Paragraph 24.3 and shall be used for no purpose other than the maintenance of the common drive for the Benefitted Lots. Should any assessments levied under this Paragraph 24.4 exceed the amount needed for such maintenance, the Association shall refund the excess to the Lots Owners of the Benefitted Lots, on a pro-rata basis. All other provisions of this Declaration shall apply to and govern any assessments levied under this Paragraph 24.4 to the extent they are not inconsistent with this Paragraph 24.4, in which case, the provisions of this Paragraph 24.4 shall control.

25. Remedies. A breach of any of the covenants, conditions, reservations, or restrictions hereby established shall give cause to each and every other Lot Owner and the Association for the enforcement thereof, and these covenants, conditions, reservations and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Owner of any other Lot or the Association.

The breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations, or restrictions shall be binding upon and effective against any such mortgagee or Owner.

No delay or omission on the part of the Owners of other Lots or the Association in exercising any rights, power, or remedy herein provided, or in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, except as expressly provided herein.

In the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgement or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations or restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Ohio.

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26. Duration of Covenants. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times and against the Owner of any Lot, regardless of how he acquired title, until January 1, 2030, on which date these covenants, conditions, reservations and restrictions shall be automatically renewed unless the then majority of Owners of the River Ridge Plat elect to not have them renewed. If that happens, the restrictions shall terminate and thereafter be of no further legal or equitable effect on such premises or any Owner of River Ridge II. Any or all of these restrictions except for Paragraph 14 ("Alterations of Easements") may be amended, in whole or in part, or terminated by written instrument, executed by a majority of the then current homeowners of the River Ridge II; notwithstanding the foregoing, no amendment to the covenants, conditions, reservations or restrictions shall cause: (i) any Lot to be unbuildable under general residential building practices then in effect in the community; and/or (ii) any provision as presently set forth in Paragraph 3 hereof to be amended as to square footage of size of house or garage.

27. Easements. Declarant reserves for the benefit of Declarant, all Owners, occupants of Lots and the Association easements for street monuments and any other monuments or markers installed for the use and benefit of Owners and occupants of Lots, which such easements shall be more particularly described and located in subsequent amendments to this Declaration. No Improvement may be placed on any part of any Lot that will materially impede the free and normal use of those easements. Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the easement areas in order to install, maintain, repair, use and/or replace such monuments and markers. Declarant, its successors and assigns, shall carry liability insurance protecting against damage to such monuments and markers and the related easement area. The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the 15th day of May 1993.

Signed and acknowledged in the presence of:

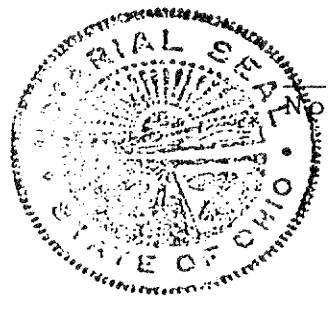
ABERNATHY INVESTMENTS, INC., AN OHIO CORPORATION

Binda S. Wendling
William H. Frapwell

Robert D. Abernathy
Robert D. Abernathy, President

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 15 day of May, 1993, by Abernathy Investments, Inc., by Robert D. Abernathy, President



William H. Frapwell
Notary Public

WILLIAM H. FRAPWELL, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

This Instrument prepared by Abernathy Investments Inc.

EXHIBIT A

Situated in the Township of Sugarcreek, County of Greene and in the State of Ohio and being Lots Numbered (39), FORTY (40), FORTY-ONE (41), FORTY-TWO (42), FORTY-THREE (43), FORTY-FOUR (44), FORTY-FIVE (45), FORTY-SIX (46), FORTY-SEVEN (47), FORTY-EIGHT (48), FORTY-NINE (49), FIFTY (50), FIFTY-ONE (51), FIFTY-TWO (52), FIFTY-THREE (53), FIFTY-FOUR (54), FIFTY-FIVE (55), FIFTY-SIX (56), FIFTY-SEVEN (57), FIFTY-EIGHT (58), FIFTY-NINE (59), SIXTY (60), SIXTY-ONE (61), SIXTY-TWO (62), SIXTY-THREE (63), SIXTY-FOUR (64), SIXTY-FIVE (65), River Ridge II, Section Two as recorded in Plat Book 28, Pages 78, 79, 80 and 81 of the Greene County Records.

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AMENDMENT TO SUBDIVISION RESTRICTIVE COVENANTS

FOR RIVER RIDGE II

Section One and Section Two

THIS AMENDMENT TO SUBDIVISION RESTRICTIVE COVENANTS (this "Amendment") is made this 1 day of ~~May~~ ^{June}, 1993 by the undersigned under the following terms and conditions:

A. On November, 3, 1992, the undersigned recorded subdivision restrictive covenants for the River Ridge II Section One subdivision, which is recorded in Volume 659, Page 477 of the Official Records of Greene County, Ohio (the "Restrictions"). **

B. The undersigned now desires to amend the Restrictions, for both Sections One and Two.

NOW, THEREFORE, the undersigned hereby amends the Restrictions as follows:

1. Paragraph 4, Section G will be deleted in its entirety and the following paragraph substituted in its place:

All Lot Owners shall have their driveways paved with either blacktop, concrete, or other impervious material as approved by the ARB.

2. Paragraph 4, Section P will be deleted in its entirety and the following paragraph substituted in its place:

Before any construction begins, a concrete culvert pipe must be put into the roadside ditch for the driveway. The specific size and elevation of the pipe shall be specified, inspected and approved by the County Engineer until the roads are dedicated. After dedication, the responsible authority will be Sugarcreek Township. The driveway area must be covered with enough gravel before the construction begins so that no mud is tracked onto the roadway. Failure to do any of these things shall result in an immediate \$500.00 fine payable to the Homeowner's Association. Failure to pay this fine within ten (10) days of notification shall give the Homeowner's Association or the developer the right to file a lien on the property immediately.

1993 JUN 24 AM 9:40
LARRY B. MORRIS
GREENE CO. RECORDER
GREENE, OHIO

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** On June 24, 1993, the undersigned recorded subdivision restrictive covenants for the River Ridge II Section Two, which is recorded in Volume 722, Page 236 of the Official Records of Greene County, Ohio (the "Restrictions")

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3. Paragraph 4, Section R will be deleted in its entirety and the following paragraph substituted in its place:

Lots 2, 3, 4, 5, 6, 7, 8, 11, 12, 14, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 29, 30, 31, 32, and 33 in River Ridge II, Section I, shall owe Abernathy Investments, Inc. a \$2,000 fee if they do not tap into the natural gas pipeline by January 1, 1997.

Lots 1, 9, 10, 13, 21, 22, 23, 28, 34, 35, 36, 37, and 38 of River Ridge II, Section I and all of the Lots in the remaining Sections (II, III and IV) in River Ridge II shall pay a \$2,500 deposit for natural gas at Closing. This deposit shall be held in a non-interest bearing escrow account in a bank of the developer's choosing to be refunded to the Purchaser when he taps into the natural gas line for his dwelling. If the Purchaser does not tap into the natural gas line for his dwelling by January 1, 1998, the \$2,500 fee shall be forfeited to Abernathy Investments.

Any Lot Owner in River Ridge II that does not connect into the Dayton Power & Light powerline by January 1, 1997, shall pay a \$2,000 fee to Abernathy Investments.

4. At the end of paragraph 4.2, the following language shall be added:

Submission of the House and Site Design Review Application and The Landscape Design Review Application with a copy of the final working drawings will be submitted in accordance with the provisions of this subparagraph.

5. Paragraph 11 of the Restrictions shall be deleted in its entirety and the following paragraph substituted in its place:

No above ground swimming pools shall be constructed. Approved in-ground pools will be totally shielded from public view with mounding and/or mature evergreen material. The water for the yearly or bi-yearly filling of pools shall be transported in from outside the River Ridge II subdivision. In accordance with paragraph 4.2, any proposed tennis court must be submitted to the ARB prior to construction. Any approved tennis court must be totally shielded from public view with mounding and/or evergreen material.

walls of such dwelling house shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.

- C. The Owner agrees and understands that starting the building or clearing the Lot before the Builder Agreement Form is executed and the building plans are approved will cause irreparable harm to the River Ridge II subdivision. Failure to comply with paragraphs 4.2A and 4.2B shall result in the Owner being fined \$1,000.00, which such fine shall be immediately payable to the Homeowner's Association. Failure to pay this fine within ten (10) days of notification shall give the Homeowner's Association or Abernathy Investments the right to file an immediate lien on the Owner's Lot for the amount of fine.
- D. Any builder building in River Ridge must derive 90% of his income from building residential homes.

WITNESS THE EXECUTION HEREOF as of this ___ day of September, 1993.

ABERNATHY INVESTMENTS, INC.,
an Ohio corporation

By: _____
Robert D. Abernathy,
President

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of September, 1993 by Robert D. Abernathy, President of Abernathy Investments, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

AMENDMENT TO SUBDIVISION RESTRICTIVE COVENANTS

FOR RIVER RIDGE II

THIS AMENDMENT TO SUBDIVISION RESTRICTIVE COVENANTS (this "Amendment") is made this _____ day of September, 1993 by the undersigned under the following terms and conditions:

A. On November 3, 1992, the undersigned recorded subdivision restrictive covenants for the River Ridge II subdivision, which is recorded in Volume 659, Page 477 of the Official Records of Greene County, Ohio (the "Restrictions").

B. The Restrictions were amended on May __, 1993, which such amendment is recorded in Volume __, Page __ of the Official Records of Greene County, Ohio.

C. The undersigned now desires to further amend the Restrictions.

NOW, THEREFORE, the undersigned hereby amends the Restrictions as follows:

1. Paragraph 4.2 of the Restriction shall be deleted in its entirety and the following paragraphs substituted in its place:

4.2 No building, clearing or work of any kind will be commenced on any Lot until the following requirements are met:

A. The Owner and the builder chosen by the Owner complete the Builder Agreement Form attached to this Declaration as Addendum A, submit it to the ARB for builder approval, and the ARB approves the builder.

B. No residence, building, fence, wall, hedge, walk or other structure and no grading or general landscaping shall be commenced, erected or permitted to remain on any Lot unless the plans and specifications therefore, showing the nature, kind, shape, height, material, color, scheme, and location of such structure and landscaping design have been submitted to and approved, in writing, by the ARB, its successors or assigns. In so passing upon the such plans, specifications and other requirements, the ARB may take into consideration the suitability of the proposed dwelling house and the materials of which it is to be built and the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the dwelling house as planned on the outlook from the Lots of the other Owners of River Ridge II. The foundation

EXHIBIT A

Situated in the Township of Sugarcreek, County of Greene and in the State of Ohio and being Lots Numbered ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31), THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), THIRTY-EIGHT (38), River Ridge II, Section One as recorded in Plat Book 27, Page 127-130 of the Greene County, Ohio records.

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Situated in the Township of Sugarcreek, County of Greene and in the State of Ohio and being Lots Numbered THIRTY-NINE (39), FORTY (40), FORTY-ONE (41), FORTY-TWO (42), FORTY-THREE (43), FORTY-FOUR (44), FORTY-FIVE (45), FORTY-SIX (46), FORTY-SEVEN (47), FORTY-EIGHT (48), FORTY-NINE (49), FIFTY (50), FIFTY-ONE (51), FIFTY-TWO (52), FIFTY-THREE (53), FIFTY-FOUR (54), FIFTY-FIVE (55), FIFTY-SIX (56), FIFTY-SEVEN (57), FIFTY-EIGHT (58), FIFTY-NINE (59), SIXTY (60), SIXTY-ONE (61), SIXTY-TWO (62), SIXTY-THREE (63), SIXTY-FOUR (64), SIXTY-FIVE (65), River Ridge II, Section Two as recorded in Plat Book 28, Pages 78, 79, 80 and 81 of the Greene County Records.