

AMENDMENT TO COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS FOR
STILSON HIGHLANDS, SECTION NO. 5

This Amendment to Covenants, Conditions, Restrictions, Reservations, Easements and Rights for Stilson Highlands, Section No. 5 is made and entered into effective as of _____, 2012.

BACKGROUND

A. The undersigned (collectively the “Lot Owners” and singularly a “Lot Owner”) are all of the record owners of fee simple title to the following real property (collectively the “Lots” and singularly a “Lot”):

Situated in the State of Ohio, in the County of Franklin, and in the City of Columbus, and bounded and described as follows:

Being Lots No. One Hundred Two (102) through One Hundred Twenty-Four (124), inclusive of Stilson Highlands, Section No. 5, as the said lots are numbered and delineated upon the recorded plat thereof, of record in Plat Book 62, Page 81, Recorder’s Office, Franklin County, Ohio.

B. The Lots are subject to a certain set of Covenants, Conditions, Restrictions, Reservations, Easements and Rights as set forth in that certain Warranty Deed, filed for record on May 15, 1985 in Official Record Volume 05701, Page B20, re-recorded on May 17, 1985 in Official Record Volume 05712, Page H02 (the “Restrictive Covenants”). The Lots are sometimes hereinafter collectively referred to as the “Subdivision.”

C. The Lot Owners desire to amend and extend the Restrictive Covenants to continue to provide for the preservation of the values and amenities of the Stilson Highlands subdivision, all as set forth herein.

AMENDMENTS

1. Article 1 – Section (A) Land Use of the Restrictive Covenants is hereby amended by adding the following at the end thereof:

“No other structure shall be constructed, erected, placed or permitted to remain upon any Lot. The word “structure” as used herein includes any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to, an above-ground swimming pool, detached outbuilding or storage building, barn, greenhouse, coop, cage, animal run, house trailer or any other temporary or permanent improvement on such Lot. No building/residence shall be used as a rooming house, group home, commercial foster home or fraternity/sorority house. No building/residence shall be rented for hotel purposes (defined as a rental for a period of less than 90 days). No building/residence may be inhabited at any time by a “registered sex offender” as that term is defined from time to time by the Ohio Revised Code. No chain link, cyclone, wire or similar type of metal fencing shall be constructed on any Lot. No fence of any material which exceeds six feet in height shall be constructed on any Lot. All shrubs, landscaping, grass and plantings of every kind whatsoever

shall be kept well maintained by all Lot Owners. Each Lot Owner shall clear and discard dead trees and limbs from their Lot. All Lots shall be maintained and kept in a reasonably clean condition and free from filth, garbage, noxious weeds, refuse or other debris, hazardous objects or conditions such as excavations, holes and dead or dying trees so as to afford safe passage and use, and all improvements thereon shall be maintained in a state of good repair. No window air conditioning unit shall be permitted in any building/residence in any window that is visible from any street in the Subdivision.

2. Any and all architectural review and/or plan approval functions and responsibilities and all other enforcement powers and authority vested in the "Grantor" pursuant to Article I - Section (D) Plan Approval of the Restrictive Covenants or elsewhere in the Restrictive Covenants shall from hereafter be entirely vested in and the responsibility of the Board of Directors of the Stilson Highlands II Civic Association, Inc. (the "Association").

3. Article I – Section (P) Antennas of the Restrictive Covenants is hereby amended to read in its entirety as follows:

“(P) ANTENNAS: No television or radio antennas or dish-type satellite signal stations or receivers shall be permitted on the exterior of any house or building or on any Lot except satellite dish receivers which are less than one (1) meter in diameter and also not visible from any street in the Subdivision. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision.

4. Article II – Section (A) Term of the Restrictive Covenants is hereby amended to read in its entirety as follows:

“(A) TERM: These Restrictive Covenants, as amended hereby, are to run with the Lots and shall be binding on all Lot Owners of the above-described real estate until January 1, 2020, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years, unless and until an instrument signed by a majority of the Lot Owners is recorded, agreeing to change said Restrictive Covenants in whole or in part.”

5. A new Article II – Section (D) Assessments is hereby added to the Restrictive Covenants and shall read as in its entirety as follows:

“(D) ASSESSMENTS: The Association shall be empowered to collect assessments for the maintenance of any common areas and for all other matters deemed appropriate by the Association. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method calculation of the amount assessed against each Lot, and the time when the same is due. The assessment may be billed in a lump sum or in installments, as the Association shall in its sole discretion determine. No assessment shall become due and payable unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least thirty (30) days prior to the due date thereof, or, if payable in installments, the due date of the first installment. Notwithstanding anything contained herein to the contrary, no annual assessment hereunder shall exceed the Maximum Allowable Assessment (as hereafter defined), unless and except approved by at least 66.67% of all Lot Owners. The "Maximum Allowable Assessment" shall be equal to \$200.00 per Lot for the year 2012, and shall increase each year thereafter by an amount equal to five percent (5%) per year.”

6. The terms and provisions of the Articles of Incorporation of the Association, as previously filed with the Ohio Secretary of State, and the terms and provisions of the Code of Regulations of the Association, as filed with the Franklin County, Ohio Recorder's Office as Instrument No. 201111180150931 are incorporated herein by this reference.