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Bryan A. Long Licking County Recorder

**Modification of Restrictive Covenants, Conditions and Other Restrictions Applicable to
Harbor Hills, Plat No. One (1) and Plat No. Two (2)**

This instrument is intended to operate as a modification of the use and building restrictions and covenants and all other restrictions applicable to the following described premises:

Being situated in the State of Ohio, County of Licking and Township of Licking, and being more particularly described as the subdivision known as Harbor Hills, Plat No. One (1) as the same is delineated upon the plat thereof recorded in Volume 4, pages 91 and 92, and as amended at Volume 5, page 131 et seq. of the Plat Records of Licking County, Ohio, and Plat No. Two (2), Volume 4, Pages 103 and 104 of the Plat Records of Licking County, Ohio.

The original restrictions and other covenants are contained in a deed from The Lake Development Company to Joseph T. Sprague, dated September 23, 1922, filed for record September 23, 1922, and recorded in Deed Volume 260, page 508 et seq. for Plat No. 1 and Deed Volume 268, Page 220 et seq. for Plat No. 2, in the Recorder's Office of Licking County, Ohio. These original restrictions were last modified (prior to this filing) in Instrument Number 202112210038784, Licking County Recorder's Office.

This Modification is administrative and organizational in nature, rather than substantive, and the undersigned officers of the Harbor Hills Civic Association indicate the approval and adoption hereof by the Board of Trustees of the Harbor Hills Civic Association.

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Code of Regulations

And Building Restrictions

REVISION: 2023

HARBOR HILLS CIVIC ASSOCIATION

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GENERAL PROVISIONS

1. INTRODUCTION

The Harbor Hills Civic Association (HHCA) is the official governing body of our community. It is comprised of all property owners in Harbor Hills. An annual meeting is held at the Harbor Hills Country Club. Any problems of general interest are discussed at that time. A Board of six persons is elected by the members to conduct business at this meeting and throughout the year.

This instrument is intended to operate as a modification of the use and building restrictions and covenants and all other restrictions applicable to the following described premises:

Being situated in the State of Ohio, County of Licking and Township of Licking, and being more particularly described as the subdivision known as Harbor Hills, Plat No. One. (1) as the same is delineated upon the plat thereof recorded in Volume 4, pages 91 and 92 and as amended at Volume 5, page 131 of the Plat Records of Licking County, Ohio, and Plat No. Two (2), Volume 4, pages 103 and 104 of the Plat Records of Licking County, Ohio.

The original restrictions and other covenants are contained in a deed from The Lake Development Company to Joseph T. Sprague, dated September 23, 1922, filed for record September 23, 1922, and recorded in Deed Volume 260, page 508 for Plat No. I and Volume 268, Page 220, of the Deed Records of Licking County, Ohio for Plat No.2, of the Recorder's Office of Licking County, Ohio.

2. INTERPRETATION

1. The abbreviation "HHCA" used herein shall mean The Harbor Hills Civic Association, a nonprofit Ohio corporation which operates as an association of the owners of lots in Harbor Hills, Plat No. One (1) and Harbor Hills, Plat No. Two (2) and as the assignee of the owners/developer of the subdivisions referred to as the "Company" in the deed restrictions contained in the instruments recorded in Deed Volume 260, page 508 et seq., and Deed Volume 268, page 220 et seq., records of the Recorder's Office, Licking County, Ohio.

2. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions, and charges herein set forth.

3. The HHCA or its committees as authorized by its by-laws shall have the right to construe and interpret these restrictions, and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.

4. In all cases said restrictions shall be given that interpretation or construction which will best tend toward the consummation of the general plan aforesaid and toward their strict enforcement, and if necessary, they shall be extended or enlarged by implication as to make them fully effective.

5. No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the action and in the manner provided in Article VI of this instrument.

6. No covenants, provisions, conditions, restrictions, or recitals in any subsequent deed or deeds for said property shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as they may be made under Article VI of this instrument. The prohibition of nuisance set forth in the original deed restrictions shall remain effective.

7. All the restrictions herein contained shall be construed together, but if it shall be held that any restriction, or any part of any restriction is invalid or unenforceable, no other restriction or restrictions or any part thereof shall be thereby affected or impaired.

8. All the restrictions herein set forth are made and created in consideration of the benefits to accrue to all the property hereinbefore described and to the parties to this instrument and to all persons who may be or become owners of any of said property, and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.

3. DEFINITIONS

1. **Building:** a permanent structure residence, garage or storage building in which the exterior surfaces must include any cantilevered rooms, porches, exterior stairs, elevated landings and building trim, when determining placement within plat building lines or building setback fines and building height restrictions. Building roof overhangs are defined below.
2. **Building Line:** lines on the building plats that confine buildings to a minimum distance from property lines.
3. **Building Roof Overhang:** portion of roof and gutter extending beyond the building extremity below. This portion of the building can be no less than 5 feet of building lines. If overhangs are more than 12", including gutters then the remainder of the building must move away from the building line accordingly.
4. **Catch Basin:** below grade collection and distribution basin for storm water runoff from buildings and surrounding soil to community storm water piping system.

5. **Decorative Fence:** A low fence not to exceed 36" in height that gives definition to the space, but still allows unobstructed views. At the discretion of the Building Committee and the Trustees existing fences that exceed 36" in height and/or are more than 50% in disrepair shall be repaired or removed.
6. **Detached Garage:** any garage that does not have a door that opens directly into the home or dwelling from the garage. If the garage does not share a wall with the home it is detached. A detached garage is separate from the house, even if it is attached with a breezeway with the same roof line. You have to physically walk out of the garage to the home. A completely detached garage also does not have a continuous roofline attaching it to the home or dwelling. Detached garages that do connect to the home by a continuous roof are often referred to as an "attached detached garage." MLS lists all three types of garages: attached, detached, attached-detached.
7. **Drainage Plan:** detached garages must have gutters and downspouts as well as swales and waterways to contain runoff to the yard.
8. **Easement or right-of-way:** (As described in Article III. Easements)
9. **Fence:** a solid fence, of any material (i.e. wood, composite material, stone, brick)
10. **Floor Level:** those areas of a building having a floor to ceiling height of seven feet or more.
11. **Foundations:** constructed of masonry, concrete, and the footings shall extend 32" deep. The finish slab shall not be less than 4" above the mean elevation of the detached garage site.
12. **Front or Street Setback:** a line measured from street facing property line/street right-of-way (not from the street paving.) This is required to protect frontal views and desirable landscape architecture from residence to residence.
13. **Frontage:** the street side of properties from structures or buildings to the fronting street of the legal address of the property. This side of the building will contain the front entrance door of the residence.
14. **Garage Floor:** floor surfaces shall be constructed of concrete.
15. **Gazebo:** a structure, as an open latticework pavilion or summerhouse.
16. **Grade:** Soil surface adjacent to building and other structures permitted in these restrictions.

17. **Hard Surface Driveway:** concrete, blacktop, or brick paver.
18. **Home / Dwelling:** a house or place of residence.
19. **Lot Coverage:** The percentage of the area of the lot that is allowed to be covered by the dwelling and all accessory buildings within the lot.
20. **Manufactured Home:** Any non-self-propelled vehicle transportable in one or more sections, and which is built on a permanent chassis and designed to be used as a permanent dwelling unit with or without a permanent foundation when connected to the required facilities, including plumbing, heating, and electrical systems contained therein.
21. **Mobile Home:** A transportable factory-built home, designed to be used as a year-round residential dwelling, whether erected with or without a permanent foundation.
22. **Overhang:** extension of the roof on any side beyond the building or building walls.
23. **Premises:** a single lot in said tracts as designated and delineated upon the plats thereof, of Harbor Hills, Plat No. One (1) and Plat No. Two (2), and of record as aforesaid, or a single lot and fraction or fractions of an adjoining lot or lots, or fractions of two or more adjoining lots aggregating in width and length as great dimensions as either of the lots of which they form a part.
24. **Property Line:** A recorded boundary of a plot. It is the owner's responsibility to know where and how to locate the property lines. Harbor Hills assumes that the owner knows this information. Errors due to lack of property line knowledge will cause delays and additional expense.
25. **Rear Setback:** a line measured from lake or golf course facing property line and on some their properties.
26. **Required:** needed; essential; necessary.
27. **Road:** any street, highway, or other thoroughfare shown on said plats of Harbor Hills, of record as aforesaid, or hereafter laid out in said tract, whether designated as a street, avenue, drive, road, place, land alley, pathway, or otherwise.
28. **Sleeping Quarters:** any area used for the purpose of sleep.

29. **Storm Runoff:** Storm water from the building and grade to that properties and or catch basins and the community drainage system.
30. **Story or Floor Level:** the occupiable level of a building defined as follows:
- a. Basement or slab-grade level: that eve of the building in which at least three of four walls or 75% of walls have floor level 5 feet minimum below exterior grade. This level is not included in maximum building height requirements. Ceiling height 7 feet 6” minimum.
 - b. First Floor: first occupiable level above grade. 8 feet ceiling height minimum.
 - c. Second floor: the Occupiable floor above First floor. Ceiling height to be 8 feet minimum except where second level is within the roof structure (for instance a Cape Cod with dormers) where ceiling may be 6 foot 6 inches minimum at the perimeter. The 8 feet height must be maintained over at least 50% of the floor area.
31. **Structure:** constructed entities on properties as permitted in these restrictions.
32. **Swale:** depressed portions of “Grade” constructed to carry storm runoff to catch basin and the community drainage system.
33. **Tract:** the entire property and all the individual lots known as Harbor Hills, Plat No. One (1) and Plat No. Two (2) in Licking County, Ohio.
34. **Variance:** exception to Building Restrictions.
35. **Waiver:** approval of a variance to the Building Restrictions.
36. **Yard:** an open space, other than a court, on the same lot with a building.
37. **Yard, Front:** a yard extending across the full width of a lot and having a depth equal to the shortest distance between the front line of the lot and the nearest portion of the dwelling, including an enclosed or covered porch. Where a building line or other line for designation of future street width has been established, the front yard depth shall be measured from such line instead of from the front line of the lot.
38. **Yard, Rear:** a yard extending across the full width of a lot and having a depth equal to the shortest distance between the rear line of the lot and the dwelling.

39. **Yard, Side:** a yard between the side line of the lot and the dwelling extending from the front yard to the rear yard and having a width equal to the shortest distance between said side line and the dwelling.

DEVELOPMENT AND USE RESTRICTIONS

ARTICLE I. USE RESTRICTIONS

A. USE OF LAND

1. No building or buildings of any kind shall be erected or maintained on said tract except single family dwelling houses, detached garages, small storage buildings, swimming pools, and gazebos. Only one of each such structure shall be erected on any premises, each designed and constructed for use by a single family, all of which shall be built and maintained pursuant to the standards as set forth in Article II of this instrument.

2. Each storage building, in-ground swimming pool and/or gazebo shall be erected only on the premises where a house is situated. All such structures must be located within the building lines. No building or structure shall be erected within setbacks or across existing plat lines even when the plats are commonly owned. Elevated pools are not permitted other than seasonal portable play pools, slides, etc.

3. Detached Garages:
- a. Can only be built on a lot with a home / dwelling.
 - b. The exterior color, design, and/or material shall be compatible with the home/dwelling.
 - c. Must be built and inspected per Licking County building code and to the standards, restrictions and definitions established by Licking Township and the Harbor Hills building code.
 - d. Must be built within the build lines specified in the Harbor Hills building code, which may include a side lot line variance from Licking Township from ten (10) to six (6) feet where applicable.
 - e. May have a Bathroom and/or Kitchen area, but no Sleeping quarters.
 - f. Are not permitted in front yards or in front of dwellings.

g. Shall not consist of more than one floor level. For the purposes of this subsection, a floor level is defined as those areas of a building having a floor to ceiling height of seven (7) feet or more.

h. Must have a man door for egress.

i. Must have gutters and downspouts as well as swales and water ways as needed to contain any run off from the roof, driveway, and apron.

j. Must have at least one window to the outside to allow natural light to the main floor area.

k. Shall not have overhead doors that exceed nine (9) feet in height.

l. Shall not have exterior walls exceeding ten feet in height. Must have hard surface driveways leading to the street.

m. Must have a minimum twenty-one (21) foot hard surface driveway leading to the garage if the street setback is unspecified from the front or the driveway leads to a side yard street of a corner lot.

n. Shall not occupy more than 45 percent (45%) of the total side and rear yard; also, no detached garage shall exceed the greater of either: (1) Seven hundred twenty (720) square feet; or (2) One-third (1/3) of the minimum ground level net floor area for living quarters of the residence. Detached garages on lots where no attached garage space is included within the dwelling, the accumulated floor area of the accessory buildings which includes detached garage, shed, and gazebo, shall not exceed ten percent of the area of the lot or two thousand two hundred twenty-four (2,224) square feet, whichever is less.

o. Shall not exceed eighteen (18) feet in height determined by a straight vertical line measured from the slab level to the highest point of such garages. Roof pitch must match the greatest portion of the dwelling unless to do so exceeds the overall height limits listed above. No roof shall be constructed with less than a 4:12 pitch regardless of the roofing material.

4. Pole Building or Post Frame type construction as well as metal wall panels, standing seam metal wall panels, and corrugated metal wall panels are not acceptable in Harbor Hills.

5. Landscaping, including driveways, sidewalks, plants, and grasses shall be in harmony and maintained consistency with the architecture of the premise structures. Trees,

plants, and decorative shrubs should not obstruct roadway views that would create a hazard or obstruct neighbor views.

6. Revisions to the soil surface of a property to accommodate a new structure or building or for any other reason, shall be performed in such a manner that storm water runoff from the new structure or property is not increased in quantity or duration beyond the original conditions of storm water runoff to adjacent properties. Swales and catch basins shall be provided by the property owner to assure the above condition.

7. Owners of premises may maintain a portion of their residences as an office for occasional business transactions or for their own personal use, but may not conduct business which is so extensive as to detract from or interfere with the residential quality of this community. No signs of a business or commercial nature shall be permitted on the premises within the tract provided they are removed thirty (30) days after completion of contracted work. Real Estate signs must be removed seven (7) days after the sale of the property. Political signs are permitted provided they are placed no earlier than thirty (30) days prior to the election, and removed within seven (7) days after the election.

8. No owner of any premises shall allow the open and visible storage on any premises of any vehicles, trailers, boats or campers which are apparently inoperable or disassembled and which do not have a current license thereon. These items which are owned by the owner of the premises or members of the household may be stored on his premises only so long as they remain in such condition of repair that they are readily usable. No permanent visible outdoor storage at Harbor Hills of watercraft or trailers (any type), campers or RVs permitted. For cleaning or maintenance purposes, 1-unit temporary parking is allowed from Wednesday to the following Monday night, twice a year. One watercraft with trailer is permitted from October 15 until April 1. No semi-trucks are permitted to be parked overnight. Sixty (60) days after notification of a violation of this provision, those who continue to be in violation are subject to a \$100/month assessment per violation.

9. Manufactured Housing/Mobile Home: These are not approved under the Ohio Building Code. Manufactured or mobile homes shall not be constructed, installed, or placed on any lot.

10. Setbacks:

a. When not shown on plats the rear building line is automatically established at six (6) feet by deed restrictions for a rear five (5) foot right-of-way on all properties. The six (6) feet requirement is for fire separation

purposes. In other words, rear lot lines facing adjacent Harbor Hills plots are treated the same as side lot lines.

b. Side setbacks are always six (6) feet minimum. This is required to provide for a 10 feet right-of-way for community utilities and their maintenance. It is also essential to prevent spread of fire. The extra twelve (12) inches each side allows for up to twelve (12) inch overhangs including gutters.

c. A thirty-five (35) foot front or street setback will be required UNLESS adjacent homes do not conform to setback. In such cases setback of new structure must match adjacent building setbacks.

d. Exceptions or waivers to setback requirements when abutting adjacent Harbor Hills properties will not be granted.

11. All premises shall be kept free and clear from unsightly or obnoxious weeds and grass. If the owners or occupants shall fail to keep premises in the conditions above required, then the Company may enter thereon and cut and remove such grass or weeds in the same manner as other nuisances.

12. No board or other fences or hedges shall be permitted on any premises excepting ornamental fences and hedges, the design of which has been approved by the Company, and if the owners or occupants of any of said premises shall fail to keep the same in the conditions above required, then the Company may enter thereon and alter or destroy and remove such fence or hedge in the same manner as other nuisances.

B. DURATION OF RESTRICTIONS

All the restrictions contained herein shall continue in force for a period of twenty (20) years from the date of filing, April 12, 2017 of this instrument with the Licking County Recorder for recording. These same restrictions shall automatically be renewed for successive periods often (10) years thereafter until an appropriate instrument in writing which terminates, annuls, waives, changes, enlarges, or modifies them shall be filed for record with the Licking County Ohio Recorder. Such instrument must be signed, executed, and acknowledged in the same manner as a deed by the HHCA or its successors or assigns and be approved by a majority in number of the owners of premises in the tract who cast a vote. For this purpose, only one owner of each premises (as defined in Article 3) shall be counted once as long as he is owner or part-owner of a premises and even though he may own more than one premises in the tract.

C. ENFORCEMENT OF RESTRICTIONS

1. These restrictions shall be enforceable by the HHCA or the present or future owner of any land included in the tract, their respective legal representatives, heirs, successors and assigns. Failure by any of them to object to any violations of, or to enforce any restriction herein contained shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to the one occurring prior or subsequent thereto.

2. Monetary assessments shall be enforceable by placing a lien on the owner's property.

ARTICLE II. ARCHITECTURAL STANDARDS

A. APPROVAL OF BUILDING PLANS

1. No new building construction, major remodeling which changes the exterior configuration, fencing, separate storage buildings, swimming pools, gazebos, or other exterior structures, shall be commenced until the detailed plans and specifications have been submitted to and approved by the Association through its Building Committee which has been authorized to act on behalf of the Association pursuant to the by-laws of the Association.

2. The Building Committee shall have the right to approve or to refuse to approve any such plans and specifications pursuant to the standards set forth in all applicable restrictions and covenants, including those in this instrument and in Article II of this instrument. The Building Committee also shall have the right to grant a waiver from any standard when such a waiver is justified. In case of a refusal by the Building Committee, then such plans and specifications

may be submitted to three disinterested architects, one to be chosen by the HHCA, one by the prospective builder, and the third by the two chosen architects. The approval or rejection of said plans and specifications by a majority of said architects shall be final and conclusive upon both parties to the controversy. The panel of architects shall apply the same standards as applied by the Building Committee as set forth in Article II of this instrument. The prospective builder shall pay all costs and expenses of such a review.

3. One copy of plans and specifications will be filed with the Building Committee as a permanent record. Plans for the construction of any type of structure submitted to the Building Committee will be approved or rejected within thirty (30) days. Variances to established codes must be submitted to all property neighbors. Variances to established codes must be submitted for approval to the trustees.

B. BUILDING STANDARDS TO BE APPLIED

1. New and remodeled buildings shall conform to and be in harmony with existing structures in the immediate vicinity. The design of storage buildings shall conform to the residential structure supported by said garage or storage building. Garages may be unattached to a residential dwelling but shall be architecturally compatible with the house.

2. Unattached garages shall not exceed one story and cannot be constructed on separate lots (lots must be joined). Pole buildings are not permitted.

3. One-story dwelling houses shall have a minimum floor area of at least one thousand six hundred (1600) square feet. In computing the area, the garage, and the basement shall not be included. Two-story dwelling houses shall have a minimum floor area of one thousand two hundred (1200) square feet for the ground floor and six hundred (600) occupiable square feet minimum for the second floor. Dwellings may not exceed two (2) stories nor be more than thirty-five (35) feet tall. Separate storage buildings may contain no more than two hundred (200) square feet and shall not exceed one (1) story.

4. No building or remodeling shall be constructed on any premises in said tract, the front wall, carport, garage, or porch of which extends beyond the building line shown on the Plats of Harbor Hills Nos. 1 and 2, as amended, or closer to the sidelines and rear lines of said premises than six (6) feet. This limitation also applies to the construction of separate storage buildings, swimming pools, gazebos, and any other structure on the premises. Fences, however, will be set within the lot lines. No decorative fencing over 36" high or hedges, except ornamentals, shall be permitted except as approved by the Association and as set forth in the original deed restrictions.

5. Fence (enclosure) is required for all swimming pools and must meet all requirements, and are not to exceed forty-eight (48) inches in height, and must be of open design (no solid enclosures).

6. All premises located along the shores of Buckeye Lake, the bay, and inlets shall be considered as fronting on the streets on which they abut. The main entrance to all houses erected thereon shall face the abutting road. The rear wall of houses on such premises shall not be constructed closer to the water front than the building line.

7. Any variance approved by the Licking Township Zoning Board which is less restrictive than the above standards must also be approved by the HHCA Building Committee.

8. Building sites will have a minimum of seventy-five (75) foot frontage. An exception is granted to locations which do not have said frontage, which are between existing houses, and where an additional adjacent lot cannot be obtained.

C. REQUIREMENTS FOR BUILDING PERMITS

1. Site Plan showing existing buildings, if any, and any proposed new structure. The site plan should also show the distance from the improvement to the side property lines as well as the distance to the street and also to the rear property line (The Township requirement for a side yard is a minimum of ten (10) feet, although Harbor Hills' requirement is six (6) feet each, side and rear). Show location of roof water runoff collection and arrow heads indicating direction of storm water runoff at grade to swales and catch basins to the community drainage system. Any large paved surfaces, such as driveways, that slope toward the street or adjacent property shall have means of directing storm water to the community drainage system.

2. Driveways, other than hard surfaces, must be approved and maintained in good condition.

3. Floor Plan, showing both existing building, if any, and also any new construction. Provide a floor plan of each floor and the foundation. Show all interior and exterior dimensions and locations of windows and doors, fireplaces and appliances. Documents to be submitted for permit consideration shall be to a standard architectural scale, legible with notes.

4. Dimensions in upper case and one-eighth (1/8) inch high minimum.

5. Elevation: Front, rear, and both side elevations of the proposed improvement. Show overall height of building, overhangs above finish grade, and the approximate drainage slope of soils away from building or structures.

6. Height Determination:

- a. Determine highest elevation within building site
- b. Adding 16" to this elevation which would be maximum foundation height
- c. Adding 35" to this elevation which would be maximum buildable height

7. A wall section, showing the size of footers and foundations, floor construction, wall construction including a detail of all exterior and interior load bearing walls including room height, and roof construction.

8. Detailed plans establishing that the construction contemplated will not create any drainage or other problems for any adjacent property (refer to definitions).

9. A permit must be established each time a fence or hedge is established.

10. The Building Committee may request additional information.

11. Property pin location may be required by a licensed surveyor to locate and stake accurate locations before drawings can be reviewed and approved.

12. Homeowners may discuss the above requirements with any of the Building Committee members.

ARTICLE III. EASEMENTS

A. EASEMENT PURPOSES

1. Easements and rights-of-way originally reserved by the owner/developer of the tract as described in Article IV, easements of the deed previously mentioned and recorded in Deed Volume 260, page 508, and Deed Volume 268, page 220, in upon and over the strips of land indicated as "Reserves" and "Parks" shown on the plats of the tract, which easements have been assigned to HHCA as previously described herein are hereby expressly construed to be reserved to HHCA, its successor or assigns, for the following purposes:

a. For the erection, construction, and maintenance of poles, wires, conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes.

b. For the construction and maintenance of storm water drains, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished, or performed by or in any method beneath the surface of the ground.

c. The HHCA shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved. The HHCA may at any time abandon any such

easements and may at any time renew agreements for any portion of or premises in said tract.

ARTICLE IV. MAINTENANCE

A. MAINTENANCE OBLIGATIONS

1. All the land included in said tract, except roads and parks and reserves designated on the plats of Harbor Hills No. One (1) and No. Two (2) of record as aforesaid, and except land taken or sold for public or community improvements and uses, shall be subject to an annual maintenance charge to be determined and established on an annual basis by the Board of Trustees of the HHCA. Such charge shall not exceed .006 mills per sq. ft. of land plus Three Hundred Dollars (\$300.00) per residence unless at some future date owners of property so affected, by majority vote, shall increase such limits. Charges established or increased shall run with and be binding upon the land and be payable in annual installments on the first day of May of each year as has been the condition and requirement since May 1, 1923.

2. On the first day of May of each year, each owner of premises of said tract shall pay to the HHCA in advance the maintenance charge against his premises and such payments shall be used by the HHCA to create a maintenance fund which may be expended for any and all of the following purposes:

a. For lighting roads, maintaining all grass and planted areas within the boundaries of such roads as may be determined, and for maintaining the park areas that are for the general use of owners and occupants of land within the tract;

b. For collection and disposing of garbage and rubbish;

c. For caring for parks;

d. For caring for vacant and unimproved land, included in said tract, such as mowing the grass and weeds, removal of obnoxious trees, shrubs, and leaves thereon, for which owners will be assessed charges; Vacant lots are to be mowed, at a minimum, once per month during the growing season, and have leaf removal performed periodically during the fall season.

e. For doing any other thing necessary or desirable, in the opinion of the HHCA, which may be of general benefit to the owners or occupants of the land included in this tract.

3. The HHCA shall order or supervise or do all the work and furnish all materials properly payable out of the maintenance fund and charge therefore the cost of such labor, service, and materials.

4. The HHCA shall have a lien on all premises on said tract to secure the payment of maintenance charges due and to become due, and the record owners of such premises shall be personally liable for maintenance charges. Such charge shall run with the land and subsequent purchasers shall be liable to HHCA. Therefore in addition, HHCA may assess a penalty of 10% of the charges due for each calendar year the same remains unpaid.

5. Upon demand, the HHCA shall furnish to any owner or mortgage or person interested in a certificate showing the unpaid maintenance charge against any premises.

B. ASSOCIATION SERVICES

1. The Harbor Hills Civic Association provides weekly garbage and trash collection. The pick-up is on Monday. Residents are requested to refrain from putting trash containers out until after 6 p.m. the night before scheduled pick-up. Trash containers are to be kept in the garage or in a secluded area.

2. There is a yearly maintenance fee collected by the Civic Association from each home owner. The bills are sent out in April. This fee covers trash collection, street lights, mowing eleven parks, and the entryway. All other expenditures necessary for the good of the community are paid from this fund.

3. Maintenance and mowing of empty lots are the responsibility of the lot owner in accordance with deed restrictions. If empty lots are not maintained properly, the HHCA will cause maintenance and/or mowing to be performed and will bill the lot owner. If the lot owner fails to pay the bill within 30 days, the HHCA may impose a lien on the property.

4. The Harbor Hills water and sewer system is operated by the Licking County Water and Waste Water Systems, whose mailing address is P.O. Box 490, Newark, Ohio 43055. The phone number is (740) 670-5440. Water meters are read and invoices for sewer and water are mailed monthly.

ARTICLE V. ACCEPTANCE OF TRUSTS

A. SUFFICIENCY AND LIABILITY

1. The HHCA does not guarantee the sufficiency of the maintenance fund provided for in Article IV of this instrument for the purpose set forth in this agreement, and its liability in respect thereto is limited to the proper application of the fund for the purposes for which it is intended.

2. The HHCA shall not be or become liable to owners or other person for any act or thing done or omitted to be done in good faith in or about the performance of the restrictions herein contained, and it shall be liable only for acts or things done or omitted to be done in bad faith, or for its gross negligence.

ARTICLE VI. MODIFICATIONS

A. MODIFICATION OF CONDITIONS AND RESTRICTIONS

1. All previously existing conditions and restrictions applicable to Harbor Hills, Plat No. One (1) and Plat No. Two (2) and the amendments thereto, are amended and modified by adopting the following conditions and restrictions in their place and declaring the same to be pursuant to a general plan for the better and uniform improvement and benefit of all the property contained in the subdivision and for the benefit and protection of all the persons who are now or may hereafter become owners of any part thereof. These conditions and restrictions shall run with the real property herein described and be binding on all parties having any right, title, or interest in the same or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

B. RIGHT TO MODIFY

1. The right is hereby expressly reserved to annul, waive, change, enlarge, and modify any of the restrictions herein contained in an instrument in writing signed and acknowledged by the HHCA, its successors, or its assigns, and by a majority of votes cast by the owners. For this purpose only one owner of each premises (as defined in Article 3 of this instrument) shall be counted once as long as he is owner or part-owner of a premises and even though he may own more than one property. Any meeting/vote called for this purpose must be distributed to property owners thirty (30) days in advance of the meeting/vote and must contain the proposals to be voted upon.

2. All instruments executed for the purpose of annulling, waiving, changing, enlarging, or modifying any of the restrictions of this agreement shall be executed in the

manner in which deeds are to be executed and shall be filed for record with the Recorder of Licking County, Ohio.

3. The Articles of Incorporation of the Harbor Hills Civic Association and these regulations may be repealed or amended by the affirmative vote of a majority of the members in attendance at any meeting called for that purpose. Notification of such meeting date and proposed changes must be distributed to the membership at least thirty (30) days prior to the meeting date.

ARTICLE VII. ASSOCIATION GOVERNANCE

A. BOARD OF TRUSTEES

1. Two Trustees shall constitute a class whose term shall expire at the annual meeting in three (3) years. Trustees shall hold office until successors are elected and qualified.

2. Vacancies occurring in the Board of Trustees, other than those due to removal as hereinafter provided, shall be filled by the remaining members thereof.

3. The Trustees or a Trustee may be removed by the affirmative votes of the members entitled to exercise three-fourths of the voting power of all the members present at any special meeting called and held for that purpose, and in such event the vacancy or vacancies so created shall be filled by vote of the membership at such meeting.

4. The Trustees shall serve without compensation. Meetings of the Board of Trustees may be called by the President or by any two Trustees and be held at any place.

5. A majority of the Board of Trustees shall be necessary to constitute a quorum for the transaction of business. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees unless a greater number is required by law.

B. OFFICERS

1. The officers of the corporation shall be a president, vice-president, secretary, treasurer, and a building committee member who shall be elected by the Trustees. They shall be members of the corporation and shall be elected for one year and until their successors are elected and qualified, but shall be subject to removal by the Trustees at any time. Such elected officers also will be the respective officers of the Board of Trustees.

2. The officers shall perform such duties as shall be assigned to them by the Board of Trustees.

C. BUILDING COMMITTEE

The Trustees shall appoint four qualified residents and one trustee to act as a Building Committee to serve at the pleasure of the Board of Trustees and act on behalf of the Corporation in the approval of building plans and specifications. In the event of a tie vote, the President of the Board of Trustees shall break the tie. Approval of plans shall be made by signature of any three members of the committee. Actions of the Building Committee shall be consistent with the building standards set forth in the deed restrictions and consistent with any standards adopted by the HHCA.

D. ANNUAL MEETING

1. The annual meeting for the election of Trustees, the consideration of the reports to be laid before such meeting, and the transaction of other business shall be held at such place as may be designated by the Trustees and stated in the notice of such meeting during the month of September each year.

2. Special meetings may be held at such times and places as may be ordered by the Trustees.

3. Notices of such annual and special meetings, stating the time, place and purpose thereof, shall be given to each residential member by any appropriate means at least five days prior to the meeting. Members who reside outside the Subdivision need not be so informed. Any action requiring a vote which results from the agenda of the meeting and which would seriously affect the property of absentee residential owners must be submitted by mail to such owners for vote. A maximum time of ten calendar days will be allowed for the return of such ballots.

4. Any meeting may be adjourned to another time and place without the necessity of another notice.

5. The order of business shall be such as the Trustees, or in the absence of action by the Trustees, the presiding officer shall determine.

E. QUORUM

At all meetings the voting members present shall constitute a quorum for the transaction of business.

F. QUALIFICATIONS OF MEMBERSHIP

1. The qualifications for membership in the corporation and the voting rights of members shall be as stated in the Articles of Incorporation. The term “owner of real property” shall include corporations and partnerships owning real property in Harbor Hills. Those residents living in “rental” properties do not have voting rights.

2. Any member upon request shall give evidence to the Trustees of the member’s ownership of real property in Harbor Hills by reason of which membership and/or voting power in the corporation is claimed.

3. The Trustees shall decide all questions incident to membership and voting power and the determination of the Trustees made in good faith shall be final in this respect.

G. SOCIAL ORGANIZATIONS

1. The Building Committee is appointed by the Civic Association Board. All new construction and exterior remodeling must be cleared through this committee. Information concerning the regulations may be obtained from the Building Committee.

2. The Harbor Hills Women’s Club meets in the members’ homes the third Thursday afternoon of the month, with the exceptions of January and February. The ladies give freely of their time and energy to the betterment of our fine community. All women of Harbor Hills are welcome. Join our club and get to know your neighbors.

3. The Harbor Hills Country Club has a nine-hole golf course which is open to the public. A large meeting room is available for special parties, receptions and meetings. The phone number is (740) 928-3596.

4. The 19th Hole Club was formed to help promote the improvement and beautification of Harbor Hills Country Clubhouse and grounds, and to further social activities in the community.

5. You need not be a member of the Golf Club to participate. Any resident of Harbor Hills and the surrounding area or any person interested in advancing the organization’s purpose is welcome.

ARTICLE VIII. ACKNOWLEDGMENT

IN WITNESS WHEREOF, the undersigned, each being a duly authorized officer of the Harbor Hills Civic Association and being duly authorized by the Board of Trustees of said Harbor Hills Civic Association approved the foregoing ^{and have}~~on has~~ executed the Modifications this 20th day of September, 2023.

Harbor Hills Civic Association

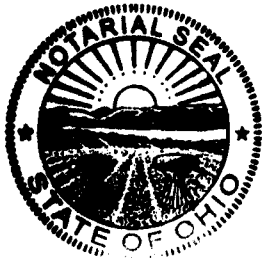
By Tim Tysinger
Tim Tysinger, President

By Peg Miller
Peg Miller, Secretary

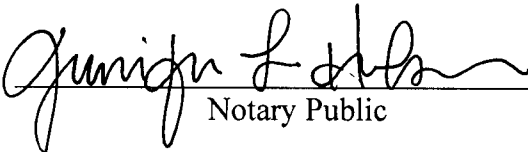
By Jarrod Diamond
Jarrod Diamond, Treasurer

STATE OF OHIO
COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me, a notary public, on this 26th day of September 2023 by Tim Tysinger, the President of Harbor Hills Civic Association, an Ohio non-profit corporation, on behalf of the non-profit corporation.



Jennifer L. Huber, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

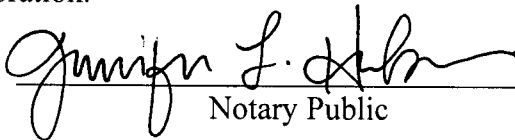

Notary Public

STATE OF OHIO
COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me, a notary public, on this 26th day of September 2023 by Peg Miller, the Secretary of Harbor Hills Civic Association, an Ohio non-profit corporation, on behalf of the non-profit corporation.



Jennifer L. Huber, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

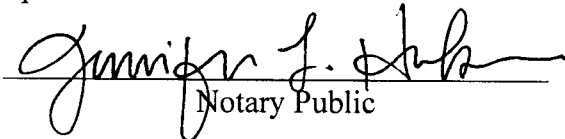

Notary Public

STATE OF OHIO
COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me, a notary public, on this 26th day of September 2023 by Jarrod Diamond, the Treasurer of Harbor Hills Civic Association, an Ohio non-profit corporation, on behalf of the non-profit corporation.



Jennifer L. Huber, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.


Notary Public