

I have read, understood, and accepted these Deed Restrictions.

Witness

Buyer

SUBDIVISION RESTRICTIVE COVENANTS

THE "MEADOWS"

Stoneridge Development, Ltd., an Ohio limited liability company (the "Declarant"), being the owner of the following described property (the "Property"):

STONE RIDGE DEVELOPMENT, THE MEADOWS, SECTION 1

LEGALS ATTACHED ON EXHIBIT E

does hereby make, declare and adopt the following covenants, restrictions and limitations (the "Declaration") 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 (the "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.

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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. 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 or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity, plus money damages to compensate for any harm resulting prior to obtaining relief by injunction or specific performance.

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 (2-1/2) stories in height from the main level and have a garage of not more than three (3) cars unless otherwise granted a variance by the Architectural Review Board (hereinafter known as "ARB").

2. Subdivision

No lots shall be further subdivided except by the original developer prior to passing title to an Owner. In addition, 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 Stone Ridge reflecting the combination with the Warren County Recorder. The Owner of such combined lot shall be considered to own only one lot for all purposes.

3. Building Time

All people buying lots for the purpose of building their residence are required to start construction within four (4) years of the closing date of the initial purchase of their lot.

4. Approved Builders

All people purchasing lots must build with one of the builders approved at the time of construction of a residence in the Stone Ridge Builder's Group. A

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builder becomes an approved builder in the Stone Ridge Builder's Group by (i) maintaining an inventory of at least one lot in the Stone Ridge Development, which lot shall have been purchased from Declarant and (ii) being approved by Declarant as an approved builder. If an Owner desires to have his or her home built by a builder not included on the Approved Builder list, the builder must (i) purchase a lot in the Stone Ridge Development at the time the plans and specifications for the Owner's residence are approved and (ii) be approved by Declarant.

Declarant shall have the right to modify the requirements for approved builders in any section of Stone Ridge Development at any time in its sole discretion, as long as Declarant owns any lots in any section of Stone Ridge Development.

5. 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 one thousand eight hundred (1,800) square feet of finished living area for a one story dwelling, and not less than two thousand two hundred (2,200) square feet of finished living area for a two-story dwelling. Exceptions to these rules can be approved on a case-by-case basis in the **sole discretion** of the ARB. Finished basements are not counted as living areas and cannot be included in square footage calculations under any circumstances.

6. 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 aluminum siding, vinyl siding or plastic siding of any nature may be incorporated into the construction. Only ridge vents that have cap shingles over them, such as "Everflo", shall be allowed by the ARB.
- B. No processed, pressed or particleboard materials shall be incorporated into the structure (except as roof sheathing, sub-siding or sub-flooring). Only natural materials, no composite materials, shall be used on the

exterior of any house. If cedar is used, only pre-primed cedar shall be used. In no case shall any 4 x 8 sheathing of any kind be used on the exterior.
Natural wood materials, stone, brick or LP, "innerseal" lap siding may be used. In no case shall any 4 x 8 sheathing of any kind be used on the exterior.

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- C. All buildings on the Property shall be placed at least seventy-five (75) feet back from the existing right-of-way and no closer than twenty-five (25) feet from any side property line. Variances from this may be approved by the ARB.
- D. No log cabins are permitted.
- E. Every house shall have a carriage light and post at least six (6) feet in height at the right-of-way line. The carriage light shall remain lit during all hours of darkness. The type of carriage light is specified in Exhibit A.
- F. All residences shall have paved driveways. The type of paving, if other than blacktop or concrete, has to be specifically approved by the ARB.
- G. All fireplace chimneys shall be of masonry or wood construction. All fireplace chimneys must have Majestic Traditional Chase Termination, #TT200C caps or equivalent.

No painted, galvanized metal chimney caps shall be used. Examples are provided in Exhibit B.

- H. All outbuildings must be approved either by the ARB or comply with the following:

Storage buildings and detached garages must be approved by the ARB. All storage buildings and detached garages must be of the same design, materials, and finishes as the home constructed on the lot they share. No gambrel roofs are permitted. By way of example only, if the house on a lot where a storage building is desired has a gable roof with a pitch of 8:12, and is constructed primarily of lap siding, then the storage building must be built of lap siding, with a gable roof having a pitch not less than 8:12, and must be finished with the same roofing material and color, and painted or stained the same color as the house. The Approval process for the storage building or detached garage shall be the same as for the houses in the development. Any building exceeding 175 square feet of floor space shall be considered a detached garage and, any and all provisions of the Warren County and/or Clearcreek Township zoning and/or building code shall apply.

- I. Dog kennels shall be put to the rear of any dwelling and screened from adjoining properties.

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- J. Roof coverings may be of wood shakes, slats, tile, 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. Only wood or vinyl sash windows shall be used unless otherwise approved by the ARB.
- L. Only low profile skylights are allowed where they are visible from the

street. The location and type of skylight shall be approved by the ARB.

- M. Satellite dishes are allowed. All dishes must be out of view of the public or adjoining properties and sufficiently screened.
- N. No fencing shall be permitted in front yards except of a decorative fence. Fencing in rear yards shall be permitted. The type of fence must be approved by the ARB.
- O. Architectural guidelines for builders:
 - 1. All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, and septic field in relationship to the street and the surrounding lots. In addition, a to-scale drawing of the landscaping plan must be submitted. A fee of One Hundred Dollars (\$100) for the building plan and Fifty Dollars (\$50) for the landscaping plan must accompany the paperwork.
 - 2. The Owner must then rough stake the lot and mark any significant trees that have to be removed.
 - 3. The maximum review time for a set of plans after the initial submission shall be seven (7) working days. If written approval is not received within seven (7) working days, builder must send a fax to Atelier Design and to Stoneridge Development, Ltd. stating that the plans were not approved on time and he is proceeding with construction.

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All submissions for architectural review should go directly to:

Atelier Design
Attn: Roger Gullickson
1045 Centerville-Station Road
Centerville, OH 45459

All landscaping design submissions should go directly to:

Mr. Tim Mundy
My Lawn and Landscaping Company
2475 Roxanna-New Burlington Road
Spring Valley, OH 45370

- P. Items precedent to the beginning of construction:
 - 1. The Owner/Builder must have in his possession a set of signed and approved building plans, and a signed and approved site layout showing the exact location of the house, drive, and all other improvements.
 - (a) The Owner/Builder must have an approved landscape plan submitted within ninety (90) days from the date the building plans are approved.
 - 2. The house and improvements must be finally staked and the builder must have approval in writing by the ARB.
 - 3. A driveway culvert of a size and elevation approved by the

County Engineer must be installed in the driveway and parking area, and must be covered with enough gravel so that mud is not tracked onto the road way.

4. A Port-O-John has to be on site.
5. A dumpster of sufficient size to handle all of the debris so there is never any overflowing shall be delivered to the site.

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After all of these items are completed, lot clearing and construction can begin.

6. No burning of construction material is permitted. Construction waste must be removed from the building site in a timely manner so as not to create an eyesore or present a hazard to adjacent lot Owners.
 7. When the builder or lot Owner takes title to the lot, the title holder shall become responsible for all of the roadside ditch, bale blocking, sedimentation problems, etc. except for the following: The developer shall be responsible for the initial seeding and bale blocking of the right-of-way according to the permit required by the Ohio EPA and approved by the Warren County Soil, Water and Conservation Department.
 8. Owners or builders in violation of any regulations or restrictions will be verbally notified. If any situation is not corrected immediately, they will receive written notice by certified mail, personal delivery, or facsimile from the job superintendent of the development pointing out the specific problems. If these are not cured within four (4) working days, the developer shall have the right to fine the builder One Thousand Dollars (\$1,000), payable to the Association. If the builder fails to pay the fine within ten (10) days of the original written notification, the developer or the Association shall have the right to file a lien on the Property. The builder shall be responsible for repaying the Association or the developer the cost of filing such lien.
- Q. All the mailboxes in the subdivision shall conform to the details and specifications outlined in Exhibit C.
- R. All roof pitches shall be at a minimum 6/12.
- S. All of the culvert pipes must be concrete and have Latham Limestone headwalls as depicted in Exhibit D, and the culvert pipe must be recessed from view.

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All drainage pipes of any kind, to include pipes for septic aeration and curtain drains, must be kept below ground level. Where they exit at the surface, they must be cut off below the surface, capped, and covered with stone so that the lines will leach properly but will not be visible.

The exact location for septic aeration lines has to be approved by Stoneridge Development and the cost of any extensions of the aeration lines shall be a cost of the builder and/or Owner.

- 6.1. The ARB shall consist of one (1) registered architect or design consultant experienced in residential design and one (1) professional builder, both of whom shall be initially selected by Robert D. Abernathy. These people shall serve as the ARB until either removed by Robert D. Abernathy or until the Association has been established. At that time the Association shall select the architect.
- 6.2. 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 Stone Ridge. The foundation walls of such dwelling house shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.
- 6.3. The ARB shall have the authority to grant reasonable variances from the above requirements. No variance shall materially adversely affect any other part of Stone Ridge. 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.

Stoneridge Development, Ltd. shall have the right in perpetuity to grant variances from restrictions on the lots that it owns, prior to and after control of the Association has been turned over to the Owners. Variances granted by Stoneridge Development, Ltd. shall not materially adversely affect any other part of Stone Ridge Development.

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7. 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.

8. Septic System

Each dwelling house shall have a private sewage disposal system, the location and construction of which shall be approved by the Warren County Combined Health District.

- A. All lots at Stone Ridge need a specific house layout approved by the Warren County Health Department for the maximum use of the lot for building area. 300 feet of leach lines per bedroom is required.
- B. No accessory structures requiring footers or concrete floors or excavation for amenities will be allowed without the specific approval of the Warren County Health Department.
- C. These covenants and restrictions will remain in effect until specifically released by the Warren County Health Department.

9. 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.

10. 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.

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11. 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.

12. 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. Temporary storage of boats and trailers for no more than thirty (30) days while in the state of transfer, etc. shall be allowed.

13. Swimming Pools

No above ground swimming pools shall be constructed on any lot.

14. 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.

15. Signs

The main entryway to the development shall have signs as approved by Clearcreek Township. There will be one (1) sign for builders at the entryway that shall be constructed by the developer. Each builder shall have equal signage and pay his prorata cost of the sign.

Only lots purchased by a builder in the Stone Ridge Builder's Group or owned by the developer shall be allowed to have signs of any kind placed on the lot. Each builder shall be allowed one standard sign as previously described along with one real estate agent's sign. No other signs are allowed on any lot except lot number signs before January 1, 2005. No advertising signs, billboards or other advertising devices shall be erected on or inside any premise that is for sale. No personal signs of any kind shall be allowed on the Property after the Owner's purchase, e.g., "Harry's Hideaway", "Serene Acres", etc.

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No additional signs of any kind, including financing signs, subcontractor's signs, supplier

signs, shall be allowed on any building site. During this construction period, it is the responsibility of the builder to inform all of the subcontractors and suppliers to not erect any of those signs. If signs are not removed within forty-eight (48) hours of notification, the builder and/or Owner shall be subject to a One Thousand Dollar (\$1,000) fine, which may be secured by liens placed on the property according to the deed restrictions.

All builder's signs shall be removed from all lots sixty (60) days after occupancy or earlier at the request of the Owner. Houses built as occupied models can have signs remain on the lot an undetermined length of time at the sole discretion of the Developer.

16. 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 Warren County, Ohio.

17. Construction Period; Lien

All construction commenced on any lot must be completed within twelve (12) 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.

18. Cutting of Timber

No Owner or anyone acting for or on behalf of Owner shall cut or remove more than five percent (5%) of any timber from any lot unless such cutting or removal is necessary to clear a portion of such lot to construct a building, to remove dead/diseased trees, or 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 thirty (30) days before the start of construction. In the event a swimming pool or tennis court is planned, the Owner must consult with the ARB to arrive at a plan where the least amount of damage is done to any wooded areas.

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It is intended that every effort is to be made to save trees, even in the leach field areas. Leach field trenches should be dug with a trencher as opposed to a backhoe wherever possible.

19. Cutting of Grass

All lot Owners shall be responsible for the cutting of their own grass all the way to the edge of the blacktopped road. Any lots 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. If, after being notified of the bill the Owner does not pay within thirty (30) days, the developer or ARB shall have the right to file a lien on the Property. The lot Owner shall be responsible for all legal costs of filing and releasing the lien.

20. 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.

21. Access

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

22. Pond Retention and Detention

- 22.1. Permanent Holding of Water in Retention: There will be pond retention throughout the development to control runoff. It is anticipated the lot lines will run to the center of many of these retention areas. No fishing or other activities shall be allowed except by those lot Owners whose lots adjoin or are part of the pond. The lot Owners whose lot lines extend into the pond shall be responsible for the mowing of grass around his portion of the pond area. There shall be an adequate budget set up in the Association to maintain all pond areas except for grass mowing, to include a separate meter for electricity and pond aeration, to be paid for by the Association. In addition, the adjoining lot Owners of the pond shall be named as being additional insureds under the liability policy of the Association.

Temporary Detention of Water: Those areas that are used for temporary detention of water, whether they be on one (1) lot or multiple lots, shall be maintained and have the grass cut in those areas by the Association. The adjacent lot Owner can request that he be allowed to cut the grass if he so desires. The delineation point for the beginning of grass cutting for the areas around the detention area shall be at the approximate point where the ground begins to fall off into the pond detention. The adjoining Owner,

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however, may request that this line be adjusted a maximum of three (3) feet to accommodate any rough areas. It is anticipated that some of these areas will be planted with special plantings, i.e., prairie grasses, day lilies, wild flowers, etc. In no case shall any of these special planting areas be cut by anyone or sprayed by anyone other than the Association.

23. Landscaping Requirements

At a minimum, all lots will be required to have three (3) two inch (2") caliper trees planted in the front yards and have the front foundations of the home landscaped. In cases where the lots are totally wooded, the tree planting may be substituted for other types of landscaping, to be approved by the ARB. All lots that are not totally wooded must be fully seeded or sodded by a professional landscaping company. When lots are seeded, at least eight (8) pounds of perennial grass must be used per one thousand (1,000) square feet and the ground fully covered.

24. Association

- 24.1. Declarant has caused or will cause to be formed an Ohio corporation not for profit called "Stone Ridge Owner's Association" (the "Association"), which shall be responsible for the administration of this Declaration, the ARB, maintenance for the entryways 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 two (2) classes of voting membership as follows: Robert D. Abernathy, his successors and assigns, shall be the sole Initial Voting Member. All Owners shall initially be Non-Voting Members. The Owners non-voting membership shall be automatically converted to voting membership at such time as the development is complete and Robert D. Abernathy determines, in his sole discretion, that control and management of the Association should be turned over to the Owners. Upon conversion to voting status, all Owners 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 provided 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 21, 2005 at a time and

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place selected by Robert D. 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.

The Association shall have the power to levy assessments charging the Owner a proportionate share of the cost of maintaining the common property and all other expenses of the Association. The assessments, if unpaid, may be secured by filing liens on the Owner's lot. The amount of the assessments shall be an equal amount per each lot sold in the subdivision. The initial amount per Paragraph 24.3 shall be Two Hundred Fifty Dollars (\$250) per lot per year.

Declarant shall establish a code of regulations for the Association which shall govern budgets and determine assessments and any necessary increases.

Each Owner, by acceptance of a deed to a lot, consents to the formation of an Association by Declarant, agrees to be a member of the Association, and agrees that its lot will be bound by the covenants, conditions, agreements, assessments and liens of the nature described above.

24.2. Service of Process The person to receive service of process for the Association until the president of the Association is elected shall be Robert D. 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 and the developer will assess each final purchaser of the lot or house (excluding builders) a Two Hundred Fifty Dollar (\$250) per year Association assessment. Increases in this Association assessment shall be subject to Paragraph 26.

Increases in the Association's Assessments shall be subject to Paragraph 26 and 24.1.

24.4. Insurance The Association shall maintain a liability policy of a minimum of One Million Dollars (\$1,000,000) for all areas under the Association maintenance control.

24.5 Driveway Access Easements and Grass Cutting. The Association is responsible for all private driveway access easements. This is to include, but not be limited to, the construction thereof, maintenance and snow removal. Maintenance shall be of a level that is normally expected on all streets of the adjoining area. Snow removal shall be done by a private contractor of the Association's choosing. The frequency of snow removal shall be consistent with the snow removal of the county and township roads in the area.

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The Association shall also be responsible for the expense of grass cutting of all vacant areas of ground anywhere in the development, whether platted or unplatted, until such time as purchased by an individual from Stoneridge Development, Ltd.

24.6 Any homeowner that does not tap into the natural gas line provided by the public utility within eight (8) years of the filing of the plat for that particular section shall pay to Stoneridge Development, Ltd. a fee of One Thousand Seven Hundred Eighty Dollars (\$1,780). If the line is not tapped into or the fee is not received by Stoneridge Development, Ltd. within eight (8) years, then Stoneridge Development, Ltd. shall have the right to file a lien on the property and seek specific performance for the payment

thereof.

- 24.7 Lot Owners are responsible for any and all bills and/or assessments for their lot(s) until the Association is notified in writing that the lot Owner has sold the lot. At the time of transfer, the name and address of the new lot Owner must be immediately given to the Association.

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 judgment 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.

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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.

26. Duration of Covenants

All of the foregoing covenants, conditions, reservations, and restrictions shall continue 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 Stone 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 Stone Ridge. Any or all of these restrictions except for Paragraph 2 ("Subdivision"), Paragraph 16 ("Alterations of Easements"), Paragraph 22 ("Pond Retention"), Paragraph 24.4 ("Insurance"), and Paragraph 24.5 ("Driveway Access Easements") may be amended, in whole or in part, or terminated by written instrument, executed by a majority of the then current Owners of Stone Ridge; 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 5 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 _____ day of _____, 1999.

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Signed and acknowledged
in the presence of:

STONERIDGE DEVELOPMENT, LTD.,
AN OHIO LIMITED LIABILITY COMPANY

Donald C. Wright
Sole Member

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Donald C. Wright, sole member of Stoneridge Development, Ltd., an Ohio limited liability company, on behalf of the company.

Notary Public

This instrument prepared by:
Robert D. Abernathy
P.O. Box 757
Springboro, OH 45066

