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Bryan A. Long
Licking County Recorder

AMENDMENT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY ESTATES OF NEWARK HOMEOWNERS ASSOCIATION INC.

In order to establish a general plan for the use, occupancy, and enjoyment of the subdivision known as Fairway Estates, all lots shall be subject to the following restrictions which shall run with the land and ensure to the benefit of all lot owners.

ARTICLE I PROTECTIVE COVENANTS AND RESTRICTIONS OR 800 33

Section 1. Land Use:

The property is intended for single family residential purposes. Improvements constructed on the property shall be limited to single family residences and such other improvements as are appropriately appurtenant thereto. "Family" as used in this instrument shall mean one (1) or two (2) unrelated persons or two (2) or more persons related by blood, marriage or adoption residing in the premises as a single housekeeping unit and including domestic servants, if any, as distinguished from occupying a boarding house, lodging, motel, fraternity or sorority house. It is intended to exclude all non-residential uses and exclude any group home, multi-family apartment, double, duplex, twin single, two-family, boarding house, commune, half-way house, or other non-single family use.

No portion of the property shall be used for the purpose of any business, trade, or profession visible from outside the house. Business visitors shall not exceed ten (10) per seven (7) day period and commercial vehicles of any kind shall not be parked outside the garage.

Section 2. Temporary Structures/Outbuildings Prohibited:

No structure of a temporary character, or trailer, basement, tent, shack, garage, shop, or other outbuilding shall be used on any portion of the property for more than one week (7 days); however, this shall not prohibit the use of any temporary structures in connection with construction of any subdivision improvements or the construction of a dwelling. Swing sets, and other similar temporary structures may be attractively maintained provided they are located to the rear of the house, matched to the aesthetics of the house and are no larger than 300 square feet.

Section 3. Signs:

A. Business Advertising. With the following exceptions, no sign advertising a business shall be displayed on any portion of the property.

> Real Estate Signs. A single sign offering real estate for sale or rent may be erected and displayed upon any lot provided that such a sign shall not: exceed five (5) square feet of display surface nor exceed three (3) feet in height; be located closer to the curb that ten (10) feet; be illuminated; nor remain more than (10) days after sale or rental. One sign indicating that the building is open for inspection maybe displayed only on the lot being sold, and only when the agent or owner is present, and only during the time the building is available for inspection.
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> Construction Signs. Signs announcing the names of builders participating in construction, renovation, or landscaping on the property shall be permitted during the actual construction provided that only two (2) signs per lot are used which do not exceed five (5) square feet per side in display area nor are higher than three (3) feet and provided further that they shall not be placed on the lot any closer to the street than ten (10) feet from the curb.

B. Event Advertising. Signs advertising a family event, such as a graduation, a charity event, such as a church dinner, or a political event, such as a candidate for election may be displayed.

C. Informational signs. Small informational signs may be displayed as appropriate. These include notification of treated grass, presence of an alarm system, and presence of a buried dog fence as examples.
D. Flags and Banners. Flags and banners may be respectively displayed.
E. Identification. Signs displaying identifying information such as address and owner's names may be attractively displayed.
F. Other Signs and Displays. All other signs or displays require advanced approval by Fairway Estates of Newark Homeowners Association Inc, or its delegate.

Section 4. Nuisances:

No activity noxious or offensive which constitutes a civil nuisance shall be carried on. No power tools, music, loud vehicles, or other source of undue noise shall be used before 7:00 a.m. or after 10:00 p.m., on any day of the week. Dogs should be quieted or kept inside during specified quiet hours. Emergency generators may be used at any time during a power failure.

Section 5. Livestock and Poultry:

No animal, livestock, or poultry of any kind shall be raised, bred, or actively kept on any portion of the property, except that dogs, cats, and other household pets may be kept provided, that they are not kept, bred, or maintained primarily for commercial purpose. Pets shall not be permitted to run loose outside of the lot owner's property. In the class Mammalia, no more than two (2) mature members of a given animal genus may be maintained on the property as pets having outside access. Any animal older then ninety (90) days old shall be considered mature.

Section 6. Garbage and Rubbish Disposal:

No portion of the property shall be used or maintained as a dumping ground for rubbish or other similar material. All such materials shall be removed weekly. All garbage and other similar material shall be kept in sanitary containers which are generally kept concealed from view and

which are sealed for protection from scattering by wildlife and elements of nature to the extent possible.

Section 7. Antennas:

No highly visible radio, television, or other antenna shall be attached or affixed in any way to the exterior of the house or any part of any fence, pole, structure, tree, or other plant. Satellite dishes may not exceed two and one half (2 ½) feet in diameter and shall be placed to shield them from public view and the view of adjacent lots to the extent possible.

Section 8. Clothes Lines and Hanging Devices:

Articles such as clothes, diapers, towels, bedding, rugs, draperies, or similar items shall not be regularly hung out in the exposed view of adjoining property owners or from the public street.

Section 9. Other Vehicles:

Snowmobiles and other off-the-road vehicles shall not be used, ridden or driven across or within properties without approval of the property owner. Use on public streets is regulated by appropriate governmental authorities

Section 10. Outdoor Fires:

Recreational and maintenance fires on a homeowner's property must adhere to state and local fire codes.

Section 11. Building Plans:

A. No building shall be erected and construction may not commence unless the plans have the written approval of Fairway Estates of Newark Homeowners Association Inc or its designee.

B. Fairway Estates of Newark Homeowners Association Inc or its designee shall have the right to approve or disapprove facing materials for all exteriors of structures and will consider durability, form, color, and compatibility with the structure, terrain and neighborhood in determining the acceptability of said material.

C. Each property owner shall also submit a basic site landscape plan for approval by Fairway Estates of Newark Homeowners Association Inc or its designee, such plan shall be carefully considered, taking into account the owner's desires and any impact on adjoining properties. Such plan shall designate the minimum landscaping to be completed within the ensuing six (6) months after completion of the house, weather and circumstances permitting.

Section 12. Structure Requirements:

A. Square Footage Requirements:
The minimum square footage of the residence, exclusive of basement, garages, open or screened porches, and attics, shall be no less than one thousand eight hundred fifty (1,850) square feet for a one story plan; two thousand two hundred fifty (2,250) square feet for a two story plan. Requirement on main floor square footage shall be one thousand two hundred (1,200) square feet.

B. Garages.
A minimum of a two car garage as approved must be integrated with or attached to all residences.

C. The exterior construction of all buildings in accordance with the plans shall be completed not later than ten (10) months after excavation has begun. Landscaping shall be completed within six (6) months after completion of the building.

D. Fences.

1. Property line fences and chain link fences are prohibited.

2. Fairway Estates of Newark Homeowners Association Inc or its designee must approve in writing the design and location of all fences. The design shall be neat and ornamental and shall not exceed fifty (50) inches in height, and the location shall not be nearer to the street than the rear of the residence constructed upon the lot unless necessary to preserve the architectural integrity of the building design. If it deems the fencing inappropriate, Fairway Estates of Newark Homeowners Association Inc reserves the right to reject approval of any fence on any lot.

E. Driveways.

Driveway location must be approved by Fairway Estates of Newark Homeowners Association Inc or its designee prior to the cutting of any trees upon the lot. Each driveway shall be constructed, completed with the residence and shall be attractive, permanent materials as approved by Fairway Estates of Newark Homeowners Association Inc or its designee.

F. Excavation

1. Excavation on any site shall be backfilled as soon as possible consistent with good construction practice and the disturbed areas shall be graded. Immediately upon grading, steps shall be taken to effectively minimize erosion, either through sodding, seeding, strawing, placement of straw bales or other approved methods. Erosion and its affects are the responsibility of the Owner and Builder, not Fairway Estates of Newark Homeowners Association Inc. Excess excavated soil shall not be placed upon the lot, but must be hauled off site, as determined by Fairway Estates of Newark Homeowners Association Inc.

2. All proposed grades and slopes shall conform to local and county building code and

property requirements..

Section 13. Lot Maintenance:

A. Other than approved structures, driveways, and walks, no portion of any lot shall be used for any purpose other than that of lawns, children's play areas, and landscaped areas. Landscaped areas may be a combination of formal or natural as desired by the lot owner and may include elements such as statuary, fountains, fire pits, and seating.

B. All lawn portions of vacant lots will be mowed at least once per month from April through October, unless grass is less than six (6) inches in height.

Section 14. Parking:

Overnight parking on the paved portion of the street is prohibited except during brief periods of driveway maintenance, parking on the grass shoulder is prohibited at all times. Recreational vehicles or boats cannot be parked anywhere in the subdivision, except in garages, for a period in excess of forty-eight (48) hours in any seven (7) day period.

Section 15. Utilities:

Fairway Estates of Newark Homeowners Association Inc or its designee reserves the right to grant easements for the construction and operation of electric light, telephone lines, gas piping, storm and waste water sewers, cable television lines, water lines, and other public utilities in and upon the property within the platted utility easement areas until such services are granted to all properties in Fairway Estates subdivision. Fairway Estates of Newark Homeowners Association Inc. reserves the right to vacate, in whole or part, any platted utility easement to the extent that the easement has not been utilized by a specific utility and that all lots are otherwise served by all

required public utilities.

Section 16. Lot Splits and Combinations:

A. Proposed splitting and/or combining of properties shall require approval by Fairway Estates of Newark Homeowners Association Inc. Approval may be granted if Fairway Estates of Newark Homeowners Association Inc. deems it appropriate to accommodate proper home design, relative home sizes, or saving of trees and if no property is being released from these covenants.

B. Combinations. Fairway Estates of Newark Homeowners Association Inc. reserves the right to combine all or parts of lots in any fashion without the consent of any other lot owner or The Association. Included in the rights so reserved are the rights to vacate easement areas and building set back lines and to change any property line to any lot or adjoining lot provided consent of the adjoining property owner is obtained where a property line of an adjoining owner is affected.

Section 17. Easements and Building Setback Lines:

A. As described in section 17 above, there are areas of ground in Fairway Estates reserved as Utility Easements. These are reserved for public utility companies and government agencies needing access to inspect, maintain, construct, or enhance public utilities. It is the responsibility of homeowners to maintain these areas in an attractive fashion and free from encumbrances such as permanent structures.

B. Building Setback Lines. Front building setback lines and side and rear setback lines shall be maintained as shown on the plat.

Section 18. Common:

Those areas, improvements, structures, and/or equipages identified by deed or title as being owned by Fairway Estates of Newark Homeowners Association Inc., shall be deemed to be equally apportioned amongst all lots comprising the Fairway Estates subdivision to which these restrictions apply. These areas are defined to be The Common.

ARTICLE II HOMEOWNERS ASSOCIATION

Section 1. Membership and Voting:

A. Identified. The subdivision homeowners' association is Fairway Estates of Newark Homeowners Association Inc., an Ohio Corporation not for profit.

B. Membership. Every lot owner shall be a member of the Association.

C. Meetings and Voting. The Association shall meet once a year to elect Trustees and at such other times as designated by the Association in accordance with its bylaws. Every lot shall be entitled to one vote in affairs of the Association. Persons having the power to convey fee simple in a given lot shall constitute having one vote. The vote of any lot may not be split. Any lot-vote not readily determined shall be counted as abstained.

Section 2. Responsibilities:

The Association shall be responsible for maintenance, operating expenses, taxes, and assessments of all areas designed as the Common on the plat of the Fairway Estates subdivision. The manner of maintaining these areas shall be decided by the Association.

Section 3. Assessments and Liens:

A. Annual Assessments. In order to carry out the purposes described herein, each lot is assessed with an annual fee in an amount and due on a date specified by the board of

trustees in accordance with the by-laws of the Association.

B. Special Assessments. The Association shall be empowered to levy and collect special assessments for the construction of any new improvements and such purposes as the Association may determine in accordance with its bylaws.

C. Lien for Unpaid Assessments. In the event annual assessments or special assessments are not paid when due and remain in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at a rate up to the highest rate in interest then permitted by law and may cause Notice of Lien to be filed with the Licking County Recorder's Office describing the lot or lots which the lien applies, the name of the owners, the assessment amount and interest. The Notice of Lien shall be executed by the Treasurer and any other designee of Fairway Estates of Newark Homeowners Association Inc. It shall be released in like manner.

D. Assessment Obligation. Each assessment, together with interest and costs, shall also be the joint and personal obligation of the Lot Owners who owned the Lot at the time when the assessment was due.

E. Certificate of Payment. Upon written demand by Lot Owner, the Association of Fairway Estates of Newark Homeowners Association Inc. or its designee shall within a reasonable period of time, issue a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, it all assessments and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association of Fairway Estate of Newark Homeowners Associations Inc. or its designee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated between the Association and bona fide purchaser of, or lender on, the Lot in question.

F. Lien of First Mortgage Superior. Not withstanding the foregoing, the lien of the

assessments provided for herein and the annual assessment herein before provided, is subordinate to the lien of any duly executed first mortgage encumbering title to the Lot upon which the assessment attaches. Any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure and any purchaser at a foreclosure shall take the Lot free of any claims for unpaid installments or assessments or charges against the mortgaged Lot which become due and payable prior to the time such holder or purchaser took title to that Lot. The title of the party described in the preceding sentence shall be subject to any annual assessment thereafter coming due and any installment of special assessment coming due after title is acquired.

ARTICLE III GENERAL PROVISIONS

Section 1. Violation of Covenants:

The Association of Fairway Estates of Newark Homeowners Association Inc. or its designee or any person or persons owning any real property situated in Fairway Estates may prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein. Failure by any party to enforce any covenant, restriction, or agreement herein contained shall in no event by deemed a waiver of the right to take such action for the violation or for any further violation.

Section 2. Term of Covenants and Restrictions:

There herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed covenants and shall run with the land and bind all lot owners, their successors, and their heirs, executors, administrators and assigns for forty (40) years and shall be automatically extended for successive periods of ten (10) years unless amended.

Section 3. Amendments:

These restrictions may be amended only by the affirmative vote cast by a simple majority of the Fairway Estates lot owners, one vote per lot, represented at a meeting called for the purpose with prior published 30 days minimum notification delivered to the address of record and at which ¾ of the lots are represented by a lot owner or owner's proxy.

Section 4. Definitions:

The word "Association" and the phrase "Fairway Estates of Newark Homeowners Association" separate or in combination, and the phrase "Fairway Estates of Newark Homeowners Association Inc." shall all be treated as synonymously referencing the organization of owners of lots to which these covenants and restrictions refer.

The word "designee" as used in this document shall mean any person, committee, firm or corporation expressly designated by the Association of Fairway Estates of Newark Homeowners Association to act for it. Specifically all elected officers of Fairway Estates of Newark Homeowners Association Inc. are so designated.

Section 5. Paragraph Heading:

The paragraph headings are intended for convenience only and are not intended to be a part of these restrictions or in any way to define, limit, or describe the scope or intent of the particular section to which they refer.

Section 6. Effect of Invalidation:

If any provisions of these restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of such provisions shall not affect the validity of the remaining provisions hereof.

Section 7. Approvals:

Any approvals required under these restrictions shall be deemed granted if not disapproved within ninety (90) days after submission of a written request for approval to Fairway Estate of Newark Homeowners Association Inc. or its designee.

IN WITNESS WHEREOF, Fairway Estates of Newark Homeowners Association Inc., has executed this instrument this 9th day of July, 2015.

Fairway Estates of Newark Homeowners Association Inc.

BY: _____ TREASURER

Michael A Haas, Treasurer

Before me, a Notary Public in and for Licking County and State of Ohio, personally appeared the above named Michael A Haas, Treasurer of Fairway Estates of Newark Homeowners Association Inc. who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal at Newark, Ohio this 9th day of July, 2015

NOTARIAL SEAL STATE OF OHIO

Carrie Ferguson
Notary Public, State of Ohio
My Commission Expires 10-26-15

_____
Notary

Prepared By Fairway Estates of Newark Homeowners Association Inc