

REGULATIONS AND RESTRICTIONS OF GLENFORD COMMONS PHASE II

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1. THIS DECLARATION MADE TODAY BY FRANK CORRELL (HEREINAFTER THE GRANTOR), GRANTOR IS THE OWNER OF ALL OF THE LOTS LOCATED IN GLENFORD COMMONS (HEREINAFTER THE PROPERTY) AS SAID SUBDIVISION IS SHOWN IN THE PLAT THEREOF RECORDED IN PLAT BOOK, PAGE OF THE PLAT RECORDS OF PERRY COUNTY, OHIO. GRANTOR INTENDS TO SELL THE PROPERTY, RESTRICTING IT IN ACCORDANCE WITH A COMMON PLAN DESIGNED TO PRESERVE THE VALUE AND RESIDENTIAL QUALITIES OF THE PROPERTY, FOR THE BENEFIT OF ITS FUTURE OWNERS. GRANTOR THEREFORE DECLARES THE PROPERTY SHALL BE HELD, TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED AND OCCUPIED SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS HEREINAFTER SET FORTH (HEREINAFTER REFERRED TO AS THE COVENANTS) EXPRESSLY AND EXCLUSIVELY FOR THE USE AND BENEFIT OF THE PROPERTY AND OF EACH AND EVERY PERSON OR ENTITY WHO NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS OF THE PROPERTY.
2. THE TERM "GRANTOR" AS SHOWN HEREIN SHALL MEAN ONLY FRANK CORRELL, AND NOT SUBSEQUENT OWNERS OF LOTS WHO LATER CONVEY THEM AS GRANTORS. FRANK CORRELL SHALL RETAIN THE POWER AND RIGHTS OF "GRANTOR" SO LONG AS HE OWNS ANY LOT IN THE PROPERTY OR ANY LAND ADJACENT TO THE PROPERTY OR ANY LOT IN THE SUBDIVISION WHICH IS ADJACENT TO THE PROPERTY OR UNTIL GRANTOR, IN WRITING, VOLUNTARILY SURRENDERS SUCH POWER.
3. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE OWNERS OF TWO-THIRDS OF THE LOTS IN THE PROPERTY HAS BEEN RECORDED, AGREEING TO TERMINATE OR AMEND SAID COVENANTS IN WHOLE OR IN PART.
4. VIOLATION OR BREACH OF ANY OF THESE COVENANTS SHALL GIVE TO THE GRANTOR THE RIGHT TO ENTER ANY LOT IN THE PROPERTY INVOLVED AND ABATE AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER OF THE LOT INVOLVED OR TO PROCEED AT LAW OR IN EQUITY AGAINST SUCH OWNER OR ANY PERSON OR PERSONS WHO HAVE VIOLATED OR ARE ATTEMPTING TO VIOLATE THE COVENANTS TO RESTRAIN SUCH VIOLATORS FROM DOING SO, AND TO CAUSE SAID VIOLATION OR ATTEMPTED VIOLATION TO BE REMEDIED, OR TO RECOVER DAMAGES THEREFOR, ALL SUCH COST OF ENFORCEMENT AND ABATEMENT, TOGETHER WITH LEGAL FEES CHARGED ON THE OFFENDING LOT SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH EACH SUCH ACTION IS TAKEN, SUBJECT ONLY TO THE LIEN OF ANY FIRST MORTGAGE. ALL SUCH COST SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH LOT AT THE TIME WHEN THE ACTION WAS TAKEN. THE PERSONAL OBLIGATION OF ALL SUCH COSTS SHALL NOT PASS TO SUCCESSORS IN TITLE UNLESS EXPRESSLY ASSUMED BY THEM.
5. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR BY COURT ORDER SHALL IN NO MANNER AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
6. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO MOBILE HOMES, TRAILERS MODULAR HOMES OR PREFABRICATED HOMES SHALL PERMITTED TO BE PLACED OR CONSTRUCTED ON THE PREMISES.
7. THE PROPERTY SHALL BE USED EXCLUSIVELY AND SOLELY FOR SINGLE FAMILY AND PRIVATE RESIDENCE PURPOSES. NO MORE THAN ONE DWELLING HOUSE SHALL BE ERECTED ON ANY LOT AS ORIGINALLY OR SUBSEQUENTLY PLATTED. THERE SHALL NOT BE ERECTED, CONSTRUCTED, SUFFERED, PERMITTED, USED, OPERATED OR MAINTAINED ON SAID TRACT ANY NUISANCE OF CHARACTER, AND THE FOLLOWING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SHALL BE CONSIDERED NUISANCES:
 - A. WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS
 - B. DOG KENNELS;
 - C. ANY DISPOSAL OF SEWAGE WHICH IS NOT DISPOSED OF IN ACCORDANCE WITH PERRY COUNTY BOARD OF HEALTH, OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OF THE SAME;
 - D. THE MANUFACTURE OR SALE OF SPIRITUOUS, VINOUS OR FERMENTED LIQUORS, EITHER WHOLESALE OR RETAIL;
 - E. MERCANTILE OR MANUFACTURING BUSINESS OF ANY KIND;
 - F. SIGNS, BILLBOARDS OR ANY OTHER ADVERTISING DEVICE;
 - G. ANY USE OF THE PROPERTY WHICH ENDANGERS THE HEALTH OR UNREASONABLY DISTURBS THE QUIET OWNERSHIP AND ENJOYMENT OF THE OWNERS OR HOLDERS OF ADJOINING LAND.
8. ALL RESIDENCES, EXCLUSIVE OF A GARAGE, SHALL CONTAIN A MINIMUM OF 1,500 SQUARE FEET. NO BUILDING SHALL BE ERECTED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS HAVE BEEN APPROVED BY FRANK CORRELL FOR THE PURPOSE OF VERIFYING THE SQUARE FOOTAGE REQUIREMENT.
9. FRANK CORRELL, HIS SUCCESSORS OR ASSIGNS, SHALL NOT BE LIABLE TO ANYONE FOR APPROVAL BY REASON OF MISTAKES IN JUDGEMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, NEGLIGENCE, OR NONFEASANCE PLANS. EVERY PERSON AND ENTITY WHO SUBMITS PLANS TO FRANK CORRELL AGREES, BY SUBMISSION OF SUCH PLANS, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST FRANK CORRELL, HIS SUCCESSORS OR ASSIGNS, TO ACT OR RECOVER DAMAGES.

10. WITHIN TWELVE (12) MONTHS AFTER THE GROUND HAS BEEN BROKEN FOR CONSTRUCTION, THE APPROVED BUILDING SHALL BE COMPLETELY SIDED AND FINISHED AS TO THE EXTERIOR THEREOF ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS. THE LAND SURROUNDING THE SAME SHALL BE CLEARED OF ALL BUILDING DEBRIS AND THE LAWN SHALL BE GRADED AND SEEDED.
11. NO SINGLE LOT SHALL BE SUBDIVIDED, HOWEVER, THIS RESTRICTION SHALL NOT BE CONSTRUED TO PREVENT ANY OWNER OF MORE THAN ONE (1) LOT FROM BUILDING IN SUCH A MANNER AS TO UTILIZE MORE THAN ONE (1) LOT AS GROUND FOR HIS SINGLE DWELLING. NO NEW THOROUGHFARE SHALL BE ESTABLISHED WITHOUT CONSENT OF THE GRANTOR OR HIS DULY DESIGNATED AGENT.
12. NO BUILDING OR RESIDENCE OR OTHER IMPROVEMENT SHALL BE MOVED FROM OTHER LOCATIONS ON TO ANY PART OF THE PROPERTY WITHOUT CONSENT OF THE GRANTOR OR ITS DULY DESIGNATED AGENTS.
13. NO USED MATERIALS SHALL BE USED IN THE EXTERIOR CONSTRUCTION OF RESIDENCES OR BUILDINGS ON THE PROPERTY.
14. NO DIRT SHALL BE DUG AND REMOVED FROM ANY LOT EXCEPT BY WRITTEN PERMISSION OF THE GRANTOR. NO NATURAL DRAINAGE DITCH SHALL BE OBSTRUCTED OR CHANGED WITHOUT THE CONSENT OF THE GRANTOR. WHENEVER, BECAUSE OF CONSTRUCTIONS OF IMPROVEMENTS ON THE LOT IN THE PROPERTY OR FOR SOME OTHER REASON, SILT WOULD RUN OFF A LOT ONTO AN ADJACENT PROPERTY, THE OWNER OF SUCH LOT SHALL BE OBLIGATED TO PROVIDE A MEANS OF SILTATION CONTROL TO PREVENT SILT FROM RUNNING OFF OF SUCH LOT ONTO SUCH ADJACENT PROPERTY.
15. NO AUTOMOBILES OR MOTOR DRIVEN VEHICLES MAY BE LEFT UPON THE PROPERTY FOR A PERIOD OF LONGER THAN FIFTEEN (15) DAYS IN A CONDITION SUCH THAT IT IS INCAPABLE OF BEING OPERATED UPON PUBLIC HIGHWAYS. AFTER SUCH TIME THE VEHICLE SHALL BE CONSIDERED AS A NUISANCE AND DETRIMENTAL TO THE WELFARE OF THE NEIGHBORHOOD AND MUST BE REMOVED FROM THE PROPERTY.
16. EASEMENTS AND RIGHT OF WAY UPON, ACROSS, OVER, THROUGH, AND UNDER THE PROPERTY ARE HEREBY EXPRESSLY RESERVED AND DESIGNATED IN THE RECORDED PLAT OF ALL ADJOINING LOT BOUNDARIES IN THE PROPERTY AND UPON, ACROSS, THROUGH AND UNDER A TEN FOOT STRIP OF ALL PERIMETER LOT BOUNDARIES ON THE PROPERTIES FOR INGRESS, EGRESS, INSTALLATION, REPLACEMENT, REPAIR AND MAINTENANCE OF ALL UTILITY AND SERVICE LINES AND SYSTEMS INCLUDING, BUT NOT LIMITED TO WATER, GAS, TELEPHONES, ELECTRICITY, TELEVISION, CABLE OR COMMUNICATION LINES AND SYSTEMS AND FOR THE CONSTRUCTION AND MAINTENANCE OF STORM WATER DRAINS, LAND DRAINS, PUBLIC AND PRIVATE SEWERS. BY VIRTUE OF THIS EASEMENT IT SHALL BE EXPRESSLY PERMISSIBLE FOR GRANTOR OR PROVIDING UTILITY OR SERVICES COMPANY TO INSTALL AND MAINTAIN FACILITIES AND EQUIPMENT ON SAID PROPERTY, TO EXCAVATE FOR SUCH PURPOSES AND TO AFFIX AND MAINTAIN WIRES, CIRCUIT, AND CONDUITS. PROVIDING SUCH COMPANIES RESTORES DISTURBED AREAS TO THE CONDITION IN WHICH THEY WERE FOUND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PARAGRAPH (1) NO SEWERS, ELECTRICAL LINES, WATER LINES OR OTHER UTILITY INSTALLED OR RELOCATED ON SAID PREMISES EXCEPT AS APPROVED BY THE GRANTOR; AND (2) IT SHALL NOT BE CONSTRUED TO APPLY TO THE RELOCATION, INSTALLATION OR REMOVAL OF UTILITY LINES WITHIN A LOT WHICH SERVE ONLY THAT LOT. THIS EASEMENT SHALL IN NO WAY AFFECT ANY OTHER RECORDED EASEMENTS ON SAID PREMISES.
17. FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF THE CONVEYANCE OF EACH LOT, THE GRANTOR RESERVES AN EASEMENT AND RIGHT ON, OVER AND UNDER THE GROUND WITHIN ANY LOT TO MAINTAIN AND TO CORRECT DRAINAGE OF SURFACE WATER IN ORDER TO MAINTAIN REASONABLE STANDARDS OF HEALTH, SAFETY AND APPEARANCE. SUCH RIGHT EXPRESSLY INCLUDES THE RIGHT TO CUT TREES, BUSHES OR SHRUBBERY, MAKE ANY GRADINGS OF THE SOIL, OR TO TAKE ANY OTHER SIMILAR ACTION REASONABLY NECESSARY, FOLLOWING WHICH THE GRANTOR SHALL RESTORE THE EFFECTED PROPERTY TO ITS ORIGINAL CONDITION AS NEAR AS PRACTICABLE. THE GRANTOR SHALL GIVE REASONABLE NOTICE OF INTENT TO TAKE SUCH ACTION TO ALL AFFECTED OWNERS, UNLESS IN THE OPINION OF THE GRANTOR AN EMERGENCY EXISTS WHICH PRECLUDES SUCH NOTICE.
18. THERE IS HEREBY CREATED AN EASEMENT IN FAVOR OF THE GRANTOR OR ITS AGENT FOR INGRESS AND EGRESS ON ANY LOT TO INSPECT SUCH PROPERTY FOR (A) ALLEGED VIOLATIONS OF THESE COVENANTS AND (B) COMPLIANCE WITH ARCHITECTURAL STANDARDS AND/OR APPROVED PLANS FOR ALTERATIONS AND IMPROVEMENTS, PROVIDED THE OWNER OF SUCH LOT IS GIVEN WRITTEN NOTICE OF AT LEAST THREE (3) DAYS IN ADVANCE THEREOF AND SUCH INSPECTION IS PERFORMED DURING REASONABLE HOURS.
19. THE FAILURE OF THE GRANTOR TO ENFORCE ANY RESTRICTION SHALL NEVER BE CONSTRUED TO BE WAIVER, ACQUIESCENCE OR CONSENT TO ANY BREACH OR VIOLATION OF THE PROVISIONS HEREIN CONTAINED.
20. ALL REGULATIONS OF PERRY COUNTY, HOPWELL TOWNSHIP, OR GLENFORD, OHIO WILL APPLY EXCEPT AS MODIFIED HEREIN.

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