

## Deer Trail Estates

### Section 1

#### Declaration of Covenants, Restrictions and Easements

This Declaration of Covenants, Restrictions and Easements (the "Declaration") is established by Daniel and Ashley Grosse (hereinafter referred to as "Developer"), being the owner of all of the following described property situated in Perry County, Ohio commonly known as Deer Trail, and may be referred to as Deer Trail Estates (the "Subdivision"):

Legal Description: See Exhibit "A" attached hereto and incorporated herein by reference.

Each of the foregoing Lots in Deer Trail Estates Subdivision shall be subject to the terms and conditions of this Declaration, and the Declaration shall automatically attach to the lots of Deer Trail Estates as each such plat is recorded in Perry County. Each of the Lots is referred to as a "lot", and all of the lots are referred to collectively as "lots".

In pursuance of a general plan for the development, protection, benefit and mutual advantage of all the lots, and all of the persons who may now or hereafter become owners of all or any part of a lot in the subdivision, and upon acceptance of a deed of conveyance, the Grantee of any lot of the subdivision accepts the same subject to all and each of the following reservations, restrictions, conditions, easements, assessments, charges, agreements, covenants, obligations, rights, uses and provisions, (hereinafter collectively referred to as "Restrictions") which are for the mutual benefit and protection of, and shall be enforceable by the developer and by any owner of the lots. The Grantee, for himself and his successors and shall be enforceable by the developer and by any owner of the lots. The Grantee, or himself and his successors and assigns, accepts the conveyance of a lot subject to each and all of the following Restrictions and agrees fully and punctually to observe, comply with, perform and carry out the same, to wit:

The Developer has established a general plan for the improvement and development of the subdivision, and does hereby establish the restrictions upon which all lots and portions of such lots shall be used, occupied, improved, sold and conveyed by it as developer. All of these Restrictions are for the benefit of each owner of a lot in the subdivision or any interest therein, and shall inure to the benefit of and bind each of the successors in interest to the present owner thereof. All of the restrictions are imposed upon each of such lots and are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof. The Restrictions established by the developer are as follows:

#### ARTICLE 1

- (A) Land Use: Deer Trail Estates subdivision shall be used for single family residential purposes only, unless Developer in its sole discretion determines to use a lot or part thereof for other purposes in order to assist in the improvement of the subdivision. No lot or the improvements thereon, shall be used to provide shelter on a temporary, semi-permanent, or permanent basis, to more than three persons unrelated to each other by blood, marriage, or legal adoption. The word "family" as used herein means a person or group of persons living as a single housekeeping unit. No building or structure shall be erected, altered,

placed or permitted to remain on any lot that would exceed 2.5 (two and one half) stories in height and in no event shall any building or structure be erected to a height greater than specified in the applicable zoning code from the finish grade of the building or structure. Permitted structures shall consist of single family residences, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any lot without the express written consent of the Developer. The word "structure" as used herein means anything or object including, but not limited to, above ground swimming pool, greenhouse, coop, cage, animal run, house trailer or any other temporary or permanent improvement on such lot, any of which shall not be considered permitted structures.

- (B) Lot Split: No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new lot unless approved in writing from the Developer.
- (C) Prohibited Activities: Except as otherwise provided herein, no industry, business, trade, occupation, profession, or commercial activity of any kind whether for profit or non-profit purposes, shall be conducted maintained or permitted on any lot. Portions of homes may be used for "home office" purposes, provided, however, that all work performed herein is performed only by the Owner or other residence of the home and not by outside employees or associates, provided, further that the "home office" use does not entail regular customer, client, or vendor visitation, and provided further the such "home office" use is not evident in any way from the exterior of the home (example: non-resident parked vehicles and signage). No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Further, no lot shall be used, under any circumstances, as a "boarding house", "group home", or lodging house. Boarding house, group homes, and lodging houses are defined to include in their meanings the temporary, semi-permanent, or permanent housing of any group of more than 3 (three) persons unrelated by blood, marriage, or legal adoption. An in home day care is permitted.
- (D) Design guidelines/plan approval: For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within the subdivision, Each lot owner shall be required to submit (1) set of preliminary and final plans and site layout for the building intended to be created thereon, to the developer. Including the exterior design/style and materials to be used. No excavation shall be made, no structure shall be erected and no materials shall be stored upon the premises by said lot owner or his agents, heirs, successors or assigns, until the developer shall have approved said plans and specifications in writing. If the developer fails to approve or disapprove the said plans within 30 days of receiving the plans and specifications they shall be deemed to have been approved and the requirements herein fulfilled. If the developer disapproves the plans the lot owner may resubmit the said plans and specifications until approval is received. Within any drainage easement areas designated on any of the recorded plats of the subdivision, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easements area. The easement area encumbering each lot and all surface improvements there shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.
- (E) Building Location: No building shall be located on any lot nearer to the front line, side street line or any lot lines, than permitted by the minimum building set back lines. The

minimum set back lines shall be as follows: The greater of the distances provided for on each lot on the final recorded plat of the subdivision, or the following distances:

- (1) From the rear lot line, a minimum of 25'
- (2) From the front Lot line, a minimum of 50'
- (3) From the side Lot line, a minimum of 25'

No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railing, or fences not exceeding 3' (three feet) in height located on or adjacent to entrance walkways or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants or for small statuary entranceways, fountains or similar ornamentation for the purposes of beautifying said premises. Time frame for completion of construction of any structure once started is one (1) year.

- (F) Temporary Residence: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- (G) Animals: No livestock or horses may be kept on any lot only domestic dogs and cats are permitted. No exposed kennels are permitted.
- (H) Waste Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties by a screening wall approved fencing or landscape material.
- (I) Soil Removal: No soil shall be removed for any commercial purpose.
- (J) Clothes Lines: No clothing or any other household fabrics shall be hung within view of the street or side views of the neighboring lots.
- (K) Vehicle Not In Use/ Semi, boat and RV parking and storage: No automobile or motor driven vehicle or towed vehicles shall be left in public view for a period longer than (2) days in a condition wherein it is not able to be operated upon a public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom. Absolutely no Semi Truck, Boat or Recreational vehicle parking in the open is permitted on any lot or street. Any of these vehicles/watercraft listed above would need to be parked completely inside an enclosed garage.
- (L) Garage/Driveway: No dwelling may be constructed on any lot unless an enclosed garage of at least 2 (two) automobiles is also constructed thereon. All driveways shall be surfaced with a durable hard surface material listed as follows: Concrete, Asphalt, or Pavers.
- (M) Antennas: Television and radio antennas, including dish type satellite stations over 24" in diameter. Whether roof top or ground mounted, shall be prohibited on the exterior of any house or lot. No towers of any kind, including, but not limited to television, radio and/or microwave towers, shall be erected, placed or maintained on any lot in the subdivision.
- (N) Storage Tanks: No storage tank(s) larger than 10 (ten) cubic feet including, but not limited to, those for storage of water, gasoline, oil, other liquid or any gas shall be permitted on any lot except underground, and any storage tanks less than 10 (ten) cubic feet shall be placed within view of the street.

- (O) Fencing Lots: Construction of fences and walls is prohibited on any lot until plans and specification are approved by the developer as set forth herein. At no time will developer approve any fence or wall which exceeds 5' (five feet) in height. Absolutely no chain link or wire fences shall be permitted. Plans for all walls and fences shall be approved by the developer prior to construction. The design and type of materials will be at the sole discretion of the developer.
- (P) Minimum Square Footage Requirements: All residences of two or more stories shall not have less than 2,200 (twenty-two hundred) livable square footage (garage and basement square footage is not included in the livable square footage). Ranch style homes (homes with only one (1) story above ground elevation) will not have less than 1,800 (eighteen hundred) square feet of livable square footage (this does not include garage or basement square footage as well).
- (Q) Underground Utilities: All pipes, electric lines, cable TV and telephone lines shall be located underground and in accordance with county and city requirements.

## **ARTICLE II**

- (A) Real Covenants: The restrictions set forth in this declaration shall be covenants running with the land and the breach of any such covenants by the owner of any lot or lots may be remedied by appropriate proceedings at law or in equity by the developer or by the owner of another lot in the subdivision, but by no other person. If Developer retains counsel to enforce any of the restriction, by reason of such breach, all costs incurred in such enforcement, including reasonable fees for counsel, shall be paid by the owner of such lot or lots.

## **ARTICLE III**

- (A) Duration: All of the foregoing restriction shall continue and remain in full force and effect at all times as against the owner of any lot within the subdivision, regardless of how title was acquired, until December 31 2033, on which date these restrictions shall be automatically extended for successive periods of ten years unless, on or before the end of each such extension period, the owners of at least 75% (seventy five percent) of the lots I the subdivision shall by written instrument, duly recorded in Perry County, Declare an amendment of any of these restriction. Termination of these restrictions shall only occur by the affirmative vote of the owner of at least 90% (ninety percent) of the lots in the subdivision in writing declaring such termination.
- (B) Enforcement: Enforcement shall be proceedings by law or in equity or both by any owner of any lot or by the developer against any person or persons violating or attempting to violate any of the restrictions, either to restrain violation or recover damages. No failure to object to violations of any restrictions or to enforce any restrictions shall be deemed a waiver or the right to do so thereafter, either as to the same violations or as one occurring prior to subsequent thereto.
- (C) Severability: Each of the restriction contained herein is independent and separate and in the event any one or more such restrictions shall for any reason be held invalid or unenforceable by a court of competent jurisdiction all remaining restrictions shall nevertheless remain in full force and effect.

#### **ARTICLE IV**

- (A) **Acceptance:** By accepting a deed to any lot or part thereof, a grantee accepts the same subject to the foregoing restriction and agrees for himself, his heirs, and successors and assigns to be bound by each of such covenants jointly.

#### **ARTICLE V**

- (A) **Amendment by developer and lot owners:** Developer hereby reserves the absolute right to amend or modify these restriction, without the consent or approval of the lot owners, by a declaration of amendment if such amendments shall be for the benefit of the subdivision or requested or required by a governmental authority or agency having jurisdiction over the subdivision. Any other amendment of the restrictions shall require the written consent of at least 75% of the lot owners and shall be evidenced by a written instrument recorded in Perry County. The lot owners shall not have the right to amend this declaration for the purpose of modifying or amending any easements now or hereafter created and reserved by the developer for the benefit of the subdivision.