

# TRACEMORE ESTATES NO.1

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 30, T-5, R-13, LIBERTY TWP., LOGAN COUNTY, OHIO

## RESTRICTIONS TRACEMORE ESTATES

### ARTICLE I

(A) LAND USE: All of said lots in TRACEMORE ESTATES SUBDIVISION shall be used for single family residential purposes only. All garages shall be attached to the residence building and no unattached permanent structures of any type or any other out buildings shall be constructed or erected on any lot unless the building is in strict conformity with the residence architecture, the size exceeds 400 square feet, the size does not exceed 1200 square feet, and a majority of the lot owners at the time of application and prior to construction sign a letter of consent to a form outlining the above requirements and noting the exact location of the building on the lot. The word, architecture, in the preceding sentence refers to all aspects of appearance such as exterior treatment, roof slope, and landscaping.

(B) HEIGHT RESTRICTIONS: No building shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one half stories in height and in no event shall any building be erected to a height exceeding 35 feet from the finish grade of building, together with necessary accessory buildings including a garage.

(C) LOT SPLIT: No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new lot.

(D) TRADE OR COMMERCIAL ACTIVITY BARRED: No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any said lot in TRACEMORE ESTATES.

(E) BUILDING STANDARDS: All homes constructed on lots in TRACEMORE ESTATES shall meet and conform to the following requirements:

- (1) A minimum living space of 1,800 square feet except lot 18 which may have a minimum living space of 1,600 square feet.
- (2) Two car attached garages comprising a minimum of 550 square feet.
- (3) Exterior materials of stone, brick, cedar, redwood, other solid natural woods, stucco or a form thereof, or combinations thereof.
- (4) Minimum roof pitches, 5 units vertical to 12 units horizontal.
- (5) Mandatory use of architectural or "dimensional" shingles.
- (6) Mandatory use of earth tones and muted colors on painted surfaces with the exception of architectural accents.
- (7) Brick must be manufactured by Belden or Glen-Gary.

(F) PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within TRACEMORE ESTATES, each owner of a lot shall be required to submit (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to the Grantor, setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the structure on the lot including setbacks, setbacks and conformance with the grading and drainage plan.

Each owner covenants that no excavations shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner or his agents, heirs, successors, or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within one (1) year following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby acknowledges the right of Grantor, at its option, to repurchase the lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

Each lot owner further acknowledges that in considering plans and specifications submitted, Grantor will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent lots and effect upon the neighboring properties and the overall development of TRACEMORE ESTATES and acknowledges that the Grantor may require submission of samples of materials to be used in the construction of said single family residence as a condition of the approval of said plans and specifications. As a general principle, the Grantor will not approve plans that are identical or closely approximate to those that have been previously submitted for review and approval. Each lot owner further acknowledges that the Grantor shall not be responsible or liable to said owner or to any other owner of lots in the subdivisions by reason of the exercise of its judgement in approving or

disapproving plans submitted nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications. No homes of unusual appearance in style to the area shall be permitted such as "dome" homes, buried homes, or A-frame structures.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Grantor in accordance herewith.

Within the easement areas designated on the recorded plat of TRACEMORE ESTATES, 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 easement areas. The easement area of each lot and all surface improvements thereon 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.

(G) BUILDING LOCATION; FENCES: Unless an exception is approved by Grantor, the front of all homes constructed in TRACEMORE ESTATES must begin at the front setback line but no building shall be located on any lot nearer to a side street than the minimum building setback lines shown on the recorded plat or nearer to the rear property line than thirty feet. 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 three (3) feet in height located on or adjacent to entrance platforms or steps. This provision (F) shall be applicable to limit the size or location of the subdivision entry signs, identification or walls. 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 statutory entranceway, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of any variety shall be grown on such portions of said lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulations.

No chain link fencing or common agricultural fencing shall be permitted in the subdivision.

(H) TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(I) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building shall be placed upon any lot for storage without the express written consent of Grantor.

(J) ANIMALS: No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two cats may be kept on any lot except six dogs or cats in excess of such numbers are less than three months of age. All animals must be restrained on the owner's lot or on a restraining leash or electric restraint and owners shall take all steps to insure the same.

(K) LOT MAINTENANCE AND WASTE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept within the confines of the owner's dwelling. On trash removal day, trash containers may be kept on driveways or streets for a maximum period of 24 hours. All developed lots with or without residences shall be maintained by the owner of said lots by mowing no fewer than two times each year, not later than June 14 and September 1.

(L) VEHICLES NOT IN USE: No automobile or motor-driven vehicle shall be left upon any lot for a period longer than 10 days in a condition wherein it is not able to be operated upon the 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.

(M) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of TRACEMORE ESTATES and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(N) BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE: No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other permanent vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 72 hours in any period of thirty (30) days.

(O) SIGNS: No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than six square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

(P) ANTENNAS: Radio-antennas, including satellite dishes larger than 2 meters, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or lot. Satellite dishes not exceeding 2 meters in diameter and shielded from all public right-of-way sight by a wood fence are acceptable.

(Q) ENTRANCE WALLS, SUBDIVISION IDENTIFICATION SIGNS, EARTHMOUNDS AND LANDSCAPING: The walls, subdivision identification signs, earthmounds and landscaping placed on lots 3 and 4 shall not be removed or changed and shall be maintained in good condition by the Association.

(R) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configurations.

(S) EXPOSED BLOCK: No buildings or structures within the subdivision may have more than two (2) courses of exposed block.

(T) LANDSCAPING: The following minimum landscaping standards shall apply:

- (i) Front yards must be sodded or seeded within 60 days of occupancy unless occupied later than October 15 and before January 1 which will grant an extension until April 15, except around trees where mulching shall be permitted;
- (ii) In the front yards, there must exist at least (2) shade or ornamental trees with minimum caliper of two inches (2").

(U) DRIVES: All drives and parking areas must be surfaced with either minimum 4" thick concrete or minimum 3" thick asphalt.

(W) FUEL TANKS: No fuel tank for any purpose shall be permitted above ground. Buried tanks must conform to safety requirements as mandated by local, state, and federal authorities if applicable.

(X) SWIMMING POOLS: Swimming pools, exterior hot tubs, etc. are permitted but must be shielded from view from the public roadway. Local zoning regulations may provide further restrictions.

(Y) OWNERS ASSOCIATION LIEN: Each owner of lots in this subdivision shall automatically become a member of the Owners Association which shall be established for the purpose, among other things, of maintaining the common areas as set forth on the recorded plat of said subdivision as well as those dedicated areas not maintained to the satisfaction of the Owners Association. As a member of the Association, each owner shall be liable for assessments and/or dues which assessments and/or dues shall become a lien upon said lots, subject only to the lien for real estate tax and assessments and any first mortgage lien against said real estate.

For the purposes of determining each owner's share and also for the purpose of determining the number of votes that each owner has in the Owners Association, said share and voting shall be determined on a unit basis.

### ARTICLE II

Grantor reserves the right to modify or amend these Deed Restrictions during the period of constructing improvements and selling all lots. However, any modification or amendment shall not further restrict those requirements set forth herein.

### ARTICLE III

(A) These restrictions shall run with the land and shall be binding upon all parties until 2017, after which said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said restrictions in whole or in part.

(B) Enforcement of these restrictions shall be by proceedings law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.

(C) Invalidation of any one of these restrictions by judgement court order shall in no way affect any of the other provisions which remain in full force and effect.