

Restrictions For "The Estates at Stonehenge North"

(Continued on Sheet 5 of 5)

1. These covenants are (1) created to protect the overall development of the Grantor including this subdivision and all subdivisions which are located in this development; (2) run with the land; and (3) 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 a 75% majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law and or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.
3. Invalidation of any one of these covenants by judgment or court order shall in no manner affect any of the other provisions which shall remain in full force and effect.
4. No lot shall be used except for residential purposes and no building, including pet houses, shall be erected, altered, placed or permitted to remain on any lot other than an approved single family dwelling with an attached garage for not more than Five (5) cars, per family, which are used on a daily basis, and or approved storage buildings, and or a free standing accessory garage with approval as outlined in paragraph 6. Passenger vehicles not used on a daily basis must be stored in an approved accessory garage or storage building and shall not be left parked outside in the streets, driveways or any portion of the lot.
5. These premises are conveyed subject to the following conditions as to the sewage system, street lighting, and common area signage. Grantee shall have installed on their property a traditional septic tank/leach field sewer system approved by the Muskingum County Health Department, which shall be completely below ground. No above ground sewage system of any type shall be permitted.
 - (a) That the notice to grantee herein set forth shall be binding upon the grantee, his heirs and assigns and any and all claiming under or through grantee.
 - (b) That no surface water, downspouts or foundation and footing drains shall be permitted or suffered to enter into the sewage lines at any point or at any time.
 - (c) That grantee will be required to pay, to Grantor (developer) a unit service charge for operation and maintenance of night time street lighting, and maintenance and or replacement of common area signage, no less than once per year and that such charge is to be based upon the cost of lighting operation, and maintenance and replacement of said lighting and or common area signage and apportioned equally among the number of lots as platted. Common mailboxes damaged and or vandalized shall be repaired and or replaced by the developer and cost of repair or replacement shall be at owner's expense.
6. No new construction of any nature whatsoever, to include exterior room additions and or exterior remodeling, re-siding, and or re-roofing on, any lot shall be commenced until the plans, specifications, construction designs, architectural appearance, elevation, materials and location on the premises have been submitted to and approved in writing by the Grantor or its duly designated agent. All plans, blueprints, specifications must be drawn to an appropriate scale and include elevations of all sides of the house and shall include a detailed plot plan, showing setback dimensions, of the placement of the house on the lot. All foundations and basement construction including grade elevations shall be subject to the approval of the Grantor. Upon notice of the Grantor to the Grantee of faulty foundations or basement construction or improper elevations the Grantee shall remedy such defects to the satisfaction of the Grantor, before further construction is continued. Failure of the Grantee to make satisfactory correction as hereafter set forth will be grounds for injunctive relief by the Grantor and or other owners against the Grantee to correct said faults. The Grantor shall have the right to approve or reject any such plans or specifications which are not suitable or desirable, in its opinion for aesthetic reasons or any other reasons. The use of veneered brick and stone in conjunction with natural wood sidings and or solid composite sidings and exterior trim will be highly encouraged. The use of vinyl or plastic sidings will be discouraged, and though not expressly prohibited, will be restricted to a small percentage of the visible exterior of the home. The construction of a mobile home or modular home, (whether or not on wheels or on a foundation with wheels removed) is permanently prohibited, as is the use of the lot for such purpose, temporarily or permanently or in whole or in part. Grantor may not approve any location of any structure on any of the lots any portion of which is nearer than forty (40) feet to the front lot line and/or ten (10) feet to any common lot line and/or (20) twenty feet to any outside line.
7. Within nine (9) months after ground has been broken for construction, the building shall be completely sided and finished as to the exterior thereof according to the plans and specifications. The land surrounding the same shall be cleared of all building debris; the lawn shall be graded and seeded. Appropriate landscaping as per the architectural building plans shall be accomplished within twelve (12) months. Landscaping retaining walls shall be of stone, brick veneered, decorative concrete landscaping blocks, or timber construction which shall be compatible with the home. Poured concrete retaining walls shall not be permitted. Each property owner shall be responsible to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and shall also insure that subdivision roads are free and clear of mud and debris during the construction process. Each lot owner shall insure that their builder/contractor/subcontractors shall take appropriate precautions to protect all street curbs from damage during the construction process. All curbs are to be protected with planking and cribbing to protect them from damage by construction equipment such as concrete trucks, lumber trucks, block trucks, excavators and other construction equipment. Any damage caused by said equipment shall be immediately repaired to original specifications prior to occupation of the residence and all associated costs of repair shall be the responsibility of the lot owner. No Drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, dams or hills, nor any other physical improvements or elements of the landscape or terrain may be destroyed, altered or modified. Lot owners shall not permit silt to run from one lot onto another.
8. No single lot shall be subdivided. No new thoroughfare or easement shall be established without the consent of the Grantor or its duly designated agent.
9. The front of any dwelling erected on any lot shall be facing the street upon which the front of said lot abuts. Such dwelling may face in a different direction only with the written approval of the Grantor but under no circumstances shall any part of the structure extend beyond the building line as established by Grantor. As to any lot cornering on more than one street, it shall be solely within the discretion of the Grantor as to which street or side of the lot shall constitute the front of the lot and no commitment as to such decision is binding upon the Grantor until Grantor has made the commitment in writing.
10. No building or residence or other improvement shall be moved from other locations on to any part of the premises without the consent of the Grantor or its designated agent.
11. No used materials shall be used in the construction of residences or building on these premises, without the consent of the Grantor or its duly designated agent.
12. Said premises shall not be used for storing wrecked, junked or permanently disabled automobiles or any other wrecked or junked articles, or for storing anything that would tend to make the property unsightly. Wrecked, junked or permanently disabled automobiles or other vehicles shall not be left parked in the streets in the addition. As to vehicles owned by the property owner, any towed vehicle, boat, motor home or mobile home regularly stored upon any lot, or temporarily kept thereon for periods longer than twenty-four (24) hours each, shall be considered a nuisance and must be removed from the property. Only conventional passenger automobiles, station wagons, Sport utility vehicles and pick up trucks used as day to day transportation may be parked in the driveways on a regular basis as distinguished from a temporary basis. This means two-door and four-door passenger automobiles, and pickup trucks;

Paragraph 12 Continued on Sheet 5 of 5

44-22-01-47-000 D

44-22-01-48-000 D

44-22-01-49-000 D

44-22-01-50-000 D

44-22-01-51-000 D

44-22-01-52-000 D

44-22-01-53-000 D

44-22-01-54-000 D

44-22-01-55-000 D

4/5

DESCRIPTION
APPROVED