

# *Maple Creek North*

## Restriction Covenants

Subject to all the restrictions, reservations, conditions, covenants, rights of way, easements and leases of record, including the following restrictions:

- (A) These restrictions shall run as covenants with the land and shall be binding on the undersigned, and all persons claiming under them until January 1, 2015, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots set forth above, it is agreed to change said covenants and restrictions in whole or in part.
- (B) None of the lots set forth above shall be used for any purpose other than for residential use. No structures shall be erected or maintained on any building plot other than the one detached single-family dwelling and its appurtenant garage for not less than 2 cars. No single lot shall be subdivided. No new thoroughfare shall be established without consent of the Grantor or its duly designated agent. The front of any dwelling erected on any lot shall face the street upon which the front of said lot abuts, and not extend beyond the building line as established by the Covenants.
- (C) Prior to commencement of construction on any lot, two (2) complete sets of plans and specifications must be submitted to the developer (TAN-CO). Such plans shall include, but is not limited to, site plan, floor plans, elevations and complete details of exterior treatments. The developer shall approve or reject said plans and specifications in writing within 14 days after receipt. In the event the developer fails to approve or reject said plans and specifications within the 14 day period, this provision shall be waived. The developer may reject the plans and specifications for aesthetic or other reasons, if, in its reasonable judgment, the proposed dwelling or building does not conform with the type of architecture or quality of dwellings existing or proposed in said subdivision. The developer or any of its personal representatives, successors or assigns, shall not be liable to anyone for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the developer agrees, by submission of such plans, that he will not bring any action or suit against the developer or its representatives, successors or assigns to act or to recover damages.
- (D) No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (E) Residence shall be (1) - (1-1/2) or (2) story homes, having a minimum of 2300 s.f. This is exclusive of garages, porches, basements, etc. All roof styles must be approved by the developer before construction. No flat or low pitched roofs will be approved. All homes,



driveways, and yards must be completed within 1 year after ground has been broken for construction.

- (F) No module or trailer type homes of any kind are permitted.
- (G) In no case shall any storage buildings, trailers, boats, satellite dishes greater than 18", antenna, above ground pools, solar panels, window air condition units, metal roofs, outside storage tanks or window awnings be permitted.
- (H) No buses, semis or heavy vehicles will be permitted on streets or lots in the subdivision.
- (I) Any vehicle left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public street, after which time the vehicle shall be considered a nuisance and shall be removed from the lot, at owners expense. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any lot unless they are in a garage out of view. Trucks and commercial vehicles are permitted during construction or deliveries only. Standard pick-up trucks are permitted.
- (J) All exterior materials and colors must be submitted for approval by the developer. No vinyl or aluminum siding will be permitted. Cedar, stone, brick or stucco are acceptable materials. No lot shall be subdivided; however this does not prevent any owner of more than one lot from building in such a manner as to utilize more than one lot as ground for his single dwelling. No new thoroughfare shall be established without consent of the Grantor or its duly designated agent.
- (K) All outdoor lighting shall be positioned so as not to disturb neighboring property owners. Sidewalks located in front or side of lots, are homeowners responsibility and must be kept in sound condition. Also kept trimmed and clear.
- (L) All driveways shall be paved with concrete or brick. Chimneys must be of masonry construction, no wood or metal chimneys will be permitted. Driveways must be paved within 12 months from start of construction.
- (M) All fencing, privacy walls, etc. must be approved by the developer. No chain link or wire fabric fences of any kind will be permitted. All mail boxes must conform to developers design, location and specifications.
- (N) All homes must conform to all set back lines as set forth and approved by the developer. Forty (40) feet from the front lot line and not less than twenty (20) feet from any property boundary. Unless approved by the developer. Residences located on corner lots must face the main street as set forth by the developer. 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 construction or improvements on a lot, or for some other reason, silt would run off a lot onto any adjacent property, the owner of such a lot shall be obligated to provide a means of siltation control to prevent silt from running off of such lot onto such adjacent property.
- (O) The exterior of all homes, including, but not limited to, windows, porches, balconies, decks and other exterior surfaces shall be maintained in a neat and orderly manner at all times. No clothes lines or outside drying shall be permitted. Refuse shall be kept on a temporary basis, only in appropriate containers and concealed completely from view of neighboring properties.
- (P) All utilities shall be installed underground. No overhead wires or cables shall be permitted. Easements and right of way upon, across, over, through, and under the property are hereby expressly reserved as designated in the recorded plat of the property. All driveways must meet curbs, no curb cuts will be permitted for driveways or for any other reasons.
- (Q) No animals or any kind shall be kept, raised or bred on any lot except for no more than two dogs or two domestic household pets. And must not be maintained for any commercial purpose. Pets must be kept under control at all times and not become an annoyance or nuisance to the neighborhood. Kennels will not be permitted.

- (R) No basement, garage or structure other than the dwelling house shall be used as a residence, or temporarily used as a residence, while the house is being constructed. All exterior construction must be completed before being occupied as a residence. All debris and construction material must be removed within two weeks after exterior completion. Lawns must be planted and kept up at all times.
- (S) These covenants are made for the common benefit of all owners in said plan who by acquisition of their respective lots, shall be conclusively deemed to have accepted and agree to these covenants, so that if the owner of any lot shall at any time violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any lot or lots in said plan to prosecute a proceedings in law or in equity against such person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violations, including but not limited to expenses, losses, and attorney's fees incidental to such action.
- (T) "Tan-Co Development Co." being the owner and developer of said lots will administer all common areas within the subdivision. Each owner of each lot by acceptance of a deed agrees to pay to Tan-Co, or its successors, annual assessments or charges to be used exclusively for the maintenance and improvements of all common areas within the subdivision, including the boulevard entrance. The assessment shall be \$200.00 per year for each lot, to be paid at time of purchase and every year thereafter. Annual increases of more than 10% will require a vote of a majority of the lot owners. Any assessment not paid within 30 days after the due date, which starts at the time of purchase, shall bear interest from the due date at the rate of 10% per annum. Tan-Co Development, or its successors, may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot, in accordance with the laws of the state. No owner may waive or otherwise escape liability for the assessments by nonuse of the common area or abandonment of the lot. Sale or transfer of any lot shall not affect the assessment lien.
- (U) Any of the above covenants may be modified in their applications and/or their terms, at the discretion of the undersigned, but only on the written recommendation of a simple majority of the lot owners, or on the recommendation of the developer acting through their behalf. The failure of the Grantor to enforce any restriction shall never be construed to be a waiver, acquiescence or consent to any breach or violation of the provisions herein contained.

Invalidation of any one of the covenants or restrictions by judgment, decree, or order of Court, shall in no way effect any of the other provisions which shall remain in full force and effect.

**AMENDMENT TO MAPLE CREEK  
COVENANTS AND RESTRICTIONS**

Tanco Development Company, Ltd., being the majority owner of the lots in the Maple Creek Subdivision, hereby modifies the terms of the restrictions, reservations and conditions previously assessed against the lots in Maple Creek. Further, restriction (B) regarding the requirement that the garage be not more than four (4) cars shall be deleted. In addition, for previous restriction (E) it is deleted that all garages must be attached and is amended to a "detached garage of the same exterior veneer and style as the main house will be permitted, providing such a garage meets with the approval of the developer after a complete plan review." Also, in order to clarify the use of the monies set forth in restriction (T), the annual lot owner fees paid to Tanco Development Company, Ltd., or their successor, are to be used for maintenance and upkeep of the development including, but not limited to, (1) street lighting, (2) storm sewers, (3) curbing, (4) entrance signage including street signs, (5) island landscaping, and (6) miscellaneous lot care. It is understood that at some time Tanco Development Company, Ltd. may, and most likely will, devise its interest in the maintenance to the lot owner association. At that time the lot owner association will be responsible for the development maintenance and upkeep expenses to be divided equally amongst all lot owners. The lot owners association shall make all decisions by a majority vote with each lot to have one (1) vote. The association shall comply with all laws of Muskingum County and the State of Ohio and shall have the benefit of all laws to enforce their obligations.