

**TRANSFER
NOT NECESSARY**

APR 27 2022



Debra J. Neff
Auditor, Muskingum County, Ohio



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Muskingum County
CINDY RODGERS County Recorder
BK **3073** PG **647**

AMENDMENT TO STONEHENGE NORTH RESTRICTIONS

This is an Amendment to Stonehenge North Subdivision Restrictions as set forth in Plat Book 18, Page 5 Muskingum County Official Records and adopted by 75% of the owners of said lots as is set forth by these Restrictions and is made this 27th day of April 2022.

1. 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 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. Except as hereinafter provided, no lot shall be used except for residential purposes. No building, including pet houses, shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling with the exception of an approved free standing accessory garage or storage building, with approval as outlined in paragraph 6.
5. These premises are conveyed subject to the following conditions as to the sewage system, street lighting, and common area signage.
 - (a) That the temporary sewage treatment plant serving the grantee shall be abandoned at such time as Muskingum County or other governmental unit shall install and place into operation its central sewage system to which users of this temporary treatment plant shall be connected.
 - (b) That the grantee's connection into the central sewage system provided by Muskingum County or other governmental unit will be mandatory and will be on an assessment basis.
 - (c) That until the said central sewage system is installed the grantee will be required to pay a unit sewer service charge while the temporary sewage treatment plant is in operation and that such charge is to be determined by the Muskingum County Sanitary Engineer.
 - (d) 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.
 - (e) No home shall be permitted to be occupied on the premises shown in said plan until such unit is connected to the said sewage treatment plant.
 - (f) 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.



(g) 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 exterior trim will be highly encouraged. The front exterior of all new homes constructed after May 1, 2022, shall consist of a natural or composite siding in conjunction with stone or brick veneer. Where applied otherwise, vinyl or plastic sidings shall be a minimum of .044 gauge.

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 side line, with the exception of a single home being constructed on two adjacent lots, in which case the home (or accessory garage, or approved storage building) location may be placed to straddle two lots, but still remain no closer than ten (10) feet to the side of the two extreme outside lines of the combined lots.

7. 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 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. 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. With the approval of the Grantor, a new, approved single family dwelling, if need be, can be used for a model home sales office, for a period of not more than two (2) years after completion.

8. 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, or timber construction which shall be compatible with the home. Poured concrete retaining walls shall not be permitted, except upon specific written permission by Grantor. Each property owner shall be responsible to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and shall also ensure 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.

9. No single lot shall be subdivided, except upon written permission by Grantor; 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 lot as ground for his single dwelling. No new thoroughfare or easement shall be established without the consent of the Grantor or its duly designated agent.

10. 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 (1) 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.

11. 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.

12. 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.

13. 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; it excludes campers, boats, trailers (whether attached to motor vehicles or free standing) and all similar type items and vehicles. "Temporary basis" which is the only type permissible, means those items or vehicles not owned by or leased to or in possession of members of households residing in this subdivision or a related sister subdivision, but means only those in possession of persons visiting residences in this subdivision for a few hours only, not overnight. One of the objects of this paragraph is to prevent the parking of boats, campers, and trucks over eight thousand (8,000) Gross Vehicle Weight, etc. in driveways or in the streets in the subdivision or in any sister subdivision which may be opened contiguous to this subdivision by the same Grantor.

No owner of any lot shall be permitted to dump trash, grass clippings, leaves, tree or shrub trimmings, paper, stones, brick, or other debris or refuse within the street right of way or upon any other lot in the subdivision.

14. No fences shall be erected or built or suffered to remain on these premises of height greater than six (6) feet and in no case shall any "privacy type" fence be erected on any lot



nearer to any street than the minimum setback line of forty (40) feet from the front lot line and 10 feet from the side lot line, unless specifically approved in writing by Grantor. The designs, material, construction, and location of all such fences shall be subject to the approval of the Grantor under the provision of paragraph six (6). Chain link, cyclone, or snow fences shall not be permitted. No operational business, or promotional signs shall be erected on these premises larger than two (2) feet square and only then to advertise temporarily the property for sale or lease. Street signs, house address numbering and or lettering, and or other decorative lettering or signage must be approved in writing by Grantor.

Grantor may prescribe and shall provide mailboxes and or other exterior features in order to promote a uniform look within the subdivision. The homeowner shall maintain and replace such mailbox and or other features with identical replacements should the original be damaged, destroyed or stolen.

15. Where required for proper storm water drainage, all driveways to homes and buildings built on these premises shall have a culvert at the street entrance at least twelve inches (12") in diameter. The size of the culvert, the length of the culvert and the time and method of its installation shall be subject to approval pursuant to the provisions of paragraph six (6) of these restrictions. All driveways to homes and buildings built on these premises must be hard surfaced with concrete and or brick surfaced and or a "patterned concrete surfacing" within twelve (12) months of completion of the building.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and to the front, sides and rear ten (10) feet of each lot.

17. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. **See footnote

Each property owner shall maintain landscaping and lawn care to eliminate weeds, underbrush, or other unsightly growth areas. No mercantile or manufacturing business of any kind may be conducted upon any lot in the subdivision. No manufacture of spirituous, vinous, or fermented liquors, for either wholesale or retail use, shall be permitted on any lot, nor shall 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 be permitted upon any lot. Garbage and refuse shall be placed in containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall similar to and compatible with the house.

Neither indoor nor outdoor incinerators shall be permitted on the property.

No storage tanks, including, but not limited to those used for storage of water, gasoline, oil, or other liquid or gas, shall be permitted on any property outside a building.

The use of temporary decorative or permanent site lighting which will interfere with the comfort, privacy, or general welfare of adjacent or other property owners shall be prohibited.

18. Housing, feeding, corralling, or harboring goats, swine, cattle, horses, rabbits, or other livestock or dog kennels shall not be permitted. However, household pets, not to exceed Three (3), may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Household pets shall be deemed only those pets that would be or could be normally kept inside the home. No pets shall be tolerated which prove to be a nuisance by being excessively noisy, dangerous, or aggressive.

19. In Stonehenge North, there shall be no dwelling erected with a living area less than 1850 square feet, plus an attached garage not less than twenty-four feet by twenty-four feet, and depending on lot, preferably a "side load" garage door entry. However, it is



understood that the foregoing requirement is minimum only and Grantor may require more than the minimum square feet and or garage size.

20. Any lot suitable for a split foyer, split level or basement garage can have no dwelling less than 2150 square feet of living area on one floor. However, it is understood that the foregoing requirement is minimum only and Grantor may require more than the minimum square feet. It shall remain strictly within the discretion and the written decision of Grantor as to what lots are suitable for a split foyer, split level and or basement garage. Living area shall constitute the floors that adjoin each other laterally, and not those directly below a floor above it, and shall mean the outside perimeter of the living area the same as if the floors were in a one-floor plan house. Garage space, exterior decks, breezeways, and screened in porch areas shall not constitute "living area". A one and half story or two-story house shall have no less than twelve hundred hundred (1200) square feet living area on one floor plus an attached garage, no less than 24'x 24'.

21. Exposed masonry foundations above grade shall be veneered with brick, stone, or similar material on front of all dwellings. Where appropriate, exposed masonry foundations the sides shall have siding to within eight (8) inches of grade. Depending on the lot, rear walk out basement masonry walls shall be veneered with brick, stone, vertical siding and/or other natural sidings. 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. However, the requirements in this section are not deemed to have been complied with until they have been approved by Grantor pursuant to the provisions of paragraph six (6). All fireplace chimneys shall be of masonry construction and shall be veneered with brick, stone, or similar material on all four sides. A wood framed "chimney chase" covered with wood and or vinyl siding shall not be permitted.

Above ground swimming pools shall not be permitted, nor shall radio or TV antennas be permitted. Satellite receiving dishes shall not be permitted with the exception of those which measure less than twenty-four inches (24") in diameter, and these must be appropriately placed on the home site so as to be inconspicuous.

22. Grantor is considering the subsequent development of one (1) or more additional subdivision(s) in the same locale. Grantor reserves the right, in its sole opinion, to cause such additional subdivision(s), or some of them or all of them, to be considered as part of this subdivision for all purposes, including (but not limited to) footing, use of sewage system, use of recreation area and homeowners' association.

23. Grantor is considering the reservation of some land area for recreational use and may (without commitment to do so) cause such to be developed for recreational uses. To the extent such is done, it is agreed that the residents on each lot of the subdivision(s) shall have equal rights in the use of the recreational area with other residents in the subdivision(s).

24. Grantor and all Grantees agree that, if the lot owners and or residents of the subdivision(s) cause to be formed an Association for mutual benefit, all lot owners and or residents of the subdivision(s) shall have the right to join the association and participate in it.

25. The phrase "75% majority of the owners" in paragraph one (1) herein shall mean that each lot shall have one (1) vote to be cast as decided by a majority of its owners.

26. The term "Grantor" as used herein shall mean only Ray Thomas LumberTown, Inc. and not subsequent owners of lots who later convey them as grantors. Ray Thomas LumberTown, Inc. shall retain the powers and rights of "Grantor" so long as it owns any lot in this subdivision or any land adjacent to this subdivision or any lot in any subdivision which subdivision is adjacent to this subdivision or until Ray Thomas LumberTown, Inc. voluntarily surrenders such powers and rights in writing. If Ray Thomas LumberTown, Inc. becomes no longer existent as a corporate body, the powers and rights retained for it herein shall pass to its successors, in interest.



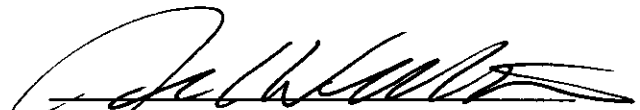
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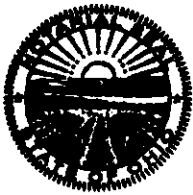
27. No tap or connection into the sewage lines or other utilities in this subdivision may be made to serve any area other than Grantor's subdivision(s) without the written approval of Grantor.

**Para 17 (example such as recreational 4 wheelers, dirt motorcycles, motorized go carts)

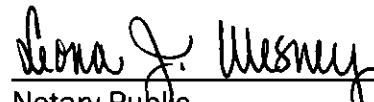

Donald A. Wietmarschen, Esq.

State of Ohio
Muskingum County, ss:

The foregoing instrument was acknowledged before me on April 27, 2022, by Donald A. Wietmarschen, Esq.



Leona J. Wesney
Notary Public, State of Ohio
My Commission Expires 03-28-2023


Notary Public

This Instrument Prepared By: Donald A. Wietmarschen - Attorney at Law
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