

RESTRICTIONS FOR DANA JOHN'S SUBDIVISION

Dana John's Subdivision shall be subject to the following restrictions, rights and reservations hereinafter set forth which shall apply to all deeds, conveyances, instruments, leases, transfers or assignments of said premises.

Enforcement and interpretation of these restrictions, rights, reservations, exceptions, limitations, agreements, covenants, and conditions and approval of plans and specifications shall be the duty and privilege of the Grantor. The term "Grantor" as used herein shall mean Deadwood City Developers LLC or their agent(s) and not subsequent owners of lots who later convey them as grantors.

- 1) No residence building may be erected having a floor area less than 1,900 square foot for a two story, and 1,500 square foot for a single story structure. For the purposes of the foregoing term, "floor area" shall exclude attached garages, verandas, open porches, breezeways and basements. Garages must be two (2) car (or more) size. No structure shall be built within 75 feet from the road and 25 feet from the side.
- 2) Each residence shall be a single family home.
- 3) No more than one (1) free standing building may be erected and maintained on a lot for the purpose of housing equipment or vehicles. The building must be erected to the rear of the lot or not visible to the roadway.
- 4) No chain link, cyclone or snow fence shall be permitted on the front of any lot.
- 5) All utility services to each residence must be underground.
- 6) Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other property owners is prohibited.
- 7) Any out-building (such as an indoor riding arena) shall be constructed to match the residence in color, style and general appearance.
- 8) Each lot shall be limited for private single-family residence purposes only. No lot may be divided or re-subdivided. No mobile home, doublewide mobile home or triple wide homes shall be permitted.
- 9) Garbage and refuse shall be placed in containers which shall be concealed or contained within buildings or shall be concealed by means of a screening wall similar to and compatible with the house. There shall be no use of indoor or outdoor incinerators.
- 10) No automobile or motor driven vehicle in a condition such that it is incapable of being operated upon the public highways may be left upon any lot for a period longer than ninety (90) days. Any towed vehicle, boat or motor home regularly stored upon any lot or temporarily kept thereon for periods longer than ninety (90) days shall be considered a nuisance and shall be removed. The foregoing does not apply to boats or vehicles stored within a private garage.
- 11) No antennas for transmission or reception of television or radio signals shall be erected, used or maintained on the property outside any building. Satellite dishes must be under 20" in diameter and must be installed in the least conspicuous location possible, still allowing for reception of a signal.
- 12) Temporary buildings or structures shall not be permitted on any lot except for construction purposes. No basement, garage, trailer or partially completed structure may, at any time, be used as residence, temporarily or otherwise on any lot.
- 13) It shall be the responsibility of each owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials. Lot owners shall be responsible for any

damage or excessive wear and tear to common roads caused by construction equipment or other vehicles.

- 14) No refuse piles, trash, junk or abandoned vehicles may be permitted to remain on any lot. 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 lot.
- 15) No storage tanks, including, but not limited to those used for storage of water, gasoline, oil, other liquid or gas, shall be permitted on any property outside a building with the exception of a propane tank for home heating purposes. The propane tank shall be buried underground, screened or concreted from public view.
- 16) Advertising signs, billboards, or similar devices shall not be permitted, erected or maintained on any lot or part thereof, except the conventional sign(s) advertising the sale, leasing or rental of the property on which they are located.
- 17) No cattle, swine, poultry or other animals excepting horses and common domestic household pets may be kept or harbored on any lot. All household pets such as cats and dogs shall be confined or otherwise secured upon the premises by the lot owner. No chain link kennels shall be allowed. No pets shall be allowed which prove to be a nuisance by exhibiting excessively noisy, dangerous and/or aggressive behavior.
- 18) These restrictions may be amended or revised with a 75% favorable vote from the owners of the above-described roadway.
- 19) These restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions, and shall run with the land and shall inure to the benefit and bind the owners, their successors, heirs and assigns.
- 20) The lot owner shall install or be responsible for the installation of a culvert or culverts to facilitate driveway installation and access.

The undersigned owner of the real estate shown known as Dana John's Subdivision hereby certifies that said real estate shall be subject to the above restrictions which shall accompany and be a part of this plat and shall apply whether specified in conveyances or not.

DEADWOOD CITY DEVELOPERS LLC

By Jamey A. Krousoupf
JAMEY A. KROUSOUPF
Managing Member

STATE OF OHIO
COUNTY OF MUSKINGUM, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Jamey A. Krousoupf, Managing Member of Deadwood City Developers LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, for and on behalf of the said Deadwood City Developers LLC, an Ohio limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Zanesville, Ohio, this 27th day of September, 2018.



KATHI S. GALLOWAY
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
9-17-2019

Kathi S. Galloway
Notary Public