

ROLLING MEADOWS SUBDIVISION RESTRICTIONS

North River Road - State Route 666

Dresden, Ohio 43821

1. PREAMBLE

William C. and M. Elizabeth Jennings (DEVELOPERS), for themselves, their successors and assigns, intending to establish a plan for the use, occupancy and enjoyment of Rolling Meadows Subdivision hereby declare that, for the mutual benefit of its present and future owners, all property within its platted boundaries shall be subject to these restrictions. If any person shall violate or attempt to violate any of these restrictions, DEVELOPER or any other person owning property within the subdivision may prosecute any proceedings at law or in equity against such persons to prohibit such violations, return property or structures to conformity with these restrictions and recover damages for such violation.

2. USE

Each and every lot shall be limited to private single family residence purposes only, and accessory functions customarily incidental thereto. No lot may be divided or resubdivided. No single lot shall be subdivided; however, this restriction shall not be construed to prevent any owner of more than one (1) lot as ground for his single dwelling. No new thoroughfare shall be established without consent of the DEVELOPER or their duly designated agent.

No building shall be erected or altered on any lot until the construction plans have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation, and that buildings meet the standards set forth herein. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line of 35 feet, nor closer than 10 feet to the side or back lines, unless similarly approved.

Construction on any lot or combination of lots must be completed (from first ground breaking to completion of a house suitable for permanent dwelling or other buildings suitable for their intended use within one (1) year.

Mobile Homes (manufactured homes) are prohibited in this subdivision.

The DEVELOPER reserves the right to approve or disapprove the design and components of any modular home that meets all other requirements of these restrictions.

The Architectural Control Committee is composed of the DEVELOPERS and individual property owners selected by the DEVELOPERS, not to exceed three property owners serving at any one time.

Neither the members of the committee nor the committee's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The DEVELOPERS may enlist the services of an engineer of their choice to serve from time to time on said committee, such services to be paid for by the DEVELOPERS.

The committee's approval or disapproval as required in these covenants shall be in writing. If the committee fails to approve or disapprove any plans or specifications or contracts within 45 days after the plans have been received by it, or in any event, if no suit to enjoin the construction has been commenced prior to completion, approval will not be required and the related covenant shall be deemed to have been fully complied with.

3. SIZE

No residence building may be erected having a floor area less than 1500 square feet for a split level or two-story, or less than 1400 square feet for a single story. For a two-story residence or a split level the first floor shall be at least 800 square feet. Each residence building must include an attached garage with no less than 576 square feet. The purposes of foregoing, the term "floor area" shall exclude attached garages, verandas, open porches, breezeways and basements, except in the case of a basement which is exposed at ground level due to a sloping rear yard. Fifty percent (50%) of any living area therein, with full windows and doors, may count toward the total floor requirements.

Plat File 1 No. 141

4. **SITE PLACEMENT**

All buildings and other improvements shall be placed so that existing topography and landscape shall be disturbed as little as possible and all natural features be preserved. All buildings will be subject to a minimum of 35 feet setback from the street right of way and a minimum of 10 feet setback from the lot lines unless otherwise approved by the Architectural Control Committee. In cases where more than one lot is used for a single dwelling, the above minimum setback requirements apply to the perimeter lines of the combined lots.

5. **LANDSCAPING**

All shrubs, trees, grass and plantings shall be well-maintained, properly cultivated and free of trash and other unsightly material.

6. **PARKING**

Adequate off-street parking must be provided for all residential buildings. Each home must have off street parking for at least two cars. Driveways are considered part of the residence construction and along with off street parking shall be completed within previously stated time completion restraints.

7. **ACCESSORY BUILDINGS**

No more than one free-standing accessory building may be erected and maintained on a lot for the purpose of housing equipment or vehicles subject to approval from the Architectural Control Committee. No buildings, garages or other accessory structure may be erected on any lot nearer to the front or side street lines than the building setback lines as described in Item "4" of these restrictions.

8. **FENCES AND HEDGES**

Fences and hedges, or walls over four (4) feet in height may not be erected or maintained forward of the building line and any fence or hedge to the rear of the building line shall not exceed six (6) feet in height except as approved by the Architectural Control Committee.

9. **SERVICE SCREENING-STORAGE AREAS**

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.

10. **LIGHTING**

Site lighting, other than normal public utility area lighting or post lamps, plans shall be submitted to the Architectural Control Committee for approval prior to installation where the general welfare of adjacent or other property owners will be taken to consideration.

11. **UTILITIES**

All utility services to residences or other buildings shall be placed underground from the location of the public utility service.

12. **MAINTENANCE DURING CONSTRUCTION**

It shall be the responsibility of each owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials.

13. MAINTENANCE

No refuse piles, trash, junk, weeds, underbrush, abandoned vehicles, or unsightly growths of any nature may be permitted to grow or 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. Composting shall be done only in a manner approved by the Architectural Control Committee.

14. STORAGE TANKS

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

15. SIGNS

Advertising signs, billboards or similar devices shall not be permitted, erected or maintained on any lot or part thereof, except those advertising the sale, leasing or rental of the property on which they are located. Any such signs shall not exceed two feet in width and three feet in height.

16. ANIMALS

No cattle, swine, poultry or other animal other than 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 owner.

17. VEHICLES, TRAILERS, BOATS, COMMERCIAL VEHICLES, ETC.

No automobile or motor-driven vehicle may be left upon the property for a period longer than five days in a condition such that it is incapable of being operated upon the public highways. Only one towed vehicle, or boat, or motor home or mobile home may be regularly stored upon any lot for periods longer than 24 hours. If other towed vehicles, or boats, or motor homes, or mobile homes are to be stored upon any lot for more than 24 hours, they (it) must be stored inside a garage.

18. TEMPORARY STRUCTURES

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 a residence, temporarily or otherwise on any lot. Above-ground swimming pools are permitted only after approval by the Architectural Control Committee.

19. MINERAL EXPLORATION

No property shall be used in any manner to explore for, use or exploit commercially any water, brine, oil, gas or other hydrocarbons, minerals of any kind, gravel, earth, soil or any other substance located in or under the ground.

20. DRAINAGE AND GRADING

No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, dams or hills, and no 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.

21. INSURANCE

Nothing shall be done or kept on a lot or on a common area that would increase the rate of insurance relating thereto without the prior written consent of the DEVELOPER, or by a 75% favorable vote by lot owners.

22. **DEVELOPER'S RIGHTS**

DEVELOPER reserves for itself, its agents, employees, successors and assigns, the right to use one or more units for business and promotional purposes, including, but not limited to, offices and clerical use, sales activities, the display of model units and other uses incidental to the sale or disposition of all or any part of the property.

23. **AMENDMENTS BY LOT OWNERS**

These restrictions may be amended or revised by a duly recorded writing setting forth the amendments and executed by the owners of not less than 75% of the lots in this development.

24. **AMENDMENTS BY DEVELOPER**

DEVELOPER reserves for itself, its successors and assigns, the right to amend, change, cancel or add to these restrictions; provided, however, that no amendment, change, cancellation or addition shall be effective unless approved by a majority of owners of lots at the time of the amendment, change, cancellation, or addition and duly recorded by the DEVELOPER.

25. **FAILURE TO ENFORCE**

Failure by DEVELOPER to enforce any of these restrictions shall not be construed as a waiver or consent to a violation of these restrictions, and DEVELOPER shall not be held liable for its failure to enforce the restrictions or prevent violations.

26. **SEVERABILITY**

Invalidation or unenforceability of any of these restrictions by judgement or court order shall not affect any other restrictions, which shall remain in full force and effect.

27. **EASEMENTS**

Easements and rights of way are hereby expressly reserved as being 10 feet wide and 5 feet on each side of the side lot lines, unless as designated on the recorded plat of said subdivision for the purpose of the construction and maintenance of poles, wires, conduits and the necessary or proper attachments in connection therewith for the transmission of electricity, telephone and other purposes for the construction and maintenance of storm water drains, public and private sewers, pipelines for supply of gas, water and heat, and for the other public or quasi-public utility or function conducted, maintained, furnished or performed by any method approved by the DEVELOPER. Any easements in addition thereof shall be granted only with the consent of the DEVELOPER.

28. **COVENANTS TO RUN WITH LAND**

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.

29. **ENFORCEMENT**

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be enforceable by the DEVELOPER, lot owners, their successors, heirs, agents and assigns.

These Plat Restrictions shall be considered to be part of the recorded plat for Rolling Meadows Subdivision (as filed at Muskingum County Plat Book _____, Page _____) as if the restrictions were endorsed on the plat.