

**DEERFIELD ESTATES
PHASE ONE**

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SANDRA K. WILT
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PROTECTIVE COVENANTS & RESTRICTIONS

1. Lots shown hereon are to be used solely and exclusively for single family private residence purposes. No buildings or structures or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon the lots unless nor until the architect therefor, and the size, location, type, cost, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said buildings and structures, the plot plan showing the proposed location of said buildings and structures, upon said premises and the plans, specifications and details of said buildings and structures shall have been approved in writing by the developer and a true copy of said plans, specifications and details shall have been lodged permanently with the developer, and no buildings or structures except such as conform to said plans, specifications and details shall be erected, reconstructed or suffered to remain upon said premises.

2. The front elevation and the front and the main entrances of the dwelling house shall be towards Mitchell Road, the principal highway, as designated by the developer, upon which said premises abut; nor shall said dwelling house be erected, placed, or suffered to remain upon said premises within 30 feet of the side lines of any of the adjoining property, nor within the minimum building setback line shown hereon.

3. The lots shown hereon shall be used and occupied solely and exclusively by a single family and not more than one dwelling house shall be erected or suffered to remain upon said premises not to exceed three (3) stories in height, exclusive of basement and a private garage for not less than two (2) cars nor more than four (4) cars, attached to the residence, unless otherwise approved in writing by the developer. The total living space of any such dwelling house shall be not less than 1800 square feet for a one story dwelling and not less than 2000 square feet for a dwelling in excess of one story.

4. No outbuildings not for the exclusive use of the family occupying the lot shall be erected, placed or suffered to remain upon said lot, nor shall said outbuildings be erected, placed or suffered to remain upon said lot nearer to the sidelines of any adjoining property or highways than the respective building lines hereinbefore provided in respect to said dwelling house.

5. No above-ground swimming pools shall be permitted on the lots. In-ground swimming pools and tennis courts are permitted but shall be placed to the rear of the dwelling house within the building set-back lines.

6. There shall be no further subdivision of the lots except that transfers to an adjoining owner are not prohibited so long as the construction of an additional dwelling house is not occasioned thereby.

7. The developer reserves easements and rights-of-way for the installation and maintenance of telephone and electric poles, lines or conduits, and/or sewers and conduits for storm water and sanitary purposes, gas and/or water mains, or for any other similar facility deemed convenient or necessary by the developer for the service of the premises hereby conveyed and for adjoining and adjacent property. The developer further reserves the right to assign the use of said easements and rights-of-way to any person, firm or corporation furnishing any one or more of the aforesaid facilities.

8. No camping trailer, recreational vehicle, basement, tent, garage or other out building erected on the premises shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

9. No mobile homes or modular homes shall be permitted.

10. No debris, junk, inoperable motor vehicles or machinery, or house trailers shall be kept or allowed on the property. Boats, camping trailers, trucks, recreational vehicles, buses and like property must be kept behind the dwelling house and out of view from the roadway and adjoining properties.

11. No satellite dish antennas shall be permitted without the written approval of the developer, including the location.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises except domestic dogs, cats and other household pets, provided they are not kept, bred or maintained for commercial purposes. Two dogs or two cats, or a combination of both, are the maximum allowable.

13. No noxious or offensive trade or activity shall be carried on upon the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of neighboring properties.

14. No lakes or ponds may be constructed or established on the premises without the developer's written approval.

15. All driveways must be paved within twelve (12) months after the commencement of construction.

16. The covenants and restrictions hereinabove enumerated are for the benefit of the owners of all lots in the subdivision to be hereafter known as "Deerfield Estates" and shall run with the land until January 1, 2020, at which time the same shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then lot owners of said Deerfield Estates the same shall be terminated or be changed in whole or in part.

17. In the event that any person violates, or attempts to violate, any of the covenants and restrictions hereinabove enumerated, any lot owner in said Deerfield Estates shall have the right to prosecute any proceedings at law or in equity against such person or persons, either to enjoin such violation or to recover damages for the same.

18. Invalidity of any of the covenants and restrictions hereinabove enumerated by judgement or court order shall not affect the validity of the remaining covenants and restrictions.

