

2005R032382

LAKE COUNTY OHIO  
RECORDED ON

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LAKE COUNTY RECORDER

REC. FEE: 68.00  
PAGES: 7

**DECLARATION OF RESTRICTIONS FOR  
NATURE PRESERVE SOUTH SUBDIVISION  
CONCORD TOWNSHIP, OHIO**

THIS DECLARATION OF RESTRICTIONS is made this 29 day  
of July, 2005, by EYE-WILL DEVELOPMENT, INC, an Ohio corporation,  
hereinafter "Declarant",

WITNESSETH: THAT

WHEREAS, Declarant owns real property located in the Township of  
Concord, Lake County, Ohio known as NATURE PRESERVE SOUTH SUBDIVISION;  
and

WHEREAS, Declarant intends to develop and improve the land, to  
provide a general development plan and to restrict the use of the land to single family  
purposes and desires to create and establish covenants, restrictions, agreements,  
and obligations pursuant to such general plan;

NOW, THEREFORE, Declarant, for itself and its successors and assigns,  
submits and declares that the property herein described shall be held, used and  
conveyed, subject to the following covenants, rights, restrictions and limitations:

**I. DESCRIPTION OF THE LAND.**

The development consists of 29.4210 acres of land and is further  
described as follows:

The land is known as Nature Preserve South Subdivision, consisting of  
Sublots 1 through 42 inclusive, as recorded in Volume 49, Page 24 of Lake  
County Plat Records. Every owner of a Sublot in Nature Preserve South Subdivision is  
called herein a "Sublot Owner". All Sublot Owners, transferees, assignees, and their  
personal representatives, successors and heirs, shall hold title to each Sublot subject to  
this Declaration of Restrictions.

Chicago Title Insurance Co.  
25339017

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## **II. AREA AND CONSTRUCTION REQUIREMENTS.**

All Sublots in Nature Preserve South Subdivision shall be developed and used as single-family residential lots. No Sublot shall be further divided without the express written permission of Declarant being first obtained. No dwelling or other building shall be placed or constructed thereon unless the building plans, plot plan and specifications have been approved in writing by the Declarant or an architectural review committee approved by Declarant. All dwellings shall meet the following area and construction requirements:

### **A. Area Requirements**

1. 1,800 square feet minimum floor space for single story ranch dwellings exclusive of garages, porches or basements and accessory use structures.
2. 2,300 square feet minimum floor space for one and one-half story dwellings exclusive of garages, porches, basement areas and accessory use structures.
3. 2,500 square feet minimum floor space for two story dwellings exclusive of garages, porches, basement areas and accessory use structures.

### **B. Construction Requirements**

1. Each dwelling shall be constructed to include at least a two (2) car attached garage.
2. All dwellings shall be of a traditional style. No log cabins, manufactured homes, domes, raised ranches, A-Frames or other contemporary design shall be permitted.
3. Concrete block or similar materials shall not be installed or maintained on any exterior walls (excluding foundations). The front exterior shall be one-third brick, stone and/or stucco. On corner lots one-third of each exterior wall facing any street shall be brick, stone and/or stucco.
4. Exposed portions of all foundation walls which face any street shall

be brick or stone or otherwise as approved by Declarant.

5. Roof material shall consist of architectural grade asphalt dimensional shingles or other materials approved by Declarant.
6. All window frames shall be wood or vinyl.
7. All buildings shall have a sloping roof with a minimum pitch of 8 to 12.
8. All structures shall be constructed with aluminum or other standard material gutters and downspouts for conducting water away from walls and foundations.
9. Each Sublot Owner shall construct and maintain a driveway composed concrete or paving brick.

Each dwelling shall include a mailbox specified by Declarant. Posts shall be provided by developer.

11. In no case shall the construction on the exterior of a building or structure extend beyond one year from the date construction commences.

Each Sublot Owner shall be required to install and maintain a minimum of two (2) working smoke detector devices inside the dwelling structure.

13. During the construction of the dwelling structure, each Sublot Owner shall be responsible to maintain the site so as to be free from unsightly accumulation of debris, materials packaging, leftover waste materials and the like. Declarant shall have the right to clean-up and maintain the site at the Sublot Owner's expense in the event this responsibility is not met by the Sublot Owner.

### **III. INSTALLATION AND MAINTENANCE OF LANDSCAPING.**

A. Each dwelling's design shall include a landscape plan, adopted by the Sublot Owner. The plan shall be substantially completed and installed, and the Sublot maintained pursuant to the plan, within six (6) months after a dwelling house first is occupied. Declarant or its successor shall approve the landscape plan prior to installation.

B. No improvement on any Sublot shall be installed or maintained in such a fashion that causes or may cause water to pond on an abutting owner's Sublot.

C. Minimum building set back from the road right of way on all Sublots shall be as shown on the recorded plat. Maximum building set back on all Sublots shall be as provided by the applicable regulations of Concord Township.

D. One (1) compatible accessory building for each Sublot shall be permitted with a maximum aggregate area of 125 square feet, with prior written approval of Declarant or an architectural review committee.

E. Privacy fences shall be permitted except in the front yard between the rear elevation of the residence dwelling and the street right of way, provided that such fences meet all applicable zoning requirements of Concord Township. Decorative fences (50% open space with three foot maximum height) shall be permitted between the rear elevation and the street right of way with prior written approval of Declarant.

F. Each Sublot Owner shall be responsible to pay an annual fee to cover the cost of maintaining the entryway landscape improvements, the amount of which annual fee shall be determined by Declarant.

#### **IV. USE.**

A. All Sublots shall be used and occupied solely and exclusively for a private residence by a single family. No garage, trailer or tent shall at any time be used as a temporary or permanent residence. No structure of a temporary nature shall be permitted on any Sublot except for and during periods of construction.

B. No livestock or poultry of any kind shall be kept or sheltered upon any Sublot. No vegetables, fruits or grains shall be grown on any Sublot for commercial purposes.

C. Dogs and cats shall be permitted as domestic pets provided that a maximum number of either species shall be two and the maximum aggregate of both

species shall be three. Kennels or breeding of pets conducted for profit are prohibited.

D. No signs, billboards, or advertising sign or placard shall be erected, placed or permitted to remain on any Sublot except for a temporary "for sale" sign or temporary construction notices required by local authority.

E. All dwellings and any other structure shall be serviced by underground electric, telephone, television, and cable lines. No building lot shall be serviced by above ground lines, poles or wires (except during construction).

F. No trailer, basement or tent or other out-building shall be used as a residence, temporary or permanent, nor shall any residence of a temporary character or use be permitted.

G. Satellite dishes, radio towers, and the like, shall be permitted subject to prior approval of Declarant or an architectural review committee. No clothes lines shall be permitted in any exterior yard area.

H. All outdoor security or other lighting shall be located and directed so as not to directly project beyond the boundaries of the Sublot on which installed.

I. No easement for utilities, access or any other purpose shall be granted by any Sublot Owner to any other Sublot Owner or adjoining property owner except with the prior express written permission of Declarant.

#### **V. MISCELLANEOUS.**

A. Declarant reserves the right to modify, change, alter or amend this Declaration of Restrictions of Use so long as it owns any Sublot in Nature Preserve South Subdivision.

B. Invalidation of any one of these covenants or any restriction by Judgment or Court Order shall not affect any of the other provisions which shall remain in full force and effect, notwithstanding the illegality or unenforceability of one or more of the provisions.

C. In the event of a breach or threatened breach by any owner of a Sublot

of the terms and covenants of this Declaration of Restrictions of Use, then Declarant, or any Sublot Owner, shall be entitled to injunctive relief in addition to other legal or equitable remedies. No Sublot Owner shall have the right to terminate his, her or its obligations as a result of such breach. In addition to other relief, the Declarant or any Sublot Owner shall be entitled to recover their costs of enforcement, including reasonable attorney fees.

D. By acceptance of a deed or any other evidence of ownership or claim to title, the Sublot Owner or holder thereof agrees to be bound and to comply with the foregoing Declaration of Restrictions of Use.

E. The covenants, rights, terms, reservations and provisions of this Declaration of Restrictions of Use shall be deemed to be covenants running with the land and shall bind Declarant and all owners of the Sublots, their heirs, executors, personal representatives, and assigns. This Declaration of Restrictions shall create privity of contract among all Sublot Owners and anyone claiming an interest in Nature Preserve South Subdivision.

F. This Declaration of Restrictions shall be binding for twenty (20) years from the date of execution and thereafter shall be renewed, automatically, for successive ten (10) year periods unless revoked by an affirmative vote of not less than two-thirds (2/3) of the then Sublot Owners.

G. All covenants, rights, terms, reservations and provisions shall be deemed subject to and subordinate to all mortgages now in force or hereafter filed, to encumber the real property described; and none of the covenants, rights, terms, reservations and provisions shall be construed to supersede or invalidate said mortgage; provided that if all or part of the realty herein submitted is transferred by operation of law, or otherwise, or is transferred by foreclosure or deed in lieu of foreclosure, then the purchaser, assignee or successor shall hold such interest subject to this Declaration of Restrictions of Use.

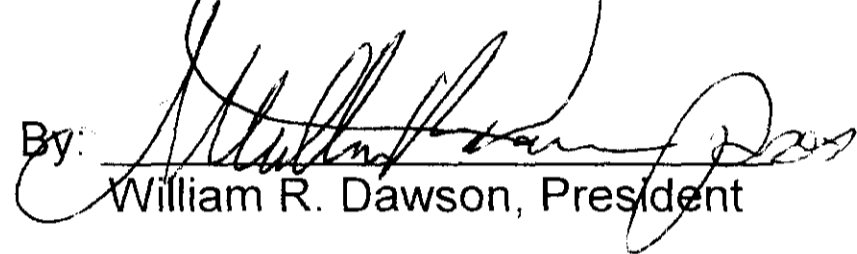
H. This instrument shall be construed under and governed by the laws of the State of Ohio.

I. As used, herein, the masculine includes the feminine and the feminine includes the masculine. The singular includes the plural.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the 29 day of <sup>July</sup>~~February~~, 2005.

DECLARANT:

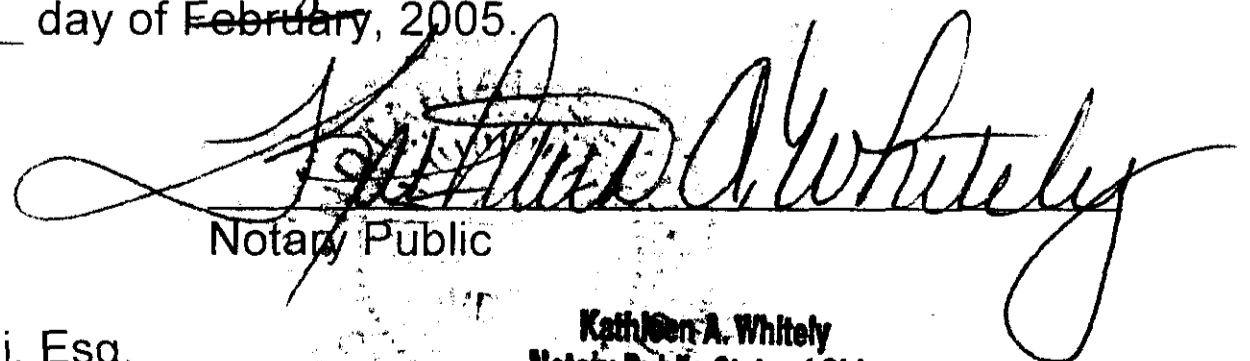
Eye-Will Development, Inc.  
an Ohio corporation

By:   
William R. Dawson, President

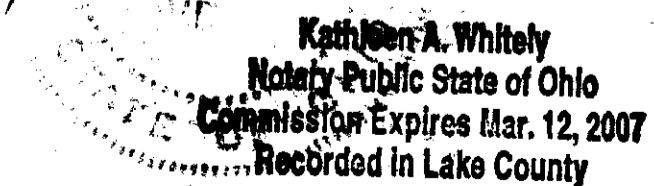
STATE OF OHIO     )  
                                  ) SS.  
COUNTY OF LAKE    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Eye-Will Development, Inc., an Ohio corporation, by William R. Dawson, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as officer of the corporation and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this 29 day of <sup>July</sup>~~February~~, 2005.

  
Notary Public

Prepared by: Anthony J. Aveni, Esq.

  
Kathleen A. Whiteley  
Notary Public State of Ohio  
Commission Expires Mar. 12, 2007  
Recorded in Lake County