

**PROPOSED RESTRICTIONS, COVENANTS, CONDITIONS, AND  
AGREEMENTS CONTROLLING THE USE OF HOME SITES LOCATED IN  
TRENTON PARK SUBDIVISION, DELAWARE COUNTY, OHIO**

For the purpose of placing restrictions, covenants, conditions and agreements controlling the use of home sites located in Trenton Park Subdivision, and as part of the consideration for this conveyance, Michael R. Jones, Builder, Incorporated, an Ohio Corporation (Grantor) executes and delivers this deed and the Grantees accept the same subject to each and all of the following covenants, agreements, conditions, restrictions and provisions; and Grantees, for themselves, their heirs and assigns, covenant and agree to keep and perform each and all of said restrictions which are to run with the land which shall be binding on all parties and all persons claiming under them.

There are hereby excepted and reserved from this grant easements and rights-of-way in, over, and through the subject home sites as shown on the subdivision's plat as recorded in Delaware county, Ohio. Said exceptions, and reservations are marked "easements" and "rights-of-way" and are reserved for the purposes noted on the subdivision's plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, retard or obstruct the direction of flow of drainage channels or water in the easements. The easement area of each home site and all improvements in it shall be maintained continuously by the owner of the respective home site, except for those improvements for which a public authority or public utility company is responsible.

**ARTICLE I PROTECTIVE COVENANTS AND RESTRICTIONS**

In pursuance of a general plan for the protection and benefit an the mutual advantage of all the property in said home sites hereinabove described, and all of the persons who may now or hereafter become owners of any part of said homes sites, and as a part of the consideration for this conveyance, the Grantor executes and delivers this deed of conveyance, and Grantee accepts the same, subject to all and each of the following restrictions, conditions, easements, charge, agreements, covenants, obligations, rights, uses, and provisions, hereinafter referred to as "Restrictions" which are for the mutual benefit and protection of and shall be enforceable by the Grantor and by all and any of the owners of the home sites described above. The Grantee, for himself as his successors and assigns, covenants and agrees to keep and perform each of said restrictions, conditions, easements, charges, agreements, covenants, obligations,

rights, uses, and provisions and fully and punctually to observe, comply with, perform and carry out the same, to wit:

#### SECTION 1. LAND USE:

All Home sites or combinations or parts thereof shall be used exclusively for residence purposes. No building shall be erected, altered, placed or permitted to remain on the subject home sites, both inclusive, other than one detached single family dwelling not to exceed 2.5 stories in height, and an attached and/or detached private garage for no less than two or not more than six cars which may include guest living space and one yard storage building. All buildings on each home site shall be custom, one-of-a-kind, of similar architectural design, materials, and colors and subject to architectural approval as set forth hereinbelow.

#### SECTION 2. PLAN APPROVAL – STRUCTURE REQUIREMENTS

Each owner covenants that no tree removal, no excavation, or other site work which would in any way alter the home site shall be made, no building shall be erected, and no materials shall be stored upon the premises by said owner or his agents, heirs, successors, or assigns until the Grantor shall have approved in writing said construction plans and specifications and plans showing the location and elevation of the dwelling and outbuildings, if any, and as to quality of workmanship and materials, harmony of external design, and as to location with respect to topography and finish grade elevation.

If the Grantor fails within thirty (30) days after acknowledgement by written receipt of said plans and specifications to either approve or disapprove said plans and specifications they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within one year following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend), Grantor reserves and Grantee and each owner hereby acknowledge the right of Grantor, at its option, to repurchase the lot at the original purchase price thereof less any commissions and closing costs as evidenced by the closing statement executed at time of purchase. This right shall continue until such time as approval is granted.

Each home site owner further acknowledges that the Grantor shall not be responsible or liable to said owner or to any other owner of home sites subject .

Hereto by reasons of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed by any home site owner in the preparation, submission, and, if necessary, resubmission of proposed plans and specifications.

### **STRUCTURE REQUIREMENTS**

- a. No dwelling shall be erected on any said home site unless the ground floor area of the house, exclusive of one-story open porches and garages, is not less than 2,300 square feet for a one-story dwelling; 2500 square feet for a one-and-a-half story; or not less than 2,800 square feet for a two story dwelling. All homes built in this neighborhood must have no less than a half basement.

All exterior products on houses shall be of natural materials. No vinyl or aluminum siding will be allowed.

Roof shingles shall be dimensional and at least 25 year guaranteed.

No horse barn or stable may be erected on any of said home sites.

No yard storage building may be erected on any of said home sites with more than one story and of greater than three hundred and fifty (350) square feet. Such buildings must be stick-built and of matching or compatible natural materials and general architectural appearance with the residence on the home site upon which it is built.

Architectural approval shall be in accordance with Article I, Section 2, hereinabove. Further, each home site owner acknowledges that in considering plans and specifications submitted, Grantor will take the process of being reviewed for approval of proposed improvements on adjacent home sites and the effect of said proposed improvement on the home site with reference to its effect on home sites in the immediate area.

Upon approval by Grantor of the plans for the last residence to be built on the subject home sites, the Grantor shall then grant its rights for architectural approval as set forth in this document to the Trenton Park Homeowners' Association as set forth hereinafter in Article II

- b. Not later than one (1) year after excavation for a basement has begun, exterior construction of the structure(s) shall be completed according to the plans and specifications and landscaping shall be completed within six (6) months thereafter.
  
- c. *No* building shall be located on any home site herein conveyed nearer to the front home site line than seventy-five feet (75') or nearer to the side or rear home site lines than twenty feet (20') or per local zoning requirements, which ever are greater. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of the building on a site to encroach upon any other home site. No unsightly growths shall be permitted to grow or remain anywhere on said home sites and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained, however, shall be construed as preventing the use of such portion of the home sites for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains, or, similar ornamentation for the purpose of beautifying said premises. Any construction such as statuary entranceways and fountains shall be subject to architectural approval as set forth herein.
  
- d. Fences must be of neat and ornamental material and design, and not higher than fifty (50) inches. No chain link or plastic fencing shall be permitted. No fences shall forward of the home unless they are part of the ornamental landscape plan and are approved by the architectural design committee.
  
- e. Driveways shall be constructed and completed with the residence and shall be of concrete, asphalt, pavers, brick, cobblestone, or a combination of not more than any two of these specified materials, and in compliance with zoning regulations. Driveways shall be maintained at all times so as to be of neat appearance.
  
- f. Mailboxes and posts will be paid for by the Buyer at the time of closing of each home site, and installed by the Grantor at the time the Buyer's house is substantially completed. The mail boxes will be made of cedar wood and treated with a weather-resistant clear stain. These shall be maintained in a neat and orderly manner, and

- g. Replaced when necessary with relatively identical mailboxes and posts by home owners.
- h. An easement for the neighborhood's entrances' features has been provided on either side of the entrances on Trenton Road. The maintenance, replacement, improvement, repair, and utility costs for these areas shall be budgeted, operated, and paid for by the neighborhood's Home Owner Association.
- i. An in ground swimming pool may be built on any home site. Decorative landscaping will be placed around the swimming pool and lighting will be included in landscaping or in the pool, with no taillight standards to light the pool.
- j. A tennis court may be built on home sites; however, no electrical illumination will be installed for night tennis matches.
- k. Playground equipment will be made of wood materials and will be maintained annually by the home owner.

SECTION 3. TEMPORARY STRUCTURES/OUTBUILDINGS

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any of said home sites at any time as a residence, either temporarily or permanently. Specifically excluded from this section, but not for residence purposes, is one yard storage building per home site with restrictions thereon as set forth elsewhere herein. No trucks, commercial vehicles, or commercial trailers shall be parked or stored on any of the subject home sites.

SECTION 4. SIGNS

No billboard, sign, or advertising device other than one advertising the professional services of "fore sale" or "for rent", not exceeding four square feet in size, shall be erected, placed, or suffered to remain on any of said home sites. Temporary signs which are displayed for less than forty-eight hours and not redisplayed at least for one month may be displayed subject to size and location restrictions shown above.

## **SECTION 5. EXCAVATIONS**

The finished grade of any site or sites or parts thereof shall comply with the finish grading and drainage requirements, if any, as set forth by Delaware County or Trenton Township. Erosion and its effects in respect to home site(s) are not the responsibility of the Grantor.

## **SECTION 6. BUILDER APPROVAL**

A home site purchaser who is not a full-time professional home builder must use an experienced building contractor that has been approved by Grantor to construct the residence on this site, and may not undertake construction or preparation for construction on any platted site until approval is obtained in writing from the Grantor of an "approved builder".

## **SECTION 7. LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site or parts thereof, except that dogs, cats, or other domestic and/or household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purposes.

## **SECTION 8. HOME SITE MAINTENANCE**

No home site, sites, or parts thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage, brush, or other waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of all such materials shall be kept in a clean and sanitary condition. No window air conditioners shall be allowed.

## **SECTION 9. ANTENNAS**

Radio, television, satellite dish receptors not exceeding three feet in diameter, or other antenna are permitted, but shall be completely shielded from public view and the view of neighboring property.

## SECTION 10. CLOTHESLINES AND HANGING DEVICES

Clothes, diapers, towels, bedding, rugs, draperies, or other similar articles may not be hung out, but must be completely shielded from public view and the view of other home site owners.

## SECTION 11. PARKING

No truck, trailer, boat, camper, recreational vehicle, or commercial vehicle shall be parked or stored on any home site unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreation vehicle or commercial vehicle on the premises for period not to exceed forty eight (48) hours in any period of thirty (30) days.

## ARTICLE 11- COMMUNITY ASSOCIATION & DESIGN CONTROL COMMITTEE

On or before the closing by the Grantor on the last home site in this neighborhood, Grantor shall cause to be formed a community association whose purpose shall be to handle matters of concern to themselves, including the enforcement of these restrictions. This association shall be called "Trenton Park Home Owner's Association" (Association) and shall be incorporated, under the laws of the State of Ohio.

The Association membership shall be comprised of the record owners of all of the subject homes sites who shall each have one (1) vote for each home site owned in all elections and on all matters requiring a vote as set forth herein or in the Articles of Incorporation or By-Laws of the Association.

The actions of the Association shall be subject to the consent of two thirds (2/3) of the votes allowed herein, subject to the quorum provisions set forth in the Association's Articles of Incorporation, By-laws, or this deed. Joint, common, or other multiple ownership of any of the home sites shall not entitle the owners thereof to more than the number of votes which would be authorized if said home site was held under one name.

## **Section 1 SEPTIC SYSTEM MAINTENANCE**

Each septic system that will be installed on each home site has been specifically designed and approved by the Delaware County Board of Health for that particular home site.

In order to ensure the proper functioning and maintenance of the individual septic system(s), the Grantor hereby requires that the home site owner shall be responsible for maintenance and upkeep of the septic system on his or her home site.

Any home site owner in this neighborhood upon notification by the Delaware County Health Department of maintenance required shall timely arrange for correction or improvements to the septic system on his or her home site. Should such work not be timely completed in a manner satisfactory to the Delaware County Health Department, the Department may arrange for the performance of such work and shall invoice the particular home site owner for reimbursement of said costs. Should such invoice not be paid in a timely manner, the Department may place a lien on the property of the delinquent

home site owner and pursue whatever other remedies may be available for collection.

### **Section 3. DESIGN CONTROL COMMmEE**

The homeowners' association may establish a Design Control Committee for the purpose of:

(A). Establishing, maintaining, and preserving specific architectural guidelines and standards to carry out the intent of these Restrictions, which guidelines and standards from time to time in effect with respect to all or any portion of the home sites or building in this development (hereinafter sometimes referred to as the "Property") shall hereinafter be referred to as the "Design Standards".

(8). Enforcing the provisions of these Restrictions shall be as follows: The Committee shall exercise its best judgment to see that all improvements on the Property conform to Design Standards as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, and landscape. The actions of the Committee, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding upon all interested parties.

No improvement, change, construction, addition, excavation, significant landscaping, or other work or action which in any way alters the exterior appearance of the property from its theretofore natural or improved state, and no addition to or modification of any improvement or landscaping, shall be commenced or continued until the same shall have first been approved in writing by the Committee in accordance with the Design Standards. Approval shall be requested by submission to the Committee of plans and specifications, in duplicate, showing the following:

- a. existing and proposed land contours and grades;
- b. all landscaping, including existing and proposed tree locations and planting areas (and species thereof), mailboxes, and exterior ornamentation;
- c. exterior lighting plans

- d. walls, fencing, and screening;
- e. patios, decks, pools, and porches
- f. samples of materials to be used to the extent requested by the committee; and
- g. such other information, data, and drawings as may be reasonably requested by the committee.

Approval shall be based, among other things, upon conformity and harmony by the proposed plans with the Design Standards, and other structures governed hereunder, the effect of the location and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and general intent of these Restrictions. If the committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the committee either personally or by certified mail, it shall be presumed that the committee has approved said plans and specifications,

Neither the committee, or any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the committee agrees, by submission of such plans, that he or she will not bring any action or suit against the committee or any of its members to act to recover any damages.

An owner shall cause any improvement in the property to be completed in a workmanlike manner. Upon completion of any such improvement the person or entity who completed the same may request in writing that the committee issue a certificate certifying that said improvement is completed and in compliance with all provisions of this Article, which certificate shall be issued in a timely manner, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions of this Article. The committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made.

**SECTION 4. ENTRANCE FEATURES AND MAIL BOX COMMITTEES:**

The Association may form a committee, or committees, for the purpose of maintaining the entrance features and for maintenance of mail boxes in the community.

**SECTION 5. HOME OWNER'S ASSOCIATION DUES:**

Whether or not committees are formed for administrative convenience, each home site owner in the neighborhood shall be responsible for its prorata share of these operating and maintenance expenses. Said expenses shall be budgeted annually and approved by the officers of the association in accordance with the association's by-laws. Should any home site owner not timely pay his or her share of the annual Association's budget, the association may place a lien on the property of the delinquent home site owner and pursue whatever other remedies may be available for collection.

For sake of clarity, the first home owner's association dues shall be collected at time of closing the home site purchase and shall be \$500 annual fee. Said fee may be adjusted according to the home owner's association's by-laws and needs.

**ARTICLE V - AMENDMENTS**

These restrictions may be amended by three-fourths (3/4) vote of the home site owners.

**ARTICLE VI - GENERAL PROVISIONS**

**SECTION 1. VIOLATION OF COVENANTS:**

It shall be lawful for any person or persons owning any real property subject to this document to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to prevent him or them from so doing or to recover damages. Failure by any party to enforce any covenants, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation. These restrictions shall be binding on all and

enforceable by any of the present and future owners of the subject home sites.

SECTION 2. TERMS OF COVENANTS AND RESTRICTIONS:

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and bind all home site owners, their successors, and their heirs, executors, administrator and assigns for fifty (50) years, Said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of two-thirds (213) of the then-owners of the home sites subject hereto. In ascertaining the number of owners of two-thirds (213) of the home site, persons having the power to convey the fee simple in a give home site shall constitute a unit having a single vote, with no more than one vote per home site.

SECTION.3. INCORPORATION INTO DEED:

The above covenants, reservations, and restrictions shall be incorporated by verbatim inclusion or by reference in every deed hereafter issued conveying any part of the premises herein described.

SECTION 4. EFFECT OF INVALIDATION OR CONFUCT:

If any provision of these restrictions is held to be invalid by any court of competent jurisdIction, the invalidity of such provision shall not affect the validity of the remaining provisions herein. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance, or governmental regulations.

ARTICLE VII- ACCEPTANCE

By accepting a deed to any of the above-described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors, and assigns to be bound by each of such covenants jointly.