

DECLARATION OF RESTRICTIVE COVENANTS

RE: LINDEN WOODS, PHASE I & PHASE II

BENTON TOWNSHIP, T11N, R18W, SECTION 1, HOCKING COUNTY, OHIO

PLAT CABINET 2, PAGES 125-126 (PHASE I)

DEED REFERENCE: VOL. 57, PG. 813, OFFICIAL RECORDS

OWNER: MICHAEL D. NIHISER

ADDRESS: 703 WEST HUNTER STREET, LOGAN, OHIO 43138

Now comes Michael D. Nihiser, the owner and developer of Linden Woods, a subdivision as referenced above, who hereby publishes, declares and establishes the following restrictive covenants for the purpose of carrying out a general plan of development in regard to all of the lots in said subdivision, which covenants are to run with the land and be binding on Michael Nihiser, his heirs, executors, administrators, successors and assigns, and all grantees of lots in said subdivision, as well as their heirs, executors, administrators, successors and assigns, and all persons hereafter claiming through or under them.

Said covenants shall be perpetual, and shall be forever binding on the grantee of any lot in said subdivision, their heirs, executors, administrators, successors and assigns, and shall constitute an obligation to charge upon said each of said lots for the benefit of the other owners of lots in said subdivision, for the purpose of establishing a general plan of development therein. All future sales or leases of lots in said subdivision shall therefore be subject to these same covenants.

Said covenants may be enforced by any person who owns or hereinafter owns lots in said subdivision, and failure to do so shall in no way be deemed a waiver of the right to so enforce such covenants or any of these covenants in the future, whether involving a breach of the same covenant or any other, and whether occurring prior to or after said breach. Enforcement of said covenants may be sought by any such owner in the form of injunctive relief by a court of equity of competent jurisdiction. Any lot owner found by such a court to have violated one or more of these covenants, who received written notice of the violation and the intent to enforce the same within fourteen (14) days prior to the filing of a complaint with such court, shall be liable to the complainant for all reasonable counsel fees and court costs incurred in the enforcement of such covenants.

All of the lots in the said Linden Woods are therefore subject to the above general requirements, and to the following specific restrictive covenants:

1. Building Setbacks: No portion of any structures built on any lot in said subdivision shall be built nearer than 60 feet from the edge of the public roadway right-of-way lying adjacent to the front of any lot, or nearer than 60 feet from the side lot lines for corner lots. To the extent that this covenant differs from General Note #2 on the plat of Phase I of said subdivision found in Plat Cabinet 2, Pages 125 & 126, said General Note is hereby modified and amended.
2. Utility easements: Each lot in said subdivision shall be subject to utility easements ten (10) feet in width inside the rear boundary line and both side boundary lines of said lot, for the use of public utilities servicing the same. All utilities must be buried underground.
3. Any structure built on any lot in said subdivision shall be stick-built on the site, and shall be constructed of brick, wood or stone, except that concrete block may be used for foundations, basement walls and fireplaces, or in any other place where the same will not be exposed to view from the outside of the structure. No plywood may be used on the exterior of any structure. All dwellings built on any lot must be of new construction and built from new materials. No building can be torn down and re-erected on any lot in said subdivision.
4. Any dwelling built on any lot in said subdivision shall have a minimum of 800 square feet of living area above the ground level.
5. All lavatories and/or toilets shall be built indoors and connected with outside septic tanks until such time as a sewer system shall be available, at which time the then owner of the lot shall connect all such lavatories and/or toilets to said sewer system. Any septic systems placed on any lot must meet the minimum standards of, and be approved by, the Logan-Hocking County Health Department.
6. If liquid or propane gas is used as a heating source for the dwelling on and lot in said subdivision, all storage tanks for the same must be located behind the dwelling and out of view of any public roadway right-of-way, or must be buried underground.
7. No structure of a temporary character, mobile home, trailer, double-wide or modular (manufactured home), basement, shack, garage, barn or other outbuilding shall at any time be used on any lot in said subdivision as a residence, either temporarily or permanently. No house trailer shall at any time be parked on any lot in said subdivision. This covenant shall not be construed to ban the use of tents, campers and motor homes by lot owners on a temporary basis.
8. The exterior construction of any dwelling commenced on any lot in said subdivision shall be completed within one (1) year from the time excavation for the same or construction of the same has begun. Interior work on such dwelling may be completed at any time.
9. Only garages and accessory buildings which are attached to the dwelling are permitted on any of the lots in said subdivision, and such must be constructed of the same material as the dwelling constructed on said lot, and shall not be constructed so as to be accessible to vehicles from the front of the dwelling, so that no overhead garage doors open toward the public road. No stand alone or unattached buildings of any kind are permitted, with the exception of the existing timber-framed barn currently located on Lot 5 in said subdivision, so long as the owner of said lot re-sides and re-roofs said barn with materials which will bring it into compliance with covenant number 3 contained herein.
10. Said lots or any building erected thereon shall not at any time be used for the purpose of any trade, business or manufacture. All lots in said subdivision shall be used exclusively for private residential purposes or recreational cabin rental. No lot shall be further subdivided or split.
11. No noxious or offensive activity shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of any lots therein, or to any adjoining landowners not in the subdivision, nor shall any junk, abandoned or inoperative vehicles, trash, rubbish, debris or unsightly objects be kept, stored or allowed to accumulate on said premises. Building materials needed for the construction of a dwelling or other buildings permitted under these covenants must be removed within fourteen (14) days after construction of the same has been completed. No billboards or signboards, except suitable signs for the sale of the lot upon which lot said sign is erected, shall be erected or maintained on any lot.
12. No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any lot in said subdivision, except that dogs and cats may be kept inside, provided they are not bred or maintained for any commercial purpose. No snakes or exotic pets shall be kept on any lot in said subdivision.
13. No firearms shall be discharged at any time or on any portion of said subdivision.
14. No vehicles of any kind shall at any time be parked within the public roadway right-of-way.

Wherefore, the undersigned, Michael D. Nihiser, as current owner and developer of all lots in Linden Woods, hereby adopts, declares and publishes said covenants for the same this ____ day of June, 2005.

Michael D. Nihiser

Sworn to before me and signed in my presence by Michael D. Nihiser, owner and developer of Linden Woods, this ____ day of June, 2005.

Notary Public