

**TRANSFER**  
**NOT NECESSARY**

JUL 26 2018

  
County Auditor, Fairfield County, Ohio201800013143  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
07-27-2018 At 09:43 am.  
AMEND RESTR 28.00  
OR Book 1770 Page 3665 - 3671**Amendment to Deed Restrictions**

This agreement is entered into as the of 26<sup>th</sup> day of July, 2018, by and between Richard F. Estep, Joyce J. Estep, Steve Morris, and Joseph R. Holdren,

**WHEREAS**, five (5) parcels of real property, to wit: a 2.43 acre tract, a 2.35 acre tract, a 2.77 acre tract, a 2.27 acre tract, and a 1.88 acre tract, all located in Section 36 of Pleasant Township, Fairfield County, Ohio and known as "South Pleasant Development Group Lots 1-5" were subjected to certain covenants, conditions, and restrictions (collectively "CCRs") by way of South Pleasant Development Group Deed Restrictions for Lots 1-5 ("Restrictions") recorded in **Volume 1429, Page 3380**. Reference is hereby made to the above referenced instrument for a more particular description of the real property affected by this amendment, which descriptions are incorporated herein by reference as if fully set forth herein;

**WHEREAS**, Richard F. Estep and Joyce J. Estep are presently the owners in fee simple of a certain 2.43 acres tract (Fairfield Co. Parcel No. 028-02003.01) located on Lancaster-New Lexington Road NE, in Pleasant Township, Ohio and more particularly described in the deed recorded in **Volume 1763, Page 1088**, Official Records, Fairfield County, Ohio, a certain 2.27 acres tract (Fairfield Co. Parcel No. 028-02003.00) located on Lancaster-New Lexington Road NE, in Pleasant Township, Ohio and more particularly described in the deed recorded in **Volume 1763, Page 3753**, Official Records, Fairfield County, Ohio, and a certain 1.88 acres tract (Fairfield Co. Parcel No. 028-02003.03) located on Lancaster-New Lexington Road NE, in Pleasant Township, Ohio and more particularly described in the deed recorded in **Volume 1763, Page 3753**, Official Records, Fairfield County, Ohio, which descriptions are incorporated herein by reference as if fully set forth herein;

**WHEREAS**, Steve Morris is presently the owner in fee simple of a certain 2.35 acres parcel (Fairfield Co. Parcel No. 028-02003.90) located on Lancaster-New Lexington Road NE, in Pleasant Township, Ohio, and more particularly described in the deed recorded in **Volume 1749, Page 4069**, Official Records, Fairfield County, Ohio, which description is incorporated herein by reference as if fully set forth herein;

**WHEREAS**, Joseph R. Holdren is presently the owner in fee simple of a certain 2.77 acres tract (Fairfield Co. Parcel No. 028-02003.02) located on Lancaster-New Lexington Road NE in Pleasant Township, Ohio, and more particularly described in the deed recorded in **Volume 1759, Page 1534**, Official Records, Fairfield County, Ohio, which description is incorporated herein by reference as if fully set forth herein;

**WHEREAS**, Richard F. Estep, Joyce J. Estep, Steve Morris, and Joseph R. Holdren constitute all of the owners of all of the property encumbered by the Restrictions and now, by their unanimous consent, wish to amend the Restrictions by this writing;

**South Pleasant Development Group  
Amended Deed Restrictions for Lots 1-5**

1. All Pleasant Township zoning requirements must be met.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not exceeding two stories, together with an attached private garage for not less than two cars. Detached out-buildings will be permitted on a lot without size restrictions; however any out-building must conform to the visual characteristics of the lot(s).
3. Dwellings on lots 1 and 5 must face shared driveway access, while dwellings on lots 2, 3, and 4 must face center of shared driveway access cul-de-sac.
4. One story dwellings shall have a minimum of 1500 square feet of finished floor area. Any bi-level, split-level, one and one-half story or two story dwellings shall have a minimum of 1800 square feet of total finished floor area. The above square footage requirements refer to heated, livable areas, exclusive of basements, porches and garages.
5. No building shall be erected or altered on any lot in a manner that is not architecturally or aesthetically consistent with the other buildings located on the other lots. Satellite dishes with a diameter of more than 24 inches and metal storage buildings are specifically prohibited on any lot. Additionally, no fence in excess of 6 feet in height shall be erected on any lot.
6. All construction on any lot shall be conventional methods, using normally accepted building methods and materials (all exterior construction materials shall be new), and no singlewide or house trailer shall be erected, maintained or kept on any lot. All dwellings must be on a permanent foundation.
7. Any dwelling, and its attached garage, shall be substantially completed within one year from the date the same shall have been commenced.
8. No utility, pleasure or recreational vehicle or equipment, including mowers, tractors, and other lawn or garden equipment, campers, boats, boat trailers, house trailers or other pleasure vehicles, shall be stored on any lot unless it is entirely within the attached garage or detached outbuilding. No inoperable vehicle of any kind whatsoever shall be stored or parked on any lot except entirely within the attached garage or detached outbuilding. No other vehicles, except for cars, pickup trucks and vans, may otherwise be parked on any lot.
9. No obnoxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. No lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, garden waste, prunings, or other waste shall not be kept except in sanitary containers for collection that shall be stored within a structure or concealed by landscaping or other materials, either of which provide a year round visual screen for such containers from neighboring streets or properties. All equipment for the storage or disposal of such material shall be kept clean and sanitary. Each lot owner shall arrange for trash to be

collected and removed on a weekly basis. Trash containers may be placed in an open area to facilitate collection and removal of trash for a period not to exceed twelve (12) hours prior to pick up.

11. All trees, shrubs, grass and plantings of every kind on any lot shall be kept well maintained, properly cultivated and free of trash and unsightly material. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere on any lot, excluding established wooded areas, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All vacant lots must be mowed at least once a month for the months of May through October.
12. No hedge, tree or shrub lines shall be placed on any lot that obstructs the view of traffic approaching any street or road intersection within or surrounding the area affected hereby. The same sight-line limitations shall apply to plantings near points where a driveway enters a street or road.
13. No lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into despair and all dwellings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
14. No structure of a temporary or unfinished character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
15. No structure shall be located on any lot nearer than 65 feet to the nearest edge of shared driveway access easement, or nearer than 10 feet to any adjoining lot line.
16. All utility lines serving any structure located on any lot shall be installed and maintained underground.
17. Except as may be required by zoning requirements, there are no roof ridge line or pitch requirements or restrictions.
18. While any lot owner may install a paved or concrete driveway upon the completion of construction of their residence, no concrete or pavement shall be placed within any part of the shared driveway easement until the shared driveway easement roadway has been paved, at which time each lot owner will have one year to completely pave or concrete any remaining section of driveway from the edge of the shared driveway easement roadway to the attached garage of the residence.
19. Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices as prescribed by the local office of the United States Department of Agriculture Soil Conservation Service must be installed and followed around the perimeter of the construction area and across all swales and along all waterways in order to prevent siltation damage to adjoining properties or easements. In addition, all such construction shall be undertaken in a manner that will not unreasonably disturb, interfere with or otherwise alter the drainage from or onto any adjoining lots. Additionally, in the event that any existing drainage tiles are damaged or disturbed during

the construction process on any lot, such drainage tiles shall be professionally repaired or rerouted in a reasonable manner so that the drainage from or onto adjoining tracts is not unreasonably disturbed, interfered with or otherwise altered. Each lot owner must maintain, repair, or replace that portion of any drainage tile lines that cross such owner's lot.

20. No billboards, signs, or advertising devise of any kind shall be erected, placed or suffered to remain on said premises, except for one sign of not more than five square feet advertising the property for sale or rent and promotional signs used by a builder during the construction period.
21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any parcel, except that cats, dogs, or other household pets and horses may be kept. No animals may be kept, bred, or maintained on any parcel for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. All animals that are kept on any lot shall be confined or restrained to prevent their trespass onto other lots.
22. No lot, or any part thereof or interest therein, shall be conveyed or otherwise alienated unless the instrument of conveyance expressly provides that the person or persons receiving the same shall accept and be bound by the terms and obligations herein expressed.
23. These covenants shall be binding on all persons acquiring an interest in any lot and shall run with the land.
24. Lots 1-5 shall not be further subdivided. Lots 1-5 may be joined.
25. These restrictions apply only to Lots 1-5. Enforcement of these restrictions may be by proceedings at law or in equity or both, brought by an owner or other party in interest of Lots 1-5, against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violations, or enforce compliance, or any of them. No failure to object to any violation of any restriction or to enforce any restriction shall be considered a waiver of the right to do so thereafter, either as to the same or subsequent violations. Any party bringing an action to enforce these restrictions, either in law or in equity, may recover the reasonable costs in doing so, including reasonable Attorney fees.
26. Invalidation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.