

Chicago Title

CHICAGO TITLE BOX - STEVE MILLS

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JUL 20 1994
3:30	0'CLOCK P. M.
RECORDED	July 28 19 94
VOL. 575	PAGE 529
Ray C. Conklin	
COUNTY RECORDER	
FEE \$ 36.00	

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DECLARATION OF PROTECTIVE COVENANTS

POWELL PLACE SUBDIVISION  
PHASE II

NOTATION

WITNESSETH THAT:

WHEREAS, BUS GENERAL PARTNERSHIP is at this date the owner of Lots Numbered Fourteen Hundred, Forty Nine (1449) through Fifteen Hundred, Eight (1508) inclusive of Powell Place, Section II, in the Village of Powell, County of Delaware, State of Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 1 Slide 349 -349A -349B, Recorder's Office, Delaware County, Ohio.

WHEREAS, it is contemplated that the various lots, singly or otherwise, shall be sold to diverse persons, and that suitable improvements shall be erected thereon.

NOW THEREFORE, for the benefit and protection of the present and future owners of the several lots, and for the purposes of including the purchase thereof by prospective purchases, the following protective covenants are hereby adopted to govern the future use and improvements of said property.

A. FULLY PROTECTED RESIDENTIAL AREA.

The following residential area covenants, in their entirety, shall apply to all the aforesaid numbered lots.

B. LAND USE AND BUILDING TYPE.

All lots in the above described subdivision, exclusive of reserves, shall be known and described as single family detached residential lots and, except for such lot or lots or part thereof as may hereafter be dedicated to private use for access to and from adjacent private development, no lot shall be used other than for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and to include a private, attached garage for not less than two cars.

C. LOT SPLIT.

No detached single family lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, so as to create a new building lot.

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

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D. DWELLING SIZE.

Except as hereinafter provided, the floor area of the main structure, exclusive of open porches and garages, shall not be less than:

1. One floor plan dwelling: not less than 1500 square feet per detached dwelling.
2. Two story dwelling: not less than 900 square feet on the ground floor per detached dwelling.
3. Split level dwelling: not less than 1400 square feet on the upper two levels per detached dwelling.
4. One and one-half story dwelling: not less than 1000 square feet on the ground floor per detached dwelling. The second level of these dwellings must be finished.
5. Bi-level dwelling: not less than 1600 square feet on the upper level per detached dwelling.

Exterior dimensions shall be used to compute the required floor area, with garages, breezeways, basements, attics, and porches excluded. The residence and accessory buildings constructed on any lot shall not in the aggregate cover more than thirty-five percent (35%) of the square footage of any such lot.

E. BUILDING LOCATIONS.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum set back lines shown on the recorded plat of the subdivision. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. As to any specific lot which is subject to these protective covenants, the building set back and interior lot line minimums specified above in this covenant shall be subject to reduction to lesser minimums equal to those permitted by any variance granted by the Board of Zoning Appeals or other similar administrative board or agency having jurisdiction over the property covered by these protective covenants.

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F. ARCHITECTURAL PLAN REVIEW.

No building, or other permanent enclosed structure shall be constructed, erected, installed or maintained on any part of said lots, nor shall any substantial change or alteration thereof be made unless the same shall be done strictly in accordance with the plat, building plans and specifications thereof which the Grantor shall have approved prior to the commencement of any such work or use, which approval shall not be unreasonably withheld by the Grantor and shall be based upon whether the proposed improvements, including exterior materials and colors, are harmonious with improvements on neighboring properties. In the event, Grantor fails to approve such plan within thirty (30) days after submission to it, such plan shall be deemed automatically approved. Upon submission of two copies of plans, specifications and color selections to the Grantor, such approval shall be endorsed by the Grantor on such plans, specifications and color selections, and the Grantor shall return one (1) set to the person submitting the same, and one (1) set shall be retained by the Grantor. If approval is denied by the Grantor to the plans and specifications submitted to it, both sets shall be returned to the person submitting the same. The provisions of this paragraph shall not apply to any interior change, alteration, arrangement, or decoration or to any exterior maintenance of landscaping following the original construction of a dwelling on a lot and the landscaping thereof which does not substantially change the appearance of such house, buildings, structures, or landscaping.

G. LANDSCAPING.

In addition to normal foundation plantings, every lot shall have at least one yard tree planted at the front of the lot between the front lot line and the building setback line.

H. YARD LIGHTS.

Each detached single family lot shall have one yard light, located three (3) feet from the rear of the public walk, and three (3) feet from the edge of the driveway nearest the front entrance of the house. It shall be controlled by a light sensitive switch device mounted on the post; there shall be no wall switch inside of the house. All fixtures shall be SL9045-1 as manufactured by Thomas Industries, or an equal as approved by the Developer or its successors.

I. NON-PERMANENT STRUCTURES.

No structure of a temporary character, storage tank, trailer, basement, shack, tent, garage, or other outbuilding shall be used on any lot at any time either temporarily or permanently, provided that trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a residence on any lot.

J. NUISANCES.

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 neighborhood. No clothing or other household fabrics may be hung in the open on any lot, and no clothesline or other outside drying or airing facilities shall be permitted.

K. FENCING.

No chain link, cyclone wiring, grape stake, or other similar type fencing shall be constructed on any lot. Wood fencing not to exceed forty-eight (48) inches in height may be used at side and rear lot lines. Wood screening type fence may be erected not to exceed seventy-three (73) inches in height above ground level and said screening type fence shall not be placed along property lines as a property divider. It is the Grantor's intent that the latter type fence be used only for patios and private areas. No fence of any type is to be erected between the front lot line and the building line.

L. LIVESTOCK AND POULTRY.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No more than two (2) dogs or two (2) cats or two (2) other pets which are permitted outdoors may be kept on any Lot except when animals in excess of such numbers are less than three (3) months old. Household pets permitted on any lot pursuant to these restrictions shall be kept on a leash or otherwise provided from straying onto other lots while outside.

M. BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE.

No truck, trailer, motorcycle, boat, camper, bus, tent, house, car or recreational vehicle or commercial vehicle shall be parked or stored on any lot 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, motorcycle, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any thirty (30) day period.

N. VEHICLES NOT IN USE.

No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it is not able to be operated on a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

O. RUBBISH.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

P. ANTENNAS AND EXTERIOR APPURTENANCES.

No television or radio antenna, tower or mast, or satellite dish, whether rooftop or ground mounted, shall be erected or permitted on the exterior of any structure or lot.

Q. ABOVE GROUND POOLS.

No above ground pool shall be permitted on any lot.

R. GRADING AND DRAINAGE.

The finished grade of any lot or lots or parts thereof shall comply with the finished grading and drainage plan as set out in the master plan of the subdivision subject to modification by the Village Engineer. Erosion and its effects in respect to the lots are not the responsibility of the Grantor. In the event of a dispute as to the compliance or non-compliance with the master grading plan for the subdivision, the decision of the Village Engineer shall be final.

S. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except (1) one sign of not more than five square feet advertising the property for sale or rent, or (2) signs used by the Developer or a builder to advertise the property during the construction and sales period which shall not be restricted in size.

T. SIGHT DISTANCE AT INTERSECTIONS.

No fence or any portion of any fence of any type shall be erected or placed on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In addition, no fence, wall, hedge or shrub planting which obstructs sight elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. These same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

U. EASEMENTS.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and other instruments of record. Within the limits of these easements, the grade specified on the master grading plan must be complied with, and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of the utilities, or which may change the direction of the flow of drainage channels or may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

V. MAINTENANCE OF COMMON IMPROVEMENTS.

The maintenance of the common improvements, bike paths, gazebo and storm water facilities, including the retention pond and storm sewer lines outside of the village of Powell, in a well maintained, attractive and aesthetically appealing condition shall be the responsibility of the Developer until such time as those rights and responsibilities are granted to the Association of Homeowners. That responsibility shall include, but not be limited to, caring for and maintaining those improvements, including seeding and mowing when needed and maintaining the unrestricted flow of water in drainage areas.

W. TRANSFER TO ASSOCIATION.

Notwithstanding anything contrary to the foregoing, at any time the Developer no longer wishes to retain the rights granted to it in this Declaration after January 1, 1995, it may transfer those rights to an Association of Homeowners; however, Developer shall retain all rights granted in Section F (Architectural Plan Review) above until such time all building permits for all the lots in Powell Place, Section II have been issued. By such written transfer this Declaration will be deemed to be amended, so that every reference to "Developer" or "Grantor" herein shall be changed to "Association".

X. ENFORCEMENT.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages, or both.

Y. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, BUS GENERAL PARTNERSHIP has hereunto caused this instrument to be executed on this 14<sup>th</sup> day of June, 1994.

Signed and acknowledged in the presence of:

BUS GENERAL PARTNERSHIP  
An Ohio Partnership

Beverly Jo McMahon  
Beverly Jo McMahon  
Felicia Cupoli  
Felicia Cupoli

By P. Ronald Sabatino  
P. Ronald Sabatino  
General Partner

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a notary public in and for said county and state, personally appeared P. Ronald Sabatino, General Partner, of BUS GENERAL PARTNERSHIP, to sign this instrument on behalf of said partnership on this 14<sup>th</sup> day of June, 1994.

Beverly Jo McMahon  
Notary Public



BEVERLY JO McMAHON  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JANUARY 18, 1999