

## **Chevington Woods North (2) – Deed Restrictions Lots 99 thru 226**

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### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That MILDRED FISHBAUGH, TRUSTEE, unmarried, Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations to it paid by C & G DEVELOPMENT, INC., an Ohio Corporation, Grantee, the receipt of which is hereby acknowledged, doth hereby REMISE, RELEASE, and QUIT-CLAIM to the said Grantee, its successors and assigns forever, the following REAL ESTATE situated in the State of Ohio, County of Fairfield and in the Township of Violet and bounded and described as follows:

Being Lots Numbered Ninety-Nine (99) through Two Hundred Twenty-Six (226), inclusive, of CHEVINGTON WOODS NORTH, SECTION NO. 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 10, Page 61, Recorder's Office, Fairfield County, Ohio.

Last Transfer: Deed Book 417, Page 561.

For the purpose of carrying out the general plan of development of the premises hereinabove described, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following covenants, agreements, conditions, restrictions and provisions, all of which are hereinafter referred to as "Restrictions", and the Grantee, for itself, its successors and assigns, covenants and agrees to keep and perform each and all of said Restrictions.

1. Except as hereinafter provided in Item 2, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-Five (25) years from and after the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

2. Notwithstanding the provisions of Item 1 above, whenever in the sole judgment of the Grantee these restrictions should be altered or modified to further the development plan of the above-described subdivision, said Grantee may do so by any instrument in writing, duly executed and recorded, and such alteration shall be binding upon the owners of all lots in said above-described subdivision. This right shall cease when said Grantee has disposed of its entire ownership of all lots in the above-described subdivision. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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

4. Reserve "A" is specifically excluded from operation of these Restrictions.

5. None of the lots herein conveyed and made subject to these restrictive covenants may be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling, not exceeding two and one-half (2-1/2) stories in height, with an

attached carport or garage for not less than one (1) car and not more than three (3) cars. No detached outbuilding or garage may be constructed on any premises herein described.

6. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front wall of the house constructed on said lot unless similarly approved. Approval shall be as provided hereinafter. The Architectural Control Committee is composed of Clarence A. Grundey, Kenneth N. Carpenter and Charles P. Grundey. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. The name of the builder employed by the owner must also be submitted and approved to the Architectural Control Committee before construction may be commenced and should be submitted at the time plans are submitted for approval.

8. No house may be constructed on any lot with a garage of minimum dimensions of less than twenty (20) feet by twenty (20) feet.

9. The ground floor area of the main structure, exclusive of open porches or garages, shall have a minimum livable floor area of sixteen hundred (1600) square feet for a one-story house, with attached garage. The ground floor area of any one and one-half (1-1/2) story house, exclusive of open porches or garages, shall have a minimum livable floor area of sixteen hundred (1600) square feet. Any two (2) story house, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand (1,000) square feet on each floor. Any split-level house, exclusive of open porches or garages, shall have a minimum livable floor area of fifteen hundred (1500) square feet on the total floor area of the upper two levels. The upper level floor area of any bi-level house, exclusive of open porches and garages, shall have a minimum livable floor area of sixteen hundred (1600) square feet and shall not have any portion of the attached garage under any livable floor area. All garages referred to in this section shall have a minimum floor area of five hundred twenty-eight (528) square feet.

10. No building shall be located on any lot nearer than fifty (50) feet to the front lot line, except that this building line requirement may be modified by the Architectural Control Committee upon application and a showing of hardship by reason of topography or other physical circumstances. No building shall be located nearer than ten (10) feet to an interior lot line, except that a five (5) foot minimum side yard shall be required for a garage. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

11. No lot shall hereafter be subdivided into additional lots.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at anytime as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

15. No owner, part owner, member of family or agent or employee of owner or part owner of any lot in this subdivision shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivision for a period of more than two consecutive hours where said vehicle is in view or can be seen from any street or other lot in this subdivision.

16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

17. No animals or livestock 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 purpose.

18. No lot shall be used or maintained as a dumping ground for rubbish. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

19. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authority having jurisdiction. Approval of such system as installed shall be obtained from such authority.

20. No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time but said construction period shall in no event exceed six (6) months.

21. All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of, or excavation for, the dwelling.

22. No fence nor 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 the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

23. Storm water drainage, under each driveway approach shall be provided by reinforced concrete tile or galvanized pipe at least twenty-two (22) feet in length and of a diameter approved by the Architectural Control Committee.

24. No commercial vehicles, camper or vacation vehicles, construction, or like equipment, or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed.

25. No house may be erected on any lot in the CHEVINGTON WOODS NORTH, SECTION NO. 2 Subdivision unless there is constructed in conjunction therewith an outside the yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front lot line. Such light shall be constructed so that an adequate light will be emitted there from during the entire period from one-half hour after sunset until one-half hour before sunrise automatically and without manual control for regulation of the light source. The owner of the aforementioned light will keep the same in good repair and working condition at all times.

26. Homeowner's association. For the purpose of all common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the CHEVINGTON CIVIC ASSOCIATION, a nonprofit corporation.

27. No surface water, storm drains, roof drains or any source other than sanitary facilities of the dwelling erected on any lot herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision.

28. Every residence unit erected on a lot in this subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway upon which the lot faces.

29. No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

30. A representative of C & G DEVELOPMENT, INC. and/or its successors and assigns, shall have the right to inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in this subdivision. Before any sanitary sewer tap or service lateral for any house constructed in this subdivision may be covered or the ditch back filled, the same must be examined by a representative of C & G DEVELOPMENT, INC. and/or its successors and assigns, and written approval of such inspection must be secured by the builder.

It is agreed by the Grantor and the Grantee herein that this Deed is executed and delivered for the sole purpose of imposing restrictive covenants and reserving easements aforesaid.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever.

And the said Grantor, for herself and her heirs, does hereby covenant with the said Grantee, its successors and assigns, that she is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, except taxes and special assessments, if any, now a lien.

Grantor releases all rights of dower therein.

IN WITNESS WHEREOF, The said MILDRED FISHBAUGH, TRUSTEE, has hereunto set her hand this 7<sup>th</sup> day of December, 1972.

Signed and Acknowledged  
In the presence of:

S/ Deborah A. Guisinger

S/ Steven G. Reed

S/ Mildred Fishbaugh  
Mildred Fishbaugh, Trustee