

# **Stonestrow Farms**

## **RESTRICTIONS & PROTECTIVE COVENANTS**

As a part of the consideration of this conveyance, the Grantee herein agrees for himself, his heirs, administrators and assigns that the premises above described are conveyed subject to the following restrictions, limitations and conditions, it being agreed and understood that like uniform restrictions shall be placed upon lots of said subdivision.

1. **Residential Use** - All lots shall be used exclusively for purposes of a single-family private residence and for no other purpose whatsoever. Each residence shall have a minimum of a two car attached garage.
2. **Setback Lines** - No building or any part thereof shall be erected or maintained nearer to any street line than the setback lines shown on the plat of this allotment, or nearer to any side line of any lot, or nearer to any rear line of any lot than is permitted by Wayne County Planning and Zoning Ordinances. All dwellings shall observe the minimum building setback line of 75 feet from the street. No residence or attached garage shall be nearer than 25 feet to the sidelines of any lot.
3. **Size of Homes** - Ranch homes must be a minimum of 1,800 square feet, and two story and split-levels must be a minimum of 2,000 square feet. The square footage shall be determined by multiplying the outside horizontal dimensions of the dwelling at each floor level excluding garages, porches and screened porches, breezeways and patios, and basements.
4. **Outbuildings** - Outbuildings on any lot containing less than two acres shall be limited in size to 24' x 36' and a maximum height of 20 feet. Outbuildings on lots 28 and 29 shall be limited in size to 32' x 48' and maximum height of 24 feet. Outbuildings on lots 30 and 36 are subject to developer approval. Only one outbuilding shall be erected per lot. Outbuildings shall be kept a minimum of 50 feet from any side lot line and 75 feet from the rear lot line. All outbuildings shall be positioned behind the rear of the dwelling. No outbuilding shall be commenced on any lot until the residence on the lot is constructed.
5. **Plan Approval** - No building or structure or any additions thereto shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the plot plans showing the proposed locations of said buildings and structures upon said premises together with plans, specifications and details of said buildings and structures shall have been approved in writing by the grantors or their agents.
6. **Other Structures** - No building or structure of any kind shall be moved from another location onto any lot. No doghouses, dog runs or pens, shall be erected or maintained on any lot.

7. **Vehicles and Recreational Vehicles** - No inoperable, abandoned or unlicensed vehicle shall be left parked along the street or be placed or permitted to remain upon any lot except in a closed garage. No mobile home, trailer, motor home, boat or other recreational vehicle shall be left parked along the street or kept on any lot outside the enclosed garage, except temporarily for infrequent periods not exceeding 48 hours each.
8. **Mobile Homes** - No garage, mobile home, house trailer, temporary building, pre-fabricated, modular house, or any structure other than a house erected in accordance with these covenants shall be used for temporary or permanent dwelling purposes on any lot.
9. **Fences** - No fences of any kind shall be erected closer to the street than the rear of the dwelling, except on lots 30 and 36. No fence of any kind shall be erected without written approval of the grantors or their agents.
10. **Animals** - No animals other than common household pets shall be kept or harbored on any of said premises with the exception of lots 28, 29, 30 and 36. No noxious or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.
11. **Grading and Landscaping** - The exterior of all structures and the fine grading and landscaping of each site shall be complete within nine (9) months from the date ground is broken, weather permitting. All lawns in the front of the property shall extend to the pavement line. Only hardwood trees shall be permitted in front of the setback line, except for shrubbery and trees along the front of the foundation of a home.
12. **Road Ditches** - All ditches along the road right-of-way shall be left open except for a thirty-foot long drainage pipe that shall be installed under each driveway providing ingress and egress to a lot. Lot owners shall contact Wayne Township for the drive pipe size and specifications.
13. **Driveways** - All driveway surfaces must be concrete, asphalt, or chip and seal. Drive aprons within the road right of way cannot be concrete, but shall be asphalt or chip and seal.
14. **Overhead Doors** - No overhead garage doors shall be allowed to face the street on dwellings or outbuildings.
15. **Foundations** - All homes must have a brick or stone band on the portion of the foundation facing the street. No home shall have more than 16" of exposed block on the remaining foundation.

16. **Roofs** - All homes must have a minimum 6/12 roof pitch. All shingles shall be dimensional/architectural buildup, cedar shake, slate or slate shake, or any acceptable substitute approved by the developer.
17. **Swimming Pools** – Swimming pools must be directly behind the residence and surrounded on all sides by fencing.
18. **Mailboxes** - All mailboxes must be of a design approved by the developer. The homeowner will pay the expense of the mailbox and installation.
19. **Maintenance** – No weeds, underbrush, or unsightly growths of shrubs or trees shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse shall be allowed to be placed or suffered to remain anywhere thereof. Vacant lots shall not be allowed to grow unattended.
20. **Subdividing Lots** - No lot shall be subdivided into lots or portions of lots smaller than the original lots as set forth in the recorded plat, except that three lots may be divided to make two lots and that lots may be re-platted and renumbered where the re-platting does not create an additional lot. All other covenants as set forth herein to remain fully in effect.
21. **Recreational Vehicles and Noise** – No ATV's, four wheelers, three wheelers, motorbikes etc., shall be allowed to operate on any of the lots. No disturbing noise of any kind shall be allowed.
22. **Utilities** - All electric, telephone and TV cable wiring shall be underground, and no overhead wires or poles supporting the same shall be erected or maintained on any lot. All satellite dishes shall be erected to the rear of the dwelling, and shall not be larger than 36 inches diameter. No exterior television or radio antennas shall be allowed. No solar panels, attached or detached, shall be allowed.
23. **Covenants** - These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, 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 has been recorded, agreeing to change said covenants in whole or in part.
24. **Enforcement** - Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The failure of the developer to enforce any building restriction, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior to subsequent thereto.

25. **Invalidation** - Invalidation 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 affect.

26. **EPA Requirements** - Each lot owner shall apply for coverage under the National Pollutant Discharge Elimination System (NPDES) for storm water discharges associated with construction activities by filing the following forms with the Ohio Environmental Protection Agency.

- A. Individual lot Notice of Intent for coverage under the Ohio EPA Storm Water Construction General Permit before grubbing, grading or construction activities begin.
- B. Notice of Termination of Coverage under the Ohio EPA Storm Water General permit when all grading and seeding has been completed.