

EAK 1-28-22
INITIAL DATE

1/28/2022

[Signature]

PROTECTIVE COVENANTS

Plat Vol. 33 p. 72

WOODSIDE

Block "L"

Village of Lexington



BK: 2971 PG: 569

Richland County- State of Ohio

Conditions, Covenants, Restrictions, and Easements Affecting property of Getz Builders Inc.

THIS DECLARATION, made this 22nd day of September 2021 by GETZ BUILDERS, INC. hereafter called the Declarant

WITNESSETH:

WHEREAS, Declarant it is the owner of the real property described in Clause I of this Declaration and is desirous of subjecting the real property described in said clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, GETZ BUILDERS, INC. Hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens in charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, or any two or more continuous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

The properties subject to these Covenants shall mean all property within Woodside, Block, "L", as are subject to these Protective Covenants or any Supplemental Declaration under the provisions of Clause I hereof.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or Building Site situated within Woodside subdivision, Block, "L" but, notwithstanding any application of the theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired a title pursuant to foreclosure in proceedings in lieu of foreclosure.



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Plat shall refer to the Plat of Woodside as recorded in Plat Book FILL, Page FILL in the Richland County, Ohio Recorders Office or any additional subdivision plat made subject to those Protective Covenants by any subsequent Supplemental Declaration of Protective Covenants under the provisions of Clause I, hereof.

CLAUSE I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Richland County, State of Ohio, and is more particularly described as follows, to-wit:

Being all of Woodside Subdivision, Block "L", in the Village of Lexington, as shown at Plat Book, FIX page FIX, Richland County, Ohio, Plat Records.

Additional property in further development of Woodside and may become subject to these Protective Covenants in the following manner:

A. Additions in accordance with a General Plan of Development. The Declarant, it's successors and assigns shall have right to bring within the scheme of these Protective Covenants additional properties in future stages of the development, provided that such additions are in accord with a General Plan Oof Development prepared prior to the sale of any lot and made known to every purchaser prior to such sale. The additions authorized under this section shall be made by filing of record a Supplemental Declaration of Protective Covenants with respect to the additional property which shall extend scheme of the covenant and restrictions of this Declaration to such property.

CLAUSE II

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof, to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or portion structures, and structures built of improper and suitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property to encourage and secure the erection of attractive homes, with appropriate locations thereof on building site; to prevent haphazard an inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for high type and



quality of improvement of said property, and thereby to enhance the value of investments made by the purchasers up the building sites that therein.

A. Residential Building Sites

All building sites in the tract shall be known and described as residential building sites.

B. Residential Area Covenants

No lot shall be used except for residential purposes. No building shall be erected, altered, place, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two- and one-half stories in height and a private garage for not more than four cars.

C. Architectural and Plan Control

No building or structure shall be erected, placed, or altered on any lot until the plans at specifications for such construction or alterations, together with a plot plan showing the location of the structure or alteration have been approved by Getz Builders, Inc. as to proposed workmanship and materials, harmony of exterior design and existing structures, and as to location with respect to lot lines and finish grade elevations; no fences or walls shall be erected, place or altered in any lot until the plans and specifications and plot plan showing location at which is to be erected shall have been approved by Getz Builders, Inc. before construction or alterations have been commenced. If aforesaid Corporation, their authorized representatives, or successors fails to approve or disapprove such design, specification and location, within thirty (30) days and specifications and plot plan showing location at which it is to be erected shall have been approved by Getz Builders, Inc. before construction or alterations have been commenced. If aforesaid Corporation, their authorized representatives or successors, fails to approve or disapprove such design, specifications in location within thirty (30) days after building plans, building specifications and plot plan have been submitted to them or, in the event, if no suit to enjoin the erection of such a building or the making of such alterations, has been commenced prior to the completion thereof, such approval shall not be required in this covenant shall be deemed to have been fully complied with.

D. Dwelling Type and Size

In no event is a dwelling permitted at less than 1700 square feet of ground area of the main structure, if one story, or less than 850 square feet if more than one story. For the purpose of these provisions, garage, porch, terrace and breezeways are not considered part of the main structure.

E. Building Location

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown for the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot. No building shall be located nearer than 5 (five) feet to the interior lot line except that the maximum side yard required for a garage



or other permitted accessory building shall not be less than 5 (five) feet, provided is located 20 (twenty) or more feet back of the rear building line of the main structure. No garage or permitted accessory building shall be located on any interior lot near than 10 (ten) feet the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as part of the building. However, this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot or recorded easement.

F. Lot Area and Width

No dwelling should be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or place on any lot having area of less than 1700 square feet.

G. Easements

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

H. Nuisances

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

I. Temporary Structures

No building or structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used or kept on any lot at any time either temporarily or permanently.

J. Signs and Billboards

No signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained on this property except upon the consent in writing of Getz Builders incorporated as hereinafter created, maintained and provided for, provided that no such permission shall be required for the erection and maintenance of not more than one advertising sign, which is advertising board shall not be more than eight square feet in size and use for the sole exclusive purpose of advertising for sale or rent property upon which is directed.

K. Parking

Every single-family detached resident shall include a concrete garage sufficient to store at least two full-size automobiles and an accessory paved driveway; and no such garage shall be converted by alteration or use to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved by Getz Builders.



No commercial vehicle, truck, tractor, mobile home, or travel trailer (either with or without wheels), or any other transportation device of any kind except as hereinafter provided shall be stored or kept on any lot. Private automobiles and recreational vehicles may be stored in a garage or parked in a paved driveway or in a parking space, provided such garage, driveway or parking space conformed to the requirements of this Section, when incident to the residential use of the law upon which such garage or driveway is situated or to the living unit for which such parking space is provided.

L. Livestock & Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, not permitted to cause create a nuisance or disturbance.

M. Mowing

The Owner of each lot shall mow or caused to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

N. Exterior Maintenance

The owner of each lot shall provide reasonable exterior maintenance upon each lot and building thereon as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks, and other exterior improvements.

O. Garbage and Refuse Disposal

No owner, occupant or tenant of any lot or building shall deposit or leave garbage, waste, putrid substances, junk, or other waste materials on such lot or on any property within Woodside, nor permit any other person to deposit any of such materials on any lot or property owned by or in possession of such owner. An owner, occupant, or tenant of any lot or building may keep such garbage or refuse as shall necessarily accumulate from the last private or public garbage and rubbish collection available for such lot or building, provided any such garbage is kept in sanitary containers which except for the day scheduled for municipal or private garbage and rubbish collection shall be kept from public view.

P. Other Limitations

No radio aerial, television antenna, satellite dish exceeding two (2) feet in diameter, or other radio installation may be erected, installed and/or located on any lot or installed or located on the exterior of any building.

CLAUSE III



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A. Architectural & Plan Control

The Architectural and Plan Control Committee shall consist of one or more persons appointed by the Declarant or its successors, designees or assigns. (c/o Paul Getz, 2979 Park Ave West, Mansfield, OH 44906)

B. Finish Grade Elevations

All finished grade elevations for homes to be built, shall be approved in writing by GETZ BUILDERS, INC. it's successors or assigns, prior to start of construction.

CLAUSE IV

General Provisions

A. Term

These protective covenants shall apply to each lot in the premises here and described or hereafter subjected to these restrictions and shall be for the benefit of all lots and lot owners in and of the premises herein or hereafter subjected to these restrictions and shall be binding upon the present owner of the land and all grantees from the present owner, their heirs, executors, administrators, successors, assigns and grantees and the owner of any lot or lots contained within the area subjected to these protective covenants, or Declarant may invoke these protective covenants against any person or persons violating or attempting to violate such covenants. These covenants shall run with the land and shall be binding upon the owners thereof and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time the covenant shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of then owners of the lots have been recorded, agreeing to change or alter these covenants in whole or in part.

B. Enforcement

Enforcement shall be by proceedings 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.

