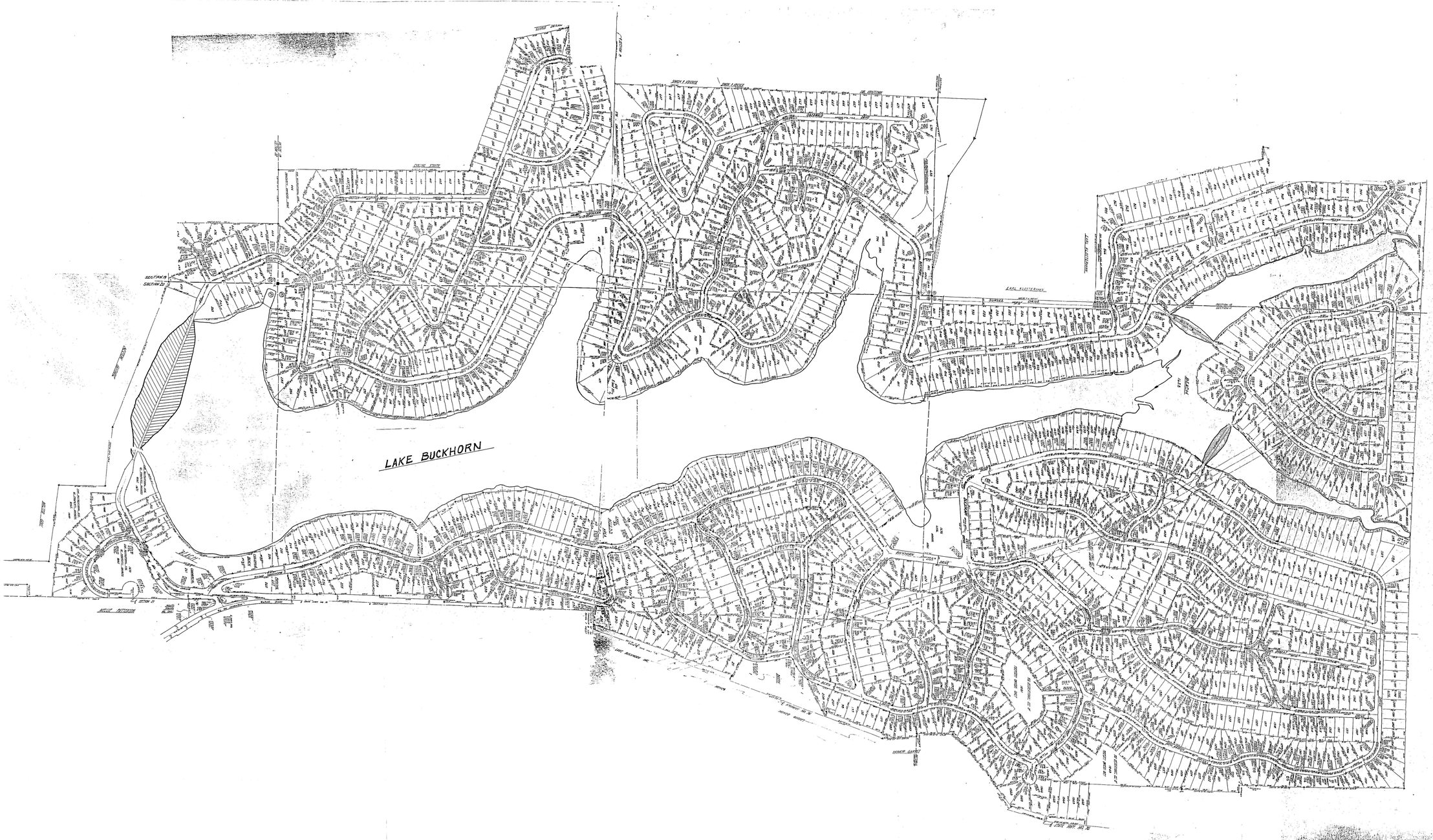

RESTRICTIONS

LAKE BUCKHORN SUBDIVISION - HOLMES COUNTY, OHIO

The Warranty Deed from SELLER (Grantor) to PURCHASER (Grantee) shall contain the following restrictive covenants:

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (1) mall, and zoned as business or commercial areas on the plats by Lake Buckhorn, Inc.

2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house, and all buildings shall be erected on the building lot on which they are to long however. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, campers, tents, shacks, or similar structures shall be erected, moved to or placed upon said properties.

3. No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. All installation and structural plans for any building or structure are subject to the approval of Lake Buckhorn, Inc. or its assigns. No porch or projection of any building shall extend nearer than thirty (30) feet to any road right of way, nor nearer than ten (10) feet to the property line of any lot. No building shall be erected nearer than one hundred forty-five normal water line of Buckhorn Lake, as shown on recorded plats.

4. No outside toilet shall be allowed on the premises. No untreated waste shall be allowed to enter into Lake Buckhorn. Each dwelling shall have an individual sewage unit, said type unit to be indicated by the Holmes County, Ohio, Board of Health, based upon results of two percolation tests by the purchaser or his lot; said unit to be either a septic tank hatching bed or an aeration system and hatching bed, depending upon the results of the percolation test. In the event of such installations, no drain field or other disposal system shall be allowed nearer than sixty (60) feet from the normal high water mark of Buckhorn Lake. Any installation of such systems, after being reported to the Grantor by the Board of Health and not rejected within seven (7) days may be issued for termination of water service until such repairs are effected.

   No individual water wells shall be allowed on any residential lot and each residence shall be connected to the water mains, if any, of the Public Utility supplying water to the Subdivision.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Buckhorn, Inc., or its successors or assigns, except one sign of not more than five square feet advertising the property for sale or rental or for Property Owners Association use. A reasonable charge for same will be levied, and collected as provided in Restriction Number Eleven.

6. No boat docks, floats or other structures extending into the lake shall be constructed or placed there on or about prior written approval of Lake Buckhorn, Inc., its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Lake Buckhorn Property Owners Association, Inc.

7. Lake Buckhorn, Inc., for itself, its successors and licensees reserves a ten (10) foot wide easement and right-of-way along the front, side and rear boundary lines, along the side and rear lines of each and every lot for the purpose of installing, repairing and maintaining utility lines and mains thereon, together with the right to trim or cut down any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance of said lines or mains. Said easements shall include the right to use said street lines, culverts, and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress for the purpose of exercising the rights herein granted. Grantor reserves (1) where an owner retains a small additional area on the side of which shall cross over or through a common lot line, said common lot line shall be subject to the aforementioned five (5) foot reservation if it shows on recorded plats; (2) no easement shall exist on that portion of any subdivision lot which is occupied by a building situated on the building lot shown on the recorded plats, except, however, Lake Buckhorn, Inc., for itself, its successors, assigns and licensees reserves the right to cause or permit drainage of surface waters over said lot through said lots. Lake Buckhorn, Inc., for itself, its successors and assigns, reserves the right to enter upon the lots for the purpose of installing, repairing, and maintaining all water lines or mains in the event the same are not properly installed shall have no cause of action against Lake Buckhorn, Inc., its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence. Lake Buckhorn, Inc., its successors and assigns, reserves all mineral rights in the lands herein.

8. Each lot owner in Lake Buckhorn Subdivision shall be subject to an annual charge of $50.00 which he agrees to pay to Lake Buckhorn, Inc., its successors and assigns, or to the successors and assigns, annually, on the 1st day of April (as provided in the Code of Regulations of said Association) commencing in the year following the date of the deed from Grantor to Grantee, for the purpose of creating a fund to be used and reserved for the use of the Property owners, irrespective of whether the privilege of using such areas are exercised or not. Grantee agrees that the use of any of the above mentioned facilities is subject to rules of Grantor, his heirs, executors or assigns, and/or subject to Lake Buckhorn Property Owners Association, Inc., or to such provided successors in Lake Buckhorn Property Owners Association, Inc., as hereinafter provided and to such rules and regulations as may be established and promulgated by said Association. Grantee, himself, his heirs, executors or assigns, further agrees that the charges herein set forth shall be and constitute a lien against the above described lot and that Grantor may enforce collection of the same, and that the lien of the above mentioned assessments, for past due charges thereof and each and every successive owner and/or owners shall from the time of acquiring title to said premises be personally liable for all charges, assessments and fees becoming due during the period of his ownership of said premises and hereby assumes.

   As part of the consideration herein, Grantee for himself, his heirs, successors or assigns, agrees that in the event he, his heirs or successors or assigns, or persons, or corporations for membership in Lake Buckhorn Property Owners Association, Inc., and all privileges appurtenant thereto, he will transfer membership in said Association.

9. Grantee for himself, his heirs, executors or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots herein described and as a condition precedent to the installation of water service connections, which said water are to be located by Lake Buckhorn, Inc. or its assigns that the Grantee, his heirs, executors or assigns, will pay to Lake Buckhorn, Inc. the sum of $1.00 per foot of frontage of said lot, which is the price per foot that water is made available for use. The payments are to be computed on the basis of between the front lot corners as measured by the contract between the Seller and the Grantee. The total amount, or such part thereof, as may be actual connection is made by the said Grantee, his heirs, assigns, or successors or assigns, or persons, or the assigns, or successors or assigns, of $150.00 for the installation of water connection from the main to the Grantee's lot line. These charges are subject to change by the Lake Buckhorn Property Owners Association, Inc., its successors and assigns. The above mentioned consideration, if unpaid, shall constitute a lien against the above described lot, tract, or parcel of lands, which lien shall be equal to and shall participate with other liens provided by law. Exceptions and/or modifications of restrictions in conditions for water service have been, or will be, recorded in the office of the Recorder of Holmes County, Ohio, and reference is hereby made to the said records of such agreement references.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Grantee, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors, or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so, or to recover damages for such violation. All of the restrictions herein contained shall continue and be binding upon all persons until January 1, 1974. The same may be thereafter, and from time to time, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing. Provided, however, that no change shall be made, which might violate the zoning laws of Holmes County, Ohio, and invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

Transfer not necessary
Real est. on record 7/24/67 D.S.

83777

RECD: July 24 1967
AUDITOR'S OFFICE
RECORDED July 24 1967
HOLMES COUNTY, OHIO Vol. 2 pg 127-128
FEE $11.45