

LAKE - MOOR VILLAGE

SECTION ONE

RESTRICTIONS

Drummond Construction, Inc., fee owner of Lake-Moor Village, as hereon platted, hereby makes the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said Village may be put, hereby specifying that said declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under it for the benefit of and limitations upon all future owners in said Village, this declaration of restrictions being designed for the purpose of keeping said Village desirable for residential use, uniform and suitable in architectural design as herein specified:

1. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. All sales or leases of lots in this Village shall be made subject to such of the following restrictions as are applicable as to the use of the same.
3. Said restrictions are made for the benefit of any and all persons who now may own property, or who may hereafter own property in Lake-Moor Village and such persons are specifically given the right to enforce these restrictions and reservations.
4. Failure by the grantors, their heirs or assigns, or any landowner, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.
5. No more than one single-family dwelling house and garage shall be erected on said premises. Provided, however, there may be erected behind the dwelling house one detached building of new material not to exceed ten feet by fourteen feet in dimension and not over one story in height, and such building along with the dwelling house shall be maintained in an attractive condition.
6. Said premises or any buildings erected thereon shall not at any time be used for the purpose of any trade, business or manufacture.
7. No intoxicating liquors or beer shall be manufactured for sale, kept for sale, or sold on said premises.
8. Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
9. 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 effect.
10. No dwelling or building shall be permitted closer than twenty feet to front lot line nor closer than five feet from side lot lines. For the purposes of this covenant, eaves, steps, and open porches shall not be considered part of a building. The ground floor area of main structure, exclusive of open porches, and garages, shall not be less than eight hundred square feet for one story nor less than seven hundred square feet for dwelling of more than one story.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in 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 company is responsible.
12. 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.
13. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
14. 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 purpose.
15. No fence shall be built over six feet in height, and shall be of open or ornamental nature.
16. No outhouses shall be permitted on any part of the property; all toilet facilities must be contained within main dwelling. All improvements shall be completed within twelve months from beginning construction.
17. Fires must be contained, enclosed and carefully supervised. Use of fire arms on the premises is prohibited. The lot shall be kept clean and free of trash, garbage and debris at all times. Advertising signs, other than for sale of said lot, are prohibited.
18. No dwelling house or other structure shall be erected upon said premises without the plans and specifications and building contractor therefor having been first submitted to and approved by Drummond Construction,

Inc., its successors or assigns, at least thirty days prior to the commencement of any building. Provided, however, this restriction shall not apply in the event Drummond Construction, Inc., ceases to engage in business or is dissolved, and in no event shall it be applicable beyond fifteen years after the date the plat for Section One of Lake-Moor Village is placed of record.

19. All construction and materials used on said premises shall meet FHA Standards.
20. All unimproved lots in said addition shall be mowed at least twice each summer. All weeds on improved lots shall be kept mowed.
21. No non-operable, wrecked or junked cars shall be stored on any of said lots for a period in excess of fourteen days.
22. No home heating systems in said addition shall be fired by coal or other substance which will emit soot or other solid debris into the atmosphere, provided, however, the use of such fuel in fireplaces is not prohibited.
23. Lots 38 (Thirty-eight) and 39 (Thirty-nine) have located thereon a portion of the lake which also will cover other lots to be laid out hereafter. The owners of said lots 38 (Thirty-eight) and 39 (Thirty-nine), their heirs and assigns and invitees, shall have the right and easement to utilize all of said lake for recreational purposes so long as such use does not constitute a nuisance or interfere with the quiet enjoyment of the premises of other persons owning lots fronting on said lake.

No motor powered recreational equipment may be used on said lake.

The owner of each lot fronting on said lake, by purchasing said lot, releases the owners of all other lots fronting on said lake, their heirs and assigns, from any liability resulting from the fact of his ownership of the land upon which said lake exists, provided, however, such release does not extend to any acts or omissions which constitute actionable negligence on the part of any such lot owner, his heirs or assigns.

The owner of each lot fronting on said lake, his heirs and assigns, shall be responsible for the maintenance and upkeep of that portion of said lake which stands on his lot, at his expense, and shall at all times keep such lake, and the area immediately adjacent thereto, clean and attractive. No debris, pollutants or undesirable vegetation shall be placed in or permitted to exist in that portion of said lake which stands on a particular lot.

In the event a particular lot owner fails to abide by the restrictions herein imposed with respect to said lake, a majority of the remaining owners of lots fronting on said lake (counting as one, joint owners of a particular lot) may take the necessary steps to correct such failure or omission and may go upon the land of the lot owner failing to abide by these restrictions for the purpose of correcting any such failure or omission. The cost of such corrective action plus liquidated damages amounting to one hundred percent (100%) of such cost, shall be recoverable by said majority of lot owners in a civil action against such recalcitrant lot owner, plus Court costs and Attorney's fees, and such amounts shall also become a lien upon the lot of such recalcitrant owner when such majority of lot owners has recorded in the Miscellaneous Records of the Recorder's Office of Hocking County, Ohio, a certificate setting forth said failure or omission, the cost of correcting the same, plus said liquidated damages, the date thereof, and the signatures of all the persons constituting said majority of lot owners, and such lien shall be foreclosable by appropriate legal action of said majority of lot owners; provided, however, no actions set forth above shall be taken by any such majority of lot owners until there has been sent to such recalcitrant lot owner by certified mail with return receipt requested a notice of the failure or omission complained of and such recalcitrant owner has failed to correct such failure or omission within ten days after receipt of such notice.

Each purchaser of a lot fronting on said lake, for himself and his heirs and assigns, by the fact of such purchase, consents to all the foregoing limitations and privileges as to said lake, and each such purchaser, by virtue of such purchase, releases Drummond Construction, Inc., its successors and assigns, from any and all liability resulting from the creation and existence of said lake, the construction and maintenance thereof, or the actions of any lot owners whose lots front thereon.

DRUMMOND CONSTRUCTION, INC.

By F. Harold Drummond
F. Harold Drummond, President

By June P. Drummond
June P. Drummond, Secretary