

RESTRICTIONS

LAKE BUCKHORN SUBDIVISION - HOLMES COUNTY, OHIO

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

- Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), and zoned as business or commercial areas on the plat by Lake Buckhorn, Inc.
- Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than 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. No accessory or temporary building shall be used or occupied as living quarters. 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 premises.
- No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. All foundations 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 ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water line of Buckhorn Lake, as shown on recorded plats.
- 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 sanitary 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 on his lot; said unit to be either a septic tank leaching bed or an aeration system and leaching bed as indicated upon the permit to be issued by said Board of Health prior to any 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 malfunction of any system, after being reported to the lot owner by the Board of Health and not repaired within seven (7) days may be cause 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 use the water supply, if any, from the Public Utility supplying water to the subdivision.

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. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association in which event a proper charge for same will be levied, and collected as provided in Restriction Number 8 hereof.

No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without 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.

Lake Buckhorn, Inc., for itself, its successors and licensees reserves a ten (10) foot wide easement along all road rights of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer 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 to such areas for any of the purposes mentioned above. Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plats; (2) no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Buckhorn unless 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 and/or through said lots. Lake Buckhorn, Inc., its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property 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, by reason of any damages caused said property in installing, operating, removing or maintaining the above mentioned installations. Lake Buckhorn, Inc., its successors and assigns, reserves all mineral rights to the lands hereto.

Each lot owner in Lake Buckhorn Subdivision shall be subject to an annual charge of \$30.00 which he agrees to pay to Lake Buckhorn Property Owners Association, Inc., its 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 Agreement of Purchase, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using such areas are exercised or not. Grantee agrees that the use of any of the above mentioned areas shall be subject to approval of Grantee, his heirs, executors or assigns, for membership in Lake Buckhorn Property Owners Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and every successive owner and/or owners shall from the time of acquiring title covenant and agree, as aforesaid, to pay to Lake Buckhorn Property Owners Association, Inc., its successors and assigns, all charges past and/or future as provided in, and in strict accordance with, the terms and provisions hereof.

As part of the consideration herein, Grantee for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Buckhorn Property Owners Association, Inc., and all persons owning residential lots in said Subdivision shall be members of said Association.

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 as herein described and as appears on the map of Lake Buckhorn Subdivision, which said mains are to be located by Lake Buckhorn, Inc. or its assigns that the Grantee(s) jointly and severally promise to pay to the Grantor or order a minimum of \$4.00 per month, payable annually on the 1st day of April each year so long as water is available for use. The payments are to be computed on the basis of beginning with whichever month immediately follows availability of water service to Grantee, his heirs, executors or assigns, whether or not an actual connection is made by the said Grantee, his heirs or assigns, to the mains. The Grantor, or its assigns, upon receiving a written request and \$195.00 will install a water connection from the main to the Grantee's lot line. These charges are subject to change by the Public Utilities Commission of Ohio. It is understood and agreed that the above mentioned considerations, if unpaid, shall constitute a lien encumbrance on or against said lot, tract, or parcel of lands, which lien shall be equal to and shall participate with other first liens as provided by law. Exceptions and further explanations pertaining to conditions for water service have been, or will be, recorded in the office of the Recorder of Holmes County, Ohio and are hereby incorporated in and expressly made part of this agreement reference.

These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, 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, conditions, covenants or agreements contained herein shall continue until January 1, 1976. 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 changes shall be made, which might violate the purpose set forth in restriction No. 1. Any 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.

PRIVATE LAKE DEVELOPMENT THE FINAL DEVELOPMENT PLAN

AS AMENDED

MAP NO. 2 OF 6 MAPS

SHEET NO. 1 OF 4 SHEETS

OF

LAKE BUCKHORN SUBDIVISION

MECHANIC TOWNSHIP

HOLMES COUNTY, OHIO

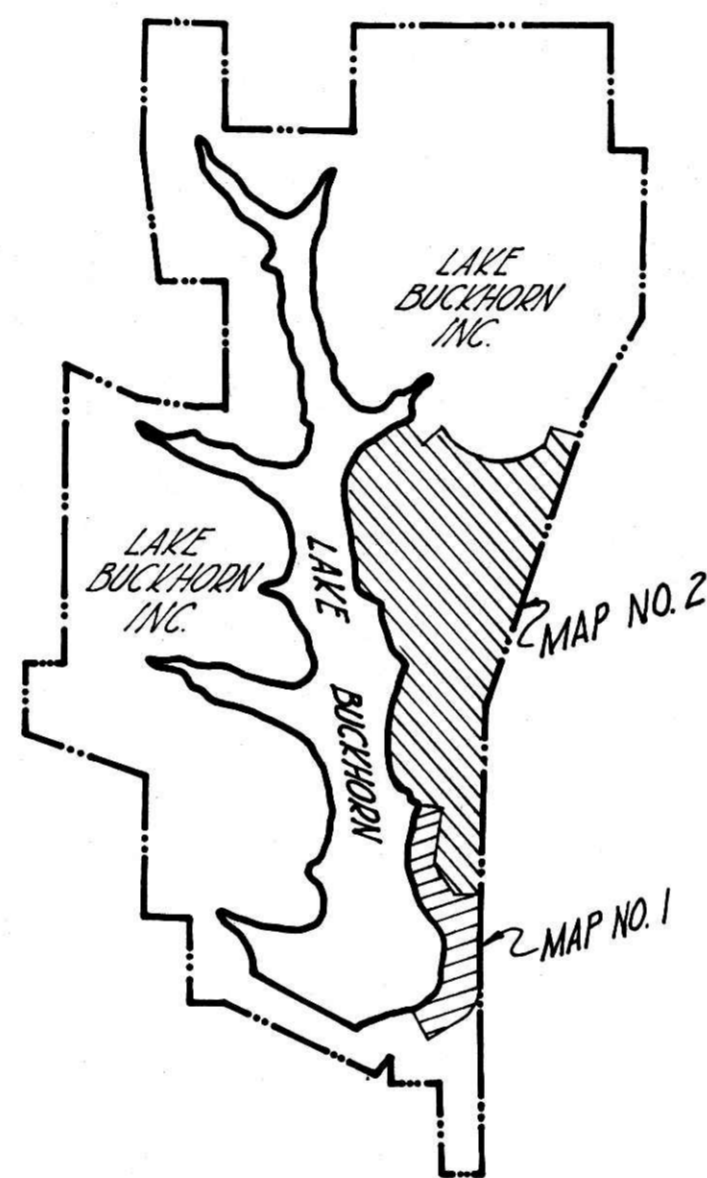
SECTION 20 T-8-N R-7-W

ALL LOT CORNERS ARE MARKED WITH A

3/4" Ø PIPE UNLESS OTHERWISE NOTED

▲ DENOTES CONCRETE MARKERS

SCALE: 1" = 100'



NOTES

- The property adjacent to Development Plan - Lake Buckhorn will not be adversely affected.
- The adjacent property is basically utilized as farm land. This development should help stabilize and/or increase land value in this area.
- The plan is consistent with the intent and purpose of this resolution to promote Health, Safety Morals and General Welfare.
- The primary purpose of this plan is for the private enjoyment of out of door recreation and will so provide for the owners of the lots purchased a healthful atmosphere for themselves, their children and friends.
- The use of the land shall be those uses permitted and conditional, as shown in the restrictions hereto.
- All lots contain a minimum of 15,000 sq. ft. with a Central Water System available to each lot.

I do hereby certify that I have surveyed the land contained in this map; that the survey is true and complete and that the monuments actually exist as shown.

By John Lazarofica
John Lazarofica
Registered Surveyor
Ohio Registration No. 5-5220

DEDICATION

- We, the undersigned, owners of the land herein platted, do certify that there is no dedication of any interior roads, that said roads are designed for the special purpose of remaining private, and that restriction #8, as shown hereon and made a part of consideration of sale of any subdivided lot, provides funds to maintain said private roads. Emergency vehicles and school buses may use the private interior roads.
- This is a final plat and adheres to all existing zoning within Holmes County, Ohio, as of this date. Such modifications as to layout, and specifications have been mutually agreed upon as to fact and intent by formal amendment to existing regulations by the Holmes County Board of Health, a soils report accompanies this submittal and is made a part hereof by reference, approving #4 in the restrictions, as shown herein, providing all lots have a minimum of 15,000 sq. ft., and are provided with a Central Water System.
- Lots designated in the future as "Water Supply" are included in the same intent and meaning as lots designated "Commercial Lots", as distinguished from all other lots which are residential or recreational areas.
- Lake Buckhorn, Inc., will present, from time to time, six (6) sets of maps of Lake Buckhorn Subdivision, with this presentation being known as Map No. 1 of 6. Approval of this plat provides for approval of other plats, provided they adhere to the same general outline, and good engineering practices as shown herein. Final plats show all lot bearings and distances. 3/4" round iron pins will be put at all lot corners. Monuments will be located for perpetual control of all survey throughout the entire subdivision. This plat, as submitted, will in all respects, be adhered to. Nothing beyond the date of this approval shall be either retroactive to or bearing on the approval of this plat.

LAKE BUCKHORN, INC.

Walter A. Utley, Executive Vice President

Ralph C. Gibson, Vice Pres., Ass't Sec'y

STATE OF OHIO

COUNTY OF HOLMES

Before me a Notary Public in and for said County personally came _____

_____ who acknowledged the signing of the foregoing instrument

to be their voluntary act and deed for the uses and purposes therein expressed.

In Witness Whereof, I have hereto set my hand and affixed my official seal

this _____ day of _____, 19____.

NOTARY PUBLIC

Received for transfer on this _____ day of _____, 19____.

Holmes County Tax Map Office

By Carol Snyder

Received for transfer on this 23 day of Sept., 1968.

Holmes County Auditor's Office

By June S. Brownell

86219

Received for recording this 25th day of September, 1968, by at 8:44 A.M.

Holmes County Recorder's Office, and recorded in Plat Book 2A.

Page 3A Evelyn Anderson Recorder
Fee \$7.92

Approved on this 4th day of Sept., 1968, by Holmes County Commission.

John G. Ingle
County Commissioner

Warren Massey
County Commissioner

Chell Maxwell
County Commissioner

Reviewed and Approved by Holmes County Board of Health.

By John S. ...
July 5, 1968 President

Soils Report from Qualified Soils Engineers (attached hereto)

RECEIVED
SEP 10 1968
VERA S. NIEL
AUDITOR

NOTARY PUBLIC
STATE OF OHIO
COUNTY OF HOLMES