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DECLARATION OF RESTRICTIONS GOVERNING

AUBURN HILLS OF BOARDMAN

NOV 23 1993

PLAT NO. 4

BRUCE E. PAPALIA
Recorder, Mahoning County

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undersigned, APCO CONSTRUCTION, INC., by its authorized officers, being all of the owners of the lots and lands included within Auburn Hills Plat No. 4, recorded in Plat Volume 27, Page 51, Mahoning County Records, does for the benefit of itself, its successors and assigns, hereby impose upon all of the lots and lands included in the plats the restrictions hereinafter set forth.

1. RESTRICTIONS AS COVENANTS. These restrictions are for the benefit of said property and for every person who shall be an owner thereof as hereinafter described, and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors and assigns of each and every owner thereof as hereinafter set forth.

2. RESTRICTIONS TO ALL LOTS. These restrictions shall apply in their entirety to all of the above-described lands and lots in Auburn Hills Plat No. 4.

3. BUILDINGS: TYPE. No building shall be erected, placed, altered or suffered to remain on any lot included in the said plat other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, with a private garage attached thereto, designed for not less than two (2) nor more than four (4) passenger vehicles.

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4. APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE. No building shall be commenced or alteration be made, until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and plans and specifications of such improvements and a map showing the location of said improvements upon the lot have been approved by the Architectural Control Committee, as hereinafter specified, of which any one (1) of the two (2) members would constitute a quorum for the purposes of adopting said plans. A copy of the complete plans and specifications shall remain in the permanent possession of said Committee. The Committee shall act without compensation and shall act until at least fifty percent (50%) of all lots are sold, whereupon said member(s) may be replaced by record title owner(s) of lots. The record title owner(s) shall be subject to the covenants hereinbefore set forth and shall have all the powers subject to the same limitations as are delegated herein to the Committee.

5. SQUARE FOOTAGE REQUIREMENTS. Each single private dwelling house, if having one (1) floor or story above the ground or grade, shall have an area, exclusive of open porches and garages, of not less than sixteen hundred (1600) square feet; and if of tri-level construction, the dwelling house shall have a floor area, exclusive of open porches and

garages, of not less than seventeen hundred (1700) square feet, and if having two (2) floors or stories above ground or grade, shall have a total floor area exclusive of open porches and cellar area and attached garages, of not less than eighteen hundred (1800) square feet. The front line of any building, including steps, bay windows, cornices and other usual projections, shall not be nearer the front lot line of any lot as the minimum building setback lines shown on the recorded plat set forth above or a minimum of fifty (50) feet or sixty-two (62) feet from the back of curb. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, without a basement. All chimneys shall be masonry when chimneys are used.

6. SIDE YARDS. There shall be two (2) side yards with a total width of not less than sixteen (16) feet. The width of the narrowest of the two side yards shall not be less than eight (8) feet. The term "side yard" shall mean the smallest distance from any part of the dwelling house not parallel to the street to the boundary of an adjoining lot, except that if any person shall own contiguous or adjoining lots and shall desire to build one (1) single private dwelling house upon the total area, the term "side yard" shall define the area between any side of the dwelling house not parallel to the street and the boundary line of any adjoining lot owner.

7. FENCES - WALLS/WOOD. No fence or wall shall be erected. At any one time, only two cords of wood shall

be permitted on each property.

8. SATELLITE DISH. No satellite dish shall be permitted on any property.

9. RESUBDIVISION OF LOTS. No lot shall be resubdivided into lots without the consent of the Architectural Control Committee. Any lots so resulting from any resubdivision shall be used and held subject to the same restrictions, conditions, covenants, reservations, easements, rights, limitations herein set forth where applicable. Easements, if any, for installation and maintenance of utilities and drainage facilities, are reserved as shown on the recorded plat. No additional easements may be granted without express permission of the undersigned, APCO CONSTRUCTION, INC. including water lines, sewer lines, phone, electric, cable or other general utilities, as well as any easements of light and air, support (party walls), right of way, water, and any other types of rights in land which have hereby been reserved as easements.

10. OFFENSIVE ACTIVITIES. No noxious or offensive activities 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.

11. RESIDENCE. No building of a temporary or permanent nature, shed, nor any garage, basement or out-building, nor any tent, shack, trailer or barn, shall at any time be used as a residence, temporarily or permanently,

nor shall any temporary building of any character be erected or permitted to remain on any lot, except such as may be used by contractors during the construction of a permanent building. Nor shall any shed, tool shed or out-building be permitted at any time.

12. VEHICLES. No trailers, commercial vehicles, or trucks larger than a three-quarter ton pick-up or panel truck, or construction equipment shall be kept, stored or parked upon said premises, except in conjunction with the construction of the dwelling and garage. No boats, house trailers or campers shall be kept or parked upon said premises other than in an enclosed garage. No vehicles shall be parked upon any of the streets except for attending emergency vehicles or vehicles of temporary visitors. No salvage or junk automobiles will be permitted to be stored on the premises at any time.

13. DRIVEWAYS. A slag driveway must be constructed from street to house as soon as excavation is commenced. No driveway shall be constructed upon any lot or parcel unless the same is cemented. The owner will be held directly responsible for the immediate removal of any soil, mud or building materials carried into the street by trucks and other equipment during construction. The location of the driveway from house to street must be approved by the Architectural Control Committee.

14. SWIMMING POOL/TENNIS COURTS. No pools above or below ground shall be permitted. No tennis courts shall be

permitted.

15. LANDSCAPING. No portion of the within described premises, nearer to any highway than the building lines as hereinbefore fixed, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be constructed as preventing the use of such portion of such premises for walks and drives, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for statuary fountains, and similar ornamentations, for the purpose of beautifying said premises; but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon nor shall any extended fences, whether shrubbery or other material, be placed in front of the building lines. All landscaping to be completed within nine (9) months after completion of construction, and shall not be at a cost of less than ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). No border shrubbery planted on any lot or parcel within six (6) feet of any boundary line and nearer the street line than the building setback line shall be permitted to grow to a height in excess of six (6) feet.

16. GARAGES. The Architectural Control Committee reserves the right to approve either front or side entry garages, no detached garages to be permitted.

17. TREES. No trees or underbrush can be cut down

without first obtaining the permission of the Architectural Control Committee. Trees shall be protected from any construction work or grading by the erection of a barricade that shall cover not less than two-thirds (2/3) of the diameter of the spread of the tree.

18. COMMENCEMENT OF CONSTRUCTION. All lot owners, upon purchase of a lot, shall commence construction of a dwelling upon said lot no later than THREE (3) MONTHS from the time of purchase of said lot unless otherwise agreed to by the Architectural Control Committee, however, all private lot owners are to maintain at all times the normal upkeep and condition of each lot including but not limited to weed control, grass cutting and litter removal.

19. COMPLETION OF DWELLINGS. No lot owner shall delay in the bona fide commencement of the construction of a dwelling house upon his lot for a period of more than Nine (9) months after the date of his commencing of construction, unless extended by the Architectural Control Committee. No dwelling shall be occupied as a residence until completed, except for landscaping, lawn grading and seeding and concrete work delayed by inclement weather, which shall be delayed no longer than Nine (9) months after occupancy.

Pursuant to Section Four (4) hereof, the undersigned, APCO CONSTRUCTION, INC., hereby designates as members of the Architectural Control Committee: ANN MARIE PROFANCHIK AND ANDREW PROFANCHIK or the survivors of them. The Committee may designate a representative to act for it. Neither the

members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

These covenants, restrictions, rights, reservations, agreements, limitations, easements, liens, and charges hereinbefore set forth are to run with the land and shall be binding on all parties and persons by, through or under ANN MARIE PROFANCHIK AND ANDREW PROFANCHIK, or any grantee or record title owner thereof [see Section Four (4)] for a period of twenty-five (25) years from the date upon which this instrument shall have been left with the County Recorder of Mahoning County, Ohio, for recording, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument, in writing, extended with the formality of a deed and signed by the then owners of a majority of lots, shall have been offered for record with the County Recorder of Mahoning County or any other officer then performing the functions of Recorder of instrument affecting the title to real estate and having jurisdiction over the premises so described herein by the terms of which said instrument, said covenants, restrictions, agreements, limitations and rights shall have been released, in whole or in part.

The said covenants, restrictions, reservations, limitations, rights, agreements and covenants hereinbefore set out shall be enforceable by proceedings in law or in equity by any person, firm or corporation owning or holding

title to any lot or lots, whether said title is held beneficially or in trust or by way of security, against any person, firm or corporation violating or attempting to violate any covenant, restriction, right, reservation, limitation, agreements, or conditions set forth herein.

In additions to the restrictions and conditions set forth above, the undersigned, APCO CONSTRUCTION, INC., their successors and assigns, hereby reserve the right to remove such dirt as is necessary to equalize the topography of the entire plat for drainage purposes and to conform to the levels of adjacent lands in as far as expedient to accomplish this purpose, as well as for the general scenic beauty of the land. However, one individual lot or several lots may be released from this restriction by the undersigned, APCO CONSTRUCTION, INC., but no dirt shall be removed from any lot without the express consent of the undersigned, APCO CONSTRUCTION, INC. Where a lot owner impedes the free flow of surface water by improper grading, the developer, at its sole option, reserves the right to remove such impediment and the cost of same shall be a lien on said lot owner until such time as it has been paid.

The failure of any person, firm, or corporation owning or having an interest in any lot or lots in Auburn Hills Plat No. 4 to enforce any of the covenants, restrictions, rights, reservations, agreement, limitations and conditions herein set forth shall in no event be deemed to be a waiver of the right to enforce, nor shall the invalidation of any

of the said covenants, restrictions, rights, reservations, agreement, limitations, or conditions by anyone owning or having an interest in any of the lots or by any court in passing upon or construing the same, in any way affect, alter or abrogate any other covenants, restrictions, right, reservations, agreement, limitation or conditions.

The undersigned, APCO CONSTRUCTION, INC., for itself and its successors and assigns, does by these presents covenant, grant and agree that it will not grant, sell or convey any interest in or to any lot or parcel of the premises hereinbefore described without inserting in the grant thereof a reference to and an incorporation of the provisions of this instrument by reference to the same and the place, volume number and page where it shall have been recorded, and that neither it or its successors or assigns shall or will convey any of the said lots, or any part of the same, at any time hereafter except as being to the said covenants, conditions, restrictions, and limitations, and the obligations to observe and perform the same; and whether it be so expressed in the deeds or other conveyances of said premises, or not, the same shall be absolutely subject thereto, which shall run with and be appurtenant to the said lands and every part thereof as fully as if expressly contained in proper and obligatory covenants and conditions in each and every contract and covenants of or concerning any part of the said land or the improvements to be made thereon.

IN WITNESS WHEREOF, the undersigned, APCO CONSTRUCTION, INC., has hereunto set its hand this 22nd day of November, 1993.

WITNESSES:

APCO CONSTRUCTION, INC.

Jan H. DeKozick

BY *A. M. Profanchik*
ANN MARIE PROFANCHIK,
President

Elizabeth Hewitt

BY *Andrew Profanchik*
ANDREW PROFANCHIK,
Committee Member

STATE OF OHIO)
) SS:
COUNTY OF MAHONING)

Before me, a Notary Public, in and for said County and State, personally appeared the above named APCO CONSTRUCTION, INC., by Ann Marie Profanchik, President, and Andrew Profanchik, Committee Member, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Youngstown, Ohio this 22nd day of November, 1993.



Sharon L. Schultz
NOTARY PUBLIC
SHARON L. SCHULTZ
Notary Public, State of Ohio
My Commission Expires Feb. 10, 1996

800 Youngstown Canalfield Rd., Ste. 204
Youngstown, OH 44512
216-720-8900
Prepared By: _____