

6-21-96  
By John R. Smidt

Covenants for "Oakwood Estates"

Legal Description: Exhibit "A"

Covenants for restrictions on use of lot

The declarant for each Residential Lot owned within the property "Oakwood Estates" hereby covenants, and each Lot Owner by acceptance of a deed or contract to any Residential Lot whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to the following restrictions, covenants and conditions which shall be applicable to each Lot within the Property:

1. No building whatsoever (other than accessory structures such as garages and out buildings, which must be constructed to resemble the dwelling house), except one single family private dwelling house shall be erected, placed or permitted on any Residential Lot, and such dwelling house shall be used as a private residence only. All house designs and colors will reasonably comply with existing houses in the Everglades and Sugar Creek subdivisions. All house and accessory structure(s) designs must be approved by the developer prior to construction. The developer will be John R. Smidt or his designee. At the time the plans are submitted, a refundable deposit of \$500 will be required, per lot owner, for potential road damage during construction.

(a) Single-Story Residences must have a ground floor finished area of not less than 1,600 feet.

(b) One and One-Half Story Residences must have 1,400 square feet of finished area on the ground floor. The total finished area of the ground floor and the second floor must be not less than 2,400 square feet.

(c) Two-Story Residences must have 1,400 Square feet of finished area on the ground floor and the total finished area on the total finished area of the ground floor and the second floor must be not less than 2,400 square feet.

(d) Split-Level Residences must have 1,400 square feet of finished area on the level or levels directly under the roof and a total finished floor area of not less than 2,400 square feet.

(e) Exclusions: Garages, breezeways, porches, and terraces shall not be deemed included in finished area, irrespective of whether or not there may be living areas located above such non-living areas.

2. Temporary buildings and/or mobile homes are not permitted on any Lot. Garages or other out buildings cannot be used as residences temporarily or permanently.

3. No private dwelling house permitted under (1) above nor any other structure shall be erected on any Lot until the plans and specifications therefore have been submitted to and approved by the Developer as to outward appearance, color, and design and location on the Residential Lot. Driveways leading to the residence must be hard surfaced (asphalt, concrete or "chip and seal"). No above-ground or non permanent swimming pools shall be permitted on any lot.

4. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

5. All Lot Owners are required to tap on to the Xenia Rural Water System provided. Private wells are prohibited without consent of the Developer.

6. No P.A. systems, radios, stereos, televisions, tape recorders, computers, etc. will be operated for either voice or music at a sound level that is disturbing to other Property Owners. Excessive or obnoxious outdoor lighting that might infringe on the privacy or enjoyment of other Lot Owners is prohibited.

7. No horses, exotic animals, or fowl shall be kept or maintained on Residential Lots. Customary household pets are permitted in reasonable numbers. Dogs will not be allowed off the residential lot without being suitably controlled by the residential lot owner. Commercial kennels are not allowed.

8. The owner of each Residential Lot, whether vacant or improved, shall maintain such Lot and take all steps necessary to control noxious weeds and erosion thereon. If the owner fails to maintain such Lot or control weeds and erosion, the Developer shall have the right to do so at the Owner's cost and expense as provided herein.

9. Sugar Creek shall not be dammed or altered in any way, nor shall any or impoundments be constructed without the written consent of the Developer. Such consent shall not be unreasonably withheld.

10. Any liquid fuel tanks (propane, etc.) must be buried or camouflaged by bushes, decorative fence or some other acceptable means to hide the view of it from adjacent Property Owners.

11. Storage or placement of any boats, campers, snowmobiles, motor homes, trailers, and commercial vehicles, lawn and garden equipment or similar items shall be such that they are shielded from the common roadway. Violations may be reported to the Developer who shall notify the owner.

12. Hunting within the confines of Oakwood Estates is prohibited.

13. No junk, rubbish, waste material, garbage or other refuse may be dumped or stored on any lot.

Exception: 1. Compost piles for gardening reasonably located out of public view. 2. Limbs and brush may be collected and disposed of within a reasonable period provided the location of the brush pile is not objectionable. 3. Garbage stored in containers normally stored out of view.

14. Maintenance of the common roadway from 320th street (Ashworth Road) to Oakwood Lane will be the shared responsibility of each lot owner in accordance with the bylaws of the Neighborhood Road Association, Inc.. This includes but is not limited to grading, addition of gravel, resurfacing of blacktop or chip and seal, snow removal and/or assessments for these services by the Everglades subdivision personnel.

15. Owners of Lots 1, 2, 3 and 4 (excluding unsold lots) in Oakwood Estates will be responsible for maintenance and/or improvement of the private road (known as Oakwood Lane) from Skyridge Drive to Oakwood Estates as outlined in the Final Plat. Owners of Lots 2, 3 & 4 will be required to maintain the north-south portion of Oakwood Lane. This includes but is not limited to grading, addition of gravel, snow removal and/or assessments for these services by the Developer.

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As part of its duty to maintain and preserve the Property, the Developer or his designee shall have the power to enforce all the restrictions, covenants and conditions stated and to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate any such restrictions, covenants and conditions and to recover any damages suffered from any violation thereof. Said right of the developer to enforce such restrictions, covenants and conditions shall be in addition to the rights of any other persons to enforce the same by appropriate proceedings and to recover damages for any violation thereof.

The waiver of any violation or failure to enforce any such covenant, condition or restriction shall not in any event operate as a waiver, impairment or abrogation of any covenant, restriction or condition, or the right to enforce the same in the event of any future or other breach of the same or any other covenant, restriction or condition by the same or any other person.

If any such covenant, condition or restriction or any portion thereof is declared invalid or void, no other covenant, condition or restriction shall be affected thereby.

**Duration of Declaration: Amendments**

This Declaration and the covenants, conditions and restrictions herein shall run with the land and be binding upon all persons as aforesaid for a period of 20 years from the date of this declaration, after which time this Declaration and said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years. This Declaration may be amended by an instrument signed by all the Residential Lot Owners (Lots 1, 2, 3 & 4).