

COUNTRY CLUB HILLS / TWIN LAKES
PROTECTIVE COVENANTS -- DEED RESTRICTIONS

Instructions: Obtain the Legal Description Lot No. from your Allen County Real Estate Tax Statement. Use the chart at the end of this list to identify the covenants that apply to your property.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot at a cost less than \$12,750 based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1000 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.
3. BUILDING LOCATION: 30 feet to front lot line and 30 feet to side street line; 5 feet to interior lot line except for garage 30 feet from setback line; 25 feet to rear lot line on interior lots.
4. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sales period.
5. LIVESTOCK AND POULTRY: 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.
6. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
7. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6

feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. Easements and rights of way are reserved in and over such of said lots as are shown on said plat, for the construction, operation and maintenance of poles, wires, conduits and the necessary and proper attachments in connection therewith for the transmission of electricity, for telephone, drainage facilities, and other purposes, also for the construction, operation and maintenance of drains, sewers and pipe lines for supplying gas, water, heat, and for any other public or quasi-public utility of function maintained, furnished or performed in any method beneath the surface of the ground. Easements shown upon plat may also be used by utility companies as circumstances require without incurring any liability from property owners for damage to sod, shrubbery or other surface improvements.

9. An easement is hereby granted for the sole purpose of street light installation and maintenance upon, under and across a two and one-half foot strip parallel with and adjacent to each interior side lot line of each lot of said addition, provided that such an easement is not granted hereby with reference to any such interior lot line as may fall within any tract created by purchase, by a single purchaser of more than one such lots.

10. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporary or permanently and the owner shall keep the premises free from weeds, trash and miscellaneous materials which might distract from the value of the surrounding premises.

12. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five 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 landowners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. These conditions, limitations, and restrictions set forth shall be considered part of any contract, deed, lease or instrument relating to any lot in Country Club Hills Subdivision, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating there to shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of, or have any title to any lot or parcel of land situated in Country Club Hills Subdivision.

14. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Invalidation of anyone 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.

1-A. No dwelling shall be permitted on any lot in the subdivision, the ground floor of which shall be less than the following minimum: One story house, 1200 square feet, except for Lots 24970 to 24991, on which the minimum shall be 1500 square feet. Two story house, 720 square feet, except for Lots 24970 to 24991, on which the minimum shall be 800 square feet. For the purposes of this covenant, the area of open porches and garages shall not be included.

2-A. No dwelling shall be permitted on any lot in the subdivision, the ground floor area of which shall be less than the following minimum: One story house, 1200 square feet. Two story house, 720 square feet. For the purposes of this covenant, the area of open porches and garages shall not be included. .

3-A. No sign of any kind shall be displayed to the public view on any lot, other than one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

4-A. Said premises shall be used solely and exclusively for residence purposes. No buildings or structures or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, cost, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said building and structures upon said premises and the plans, specifications and details of said

building and structures shall have been approved in writing by the Grantor, and a true copy of said plans, specifications and details shall have been lodged permanently with the Grantor and no buildings or structures except as conform to said plans, specifications and details shall be erected, reconstructed or suffered to remain upon said premises.

5-A. No structure shall be erected, placed or suffered to remain on any lot nearer to the boundary lines of such lot than the minimum building setback lines as shown on the recorded plat of this subdivision. For the purposes of these restrictions, eaves, steps and porches shall not be considered as a part of such structure.

1-B. No one floor dwelling shall be permitted on lots 25620, 25621, 25622, 25623, 25624, 25625, 25626, 25627, 25628, 25629, and 25630, the ground area of which shall be less than 1500 square feet; on all other lots in said subdivision the ground floor area shall not be less than 1200 square feet. No two story dwelling shall be permitted on any lot in said subdivision the ground floor of which is less than 750 square feet. For the purposes of this covenant the area of open porches and garages shall not be included.

2-B. BUILDING LOCATION: 40 feet to front lot line and 40 feet to side street lot line; 7.5 feet to interior lot line except for garage 40 feet from setback line; 25 feet to rear lot line on interior lots.

3-B. These conditions, limitations, and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in Twin Lakes Subdivision, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating there shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of, or have any title to any lot or parcel of land situated in Twin Lakes Subdivision.

4-B. These conditions, limitations, and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in Twin Lakes Subdivision No.2, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating there shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of, or have any title to any lot or parcel of land situated in Twin Lakes Subdivision No.2.

5-B. These conditions, limitations, and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in Twin Lakes Subdivision No. 3B, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating there shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of, or have any title to any lot or parcel of land situated in Twin Lakes Subdivision No.3B.

6-B. No building or structures other than residential structure not to exceed 2.5 stories in height, together with customary outbuildings, such as private garages, home workshops and greenhouses, incidental to the residential use, of such building sites shall be erected, maintained or permitted upon any lot.

7-B. All buildings shall be constructed of new material and no building or other structure whatsoever erected elsewhere shall be permitted to be moved upon any lot.

8-B. No building shall be located on any lot nearer to the front lot line nor nearer to a side street line than the minimum building setback lines shown on this recorded plat.

9-B. No residential structure shall be erected on any building site the inhabitable area thereof, excluding basements, open porches and garages shall be less than 1400 square feet for a one-story building nor 1800 square feet for a two story building.

10-B. Only open type fence or hedge not to exceed four (4) feet in height above ground level shall be erected or planted on any building site and shall not extend closer to the street than the front wall of the house.

II-B. No animals, livestock or poultry shall be kept or maintained on any part of said building sites, except ordinary household pets which do not constituted an annoyance or nuisance.

12-B. No inoperable motor vehicle; no trailer, motor home, camper, recreational vehicle, boat or boat trailer, snowmobile or snowmobile trailer, air-craft or motorcycle; nor any truck larger than three-quarter tons shall be parked on any lot for more than 72 hours during any 30 day period, unless stored wholly within a private garage.

13-B. No sign will be displayed to the public view on any lot, except that each owner may erect and maintain one sign of not more than one square feet giving his address, name or profession of

combination thereof, and one sign of not more than six square feet offering the premises for sale or rent.

14-B. No lot shall be used in any manner to explore for or to exploit any source of water, oil or other hydrocarbons, gravel, earth or earth substances, or minerals of any kind.

15-B. No trash, litter or debris of any kind shall be placed or permitted to accumulate upon any lot other than in closed sanitary receptacles. No noxious odors shall be permitted to emanate from any lot, nor shall any portion of any lot be maintained in such condition as to be unsafe, unsanitary, unsightly or detrimental to any occupant of the subdivision. No hazardous or offensive activities shall be carried on any lot, nor shall anything be done thereon which may be or may be an annoyance or a nuisance to other occupants of the subdivision. Without limiting any of the foregoing, no loudspeakers, horns, whistles, bells or other sound producing devices, except security devices used exclusively for security purposes, shall be located or used on the exterior of any building on any lot, nor shall any exterior lights be installed or used, the principal beam of which would shine onto adjoining. No clothesline or other drying facilities are permitted on the exterior of buildings.

16-B. No antenna for the transmission or reception of television signals, radio, or any other form of electromagnetic radiation shall be erected or maintained on any lot outside any building, whether attached to a building or otherwise.

17-B. D.K.T. Development, Co. and/or their duly appointed architectural committee shall review and approve all plans and specifications for construction within this plat.

18-B. Should anyone or more of the foregoing restrictions, covenants or conditions at any time in the future be held to be illegal, void or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants or conditions, all of which shall remain in full force and effect.

19-B. The foregoing reservations, restrictions, conditions, covenants, obligations and charges may be changed, modified, altered, amended or annulled at any time upon the action, in writing, of the owners of a three-fourths majority of the lots.

20-B. These conditions, limitations and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in Twin Lakes Subdivisions No.4, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating there shall operate as a covenant to use the premises in conformity with the conditions,

limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of or have any title to any lot or parcel of land situated in Twin Lakes Subdivisions No.4.

21-B. Owners of lots along Reservoir Rd. shall be prohibited from filling roadside swale and shall be prohibited from connecting downspouts into roadside underdrains.

SUBDIVISION

COVENANTS THAT APPLY

C.C.H. 1 (Lots 23691-23702)	1, 2, 3, 4, 5, 6, 7, 8,
C.C.H. 2 (Lots 24038-24059),	9, 10, 11, 12, 13 & 14
C.C.H. 3 (Lots 24436-24466)	
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C.C.H. 4 (Lots 24958-24991)	1, 1-A, 3, 3-A, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14.
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C.C.H. 5 (Lots 25401-25429)	1, 2-A, 3, 3-A, 5, 6, 7, 8,
C.C.H. 6 (Lots 25759-25788)	9, 10, 11, 12, 13 & 14.
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C.C.H. 7 (Lots 25759-25788)	3-A, 4-A, 5-A, 5, 6, 7, 8,
C.C.H. 7A (Lots 26009-26029)	9, 10, 11, 12, 13 & 14.
C.C.H. 7B (Lots 26253-26271)	
C.C.H. 7C (Lots 26700-26715)	
C.C.H. 7D (Lots 27085-27098)	
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T.L. 1 Replat (Lots 25620-25646)	1, 1-B, 2-B, 3-A, 3-B, 5, 6, 7, 8, 10, 11, 12 & 14.
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T.L. 2 (Lots 2~208-26220)	1, 2-A, 2-B, 3-A, 4-B, 5,
T.L. 3A (Lots 26272-26295)	6, 7, 8, 10, 11, 12 & 14.
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T.L. 4 (Lots 27636-27660)	6-B, 7-B, 8-B, 9-B, 10-B,
T.L. 4 "E" Plat (Lots 27661-27673)	11-B, 12-B, 13-B, 14-B,
T.L. 4B (Lots 27837-27852)	15-B, 16-B, 17-B, 18-B,
T.L. 5A (Lots 28095-28111)	19-B, 20-B & 21-B.
T.L. 5B (Lots 28275-28303)	
T.L. 6 (Lots 28376-28402)	
T.L. 7 (Lots 28429-28455)	

The preceding covenants have been transcribed as recorded on the described plats and are for information purposes ONLY. This transcription is not legally binding in any way as to the accuracy of the information. For complete covenant information contact the Tax Map Office, Allen County Engineer, 301 N. Main St., Lima, OH 45801. Visit their website at <http://coengr.co.allen.oh.us> , then click on Allen County GIS for individual property descriptions.