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### PROTECTIVE COVENANTS

The following are hereby promulgated as and for protective covenants to be incorporated by reference in deeds for the conveyance of lots in BOUNDS' MAPLE BAY FIRST ADDITION to Buckeye Lake, recorded in Volume 4, Page 193 of the Plat Records of Licking County, Ohio; and BOUNDS' MAPLE BAY SECOND ADDITION to Buckeye Lake recorded in Volume 4, Page 208, of the Plat Records of Licking County, Ohio.

These protective covenants shall run with the land and shall remain in full force for a period of twenty-five (25) years from the date of filing of these protective covenants and thereafter shall continue for successive periods of twenty-five (25) years each, unless the owners of a majority in total number of the lots in the aforesaid additions shall have executed an instrument in writing terminating these protective covenants, and have filed the same for record with the Recorder of Licking County, Ohio, prior to the expiration of any renewal term hereof. "Grantors" as used herein shall include grantors, their heirs, executors, and any person or entity to whom grantors have specifically assigned the rights, and responsibilities of grantors hereinafter specified.

- A 1. All lots shall be used exclusively for residential purposes and may be improved with only one (1) dwelling residence designed for the use of a single family, an attached or detached garage, and storage sheds.
- A 2. No trucks, trailers or mobile homes shall be kept or maintained upon any lot.
3. 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.
4. No animals other than dogs or cats shall be kept or harbored on any lot and no dogs shall be permitted to run loose.
5. No intoxicating liquor shall be sold on any lot.
- A 6. All lots shall be kept free and clear from all filth, garbage, vermin, ashes or other material and all weeds cut and dead trees removed.
- A 7. No new building or additions to existing buildings shall be erected nearer than twenty (20) feet to a street line on which the improvement fronts or nearer than five (5) feet to the side lines of the lot except with the prior written consent of grantors.
- A 8. One (1) set of plans and specifications for a new building or additions to existing buildings must be submitted to grantors before construction of any kind is commenced on a lot. Such plans shall include a floor plan, front elevation, site plan specifying location of house, well, garage and/or storage shed. The grantors shall have the right to approve or reject said plans and specifications within thirty (30) days after the same have been submitted to them. In the event the grantors have failed to approve or reject said plans and specifications within such thirty (30) day period and provided that no injunction has been sought against the proposed construction, this provision shall be deemed waived. The grantors may reject the plan and specifications for aesthetic or other reasons if, in their reasonable judgment the proposed dwelling or building, or addition to an existing building, does not conform to the type of architecture or quality of existing buildings in said additions. In no event shall any new dwelling be erected on any lot the cost of construction of which shall be less than Fifty Thousand Dollars (\$50,000.00).
- E 9. No automobiles, trucks, trailers, mobile homes, recreational vehicles or other vehicles shall be parked upon the streets or easements of ingress and egress, public or private, in the aforesaid additions.
- D 10. Owners of waterfront lots (lots which are separated from Buckeye Lake only by land retained by grantors or held for the benefit of all lot owners in said additions) shall maintain and keep in good repair the retaining wall in front of said lot except that portion thereof adjacent to any boat landing, dock or pier owned by other parties.
- D 11. All boat landings, docks and piers and the retaining walls adjacent thereto shall be kept in good repair by the owners thereof.
- D 12. No person shall: (a) build or erect a boat landing, dock or pier without the written consent of grantors; (b) permit any person not an owner or lessee of lots in the aforesaid additions to keep or maintain a boat of any kind or description at such boat landing, dock or pier; (c) operate a commercial boat landing, dock or pier; (d) have boats for hire or charge for the use of any boat landing, dock or pier; (e) assemble, congregate, loiter or commit or permit any nuisance whatsoever on the waterfront adjacent to the aforesaid additions and boat landings, docks or pier contiguous to the waterfront.
- E 13. No weeping willow, poplar or soft maple shall be planted or permitted to grow upon any lot.

Violation or breach of any of these protective covenants shall give to the grantors, their heirs, successors and assigns the joint and several right to enter the property involved and abate and remove the same, and the grantors, their

heirs, successors and assigns shall be entitled to be reimbursed for their expenses incurred in abating or removing such violation or breach by the owner of the property involved. Violation or breach of any of these protective covenants shall also give to the grantors and any other lot owner the joint and several right to proceed at law or in equity against the owner of the property involved or any person or persons who have violated or breached or are attempting to violate or breach these protective covenants for injunctive relief or to recover damages. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

WITNESS our hands this 7th day of December, 1995.

MARGARET L. BOUNDS, JERRY L. BOUNDS;  
HELEN S. LANGEL; THELMA C. BOUNDS;  
SHARON B. SNELL and JERE SNELL, JULIE L. BOUNDS,  
NELDA N. BERNAT and JOSEPH J. BERNAT;  
JOHN J. BOUNDS; MARY ANN VAUGHN and  
LEWIS W. VAUGHN; LISA E. CORSI and BRUCE A. CORSI;  
LAUREEN E. WATSON and MARK A. WATSON;  
LOUISE E. WILLIAMS and HARVEY DANIEL WILLIAMS  
and LEWIS E. BARB, JR.

Signed in the Presence of:

[Signature]

By: Helen S. Langel

HELEN S. LANGEL, Acting under Power of Attorney received and recorded on June 7, 1995 and recorded in Volume 73at Page 888 of the Official Records in the Office of the Recorder of Licking County, Ohio.

Margaret J. Evans

[Signature]

By: [Signature]

JOHN J. BOUNDS, Acting under Power of Attorney received and recorded on June 7, 1995 and recorded in Volume 73at Page 888 of the Official Records in the Office of the Recorder of Licking County, Ohio.

Margaret J. Evans

[Signature]

Helen S. Langel  
HELEN S. LANGEL

Margaret J. Evans

[Signature]

[Signature]  
JOHN J. BOUNDS

Margaret J. Evans

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared MARGARET L. BOUNDS, JERRY L. BOUNDS; HELEN S. LANGEL; THELMA C. BOUNDS; SHARON B. SNELL and JERE SNELL, JULIE L. BOUNDS, NELDA N. BERNAT and JOSEPH J. BERNAT; JOHN J. BOUNDS; MARY ANN VAUGHN and LEWIS W. VAUGHN; LISA E. CORSI and BRUCE A. CORSI; LAUREEN E. WATSON and MARK A. WATSON; LOUISE E. WILLIAMS and HARVEY DANIEL WILLIAMS and LEWIS E. BARB, JR. by HELEN S. LANGEL and JOHN J. BOUNDS, their Attorneys-in-Fact who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 7th day of December, 1995.



MARGARET J. EVANS  
Notary Public, State of Ohio  
My Commission Expires 7-12-2000

Margaret J. Evans  
Notary Public

916

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared HELEN S. LANGEL, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 7th day of December, 1995.



MARGARET J. EVANS  
Notary Public, State of Ohio  
My Commission Expires 1-12-2000

*Margaret J. Evans*  
\_\_\_\_\_  
Notary Public

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared JOHN J. BOUNDS who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 7th day of December, 1995.

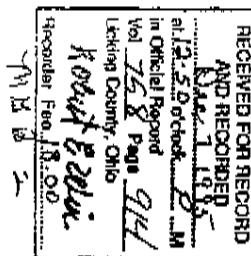


MARGARET J. EVANS  
Notary Public, State of Ohio  
My Commission Expires 1-12-2000

*Margaret J. Evans*  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT PREPARED BY:

MORROW, GORDON & BYRD  
33 West Main Street  
P.O. Box 4190  
Newark OH 43058-4190  
(614) 345-9611



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46805

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## PROTECTIVE COVENANTS

The following are hereby promulgated as and for protective covenants to be incorporated by reference in deeds for the conveyance of lots located in L.H. BOUNDS' Allotment at Buckeye Lake, recorded in Vol. 3, Page 296, of the Plat Records of Licking County, Ohio; L.H. BOUNDS' Second Addition to Buckeye Lake, recorded in Volume 4, Page 26, of the Plat Records of Licking County, Ohio; JULIA A. BOUNDS' Addition to Buckeye Lake, recorded in Volume 4, Page 42, of the Plat Records of Licking County, Ohio; BOUNDS' Fourth Addition to Buckeye Lake, recorded in Volume 4, Pages 55 and 56, of the Plat Records of Licking County, Ohio; JULIA A. BOUNDS' Fifth Addition to Buckeye Lake recorded in Volume 4, Page 66, of the Plat Records of Licking County, Ohio; and JULIA A. BOUNDS' Sixth Addition to Buckeye Lake, recorded in Volume 4, Page 81, of the Plat Records of Licking County, Ohio.

These protective covenants shall run with the land and shall remain in full force for a period of twenty-five (25) years from the date of filing of these protective covenants and thereafter shall continue for successive periods of twenty-five (25) years each, unless the owners of a majority in total number of the lots in the aforesaid additions shall have executed an instrument in writing terminating these protective covenants, and have filed the same for record with the Recorder of Licking County, Ohio, prior to the expiration of any renewal term hereof. "Grantors" as used herein shall include grantors, their heirs, executors, and any person or entity to whom grantors have specifically assigned the rights, and responsibilities of grantors hereinafter specified.

1. All lots shall be used exclusively for residential purposes and may be improved with only one (1) dwelling residence designed for the use of a single family, an attached or detached garage, and storage sheds.
2. No trucks, trailers or mobile homes shall be kept or maintained upon any lot.
3. 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.
4. No animals other than dogs or cats shall be kept or harbored on any lot and no dogs shall be permitted to run loose.
5. No intoxicating liquor shall be sold on any lot.
6. All lots shall be kept free and clear from all filth, garbage, vermin, ashes or other material and all weeds cut and dead trees removed.
7. No new building or additions to existing buildings shall be erected nearer than twenty (20) feet to a street line on which the improvement fronts or nearer than five (5) feet to the side lines of the lot except with the prior written consent of grantors.
8. One (1) set of plans and specifications for a new building or additions to existing buildings must be submitted to grantors before construction of any kind is commenced on a lot. Such plans shall include a floor plan, front elevation, site plan specifying location of house, well, garage and/or storage shed. The grantors shall have the right to approve or reject said plans and specifications within thirty (30) days after the same have been submitted to them. In the event the grantors have failed to approve or reject said plans and specifications within such thirty (30) day period and provided that no injunction has been sought against the proposed construction, this provision shall be deemed waived. The grantors may reject the plan and specifications for aesthetic or other reasons if, in their reasonable judgment the proposed dwelling or building, or addition to an existing building, does not conform to the type of architecture or quality of existing buildings in said additions. In no event shall any new dwelling be erected on any lot the cost of construction of which shall be less than Fifty Thousand Dollars (\$50,000.00).
9. No automobiles, trucks, trailers, mobile homes, recreational vehicles or other vehicles shall be parked upon the streets or easements of ingress and egress, public or private, in the aforesaid additions.
10. Owners of waterfront lots (lots which are separated from Buckeye Lake only by land retained by grantors or held for the benefit of all lot owners in said additions) shall maintain and keep in good repair the retaining wall in front of said lot except that portion thereof adjacent to any boat landing, dock or pier owned by other parties.
11. All boat landings, docks and piers and the retaining walls adjacent thereto shall be kept in good repair by the owners thereof.
12. Until such time as the Village of Buckeye Lake provides street lighting, each lot with a residence located thereon shall be assessed a pro-rata share of the annual cost of maintaining street lights throughout the aforesaid additions and the owners of such lots shall make payment thereof to the grantors.
13. No person shall: (a) build or erect a boat landing, dock or pier without the written consent of grantors; (b) permit any person not an owner or lessee of lots in the aforesaid additions to keep or maintain a boat of any kind or description at such boat landing, dock or pier; (c)

operate a commercial boat landing, dock or pier; (d) have boats for hire or charge for the use of any boat landing, dock or pier; (e) assemble, congregate, loiter or commit or permit any nuisance whatsoever on the waterfront adjacent to the aforesaid additions and boat landings, docks or pier contiguous to the waterfront.

- 14. No weeping willow, poplar or soft maple shall be planted or permitted to grow upon any lot.

Violation or breach of any of these protective covenants shall give to the grantors, their heirs, successors and assigns the joint and several right to enter the property involved and abate and remove the same, and the grantors, their heirs, successors and assigns shall be entitled to be reimbursed for their expenses incurred in abating or removing such violation or breach by the owner of the property involved. Violation or breach of any of these protective covenants shall also give to the grantors and any other lot owner the joint and several right to proceed at law or in equity against the owner of the property involved or any person or persons who have violated or breached or are attempting to violate or breach these protective covenants for injunctive relief or to recover damages. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

WITNESS our hands this 6th day of October, 1995.

MARGARET L. BOUNDS, JERRY L. BOUNDS; HELEN S. LANGEL; THELMA C. BOUNDS; SHARON B. SNELL and JERE SNELL, JULIE L. BOUNDS, NELDA N. BERNAT and JOSEPH J. BERNAT; JOHN J. BOUNDS; MARY ANN VAUGHN and LEWIS W. VAUGHN; LISA E. CORSI and BRUCE A. CORSI; LAUREN E. WATSON and MARK A. WATSON; LOUISE E. WILLIAMS and HARVEY DANIEL WILLIAMS and LEWIS E. BARB, JR.

Signed in the Presence of:

Martin D. Altmaier  
Martin D. Altmaier

By: Helen S. Langel  
HELEN S. LANGEL, Acting under Power of Attorney received and recorded on June 7, 1995 and recorded in Volume 71 at Page 888 of the Official Records in the Office of the Recorder of Licking County, Ohio.

L. James Gordon  
L. James Gordon

Martin D. Altmaier  
Martin D. Altmaier

By: John J. Bounds  
JOHN J. BOUNDS, Acting under Power of Attorney received and recorded on June 7, 1995 and recorded in Volume 71 at Page 888 of the Official Records in the Office of the Recorder of Licking County, Ohio.

L. James Gordon  
L. James Gordon

Martin D. Altmaier  
Martin D. Altmaier

Helen S. Langel  
HELEN S. LANGEL

L. James Gordon  
L. James Gordon

Martin D. Altmaier  
Martin D. Altmaier

John J. Bounds  
JOHN J. BOUNDS

L. James Gordon  
L. James Gordon

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared MARGARET L. BOUNDS, JERRY L. BOUNDS; HELEN S. LANGEI; THELMA C. BOUNDS; SHARON B. SNELL and JERE SNELL, JULIE L. BOUNDS, NELDA N. BERNAT and JOSEPH J. BERNAT; JOHN J. BOUNDS; MARY ANN VAUGHN and LEWIS W. VAUGHN; LISA E. CORSI and BRUCE A. CORSI; LAUREEN E. WATSON and MARK A. WATSON; LOUISE E. WILLIAMS and HARVEY DANIEL WILLIAMS and LEWIS E. BARB, JR. by HELEN S. LANGEI and JOHN J. BOUNDS, their Attorneys-in-Fact who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 6th day of October, 1995.

L. JAMES GORDON  
Notary Public - State of Ohio  
Non-Expiring Commission Sec. 147.03 R.C.

*[Signature]*  
Notary Public

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared HELEN S. LANGEI, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 6th day of October, 1995.

L. JAMES GORDON  
Notary Public - State of Ohio  
Non-Expiring Commission Sec. 147.03 R.C.

*[Signature]*  
Notary Public

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared JOHN J. BOUNDS who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 6th day of October, 1995.

L. JAMES GORDON  
Notary Public - State of Ohio  
Non-Expiring Commission Sec. 147.03 R.C.

*[Signature]*  
Notary Public

THIS INSTRUMENT PREPARED BY:

MORROW, GORDON & BYRD  
33 West Main Street  
P.O. Box 4190  
Newark OH 43058-4190  
(614) 345-9611

RECEIVED FOR RECORD  
AND RECORDED  
OCT 12 1995  
at 11:18 a.m. Odessa, A.M.  
in Official Record  
Vol. 743 Page 499  
Licking County, Ohio  
Recorder Fee  
*[Signature]*  
M 11.05

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