

PROTECTIVE COVENANTS

AMENDED 11/11/2020

The following Amended Protective Covenants replace the Protective Covenants 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 the BOUNDS' **SECOND ADDITION** to Buckeye Lake recorded in Volume 4 page 208, of the Plat Record of Licking County, Ohio.

From the date of the recording of these Amended Protective Covenants at the Licking County Recorder's Office, Ohio, these Amended Protective Covenants shall run with the land and shall remain in full force for a period of ten (10) years from the date of filing these Amended Protective Covenants and thereafter shall continue for successive periods of ten (10) 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 or modifying these Amended 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, Cranberry Bay Homeowners Association (CBHA), 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 multi-axel semi-trucks, box trucks, trailers, temporary residential housing, or mobile homes shall be kept or maintained on any lot.
3. All lots shall be kept free and clear from all garbage, ashes or other material and all weeds cut and dead trees removed. Yards will be maintained in good order with grass at a maximum height of 8 inches, bushes trimmed to generally acceptable standards.
4. Any new building or additions/alterations to an existing building will be first subject to the zoning and building restrictions and regulations applicable in the Licking Township, and Licking County, Ohio. Where said restrictions and regulations conflict with these Amended Protective Covenants, the most restrictive shall apply. No new buildings or additions to existing buildings shall be erected nearer than twenty (20) feet to the street line on which the improvement fronts or nearer than five (5) feet to the side lines, or ten (10) feet to the back line of the lot except with the prior written consent of the Grantors.
5. 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 the location of the 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 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 judgement 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).

6. 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 aforesaid additions.
7. Owners of all lots 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.
8. All boat landings, docks and piers and the retaining walls adjacent thereto shall be kept in good repair by the owners thereof.
9. No person shall: (a) build or erect a boat landing, dock or pier without the written consent of the 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 piers contiguous to the waterfront.
10. Only CBHA is permitted to plant and maintain trees on the Grantors property.
11. For purposes of clarification, the Grantors property (also known as the waterfront strip) is not a "lot" under these Amended Protective Covenants.

Violation or breach of any of these Amended Protective Covenants shall give the Grantors, 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 Amended Protective Covenants shall also give 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 Amended 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 or hands this 11th day of November, 2020

X

Brian Greene

X

Charlene Hayden

X

Gretchen Fickle

X

Kevin Foltz

X

Annetta Macedonia

X

Lisa Bohan

X

Kelly Spangler Braithwaite

X

Lisa M Powell

X

Teresa Kaylor

X

Margaret Hanson

X

Cindy Wolfe

X

Jeff Guth

X

Barry Zwick

STATE OF OHIO, COUNTY OF LICKING:

Before me, A Notary Public, in and for said county and State, acknowledge the above did sign the forgoing instrument and that the same is their free act and deed for the uses and purposes therein mentioned.

IN TESTOMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at the Village of Buckeye Lake in Licking County, this 11th day of November 2020.

Notary Public