

DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR PLUM RUN CROSSING SUBDIVISION

This Declaration of Covenants, Easements, and Restrictions (this "Declaration") is made this ____ day of _____, 2023, by A and J Development, LLC, an Ohio limited liability company (the "Declarant"), in the following circumstances:

BACKGROUND

- A. Declarant is the owner in fee simple of certain real property located in Jackson Township, Franklin County, Ohio, Parcel No. 160-000032-00, more fully described in the attached Exhibit A (the "Property");
- B. Declarant intends and desires to develop the Property and to construct thereon the improvements necessary to establish a single-family residential subdivision to be known as Plum Run Crossing (the "Subdivision"), consisting of nine residential lots (each individually referred to herein as a Lot and collectively referred to as the "Lots");
- C. The Subdivision will include certain areas such as entry features which shall exist for the benefit of all residents and future Lot Owners (hereinafter defined) in the Subdivision, and Declarant desires to establish the rules, regulations and mechanisms by which the permanent ownership, care and maintenance of such areas will be defined; and
- D. The Declarant desires, for the benefit of itself and all future Lot Owners in the Subdivision, to create a plan of restrictions, easements and covenants concerning the Lots to be developed at the Subdivision, and to retain in Declarant, for itself and its successors and assigns, certain rights relative thereto, including but not limited to the right to approve the plans for the dwelling units to be constructed on the Lots, and the retention and establishment of certain easements deemed by Declarant to be beneficial to the Subdivision.

NOW, THEREFORE, Declarant hereby declares that the Property, including the Lots when established thereon, shall be held, sold, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, which are established for the purpose of protecting the values and desirability of and which shall run with the title to, the Property and each and every part thereof, and be binding on all parties having or hereafter acquiring any right, title or interest in the Property or any portion thereof, and their respective heirs, successors and assigns. The rights and obligations created by this Declaration shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Trustees of Jackson Township, Ohio, and each Lot Owner, their respective heirs, successors and assigns.

I. DEFINITIONS

"Construction Documents" means all plans, documents and related materials required by the Declarant for the approval of any Improvements to be constructed or altered on, or removed from, any Lot, which may include topography, orientation and other site details for such Improvements, as more particularly described in Article II, Section 3 hereof.

"Declarant" means A and J Development, LLC, an Ohio limited liability company.

"Declaration" means this Declaration of Covenants, Easements, Restrictions and Assessment Liens for the Plum

Run Crossing Subdivision, together with all attachments, schedules and other exhibits attached hereto, as the same may be amended from time to time as provided herein.

“Improvements” means any change of any kind in any Lot and anything located thereon or elsewhere in or on the Property.

“Lot Owner(s)” means the owner(s) in fee simple of any Lot(s) in the Subdivision.

“Lot(s)” means the single-family residential lot(s) in the Subdivision.

“No Build Zones” means those areas designated on the recorded plat(s) of the Subdivision, or in prior deed restrictions, on which the construction or location of any Improvements is prohibited, as more particularly described in Article III, Section 6 hereof.

“Property” means that certain tract or parcel of land located in Jackson Township, Franklin County, Ohio, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

“Rules” means any rules, restrictions and regulations established and enforced by the Declarant governing the use of the Property, which shall be consistent with this Declaration, as more particularly described in Article V, Section 2, Paragraph D hereof.

“Subdivision” means the single-family residential subdivision known as the Plum Run Crossing Subdivision.

II. GENERAL PROVISIONS

All Lots and other areas within the Subdivision shall be held, occupied and used only as provided herein.

Section 1. **Land Use.** The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) single-family dwelling containing no less than twenty-one hundred (2,100) square feet of finished living space (finished floor area not including garage, decks, or basement areas), not to exceed two and one-half (2½) stories in height, together with necessary accessory buildings including a private garage for at least two (2) cars. Each such dwelling shall conform to the following requirements: (a) a minimum of 10% of the front side of the dwelling shall be constructed of one (1) of three (3) types of brick or stone designated by the Declarant; (2) the remainder of the dwelling shall be constructed of the same brick or stone picked under Subsection (a) above, or of vinyl siding, stone veneer, or cement siding; (3) the use of stucco is expressly and entirely prohibited; (4) the roof shall have a minimum slope angle of 3:12 or steeper; and (5) each dwelling and any other structure shall fully comply with all applicable zoning regulations and building codes. In addition, except for playhouses, any accessory structure/building on a Lot must be constructed either of metal, or of the same materials as the dwelling constructed on such Lot.

Section 2. **Lot Split Nuisances; Commercial Uses.** Lots 1, 2, 3, 4, 5, 6, 7, and 8 shall not be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise. No trade or commercial activity shall be conducted upon any of these eight Lots that may become an annoyance or nuisance to any of the Lot Owners in the Subdivision. No Lot shall be sold, conveyed or otherwise transferred to a governmental agency or unit for public use.

Section 3. **Plan Approval.** Declarant intends and desires to maintain specific architectural guidelines and standards for Improvements constructed within the Subdivision. Accordingly, no Improvements may be constructed on any Lot, nor after construction may Improvements be removed or altered, until and unless the plans therefore have been approved by the Declarant. Each Lot Owner shall submit to the Declarant complete Construction Documents including topography, orientation and other site details for the Improvements intended to be erected, removed or altered on a Lot. Each Lot Owner, by accepting a deed to a Lot, covenants that no alterations of the site, including excavation, erection or storage will take place on any Lot, until and unless the Declarant shall have approved the Construction Documents in writing. The Declarant may require the submission of samples of materials to be used in the construction of the Improvements as a condition of approval. Natural materials shall be required on all sides of any structures built on any Lot as well as defining the specific location of trees to be removed from the site.

For any Improvements intended to be constructed on a Lot or portion of a Lot, the Lot Owner shall submit design drawings to Declarant or its assignee, and such construction may be made subject to soil compaction, moisture content, boring and other soil tests deemed necessary by Declarant or such assignee, as well as required elevations and storm drainage plans, in order to keep continuity and integrity of the area storm drainage designs.

Declarant may require details of certain construction features, such as mailboxes, driveway materials and the like as a condition of plan approval, solely for the purpose of ensuring a desirable subdivision appearance. Declarant may require the use of building materials, plan layout, building designs, and colors deemed by Declarant to be harmonious with other materials and colors in the Subdivision. Initial construction of any home or outbuilding may have a gravel driveway. Declarant requires the primary house driveway to be paved (asphalt or concrete) within 5 years of the start of the primary house construction for that Lot.

Building locations will be reviewed as part of the construction documents. Location of the primary building will be analyzed and required to be harmonious with the subdivision development, at a set distance from the road unless written approval is provided by the Declarant.

The Declarant's plan approval rights described herein may be exercised by Declarant or by an agent appointed by the Declarant. Declarant's plan review rights shall continue up to the time that the last residential dwelling within the Subdivision is approved and constructed.

Section 4. Soil And Tree Removal. No soil may be removed from any Lot for commercial purposes. It is the intention of the Declarant to preserve the natural characteristics, including trees, of the Subdivision, and therefore, removal of existing trees from any Lot shall be subject to the prior written approval of the Declarant. As part of each Lot Owner's building plan submittal, a tree survey shall be included which identifies all trees to be removed from the Lot. No trees shall be removed unless and until such removal has been approved by the Declarant following a plan review and field inspection of the Lot by the Declarant. All trees approved for removal shall be replaced promptly with plant material of the same species removed, unless otherwise approved by the Declarant. No trees may be removed in any no-build zone (including all ravine areas), excepting only dead trees that present a danger to person or property if not removed.

Section 5. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot. Except for fencing of yards in conformity with this Declaration, no kennels or enclosures for animals shall be erected or maintained on any Lot. Each Lot Owner shall be allowed a maximum of five dogs on each Lot, which dogs shall be generally housed under roof.

Section 6. Trash. Except for the reasonably necessary activities of the Declarant during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers that are screened from view.

Section 7. Temporary Structures; Storage. Intentionally omitted.

Section 8. Sight Distance At Intersections. No fence, wall, hedge or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the Subdivision 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 twenty-five feet (25') from the intersections of the street property lines, or in the case of a rounded property corner, from the intersections of such lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage lines thereof are maintained at a sufficient height so as to prevent the obstruction of such sight lines.

Section 9. Vehicles; Parking. No trailer, automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and shall be subject to removal at the Lot Owner's expense.

Section 10. **Signs.** No signs of any character shall be erected, posted or displayed upon the Property for more than 2 weeks without written approval from the Declarant, except: (i) an entrance sign on Lot 1, the owner of which lot shall maintain a clear area around that sign or have well cared for landscaping around it; (ii) marketing signs installed by the Declarant while marketing the Lots and residences for sale; (iii) street and identification signs installed by the Declarant; (iv) one (1) temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale; and (v) one (1) temporary builder sign marketing the Lot and/or residence for sale.

Section 11. **Antennae.** No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.

Section 12. **Fencing.** No chain link fencing shall be permitted on any Lots. No fencing will be permitted in front of a dwelling, forward from the rear corners of the home to the front property line, without the written approval of the declarant. In addition, Declarant may require fencing meeting specific design criteria, and may prohibit the use of certain fence materials.

Section 13. **Lot Maintenance.** Each Lot shall be landscaped according to the Improvement plans approved by the Declarant, expressly including a minimum of four (4) trees on each Lot, with a minimum of two (2) trees in the front yard, of each Lot. All Improvements, including landscaping, shall be kept and maintained in a good, neat and orderly condition free of trash and other unsightly materials. No improved Lot shall be allowed to become overgrown or unsightly. Each Lot Owner's obligation to maintain the Lot shall include the obligation to mow and maintain the portions of any roadside drainage ditch or swale adjacent to such Lot. In all cases, Lot Owners shall maintain an area thirty feet (30') from the edge of adjacent roadway pavement as a clear mowing area. Grass shall not exceed 8 inches in height; Jackson Township will be responsible for mowing the Reserve Area.

Section 14. **Storage Tanks.** No above grade storage tanks, including but not limited to those used for the storage of water, gasoline, oil or any other liquid or gas, shall be permitted on any Lot outside a building except as approved in writing by the Declarant. The foregoing provision is not intended to prohibit a propane tank of standard size for use with a residential outdoor barbecue grill.

Section 15. **Pools and Hot Tubs.** Intentionally omitted.

Section 16. **Construction, Timetable.** All construction on any Lot in the Subdivision shall be completed within eighteen (18) months after the commencement of such construction, and within thirty-six (36) months of the Lot Owner's acquisition of the Lot (unless written approval is received from the declarant); and the final grade on each Lot shall match the approved development plan for the Property. Drainage pathways on each Lot shall match the approved development plan for the Property. Any Improvement which has been partially or totally destroyed by fire or otherwise shall be repaired or removed within three (3) months after the date of such destruction or, if more than three (3) months is required, then within a reasonably sufficient time so long as the Lot Owner makes reasonable efforts to repair or remove such Improvements within three (3) months after the date of such destruction.

Section 17. **Enforcement; Waiver.** This Declaration may be enforced by any proceeding at law or in equity by the Declarant, any Lot Owner, or their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Declarant, or any Lot Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation thereof. By accepting a deed to a Lot, each Lot Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

Section 18. **Lot 1 Driveway.** Notwithstanding any provisions in this Declaration to the contrary, the driveway for Lot 1 must access Autumn Blaze and no other streets or roadways.

Section 19. **Nuisances.** No Lot Owner of Lots 1 through 9 shall create, maintain or allow nuisances based on

excessive noise or offensive odors on those Lots north of Plum Run Creek.

Section 20. Reservation of Rights. Declarant shall solely retain all mineral rights with respect to each Lot and the entire Property. .

Section 21. No Liability. Neither the Declarant nor agent or representative thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance, or misfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defect in such plans or in any building or structure erected according to such plans or any drainage problems resulting there from or any other effect on other Lots and Owners in the Subdivision. Every person and entity who submits plans to the Declarant agrees, by submission of such plans, that such person will not bring any action or suit against the Declarant to recover any damages or to require the Declarant to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance with this Declaration.

Section 22. Construction Requirements. During construction, the Lot Owner shall cause the Lot to be maintained in a clean condition and free of construction and building debris. All debris will be placed in an appropriate container. Furthermore, the Lot Owner will be responsible to keep silt from running off onto other Lots or drainage areas and shall keep the Lot and the roads in the Subdivision clean and free of excess dirt and mud as well as mud debris or and construction materials or debris coming from the Lot. Construction activity will be restricted to the following times: Monday thru Friday, 6:30 am to 7:00 pm.; and Saturday, 7:30 am to 5:30 pm. No construction activity shall be permitted on Sunday or federal holidays. Declarant may publish rules and regulations regarding site and Lot maintenance.

III. EASEMENTS

Section 1. Intentionally omitted.

Section 2. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Declarant shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Declarant's rights or obligations set forth in this Declaration. The Declarant may enter any Lot to remove or correct any violation of this Declaration or the Rules, but only during reasonable hours and after providing at least seventy-two (72) hours advance notice to the Lot Owner, except that in cases of emergency no such advance notice shall be required.

Section 3. Easement for Utilities and Other Purposes. The Declarant may convey easements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Lot Owners' use and enjoyment of the Property. The Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Declarant may not convey any easement over a Lot without the prior written consent of the Lot Owner (which consent shall not be unreasonably delayed or withheld).

Section 4. Easement for Services. A non-exclusive easement is hereby granted to all police, fire, ambulance operators, mail services, delivery, garbage removal, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter the Lots to perform their respective duties.

Section 5. Reservation of Special Easements. Plum Run Crossing Section omitted

Section 6. No-Build Zones. Any areas designated on the recorded plat(s) of Plum Run Crossing Subdivision, or in prior deed restrictions, as "No-Build Zones" shall be areas in which no Lot Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. In vegetated No-Build Zones, Lot Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and

poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof. Unless otherwise noted on the recorded plat(s) of Plum Run Crossing Subdivision, all ravine areas are also No-Build Zones.

Section 7. Reservation of Rights for Easement Purposes. Notwithstanding any provisions in this Declaration to the contrary, Declarant reserves the right to create or grant (a) a power easement over and/or under Lot 5, or otherwise as necessary for such easement on Lot 5; and (b) an access easement over Lot 9 for access to the detention pond located on the Property.

IV. MISCELLANEOUS PROVISION

Section 1. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a majority of the Lot Owners.

Section 2. Amendments. So long as the Declarant is a Lot Owner, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Lot Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. Declarant may unilaterally amend this Declaration, without the consent of any other Lot Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of United States Federal Housing Administration; or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Lot Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of other Lot Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

Section 3. Declarant's Rights to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Declarant to seek or obtain approval for any such activity or Improvement on any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 4. Misc Rights and Obligations

A. Implied Rights. The Declarant may exercise any other right or privilege given to it expressly by

the laws of the State of Ohio and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to affect any such right or privilege.

B. Managing Agent. The Declarant may retain and employ a manager, and may delegate to the manager such duties as the Declarant might otherwise be authorized or obligated to perform. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than sixty (60) days' prior written notice.

C. Maintenance by Lot Owner. Each Lot Owner or occupant shall repair, replace, and maintain in good order and condition, at the Lot Owner's expense, portions of, improvements to, structures on, and equipment and components used in connection with, the Lot Owner's Lot. Each Lot Owner shall maintain the Lot Owner's Lot in accordance with the Rules and the requirements set forth in this Declaration. No Lot Owner shall make modifications to or remove, or fail to maintain, any improvements which are mandatory under the terms of this Declaration, including but not limited to the uniform driveway approach improvements, gas lights and mailboxes. In the event of a violation of the foregoing sentence, the Declarant may correct the improper modification or removal, or perform necessary maintenance, at the Lot Owner's expense.

D. Right of Declarant to Repair Lot. If any Lot Owner fails to maintain its Lot or driveway entryway in the manner required herein, and if the Declarant determines that any maintenance of that Lot is necessary to ensure public safety, or to comply with the Rules or the terms of this Declaration, then the Declarant may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and Declarant may levy an assessment for all reasonable expenses incurred.

Section 7. Severability. If any Article, Section, Paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

Section 8. Captions. The caption of each Article, Section and Paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

Section 9. Notices. Notices to a Lot Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States mail, first class, postage prepaid, to the address of the Lot Owner of the Lot as shown by the records of the Declarant, or as otherwise designated in writing by the Lot Owner.

IN WITNESS WHEREOF, the Declarant has executed this Declaration by its duly authorized representative as of the date first above written.

Signed and acknowledged
in the presence of:

A AND J DEVELOPMENT, LLC

Print name:

By: _____
Name:
Title:

Print name:

STATE OF OHIO, COUNTY OF _____

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2021 by _____, the _____ of A and J

Development, LLC, on behalf of A and J Development, LLC.

Notary Public

EXHIBIT A

(Attach legal description of Property.)