



# **BOND AND ASSOCIATES TITLE AGENCY, INC.**

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**FEB - 7 2007**

February 5, 2007

Galehouse Construction Co.  
P.O. Box 267  
Doylestown, Ohio 44230  
Attn: Mike or Joyce

RE: Valley View Farms Phase Two

Dear Mike and Joyce,

Enclosed is the original filed Declaration of Restrictions for Valley View Farms Phase Two.

Please contact our office if you have any questions.

Sincerely,

Debbie Lane  
Escrow Assistant

NOTATED

200600017421  
Filed for Record in  
WAYNE COUNTY RECORDER  
JANE CARMICHAEL  
11-17-2006 At 10:34 am.  
RESTRICTION 224.00  
OR Book 570 Page 468 - 493

**DECLARATION OF RESTRICTIONS FOR  
VALLEY VIEW FARMS (PHASE TWO)  
(Reserve at Valley View Farms)**

WHEREAS, Galeheights Development Company, Inc., hereinafter called "Developer", is the owner of land in the Village of Doylestown, Wayne County, Ohio. Said land is further described on Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, Developer has developed the land into a residential subdivision known as Valley View Farms (Phase Two) (the "Subdivision").

WHEREAS, Developer deems it necessary for the efficient preservation of the values, aesthetic harmony, and amenities of said community and for the maintenance and preservation of any open spaces, to impose and provide restrictions, covenants, easements and limitations upon the land in said.

NOW, THEREFORE, the following restrictions, limitations, covenants, easements and requirements are hereby imposed on the Subdivision and the lots within the Subdivision by Developer which shall be covenants running with the land, binding upon and inuring to the benefit of the Developer and the respective grantees for such property, their respective successors, purchasers, heirs, executors, administrators, and assigns:

See PB 28, Pg 108

**DEED RESTRICTIONS**

*Lots #999 through #1036 and Lots 1038 through 1047 shall be used exclusively for single family residences, and only one such residence shall be permitted on each lot. There shall not be erected, placed or suffered to remain on said lots any building or structure whatever other than one private dwelling house designed and intended for the occupancy of one family only. Lot 1037 shall be used as an open space parcel upon which are placed detention ponds, drainage easements and a pump station all for the benefit of the entire development. Lot 1037 shall be transferred by the Developer the Homeowner's Association created hereby.*

A. Single family dwellings shall meet the following requirements:

1. Type: Single family dwelling may be a one story or a two story design.

(a) A one story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling space.

(b) A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

WAYNE COUNTY, OHIO  
*November 17 20 06*  
TRANSFER NOT NECESSARY  
JARRA L. UNDERWOOD, AUDITOR  
*Carol Chenevey* DEPUTY  
*Carol Chenevey*

2. Living Area: The living area of any dwelling shall be not less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.

(a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimension of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed in the second floor area.

(b) The minimum square footage living area for a dwelling in the Subdivision for each lot is 1750 square feet for a one story dwelling and 2200 square feet for a two story or story and a half with not less than 1200 square feet in the first floor area.

3. Garage: No garages, basement house, tent, trailer, shack, barn or other structure whatever other than the single family dwelling house erected in accordance with the conditions hereof, shall be used for temporary or permanent dwelling purposes on the lots hereby platted. The garages shall be an integral part of the dwelling house in design, plan and material. All garages must be of a minimum dimension of 22 feet by 22 feet (outside dimensions).

4. No exposed concrete foundation shall be permitted unless approved by Developer. All exposed concrete foundation on the dwelling or other structure must be faced with brick or stone.

### LOT RESTRICTIONS

1. Side Building and Setback Line: Each building shall have a side building setback line along each lot line. The least dimension of each said building setback line shall be not less than ten (10) feet. The dimension shall be measured perpendicular from the property line to the foundation, which includes fireplaces. No shrubbery shall be closer than fifteen (15) feet to the street on corner lots. Notwithstanding the restrictions contained herein, detention ponds, drainage and storm water easements, water ponds, and pump stations shall be located as indicated on the plat or any amendment thereto filed by the Developer.

2. Two Lots as Single Site: Where two or more lots are acquired and used as single building sites, the side lot shall refer only to the lines bordering on the adjoining property owner and/or street.

3. Front Yards: No building may be erected on any lot nearer than **thirty-five (35)** feet to the front lot line.

4. Rear Yards: No building may be erected on any lot nearer than **thirty-five (35)** feet to the rear lot line.
5. Driveways: All driveways shall be paved with concrete.
6. Sidewalks: Sidewalks shall be constructed by the lot owner within two months after construction of their house or within two months after demand by the Developer.

**PROHIBITED ACTIVITIES**

The following uses and activities shall be prohibited within the Subdivision:

1. Industrial or manufacturing uses of any kind;
2. Commercial agricultural uses;
3. Mining or extraction of any minerals, including the removal of sand or gravel, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
4. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or activity prohibited by law.
5. Temporary or permanent structures, including but not limited to trailers, recreational vehicles, basements or incomplete houses, tents, shacks, garages or other out buildings of any kind.
6. Erection or maintenance of any signs, bill boards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot). (b) Home Builders and General Contractor signs, not larger than ten (10) square feet and only during construction (one per lot). Nothing herein contained shall limit Developers right to place an entry sign to the Development. The size and design of said sign shall be within the sole discretion of Developer.
7. Nuisances and noxious or offensive activities of any kind.
8. Storage of mobile homes, trailers, commercial trucks and trailers, machinery, equipment, boats and non-working vehicles, unless such is not in view from any street

or adjacent residence. Nothing herein contained shall limit use of trucks, trailers or equipment during construction.

9. Hanging of laundry in the front portion of any lot.

10. No fences, exceeding the height of three (3) feet may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved (including material selection), prior to installation, by the Developer or Board of Managers of the Homeowners Association for decorative and aesthetic value. Wire mesh type fences are strictly prohibited in all instances.

11. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited. All site lighting, including security lighting, shall be approved by the Developer prior to installation.

12. All garbage or trash containers, oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.

13. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

14. No satellite dishes or radio tower greater than 18 inches in diameter shall be permitted on the home. No satellite dish or antenna may be installed on ground.

#### **ADDITIONAL RESTRICTIONS**

The following are additional restrictions, covenants and requirements imposed on each lot:

1. **Plan Review:** No buildings, or structures, or any additions thereon or alterations, shall be placed or suffered to remain upon any lot unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme thereof, the grading plan of the lot, including the grade elevations of said buildings and structures, a plot plan showing the proposed locations of said buildings or structures upon said premises and the plans, specifications and details of said buildings or structures, shall have been approved in writing by Developer. A true copy of said plans, specifications and details shall be logged permanently with Developer. No building or structures, or any additions thereto or alterations, thereof except such as conform to said plans, specifications and details shall be erected, altered, reconstructed, placed or suffered to remain on said premises. The Developer reserves the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons.

2. Approval of Antennas: No exterior TV antennas or satellite dishes shall be erected unless and until the size, location and height have been submitted to and approved by the Developer.

3. Approval of Lot Splits: No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to the Developer and the written consent of said Developer has been obtained.

4. Approval of Grades and Slopes: Developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot matches and flows with the grade of the lots on either side, having due regard for natural contours and drainage of the land. Owner is responsible to maintain drainage grade as established by developer. Owner agrees to have EPA storm water permit transferred to any builder or excavator hired to grade site.

5. Approval of Tree and Natural Growth Removal: Prior to the removal of any trees or natural growth on any lot, each lot owner shall submit to the Developer a site plan which specifies the area where trees and natural growth are to be removed in addition to the other information required hereunder. No removal, excavation or construction shall commence until said site plan is approved in writing by the Developer.

6. Landscaping: The lot owner shall install landscaping, valued at 2% of the cost of the house, from the front of the house to the right-of-way within one growing season from the date of completion of the house.

7. Sexual Offenders. In order to protect the reputation of the Subdivision, the value of the homes therein, and the safety of all residents living there, no individual shall purchase, rent, or at any time reside on a lot within the Subdivision who is listed as a Sexually Oriented Offender, a Habitual Sex Offender, or as a Sexual Predator on an Ohio Registry or is listed as a similar sexual offender class on an equivalent registry maintained by any other state or country. Each Unit owner agrees that in the event of a violation of this Covenant, an action for injunctive relief and specific performance will lie which entitles the Homeowners' Association and/or the Developer to initiate an action to immediately remove the individual from permanent and temporary occupancy of a residence in the Condominium or prohibit such a residency. Each Unit owner shall put the following legend in any contract for the sale or lease of any property within the Subdivision:

Purchaser [or Lessee] represents that he [or she] is not listed on any Ohio County Registry as a Sexually Oriented Offender, Habitual Sex Offender, or a Sexual Predator, or is listed in a similar sexual offender class on any equivalent registry of another State or country.

The Homeowners' Association and/or the Developer shall be entitled to recover all fees and costs associated with the enforcement of this provision, including, but not limited to attorney fees and court costs.

### **SPECIAL RESTRICTIONS AND PROVISIONS REGARDING LOT #S 1044-1047**

1. Large Lot Access Easements: Lots 1044 through and including lot 1047 (collectively the "Large Lots") are accessed by way of a 50 foot access easement identified on the Plat for the Subdivision as "Juniper Path Extension" and a 47 foot access easement identified on the Plat for the Subdivision as "Creekside Trail" on and over lots 1045 and 1046 as depicted on the Plat (collectively the "Large Lot Access Easements"). These Large Lot Access Easements are for the exclusive use and benefit of the Developer, the owners of the Large Lots, their guests, occupants, contractors and invitees. Until transfer of control of the Homeowner's Association to the lot owners, the Developer shall be in control of the Large Lot Access Easements. Upon the Developer's transfer of the control of the Homeowner's Association to the lot owners, the Large Lot owners shall, themselves, separate from the Homeowner's Association, control the Large Lot Access Easements. The owners of the Large Lots shall be responsible, at their sole cost, on a pro-rata basis (1/4 attributable to the owner(s) of each of the four lots) for the maintenance, repair, replacement, snow removal, salting, coating, grass cutting, lighting, and insuring of the driveways, surfaces and culverts, within or supporting the Large Lot Access Easements. The costs of maintenance and repair of the Large Lot Access Easements shall be considered an assessment issued and collectable by the Homeowner's Association on behalf of the Large Lot owners to the same extent and with the same lien and enforcement procedures as its regular and special assessments. The Homeowner's Association shall collect such money as a trustee on behalf of the Large Lot owners and shall distribute the same or pay the same in accordance with the vote of the Large Lot owners. The owners of the Large Lots shall also be subject to the normal assessments and other provisions of the this Declaration.

2. Vote of Large Lot Owners: Upon the Developer's transfer of the control of the Homeowner's Association to the lot owners, all decisions regarding the control, maintenance, and repair of the Large Lot Access Easements shall require the affirmative vote of three-fourths (3/4) of the Owners of the Large Lots. To the extent there is more than one owner of a Large Lot, said multiple owners are entitled to cast one collective vote as to that Large Lot, resulting in a total of four (4) available votes, one for each Large Lot.

3. Damage: Damage to the Large Lot Access Easements above normal wear and tear shall be repaired by the owners of the lots who (or whose guest, occupants, contractors, or invitees) caused such extraordinary damage.

4. Binding Effect: The provisions of this Section shall be appurtenant to and shall benefit each of the parcels described herein and shall exclusively benefit the present and all future owners of the same and the rights and obligations of the Large Lot owners set forth above shall run with the land and shall be binding upon and inure to the benefit of the Large Lot owners and their respective heirs, personal representatives, successors in title and assigns.

#### **LIMITS, MODIFICATIONS AND ENFORCEABILITY**

1. Amendments: As long as the Developer owns a lot within the Subdivision, the Developer, for itself, its successors and assigns, reserves the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable. The restrictions contained herein shall be deemed as covenants encumbering and running with the land. After transfer of control to the Homeowner's Association Amendments shall require the vote of 2/3 of the lot owners multiple owners of one lot are entitled to one collective vote.

2. Severability: Invalidation or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect the force and effect of the other provisions contained herein.

3. Variances: If by reason of the shape, dimension, or topography of any lot or for any other reason satisfactory to Developer, the enforcement of a provision of this Declaration would work a hardship, Developer may, in its sole discretion, allow a variance from such provisions, or may modify such provisions. Such modification or variance may only be granted by Developer if such variance or modification will not do material damage to any adjacent lot or property. Requests for modifications or variances must be submitted to Developer in writing with sufficient plans, specifications and evidence required or requested by the Developer to render such variance or modification. The granting of a variance or modification by the developer to one lot does not establish the right to a similar variance or modification as to any other lot. Construction or improvements shall not commence until written approval is granted by the Developer.

4. Future Easements: Developer reserves to himself and his successors and assigns, the right to petition for or grant future easements, rights of way for the construction, maintenance, extension and operation of all public utilities facilities in and upon all highways, streets, easements and right of ways now existing or hereafter established, upon which any portion of the Subdivision which now or hereafter may front or abut. The owners of any and all lots of this Subdivision agree to and do hereby consent to, affirm, and hereby grant the Developer a power of attorney on their behalf for limited purpose of executing all such agreements that may be entered into between the Developer and the public utility companies and authorities.

5. Reserved Access Easement: Developer reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying

out and completing the development of the property, including, but not limited to, the completion of any dredging, filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.

6. Enforcement: The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successor of such person or entity, who is or becomes an owner of any lot in the Subdivision as well as Developer, its successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of the Subdivision and the protection of all present and future owners of any part of the Subdivision. Failure of Developer to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal or neglect of Developer to enforce said restrictions or to prevent violations, thereof shall in no event make Developer liable for such failure, refusal or neglect.

7. Right to Relocate Utilities: Developer or Owner reserve to themselves the right to relocate utility easements in accordance with the requirements of the Wayne County Engineer or the Village of Doylestown.

### **HOMEOWNERS' ASSOCIATION**

1. Creation: The Developer will create for the owners of lots within the Subdivision, a homeowners' association which will be known as the "Valley View Farms Homeowners' Association, Inc." (the "Association"). The Articles of Incorporation and the Bylaws of the Valley View Farms Homeowners' Association, Inc. are attached hereto as Exhibit B and are incorporated herein by this reference. The Developer may also install entranceway landscaping, signage, and other improvements in the entranceways to the Subdivision or adjoining phases of the Subdivision within easements on entranceway lots. Regardless of where such structures are located in said entranceway areas, the Homeowners' Association shall inspect, maintain, and repair such signage, entranceway landscaping, and other improvements. The Homeowners' Association shall also inspect, maintain and repair the water retention or detention facilities and drainage areas. The Homeowners' Association shall have an easement over any lot within the Subdivision for purposes of accessing, inspecting, maintaining, and repairing such entranceways and such facilities. Notwithstanding the foregoing, the owner of any lot upon which a water retention or detention facility is located, if any, shall mow the grass areas of such facility. The Homeowners' Association will assess each of the owners of a lot within Subdivision for their prorata shares of the cost of such inspections, repairs, and maintenance. The costs or expenses of the inspection, maintenance, and repair obligations of the Homeowners' Association shall be estimated and monthly assessments charged. The Homeowners' Association may also levy special Assessments necessary to cover costs and expenses for non-recurring items. Said prorata share shall be determined by taking the number of lots owned by an owner and dividing it by the total number of lots within the phases of the Valley View Farm Development that have received final plat approval at the time

the assessment is levied. Any assessments for a lot, if not paid when due, shall become a lien upon such lot. The Homeowners' Association may file on public record notice of the lien on the lot to recover the assessments owed and the costs of collection, including, but not limited to attorney fees. Said liens may be foreclosed on or collected upon in the same manner as a mortgage lien. The Homeowner's Association shall take title ownership of any areas designated as "Open Space" on the Plat for the subdivision.

2. Developer voting rights and assessment obligations: The Developer shall be a member of the Homeowners' Association and shall have all the voting rights until the Developer sells all of its lots within the Development. At such time the Developer shall transfer control of the Association to the owners of the lots within the Subdivision. The Developers' Assessment obligations are equal to the Developer's prorata ownership share of the lots in the Development that have received final plat approval. The Homeowner's Association shall be the successor to the Developer's rights and obligations hereunder at such time as the Developer transfers control of the Association to the owners of the lots.

3. By-laws: The Homeowners' Association code of regulations or by-laws will be provided to each original lot owner upon request prior to closing on the purchase of such lot. Each owner of a lot in the Development shall be a Member of the Association as set forth in the by-laws and shall be subject to the by-laws of the Homeowners' Association.

4. Insurance: The Homeowners' Association may carry casualty and general liability insurance coverage for any areas it is responsible for maintaining. The owners of the lots shall maintain separate liability insurance coverage for casualty and general liability.

5. Enforcement: Subject to the Developer's right to amend, modify, or grant variance from the covenants, any restriction, covenant and condition contained in this instrument may be enforced against any violation thereof by the Owners of any lots, the Developer, the Homeowners' Association, or any present or future owner(s) of any lot within the Subdivision by any proper, legal or equitable proceedings, the same being for the benefit of all present and future owners of the lots within the Subdivision.

6. Transfer of Control: After the Developer has sold the last lot in the development, the Homeowners' Association will have the right to exercise all powers conferred on the Developer by these restrictions, covenants, and conditions, including, but not limited to, the right of the Developer with respect to the review of the building sites and building structures as set forth herein and shall have such rights to conduct such other activities as is commonly performed by homeowners' associations.