PROTECTIVE COVENANTS & RESTRICTIONS for simon kenton farm

|  |
| --- |
|  Covenants and restrictions are simply legal obligations that homeowners agree to abide by when purchasing a property. These terms outline a set of rules and regulations that dictate what homeowners can or cannot do with their properties. They cover a wide range of aspects, including aesthetic guidelines, usage restrictions, and maintenance requirements. |
| PART A. GENERAL:1. By the recording of the plat of Simon Kenton Farm, and for the purpose of furthering the general plan of development of said subdivision, the real estate described by said plat is hereby made subject to the protective covenants, restrictions, easements and reservations hereinafter described.
2. These covenants, restrictions, conditions, and regulations pertaining to the use, ownership and occupancy of the land in said subdivision shall run with the land and shall be binding upon any owner or owners of any lot or part of a lot in said subdivision and shall be binding upon the owner’s heirs, personal representatives, successors, or assigns, as the case may be, from the date of recording of this plat until twenty years thereafter, at which time the same shall be automatically extended for successive periods of ten years, unless by an affirmative vote of the then owners of a majority of the lots in said subdivision, it is agreed to change these restrictions, and a revised set of restrictions are filed in the recorder’s office of Clark County, Ohio. Until such time these may be changed by an affirmative vote of the then owners of not less than two-thirds of the lots in said subdivision, with each lot representing one vote.
3. The owner of any lot or part of a lot in said subdivision may enforce these restrictions, easements or reservations herein contained by any appropriate action in a court of competent jurisdiction against any person, firm or corporation who or which, violates said covenants, restrictions, easements or reservations.
4. Invalidation of any one of the hereinafter contained restrictions by judgment of a court of competent jurisdiction, shall in no way affect any of the other covenants, restrictions, easements, or reservations herein contained and said other covenants, reservations, easements, or restrictions shall remain in full force and effect.
 |
|  PART B. SPECIFIC1. No lot shall be used except for residential purposes, and no building shall be erected, altered, placed, or permitted to remain on lots, other than one detached single-family dwelling with such accessory outbuildings as permitted by the applicable zoning code and developer approval as described in these covenants.
2. No building or part thereof shall be located on any lot nearer to the street line than the building set-back line shown on this plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.
3. No noxious or offensive trade or activity shall be carried on upon any lot or lots in this subdivision, nor shall anything be done which may be or become an annoyance to the neighborhood, including the parking or storing of trailers, recreational vehicles, and/or non-operable vehicles except in closed garages.
4. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. 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 purposes.
6. No lot shall be used or maintained as a dumping ground for rubbish; garbage shall not be kept out of doors except in closed containers. All dumpsters or other equipment for the storage or disposal of such trash, garbage or other waste shall be kept in a clean and sanitary condition.
7. “Parcel A” as designated on Simon Kenton Farm Section Two Part A. “Parcel B” as designated on Simon Kenton Farm Section Two Part C, and other areas designated by the developer are subject to the terms and conditions of the appropriate owner’s association to maintenance as needed. The owner of each lot or part of a lot shall be a member of the respective association.
8. The dedicators of this subdivision, for the benefit of themselves, their heirs, successors, and assigns, as the case may be, and for the benefit of the owner or owners of any lot or parts of lots in this subdivision, and its or their heirs, personal representatives, successors, or assigns as the case may be, do hereby reserve the easements or rights-of-way indicated upon said plat for the purpose of erecting, constructing, maintaining, repairing, and installing any or all utility facilities to serve said subdivision, or any lot or parts of lots therein contained, whether such utility consists of sewers (storm or sanitary), gas pipes or lines, water mains, telephone, cable telecommunications, and electric cables and wires, or any other public or quasi-public utility, and it shall be lawful for any such utility, public or private, or its employees or representatives, or anyone acting for any such utility to enter upon said easement or right-of-way at any time for the purpose of carrying out the objectives for which such easements or rights-of-way were reserved. The rights and privileges with respect to utility easements and rights-of-way as set forth in this section shall not be subject to the termination set forth in section A-2.

In addition to the easements shown, there shall be an easement reserved for a distance of one foot around each plat corner, lot corner, or point of curvature shown on this plat upon which an iron bar or other marker is indicated as found or to be set. No electric, telephone, gas, cable TV, or other underground cable, transformer, pedestal, pole or other fixture may be installed within such easement. The purpose of said easement is to protect any such underground utility installed within this plan and to prevent injury to personnel engaged in the setting or recovering of such iron has or other markers at these locations.The offsite easement shown is for the same purposes as described herein. This easement, easements & rights-of-way within said future development. At which time such new easements shall remain in effect until such time as future development delineates appropriate & rights-of-way shall cancel & supersede the offsite easement shown hereon.1. No residence, outbuilding, fence, or other improvement shall be erected, placed or altered on any lot in this plat until the plans, specifications, and site plan showing the location of such improvements have been approved in writing by the developer herein. Provided, however, that in the event that the developer fails to approve or disapprove such plans within a 30 day period, no such approval shall be required.
2. Minimum finished floor elevation by lot. No dwelling shall have a finished floor elevation of lower value than that which is listed below without first obtaining approval from the county engineer. All elevations are mean sea level datum. Each lot shall be finish graded in such a manner as to provide positive drainage away from any structure and shall not impede any existing surface flow/drainage. These elevations are minimums only and are not intended to be the suggested floor elevations. The floor elevations to which each structure is built shall be determined by a qualified design professional with due consideration to the house style, siting and topography of the respective lot.
 |
| questions & answers |

1. **To whom do the plat covenants apply?** **Ans**. All residents, lot and condo owners, residing in the Simon Kenton Farm Subdivision, must follow the plat covenants. Only the two front large lots to the left and right of the main entrance are exempt.
2. **Is the developer any longer involved in the approval process for sheds, exterior alterations, fences, and other additions or improvements?** **Ans**. No, the authority to approve the changes passed to the homeowner’s association when the developer officially turned responsibility over to the association. The restriction primarily applies to residents residing in Dowden Park and the Dowden Park Homeowners Association.
3. **Do the restrictions in the covenants take precedence over township, county, or state regulations? Ans**. No. Township, county, or state regulations always take precedence. In some cases, township and county regulations complement plat covenant restrictions. To wit: parking trailers in front of your house or in the yard.