

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS SLEEPY HOLLOW SUBDIVISION**

THIS DECLARATION made this 1st day of FEBRUARY, 2024, by The City of St. Marys, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Section 34, Noble Township, Auglaize County, Ohio, and being more particularly described in the attached "Exhibit A"; and

WHEREAS, Declarant has further platted a portion of the above described property as **SLEEPY HOLLOW SUBDIVISION** (Lots 1 through 15) as recorded in Plat Cabinet__, Pages _____, of the Auglaize County Recorder's Office; and

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

ARTICLE I. DEFINITIONS

Owner Defined

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot that is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties Defined

1.02. "Properties" shall mean and refer to Lots 1 through 15 of the SLEEPY HOLLOW SUBDIVISION .

Lot Defined

1.03. "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the Properties.

Declarant Defined

1.04. "Declarant" shall mean and refer to the Director of Public Service and Safety of The City of St. Marys, their successors and assigns or designated committee.

ARTICLE II. ARCHITECTURAL CONTROL

Architectural Restrictions

2.01. (a). No building, fence, wall, or other structure shall be commenced, erected, or maintained on the Properties, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. In the event the Declarant, fails to approve or disapprove the design and location within thirty (30) days after the plans and specifications have been submitted to it, approval shall not be required and this Article shall be deemed to have been fully complied with.

(b). No building or structure shall be erected, placed, maintained or permitted to remain on any building site or plat in the Subdivision the walls of which shall be nearer to the front lot line on which the same faces than twenty-five (25) feet.

(c). All residences shall have a minimum of a 6 ½ roof pitch. All residential structures shall have a minimum of 50% brick, stone or cultured stone on the front of the structure, unless approved in writing by the Declarant or its designee.

(d). No residential structure shall be erected on Lots, inclusive, in which the habitable floor area, exclusive of basements, open porches and garages is less than 1,600 square feet. If such residential structure exceeds one story in height, the habitable floor area of the first floor, exclusive of basements, open porches and garages, shall contain at least 1,000 square feet.

(e). All residences shall have at least a two (2) car garage with a minimum of 400 square feet of floor space and provide a pedestrian door in addition to the overhead door(s) which shall have automatic opener(s). Floor area of the garage not to exceed 40% of the 1st floor uncovered area

(f). All driveways shall be paved with concrete, and off street parking for not less than two (2) motor vehicles shall be provided per residence. Any exception to this restriction must be approved in writing by the Declarant or its designee.

Additional Architectural Restrictions

2.02 (a). All plans and elevations for new home construction must be approved in writing by the Declarant or its designee prior to the start of construction. In the event that submitted plans are not approved or disapproved within fifteen (15) days after being submitted, then approval shall not be required provided the design is in harmony with other structures in the development and conforms to all other covenants, restrictions and conditions herein set forth.

(b). All grounds and premises in said subdivision shall be mowed and kept reasonably clear of weeds and undergrowth by the owners thereof at all times prior to the erection of any building. Thereafter, all such grounds shall be maintained by the owners so as to conform to the beauty of the area in the subdivision. During home construction, any and all leftover building products, trash and debris are to be regularly removed from the building site. At no time shall anyone be allowed to discard leftover dirt, building materials and other debris on vacant lots in said subdivision.

(c). A final comprehensive site development plan for the SLEEPY HOLLOW SUBDIVISION has been filed with and approved by the City of St. Marys, Ohio. The Declarant and any owner are required to abide by this plan. Therefore, all grades must be approved by the Declarant and the City before construction begins. For this approval, contact The City of St. Marys or its designee.

(d). Notice is given that in the development of the Subdivision, certain lower areas have been filled. Prudent construction methods are recommended.

(e). Front sidewalks are required on all Lots. Driveway grades are to be established that will be level with the front sidewalk.

(f). Monuments have been placed at various Lot corners and all block corners, angle points, points of curves in streets, and at intermediate points as required by the Director of Public Service. These monuments shall be maintained by the Owner and if removed or destroyed must be replaced by the Owner.

(g). The Owner or contractor of all Lots shall be responsible for the removal of debris placed upon the street in the subdivision being developed under the provisions of the appropriate ordinances of the City of St. Marys. The ordinances provide that penalties will be enforced against any person who litters the public ways of the city by placing unsightly material on the street, such as dirt or other items that are both unsightly, unsanitary, and damaging to the sewer system of the city. These ordinances provide penalties not only for littering, but also for damages to streets and curbing from the use of heavy equipment and heavy motor vehicles used by construction contractors in the area. You are advised of this contingency and will be required to remove and repair any damages occasioned by your equipment.

(h). Any residential construction in the Subdivision shall have the exterior construction completed within eight (8) months from the date of the beginning of construction. The interior construction is to be completed within one (1) year from the date of the beginning of construction. These time limits also apply to any additions or improvements that may occur after initial construction.

(i). All building sites shall be landscaped within one (1) year from the date of the completion in manner approved by the Declarant or its designee. Yards are to have a finished grade, and are to be seeded within six (6) months from the date that the residential construction is completed.

(j). All driveways shall be paved with concrete and off street parking for not less than two (2) motor vehicles shall be provided. Any exception to this restriction must be approved in writing by the Declarant or its designee.

(k). The design of all outside storage buildings must be approved in writing by the Declarant or its designee prior to its erection or installation. Said storage building shall be in harmony with other structures in the Subdivision and conform to all other restrictions set forth herein.

ARTICLE III. RESTRICTIONS

Land Use and Building Type

3.01. No Lot shall be used except for residential purposes and those other uses customarily incidental thereto. No accessory buildings shall be erected unless specifically permitted by the Declarant and after obtaining a City of St. Marys Zoning Permit.

Building or Fence Location

3.02. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No wall, fence or hedge, except retaining walls not extending above ground level, shall be planted or erected on any Lot in violation of any current City Zoning Code.

3.03 (a). Easements and rights of way are reserved in and over such of said Lots as are shown on said plat, for the construction, operation and maintenance of poles, wires, conduits and the necessary and proper attachments in connection therewith for the transmission of electricity, for telephone and other purposes, also for the construction, operation and maintenance of drains, sewers and pipe lines for supplying gas, water, heat and for any other public or quasi-public utility or function maintained, furnished or performed in any method above or beneath the surface of the ground. Easements shown on the plat may also be used by utility companies as the circumstances require without incurring any liabilities from property owners for damages to sod, shrubbery or other surface improvements.

(b). The City of St. Marys is hereby granted for the sole purpose of street light installation and maintenance, an easement upon, under and across a two and one-half foot strip parallel with and adjacent to each interior side Lot line of each Lot of said Subdivision, provided that such an easement is not granted hereby with reference to any such interior Lot line as may fall within any tract created by a single purchaser of more than one such Lot. If new property lines are created by Lot splits, then the easements shall be parallel with and adjacent to the new property lines. Property Owner is responsible for moving any existing utilities.

Nuisances

3.04. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on the Lot that may become an annoyance or nuisance to the neighborhood.

Temporary Structures

3.05. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

3.06. Except for the signage designating the entrance to the Subdivision, no sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

Oil and Mining Operations

3.07. No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Livestock, Poultry, and Pets

3.08. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lots. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. All such pets shall be kept inside the residential structures and shall not be permanently kept in any outside doghouse, pen, etc.

Garbage and Refuse Disposal

3.09. At no time shall anyone be allowed to store trash cans or bags of garbage anywhere on the exterior of their property where it can be seen by others, except on days of regular scheduled garbage pick-up.

Water Supply and Sewage System

3.10. No individual water supply or sewage system shall be permitted on any Lot. All Lot owners shall use the public systems provided by the City of St. Marys.

Storage

3.11. No boat, trailer, camper, motor home or disabled vehicle shall be parked on any Lot in violation of any Municipal Laws.

ARTICLE IV. GENERAL PROVISIONS

Enforcement

4.01. Any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions contained herein as set forth above and all other restrictions, conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.

Severability

4.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

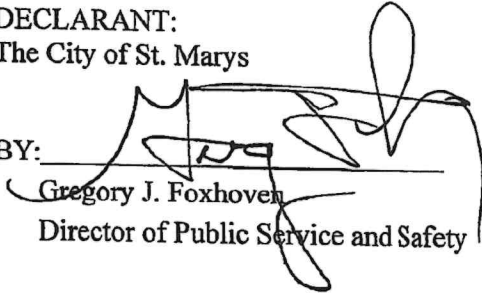
4.03. These conditions, limitations and restrictions set forth herein shall be considered part of any deed, contract, lease or instrument relating to any Lot in this Subdivision, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating thereto shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owners, or have any title to any Lot or parcel of land situated in this Subdivision.

Amendment

4.04. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded at the office of the Auglaize County Recorder.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal this 1st day of February, 2024.

DECLARANT:
The City of St. Marys

BY: 

Gregory J. Foxhoven
Director of Public Service and Safety

STATE OF OHIO,
COUNTY OF
AUGLAIZE, §

Before me, a Notary Public in and for said county, personally appeared Gregory J. Foxhoven, Dir. Pub. Serv. & Safety of The City of St. Marys, the Declarant, who acknowledged that they did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal at St. Marys, Ohio, this 1st day of February, 2024.



ANDREA CIAMPAGLIO
Notary Public, State of Ohio
My Comm. Expires June 3, 2027

Andrea Ciampaglio

This instrument prepared by COPY OF ST. MARYS Zach G. Ferrall Director of Law, 146 East Spring St., St. Marys, OH 45885, (419) 394-7441 F:\Sleepy Hollow Covenants and Restrictions