

## **Raccoon Creek**

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

Countrytyme ALC LTD, herein after referred to as "Declarant", hereby declares that the following described property ("Raccoon Creek") shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purposes of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot owner, and the respective heirs, successors and assigns of the Declarant and each Lot owner.

Situated in the State of Ohio, County of Gallia, Township of Clay, Being Lots # 1-12 at Raccoon Creek.

#### **USE:**

- 1) All lots at Raccoon Creek to be used exclusively for single family dwelling, approved rental operations, farming or religious purposes,
  - a) Any dwelling constructed or placed on the premises shall be a least 24' in width.
- 2) No garage or unfinished dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be used as a primary residence.
- 3) Camping is permitted on the lots, however, shall be limited to no more than 4 months during a 12 month period. (Longer terms shall be considered residences)
- 4) Singlewide manufactured dwelling shall not be placed on the property for any reason.
- 5) There shall be no more than one residence on any lot under 5 acres.
- 6) No structures shall be built within 15 (fifteen) feet of any survey boundary line.
- 7) Construction of the dwelling must be completed within 12 months of beginning construction.
- 8) Prior to any construction, each lot owner must obtain sewage disposal permit and well permit from the County Health Department, along with any other applicable state or local permits, which may be required. At this time the lot or homeowner shall contract with the Gallia County Health Department for an annual inspection of the septic system. By signing this contract the lot or homeowner agrees to obtain all required permits prior to building, to sign and accept all covenant and restrictions of the subdivision, to allow the Gallia County Health Department to inspect the septic system and collect any required fee, to repair any septic system malfunctions, and to inform any new lot or homeowners of his/her obligation to sign a new contract.

#### **BUSINESS / TRADE:**

- 1) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.
- 2) Lot owners shall be permitted to build multiple cabins (up to 1 cabin per 5 acres) on their lot for the purpose of operating a transient recreational cabin rental business.
- 3) Rental cabins shall at no time be occupied as a residence.

#### **CONDITION/MAINTENANCE:**

- 1) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
- 2) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, junk, scrap, paper or debris of any kind or other unsightly conditions. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- 3) Automotive and farm equipment in inoperative condition shall be properly licensed and not exposed to public view. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

#### **ANIMALS:**

- 1) With the exception of 4-H projects, no swine or poultry shall be permitted on any lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.

- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the occasional sale of offspring is permitted.

**EASEMENTS:**

Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing a curtain drain outlet for storm water to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development including electric and water.

**TERM:**

This Declaration shall bind and run with the land for a term of 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 10 years each.

**AMENDMENTS:**

Until the date of the transfer of the last remaining interest in the property, the Declarant may, with the consent of a majority of the Owners, annul, waive, change, enlarge, and modify the provisions hereof with respect to the real property hereby conveyed or any part thereof. No change of the provision hereof shall be made, however, which will deprive the Owner or Owners of any lot or any part thereof or further limit the use or enjoyment thereof without the consent of such Owner or Owners. After the last remaining interest in the property has been transferred from the Declarant, then modifications to the provisions hereof may be made with the consent of Owners representing 80% of the lots on the property.

**ENFORCEMENT:**

Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of Racoon Creek. Any lot owner shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure of Declarant or a lot owner to enforce any provision contained herein shall in no event be deemed a waiver of their right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of this agreement, which shall remain in full force and effect. Declarant shall not be obligated to join or assist in any suit brought by any lot owner or owners against another lot owner or owners to enforce these restrictions.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer