

2004R008722

LAKE COUNTY OHIO
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FRANK A SUPONCIC
LAKE COUNTY RECORDER

REC. FEE: 84.00
PAGES: 9

DECLARATION OF PROTECTIVE COVENANTS FOR ECHO HILL SUBDIVISION

This Declaration is made this 24 day of February, by Garfield Road Development Co., Ltd., an Ohio Limited Liability Company, ("Declarant"), under the following circumstances:

A. Declarant Garfield Road Development, Co., Ltd., is the owner of the real property located at the City of Mentor, County of Lake and State of Ohio, and more fully described as follows:

See the attached Exhibit A.

B. Declarant desires to submit the Property to the covenants, conditions, restrictions, and easements set forth in this Declaration.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to this Declaration.

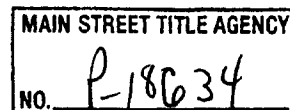
SECTION 1. DEFINITIONS.

For purposes of this Declaration, unless the context otherwise requires, the words listed in this Section shall have the following meanings:

1.1 **Declarant:** Garfield Road Development Co., Ltd., an Ohio Limited Liability Company, its successors and assigns.

1.2 **Declaration:** This Declaration of Protective Covenants for Echo Hill Subdivision, as amended from time to time.

1.3 **Improvements:** All buildings, outbuildings and garages; overhead, aboveground and underground installations, including, but not limited to, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks,



patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than three (3) feet high when fully grown; and all other structures of every type.

1.4. **Lot:** Each separately-described lot shown on the final plat for Garfield Road Subdivision.

1.5. **Owner:** Any party holding fee simple title of record to any Lot, including any party selling that interest by land contract, but excluding any party holding an interest merely as security for the performance of an obligation.

1.6. **Property:** All of the real property described in Exhibit A, together with all easements benefiting the real property and all appurtenances.

1.7. **Protective Covenants:** The covenants, conditions, restrictions and reservations stated in this Declaration as amended from time to time.

SECTION 2. PURPOSE

The Protective Covenants are declared to be in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all owners and residents of the Property.
- (c) The preservation, beautification and maintenance of the Property and all Improvements.
- (d) The preservation and promotion of environmental quality.
- (e) The establishment of requirements for the development of the Property relating to land use, architectural features and site planning.

SECTION 3. PERMITTED IMPROVEMENTS.

3.1. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached dwelling not to exceed two (2) stories in height, with an attached garage.

3.2. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line.

3.3. No portion of any lot nearer to any street than the minimum building setback line shall be used for any purpose other than that of a lawn; nothing herein contained

however, shall be constructed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamented plants, or for statuary, fountains, pools, and similar ornamentations for the purpose of beautifying said premises; however, no vegetables, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof, and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere on said premises and no unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon.

3.4. No single-family residence of one (1) story having less than two thousand five hundred (2500) square feet of floor area, nor any single-family residence having more than two (2) stories and less than two thousand eight hundred (2800), square feet of floor area shall be permitted, it being the intention and purpose of this covenant to assure that all single-family residences shall be of a size with workmanship and materials substantially equal to or better than may be produced on the date these covenants are recorded. Said floor areas shall be exclusive of open porches and garages.

3.5. No single-family residence shall be located on any lot nearer than sixty (60) feet to the front lot line or nearer than fifty (50) feet to the rear lot line.

3.6. Easements for installation and maintenance of utilities and drainage facilities are reserved for the benefit of Declarant, its successors, executors, administrators, and assigns, and the owners of the lots in said subdivision as shown on the recorded plat.

3.7. No structure of a temporary character, or 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.

3.8. No nuisance, gas, or oil derrick, billboard, advertising sign (except to advertise the sale of the lot and building thereon) or other advertising device or signage shall be erected, placed, or permitted to remain on said premises, nor shall the premises be used in any way or for any purpose which may endanger the health, or unreasonably disturb the quiet, of any holder of adjoining land. No spiritous, vinous, or fermented liquors shall be manufactured or sold, either at wholesale or retail, upon said premises. No privy shall be maintained, placed, or permitted to remain on said premises.

3.9. With the exception of fireplaces, no heating apparatus in or for any building upon any lot shall be operated with anything other than smoke-free fuel, unless such apparatus be equipped, operated, and maintained with such devices as will prevent excessive smoke.

3.10. No lot shall be subdivided, unless the plat showing such subdivision shall have been submitted to the Declarant, its successors and assigns, and the written consent of said Declarant, its successors and assigns, shall be sole judge as to whether such subdivision shall or shall not be permitted and in case of the subdivision of said premises, the restrictions, rights, reservations, limitations, agreements, covenants, and conditions herein contained shall apply to each of the lots to which said premises shall be subdivided.

3.11. Declarant, its successors and assigns, reserves the sole right to grant consent for the construction and operation of public utility facilities, electric light, telephone and telegraph pole lines and conduits, and gas pipes in and upon any and all highways now existing or hereafter established upon which any portion of any lots may now or hereafter front or abut, or in or upon any easement created in accordance with paragraph No. 3.6 above.

3.12. Declarant, its successors and assigns, reserves the sole and exclusive right to establish grades and slopes on any lot conveyed, and to fix the grade at which any building shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

3.13 Declarant, its successors and assigns, reserve and, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions contained in this Agreement, is hereby granted the right to enter the property upon which such breach or violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, object, or condition that exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Declarant, its successors and assigns, and Declarant, its successors and assigns, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of the Declarant, its successors and assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions contained in this Declaration of Restrictive Covenants shall in no event be construed, taken, or held to be a waiver thereof, or acquiescence in or consent to any further or succeeding breach or violation thereof, and Declarant, its successors and assigns shall, at any and all times, have the right to enforce the same.

3.14. Declarant, its successors and assigns, reserve the right to grant consent to and to petition for the installation of utilities from, but not limited to, the following: gas companies, water companies, electric companies, and/or cable television companies, for the extension of their respective service mains, which, in the sole opinion of Declarant, its successors and assigns, are necessary in the easements referred to in Paragraph No. 3.6 above, or in the highways upon which the lots conveyed shall front or abut, and any lot owner, by his/her/their acceptance of title of the above-described premises, agrees to affirm any and all agreements that may be entered into between the Declarant, its successors and

assigns, and the respective utility companies, with respect to paying his/her/their proportionate costs of any extensions of said utilities.

3.15 Declarant, its successors and assigns, reserve the right to waive, change, or cancel any and all of the restrictions contained in this Declaration, or in any deed given by the Declarant, its successors and assigns, in respect to sublots or parcels within the real estate described in Exhibit A, attached hereto, if, in its judgment, the development or lack of development warrants the same, or if, in its judgment, the ends and purposes of said property would be better served.

SECTION 4. PERMITTED USES

4.1. No business, trade, or profession that involves the entry onto the Property of customers, clients, patients, or other persons involved in any way with such business, trade, or profession shall be conducted on any Lot.

4.2. No noxious or offensive activity shall be carried on upon any Lot.

4.3. Nothing shall be done or placed or permitted to remain on any Lot which is unlawful or hazardous or which may endanger the health, or unreasonably disturb the quiet occupancy of any persons residing on any other Lot.

4.4. All trash, garbage or other rubbish shall be deposited only in covered, sanitary containers.

4.5. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed to view on any Lot.

4.6. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained on any Lot except dogs, cats, or other small household pets, provided that the permitted animals shall not be raised, bred, or maintained for any commercial purpose.

4.7. No sign of any kind, other than signs displayed by Declarant in connection with the development and/or sale of any part of the Property shall be erected or permitted to remain in public view on any Lot except residential sales or rental signs advertising the Lot upon which they are located and not exceeding six square feet in size. No more than one (1) of these permitted signs may be erected or permitted to remain on any Lot.

4.10. Any unused land area on any part of the Property shall be maintained and kept free of weeds and other unsightly plants, brush, rubbish, and/or debris.

4.11. Any exterior lighting on any Lot shall be shielded so as not to be offensive to any other Lot.

4.12. No owner other than Declarant shall take any action to reduce the size of, or subdivide, any Lot.

SECTION 5. VARIANCES

5.1. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of the Declaration, so long as Declarant owns one or more Lots on the Property, Declarant may grant reasonable variances from the provisions of Sections 3.2 and 3.3 of this Declaration. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or Occupant.

5.2. No variance granted pursuant to the authority of this Section 5 shall constitute a waiver of any provision of the Declaration as applied to any other party or any other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law.

5.3. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

SECTION 6. MAINTENANCE.

6.1. All Lots and all Improvements placed on the Lot, whether occupied or unoccupied, shall at all times be maintained in good condition and repair.

SECTION 7. EASEMENTS RESERVED ACROSS LOTS

7.1 The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.

SECTION 8. ENFORCEMENT AND REMEDIES FOR BREACH OF PROTECTIVE COVENANTS

8.1 Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain said violation or to recover damages.

SECTION 9 AMENDMENTS TO DECLARATION

9.1 Declarant, its successors and assigns, reserves the right to waive, change, or cancel any and all of the restrictions contained in this Declaration or in any deed given by the Declarant, its successors and assigns, with respect to sublots or parcels within the real estate described in Exhibit A attached hereto if, in its judgment, the development or lack of development warrants the same or if, in its judgment, the ends and purposes of said property would be better served.

SECTION 10. DURATION; TERMINATION

10.1. The restrictions and covenants contained in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument agreeing to change said restrictions and covenants, in whole or in part, and which has been signed by a majority of the owners of the lots, is recorded.

SECTION 11. SEVERABILITY

11.1 Invalidation of any one of these restrictions or covenants by judgment or court order shall not invalidate any of the other provisions, which shall remain in full force and effect.

EXECUTED this 24th day of February, 2004.

Scott M. Andrews
**Garfield Road Development, Co., Ltd., an Ohio
Limited Liability Company, by its Managing Member,
Scott M. Andrews**

STATE OF OHIO) ss.
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Garfield Road Development, Co., Ltd., an Ohio Limited Liability Company, by its Managing member, Scott M. Andrews**, who acknowledged that **he** did sign the foregoing instrument and that the same is **his** free act and deed.

IN TESTIMONY WHEREOF, I do hereby set my hand and official seal this 24th day of February, 2004.



Dawn M. Cragon
NOTARY PUBLIC
DAWN M. CRAGON, NOTARY PUBLIC
State of Ohio
My Commission Expires Oct. 22, 2007

This instrument prepared by:
Robert H. Myers, Jr., Esq.
Robert H. Myers, Jr., Co., L.P.A.
56 Liberty Street, Suite 201
Painesville OH 44077
(440) 357-5134

EXHIBIT A

Situated in the City of Mentor, County of Lake and State of Ohio: and known as being Sublot Nos. 1 through 19, inclusive, in Echo Hill Subdivision and being part of Original Mentor Township Lot No. 5, Tract 3, as recorded in Volume 46, Page 24, of Lake County Records of Plats, be the same, more or less, but subject to all legal highways.

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03-02-2007 12:53 PM

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LAKE COUNTY RECORDER

REC. FEE: 28.00
PAGES: 2

AMENDED
DECLARATION OF PROTECTIVE
COVENANTS FOR ECHO HILL SUBDIVISION

Whereas, Garfield Road Development Co. Ltd., an Ohio Limited Liability Company ("Declarant") filed a Declaration of Protective Covenants for Echo Hill Subdivision, dated February 24, 2004, and recorded March 3, 2004, as Lake County Official Records File No. 2004R008722; and,

Whereas, Declarant reserved under Section 9 Amendments to Declaration, "9.1 Declarant, its successors and assigns, reserves the right to waive, change, or cancel any and all of the restrictions contained in this Declaration or in any deed given by the Declarant, its successors and assigns, with respect to sublots or parcels within the real estate described in Exhibit A attached hereto if, in its judgment, the development or lack of development warrants the same or if, in its judgment, the ends and purposes of said property would be better served."

Whereas, Declarant has determined that there was an omission from the Declaration of Protective Covenants; and

Whereas, Declarant has determined that amending these Protective Covenants will not materially or adversely affect the value of existing Living Units, nor shall prevent a Living Unit from being used by the owner in the same manner it was being used prior to the adoption of this modification.

Now, therefore, in consideration of one dollar, and other good and valuable consideration, Garfield Road Development Co. Ltd., an Ohio Limited Liability Company does hereby amend the Protective Covenants as follows:

1. Paragraph 3.4 shall be deleted in its entirety and shall be replaced with the following paragraph


"3.4 No single-family residence of one (1) story having less than two thousand five hundred (2500) square feet of floor area, nor any single-family residence having more than two (2) stories and less than two thousand eight hundred (2800), square feet of floor area shall be permitted, it being the intention and purpose of this covenant to assure that all single-family residences shall be of a size with workmanship and materials substantially equal to or better than may be produced on the date these covenants are recorded. Said floor areas shall be exclusive of open porches and garages. Further all garages shall be so-called "side entry"

MAIN STREET TITLE AGENCY
NO. Echo Hill

garages or garage doors shall not face the street or shall be rear entry garage doors.

2. That, other than specifically amended hereto, they do hereby affirm the terms and conditions of the above-described Declaration of Protective Covenants for Echo Hill Subdivision.

EXECUTED this 2nd day of March, 2007.


Garfield Road Development, Co., Ltd., an Ohio
Limited Liability Company, by its Managing Member,
Scott M. Andrews

STATE OF OHIO) ss.
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Garfield Road Development, Co., Ltd., an Ohio Limited Liability Company, by its Managing member, Scott M. Andrews**, who acknowledged that he did sign the foregoing instrument and that the same is **his** free act and deed.

IN TESTIMONY WHEREOF, I do hereby set my hand and official seal this 2nd day of March, 2007.


NOTARY PUBLIC

BETH D. FELLENSTEIN
MY COMMISSION EXPIRES 4/17/2011

This document prepared by:
Robert H. Myers, Jr., Esq.
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