

DECLARATION OF RESTRICTIONS GOVERNING SPRING-FIELD-WOODS PLAT NO. 2,  
AS RECORDED IN OFFICIAL RECORDS VOLUME 100, PAGE 67 MAHONING COUNTY  
RECORDS; SAID RESTRICTIONS BEING DATED June 10, 2010 AT 1:55 pm, 2010, FILED FOR RECORD  
RECORDS VOLUME 5357, PAGE 642,  
FILE NO. \_\_\_\_\_, MAHONING COUNTY, RECORDS,  
AS FOLLOWS:

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1. These restrictions are for the benefit of said property and for every person who shall be an owner thereof as hereinafter described, and shall inure to the benefit of and shall apply to and bind the successors in interest of each and every owner thereof and hereinafter set forth.
2. These restrictions shall apply in their entirety to all of the above described lands and lots in SPRING-FIELD-WOODS PLAT NO.2.
3. No buildings shall be erected, placed, altered or suffered to remain on any lot included in said plat other than one single family dwelling not to exceed two and one half (2-1/2) stories in height and private garage designed for not more than three (3) passenger vehicle entrances.
4. Up to one (1) detached non-permanent utility building will be permitted. larger permanent detached garages/buildings will require approval and depend on lot size and location. Should traffic to and from any detached building result in rutting of the yard, a gravel driveway (minimum) will need to be installed to the building.
5. No changes to the exterior color of any structure shall be made without the prior approval of the Architectural Control Committee as hereinafter created.
6. No building shall be commenced or erected, nor shall any additions to or change or alteration therein be made, until the plans and specifications of such building or alteration, and a map showing the location of such structure upon the lot, and all exterior materials and colors have been approved by the Architectural Control

Committee.

7. Each private dwelling house of single-level construction shall have a living area exclusive of porches of not less than 1700 square feet.
8. Each private dwelling house of multi-level construction shall have a living area, exclusive of porches of not less than 1900 square feet.
9. The front line of any building except steps, bay windows, open porches, cornices, and other usual projections shall not be nearer the front lot line of any lot than the minimum of fifty (50) feet nor further than sixty (60) feet. If any boundary of a lot other than the front lot line shall also be a street line, no building, excepting steps, bay windows, open porches, cornices and other usual projections, shall be located nearer to said street line than twenty (20) feet.
10. There shall be two (2) side yards with a total width of not less than twenty (20) feet. The width of the narrowest of the two sides, meaning the distance from any part of the dwelling house not parallel to the street to the boundary of an adjoining lot shall not be less than eight (8) feet. If any person owning contiguous or adjoining lots shall desire to build one (1) single private dwelling house upon the total area, the term "side yard" shall define the area between any side of the dwelling house not parallel to the street and the boundary line of an adjoining lot owner.
11. No above ground swimming pools shall be erected.
12. No fence or wall shall be erected, placed, or altered or permitted to remain on any lot until the plans and type of materials and color of fence or wall and plan of location thereof shall have been approved by the Architectural Control Committee in the manner hereinafter provided. Any fence erected shall be no closer than 1 foot to the property line.
13. No chain link fences shall be permitted.

14. No building shall be constructed with a flat roof.
15. The minimum roof pitch on all homes shall be 6/12.
16. All construction, remodeling, or repair on a home or utility building must be completed within one year of start of construction, including all driveways and landscaping, weather permitting.
17. Home owners shall be responsible for the outside appearance of structures and property such that said structures and property does not detract from the appearance of the development.
18. Certain animals including but not limited to swine, horses, poultry, pigeons, goats, rabbits, or cattle shall not be kept, harbored, or permitted upon said premises.
19. No satellite dishes larger than 18" in diameter shall be permitted.
20. No exterior antennas shall be permitted.
21. No trees equal or greater than six (6) inches in diameter will be removed from any lot without the prior approval of the Architectural Control Committee.
22. No lot shall be graded to conflict with grades of adjoining lots without erecting proper retaining walls and providing adequate drainage for storm water.
23. Owners whose property is part of any lake, detention pond, drainage ditch, or other drainage or water management feature are responsible for the maintenance of said feature. Certain buffer areas around drainage ditches may be required to be left in their natural state.
24. Mineral rights shall be retained by the developer for purposes of natural gas development. Any development shall in no way encroach upon the property of lot owners.
25. No non-street legal motorized vehicles of any kind, including but not limited to motorcycles, minibikes, and all-terrain vehicles (ATVs) are permitted to be driven,

- operated on, or parked on any streets or fronts of properties.
26. No boats, trailers, motorhomes, or recreational vehicles shall be parked, stored, or suffered to remain upon said premises or upon the streets, unless said boat or vehicle is stored in a garage or hidden from view. No vehicle of any type may be parked for an extended period of time upon the streets of the development.
  27. No junked, wrecked, or incomplete motor vehicle may be stored or permitted to remain on any lot for over ten (10) days out-of-doors.
  28. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
  29. No business enterprise or trade shall be conducted on any lot, nor shall any business or tent be erected for the purpose of carrying on a business or trade with the exception that a temporary or model sales office may be erected, but for only the time needed to sell out the development.
  30. Vacant lots purchased from SPRING-FIELD-WOODS PLAT NO.2, until such time as they are built upon, must be cared for, having grass and weeds cut, so as not to detract from the appearance of the development.
  31. Construction shall commence upon purchased lot no later than one year from the date of purchase.
  32. Lot owners shall maintain in a safe, workable, and sightly manner all areas and materials used in conjunction with the retention and removal of surface water located on the lot, including but not limited to drainage easements, swells, streams, storm drains, piping, and special fencing.
  33. All driveways to be brick, blacktop, or concrete in their entirety.
  34. Curb is to be cut where driveway meets street.

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35. Brick, decorative block, or stucco to be put between siding and ground level to skirt foundation on all street-facing sides of the house.
36. All driveways to be at least 3 feet from lot line from street to set back line.
37. One complete set of drawings must be submitted to Spring-Field-Woods Development.

The declarants hereby designate as members of the Architectural Control Committee, Russell E. Ohlin, Mark A. Ohlin, and Randall W. Ohlin, or the survivors of them. The committee may designate a representative to act for it. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as may be deemed appropriate, new members of the Architectural Control Committee may be elected by a majority vote of the owners of the lots and shall consist of six members. In the event of the death, resignation, or removal of any member of the Architectural Control Committee, a successor shall be named by a majority of the remaining members of the committee. Thereinafter a successor shall be designated by a majority vote of the owners of the lots.

The said covenants, restrictions, reservations, limitations, rights, agreements, and conditions hereinbefore set out shall be enforceable by proceedings in law or in equity by any person, firm, or corporation owning or holding title to any lot or lots. Whether said title to hold beneficially or in trust or by way of security, against any person, firm, or corporation violating or attempting to violate or threatening to violate any covenants, restrictions, rights, reservations, limitations, agreements, or conditions set forth herein.

In addition to the conditions and restrictions set forth above, declarants, their heirs, executors, administrators, successors, or assigns, hereby reserve the right to remove such dirt as is necessary from the lots. And fill such low spots on the lots as is necessary, to equalize the topography of the entire plat for drainage purposes and to conform to the levels of adjacent land insofar as expedient to accomplish this purpose as well as for the general scenic beauty of the land. However, one individual lot or several lots may be released from this restriction by the declarants.

The failure of any person, firm, or corporation owning or having an interest in any lot or lots in said Spring-Field-Woods Development to enforce any of the covenants, restrictions, rights, reservations, agreements, limitations, and conditions herein set forth shall in no event be deemed to be a waiver of the right to enforce, nor shall the invalidation of any of the said covenants, restrictions, rights, reservations, agreements, limitations, or conditions by anyone owning or having an interest in any of the lots or by any Court in passing upon construing the same, in any way affect, alter, or abrogate any other covenants, restrictions, rights, reservations, agreements, limitations, or conditions.

The said declarants for themselves and their successors, heirs, and assigns, do by these presents covenant, grant, and agree that they will not grant, sell, or convey any interest in or to any lot or parcel of the premises hereinbefore described without inserting in the grant thereof a reference to and an incorporation of the provisions of this instrument by reference to the same and the place, volume, number, and page where it shall have been recorded, and that neither they nor their successors and assigns shall or will convey any of the said lots or any part of the same at any time hereafter except as being subject to the said covenants, conditions, restrictions, and limitations, and the obligations to perform and observe the same; and whether it be so expressed in the deeds or other conveyances of the said premises, or not, the same shall be absolutely subject thereto which shall run with and be appurtenant to the said land any any part thereof as fully as if expressly contained in proper and obligatory covenants and conditions in each and every contract and covenant of or concerning any part of the said land of the improvements to be made thereon.

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EXECUTED, this 25<sup>th</sup> day of May, 2010 by Russell E. Ohlin and Joyce E. Ohlin.

[Signature]  
Russell E. Ohlin

[Signature]  
Joyce E. Ohlin

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF MAHONING )

Before me, a Notary Public, in and for said County and State, personally appeared the above named Russell E. Ohlin and Joyce E. Ohlin, who acknowledged that they did sign the foregoing instrument that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and Official Seal at Youngstown, Ohio, this 25<sup>th</sup> day of May, 2010.



GREG STEBELTON  
Notary Public - State of Ohio  
My Commission Expires Mar. 8, 2014

[Signature]  
Notary Public  
My Commission Expires:

This instrument was prepared by the owner.