





**COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS  
FOR WHISPERING PINES NO. 3**

Whispering Pines No. 3 (hereinafter referred to as the "Subdivision") is part of the Whispering Pines Development (as hereinafter defined) which is being developed by LUC Development, Inc. (an Ohio corporation hereinafter referred to as the "Grantor"). The Whispering Pines Development presently includes two sections known as Whispering Pines, of record in Plat Cabinet A, Slides 681, 682 and 683, Recorder's Office, Logan County, Ohio, and Whispering Pines No. 2 of record in Plat Cabinet A, Slides 697, 698 and 699, Recorder's Office, Logan County, Ohio. The Subdivision together with the aforesaid existing sections and any further sections which Grantor may subsequently plat and designate as being part of the Whispering Pines Development are hereinafter collectively referred to as the "Development".

In pursuance of a comprehensive plan for the development of the Whispering Pines Development, the Covenants, Conditions, Restrictions and Assessments which are set forth hereinbelow (hereinafter referred to as the "Restrictions") are hereby declared to be covenants running with the land, and shall be binding upon and inure to the benefit of any owners of any lot within the Subdivision and all others claiming under or through them. The Restrictions shall also inure to the benefit of and be enforceable by any owners of lots within the Development and all others claiming under or through them, subject to the limitations contained herein.

**ARTICLE I**

(A) **LAND USE:** All of the lots in Whispering Pines No. 3 shall be used for single family residential purposes only.

All garages shall be attached to the residence building and no unattached permanent structures of any type or any other out buildings shall be constructed or erected on any lot.

(B) **HEIGHT RESTRICTIONS:** No buildings shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height and in no event shall any building be erected to a height exceeding 35 feet from the finish grade of building.

(C) **TRADE OR COMMERCIAL ACTIVITY BARRED:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any said lot in Whispering Pines.

(D) **PLAN APPROVAL:** As hereinafter provided, the following provisions shall apply to all of the lots in the Subdivision:

For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within Whispering Pines No. 3, each owner of a lot shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to the Grantor, setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the structure on the lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan.

Each owner covenants that no excavation shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner or his agents, heirs, successors, or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications, until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within one (1) year following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby acknowledge the right of Grantor, at its option, to repurchase the lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

Each lot owner further acknowledges that in considering plans and specifications submitted, Grantor will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent lots and effect upon the neighboring properties and the overall development of the Development and acknowledges that the Grantor may require submission of samples of materials to be used in the construction of said single family residence as a condition of the approval of said plans and specifications.

Each lot owner further acknowledges that the Grantor shall not be responsible or liable to said owner or to any other owner of lots in the subdivisions by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses incurred by any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Grantor in accordance herewith.

Within the easement areas designated on the recorded plat of Whispering Pines No. 3, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

(E) **BUILDING LOCATION; FENCES:** No building shall be located on any lot nearer to the front line or nearer to a side street than the minimum building setback lines shown on the recorded plat. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railing, or fences not exceeding three (3) feet in height located on or adjacent to entrance platform or steps. This provision (E) shall not be applicable to limit the size or location of the subdivision entry signs, identification or walls. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of the ordinary garden or field variety shall be grown on such portions of said lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulations.

No chain link fencing shall be permitted in the Subdivision.

(F) **TEMPORARY RESIDENCE:** 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.

(G) **TEMPORARY STRUCTURE:** No temporary building, trailer, garage, storage building or structure shall be placed upon any lot for storage without the express written consent of Grantor.

(H) **ANIMALS:** No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two cats may be kept on any lot except such dogs or cats in excess of such numbers as are less than three months of age. All animals must be restrained on the owner's lot and owners shall take all steps necessary to insure the same.

(I) **LOT MAINTENANCE AND WASTE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties. All lots which have been developed but not built upon shall be maintained to include two (2) mowings each year, not later than June 15 and September 15.

(J) **CLOTHESLINE:** No clothing or any other household fabrics shall be hung in the open on any lot, and no outside clothes drying or airing facilities shall be permitted.

(K) **VEHICLES NOT IN USE:** No automobile or motor-driven vehicle shall be left upon any lot for a period longer than 30 days, within a 90-day period, in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above-described real estate and shall be removed therefrom.

(L) **HOBBIES:** Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(M) **BOAT, TRAILER AND VEHICLE PARKING, AND STORAGE:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle permanent enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 72 hours in any period of thirty (30) days.

(N) **GARAGE:** No dwelling may be constructed on any lot unless an enclosed attached garage for at least two automobiles is also constructed thereon.

(O) **SIGNS:** No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than twelve square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

(P) **ANTENNAS:** Television and radio-antennas, including satellite dishes, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or lot.

(Q) **GRADING AND DRAINAGE:** No construction, grading or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways, or other drainage configurations.

(R) **EXPOSED BLOCK:** No buildings or structures within the Subdivision may have more than two (2) courses of exposed block.

(S) **LANDSCAPING:** The following minimum landscaping standards shall apply:

- (i) Front yards must be sodded except around trees where mulching shall be permitted;
- (ii) Along the front foundation area, a minimum of twelve (12) shrubs with height no less than eighteen inches (18") must be installed and maintained;
- (iii) In the front yards, there must exist at least one (1) shade or ornamental tree with minimum caliper of two inches (2").

(T) **TREE REMOVAL:** In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of four (4) inches or more shall be destroyed or removed from any lot unless approved by Grantor in connection with its approval of the plans and specifications for the construction of improvements on the lot or otherwise with the prior express written consent of the Grantor or the person or entity designated by Grantor to grant such approval.

(U) **OWNERS ASSOCIATION LIEN:** Each owner of lots in the Development shall automatically become a member of the Owners Association which shall be established for the purpose, among other things, of maintaining the common areas in the Development (excluding common areas on lots 4641 and 4640 of Whispering Pines) as set forth on the recorded plats of the Development as well as those dedicated areas not maintained to the satisfaction of the Owners Association, including, but not limited to, (a) the gatehouse, entrance walls, subdivision identification signs, landscaping, ornamental lighting, and fencing located within the dedicated right-of-way of Whispering Pines Lane, and (b) the entrance walls, fencing, subdivision identification signs, and earthmounds and landscaping referred to in provision (R) of Article I of the Restrictions for Whispering Pines of record in Plat Cabinet A, Slides 681, 682 and 683, Recorder's Office, Logan County, Ohio. As a member of the Association, each owner shall be liable for assessments and/or dues which assessments and/or dues shall become a lien upon said lots, subject only to the lien for real estate tax and assessments and any first mortgage lien against said real estate.

For the purpose of determining each owner's share and also for the purpose of determining the number of votes that each owner has in the Owners Association, said share and voting shall be determined on a unit basis. Therefore, as to lots 4641 and 4640 of Whispering Pines, following completion of construction of multifamily development, each of said lots shall, for these purposes, be divided into the number of units constructed on the lot. Prior to completion of construction, however, each of said lots shall be considered as a single unit. Notwithstanding the foregoing, the maximum share of annual Owners Association expense paid by the combined units on lot 4641 of Whispering Pines shall be limited to twenty percent (20%) of the total.

(V) **MINIMUM SALES PRICE:** No single-family home, following completion of the dwelling, shall be valued at less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00), including value of the lot. For a sale of a completed home, evidence of value shall be conclusive with the conveyance fee statement. Otherwise, the value shall be supported by appraisal.

**ARTICLE II**

Grantor reserves the right to modify or amend these Deed Restrictions during the period of constructing improvements and selling all lots. However, any modification or amendment shall not further restrict those requirements set forth herein.

**ARTICLE III**

(A) These restrictions shall run with the land and shall be binding upon all parties until 2017, after which time said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said restrictions in whole or in part.

(B) Enforcement of these restrictions shall be by proceedings at law or equity, brought by any owner of any lot within the Development, the Grantor, or the Owners' Association, against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.

(C) Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

BEING A PART OF V.M.S. 4399 & V.M.S. 4478  
CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO  
JEFFERSON TOWNSHIP,

**"WHISPERING PINES NO. 3"**

CBA Side 771A

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