

## **BUILDING AND DEVELOPMENT RESTRICTIONS** **FOR TAMARIND MEADOWS SUBDIVISION**

Each and every subplot in the Tamarind Meadows Subdivision, located in the Township of Hinckley, and the County of Medina, Ohio shall be conveyed subject to the following restrictive covenants:

1. **RESIDENTIAL USE:** Only one residential dwelling shall be erected per lot. The dwelling shall be restricted to the use of a single family, their household servants and guests. No lot shall be further subdivided without the written agreement of the owner of the subdivision.
2. **NO TRADE, BUSINESS, PROFESSION, ETC:** No trade, business, profession or other type of commercial activity that is evident to the neighboring sublots or the general public, shall be permitted, except for the developer conducting such activities as are necessary for the completion of the development or contractors in the building and subsequent repair or maintenance of any dwelling or improvement.
3. **NO ANIMALS:** No animals with the exception of domestic cats, dogs and other household pets, shall be permitted on the land of this subdivision. No animal of any kind shall be kept, harbored, used or bred on any subplot for commercial purposes or in connection with any business, trade or profession.
4. **LAWN AND LANDSCAPING:** landscaping shall be completed in a reasonable time after occupancy, not to exceed nine months. Landscaping shall include, but not be limited to planting grass in all areas disturbed by the construction process. No fences, walls, entranceways or structures of any kind shall be built within the road right of way or without the required prior approval. Every reasonable effort shall be made to protect and preserve the natural characteristics of the land.
5. **APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS:** In order to insure that the homes and other buildings in this subdivision will preserve a uniformly high standard of construction; no building or other structure shall be erected, placed or remain on any building lot in this subdivision until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, walls and fences, driveways and poles, property lines and setbacks, is submitted to and approved by to the owner of the subdivision or the subsequent home owners association. Refusal of approval of the plans and specifications and location may be based on any ground, including on purely aesthetic grounds which in the sole and uncontrolled discretion of the owner or home owners association shall be deemed sufficient. The owner of any lot in this subdivision is required to finish construction of their dwelling, within 12 months from commencement.
6. **THE RESIDENCE:** Except for sublots 1, 26 and 27, all dwellings must adhere to the following specifications:
  - a. All buildings shall have all exposed exterior walls, below the first floor elevation covered with brick or stone.
  - b. Garages shall be affixed to their respective dwelling, with space for parking of not less than two (2) cars. The garage opening shall not face any street, but shall open to the side or rear of the dwelling.
  - c. All dwellings must have a basement, with at least 12 courses of 12 inch block or its equivalent.
  - d. The minimum allowable pitch of the main roof line shall be 7/12.
  - e. The exterior of the front elevation of the dwelling cannot be built with more than 30% vinyl, aluminum or steel siding.
  - f. All chimneys which extends above a roof surface shall have all exterior portions of that chimney covered with brick or stone,
  - g. Minimum square feet of living area for all dwellings (not including basement, porches, patios or garage), shall be 2800 for a structure with two full floors of living space, for a one and a half story

dwelling, the minimum square feet is 2600 and for a Ranch style home (one level) the minimum will be 2300 square feet.

h. Setback of all buildings shall be:

Front - 90 feet from the road right of way; Back - 50 feet from the property line; Side - 30 feet from the property line.

7. **OTHER BUILDINGS:** Other than the residence, any buildings or structure erected on any subplot must compliment the style and architecture of the dwelling, including color and material, with the opening (not including pedestrian doors) to the side or rear. An opening may be allowed that opens toward the front provided it is properly screened so it cannot be seen from the road.

8. **SWIMMING POOLS:** In ground swimming pools are permitted, above ground pools will be considered on a case by case basis, and must not be not visible from a neighboring parcel or roadway.

9. **VEHICLES AND EQUIPMENT MUST BE ENCLOSED:** No vehicles or equipment, including but not limited to cars, trucks, boats, motor homes, farm implements or recreational vehicles shall be stored on the property for a period of over seven days, unless they are housed inside a permanent structure.

10. **UTILITIES:** All utilities to dwellings or other structures will be run underground.

11. **SATELLITE DISH:** No satellite dish over 24 inches in diameter, shall be permitted on any lot herein.

12. **DRIVEWAYS:** Except for sublots 1, 26 and 27, all driveways shall be paved with concrete, asphalt, brick or pavers.

13. **FIRE ARMS:** Except in the legal defense of ones self, family, guests, neighbors or property, no fire arms shall be discharged on any subplot in this subdivision.

14. **WAIVER OF RESTRICTIONS:** The failure of the owner to enforce any building restrictions, covenants, or conditions, shall in no way be deemed a waiver of the right to enforce these rules thereafter.

15. **REMEDIES FOR VIOLATIONS:** Violation or breach of any condition, restriction, or covenant herein contained by any person or entity, claiming under the owner, or by virtue of any judicial proceeding shall give the owner of an individual subplot, through the Homeowner's Association, or owner of said subdivision, in addition to all other remedies, the right to proceed at law or in restrictions or covenants, and to prevent the violation or breach of any of them. In addition to the foregoing, the owner or individual subplot owner through the Homeowner's Association, shall have the right, whenever there shall have been built on any subplot any structure or condition which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the violator owner. Any such entry and abatement or removal shall not be deemed a trespass. No delay or omission on the part of the owner of the subdivision or the owners of the other lots in exercising any rights, power or remedy herein provided in the event of any breach of these Restrictions shall be construed as waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the subdivision owner for or on account of its failure to bring any action for any breach of these Restrictions or for imposing restrictions which may be unenforceable.

15. **INVALIDITY CLAUSE:** Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect .

16. **BUILDING CONTRACTORS:** The owner of this subdivision reserves the right to approve those building contractors who will be allowed to construct homes in this subdivision.

17. **MODIFICATION:** The owner reserve the right to make minor variances to specifications found herein if, in its opinion, the intent of that particular section is maintained. After Seven years from the recording of this document, these restrictions can be modified by a two-thirds (2/3) majority of lot owners in the subdivision.

18. **CONFLICT OF RESTRICTIONS:** In the event that these restrictions conflict with the specifications set by the Township of Hinckley, the more stringent specification will prevail.

19. **HOMEOWNERS ASSOCIATION:** A Tamarind Meadows Owners Association will be formed and except for the owners of sublots 1, 26 and 27 every owner of a subplot shall be a member of the Association. Membership shall be appurtenant, and may not be separated from ownership of any lot. The transfer of a lot shall automatically transfer membership to the transferee. Members shall have all such rights, and obligations as are set forth in these restrictions and the Articles and Bylaws adopted by the Association.

20. **GOVERNMENTAL REGULATION:** All lot owners and builders must to abide by all governmental agency regulations, including, but not limited to, providing the Ohio EPA with a Notice of Intent (NOI), and securing any needed storm water permit, prior to construction, and the installation of any needed siltation control devices during construction.