

PRELIMINARY BUILDING AND DEVELOPMENT RESTRICTIONS
TROPHY CLUB SUBDIVISION PHASE 3

Each and every subplot in the Trophy Club Subdivision as recorded in the Plat Volume _____, Page _____, of the Medina County Recorders shall be conveyed subject to the following restrictive covenants:

1. **RESIDENTIAL USE:** Only one dwelling shall be erected per lot. The dwelling shall be restricted to the use of a single family, their household servants and guests.
2. **NO TRADE , BUSINESS, PROFESSION, ETC:** No trade, business, profession or other type of commercial activity shall be evident to the neighboring sublots or general public.
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:** Said landscaping shall be completed in a reasonable time after occupancy, not to exceed nine months.
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, wall and fences, driveways and poles, property lines and setbacks, is submitted to the owner of the subdivision and approved by owner as meeting the requirements of these restrictions. Refusal of approval of the plans and specifications and location by the owner may be based on any ground, including a purely aesthetic grounds which in the sole and uncontrolled discretion of the owner shall be deemed sufficient.
 - a. All chimneys that extend above the roof line must be faced with brick or stone.
 - b. All garages shall be affixed to their respective house and shall be such that they open to the side rear. In the case of corner lots, the front shall be considered the elevation with the longest dimension exclusive of the garage, and said garage is not to open toward any street.
 - c. The site plan is to conform to land contour as much as possible
 - d. All dwelling must have a basement, which is at least 12 course of 12-inch block or its equivalent.
 - e. Pitches of the main rooflines shall not be less that 7/12 degrees.
 - f. All structures shall have their foundations covered with brick to grade.
6. **SETBACK LINES AND SIZE OF BUILDINGS:**

Front - 80 feet from street right-of-way.
Back - 40 feet Sides - 25 feet

Minimum square feet of floor space (not including basement and garage), for a structure with two full floors of living space is, 2800 square feet, for a one and a half story structure, the minimum square feet is 2600, and for a Ranch style home (one level) the minimum will be 2200 square feet.
7. **OUTBUILDINGS:** Must compliment the home architecture including color and material.

8. **VEHICLES AND EQUIPMENT MUST BE ENCLOSED:** No cars, trucks, boats, motor homes, farm implements or other recreational vehicles shall be stored on the property for a period of over seven days, unless they are housed inside a permanent structure.
9. **UTILITIES:** All utilities to dwellings or other structures will be run underground.
10. **SIGNS OR BILLBOARDS:** No nuisance or advertising signs or billboards may be permitted, erected or maintained on any lot herein.
11. **SATELLITE DISH:** No satellite dish for the purpose of television reception, which is over 24 inches in diameter, shall be permitted on any lot herein, in front of the rear line of any structure. If a dish is installed, it shall be properly screened so as not to be seen by any of the adjoining lots or from the street right-of-way.
12. **DRIVEWAYS:** All driveways shall be paved, with concrete, blacktop, or brick at the time of construction or within 12 months after buyer has taken possession of their home. Driveways that exceed 250 ft. in length, shall be required to have only the first 150 ft. paved with any of the above mentioned materials.
13. **WAIVER OF RESTRICTIONS:** The failure of the owner to enforce any building restrictions, covenants, or conditions, shall in no way in event be deemed a waiver of the right to enforce thereafter these rights and as to the same violation or as to a breach or violation occurring prior or subsequent thereto.,
14. **REMEDIES FOR VIOLATION:** 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 or individual lot 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 lot owner shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property were such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, any such entry and abatement or removal shall not be deemed to trespass.
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 owners reserve the right to approve those building contractors who will be allowed to construct homes in this subdivision. Every dwelling must be completed within 12 months from beginning of construction.
17. **MODIFICATION:** After Seven years from the recording of this document, these restrictions can be modified by a two-thirds (2/3) majority of the lot owners in the subdivision.
18. **CONFLICT OF RESTRICTIONS:** In the event that these restrictions conflict with the specifications set by Medina Township, or Medina County, the more stringent specification will prevail.
19. **GOVERNMENTAL REGULATIONS:** All subplot owners and builders must agree to abide by all governmental agency regulations including, but not limited to, the filing of a notice of intent with the Ohio EPA, when you plan to start building, and the construction and any needed siltation control devises. There will be no building, dumping or filling in any of the designated wetlands.

20. **SUBDIVIDING LOTS:** No lot in this subdivision shall be subdivided or divided, until the plat showing such proposed subdivision or division shall have been submitted to the developer and the written consent of the developer to such subdivision or division has been obtained.
21. **GRADING:** The developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slopes of each lot, as the improvement thereon is completed, will correspond to the grade of the lots on either side; having due regard for natural contours and drainage of the land.
22. **FENCING:** No fence shall be erected unless a detailed drawing of type and location of proposed fence is submitted to the developer and the written consent for such fence is given. In any case no fence for any purpose shall be erected, placed or suffered to remain on any lot nearer to the street or highway upon which the lot faces or abuts than the front building line of the residence. A fence may be erected for the purpose of the protection of a private swimming pool, provided that such pool and fence are located in the rear of the lot and such fence shall not exceed five (5) feet in height. No chain link fence will be permitted. Low stone or masonry walls (excluding concrete block) not higher than four (4) feet above grade can be accepted between the right of way and the building line but must first be approved by the developer.
23. **OIL AND GAS WELLS:** Drilling or operating oil or gas wells on land designated for single family lots shall be prohibited. Soils are not permitted to be removed from the development. Mining or extracting any minerals including the removal of sand or gravel shall be prohibited. However, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted uses by the developer.
24. **DEVELOPMENT:** The developer reserves the right for themselves, their agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading or installation of drainage facilities. Entry unto said property for such purposes shall not be deemed a trespass.
25. **HOMEOWNERS ASSOCIATION:** A Trophy club Homeowners Association will be formed and 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 subplot. The transfer of a subplot 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.