



Eagle Trace Homeowners Association
COMMON VIOLATIONS

DECLARATION OF RESTRICTIONS

Article 1. Sec 1. Sheds. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises.

Sec 6. – Gardens. 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 objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 6 – Fences. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon, said premises.

Section 18 – Fences. The only type of fence which will be allowed to be constructed on any lot on Eagle Trace Plat Three is a three rail split-rail fence. The maximum height shall be forty-eight (48") inches above ground level to the top of the top-most rail. It will be permissible to affix hog wire, or an equivalent wire mesh, to the split-rail fence. No chain-link, stockade, privacy or other type of fencing whatsoever shall be permitted in Eagle Trace

Section 12 – Large Vehicles. No boats, trailers, motor homes, recreational vehicles, motor couches or trucks [except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called] shall be parked, stored or suffered to remain upon said premises or in the streets within Eagle Trace unless parked or stored within a garage on said premises out of view.

Section 13 – Clotheslines. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

Section 14 – Mailboxes. All dwellings will be equipped with a rustic cedar mailbox dwellings (so-called) approved by the United States Postal Service.

Section 15 – Above Ground Pools. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

Section 17 – Trash. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling.

Section 19 – Removal of violations. Developer reserves the right in case of any violation or and is hereby granted breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection,

thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or - consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Article 3. Section 3. Time Limit. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

CODE OF REGULATIONS

Section 2. – Purpose of the organization. a) To represent the owners of improved lots in Eagle Trace subdivision before governmental units, agencies, committees, offices and other entities; b) To promote, maintain and attractiveness, aesthetics, value lots in Eagle Trace subdivision; c). To maintain and/or improve common areas; d) To enforce the restrictions regarding usage of lots, improvements, and enjoyment of same, which are or may be set forth in the Declaration of Restrictions of Eagle Trace subdivision; e) To promote and maintain high standards of community and neighborhood fellowship among property owners; f) To provide a vehicle for voluntary social and neighborhood activities; g). To promote the common interests of property owners; h). To perform any and all Association by the Declaration future amendments thereto; i). To engage in any other legal purpose, function or course of conduct not prohibited by law to corporations and associations of this type and character.

Article III. Board of Trustees - Section 11. Bylaws - For the government of its actions, the Board of Trustees may adopt bylaws consistent with the Articles of Incorporation and this Code of Regulations

NOTE: For a complete copy of the Eagle Trace Declaration of Restrictions and Code of Regulations, visit our website: www.eagletracesylvania.net

OHIO REVISED CODE

Section 5312.08. Ohio Revised Code. “...the owners association is responsible for reasonable maintenance, repair, and replacement of the common elements, and each owner is responsible for maintenance, repair, and replacement of the owner's lot and improvements to that lot ...”

Section 5312.10. Ohio Revised Code. “An owners Association may assess an individual lot for any of the following: “...(2) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an owner or occupant of a lot or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses; (3) Costs associated with the enforcement of the declaration or the rules and regulations of the owners association, including, but not limited to, attorney's fees, court costs, and other expenses ...”

Section 5312.13 The owners association and all owners, residents, tenants, and other persons lawfully in possession and control of any part of an ownership interest shall comply with any covenant, condition, and restriction set forth in any recorded document to which they are subject, and with the bylaws and the rules of the owners association, as lawfully amended. Any violation is grounds for the owners association or any owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.