

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR THISTLECREEK SUBDIVISION**

*KNOW ALL MEN BY THESE PRESENTS*, that:

**WHEREAS**, the undersigned, THISTLE CREEK DEVELOPMENT LLC, (hereinafter referred to as “Grantor” or “Declarant”), is the owner of the real property described in Exhibit “A” attached hereto and incorporated by reference; and

**WHEREAS**, Grantor, its successors and assigns, desires to create a maximum of 31 sublots on the property described in Exhibit “A-Legal Description” and “B-Subdivision Map” attached hereto.

**WHEREAS**, Grantor desires to protect the values of said sublots and dwellings to be constructed thereon to the benefit of prospective owners thereof.

**NOW, THEREFORE**, Declarant, for itself and its successors and assigns, does hereby declare, publish and impose the restrictive covenants hereinafter set forth to and upon the real property known as “THISTLE CRREEK ” Subdivision located in the City of Chardon, County of Geauga, and State of Ohio, as more fully described in Exhibit “A” attached hereto and made a part hereof.

1. No lot shall be used except for single family residential purposes. No residence shall be erected, altered, placed or be permitted to remain on any lot other than one detached dwelling, not to exceed two stories in height, including an attached private garage with overhead door, not less than 20 x 20 square feet. Said garage shall be drywalled and finished taped.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the structure and driveway location have been approved by the Architectural Control Committee (the “Committee” as defined in Section 36 ), as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to adjacent structures, topography and finished grade elevation.

All dwellings shall have customary siding and exterior surface coverings. No metal siding is allowed. Log cabins, geodesic domes, "A" frames and raised ranch type homes are not allowed.

No duplicate front elevations are allowed adjacent to each other.

3. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved by the Committee and the Declarant. All fences shall be vinyl or ornamental type fence constructed of steel or aluminum. All fences shall be maintained and painted to keep an orderly appearance. No chain link fences of any kind shall be erected on any lot.
4. No building shall be erected nearer to any street than the minimum building set backline as shown on the plan approved by the City of Chardon. No portion of the lot between the dwelling and the street shall be used for any purpose other than that of a lawn; nothing herein shall be construed as preventing the use of such portion of said lot for walks and drives, the planting of trees and shrubbery, the growing of flowers or ornamentations for the purpose of beautifying said lot. No vegetables or grains of ordinary or field variety shall be grown upon such portion thereof. No weeds, underbrush or other unsightly growth shall be permitted to grow in the front or side yards and the cleared rear yard area.
5. Driveways, parking areas and turnarounds shall be of a hard surface finished material, such as asphalt or concrete. (no tar and chip or loose stone) and located not less than one foot (1') from any lot line. The hard surface driveway shall be installed prior to obtaining a final Certificate of Occupancy. Per City of Chardon Ordinance, aprons must be concrete and installed per City specifications.
6. Landscaping shall be installed within twelve months (12) of occupancy of the dwelling to be constructed on the lot. Landscaping must be installed to obtain a final Certificate of Occupancy.
7. No single family residence of one story and one and one half story shall be permitted having less than 1200 square feet of floor space, nor shall any two story building have less than 1650 square feet of floor area. Said square footage shall be exclusive of open porches, garages, breezeways, enclosed non-heated porches and basement areas. Grantor reserves the right to permit variances from the minimum standards set forth in this paragraph, however all square footages shall comply with City of Chardon zoning regulations.
8. All dwellings shall have overhangs on the front, rear and all sides of not less than 9".

9. The minimum allowable pitch on any dwelling or garage to be constructed shall be 5/12. Architectural shingles with a minimum 30 year rating shall be installed on all dwellings.
10. All dwellings to be constructed shall be completed and an occupancy permit granted within 12 months from the start of construction of a dwelling on any subplot within the subdivision.
11. The Purchaser of each lot will be responsible for the filing of the Ohio Environmental Protection Agency Notice of Intent form prior to any earth disturbance on the lot. The purchaser assumes responsibility for storm water control on their lot from the date of transfer of ownership.
12. Any lot sold to or transferred to a non-builder owner shall require Grantor's approval of owner's builder prior to the commencement of any construction.
13. Above ground pools not exceeding 30' diameter and 5' in height are allowed. In ground pools shall be fenced with a minimum fence height of 48" and have locking gates constructed of an approved fence material. No chain link fences or gates are permitted.
14. Clothes lines of any kind or other apparatus for the drying of clothes are prohibited on any lot.
15. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
16. Sheds are permitted in the rear yard only. Sheds cannot exceed 120 square feet and must be one story only with a sidewall not exceeding 9'. The shed roof shall match the house roof. Vinyl siding color shall be the same as the house color. No metal or plastic sheds are allowed.
17. Garbage and recycling containers shall be stored in the garage or shed and shall not be left outside except for weekly pickup.
18. No animals, livestock or poultry of any kind shall be raised, bred or be kept on any lot.  
Dogs and cats may be kept on lots subject to such rules as may be adopted by the Association hereinafter established and defined, so long as they are not kept, bred or maintained for commercial purposes. No dog houses or dog kennels shall be erected on any lot. No dog may be left outside of the dwelling overnight. No pet shall be allowed

that creates a nuisance. All dogs on any street or common area will be required to be on a leash controlled by a responsible, physically capable party.

19. No outdoor supplemental heating apparatus of any kind shall be allowed on any lot.

20. Satellite dishes shall be allowed that are less than 18" in diameter. No satellite dishes are allowed in the front yard area or street side yard area of a corner lot. No radio towers or outdoor antennas are allowed anywhere on the lot, on a dwelling or any approved outbuilding.

21. No gas or oil drilling, exploration, production or storage equipment shall be allowed on the surface of any lot or greenspace within the Subdivision.

22. No billboard, sign, banner, poster or other advertising sign shall be allowed. One real estate sign per lot shall be permitted not exceeding 24" x 36". The declarant or any approved home builder may erect one "Model Home" sign per lot, not exceeding 48"x 48" while there are vacant lots for sale in the subdivision or until the builder's model home is sold.

23. No outdoor toilets may be placed on any lot. One temporary toilet per lot may be placed during the construction of the initial dwelling on each lot.

24. No business of any kind shall be conducted on any lot; however, the Declarant or approved home builders may use a dwelling for a model home or sales office while there are vacant lots for sale in the Subdivision. An Owner may use a portion of his residence for his office or studio, provided that the following conditions are maintained:

A. That the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other Owner.

B. That such use does not result in walk in traffic to the lot from the general public or from regular business invitees.

C. The home use must comply with all local zoning regulations.

25. No nuisances shall occur or continue, nor shall the premises be used in any way, for any purpose, which may endanger the health, or unreasonably disturb the quiet enjoyment of any other Owner within the Subdivision.

26. No campers, recreational vehicles, trailers, motorcycles, or other types of recreational vehicles, commercial vehicles, vehicles over 10,000 pound Gross Vehicle Weight, building equipment or supplies, shall be parked, placed, maintained or stored, either temporarily or permanently, on any lot or on any roadway in the said subdivision unless the same are stored within an enclosed garage or permitted shed, except that necessary trucks and building equipment may be parked, placed, maintained or stored on any lot during the period of the construction of a house or permitted structure on any lot, or during the period of any necessary repair or maintenance of a house or permitted structure. Recreational vehicles or campers may be parked on a driveway for one twelve hour period per week to allow for loading or unloading. No vehicle of any kind may be parked in a lawn or planting area. Vehicles must be parked on an approved hard surface.
27. No storage container may stay on any lot for a period exceeding five (5) consecutive days or fifteen (15) aggregate days in any calendar year. All City of Chardon regulations must be followed and shall supersede this restriction.
28. The Grantor, its successors and assigns, in conjunction with City of Chardon , reserve the sole and exclusive right to establish and approve grades and slopes on any lots to be conveyed and to fix the grade at which any dwelling or permitted structure shall be erected or placed thereon so that the same conform to the general grading plan. No grade may be changed after the construction of any dwelling or permitted structure without the express written consent of the Grantor, its successors or assigns, and the City of Chardon.
29. The City of Chardon has a single municipal trash hauler contract and all residents must use the City approved trash hauler.
30. No lot shall be subdivided unless the plat showing the subdivision shall have been submitted to the Grantor, its successors or assigns, and the written consent of said Grantor, its successors or assigns, and the City of Chardon to subdivide has been obtained. The Grantor, its successors or assigns have sole approval as to whether such subdivision shall or shall not be permitted, and in the case of the subdivision of said premises, the restrictions, rights, reservations, limitations, agreements, covenants, and conditions herein contained, shall apply to each of the lots to which said premises shall be subdivided. No easement shall be granted without the written consent of the Grantor, its successors or assigns.
31. The Restricted Open Space areas shown as Blocks "A" and "B" on the subdivision plat are required by the City of Chardon Zoning and shall not be subdivided or diminished in area for any reason. There shall be no dumping of leaves, grass

clippings, brush or rubbish in the open areas. No fire pits, compost piles, swing sets, trampolines, storage or structures of any kind are allowed in the Open Space areas.

No grass cutting, tree removal or landscaping shall be allowed in the Open space areas. The Association may remove any tree that is diseased or a hazard.

The Open Space areas will be marked by delineators.

It is the Developers intent to enter into a conservation agreement with an independent third party for yearly inspection of the Open space areas. The annual inspection fees shall be the responsibility of the Association.

32. The Grantor has formed The Thistle Creek Homeowners' Association, Inc. (hereinafter referred to as the Association), an Ohio non-profit corporation.
33. The Association shall have full responsibility for complete maintenance of the Common Area landscaping at the entrances.
34. The Association shall separately bill the Owners of the 3 rear lots for annual snowplowing and any required driveway maintenance. After construction of the 3 rear lot homes is complete, the Developer shall install an asphalt driveway.
35. Every record Owner of a fee simple title to any lot in the Subdivision, as a condition of ownership, shall be a member of the Association. As a member, each Owner agrees to abide by the Articles of Incorporation, Code of Regulations and Resolutions of said Association. Upon the sale of each subplot to an Owner (not a builder holding for an Owner or for dwelling for sale), the purchaser shall pay an initial assessment of \$200.00 to the Association through escrow to initially fund the obligations of the Association. Thereafter, the purchaser shall pay an annual fee of \$200.00 per year. The Association Fee will be reviewed annually and adjusted as necessary by the Developer or Association. Developer/Grantor and any Builder owned lot shall not be required to pay such assessments for any unsold lots remaining in the Developer's/Grantor's name.
36. The Association shall have two classes of voting members, as follows:  
  
Class "A"- Class A members shall be Owners, with the exception of the Grantor, and shall be entitled to one voter for each lot owned. When more than one person holds an ownership interest in a given lot, all such persons shall be members, and the vote for each

lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class "B"-The Class B member shall be the Grantor, who shall be entitled to exercise ten votes for each lot owned by Grantor. Each lot sold by Grantor, its successors and assigns shall be converted to Class A membership upon title transfer. The Class B membership shall cease upon the transfer of all sublots in the Subdivision.

37. Grantor hereby covenants, for each lot within the development, and each owner is hereby deemed to covenant by acceptance of the Deed for such owner's lot, whether or not it shall be expressed in the Deed, to pay the Association: (1) general assessments; and (2) special assessments. Such assessments shall be made equally against each subplot owned by a Class A member, with the exception of the 3 rear lot owners who will have an annual assessment for snowplowing and maintenance. The amount and frequency of such assessments shall be determined by the majority vote of the Association and shall be an amount necessary to fund operations required of the Association and promote the health, safety, and welfare of the residents of the development.
38. Any association fee or assessment not paid within thirty (30) days after the due date shall be deemed to be in default and shall bear interest from the due date at the rate of twelve (12%) per annum. The Association may bring an action against the owner personally obligated to pay the same or may foreclose the lien against the lot.
39. General and Special Association assessments, together with interest, costs and reasonable attorney fees, occasioned by an owner's delinquency in payment of any assessments as hereinafter provided, shall be a charge on the land and a continuing lien upon each lot upon which such assessments are made. Each assessment, together with such interest, costs and attorney fees, shall also be a personal obligation of the owner of the lot at the time the assessment falls due, but such personal obligation shall not pass to a successor in title to the lot, unless expressly assumed by each successor.
40. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage on a lot, but shall not be subordinate to any other mortgage lien unless the written consent of the Association to such further subordination is recorded in the Geauga County Recorder's Office. A sale or transfer of any lot shall not affect the assessment lien against the lot, provided, however, the sale or transfer of any lot pursuant to foreclosure, or any proceeding in lieu thereof at which the assessment lien is duly recognized as a claim against the sale proceeds, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No

sale or transfer shall relieve a lot from liability for any assessments thereafter becoming due or from the lien for such assessment.

41. Declarant hereby establishes an Architectural Control Committee (Committee) consisting of three members, two of whom shall be approved builders appointed by the Declarant and the remaining member shall be the Declarant or a representative duly appointed by the Declarant. The Committee may unanimously designate a representative to act for it. Declarant shall have the sole power to appoint the other committee members as long as Grantor retains ownership to any subplot in the subdivision. At such time as all of the sublots have been sold by the Grantor, Declarant shall no longer retain a position on the Committee. After all lots have been sold and all dwellings to be built have been approved, the Architectural Control Committee shall be turned over to the Homeowner's Association.
42. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 15 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.
43. A failure of the Grantor, his successors or assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this Declaration of Restrictions shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further succeeding breach or violation thereof, and the Grantor, its successors and assigns, shall at any and all times, have the right to enforce the same.
44. Until such time as all of the lots within the Thistle Creek Subdivision have been sold, the Grantor, its successors and assigns, reserve the right to waive, amend, change or cancel any and all of the restrictions contained in this Declaration.

These covenants are to run with the land and shall be binding upon and be for the benefit of the Grantor and all parties and persons claiming under him for a period of thirty (30) years from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended successively in increments of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

45. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.



46. Invalidation of any one of these covenants by judgement or a court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
47. In the event of any dispute or enforcement of any covenant arising out of or relating to these restrictions, it is agreed that the exclusive forum for determination of any and all such disputes shall be Geauga County Common Pleas Court. Grantor and all owners of lots in the subdivision waive their right to a jury trial. The prevailing party shall be entitled to recover its attorney fees and costs incurred in regard to any dispute or enforcement action.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

DECLARANT:

Thistle Creek Development LLC.

\_\_\_\_\_  
Richard A. Sommers, Managing Member

STATE OF OHIO            )  
  )     SS:  
COUNTY OF GEUAGA    )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Richard A. Sommers, Managing Member of Thistle Creek Development LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

\_\_\_\_\_  
Notary Public

Prepared by:

Thistle Creek Development LLC.  
Box 1102  
Chardon, Ohio 44024