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Lawrence County, OH
SHARON GOSSETT HAGER COUNTY RECORDER
File# 2024-00004684

BK 1239 PG 508-513

**LAWRENCE COUNTY
LAND REUTILIZATION CORPORATION
LAWRENCE COUNTY, OHIO**

AMENDED DECLARATION OF PROPERTY RESTRICTIONS AND COVENANTS

THIS DECLARATION is made this 17th day of September, 2024 by Lawrence County Land Reutilization Corporation, a Ohio nonprofit corporation (hereinafter referred to as (Owner) having its principle place of business at 327 Vernon Street, Ironton, Ohio 45638.

WITNESSETH

WHEREAS, Lawrence County Land Reutilization Corporation (LCLRC) is the owner in fee simple of certain real property located in the County of Lawrence, and the State of Ohio, and

WHEREAS, Lawrence County Land Reutilization Corporation will purchase additional real property in the County of Lawrence, and

WHEREAS, Lawrence County Land Reutilization Corporation contemplates selling said parcels and further contemplates that said purchasers will construct dwelling houses and/or other improvements upon said parcels; and

WHEREAS, Lawrence County Land Reutilization Corporation desires to impose certain covenants, conditions, and restrictions on the property which shall be binding upon all purchasers of each parcel, owners of said parcels or any portion thereof, mortgages or persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors, and assigns, and successors in title of any of them.

NOW THEREFORE, Lawrence County Land Reutilization Corporation, for the benefit of itself, its successors and assigns, in title to any of said parcels, and in consideration of the premises and for the purpose of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the real estate herein above described shall hereinafter, in addition to any easements, right-of-way, building and use restrictions, laws, ordinances and lawful requirements of the proper public authorities, be subject to the following covenants, conditions and restrictions, which shall hereafter be taken to be covenants running with the land and binding on all purchasers and/or owners of the parcels, mortgages, or person holding or entitled to hold any interest therein, and their respective heirs, executors administrators, successors and assigns, and successors in title of any of them:

If any Party hereto, or its successors, assigns, heirs, executors, or administrators shall violate any of the following covenants and restrictions, it shall be lawful for Lawrence County Land Reutilization Corporation and/or any person or persons owning any real property in this Subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration shall be deemed to be covenants running with the land herein described as the premises and not conditions and shall bind the Declarant and all owners of building lots, their respective heirs, successors or assigns. This declaration shall create privity of contract and/or estate with and among all owners of all or any part of the premises, their heirs, executors, administrators, successors or assigns.

Lawrence County Land Reutilization Corporation further reserves for itself, its successors and assigns, the rights to grant additional easements for the purpose of the development of the real estate and permit deviation or grant a variance from, or to change, waive or modify any and all of the covenants, conditions and restrictions contained in this document, and, if in its sole judgment the development or lack of development on adjoining or adjacent property or topography of the land involved in Lawrence County Land Reutilization Corporation is judgment makes such course necessary or advisable, with the understanding that the Developer herein may assign or relinquish the power herein reserved in the event it decides to do so.

The invalidation of any part of the covenants, conditions, and restrictions contained in this instrument shall in no way affect the remainder thereof and the same shall continue in full force and effect.

This Declaration may be amended or canceled only by an instrument in writing, signed by the owners of the property and by the Lawrence County Land Reutilization Corporation, certifying that both parties have agreed to amend or cancel this Declaration. Any amendment or cancellation hereto shall be promptly filed for record with the Lawrence County Land Reutilization Corporation.

1. Continuity of Construction

All improvements commenced on the Property shall be prosecuted diligently to completion. All improvements shall commence no later than six (6) months from date of transfer and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the Board of the Lawrence County Land Reutilization Corporation. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction does not begin within the six(6) month period for commencement within the required 12-month period for completion, the Land Bank may impose a fine of less than One Hundred Dollars (\$100.00) per day on the Owner of the parcel until constructions resume, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control.

2. No Improper Uses

No improper, offensive, hazardous or unlawful use shall be made of any living unit or parcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any residential owner or occupant of the project. Property owners shall observe and obey all valid laws, zoning ordinances and regulations of all governmental authorities. Violations of laws, orders, rules, regulations, or requirements of any governmental authority relating to any living unit or lot shall be corrected by, and at the sole expense of the property owner of the living unit or parcel.

3. Trash and Other Materials

The parcel owner shall regularly pick up all garbage, trash, refuse or rubbish on the parcel, and no property owner or resident shall place or dump any garbage, trash, refuse, rubbish or other materials on any other portions of the project land. All garbage, trash, refuse or rubbish must be placed in the appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a living unit or fenced in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

4. Restrictions and Covenants

Now therefore the above parties hereby declare all of the properties described above shall be held, sold, and conveyed subject to the following easements, covenants, and conditions which are for the purpose of protecting the values and desirability of, which shall run with, the real property and be binding on all parties having any right, title, or interest in the described or any part thereof, their heirs, successors and assigns, and shall to the benefit of each owner thereof, as follows.

- A. These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of ten (10) years from the date of the transfer of property from the Lawrence County Land Reutilization Corporation.
- B. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damage.
- C. Invalidation of any of these restrictions and covenants by judgment of court order shall in no way affect any of the other restriction and covenant which shall remain in force and effect.
- D. This premises shall be used for single family private residence purposes only, however, including such outbuildings thereon as shall be necessary to said private residences.
- E. There shall be a twenty-five 25-foot building set back or according to any recorded plat encompassing said property, on all street lines and no part of a dwelling or other building shall be erected or maintained within five (5) feet of either side of the premises.
- F. This premises shall not be used for any purpose or any manner which may endanger the health or unreasonably disturb the quiet enjoyment of adjoining neighbors' premises.
- G. No junked or dismantled automobiles shall be kept or maintained on any lot.

- H. No livestock and/or dog kennels shall be maintained and/or kept on the property.
- I. The property shall be used for the purposes to which it was sold by the Lawrence County Land Reutilization Corporation to the current owner.
- J. Any of the preceding restrictions and covenants may be altered upon expressed written consent of the Board of the Lawrence County Land Reutilization Corporation.

5. Maintenance of Hedges and Plants on Undeveloped Parcels

Each owner of an undeveloped parcel is responsible for maintaining the parcels such that the grass and vegetation does not exceed a height of 6 inches, or if subject to any village or city ordinance then not to exceed said ordinance. Owners of undeveloped parcels are responsible for contracting with a lawn service provider of their choice or maintaining the parcel themselves, to mow on a schedule that will assure the 6-inch rule is met or any corresponding village or city ordinance. Frequency of mowing will vary depending on moisture and weather conditions.

6. Maintenance of Lot and Home

Buyer shall maintain and repair its parcel, and the home and other improvements located thereon in good order and safe and sanitary condition and are at all times kept in good condition and repair and adequately painted or otherwise finished with a trim, neat yard such that they do not become unsightly or fall into disrepair and/or adversely affect the safety and usefulness of the property. Approved siding shall be constructed from at least eighteen inches from the ground with concrete cinder block not being visible from above eighteen inches from the ground. In the event of damage or destruction to any home or other improvements which are located on such lot, buyer shall cause such home or other improvements to be repaired or removed within a reasonable period and restored to an orderly and attractive condition. This provision may be altered upon express written consent of the Board of the Lawrence County Land Reutilization Corporation.

7. Driveways, Walks and Parking Lots

Asphalt or concrete for drives and parking lots are acceptable and concrete for sidewalks is approved. Parking lots shall be made of the same material of like manner of any adjacent parking lots. If there would occur two different material parking lots adjacent to the property, the higher grade of material shall be used in the construction of the new lot. Parking Lots shall not be comprised of gravel or mere dirt. This provision may be altered upon express written consent of the Board of the Lawrence County Land Reutilization Corporation.

8. Property Taxes

Buyer shall keep not allow the property taxes to become delinquent. Further, Buyer shall not incur any assessments against the property. This provision may be altered upon express written consent of the Board of the Lawrence County Land Reutilization Corporation.

9. Retroactivity

This Amended Declaration of Restrictions and Covenants shall not be retroactive to any property sold by the Lawrence County Land Reutilization Corporation prior to the execution of this document.

10. Full Compliance

Any failure to abide by the restrictions and covenants as set forth above shall be subject to immediate legal action by the Lawrence County Land Reutilization Corporation to enforce the restrictions and covenants including the attorney fees and costs incurred thereon.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on this 17th day of September, 2024.

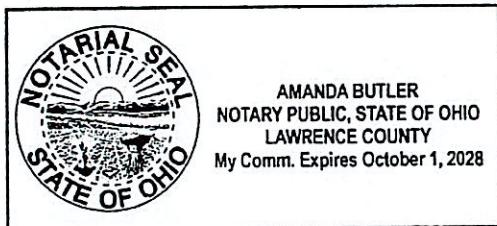


Marie McKenzie, Director
Lawrence County Land Reutilization Corporation

STATE OF OHIO)
COUNTY OF LAWRENCE) ss:

Before me a Notary Public, in and for said County personally appeared the above named MARIE MCKENZIE, Director, Lawrence County Land Reutilization Corporation, who acknowledged that she did sign the forgoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Ironton, Ohio this 17th day of September, 2024.



Amanda Butler
Notary Public

RECORDER PLEASE CROSS REFERENCE TO OFFICIAL RECORD VOLUME 1238, PAGE 539.