

## DECLARATION OF RESTRICTIVE COVENANTS FOR PEBBLE BROOK ESTATES SUBDIVISION

*KNOW ALL MEN BY THESE PRESENTS*, that:

WHEREAS, the undersigned, PEBBLE BROOK 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 nine (9) sublots on the property described in Exhibit "A;" and

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 the "PEBBLE BROOK ESTATES" subdivision located in the Village of Grand River, County of Lake, and State of Ohio, as more fully described in Exhibit "A" attached hereto.

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.
2. All dwellings shall have customary siding and exterior surface coverings. No metal siding is allowed.
3. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. All privacy fences shall be white vinyl, black powder coated aluminum, or wrought iron. No chain link or wood 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 defined on the plat or as otherwise required by the Village of Grand River. 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 concrete. The hard surface driveway shall be installed within six months of occupancy of the dwelling to be constructed on the lot.

6. Landscaping shall be installed within twelve months (12) of occupancy of the dwelling to be constructed on the lot.

7. Clothes lines of any kind or other apparatus for the drying of clothes are prohibited on the exterior of any structure or upon the any yard area.

8. 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.

9. All permitted outbuildings shall have siding and roofing that match (including the color) the siding and roofing materials installed on the dwelling erected on the lot.

10. 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.

11. 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 Village of Grand River regulations must be followed and shall supersede this restriction.

12. The Grantor, its successors and assigns, in conjunction with the Village of Grand River and/or the Village Engineer, 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 Village Engineer.

13. 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 Village of Grand River Planning Commission 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. No lot may be used for access to adjacent properties.

14. The Owners of sublots 1 and 9 shall have full responsibility for complete maintenance of the landscaping and grass at the entrance to the Subdivision.

15. A failure of the Grantor, its 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.

16. Until such time as all of the lots within the Pebble Brook Estates 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.

17. 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.

18. 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.

19. 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.

20. 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 Lake 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:

Pebble Brook Development, LLC.

by: \_\_\_\_\_  
George E. Davis, III, in his capacity as  
Managing Member

STATE OF OHIO            )  
                                  )  
COUNTY OF LAKE        )        SS:

No oath or affirmation was administered to the signer with regard to the notarial act.

Before me, a Notary Public in and for said county and state, personally appeared George E. Davis III, Managing Member of Pebble Brook Development Company LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the company.

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

This instrument prepared by:

Joseph P. Szeman (0064822)  
Hennig, Szeman & Klammer Co., L.P.A.  
8500 Station Street, Suite 245  
Mentor, Ohio 44060

EXHIBIT "A"  
Legal Description