

MOUNT HOLLY PRESERVE, PHASE 2
JOSEPH SCOTT JR. MILITARY SURVEY #586
BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO

TAX MAP DEPARTMENT BLOCK
PARCEL ID #03-20-19F-026

DEDICATION FOR PUBLIC USE AND ACKNOWLEDGMENT

We, the undersigned, as all of the record owners and lien holders of the lands herein platted, do hereby accept and adopt the said plat and voluntarily consent to execution and recording of same, and we hereby dedicate all streets (right of way), pedestrian walkways, parks or public grounds and public easements as shown to public use forever as public facilities for purposes of ingress and egress, construction, operation, maintenance, repair, replacement and/or removal of public utilities and access during times of such construction and for the express privilege of removing any and all trees or other obstruction to the free use of said streets, rights of way, and public utilities which are to be maintained as such forever. Said streets and utilities shall be constructed in accordance with the specifications established by the Board of County Commissioners of Clermont County, Ohio as they may from time-to-time amended and acceptance of said improvements shall be in accordance with the provisions of Chapter 711 of the Ohio Revised Code.

The remaining easements shown on this plat are granted for the construction, operation, maintenance, repair, replacement or removal of private utilities or other service, private connection of sewer and water utilities and for surface water control and are established for the purpose and benefit of all property owners within the platted area, their heirs, successors and assigns, forever.

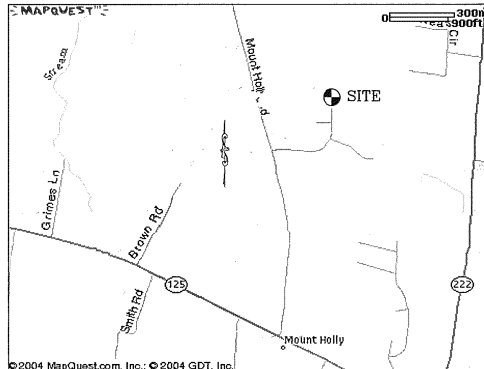
OWNERS:
Witness
Witness

US BRONCO SERVICES INC.
Owners
Trustee

Witness
Witness
Lien Holder:
Witness
Witness
Witness
Witness
Witness

OWNER:
U.S. BRONCO SERVICES, INC
C/O JOSEPH KULIFAY, TRUSTEE
P.O. BOX 18-099
HAMILTON, OHIO 45018

ORIGINAL ACREAGE = 41.730 Ac.
ACREAGE IN LOTS = 30.234 Ac.
ACREAGE IN ROADS = 2.930 Ac.
REMAINING ACREAGE = 8.566 Ac.



DECLARATION OF COVENANTS AND RESTRICTIONS

1. SINGLE FAMILY RESIDENCES. No lot shall be used except for single family residence purposes.
2. BUILDING AND STRUCTURES. No building or structure shall be erected, placed or permitted to remain upon any lot except one single family residence not to exceed two stories in height. All garages must be attached to such single family residence. No other structure shall be erected, placed or permitted to remain upon any lot. The word "structure" as used herein means anything or object, the placement of which upon any lot, may affect the appearance of such lot, including, without limitation, any building, garage, shed, barn, greenhouse, co-op, house trailer, or any other improvement on such lot, except that temporary structures are permitted under Paragraph 12 below. It is further provided, however, that the word "structure" does not include covered or uncovered patios, swimming pools, both houses, walls and fences, or storage sheds containing less than seventy-two (72) square feet of floor space, however, fences and walls are restricted under Paragraph 9 below. No swimming pools that are entirely above ground and partially above ground shall be permitted.
3. SETBACK LINES. The minimum house setback from right of way line is 50'. The minimum side yard line is 15'. The minimum rear yard line is 35'. The Batavia Township Zoning requirements should also be adhere to.
4. ANIMALS AND PETS. No animals of any kind shall be kept or maintained on any lot, except household pets, such as cats and dogs, provided that they are not in violations of Paragraph 13 below pertaining to prohibited activities.
5. SIGNS. No sign, billboard, or advertisement of any kind shall be displayed on or about any lot to public view except for signs advertising the property for sale or rent, or signs used by the Owner to advertise or promote the subdivision.
6. LANDSCAPING CONSIDERATION. Each house must be sodded or seeded in the front yard and rear yard portion as soon as possible.
7. EXTERIOR SURFACES OF BUILDINGS. No free standing antennae, satellite dishes or receivers are permitted. No signs will be affixed to or placed upon the exterior walls or roof or any part thereof on any building with the exception of one sign of reasonable size advertising the sale or rental of the property.
8. MINIMUM AREA REQUIREMENTS. No residence shall be erected within the subdivision, nor any residence be altered, in such a manner that the enclosed living area of such residence shall be less than 1,450 square feet for a single story home and 1,650 square feet for a two-story home, unless approved by Owner. "Living Area" shall not include any garage or basement area.
9. FENCES AND WALLS. Any fence or wall which exceeds four (4) feet in height (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the area); or any fence of the chain link variety; or any fence extending past the front plane of any residence or within the setback lines as set forth in or referenced in Paragraph 3 herein are not permitted.
10. PARKING OF TRUCKS AND OTHER VEHICLES. No trucks, boats, trailers, campers, mobile homes, buses or step-vans shall be permitted to be parked upon any lot or in front of and lot, except any such vehicles may be stored or parked in an enclosed garage. It is further provided that any vehicles being used for the purpose of construction, delivery, or repair work upon any lot shall be permitted to park on or in front of any lot.
11. DIVISION OF LOTS. No lot shall be re-subdivided except as approved by the Owner, provided, however, the Owner shall approve conveyance between adjoining lot owners to adjust a boundary so long as an additional building site is not created.
12. TEMPORARY STRUCTURES. During construction of a structure upon a lot, a temporary construction office shall be permitted while the subdivision is under development, provided that said construction office is actually used in connection with the construction on the lot.
13. PROHIBITED ACTIVITIES. Except as otherwise provided herein, no industry, business, trade, occupation, profession or commercial activity or any kind shall be conducted, maintained or permitted on any lot.
14. GREEN BELT EASEMENT RESTRICTION. Within the area designated on these plans as a green belt easement, no live trees may be removed. No building or structure may be constructed within this easement. To the maximum extent possible no construction or earth disruption shall be permitted within such green belt easement area. Storm pipe/storm water management facility, sanitary, driveway or water line construction are permitted within such green belt easement area. Provided, however, said construction shall be kept to the smallest amount of area possible. It is the intent of this easement for property to remain in its natural state, however, new plantings will be allowed.
15. LANDSCAPE MAINTENANCE. In the event that the decision is made to install gas lights or landscaping at the entrance or other location within the subdivision, the cost and maintenance shall be jointly maintained by the owners and successors in title to each lot with this subdivision. The owners and successors in title to each of said lots shall from time to time, elect one of their numbers to act as agent for the group to provide for proper maintenance of said gas lights or landscaping including weed and grass cutting. Said agent shall assess all of said cost equally against said lot owners who will pay such charges to the agent within 30 days after billing. Any unpaid assessments shall become a lien against any such lot in default upon certification by the agent to the Recorder of Clermont County, Ohio. Such certification shall contain a description of the property, the name and names of the owner, and the amount of the delinquent assessment. Said lien shall remain valid for a period of five (5) years and may be foreclosed by the agent on behalf of the lot owner. All of the foregoing covenants, conditions, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot within the subdivision, regardless of how title was acquired. Until January 1, 2010, on which date, these covenants, conditions and restrictions shall be automatically extended for successive periods of ten years unless on or before the end of one such extension period, the owners of 75% of the lots in the subdivision, shall, by written instrument duly recorded, declare an amendment or termination of any or all of these covenants, conditions or restrictions. These covenants, conditions and restrictions shall be covenants running with the land and the breach of any of them or continuous of any such breach by any lot owner may be enjoined or remedied by appropriate proceedings at law or equity by the Owner or by the owner of another lot in the subdivision, but by no other person. If the Owner employs counsel to enforce any of the foregoing covenants, conditions, or restrictions by reason of any such breach, all cost incurred in such enforcement, including a reasonable fee for counsel, shall be paid for by the owner of such lot or lots. No delay or omission on the part of the Owner or the owners of other lots in the subdivision in exercising any rights, power, or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein containing, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owner for or on account of his failure to bring any action on account of any breach of these covenants, conditions or restriction, or by imposing restrictions herein which may be unenforceable by the Owners. If any one or more of the foregoing covenants, conditions, or restrictions shall be declared to be null and void for any reason by a court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect any of the covenants, conditions, and restrictions not so declared to be void shall continue unimpaired and in full force and effect.

ZONING CERTIFICATION

I hereby certify that this subdivision satisfies all applicable requirements of the zoning district governing the use of the land at the time of execution.

Clermont County Zoning Inspector
1-13-04

This plat has been approved by the Clermont County Planning Commission and the Recorder of Clermont County, Ohio, is hereby authorized to file this plat for record.

Approved: 28 APRIL 2004
Clermont County Planning Commission

By: [Signature]
Authorized Representative

Approved: 4-23 2004
Clermont County Engineer

By: [Signature]
Authorized Representative

Approved: 4/28 2004
Clermont County Sewer & Water

By: [Signature]
Authorized Representative

Approved: 4/28 2004
Clermont County WMSC

By: [Signature]
Authorized Representative

By resolution, the Clermont County Commissioners hereby approve the Performance Bond for the construction of the public improvements required by the Subdivision Regulation of Clermont County, Ohio, which has been filed with the Clermont County Commissioners. However, we specifically reserve our acceptance of the streets on this plat as public roads until such time as they have been constructed in accordance with the Clermont County specifications adopted by Clermont County, the construction of said streets have been certified as complete by Clermont County Engineer and a Resolution so stating has been adopted and placed on record by the Clermont County Commissioners.

The Clermont County Commissioners assume no legal obligation to maintain or repair any open drainage ditches or channels designated as "Drainage Easements" on the plat. The easement area of each lot and all improvements with it shall be maintained continuously by the Home Owners Association. Within the easements, no structure, planting, fencing, culvert or other material shall be placed or permitted to remain which may obstruct, retard or divert the flow through the water course.

ATTEST:
[Signature]
Clerk

[Signature]
[Signature]
Clermont County Commissioners

629-2163
Plat Number Assigned
04-28-04

See Declaration in 04-1769 PG. 1169

RECORD PLAT

LANSDALE SURVEYING, INC
1008 MAIN STREET - (ST. RT. 28)
MILFORD OHIO 45150
PHONE (513) 831-9970

DATE: Mar. 16, 2004
DRAWN BY: MRH
SCALE:
Sheet 1 of 4

DRAWING NUMBER
02-127

