

## **DECLARATION OF COVENANTS AND RESTRICTIONS FOR MT. HOLLY PRESERVE**

U.S. Bronco Services, Inc., (hereinafter sometimes called Owner) being the Owner of the following described property and the individual owners, situated in Scott's Military Survey, Batavia Township, Clermont County, Ohio and being lots 1 thru 80, Mt. Holly Preserve, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Clermont County, Ohio Recorder's Office ("Property"), have established a general plan for the improvement and development of the Property, and do hereby amend the established covenants, conditions and restrictions upon which all lots and portions of such lots shall be improved or sold and conveyed by the Owner, and has achieved a 75% or greater votes in which to make this amendment. All of these covenants, conditions and restrictions are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to the benefits of and bind each of the successors in interest to the present owner thereof All of these covenants, conditions and restrictions are imposed upon each of such lots and are to be construed as restrictive covenants running with the title to such lots, and with each and every parcel thereof;

1.     **SINGLE FAMILY RESIDENCES.** No lot shall be used except for single family residence purposes.
2.     **BUILDINGS 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, double-wide prefabricated units, or any other improvement on such lot, except that temporary structures are permitted under Paragraph 12 below. All buildings and structures shall be maintained in a normal fashion. It is further provided, however, that the word “structure” does not include covered or uncovered patios, swimming pools, bath houses, walls and fences; or storage sheds containing less than or equal to One Hundred Twenty (120) square feet of floor space and standard door height and must aesthetically compliment the primary structure, however, fences and walls are restricted under Paragraph 9 below. No permanent swimming pools that are entirely above ground and partially above ground shall be permitted. House plans must be approved in writing by the Owner before construction can commence.

3. **SETBACK LINES.** The minimum home 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 violation of Paragraph 13 below pertaining to prohibited activities.

5. **SIGNS.** No sign, billboard, or advertisement of any kind shall be displayed, with the exception of small scholastic achievement signs or small political signs less than 2’ x 3’ posted for sixty (60) days or less, 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 but within 6 months of completion of home construction. The lawn and landscaping must be maintained in a normal fashion.

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 all 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. A section of privacy fence no taller than 6' and spanning no greater than 40' and meeting all of the above criteria will be allowed in select areas around pools and patios. Trees and shrubs are the preferred natural privacy barriers.

10. **PARKING OF TRUCKS AND OTHER VEHICLES.** No commercial trucks, pickup trucks exceeding 1 ton class, boats, trailers, campers, mobile homes, buses, box trucks or stepvans shall be permitted to be parked upon any lot or in front of any lot, except any such vehicles may be stored or parked in an enclosed garage. Recreational vehicles may be on the lot for less than 7 days while being prepared for use and shall not be used as a living quarters. 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 of any kind shall be conducted, maintained or permitted on any lot.

14. **GREEN BELT EASEMENT RESTRICTIONS.** 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. **MAINTENANCE OF STORM DRAINAGE DETENTION/RETENTION BASIN EASEMENT BY HOME OWNERS ASSOCIATION AND LANDSCAPE MAINTENANCE.** Notwithstanding any other provisions contained herein to the contrary, it shall be the responsibility of the owners and successors in title to each lot within this subdivision jointly maintain all structures, appurtenances and easement areas of storm water

detention/retention basins, as a Home Owners Association. The owners and successors in title to each of said lots shall from time to time, elect one of their members to act as agent for the Home Owners Association to provide for such maintenance. Said agent shall assess all of said costs equally against said lot owners who will pay such charges to the agent within thirty (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 Recorder of Clermont County, Ohio; such certification shall contain a description of the property, the name and address 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 Home Owners Association.

In 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 thereof shall be handled pursuant to the above procedure.

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, 2016**, 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 the 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 costs 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 contained, 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 restrictions, 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, but all of the remaining covenants, conditions and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, Joseph Kulifay and U.S. Bronco Services, Inc. have caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2010.

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