

# CHADWICK'S CLAIM

## PROTECTIVE COVENANTS AND RESTRICTIONS

1. These covenants and restrictions are for the benefit of all the lot owners and are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots, it is agreed to change said covenants in whole or in part.
2. It shall be lawful for the Developer or any other person or persons owning any real property situated in Chadwick's Claim to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or restriction herein contained.
3. Invalidation of any one of these covenants, by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.
4. No lot shall hereafter be subdivided into parcels for additional residential purposes.
5. No building shall be located nearer to the front lot or nearer to the side street line than the building set-back line as shown on the recorded plat.
6. No noxious or offensive trades or activities shall be carried on upon any lot, nor shall anything be done thereon, which may be or become any annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, including trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently. Construction or storage trailers or sheds are permitted for builders while buildings are under construction.
8. No lot shall be used as a dumping ground for rubbish. Trash, junk, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage, or disposal of such material, shall be kept in a clean and sanitary condition, and shall not be visible from the street or neighboring lots.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept or maintained for any commercial purpose. All animals shall be taken care of so as not to be neighborhood nuisances, and sanitary conditions must be maintained at all times. A maximum of (1) animal is permitted to be kept as an outside animal. Dog runs shall not be permitted.
10. No buildings, structures or other improvements of any kind shall be erected or placed on any lot of this subdivision without prior written approval of a detailed site plan showing the buildings, structures and other improvements and a separate building plan showing any buildings of the Developer or his assigns. All building plans and site layout plan are to be reviewed and approved by the Developer or his assigns for square footage, outside elevations, materials, colors, building location, paving location and other site improvements of any kind. The Developer or his assigns shall approve or disapprove design plans, etc. within 15 days of submission by builder. In so passing upon such plans, the Developer may take in consideration, in its sole discretion, the suitability of the proposed dwelling house, structures and other improvements of any kind and the materials of which any such items are to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the dwelling house, structures and other improvements of any kind as planned on the outlook from adjacent neighboring property.
11. The owners of all the lots in the within subdivision shall be required to maintain storm water drainage ways in accordance with the drainage easements so that the normal flow of water will have no interference. All lots owners shall indemnify and hold harmless the Developer and his assigns from any liability or damages as a result of altering the existing drainage path on the lot.
12. The total floor area of the main structure, exclusive of open porches, garages, or steps shall not be less than one thousand eight hundred (1,800) square feet, in the case of one (1) story structures and twenty-four thousand (2,400) square feet in the case of one and one half (1-1/2) story or more structures. The exterior of any building shall be fully completed within a period of seven months from the time construction is commenced.
13. The Developer or his assigns must approve landscaping plans prior to completion of dwelling construction. Landscaping requirements include a minimum of three (3) front yard shade trees (2" or larger diameter) and a minimum of five (5) other trees or shrubs. All sod, trees, shrubs, and seed must be installed prior to closing out of construction loan, or adequate escrow to insure completion of landscaping must be agreed upon by Builder and lending institution. Builders and owners of lots shall be responsible at their own cost to insure that the landscape plans also adheres to Clear Creek Township buffer and screening ordinance.
14. The grade on any lot shall not be materially altered or changed so as to adversely affect or interfere with any other owner.
15. Easements affecting lots shown on the record plan are reserved for utility installation, maintenance, and surface water drainage. Any improvements made on any easement by the property owner are made at the risk of the property owner.

16. Each lot shall use a mailbox and post approved by the Developer and shall maintain and replace same if damaged.
17. No fences, walls or hedges shall be erected or placed on any lot nearer to any street than the minimum building set-back line as shown on the recorded plat. The Developer or his assigns must approve all fencing plans.
18. Builders and owners of lots shall be responsible for the cleaning and removal of mud or debris on the streets caused during construction and may be billed by the Developer or his assigns for the cost of such cleaning and /or removal.
19. Builders and owners of lots shall be responsible for maintaining the roadway ditch along the frontage of their lot. Builders and owners are responsible to restore and seed the ditch areas disturbed due to the construction activity on their lot and may be billed by the Developer or his assigns for the cost of such restoration and / or seeding.
20. Builders and owners of lots are responsible to install the culvert for their drive in the roadway ditch in such a manner that it will not impede the drainage in the ditch. In the case that the installed culvert impedes the proper drainage in the ditch, builders or owners will be responsible at their cost to adjust the culvert and grade the ditch to insure proper drainage.
21. Automotive or other vehicle repair shall not be permitted on any lot. However, an owner shall be permitted to make minor repairs to his own licensed vehicle in his garage.
22. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot.
23. Any lighting used to illuminate yard areas shall be equipped with suitable shielding or be designed as to avoid casting direct light on any other lot.
24. Each dwelling shall have public water and private sewage disposal, the location and construction of which shall be approved by the proper health authorities.
25. Satellite receivers are prohibited in front and side yards. Such devices may be installed in the rear yard or on the house if not visible from the street with the approval of the Developer or his assigns. Such approval shall be conditioned upon compliance with any conditions the Developer deems reasonable such as, location, size and screening.
26. No paving of any sort shall be installed on any lot except to the extent specifically approved pursuant to the provisions of Section 10 of these Covenants and Restrictions. Without limiting the foregoing, no basketball courts, tennis courts or other paved areas designated for recreational use shall be permitted.
27. All public accessed utilities, specifically electric, telephone and cable TV shall be underground from existing service lines at nearest street point to primary residence on each lot and shall be installed and maintained at the Owners expense.
28. No oil tanks are permitted in the development.
29. No garage, barn, stable, or other accessory building shall be constructed or erected upon any lot prior to the construction of the main residence.
30. No signs of any type shall be erected, posted or displayed upon any residential lot, excepting street and identification signs installed by the Developer or his assigns and excepting one (1) temporary real estate sign, not exceeding five (5) square feet in area, erected upon any lot advertising the property for sale or rent or signs used by builder to advertise the property during construction and sales period. If signs are not removed within forty-eight (48) hours of notification, the builder and/or Owner shall be subject to a One Thousand dollar (\$1,000) fine, which may be secured by liens placed on the property according to the deed restrictions. All builders' signs shall be removed from all lots thirty (30) days after occupancy or earlier at the request of the Owner.
31. The roof pitch on any residence or accessory building shall be a minimum of 5/12.
32. No above ground pools will be permitted. In ground pools must comply with setback and easement restrictions according to Clear Creek Township.
33. All driveways shall be concrete, brick or pavers with exception to flag lots may be asphalt. The Developer may grant a variance on any lot. All driveways shall be completed within eighteen (18) months after owner occupancy.
34. Lots 62 and 63 shall be responsible to maintain the monument on their perspective lots.
35. Lots 62, 63, 65 or 66 shall not have direct access from Harlan Road.

In accordance with Federal Law at 40 CFR Part 122, the Developer has been issued a National Pollutant Discharge Elimination System (NPDES) Permit by Ohio EPA. The permit number is OHR109852. It is required that each lot owner file with the Ohio EPA an Individual Lot Notice Of Intent (NOI) Form before the start of any construction activity on the lot. The Developer does not retain any responsibility regarding any pollution to any water bodies resulting from construction activity on any lot not owned by him.

### **Drainage Statement**

The Warren County Commissioners assume no legal obligation to maintain or repair any open drainage ditches or channels designated as "drainage easements" on this plat. The easement area of each lot and all improvements within it shall be maintained continuously by the lot owner. 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 watercourse.

#### **Restrictions By the Warren County Combined Health District**

Warren County Combined Health District has final approval on the number of bedrooms and the location of buildings on each lot with regard to sewage system approval.

All drainage easements must maintain the flow of the stream in an unobstructed manner, and there will be no ponds constructed within the easement.

The signing of this document acknowledges the Purchaser(s) received a copy of the Declaration of Covenants, Conditions, and Restrictions for Springboro Station at the time of purchase.

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Witness

Purchaser

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Date

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Witness

Purchaser

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Date