

## **THE CONSERVANCY, PROTECTIVE COVENANTS AND RESTRICTIONS\***

All the parcels in The Conservancy shall be subject to the following restrictions:

1. These covenants and restrictions are for the benefit of all the owners and are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for successive periods of ten (10) years. These restrictions may be terminated in the year 2007 or on the commencement of any successive ten year period by filing for record in the Office of the county Recorder of Greene County, Ohio, a written statement of election to terminate these restrictions executed and acknowledged by the owners of a majority of the then owners of the lots in the subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect. Covenants numbered 11, 39, 40, & 42 may not be terminated and are not subject to change.
2. It shall be lawful for Seaboard Realty Co\*\*, or any other person or persons owning any real property situated in The Conservancy 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 and either to prevent him or them from so doing or to recover damages or other dues from such violations.
3. All lots in this plat shall be known and described as residential lots.
4. All numbered lots in this subdivision shall be known as single family residences. No tract shall be re-subdivided into smaller tracts for additional residences.
5. No Residence building having less than 2200 square feet of floor space for single-story and 2400 square feet for bi-levels and two stories exclusive of porches, garages and basements shall be erected on any tract in this subdivision. All buildings shall be of conventional design.
6. All residences shall have an attached or enclosed garage, for not more than four (4) cars, either directly attached or by a connection breezeway, and shall be of like design and material as the main residence. Bi-levels and dwellings not to exceed two (2) stories high. Detached garages and storage buildings must be approved by the developer.
7. No trailer, defense cabin, tent or shack is permitted on this land, nor is any basement, garage or other outbuilding at any time to be used as a temporary or permanent residence.
8. No noxious or offensive trade shall be carried on this land, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No business is permitted.
9. No unused building material, junk or rubbish shall be left exposed on any tract except during actual building operations.
10. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any tract and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.
11. Any lot area reserved for the natural flow of surface water shall at all times be kept free from any obstructions to the natural flow of surface water, and any improvements made on or under easement are subject to prior review and approval by the Greene County Engineer.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
13. No fence shall be erected any nearer the road than the building set-back line unless same shall be a hedge or shrub growth no to exceed three (3) feet in height. No garden shall be planted any nearer the road than the building set-back.
14. The plat developer (Seaboard Realty Co.) or its representative reserves the right to review and approve all plans for square footage and outside elevations before construction and must be reviewed and approved before permit is applied for at County/Township.
15. A specific area has been designated for an on-site-sewage disposal system for each lot in this subdivision by the Greene County Combined Health District. All building sites shall be approved by the Greene County Combined Health District for location of house, septic system and well.
16. Whenever heating is by geothermal or ground water means, facilities shall be included that provide for water withdrawn for this purpose to be returned to the level from which extracted, thereby avoiding unnecessary depletion of the ground water. The Greene County Combined Health District must review and approve the geo-thermal well installation and use.
17. No building shall be built outside of approved home site without the express written approval of design and/or placement of said structure without the expressed written approval of the developer (Seaboard Realty Co.) or its representative.
18. No above-ground swimming pools shall be constructed on any tract.
19. No animals, livestock or poultry of any type shall be kept, bred, boarded or maintained for any commercial purpose. No more than three (3) household pets may be kept in a single family tract. The term "household pets" is defined as a domestic dog or cat weighing less than 100 pounds and specifically excludes horses, cows, chickens, pigs, goats, snakes and all other wild animals whether trained or not.
20. All driveways shall be paved with asphalt or concrete within one (1) year of completion of dwelling.
21. Driveway culverts shall be constructed according to the standard design and shall be concrete with stone facing. Detailed construction drawing shall be obtained from the developer. Any deviation from the standard design must be approved by the developer.
22. All mailboxes shall be of uniform design and construction. These mail boxes shall be purchased from the developer. Purchaser shall maintain and replace the same if damaged.
23. No exterior of any structure shall have exposed concrete block or "raw" unfinished concrete.
24. All buildings shall be fully completed on the exterior within a period of one year from the time of beginning of construction.
25. Any building on the land that is destroyed partially or totally by fire, storm or any other means shall be replaced or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

26. No building upon any lot may be permitted to fall into disrepair. Buildings must at all time be kept in good condition, adequately painted or otherwise finished.
27. One (1) free standing radio tower or television antenna will be permitted on lots only and shall be constructed within two (2) feet of the building. No television antenna or radio tower, either free standing or roof construction type, shall be permitted to extend more than twelve (12) feet above the ridge line of the adjacent roof or the ridge line of the roof upon which it is constructed. No satellite dish antenna shall be erected without approval of the Developer (Seaboard Realty Co.) as to size and location and shall be so erected as to be screened from view of adjoining lot owners to the maximum extent practical and to blend with the harmony of the landscape.
28. Any propane tank, fuel oil tank or any other storage tank must be approved in writing by the developer, and must comply with rules on matter of fuel storage tanks by the State Fire Marshall as administered by the Greene County Building Inspection Department and Plumbing Inspection.
29. No sod, earth, sand or gravel shall be removed from any tract for commercial purposes.
30. All buildings & accessory buildings shall be placed back of the property set-back lines as shown on the subdivision drawing and not nearer than twenty-five (25) feet to any side or fifty(50) feet to any rear property line.
31. No trees shall be cut, removed or intentionally destroyed for at least one (1) year following the completion of the dwelling except for those that are dead and those that are in the building line.
32. Persons buying lots for investment or later construction must keep lot properly mowed and groomed.
33. Professional builders or subcontractors must be used in home construction. No do-it-yourself construction will be permitted.
34. No rear or side yard fence shall exceed 42" (inches) in height , all patio and privacy fences must be approved by the developer. No wire fences will be permitted. All tennis court and pool fencing must be approved by the developer.
35. New homes must have a light post and (electric eye) light bought from the developer to be set back from the edge of pavement a distance of fifteen (15) feet from the street and within the driveway. In addition the developer shall install a light for corner lots on the corner lots. The owner of corner lots shall supply electric to said lights.
36. Whenever possible, every effort must be made to have a side or rear entrance to garage. This can be flexible, with developer's approval.
37. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found in violation.
38. 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.
39. All overland drainage swales and streams are to remain unaltered and/or as developed to facilitate overall control of the drainage network system as designed for the plat, unless approved by the County Engineer.
40. Access to Lot Nos. 1, 2, 19, 20 will be to the cul-de sacs with no access to Trebein Road. Access to Lot Nos. 1, 4, 17 and 20 will be accessed to cul-de-sacs with no direct access to Grand Portage Trail. Lot Nos. 65 & 66 will be accessed by Passage Key Trail with no direct

access to Trebein Road. Lot Nos. 21, 29, 38 & 48 will be accessed to cul-de-sacs with no direct access to Grand Portage Trail.

41. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
42. Maintenance of the landscaping in the 0.0096 acre median of Grand Portage Trail shall be the responsibility of "The Conservancy Homeowner's Association", as recorded in the Official Records of Greene County, Ohio.
43. No cutting of trees or undergrowth within the drainage easements along the north sides of Lot Nos. 11 through 19 shall be permitted without express written permission from the developer. All requests for cutting shall be in writing to the developer.

\*Seaboard Realty Co. is now known as Nutter Enterprises, Ltd.

\*\*Covenants and Restrictions have been copied for Marketing Purposes from Covenants and Restrictions for Sections One, Two and Three.