

Woodland Greens Homes Association Protective Covenants and Restrictions

Preface

The following is a compilation of Restrictions and Covenants that are a part of the platting of Woodland Greens II, Sections 1 through 8. Variations for Woodland Greens Sections 7 and 8, and 9 through 13 are indicated by addendum reference numbers.

All have been properly presented to and accepted by necessary public officials, bodies, and commissions as prescribed by Ohio law. Additional Restrictions and Covenants apply to lots on private streets, i.e. Sections 7 and 8, Eagle Ridge and Toftrees.

Protective Covenants and Restrictions

"The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all the parties and all persons owning lots in Woodland Greens, or claiming under them.

If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants and or restrictions hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision, to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent them from so doing or to recover damages for such violation, or both."

I. Reservations

- A. Title to all streets, drives, boulevards, and other roadways, and all easements, is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.
- B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.
- C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by Grantor, by instrument recorded in the Office of the County Recorder of Warren County or by express provisions in conveyances. (1)
- D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways, and all easements shown on the recorded plat of the subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provisions of utility services.
- E. Grantor reserves the right to make minor changes in and additions to all easements for the purposes of most efficiently and economically installing utility systems.
- F. Neither Grantor nor any utility company using the utility easements shall be liable for damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.
- G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the subdivision by contract, deed, or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed

by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

- H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each residence in the subdivision shall, at the expense of the owner or builder of the residence, have a trench opened from the residence to the utility easement across the lot upon which the residence is being built, for installation of a telephone service cable, and the owner or builder shall close the trench after installation of the cable. The exact location of trenches shall be designated by the telephone company. Each residence shall also be provided with conduit, pull wire and a minimum of two outlet boxes, at the owner's or builder's expense, for the installation of telephone wiring and equipment. Trenching, filling, conduit and other items to be performed or provided by the owner or builder, shall comply with specifications provided by the telephone company.
- I. An underground electric distribution system will be installed in the part of Woodland Greens Two Subdivision, Sec. 1, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Woodland Greens Two, Sec. 1. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained the electric service to each lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase 120/240 volt, three wire, 60 cycle, alternating current.
- J. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the subdivision, for a sales office, a model home or model homes, and parking related to such sales office and model homes. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Grantor.

II. Administration

- A. Grantor shall be responsible for the organization of an Ohio nonprofit corporation, which may be named "WOODLAND GREENS HOMES ASSOCIATION", hereinafter called "the Association," and for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter called "the Committee." The Association shall be governed by its articles of incorporation and by-laws and the committee shall be governed by its by-laws. Until such time as Grantor has sold all of the residential lots in all Sections of WOODLAND GREENS within the boundaries shown on the preliminary plat of WOODLAND GREENS prepared by Woolpert Engineering, Grantor shall name the Directors of the Association and the Members of the Committee.⁽²⁾
- B. Grantor shall, upon the sale of all of the residential lots of WOODLAND GREENS, but no later than the year 1998, issue memberships in the Association to the owners of such lots as such owners are shown on its records. The Members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and by-laws; and the Association shall thereupon and thereafter name the Members of the Committee.
- C. The Association shall function as the representative of the owners of the lots in the subdivision for

the purposes herein set out as well as for all other purposes consistent with the creation and preservation of a first-class residential subdivision. The Association shall, by way of illustration, enforce the Restrictions, act through the Committee to approve or disapprove plans, publish architectural standards bulletins, and perform such functions as herein provided for the Committee.

- D. Grantor, the Association and the Committee, as well as their agents, employees and architects shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in A properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, and the Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds. (3)
- E. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, of any residential lot in the subdivision until the complete plans and specifications and a plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:
1. Two (2) complete sets of plans and specifications shall be delivered to the coordinating architect (or the Committee, if there is no coordinating architect). Such plans and specifications shall be reviewed as to quality of design, workmanship and materials, harmony with exterior design with existing or approved structures, and location with respect to topography and finish grade elevations. Such approval is to be based on the applicable requirements and restrictions set out herein.
 2. If found to be in compliance with these restrictions, one set of plans and specifications shall be returned to the owner or builder marked "Approved by Woodland Greens Architectural Standards Committee." Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.
 3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved." Disapproved plans and specification shall be accompanied by a reasonable statement of items found not to comply with these restrictions.
 4. If no action is taken on plans and specifications within sixty (60) days after their delivery to the Coordinating Architect or Committee, they shall be deemed approved on the 60th day after such delivery.
 5. The Committee may require payment of a cash fee, not to exceed \$50.00 to partially compensate for the expense of reviewing plans and specifications, at the time they are submitted for review.
 6. The Committee shall from time to time promulgate and publish Architectural Standards Bulletins. A copy of the Bulletin in effect at the time will be furnished to owners and builders on request. Such Bulletins supplement these Restrictions and are hereby incorporated herein by reference. They may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

III. Restrictions

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A. Residential Purpose

1. This subdivision shall be used for private single family residences only, except for realty sales previously stated in Section I, Paragraph J.
2. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision, provided such portion constitutes a private single family residence.
3. No building upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

B. Building Sites and Construction

1. The living area of the main structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall be not less than 2,000 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be at least 25% more, or a total of 2,500 square feet for both stories. No residence may exceed two stories in height.
2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars nor more than three cars must be provided and all garages must be attached to the main structure unless otherwise approved by the Committee.
3. All appurtenances including but not limited to swimming pools and tennis courts will not be constructed without the written consent of the Committee.
4. No building shall be occupied during construction.

C. Building Locations

1. No building shall be located nearer to the lot line or nearer to a side street lot line than is permitted by building setback lines as shown on the recorded plat drawing.

D. Facing of Residences

1. Residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat, unless alternate facing is authorized by the Committee.

E. Fences, Walls, Hedges and Landscaping

1. No wire or chain link fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property or the Woodland Greens Homes Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Woodland Greens Homes Association and such encroachment is wholly at the risk, and removal shall be solely at the expense of the owner.
2. No fence or hedge shall be permitted to extend nearer to any street than the minimum building setback line or the front of the building, whichever is further from the street.
3. No fence shall be permitted on any property line adjacent to the golf course. This shall include lots hereinafter known as golf course lots.
4. Landscaping plans must be submitted within 30 days after the completion of the construction for approval by the Committee. All landscaping must be completed within 150 days after submitting.

F. Driveways

1. Driveway locations and specifications shall be approved by the Committee.

G. Walks

1. Walks from the street curb to the residence shall have minimum widths of 4 feet.

H. Yard Lighting

1. Each residence shall have an electric light fixture on a pole or post in the front yard. The fixture will have an electronic eye to operate for the outside environment. The design and location of the yard light shall be subject to the approval of the Committee.

I. Miscellaneous

1. No trash or other refuse shall be dumped on any vacant lot.
2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or person on any lot or adjacent lot, shall be promptly removed or repaired, and if not removed by the owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.
 - 2a. The Association may, but shall not be required, maintain any vacant lot to prevent any unsightly appearances.
3. Owners of any Golf Course lots defined as those adjacent to the Sycamore Creek Country Club will not grow nor permit to grow, varieties of grasses or other vegetation which, in the opinion of the Golf Course Greenskeeper, is inimical to golf course grasses or vegetation, in the area of lots adjacent to the Golf Course. Such owners may, however, with the prior approval of the Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation, and then, after the installation of such barriers, may grow such grasses or vegetation adjacent to the Golf Course.
4. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.
5. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of three (3) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
6. No owner shall permit anything or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and street curb, neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.
7. Each owner of a lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract including landscaping of any lots in said tract was completed by Grantor.
8. Each owner of a lot in the subdivision agrees for himself, his heirs, assigns, or successors

in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

9. Easements to permit the doing of every act necessary and proper to the playing of golf on the golfcourse adjacent to the lots which are subject to these restrictions, are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.
10. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed upon a lot.
11. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes not exceeding 8 square feet in area. The latter sign must be a sign furnished or approved by the Committee. Exception being a permanent entrance sign installed by the Grantor.
12. No outside clothes line or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.
13. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
14. No golf cart, tent, mobile home, trailer of any kind, or similar structure, and no truck, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction, reconstruction or repair of any work or improvements.
15. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrainers, or the like, shall be kept on any lot other than in the garage.
16. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.
17. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.
18. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within a building unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or to restrict the overhead distribution of three-phase primary power supply to the subdivision by the utility company.
19. Any building on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land

restored to an orderly and attractive condition.

20. The invalidity, violation, abandonment or waiver of any one or more of or any part of reservations, restrictions or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions or other improvements hereof or parts hereof as to all the land.
21. No lot shall hereby be subdivided into parcels for additional residential purposes.
22. No person shall install any pump, piping, device, apparatus, or other such system for discharging sump pump effluent into a public right of way without approval of the Warren County Engineer.
23. One 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. (6) (7) (5)

J. Duration

1. These restrictions shall remain in full force and effect until the year 2009, and shall be automatically extended for successive ten (10) year periods, provided however, that these restrictions may be terminated in year 2009, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Warren County, Ohio, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area 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.

ADDENDUM:

- (1) All driveways shall be accessible for emergency vehicle turnaround and each driveway is subject to a specific easement for this purpose.
- D. Subject to the foregoing to the extent not to conflict herewith Grantor hereby grants to the Woodland Greens Homes Association all of its right, title and interest in and to that certain 50' easement for road and utility purposes, including the 29' private street located therein, as noted the the Record Plan of Woodland Greens Two.
- Section Seven, specifically reserving, however, the right to access to, (hereinafter "the easement") over and through said easement for the public use to and including emergency services and public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provisions of utility services. The reservations of right of access for utility purposes shall e for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes including systems of electric lights and power supply, telephone service, gas, water and sewerand utility systems resulting from advances in science and technology now located or to be located within the easement or accessible only through the easement. Notwithstanding the above, the Grantor hereby grants to the owner of each lot in this section the right of ingress and egress over the 29' private street located therein for the purpose of ingress and egress to the nearest dedicated street.
- E. The responsibility for maintenance (including snow removal), repair or replacement of that certain 29' private street within the easement servicing individual residence in Woodland Greens Two, Section Seven, shall belong to Woodland Greens Homes Association (subject however to the reservation by Grantor set forth in D above)
- (2) There shall also be established a separate Woodland Greens Two, Section Seven, maintenance committee hereinafter called the "Maintenance Committee" within the Woodland Greens Homes

Association.

- (3) E. All of the owners of lots in Woodland Greens Two, Section Seven, shall be members of the Maintenance Committee. The purpose of the Maintenance Committee shall be to provide for the maintenance (including snow removal), repair and replacement of the 29' private street within the easement servicing individual residences. The Maintenance Committee shall be responsible for identifying those service entities who shall actually undertake the maintenance (including snow removal) repair or replacement function herein set forth. All contracts for maintenance (including snow removal), repair or replacement shall be recommended by the Maintenance Committee to the Board of Managers of Woodland Greens Homes Association. All such contracts shall be between the Association and the service entity performing the work. The 29' private street base and pavement has been installed according to the State of Ohio specifications for base and pavement. The Maintenance Committee shall maintain the 29' private street base and pavement to at least the same standards. The Grantor warrants the efficiency and structural integrity of the base and pavement for a period of one year from the date of installation.
(Paragraph "E" becomes 'paragraph "F" in Sections 7 & 8)
- (4) A. It is hereby understood that the 29' private street is not intended to ever become a public street. If the property owners in the future request that the private street be changed to a public street, such request may or may not be approved. If approved, before dedication and acceptance of the private street as a public street, the property owner shall bear full expense of reconstruction or any other action necessary to make the street fully conform to the requirements applicable at the time for public streets including design, construction and material standards. (Thereafter paragraph "A" becomes "B", "B" becomes "C" and so on)
- (5) K. 1. Assessment by the Association for the maintenance (including snow removal) repair or replacement of the 50' easement located in Woodland Greens Two, Section Seven (and private street located therein) and insurance shall be made in the manner provided herein. The owner of any lot within Woodland Greens Two, Section Seven, by acceptance of the deed therefore whether or not it shall be so expressed in such deed is deemed covenant and agreed to pay the Association:
- a) Annual assessments or charges which shall include by way of example items of maintenance and repair, contract services and insurance premiums, and
 - b) Special assessments other than annual items of replacement, repair and reserves in connection with new items to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The assessment as to each lot shall not commence until such time as expenses are incurred for maintenance (including snow removal), repair and replacement of the easement.
2. The proportionate share of the separate owners of the respective lots and the common expenses for the maintenance (including snow removal), repair and replacement of the easement is based upon the following formula:
- $$\text{Cost} \times \frac{1}{\text{The total number of lots in the Woodland Greens Two, Section Seven Plat}}$$
3. No owner may exempt himself from liability for the assessment herein imposed.

4. Notwithstanding anything to the contrary contained in these restrictions, if the Association shall incur any cost or expense for or on account of any items of maintenance, repair, or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any owner, such cost and expense shall not be borne by the Association, shall be paid or reimbursed to the Association by such owner as a special assessment forthwith upon the Association's demand.
5. Any sum due to be paid by any owner to the Association, as a regular or special assessment as provided in One (1) hereof or otherwise, which shall not be paid when due, shall bear interest until paid at the maximum rate allowable by law, and if there is no maximum, then the greater of a rate of eight percent (8%) for the prime rate then being charged by national banks in Dayton, Ohio. If any such sum shall not be paid when due, the Association shall have the right upon not less than fifteen (15) days notice such owner to collect such sum and collect reasonable attorney fees and all other expenses incurred by the Association in connection therewith.
6. In a voluntary conveyance of a lot, the Grantee of the lot shall be jointly and severally liable with the Grantor and his lot for the share of the expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amount paid by the Grantee therefore. However, any such Grantee of his first mortgagee lender shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessment against the Grantor due the Association and such Grantee shall not be liable therefore.
(Paragraph "K" becomes Paragraph "I")

(6) No satellite disk, whether permanent or moveable, will be permitted on any lot.

(7) 24. The existing structure, located on Lot Number 207, Woodland Greens Two, Section 9 is an exception to these above restrictions. Any restoration, remodeling or reconstruction shall be approved by the Grantor.

Notes 1 through 5 apply to Woodland Greens Sections 7 & 8 only.