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Certificate of Partnership
filed in accordance with
Sul. 1777.02 ORC.

Joyce B. Thall
Recorder
Butler County, O.

1608 PAGE 454

DECLARATION OF PROTECTIVE COVENANTS

RECORD Deed
OFF 2400

EMERALD HILLS SUBDIVISION, FIRST ADDITION

BUTLER COUNTY, OHIO

TRANSFER NOT NECESSARY
DANIEL S. WURST
BY 9-2-87 JMB DEPT.
AUDITOR, BUTLER CO., OHIO

35277

KNOW ALL MEN BY THESE PRESENTS of this "Declaration of Protective Covenants" for the Emerald Hills Subdivision, First Addition, made this 29th day of August, 1987, by Emerald Hills, S.W.H., an Ohio partnership, hereinafter referred to as the "Developer".

WHEREAS, the Developer is the owner of all the land comprising the Emerald Hills Subdivision, First Addition, which has been platted and recorded in Plat Book 1533, Page A and B of the Butler County Records and includes lots numbered five (5) through twenty three (23), and is located in the County of Butler, Township of Liberty, State of Ohio, and is more specifically described on Exhibit "A" attached hereto, and hereinafter referred to as the "Land"; and

WHEREAS, the Developer intends to develop a planned residential subdivision on the Land including subdivision platted lots or parcels;

NOW THEREFORE, the Developer hereby declares the Land, specifically including lots numbered 5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22 and 23, to be subject to the following conditions, standards and covenants, hereinafter referred to as the "Covenants", all of which are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Land and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Land. All of the Covenants shall run with the Land and shall be binding upon

all parties having or acquiring any right, title or interest in the Land, and shall be for the benefit of each owner of any portion of the Land, or any interest therein, and shall inure to the benefit of and be binding on each successor in interest and each mortgagee of the owners thereof; provided, however, that notwithstanding the foregoing, the Developer may from time to time amend, waive, release, modify or terminate any or all of the Covenants as provided herein. The Covenants are to run with the land and shall be binding on all parties owning property in said subdivision and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change or terminate said Covenants in whole or part.

The Covenants are as follows:

1. **ZONING:** All residences and other auxiliary structures to be constructed on the Land shall be subject to all applicable zoning and subdivision regulations, building and occupational codes, and all applicable laws, statutes, ordinances and governmental regulations.
2. **CONSTRUCTION:** The exterior of the home, including the yard, driveway, walls, patios, etc. shall be completed according to the approved plans within nine months from the beginning of construction.
3. **BUILDINGS:** No residence or auxiliary shall be erected, placed or altered on any part of the lot until detailed construction plans and specifications and a plot plan showing the location of the proposed residence and/or auxiliary structure have been approved, in writing, by the Developer, as to the quality of construction, harmony

of external design with existing or possible future residences and/or auxiliary structures in the subdivision and as to location with respect to the topography and finished ground elevation. Auxiliary structures may only be erected contemporaneously with or subsequent to the erection of the residence. The Developer shall approve or reject an applicant's plans and specifications and plot plan within thirty (30) days of submission..

4. SETBACKS: All residences or any extensions or additions thereto must be set back a minimum of fifteen (15) feet from the side lot line and a minimum of fifteen (15) feet from the rear lot line. All other setback restrictions for residences shall be dictated by the subdivision plat. The location of all auxiliary structures must be approved by the Developer whose decision will be influenced by the proximity of the structure to other property owners and relation of the structure as it affects the adjacent owner's view and other detrimental functions.

5. LIVING AREA: All lots shall be used for single family, residential homes only. The minimum living area for the following style homes, exclusive of garages, basements, porches, breezeways and lower laundry rooms, shall be:

Single family

Single story - 2200 Square Feet
Split Level - 2300 Square Feet
Two Story - 2300 Square Feet

6. GARAGES: All dwellings shall have two or three car garages which shall be attached or built-in. Detached garages are prohibited.

7. TEMPORARY STRUCTURES: No structure of a temporary character,

nor any tent, trailer, camper, shack, barn or other outbuilding, shall be constructed, situated, used or permitted to remain upon any lot at any time, either temporarily or permanently, as a residence or a living quarter.

8. UTILITIES, SWIMMING POOLS, ETC.: Fuel tanks, pumps or any other private utility shall be placed underground or inside of the dwelling, except air conditioning equipment and solar systems provided exterior designs are approved by Developer. No above ground swimming pools or satellite dishes are permitted.

9. GARBAGE AND REFUSE DISPOSAL: No part of the Land shall be used or maintained as a dumping ground for rubbish or as a storage area for implements, building material, etc. except during the construction period. Trash, garbage or other waste shall be stored in sanitary containers and such containers shall be kept in a clean, orderly and sanitary condition and located at the rear or side of any lot. Lot owners shall keep the premises free and clear of rubbish, broken down vehicles and other unsightly objects.

10. PROHIBITED USES: No noxious or offensive activity shall be carried on upon a lot nor shall anything be done thereon which may become an annoyance, a nuisance, or a hazard to the neighborhood. No animal or livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pet, providing they are not kept, bred, or maintained for any commercial purpose.

11. SIGNS: No sign of any kind shall be displayed except one sign of not more than four (4) Square Feet advertising any lot for sale with the exception of the Developer's signs.

12. LANDSCAPE: Seeding or sodding of lot, and basic landscaping

shall be completed at time of completion of home and/or occupancy. The owner of each lot whether in residence on the lot or not shall keep the grass and weeds cut so that the appearance of the ground is not detrimental to the neighborhood occupants.

13. **FENCING:** No metal or chain link fence shall be permitted on any lot. No fencing shall be constructed forward of the building set back line.

14. **VEHICLES:** No tractors of any size or trucks in excess of 3/4 ton may be stored out of doors or parked overnight on any lot in the subdivision at any time. Small boats, campers, motor homes may be stored out of doors at the rear of the dwelling, if such vehicle is not visible from the street.

15. **DRAINAGE:** The owners of all the lots in the within subdivision shall be required to maintain storm water drainage ways in such a manner that the normal flow of water will have no interference. Any approved storm drainage systems and detention basins for each individual lot shall be maintained by the respective lot owners.

16. **ENFORCEMENT:** Enforcement of these Covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any of the Covenants, and any such proceeding shall be for the purpose of restraining any such violation, to recover damages and for any and all relief provided for by law or equity. Any party successfully enforcing these Covenants by proceedings at law or in equity against any person violating or attempting to violate these Covenants shall be entitled to recover a reasonable attorney's fee from the violating party, including any attorneys' fees incurred in connection with trial and appellate

proceedings.

17. ARCHITECTURAL CONTROL COMMITTEE: The Developer may, at its option, establish an Architectural Control Committee to assist it in the making of decisions concerning the land use and planning within the subdivision. The Developer may, at its option, delegate to such Committee some or all of the rights, privileges, power and authority reserved and retained by the Developer within these Covenants.

18. ENTRY SIGNAGE/LANDSCAPING AND MAINTENANCE FOR COMMON AREAS: Each lot owner shall pay a pro rata share of the expenses needed to preserve, maintain, repair and replace the Common Areas of the subdivision which may include land set aside for storm water retention and expenses to maintain signage which may be located adjacent to Hamilton-Bethany (Princeton) Road on lots numbered 2 and 3 of the Emerald Hills Subdivision which is recorded in Plat Book 1400, Page A of the Butler County Records. Each lot owner's pro rata share shall be equal to one nineteenth (1/19) times the annual expense incurred. The Developer intends to plat approximately 21.4 additional acres of land located to the immediate south of the Land herein and this additional land shall be known as Emerald Hills Subdivision, Second Addition. Upon the platting of this additional land, this Declaration of Protective Covenants shall apply to the land of the Second Addition also and each lot owner of both Additions shall then be responsible for their pro rata share (based upon the total number of lots for both Additions) of the expenses needed to preserve, maintain, repair and replace the Common Areas of both Additions. At the beginning of each calendar year, each lot owner shall pay in advance an amount designated by the Developer to the Developer (or the Architectural

Control Committee, if subsequently established by the Developer). All funds so collected shall be used solely for the maintenance of landscaping, signage, mowing of grass, utilities which may serve the Common Area and the maintenance and repair of any retention pond(s). The Developer (or Architectural Control Committee) shall provide an annual accounting of said expenses which shall include a handling and managing expense for these services.

19. SEVERABILITY: Invalidation of any portion of one or more of the Covenants or provisions by judgment or court order shall in no way affect any of the other Covenants or provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Emerald Hills, S.W.H., an Ohio Partnership by and through Daniel L. Wheeler, Charles Timothy Sizemore and Robert F. Henderson hereby duly execute this Declaration of Protective Covenants as of the 29th day of August 1987.

Marion K. Wheeler
Witness
Kenneth D. Jameson
Witness

EMERALD HILLS, S.W.H.
By: [Signature]
Daniel L. Wheeler

Marion K. Wheeler
Witness
Kenneth D. Jameson
Witness

By: [Signature]
Charles Timothy Sizemore

Marion K. Wheeler
Witness
Kenneth D. Jameson
Witness

By: [Signature]
Robert F. Henderson
Robert F. Henderson

STATE OF OHIO)
COUNTY OF Hamilton) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Daniel L. Wheeler, Charles Timothy Sizemore and Robert F. Henderson for Emerald Hills, S.W.H., an Ohio partnership, who acknowledged that they did sign the foregoing instrument for and on behalf of said partnership and that the same is the free act and deed of said partnership and of themselves individually and as a general partners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Cincinnati, Ohio this 24th day of August, 1987.

ALICE SADAHO SUMMERS, Notary Public
in and for the State of Ohio *Alice Sadako Summers*
Notary Public since June 29, 1992

This instrument prepared by Kenneth David Jameson, Attorney at Law

List of Proposed Amendments to the Covenants of Emerald Hills Subdivision.

Amendment 1

To change the "Developer" to "Home Owners Association -Officers" in Covenants 3 and 4. Effective date October 18, 2002

Original:	Adopted Change:
<p>3. <u>BUILDINGS</u>: No residence or auxiliary shall be erected, placed or altered on any part of the lot until detailed construction plans and specifications and a plot plan showing the location of the proposed residence and/or auxiliary structure have been approved, in writing, by the Developer as to the quality of construction, harmony of external design with existing or possible future residences and/or auxiliary structures in the subdivision and as to location with respect to the topography and finished ground elevation. Auxiliary structures may only be erected contemporaneously with or subsequent to the erection of the residence. The Developer shall approve or reject an applicant's plans and specifications and plot plan within thirty (30) days of submission.</p> <p>4. <u>SETBACKS</u>: All residences or any extensions or additions thereto must be set back a minimum of fifteen (15) feet from the side lot line and a minimum of fifteen (15) feet from the rear lot line.</p> <p>All other setback restrictions for residences shall be dictated by the subdivision plat. The location of all auxiliary structures must be approved by the Developer whose decision will be</p>	<p>3. <u>BUILDINGS</u>: No residence or auxiliary shall be erected, placed or altered on any part of the lot until detailed construction plans and specifications and a plot plan showing the location of the proposed residence and/or auxiliary structure have been approved, in writing, by the Home Owners Assoc/Officers as to the quality of construction, harmony of external design with existing or possible future residences and/or auxiliary structures in the subdivision and as to location with respect to the topography and finished ground elevation. Auxiliary structures may only be erected contemporaneously with or subsequent to the erection of the residence. The Officers shall approve or reject an applicant's plans and specifications and plot plan within thirty (30) days of submission.</p> <p>4. <u>SETBACKS</u>: All residences or any extensions or additions thereto must be set back a minimum of fifteen (15) feet from the side lot line and a minimum of fifteen (15) feet from the rear lot line.</p> <p>All other setback restrictions for residences shall be dictated by the subdivision plat. The location of all auxiliary structures must be approved by</p>

influenced by the proximity of the structure to other property owners and relation of the structure as it affects the adjacent owner's view and other detrimental functions.

the **Home Owners Assoc/Officers** whose decision will be influenced by the proximity of the structure to other property owners and relation of the structure as it affects the adjacent owner's view and other detrimental functions.

All current structures are grand fathered into this addendum.

Amendment 2

To bring Covenant 8 into compliance with Federal regulations on satellite dishes. Effective date October 18, 2002

Original:	Adopted Change:
<p>8. <u>UTILITIES.SWIMMING POOLS ETC</u>: Fuel tanks, pumps or any other private utility shall be placed underground or inside of the dwelling, except air conditioning equipment and solar systems provided exterior designs are approved by Developer. No above ground swimming pools or satellite dishes are permitted.</p>	<p>8. <u>UTILITIES.SWIMMING POOLS ETC</u>: Fuel tanks, pumps or any other private utility shall be placed underground or inside of the dwelling, except air conditioning equipment and solar systems provided exterior designs are approved by Home Owners Assoc/Officers. No above ground swimming pools are permitted. Satellite dishes must be less than one meter (39 inches) in diameter and mounted to the side, the rear, or on the roof of the main building in an unobtrusive manner.</p>

Amendment 3

To clarify restrictions on Fencing. Effective date October 18, 2002

Original:	Adopted Change:
<p>13. <u>FENCING</u>: No metal or chain link fence shall be permitted on any lot. No fencing shall be constructed forward of the building set back line.</p>	<p>13. <u>FENCING</u>: No chain link, mesh or wire fencing shall be permitted on any lot. As per Liberty Township Regulations, no fencing shall be constructed forward of the building set back line.</p> <p>Conformance to all jurisdictional (Liberty Township, Butler County and State of Ohio) rules and regulations regarding fencing shall be the responsibility of each individual property owner.</p> <p>Exemptions: Painted aluminum or solid color plastic rail and picket fencing shall be allowed as a swimming pool or raised deck security fence.</p> <p>Vinyl coated steel mesh is permitted on split rail fencing.</p> <p>Grandfather Clause All presently installed fencing shall be considered as acceptable under what is commonly known as the Grandfather Clause.</p>

Amendment 4

To define the storage of campers and set forth the limitations.

Effective date October 18, 2002

Original:	Adopted Change:
<p>14. <u>VEHICLES</u>: No tractors of any size or trucks in excess of 3/4 ton may be stored out of doors or parked overnight on any lot in the subdivision at any time. Small boats, camper's motor homes may be stored out of the doors at the rear of the dwelling, if such vehicles is not visible from the street.</p>	<p>14. <u>VEHICLE - ADDENDEM</u> Addition: The only deeded lot (to have a camper stored out doors visible from the street) is 6424 Gemstone. This exception is granted solely to Roland and Debbie Amos, and is not assignable or transferable to future homeowners or occupants. Mr. & Mrs. Roland Amos are granted the right to park their camper for the time period of June 1st - Sept. 30th. Only one camper is permitted.</p>

ADDENDMENT 5

To create the Architectural Committee and set forth the responsibilities of the Committee. Effective date October 18, 2002

Original:	Adopted Change:
<p>17. <u>ARCHITECTURAL CONTROL COMMITTEE</u>: The Developer may, at its option, establish an Architectural Control Committee to assist it in the making of decisions concerning the land use and planning within the subdivision. The Developer may, at its option, delegate to such Committee some or all of the rights, privileges, power and authority reserved and retained by the Developer within these Covenants.</p>	<p>17. <u>ARCHITECTURAL CONTROL COMMITTEE</u> The Committee shall be composed of three members appointed by the Home Owners Association/Officers. The purpose of this committee is to ensure continuity with in the development. This will allow for improvements and growth for Emerald Hills and protect our property value. The Committee, will report back to the board within 30 days, the President and the Officers with have the final desicion. The Committee shall have the responsibility to review plans for construction of all primary residences in the Subdivision, additions and rebuilds has the authority and responsibility to review plans for construction of other structures. This includes projects that do not require permits such as sheds, gazebos, children's playhouse and doghouses. As well as any and all construction requiring a permit.</p> <p>No building, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to a structure on a Lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing.</p> <p>The Officer's must approve fences other than wood, brick, or natural stone, or review and approve new material types as they are introduce by manufacturers provided they meet the same standards as the existing fencing in the neighborhood.</p> <p>In the event the Officers fail to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval will be deemed to have been given.</p>

Amendment 6

To set and define the Terms of OFFICERS and ARCHITECTURAL Committee. Effective date October 18, 2002

Original:	Adopted Change:
	20. ARCHITETURAL COMMITTEE. The Architectural Committee will hold a term of 3 years. Reappoint is done by the EHHA Officers.