

DECLARATION OF PROTECTIVE COVENANTS
FOR
BECK RIDGE

1. All lots herein shown shall be subject to the following restrictions, which are hereby declared to be covenants running with the land and binding upon all lot owners, their heirs, successors and assigns.

These covenants and restrictions are for the benefit of all lot owners and are to run with the land and shall be binding upon all parties and all persons claiming under them for twenty (20) years from the date the Declaration is recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of 75% of the then lot owners, 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 Beck Ridge 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. Invalidation of any of these covenants by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.
4. All lots of this subdivision shall be known as residential lots. No structure shall be erected on any lot other than one detached single family dwelling, not to exceed thirty-five (35) feet in height exclusive of basement, and a private garage for not less than two (2) cars nor more than four (4) cars attached to the residence unless otherwise approved in writing by the developer.
5. No building shall be erected or placed on any lot of this subdivision without initialed approval of the design plan, materials, colors and location of the building, by the developer, who shall approve or disapprove design plan, etc., within thirty-one (31) days of submission by the builder. (Two sets of plans must be submitted to the developer, with one set returned with initialed approvals.)
6. No building shall be located nearer to the front lot line or nearer to the side lot line than the building setback line as shown on the recorded plat.
7. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of any lot.

8. No trailer, basement, tent, shack, barn, garage or other outbuilding erected in this plat shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.
9. Debris and unused materials shall be removed or stored out of sight immediately after construction is completed and an occupancy permit obtained.
10. Fences shall be kept in good condition, with broken components replaced and general appearance maintained to match adjacent properties. No chain link or metal fence will be permitted on any lot of this plat, unless approved by the developer. No fence shall be permitted to extend beyond the front line of the house, unless approved by the developer, or Owners Association.
11. No sign of any kind other than signs displayed by the developer in connection with development and/or sale of any part of the property shall be erected or permitted to remain in public view on any lot except residential sales or rental signs advertising the lot upon which they are located and not exceeding six square feet in size. No more than one of these permitted signs may be erected or permitted to remain on any lot.
12. Animals shall be limited to three (3) per lot, consisting of dogs, cats or other household pets. No animals shall be kept, boarded or maintained as such for use in commercial purposes.
13. The total floor area of the main dwelling structure, exclusive of open porches, basements, garages or steps shall not be less than sixteen hundred (1600) square feet. All dwellings and private garage structures must be completed within twelve (12) months of starting date.

No other structure or outbuilding shall be erected, placed or suffered to remain upon any lot except a private garage which will match the architecture of the residence and have compatible colors with the dwelling residence.

Masonry or wooden structures shall be erected. No used materials or siding other than these will be allowed, except exterior decorating effects after prior written developer approval.

No aluminum, vinyl or other plastic, artificial man made composition, T-11, or any other industrially synthesized materials may be applied to exterior structure surfaces without prior written approval of the developer.

Normal roof pitches shall be six in twelve (6/12) or greater, unless approved by the developer.

14. The minimum landscaping requirement shall be two hardwood trees one and a half (1-1/2) inches or more in diameter and ten (10) shrubs located in the front

yard area. All lots will have sod on front yards, side yards, and a minimum of fifteen (15) feet behind the residence rear foundation.

15. No above-ground swimming pools will be permitted.
16. The owners of all building lots within the subdivision shall be required to maintain storm water drainage ways in such a manner as to not interfere or hinder the normal flow of water.
17. Easements as shown on the recorded plat for each lot are reserved for utility installation, maintenance and repair and all surface water drainage. Any improvements made on such easements by the owner are made at the risk of the property owner.
18. No lot shall be used as a storage area for campers, boats, semi-trailers, trucks or any other type of trailer or vehicular equipment that would normally be stored inside a building. No junk or discarded automobiles, machinery or vehicles or parts thereof, or any waste materials shall be stored on any lot.
19. No lot hereafter shall be subdivided into parcels for additional residential purposes, unless approved by the developer.
20. No satellite dish antennas are permitted without the prior written approval of the developer as to their specific location.
21. Lot owners shall keep the premises neat and clean, the buildings well painted, and the yards well groomed and trimmed. The developer and his assigns reserve the right to enter upon the premises for the purpose of cutting grass, removing underbrush or debris, or filling in for any purpose to improve the appearance of the premises as developer or assigns may deem necessary, and to charge lot owners and assigns for the cost thereof. No rubbish or refuse shall be dumped on any lot. Trash, garbage or other waste shall be kept in sanitary containers.
22. Driveways shall be concrete, asphalt, brick or pavers.
23. Each lot shall use a mailbox and post, the design of which shall be approved by the developer in keeping with municipal and postal requirements.
24. No trees two and a half (2-1/2) inches in diameter or greater shall be removed from any area without the written consent of the developer.
25. Each residence will have an electric light fixture on a pole or post in the front yard. The post or pole shall be set back fifteen (15) feet from edge of pavement. Each light shall be wired to operate automatically by photoelectric cell. The design and location shall be subject to prior written approval of the

developer. The Owners Association may enter individual lots for lamp bulb, fixture, and post replacement.

26. Any exterior lighting on any lot shall be shielded or directed so as not to be offensive to any other lot as determined by the developer.
27. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Protective Covenants and Restrictions, the developer shall have the authority to grant reasonable variances from such provisions. No variance shall materially injure or adversely affect any other part of the property or any other owner or occupant. Notwithstanding the foregoing, it is the duty of the property owner to determine whether any relief that it is seeking from the Protective Covenants and Restrictions, as above described, requires a variance from the City of Springboro, Ohio, which has jurisdiction over zoning, site plan and subdivision matters. It is expressly understood the Developer has no authority to grant variances of such governmental approvals, permits, etc.
28. The developer shall have the right to enter upon any part of the property at any reasonable time to inspect for a possible violation of the Protective Covenants and Restrictions. The developer shall then have the right to abate and remove any structure, thing or condition causing the violation at the expense of the owner of the lot where the violation exists, without any liability to the owner for trespass or any other claim resulting from the entry.
29. Only approved builders will be permitted to build within the subdivision. The developer reserves the right to approve or disapprove builders wishing to build within the subdivision.
30. In the event any Protective Covenant and Restriction contained herein, or is otherwise contained within the Declaration of Covenants, Conditions and Restrictions for the Beck Ridge Owners Association is more restrictive than the City of Springboro, Ohio, Zoning Code, or any condition for the zoning, site plan, or subdivision approvals of this development, then in such event, the Protective Covenants and Restrictions and the Declaration shall control. In the event any Protective Covenant or Restriction of the Declaration more liberally describes or otherwise creates a variance of the City of Springboro, Ohio, Zoning Code or the zoning, site plan, or subdivision approvals for the subject property, then in such event, such provision shall be deemed void, and the City's Zoning Code and the specific zoning, site plan, subdivision or other approvals for this development shall control.