

# HERITAGE GLEN

## Covenants and Restrictions

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

"If the owners of such lots or any or 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 or such covenants and either to prevent them from so doing or to recover damages for such violation, or both."

### I. RESTRICTIONS

- A. During the initial construction, the Grantor reserves the right to all streets, drives, boulevards, and other roadways, and all easements as it relates to the construction activities of all public improvements, house construction, parking and storage of construction vehicles as well as the proper movement of traffic.
- B. Grantor dedicates the utility easements and rights of way shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of all public 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, if requested by the Montgomery County Planning Commission and subject to the Montgomery County Subdivision Regulations, with respect to such lots which have not been sold by Grantor, by instrument recorded in the Office of the County Recorder of Montgomery County or by express provisions in conveyances.
- 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 or the subdivision.
- 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 subject to the Montgomery County Subdivision Regulations.

- F. Neither Grantor nor any utility company using the utility easements shall be liable for any damage 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 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 or 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 Heritage Glen, Subdivision, with the exception of those lots backing up to already existing overhead facilities. 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, 120/140 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, excluding 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 "THE HERITAGE GLEN OWNERS' 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. Until such time as Grantor has sold all or the residential lots in all Sections of Heritage Glen, within the boundaries shown on the final plat of Heritage Glen, prepared by Northmont Engineering, Grantor shall name the Directors of the Association and the Members of the Committee.
- B. Grantor shall, upon the sale of seventy Five percent (75%) or all or the residential lots of Heritage Glen, but no later than the year 2004, issue memberships in the Association to the owner 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 of 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.

- 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 reviewed and approved by the appropriate Miami Township staff (where applicable) and 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 Heritage Glen 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 specifications 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 of Committee, they shall be deemed approved on the sixtieth (60th) day after such delivery.
  5. The Committee may require payment of a cash fee, not to exceed Fifty and no/100 Dollars (\$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 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

#### A. Residential Purpose

1. This subdivision shall be used for private single family residences only, except for realty sales previously stated in Section 1, 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, subject to the Montgomery County Subdivision Regulations.
3. No building upon any lot may be permitted to fall into disrepair. Building 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 not be less than 1,180 square feet; and in the case of any tri-level residence not less than 1,620 square feet; and in the case of a two story residence not less than 1,561 square feet of living area. 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 and driveways must be of sufficient size to accommodate not less than two cars, and all garages must be attached to the main structure unless otherwise approved by the Committee. Additionally all driveways will be of sufficient width to accomodate two cars.
3. All appurtenances, including but not limited to, inground swimming pools and tennis courts will not be constructed without the written consent of the Committee. Above ground swimming pools shall not be permitted.

## F. Walks

1. Walks from the street curb to the residence shall have minimum widths of four (4) feet, as required by the Montgomery County Subdivision Regulations..

## G. 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.

## H. 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 persons 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 the owner's expense and shall not be liable for damage done in such removal.
- 2a. The Association may, but shall not be required to, maintain any vacant lot to prevent any unsightly appearances.
3. 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.
4. 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.
5. 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 or 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.

6. 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 per the approved grading plan.
7. 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.
8. 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.
9. 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 six (6) square feet in area. The latter sign must be a sign furnished or approved by the Committee. Except being a permanent entrance sign installed by the Grantor. Other signage must conform to applicable Township code.
10. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.
11. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.
12. 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, other than in a garage. The doors\* of garages housing trucks, campers or boats shall be kept 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 construction or repair connection with the construction, reconstruction

or repair of any work or improvements. The storage location for a mobile home, trailer of any kind, truck camper, boat or mobile home, trailer, of any kind, truck, car other recreational vehicle, on a residential lot, shall require the review, approval, modification or denial by the Committee. These items must be located behind the rearmost building line of the residence and in a fashion so that neither the adjacent or neighboring properties will see the items from the front or side of their properties.

13. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any lot other than in the garage.
14. 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.
15. No radio or television signals nor any other form or 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.
16. 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 or three-phase primary power supply to the subdivision by the utility company.
17. 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 or time, and the land restored to an orderly and attractive condition.
18. The invalidity, violation, abandonment or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land shall not affect or impair the remaining reservations, restrictions or other improvements hereof or parts thereof as to all the land.
19. No lot shall hereby be subdivided into parcels for additional residential purposes, subject to the Montgomery County Subdivision Regulations.



20. No person shall install any pump, piping, device, apparatus, or other such system for discharging sump pump effluent into a public right-of-way, or sanitary sewer without approval of the Montgomery County Engineer.
21. 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 lines of the adjacent roof or the ridge line of the roof upon which it is constructed.
22. Satellite dish antennas may be permitted on a lot in Heritage Glen subdivision provided the maximum diameter is three (3') feet or less and provided the Committee approves the location of the unit. The location of the unit should be one that does not permit the unit to be seen from the front yard by adjacent neighbors or neighbors across the street.
23. Storage sheds shall be permitted provided they are constructed of wood and painted to match the primary structure (residence) and provided the roof is of the same material and color as the roof on the primary structure (residence) and provided the location of the shed is approved by the Committee.
24. Siding materials for the residence will be wood siding, wood product siding or vinyl applied in a vertical or horizontal application. The use of aluminum siding is prohibited. Siding materials to be used must be presented to the Committee for review and approval, approval with modification or denial.
25. A designated mailbox is established for the development by the Committee. Each builder will purchase and install the designated mailbox.
26. The Grantor (Developer, Declarant) reserves the right to make changes to these Covenants and Restrictions if necessary to comply with F.H.A./V.A., Fannie Mae or Freddie Mac Mortgage lending policies.
27. The Developer reserves the right to dictate or approve the design, color and installation of mailboxes and supporting posts or structures. This authority will be assumed by the Homeowner's Association upon its organization.

28. Homeowner's Association: A Homeowner's Association was created for the purpose of maintaining the none-building lots within the Heritage Glen subdivision. Every lot owner shall become a member of the association at the time of purchase of a lot in the Heritage Glen subdivision. The Homeowner's Associations Articles of Incorporation, By-laws and Deed Restrictions were recorded in Microfiche No. \_\_\_\_\_ of the Deed records of Montgomery County, Ohio.

#### Duration

1. These restrictions shall remain in full force and effect until January 1, 2004 and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated in the year 2014, or on the commencement of any successive ten (10) year period, by filing for record in the Office of the County Clerk, Montgomery County, Ohio, a written statement of election to terminate these restrictions, executed and acknowledged by the owners or a majority of the area of the lots in the subdivision. Such statement must be filed prior to the commencement of the ten (10) year period for which these restrictions would otherwise be in effect.