

CYPRESS RIDGE SUBDIVISION PHASE VII

PROTECTIVE COVENANTS AND RESTRICTIONS

1. These covenants and restrictions are for the benefit of all the lot owners and are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots, 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 Cypress 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. It is hereby declared that irreparable harm will result to the undersigned and the beneficiaries of these restrictive covenants by reason of violation of the provision thereof or default in the observance thereof and therefore each beneficiary (including all Owners), shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available to law or in equity, plus monetary damages to compensate for any harm resulting prior to obtaining relief by injunction or specific performance.
3. Invalidation of any one of these covenants, by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.
4. No lot shall hereafter be subdivided into parcels for additional residential purposes. In addition, the Owner of any two or more adjacent lots may, at his sole cost and expense, combine such lots into a single lot. Such Owner shall be responsible for filing an amendment to the plat of Cypress Ridge reflecting the combination with Warren County Recorder. The Owner of such combined lot shall be considered to own only one lot for all purposes.
5. No building shall be located on the lot closer than the front and side building set back lines.
6. No noxious or offensive trades 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 neighborhood.
7. No structure of a temporary character, including trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently. During construction storage trailers or sheds are permitted for builders with the written approval from Developer.
8. No such lot shall be used or maintained as a dumping ground for refuse of garbage or the like. When the houses are complete, all residents shall be required to use a standard garbage container provided by any of the large waste contractors. No containers of a smaller size shall be used for any reason. All containers shall be removed from public view within twenty-four (24) hours of being emptied by the waste contractor.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept or maintained for any commercial purpose. All animals shall be taken care of so as not to be neighborhood nuisances, and sanitary conditions must be maintained at all times. No more than three (3) household pets may be kept on any lot. Lot owners shall take such measures as are necessary to prevent their pets from straying on to other lot owner's property. No dog runs or kennels shall be allowed.
10. No buildings, structures or other improvements of any kind shall be erected or placed on any lot of this subdivision without prior written approval of a detailed site plan showing the buildings, structures and other improvements and a separate building plan showing any buildings of the Developer or his assigns. All building plans and site layout plan are to be reviewed and approved by the Developer or his assigns for square footage, outside elevations, materials, colors, building location, paving location and other site improvements of any kind. The Developer or his assigns shall approve or disapprove design plans, etc. within 15 days of submission by builder. In so passing upon such plans, the Developer may take in consideration, in its sole discretion, the suitability of the proposed dwelling house, structures and other improvements of any kind and the materials of which any such items are to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the dwelling house, structures and other improvements of any kind as planned on the outlook from adjacent neighboring property.
11. All lots comprising the Property shall be used exclusively for single-family, private residence purposes. Any such dwelling shall not exceed two and one-half (2-1/2) stories in height from the main level. The property should have a garage of not less than three (3) cars and not more than five (5) cars in "The Country Estates" and a garage of not less than two (2) and not more than four (4) cars in "The Country Meadows".
12. All lot owners are required to start construction within two (2) years of the closing date of the initial purchase of the lot.
13. The owners of all the lots in the within subdivision shall be required to maintain storm water drainage ways in accordance with the drainage easements so that the normal flow of water will have no interference. All lots owners shall indemnify and hold harmless the Developer and his assigns from any liability or damages as a result of altering the existing drainage path on the lot.
14. The total floor area of the main structure, exclusive of open porches, garages, basements, or steps shall not be less than eighteen hundred (1,800) square feet, in the case of one (1) story structures and twenty four hundred

(2,400) square feet in the case of one and one half (1-1/2) story or more structures for "The Country Meadows" lots. The exterior of any building shall be fully completed within a period of seven months from the time construction is commenced.

15. No aluminum or plastic siding of any nature may be incorporated into the construction. Only ridge vents that have cap shingles over them, such as "Everflo", shall be allowed. "The Country Meadows" lots should be of natural wood materials, stone, brick, insulated composite siding, or inner-seal lap siding may be used. In no case shall any 4 x 8 sheathing be used. Windows are to be of wood or vinyl construction. Windows with vinyl-clad exteriors are acceptable.
16. The roof pitch on any residence shall be a minimum of 6/12 for "The Country Meadows". Roof coverings must be three-dimensional shingles, no 3-tab standard shingles are permitted.
17. The Developer or his assigns must approve landscaping and grading plans prior to completion of dwelling construction. Landscaping requirements include a minimum of three (3) front yard shade trees (2" or larger diameter) and a minimum of five (5) other trees or shrubs for "The Country Meadows". The Right-of-Way of each home has to be sodded. All sod, trees, shrubs, and seed must be installed prior to closing out of construction loan, or adequate escrow to insure completion of landscaping must be agreed upon by Builder and lending institution.
18. All driveways shall be concrete, brick or pavers in "The Country Meadows" and shall be completed within eighteen (18) months after owner occupancy. Plans for the driveway must be submitted and approved by the Developer prior to installation.
19. During construction, a dumpster of sufficient size to handle all of the debris so there is never any overflowing shall be delivered on site.
20. The grade on any lot shall not be materially altered or changed so as to adversely affect or interfere with any lot.
21. Easements affecting lots shown on the record plan are reserved for utility installation, maintenance, and surface water drainage. Any improvements made on any easement by the property owner are made at the risk of the property owner.
22. Each lot shall use a mailbox and post approved by the Developer and shall maintain and replace same if damaged.
23. Each lot must have an individual lamppost with an electric eye control at each driveway and shall maintain and replace same if damaged.
24. No fences, walls or hedges shall be erected or placed on any lot nearer to any street than the minimum building set-back line as shown on the recorded plat. No fencing shall be permitted in the front yard except of decorative nature. The Developer or his assigns must approve all fencing plans. No chain link fencing.
25. No vegetable garden shall be planted any closer to the street than the building setback line.
26. All swing sets and other structures left permanently outside must be constructed of wood. The wood shall be left in its natural state or painted in a subdued earth tone.
27. No above ground swimming pools of any type shall be constructed on any lot.
28. No recreational vehicles, boats, trailers, motorcycles, campers, etc. shall be allowed, unless stored in a garage.
29. Each lot can have one accessory building. Developer or his assigns must approve location and design of accessory building. Said building must have a pitched roof of no less than 6/12, occupy no more than 300 square feet, be constructed of the same materials as the principle building, and be painted the same colors. Any door must face in, toward the yard that the principal building occupies.
30. No signs of any type shall be erected, posted or displayed upon any residential lot, excepting street and identification signs installed by the Developer or his assigns and excepting one (1) temporary real estate sign, not exceeding five (5) square feet in area, erected upon any lot advertising the property for sale or rent or signs used by builder to advertise the property during construction and sales period. If signs are not removed within forty-eight (48) hours of notification, the builder and/or Owner shall be subject to a One Thousand dollar (\$1,000) fine, which may be secured by liens placed on the property according to the deed restrictions. All builders' signs shall be removed from all lots thirty (30) days after occupancy or earlier at the request of the Owner.
31. Builders and owners of lots shall be responsible for the cleaning and removal of mud or debris on the streets caused during construction and may be billed by the Developer or his assigns for the cost of such cleaning and or removal. Builder and/or Owner will be charged by the Developer a Two Hundred dollar (\$200) removal charge if not cleaned within 24 hours of notice.
32. Builders and owners of lots shall be responsible for maintaining the roadway ditch along the frontage of their lot. Builders and owners are responsible to restore and seed the ditch areas disturbed due to the construction activity on their lot and may be billed by the Developer or his assigns for the cost of such restoration and / or seeding.
33. Builders and owners of lots are responsible to install the culvert for their drive in the roadway ditch in such a manner that it will not impede the drainage in the ditch and must be approved by the County Engineer. In the case that the installed culvert impedes the proper drainage in the ditch, builders or owners will be responsible at their cost to adjust the culvert and grade the ditch to insure proper drainage. The culvert must be covered with enough gravel so that mud is not tracked onto the roadway. In "The Country Estates" only, all of the culvert pipes must be concrete and have stone headwalls not to exceed the top of driveway and the culvert pipe must be recessed from view.
34. 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.
35. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot.
 36. Any lighting used to illuminate yard areas shall be equipped with suitable shielding or be designed as to avoid casting direct light on any other lot.
 37. Each dwelling shall have public water and the proper health authorities shall approve private sewage disposal.
 38. Any homeowner that does not tap into the natural gas line provided by the public utility at the time of final occupancy they shall pay to Cypress Ridge a fee of Two Thousand Dollars (\$2,000).
 39. All public accessed utilities, specifically electric, telephone and cable TV shall be underground from existing service lines at nearest street point to primary residence on each lot and shall be installed and maintained at the Owner's expense.
 40. Owners and builders in violation of any covenants and restrictions will be verbally notified. If any situation is not corrected immediately, they will receive written notice by certified mail, personal delivery, or facsimile from the developer of the development pointing out the specific problem(s). If these are not cured within four (4) working days, the developer shall have the right to fine the builder\owner One Thousand Dollars (\$1,000). If the builder\owner fails to pay the fine within ten (10) days of the original written notification, the developer shall have the right to file a lien on the property. The builder\owner shall be responsible for repaying the developer the cost of filing such lien.
 41. The developer shall have the authority to grant reasonable variances from the above requirements. No variance shall materially affect any other part of Cypress Ridge. No variance granted pursuant to this authority constitutes a waiver of any other provision of the Covenants and Restrictions as applied to any other party or any other lot. All provisions of the Covenants and Restrictions not effected by the grant of variance shall continue to apply with full force and effect to the lot for which the variance is granted.
 42. The restrictions set forth herein may be amended by the recording of a written amendment agreed to by at least 75% of the owners of the lots shown heron and the Developer as long as the Developer, its successors and assigns, own any lots.
 43. In accordance with Federal Law at 40 CFR Part 122, the Developer has been issued a National Pollutant Discharge Elimination System (NPDES) Permit by Ohio EPA. The permit number is OHR110846. It is required that each lot owner file with the Ohio EPA an Individual Lot Notice Of Intent (NOI) Form before the start of any construction activity of the lot. The Developer does not retain any responsibility regarding any pollution to any water bodies resulting from construction activity on any lot not owned by him.
 44. As it relates to Lots 168 and 169, the Declaration of Detention Easements as recorded in the Warren County records having instrument number 2014-022490.

Drainage Statement

The Warren County Commissioners assume no legal obligation to maintain or repair any open drainage ditches or channels designated as "drainage easements" on this plat. The easement area of each lot and all improvements within it shall be maintained continuously by the lot owner. Within the easements, no structure, planting, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the watercourse.

Restrictions By the Warren County Combined Health District

Warren County Combined Health District has final approval on the number of bedrooms and the location of buildings on each lot with regard to sewage system approval.

All drainage easements must maintain the flow of the stream in an unobstructed manner, and there will be no ponds constructed within the easement.