

The Reserve of Xenia All Sections and Phases

Covenants, Restrictions, Easements and Provisions

1. Land use and building type: No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling unit ("dwelling"), which shall include an attached enclosed private garage. No carports or unattached private garages shall be permitted on any lot. If the owner of any lot and /or his family residing with the owner is or becomes the owner or more vehicles than may be accommodated if the private garage attached to the dwelling said owner shall immediately provide off street parking for all such vehicles owned by him and /or his family. No lot owner and or his family will be permitted to occupy any portion of the lot or the lot or any street in the subdivision for the parking of an automobile or any other vehicle on a permanent or semi-permanent basis, with no parking of boats, campers, trailers or alike or commercial vehicles for a period of more than 48 hours. No outdoor vehicle storage or overnight maintenance is permitted. This off street parking may be part of the driveway and must be of a hard, permanent surface similar to the driveway. Exceptions to the word "Buildings" above are noted in the section on storage sheds see Paragraph 6.
2. Architectural control: No dwelling or other structure permitted here under shall be located, constructed, erected, placed, altered, nor shall any addition or modification be made thereto, until plans or specifications therefore have been approved by the developer, its successors and/or assigns, with respect to the quality of workmanship, materials, for the purpose of direct harmony of the external design of the dwellings or structures with other existing or proposed dwellings within the subdivision. A plot plan showing the location of the dwelling, driveways, Sidewalks and fencing, if any, shall be submitted to the developer or homeowners association for approval. In the case of any proposed fencing, the plot plan shall show the type of materials of which such fencing will be constructed and the same shall be subject to the restrictions set forth in paragraph 12 below. Plans for grading, shaping, draining, terracing and landscaping of the lot shall also be submitted. All lots are to be seeded or sodded by a professional landscaper and in accordance with the drainage plan previously approved by the city engineer.
3. Dwelling location: no dwelling or other building permitted to be located on any lot shall be located closer to the front lot line than the front set back (building) line. Minimum distances from side lot lines and rear lot line shall meet applicable city zoning regulations of the approved plan.
4. Easements: utility easements for installation and maintenance of utilities, including electricity, water telephone and storm sewer, etc. are shown on the record plat. No dwelling or building permitted on any lot or alteration or addition

thereto shall be erected or constructed within such easement area, unless a variance is approved by the municipality's board of zoning appeals. The planting of trees, shrubs and other natural vegetation may be permitted, so long as the same does not interfere with the use of the intended easement. Each homeowner shall not restrain, alter or change any drainage course required and /or approved by the city. Easements have been, may or will be created to allow installation of an entrance structure(s) (to include such items as, for example, masonry, landscaping, and signage) on the side(s) of the entrance drive. Upon the closing of the ninety fifth (95%) lots within the subdivision, the developer shall cease maintenance and turnover responsibility to the Homeowners Association.

5. Nuisances: No noxious, loud or other offensive activity shall be carried upon any lot or shall anything be done thereon which may become an annoyance to any adjoining or neighboring lot owner(s) or a public or private nuisance.
6. Other structure: Except as provided hereafter in this paragraph, no structure or vehicle of any nature, whatsoever shall be placed, erected or permitted to remain upon any lot. These include, without limitation, any unattached garage or carport, barn, coop, cage, house trailer, truck, camper vehicle, or any manufactured or prefabricated dwelling, which is manufactured or prefabricated dwelling, which is manufactured, constructed or fabricated in whole or in part at any place other than the lot where on it is to be erected, or any other temporary or permanent improvement on such lot. However a shed type building for the main purpose of storage of home items (as opposed to commercial items) such as maintenance tools for gardening, grass cutting, and alike or personal items, such as toys, bicycles, and alike is permitted. This permission requires architectural approval of the developer or the Homeowners Association and shall be based on the following criteria; the floor size shall not exceed 120 square foot and the height shall not exceed 10 feet. The exterior is to match the color and type of materials of the main dwelling on the lot it is close to or attached to the main dwelling, or it shall be earth tone in color if at the rear or side. It shall not be located closer than 10 feet from any property line. Nor interfere with storm water drainage. All sheds are to be properly maintained for structural and visual integrity. This restriction shall not prevent or preclude the placement, erection or construction of any landscaping, trees, fences, uncovered or covered patios, porches or swimming pools. The top of any swimming pool shall not be higher than one (1) foot above ground level. Poles for hanging or drying of laundry outdoors are prohibited.
7. Signs: No signs of any kind shall be placed upon or displayed on any lot or attached to any structure thereon advertising or stating the vocation or profession of the occupant, or for any other purpose, except that one sign of not more than four square feet advertising the property for sale may be maintained from time to time provided that the owner of each lot may maintain street numbers, and one nameplate of the owner of the dwelling not to exceed one square foot in area.

8. Residents who have their home for sale can only put up a sign in front of their home. The resident is required to notify the Homeowner's Association of intent to sell their home because dues must be paid and owners must give a copy of our Covenants to the new buyer.
9. Mining/soil operations: no soil shall be removed from any lot for commercial purposes. No soil shall be added, removed or relocated in any area of the lot that would change the approved drainage characteristics or requirements approved for subdivision as required by local governmental laws.
10. Animals: no animals, livestock or poultry of any kind shall be raised, bred, accepted or permitted to remain on any lot, excepts dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. All such animals shall be kept within the boundaries of the lot. Excessive nuisances such as constant dog barking or aggressive behavior are prohibited. Size of the animal is not the criteria; rather it's affect of the quiet enjoyment of the neighborhood. Each owner is responsible to clean up after their animal, regardless of location within the subdivision.
11. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, garbage, rubbish or other waste shall be kept in sanitary containers, which meet all the requirements of the City of Xenia and any other governmental authorities having jurisdiction of the property or any lot. The premises shall, at times, remain free of any unreasonable accumulations of rubbish, trash, garbage or other waste. All lots and vacant lots shall be kept mowed by the owners thereof. Automobiles or trucks prohibited if not operational. Placement of garbage, trash, etc, ready for municipal pick up at the curb shall not be placed for pickup earlier than 24 hours prior to scheduled pickup day. Trash containers should be kept either in garages, sheds, behind homes, or behind appropriate fencing.
12. Fences: fences shall be permitted when they meet the following requirements and provisions:
 - a. All fences shall be ornamental in character and shall be constructed of wood, brick, PVC or stone, or other attractive material previously approved by the developer or The Homeowners Association pursuant to paragraph 2 above. No chain link or mostly wire fence is permitted except 2x4 green wire (or similar) in conjunction with and on the inside of a split rail fence.
 - b. No fence shall exceed 4 feet in height, nor shall it be permitted in the legal front yard of the dwelling constructed or to be constructed. Note that corner lots have two front yards (Those locations facing a dedicated street). If a fence is located in an easement, as previously defined, it shall

not be placed in a location where it hinders the use of intended easement or alters the storm water drainage.

- c. Fences around swimming pools or other hazardous water features shall not be less than 6 feet, provided they shall be no lower than the minimum required by law to circumscribe a pool. Wrought fences are allowed for the purpose.
 - d. The four (4) foot height limitations may be increased to six (6) feet for any fence, meeting the following criteria:
 - e. The fence must be within one (1) foot of the property line in the Reserve of Xenia subdivision and next to the Arrowhead section.
 - f. Any portion of an extension of a contiguous line does not qualify.
 - g. In no event shall the fence be located in the front Yard area.
 - h. The design criteria shall not change and must be of similar design and material as any other fencing on the lot.
 - i. No fence is permitted beyond the back edge of the house.
13. Mailboxes: No mailboxes may be located at the edge of the street on any lot unless it meets the requirements of the United States Post Office Department to provide mail delivery service to such lot.
14. Batting cages: Not allowed.
15. Satellite dishes: No satellite dishes over 18" in diameter are allowed. All others must be attached in a manner that is not in front of the home or obvious position, preferably attached to the rear or side of the home.
16. Storm water management: Storm water detention basins have been provided (by the developer) to service all phases of the subdivision in accord with approved. Drawings of the city of Xenia engineer, these basins have been designed not to retain water on permanent basis, but to hold water only on a temporary basis. The area of the basin is contained within a described easement of the record plat. It is intended that the land may be part of privately owned lot(s). That maintenance of this owned property will be by a homeowners association. No operation of any lot owner is permitted which will hinder in any way the hydraulic operation of the basin.
17. Term: The covenants and restrictions contained herein shall continue in full force and effect for forty (40) years from the date of the recording of this plat; and thereafter all such covenants and restriction shall be automatically renewed for

successive ten (10) year period unless amended or terminated as hereinafter provided, that the easements reserved hereunder shall continue in perpetuity.

18. Covenants running with the land: The covenants, restrictions and easements set forth herein and all amendments, additions and supplements thereto (The "Covenants and restrictions") shall
 - a. Be construed as covenants running with the land,
 - b. Be binding upon the developer and their successors in title to any lot or any interest therein
 - c. Inure to the benefit of and enforceable by actions at law or in equity by developer and their successors in title to any lot or any interest therein.
19. Amendments and termination: any of the covenants and restrictions may be amended in whole or in part or terminated. At any time and from time to time, by writer consent of not less than two-thirds of the record owners of all the lots within the subdivision executed in record able form and duly recorded.
20. Sever ability: The invalidation of any one of these covenants or any part or portion thereof by judgment or court order shall in no way affect any of the other provisions or parts there of, each shall remain in full force and effect.
21. Rules of construction: In the event that there is any dispute, doubt or ambiguity as to the intent or meaning of any covenant and restriction or any portion thereof, any dispute, doubt or ambiguity shall be resolved in favor of upholding the broadest construction of said covenants and restrictions or any portion thereof and if such dispute, doubt or ambiguity relates to any power or authority granted to the developer or Homeowners Associations, such dispute, doubt or ambiguity shall be resolved so as to invest the developer or Homeowners Associations with the broadest range of power and authority permissible within the language of the covenants and restrictions.
22. Homeowner' s association: An association will set up for the exclusive purpose of maintenance of the entrance features, the storm water control basins and reserve area AA@ as recorded in DV 1410, PG 738. Maintenance of these areas shall consist of landscaping, mowing grass and general upkeep. All lot owners will be obligated to pay a pro rata share of the costs to maintain these facilities. If the association, at some later date wishes to create a social membership it may do so, but membership for this segment will be on a voluntary basis.
23. Maintenance of Reserve Area "A" as recorded in DV 1410, PG 738, and the detention basin area shall be the responsibility of The Homeowners Association
24. The roof drains for lots 68, 69, 70 shall be constructed so they discharge runoff to the front of the lot such that the runoff will be collected by the storm sewer located in the street.

25. Sanitary discharge for the Reserve of Xenia section three is currently to be collected by a lift station. Residents of the Reserve of Xenia sections three, four, and five will be subject to required fees or surcharge for maintenance and replacement of the lift station; unless the City of Xenia takes responsibility for the lift station.
26. The roof drains for lots 68, 69, and 70 shall be constructed so they discharge runoff to the front of the lot such that the runoff will be collected by the storm sewer located in the street.
27. No garage sale signs may be placed anywhere but at the residence having the sale unless approved by the Homeowners Association.
28. No trees are to be planted within (4) four feet of the property line. No trees are to be planted between the curb and sidewalk. This area is city property and in no way may interfere with our street lights. No shrubs will be allowed to be planted in front yards in lieu of fencing.
29. There is to be no blowing of grass clippings in the streets, on the side walks, or down the sewer drains.
30. All properties are to be well kept and clean. This includes driveways and street in front of homes.