

Shawnee Hills Deed Covenants

In Full Text

The Shawnee Hills deed covenants consist of those (shown) on the recorded plat thereof, Volume 9, Page 66-77, Plat Records of Greene County, Ohio, be the same more or less, but subject to all legal highways, easements, right of ways, and restrictions of record. Being a part of the same premises as conveyed to the Grantor herein by deeds recorded Volume 345, Pages 50, 53, 56, 84, 135, 138, 141, 404, Volume 344, Page 653, Deed Records of Greene County, Ohio.

Together with the right in common with other owners of lots in said subdivision to use for all usual purposes the streets, ways, beaches recreation areas, and other public areas as shown on the said plat, and the right in common with the other owners of lots in the said subdivision to use the lake and beaches for swimming, fishing and boating in accordance with the rules and regulations of Shawnee Hills Property Owners Association, Incorporated, or its assigns.

(The material printed in this font is now essentially meaningless, having been "overtaken by event." It is included here merely for information.)

This conveyance is made subject to the following restrictions, which are expressly excepted from the covenants of warranty herein contained:

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to Township rezoning, and zoned as business or commercial areas on the plats by Shawnee Hills, Inc.

2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks or similar structures shall be erected, moved to or placed upon said premises. All buildings must be completed within six months from the date construction commences.

All homes constructed shall be custom homes, constructed on site, of the type of construction commonly referred to as "stick built" construction. This clause shall specifically exclude any form of housing delivered in a largely pre-assembled condition, whether identified by the manufacturer or seller as a trailer house, manufactured unit, mobile home, double-wide, industrialized unit or other term, and regardless of whether the alternative construction is titled as a house or as a vehicle, and regardless of whether the alternative construction is taxed as real estate or personal property.

3. No residence shall have less than 1,600 square feet of living space or, in the alternative, 1,200 square feet of living space, with 400 square feet for garage. All foundations and structural plans are subject to approval of the Trustees of the Shawnee Hills Property Owners Association, Inc., or its assigns. No porch or projection of any building shall extend nearer than thirty (30) feet from any

road right-of-way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high water line of Lake Shawnee, except as shown on recorded plats.

4. No outside toilet shall be allowed. No waste shall be permitted to enter into Lake Shawnee, and all sanitary arrangements must conform with the recommendations of the County, State Board of Health of Greene County or the State of Ohio, and/or Shawnee Hills, Incorporated, or its assigns. Before any septic tank or other waste disposal system is constructed, the owner shall secure plans and specifications from the County Board of Health of the State of Ohio, and construct said system in accordance with said plans. No drain field, or other disposal system shall be allowed nearer than sixty (60) feet from the normal high water mark of Lake Shawnee.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, no animals or fowl shall be kept or maintained on said lot, except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Shawnee Hills, Incorporated, or its successors or assigns.

6. No boat docks, floats or other structure extending into the lake shall be constructed or placed into or on said lake without prior written approval of Shawnee Hills, Incorporated, its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of Shawnee Hills Property Owners Association, Inc.

7. Shawnee Hills, Incorporated, for itself, its successors, assigns, and licensees, reserves a ten (10) foot wide easement along all road right-of-way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush, and the right to locate guy wire, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains and appurtenances thereto, sewer lines, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement, except as shown on recorded plats. Also, except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Shawnee Hills, Incorporated, for itself, its successors, assigns and licensees, also reserves the right to cause or permit drainage of surface waters over and/or through such lots. Shawnee Hills, Inc., its successors or assigns, reserves an easement on, over or under all road rights-of-way for the purpose of installing, operating and maintaining above mentioned utilities and drainage. The owners of said property shall have no cause of action against Shawnee Hills, Incorporated,

rated, its successors, assigns or licensees, either at law or in equity, excepting in case of willful negligence, by reason of any damages caused said property by installing operating or maintaining above-mentioned installations.

8. Each PURCHASER in Shawnee Hills shall be subject to an annual charge of \$100.00, which PURCHASER agrees to pay to the Shawnee Hills Property Owners Association, its successors and assigns, annually, on the first day of March, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not. PURCHASER further agrees that the use of any of the above mentioned areas shall be subject to approval of PURCHASER for membership in Shawnee Hills Property Owners Association, as herein provided, and to comply with all rules and regulations from time to time promulgated by said Association. PURCHASER further agrees that the charges, as herein set forth, shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction, or otherwise, and that upon the conveyance of any part of the lands described herein, the grantee hereof, and each and every successive owner and/or owners, shall, from the time of acquiring title and by the acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay the Shawnee Hills Property Owners Association, Inc., its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and conditions hereof.

9. SELLER does hereby impose the following restrictions with respect to the furnishing of water for lots in said subdivision:

(A) Two Dollars (\$2.00) per month, payable annually on the first day of April each year. The payments are to be computed on the basis of beginning with whichever month immediately follows availability of water service to said PURCHASER, whether or not an actual connection is made by a PURCHASER to mains.

(B) The SELLER, or its assigns, upon receiving a written request from PURCHASER and One Hundred Fifty Dollars (\$150.00) will install a water connection from the main to the PURCHASER'S lot line. Upon installation of water connection in place of payment as described in Paragraph (A) above, the minimum monthly fee will be Four Dollars (\$4.00) per month, payable annually on the first day of April each year, so long as water is available for use. This water connection and monthly fee is subject to change on or after April 1, 1966, if request and payment has not theretofore been made for said service. All of these charges are subject to change by the Public Utility Commission of Ohio. Said minimum monthly fee shall apply to any connection using a standard size pipe as usually installed by SELLER. Should PURCHASER desire a larger size pipe, the fee shall be increased proportionally with the volume of water in proportion to the capacity of the increased pipe size. If more than one dwelling house is constructed, a charge shall be paid for each dwelling.

(1) Any of said fees or charges not paid shall constitute a lien against the lot or lots of the PURCHASER which shall be equal to and participate jointly with other first liens against same for construction purposes thereafter placed on said land, but inferior to those for governmental purposes. Said lien shall extend for ten (10) years and may be extended for additional ten (10) year periods by SELLER, or its assigns, by appropriate extension statement of record prior to the end of the previous period.

(2) A PURCHASER owning one or more lots shall pay only one availability fee per year, but should he sell one or more parts of his boundary, the SUB-PURCHASER shall be equally bound by these restrictions and each owner of a portion of a boundary shall be liable for charges set forth in paragraphs "A" and "B" above, commencing with the month immediately following the availability of water and the date of transfer of property.

(3) PURCHASERS whose property is connected with water shall be entitled to use water for usual household purposes, including the upkeep of lawn, which shall be reasonable.

(4) All above mentioned fees and charges shall continue in effect for a base period ending April 1, 1966, and said base period may be extended for additional three (3) year periods each upon filing of

record by SELLER or its assigns, prior to the end of any such period, of an appropriate extension statement. All above fees and charges are subject to change by the Public Utility Commission of Ohio.

(5) As used herein, the term "SELLER" includes successors and assigns, and the term "PURCHASER" includes heirs, representatives and assigns.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1972. All of the restrictions, conditions, covenants or agreements contained herein shall continue until changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever two-thirds of the lot owners responding to such a proposal for change so agree in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in Restriction No. 1. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

11. It shall be the obligation of all owner(s) of lot(s) in this subdivision to mow, or cause to be mowed, their respective lot(s) at least one time in the month of May, at least one time in the month of July, and at least one time in the month of September of every year. In the event any owner(s) of Lot(s) in this subdivisions shall fail to comply with this restriction and obligation, The Shawnee Hills Property Owners Association, Inc. shall have the authority to cause the mowing of said lot(s) and shall have the authority to assess the mowing costs against the respective lot(s) mowed and the owner(s) thereof and in order to enforce said assessment, shall have the authority to execute and file a lien against the respective lot(s), which shall continue in effect until paid or canceled by law. Said lien shall run with the land and be binding against all successors in title to said lot(s) and shall be further enforceable by appropriate action at law for money judgment.

12. It shall be the obligation of all owner(s) of lot(s) in the Shawnee Hills Subdivision to pay the sum of Twenty Dollars (\$20.00) per lot for a one-time assessment, which sum shall be paid to the Shawnee Hills Property Owners Association, Inc. for the purpose of pursuing, investigating and possibly purchasing the water utility as currently existing at Shawnee Hills Subdivision, Greene County, Ohio.

13. It shall be the obligation of each owner of improved lot(s) in the Shawnee Hills Subdivision, Greene County, Ohio, to pay the sum of Sixty Dollars (\$60.00); and it shall be the obligation of all owner(s) of unimproved lot(s) in the Shawnee Hills Subdivision, Greene County, Ohio, to pay the sum of Five Dollars (\$5.00) per lot as a one-time assessment; to the Shawnee Hills Property Owners Association, Inc. for the purpose of supplying water, including the purchasing, transporting, and distribution of said water supply to the owners of property at the Shawnee hills Subdivision, Greene County, Ohio.

14. It shall be the obligation of all owner(s) of all lot(s) in the Shawnee Hills Subdivision, Greene County, Ohio, to pay the sum of Sixty Dollars (\$60.00) per lot as an additional one-time special assessment to the Shawnee Hills Property Owners Association, Inc., which funds shall be used for the purpose of drilling and supplying and purchasing of water, along with the development of a new water supply source by way of a well, as well as continuing the efforts of purchasing the water supply and distribution system from Shawnee Hills Water Utility, Inc. on behalf of the property owners of the Shawnee Hills Subdivision, Greene County, Ohio.