



COVENANTS AND RESTRICTIONS

1. No lot shall be used except for residential purposes. Outbuildings will be permitted subject to the following restrictions: (A) The exterior finish material must be comparable or coordinating to that on the lower or main level of the residence building (e.g. brick, cedar siding, etc.), (B) 200 square feet maximum area, (C) Only one outbuilding permitted per lot, (D) Use of the outbuilding shall be limited to that of a garden house, storage of lawn care equipment and similar uses and shall not be used for the storage of a car, boat, motor home, camper, or similar vehicle, (E) No outbuilding shall be placed on any easement area as declared on legal description of lot.
2. The exterior walls of any structure constructed in this development may be covered up to 100% with brick, stone, cedar siding, or other natural wood surfaces or other products approved by the developer. Vinyl and/or aluminum siding shall not cover more than 20% of the exterior of the residence.
3. The living area of any single family residence, exclusive of porches and garages, shall be not less than 1,500 square feet. No residence may exceed two stories in height.
4. No building shall be occupied during construction.
5. No above ground swimming or wading pools shall be permitted on any lot except for one wading pool not to exceed 49 square feet and not exceed 16 inches in height.
6. Any building to be erected in this subdivision shall be completed within a period of twelve (12) months from the beginning of construction. The builder shall maintain neat and tidy job site.
7. All buildings shall be kept in good repair, and weeds and underbrush shall be kept under control.
8. No junk, trash, or unlicensed motor vehicles shall be stored on any lot in this subdivision.
9. No structure of a temporary character shall be permitted on any premises except during the active period of construction.
10. No building shall be located on any lot nearer to the property line than the minimum setback distance as provided on the recorded plat of this subdivision.
11. No trailer, basement, shack, garage, barn, or other outbuilding shall at any time be used as a temporary or permanent residence, nor shall any temporary structure be used as a residence.
12. No noxious or offensive activities shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
13. No hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the building setback line.
14. All house plans including exterior elevations shall be reviewed and approved by the developer prior to the commencement of construction. Developer may require sod or other erosion protection as a condition of approval.
15. The foundation height and location of any residential structure shall be shown on a plat plan and approved by the developer prior to the commencement of construction.

16. Except for delivery, loading and unloading, there shall be no temporary or permanent parking or storage of any travel trailer, recreational vehicle, boat, utility trailer or house trailer upon or adjacent to any lot in said subdivision, except for such parking or storage within the garage of the residence building. This covenant shall also apply to all trucks and tractor trailers of any type over one ton in size.
17. All driveways must be paved with Portland cement concrete or modular paver system, such paving to be completed within 12 months from commencement of construction. Driveway approaches to be paved with Portland cement concrete only and a minimum of six inches thick.
18. Lot owners will be required to install four foot wide concrete walks along the entire frontage of the public right-of-way in accordance with village of Pleasant Hill standards. Said work shall be completed within twelve months from commencement of construction.
19. Separate poles for basketball hoops will be permitted. No basketball hoop shall be attached to any residence structure.
20. No radio or television signals nor any other form of Electro-magnetic 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.
21. No radio or television antenna, or satellite antenna greater than 24" diameter shall be permitted on any lot.
22. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone and television 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 to the subdivision by a utility company.
23. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred, or maintained for any commercial purposes; and no dogs, cats, or other household pets shall be kept or maintained on any lot within the front or side yard area.
24. No sign or billboard of any kind shall be erected on any lot in this subdivision except professional signs advertising property for sale or for rent, or signs by a builder to advertise the property during the active period of construction of the house.
25. A person or persons buying a lot for investment or for future building must keep the grass cut and maintain the lot in a presentable manner.
26. These covenants shall be enforceable by injunction or otherwise by the grantor, his successors and assigns, and also by the owner of any lot in Piper's Pine subdivision.
27. Grantor reserves the right to impose further restrictions and dedicate additional easements and right-of-way, if required, with respect to such lots which have not been sold by grantor by instrument recorded in the office of the recorder of Miami County, Ohio, and the office of the zoning authority of the Village of Pleasant Hill, or by express provisions in said conveyances.
28. Invalidity of any of these covenants by injunction or court order shall in no way affect the other provisions which shall remain in full force and effect.
29. These covenants and restrictions are for the benefit of all lot owners and are to run with the land and shall be binding on all parties claiming under them until Jan. 1, 2012, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
30. Included as part of these covenants and restrictions for inlots #566 through #583 is the Piper's Pine Planned Unit Development Declaration of Covenants, Conditions, and Restrictions.