

**RECORD PLAN
GREENMEADOW RANCH
SECTION ONE THROUGH FIVE**

Located in:
Sections 1, 2, 3, 4, 5 Town 2, Range 6, M.Rs.
City of Bellbrook
Greene County, Ohio
May 2024

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, 2017 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 GREENMEADOW RANCH OWNERS ASSOCIATION OR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN GREEN MEADOW RANCH, TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT OR RESTRICTION HEREIN CONTAINED AND EITHER TO PREVENT THEM FROM SO DOING TO RECOVER DAMAGES OR OTHER DUES FROM SUCH VIOLATION.
3. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH REMAIN IN FULL FORCE AND EFFECT.
4. ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERECTED ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF (2 1/2) STORIES IN HEIGHT EXCLUSIVE OF BASEMENT AND A PRIVATE GARAGE FOR NOT LESS THAN TWO CARS NOR MORE THAN FOUR (4) CARS ATTACHED TO THE RESIDENCE UNLESS OTHERWISE APPROVED IN WRITING BY GREENMEADOW RANCH OWNERS ASSOCIATION.
5. NO STRUCTURE SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT OF THIS SUBDIVISION WITHOUT WRITTEN APPROVAL OF GREENMEADOW RANCH OWNERS ASSOCIATION. TWO COMPLETE SETS OR "DOCUMENTS" SHALL BE SUBMITTED TO GREENMEADOW RANCH OWNERS ASSOCIATION. THE DOCUMENTS SHALL INCLUDE DESIGN PLANS MATERIALS, COLORS, ROOFING, LOCATION OF BUILDING (HORIZONTAL AND VERTICAL) AND LANDSCAPING PLANS. GREENMEADOW RANCH OWNERS ASSOCIATION SHALL HAVE FIFTEEN (15) DAYS AFTER RECEIPT OF THE DOCUMENTS TO MARK ON ONE SET OF THE DOCUMENTS "APPROVED" OR "DISAPPROVED" BY GREENMEADOW RANCH OWNERS ASSOCIATION DATED AND SIGNED. DISAPPROVED DOCUMENTS SHALL INDICATE THE REASONS FOR DISAPPROVAL. IF THE DOCUMENTS ARE NOT RETURNED TO OWNER WITHIN FIFTEEN (15) DAYS AFTER RECEIPT BY GREENMEADOW RANCH OWNERS ASSOCIATION, THE DOCUMENTS SHALL AUTOMATICALLY BE APPROVED AS SUBMITTED. THE PLANS AND SPECIFICATIONS SHALL INCLUDE FLOOR PLANS, ELEVATIONS SHOWING ALL FOUR (4) SIDES OF HOUSE. AFTER THE ORIGINAL CONSTRUCTION, NO IMPROVEMENTS OF ANY KIND SHALL BE MADE OR ERECTED, PLACED ALTERED, OR EXTERIOR DESIGN CHANGE MADE THERETO ON ANY LOT, UNTIL SUCH IMPROVEMENT, ALTERATION, CHANGE, ETC., ARE SUBMITTED TO GREENMEADOW RANCH OWNERS ASSOCIATION AND FOLLOW THE APPROVAL OR DISAPPROVAL PROCEDURE SET FORTH IN THIS ITEM.
6. LANDSCAPING REQUIREMENTS SHALL INCLUDE A MINIMUM OF TWO FRONT YARD SHADE TREES (2 1/2" OR LARGER DIAMETER) AND EVERGREEN FOUNDATION PLANTINGS AT A MAXIMUM INTERVAL OF 8 FEET, CENTER TO CENTER WHICH SHALL BE NOTED ON THE DOCUMENTS. THE REQUIREMENT FOR PLANTING TREES CAN BE WAIVED FOR ANY WOODED LOT, BY GREENMEADOW RANCH OWNERS ASSOCIATION.
7. ALL FRONT AND SIDE YARDS SHALL BE SODDED ON EACH LOT. REAR YARDS MAY BE SEEDED. ON CORNER LOTS, BOTH FRONT YARDS ARE TO BE SODDED. THIS REQUIREMENT CAN BE WAIVED FOR ANY WOODED LOT BY GREENMEADOW RANCH OWNERS ASSOCIATION.
8. ALL LOT OWNERS SHALL FINISH GRADE ELEVATIONS IN ACCORDANCE WITH GRADING PLAN FOR THE SUBDIVISION AND LEAVE EXPOSED ALL MANHOLE COVERS AND SHALL INSTALL THE DRIVEWAY APRONS.
9. ALL LOT OWNERS SHALL INSTALL SIDEWALKS AND DRIVE APPROACHES WHEN REQUIRED IN ACCORDANCE WITH SPECIFICATIONS SET FORTH BY THE CITY OF BELLBROOK, OHIO, PRIOR TO OCCUPANCY. SUCH INSTALLATION SHALL BE COMPLETED NO LATER THAN SIX (6) MONTHS FROM THE DATE OF THE RECORDING OF THE DEED TO SUCH LOT OWNER.
10. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LOT LINE THAN THE BUILDING SET-BACK LINE AS SHOWN ON THE RECORDED PLAT.
11. ACCESSORY STRUCTURES SHALL HAVE A PITCHED ROOF OF NOT LESS THAN 5/12, OCCUPY NO MORE THAN 200 S.F., BE CONSTRUCTED OF THE SAME MATERIALS AS THE PRINCIPAL STRUCTURE AND BE PAINTED THE SAME COLORS. ANY DOOR MUST FACE INWARD TOWARDS THE YARD THAT PRINCIPAL STRUCTURE OCCUPIES.
12. SOLAR PANELS SHALL BE APPROVED OR DISAPPROVED IN WRITING BY GREENMEADOW RANCH OWNERS ASSOCIATION.
13. ROOF PITCHES OR SLOPE ON ALL HOMES SHALL BE 5/12 OR MORE.
14. ALL LOT OWNERS SHALL INSTALL INDIVIDUAL LAMP POST AT EACH DRIVEWAY, 5 FEET FROM RIGHT OF WAY LINE WITH AN ELECTRIC EYE.
15. NO NOXIOUS OR OFFENSIVE TRADE 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.

16. ALL LOT OWNERS SHALL LEAVE ALL SANITARY SEWER MANHOLES, STORM SEWER MANHOLES, WATER MAIN VALVE BOXES, AND WATER TAP BOX UNCOVERED AND EXPOSED TO FINISH GRADE AFTER SODDING AND SEEDING OF THE YARDS OR INSTALLATION OF WALKS AND DRIVEWAYS.
17. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE OR OTHER OUTBUILDING ERECTED IN THIS PLAT SHALL AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE BE USED AS A RESIDENCE.
18. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE, YARD CLIPPINGS, OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN A CLEAN AND SANITARY CONTAINER. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
19. NO FENCE, WALL, BUILDING, SHED OR HEDGE SHALL BE PERMITTED TO EXTEND NEARER TO ANY STREET LINE THAN THE MINIMUM BUILDING SETBACK LINE, OR THE FRONT OF THE BUILDING, WHICHEVER IS FURTHER FROM THE STREET.
20. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT.
21. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT DOGS, CATS, AND OTHER HOUSEHOLD PETS, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.
22. THE TOTAL FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF THE OPEN PORCHES, GARAGES, OR STEPS SHALL NOT BE LESS THAN ONE THOUSAND FOUR HUNDRED (1400) SQ. FT. IN THE CASE OF ONE STORY STRUCTURES AND ONE THOUSAND SIX HUNDRED (1600) SQ. FT. IN THE CASE OF ONE AND ONE HALF AND TWO STORY STRUCTURES.
23. THE OWNERS OF ALL THE LOTS IN THE WITHIN SUBDIVISON, SHALL BE REQUIRED TO MAINTAIN STORM WATER DRAINAGE WAYS IN SUCH A MANNER THAT THE NORMAL FLOW OF WATER WILL HAVE NO INTERFERENCE.
24. 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.
25. NO TRAILER, BOAT, MOTORHOME OR RECREATIONAL VEHICLE OF ANY KIND SHALL BE PERMITTED TO BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT.
26. NO LOT SHALL HERE AFTER BE SUBDIVIDED INTO PARCELS FOR ADDITIONAL RESIDENTIAL PURPOSES.
27. SATELLITE DISH ANTENNAS ARE PERMITTED ONLY IF DIAMETER IS 3 FEET OR LESS AND IT IS INSTALLED TO THE REAR OF THE HOUSE.
28. NO CHAIN LINK FENCE WILL BE PERMITTED ON ANY LOT IN THIS PLAT.
29. NO ABOVE GROUND SWIMMING POOLS WILL BE PERMITTED ON ANY LOT IN THIS PLAT.
30. ALL LOT OWNERS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO CURBS, WATER TAP BOXES, MANHOLES, AND CATCH BASINS.
31. ALL LOT OWNERS SHALL BE RESPONSIBLE FOR AND CLEAN-UP AFTER THEIR CONTRACTORS, SUBCONTRACTORS OR PERSONNEL, WHO HAVE CAUSED MUD OR OTHER DEBRIS TO BE PLACED IN THE STREETS OF THE DEVELOPMENT OR ADJACENT PUBLIC STREETS. SAID CLEAN-UP SHALL BE ACCOMPLISHED ON THE SAME DAY THAT DEBRIS AND MUD PROBLEM OCCURS.
32. ALL LOT- OWNERS SHALL INDEMNIFY AND HOLD HARMLESS GREENMEADOW RANCH OWNERS ASSOCIATION FROM ANY LIABILITY OR DAMAGE AS A RESULT OF ALTERING THE EXISTING DRAINAGE PATH ON THE LOT.
33. ALL LOTS SHALL HAVE A MINIMUM REAR YARD OF 35 FEET, AND A MINIMUM SIDE YARD OF 10 FEET, EACH SIDE.
34. LOT #9, #10, #55 AND #56 ARE NOT BUILDING LOTS.
35. A HOMEOWNER'S ASSOCIATION KNOWN AS THE "GREENMEADOW RANCH OWNERS ASSOCIATION" WILL OWN AND BE RESPONSIBLE FOR THE MAINTENANCE OF LOTS #9, #10, #55 AND #56. ALL OWNERS OF LOTS WITHIN THIS SUBDDIVISION ARE MEMBERS OF THIS ASSOCIATION IMMEDIATELY UPON PURCHASE OF ANY LOT OR HOME. ALL LOT OWNERS OF RECORD ON JANUARY 1 OF THE CURRENT YEAR SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION TO DEFRAY THE COST OF MAINTAINING SAID LOTS. LATE CHARGES AT THE RATE OF 10%, COMPOUNDED YEARLY, WILL BE ASSESSED TO ANY HOMEOWNER THAT FAILS TO PAY THEIR ASSOCIATION FEE BY THE PAYMENT DUE DATE STATED ON THE ANNUAL ASSOCIATION FEE INVOICE. IF PAYMENT IS NOT RECEIVED, HOMEOWNER'S ARE SUBJECT TO A LEIN PLACED ON THEIR PROPERTY IN ADDITION TO ANY APPLICABLE INTEREST CHARGES, ATTORNEY AND ADMINISTRATIVE FEES INCURRED BY GREENMEADOW RANCH OWNERS ASSOCIATION.
36. LOTS #9, #10, #55 AND #56 ARE COMMON AREAS WITHIN GREENMEADOW RANCH AND SHALL NOT TO BE USED AS A RELIEF AREA FOR PETS NOR BE USED AS A DUMPING GROUND FOR RUBBISH, TRASH, YARD CLIPPINGS OR OTHER WASTE.