

COVENANTS AND RESTRICTIONS

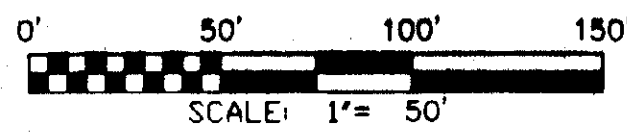
1. These covenants and restrictions are for the benefit of all lot owners and are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2012, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots, it is agreed to change said restrictions in whole or in part.
2. It shall be lawful for any person or persons owning any real property situated in said plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant herein contained and either to prevent him or them from so doing or to try to recover damages or dues for such violation. In addition, the Village of Blanchester may, but shall not be required, bring action at law or in equity against the persons violating or attempting to violate any covenant herein contained and either to prevent him or them from so doing or to try to recover damages for such violation. Nothing contained within this covenant shall place an affirmative duty upon the Village of Blanchester to participate in the enforcement of any restriction.
3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which remain in full force and effect.
4. All lots in this plat shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height. Hereafter no lot shall be subdivided into parcels for any additional residential purposes.
5. Building contractor of each residence shall be required to obtain and bear the expense of water permit, sewer permit and electric permit from the Village of Blanchester.
6. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighbors.
7. No trailer, basement, tent, garage, barn, or other outbuildings erected in the tract shall at anytime be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No single wide nor double wide trailers, mobile homes, or manufactured homes shall be placed or kept on each premises. The restriction shall not prohibit stick built modular homes.
9. All buildings and lots shall be kept in a good state of repair and maintained in such a manner that they will not degrade other surrounding property.
10. Outside storage buildings shall be permitted not to exceed 120 square feet; said storage building to be of the same quality materials as residence and have matching roof shingles and same color siding as residence or trim of residence; all outbuildings must be placed to the rear of the dwelling.
11. Detached two car garages, not to exceed a width of thirty feet nor a length of thirty feet shall be permitted. Said two car garages to be of the same quality materials as residence and having matching roof shingles and same color siding as residence or trim of residence; said two car detached garages must have a concrete floor and be enclosed (or having garage doors).
12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on this plat. Any lot area designed for the natural flow of surface water shall at all times be kept free of all obstructions to the natural flow of surface water. Any improvements on or under any easement by the property owner are at the risk of the property owner.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, (no more than three pets total). These may not be kept or bred for commercial purposes.
14. The total floor area of the main dwelling structure, exclusive of open porches, garages or sleep shall be not less than 1,400 square feet for a one story structure and 1,800 square feet for a 1 1/2 story or 2 story structure, contemporary designs having a lesser floor area than the above stated, however, may be approved if said designs shall have a volume comparable to the above stated and only at the discretion of the developer.
15. No buildings shall be located to the rear front lot line or near to the side street line than the minimum building set back line shown on the recorded plat. All buildings shall provide space as required by the applicable zoning restrictions.
16. Underground and log structures are prohibited.
17. No fence, wall, hedge or mass planting shall be permitted to extend near to any street than the minimum building set back.
18. Pools must be placed within the set back lines of the lot. All pools must have adequate safety fencing. No fencing shall be closer to the road than the front of the home and no fence shall exceed 6 feet in height.
19. No junk or debris, such as discarded or inoperable automobiles, machinery or vehicles, or parts thereof including any waste materials shall be stored on any lot.
20. Temporary structures, trailers, boats, trucks over 3/4 ton, recreation vehicles and equipment or campers shall not be placed, parked, erected or stored outside the permanent structure of any lot.
21. No unlicensed vehicles may be stored on lots; there shall be no dirt bikes or other similar recreation vehicles permitted to ride in subdivision or any designated open spaces.
22. No satellite dish antennas are permitted over 18' in diameter, satellite dish antennas are not permitted without the written consent of the developer, as to the specific location. Approved installations shall conform to local codes.
23. If, in the event, trailers, boats, trucks, recreation vehicles or campers must be placed outside of the permanent structures, in all cases, they shall be parked behind the minimum building set back line.
24. Trucks making service delivery calls are hereby excluded from this restriction.
25. No structure shall be constructed on any lot until the builder, plans and specifications for said structure have been approved in writing by the developer.
26. Two (2) sets of plans must be submitted to the developer with one set returned with initialed approval.
27. All driveways shall be constructed of concrete or asphalt.
28. Concurrent with construction of a residence, each homeowner must install a sidewalk along that portion of said lot having curb and gutter; said sidewalks are to be built in accordance with the location, elevations and specifications supplied by the Village of Blanchester; sidewalks must be constructed at the same time of construction of the residence by the builder and prior to obtaining an occupancy permit.
29. Each building lot will have an easement designated on the plat for the sole purpose of maintenance and care of the particular underground utility or utilities; there shall be no storage building, fence, landscaping, trees or any other permanent obstructions placed by the homeowner on their utility easement; the homeowner shall mow, maintain and maintain their utility area in the same manner as their lawn is mowed, manicured and maintained.
30. Sidewalks must be constructed at the same time of construction of the residence and prior to obtaining an occupancy permit.
31. All mailboxes to be supplied and installed by the developer, said mailboxes will be uniform throughout the development; there will be no variation.

FINAL PLAT PARKER PLACE

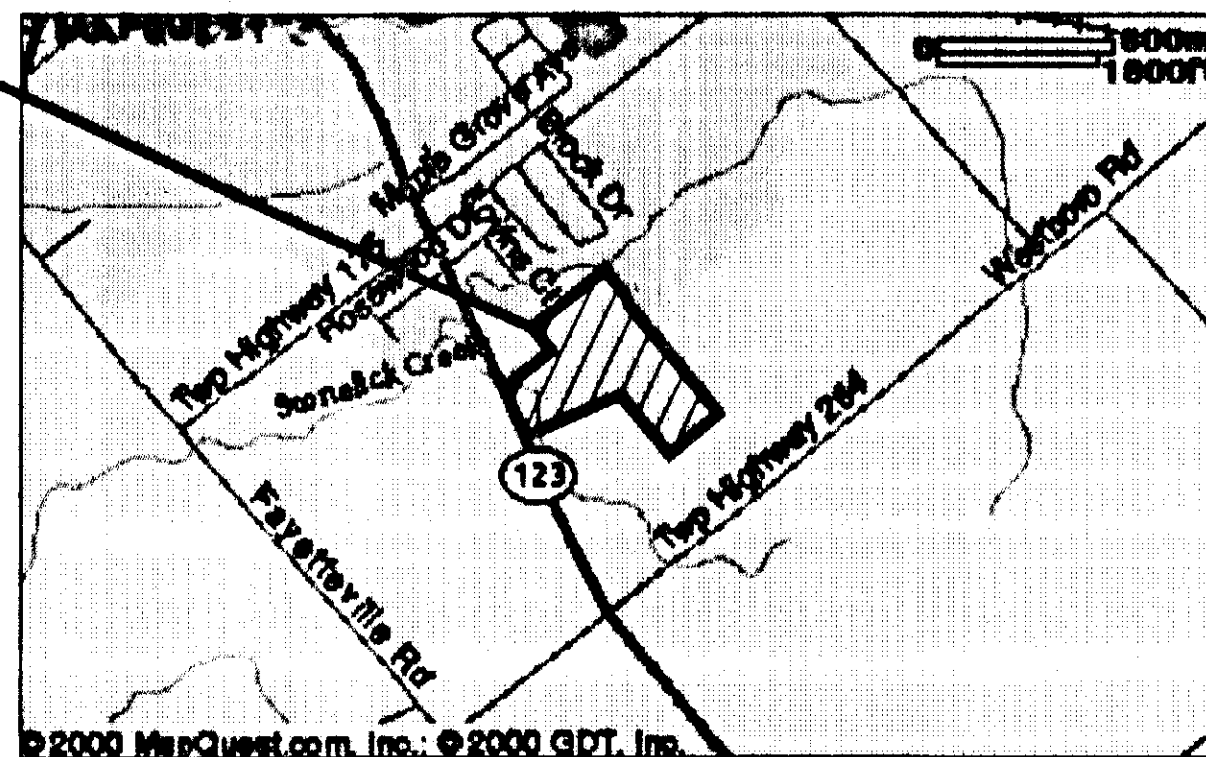
PHASE I

SITUATED IN
MILITARY SURVEY NO. 1174
VILLAGE OF BLANCHESTER
CLINTON COUNTY
OHIO

OCTOBER 2004



SITE



VICINITY MAP

OWNER / DEVELOPER:

MR. WALTER J. PEELLE
822 ROMBACH AVE.
WILMINGTON, OHIO 45177
(937) 382-5538

BLANKENSHIP & ASSOCIATES
CIVIL ENGINEERS-LAND SURVEYORS
115 W. MAIN STREET
WILMINGTON, OHIO 45177
(937) 382-0704

DEDICATION

SURVEYORS RECORD
34 232

WE THE UNDERSIGNED WALTER J. PEELLE, OWNER OF THE REAL ESTATE SHOWN HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT, AND DO HEREBY AGREE THAT WE WILL ABIDE BY ALL REQUIREMENTS OF THE STANDARD PLANS AND SPECIFICATIONS OF THE VILLAGE OF BLANCHESTER, OHIO.

THIS SUBDIVISION, TO BE KNOWN AS PARKER PLACE, SHALL BE AN ADDITION TO THE VILLAGE OF BLANCHESTER, OHIO, AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.

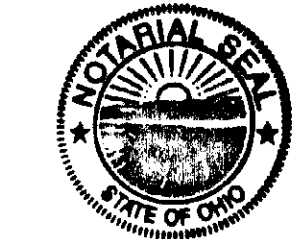
ALL EASEMENTS SHOWN AS PART OF THIS PLAT ARE DEDICATED TO THE USE OF PRIVATE UTILITIES (I.E. CABLE, TELEPHONE, AND GAS) OR PUBLIC UTILITIES FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND APPURTENANCES. ANY AND ALL WATER AND SEWER LINES AND THEIR APPURTENANCES AND ANY LIFT STATIONS WHICH MAY BE LOCATED WITHIN SAID EASEMENTS ARE ALSO DEDICATED AND CONVEYED TO THE VILLAGE OF BLANCHESTER, OHIO. NO STRUCTURES SHALL BE PLACED WITHIN AN EASEMENT AND ANY TREES, FLOWERS OR OTHER OBJECTS UPON THE EASEMENT ARE PLACED THERE AT THE PROPERTY OWNER'S RISK.

AFTER CONSTRUCTION AND GRADING IS COMPLETED, MONUMENTS SHALL BE PLACED ON ALL LOT CORNERS WHERE THEY DO NOT EXIST AT THE TIME.

STATE OF OHIO, COUNTY OF CLINTON, SS,

WITNESS
[Signature]
WITNESS
[Signature]
WALTER J. PEELLE

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE PERSONALLY APPEARED WALTER J. PEELLE, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND NOTARIAL SEAL THIS 28th DAY OF September, 2004.



KENNETH W. PRICKETT
Notary Public, State of Ohio
My Commission Expires: 6-22-07
Recorded in Brown County

[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF OHIO S. S.
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2004, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME WALTER J. PEELLE WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC, STATE OF OHIO

APPROVED BY:

VILLAGE OF BLANCHESTER PLANNING COMMISSION

Under authority provided by acts of the General Assembly of the State of Ohio, and ordinances adopted by Council of the Village of Blanchester, Ohio this plat was given approval by the Village of Blanchester as follows:

Approved by City Planning Commission at a meeting held 9-28-04, 2004

[Signature]
Chairman
[Signature]
Secretary

ENGINEER'S APPROVAL

I HAVE CHECKED THIS PLAT, FIND THE BEARINGS AND DISTANCES PLAT SATISFACTORILY, AND FIND NO CONFLICT WITH THE VILLAGE SUBDIVISION REGULATIONS.

[Signature]
VILLAGE ENGINEER
DATE 10-12-04

CERTIFICATE OF SURVEYOR

I, M. ERNIE BLANKENSHIP, hereby certify that I am a Professional Surveyor, licensed in compliance with the laws of the State of Ohio, that this plat correctly represents a survey made or supervised by me, and that all monuments shown thereon actually exist at their locations.

RECEIVED FOR RECORD: October 14, 2004
TIME RECORDED: 2:39 PM
BOOK NO: R PAGE NO: 120-B
FEE: \$ 80.00
SANDRA K. WILT
Recorder
Clinton County, OH

[Signature]
M. ERNIE BLANKENSHIP, P.E.
OCTOBER 2004
PARKER PLACE
SHEET 1 OF 2
00-048S

