

ENVELOPE: 371B

GREEN HILLS SUBDIVISION &  
RESTRICTIONS  
SECTION 13  
ATHENS TWP

Protective Covenants  
Green Hills  
Athens, Ohio.

Restrictions  
are as follows:

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the developer and the building contractor, their successors, their assigns, heirs, administrators, executors and any person, firm or corporation holding by or through them. In the event the developer and the building contractor or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
3. Dwelling Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 sq. ft. for a one story dwelling; If dwelling is two stories, the first floor area shall contain not less than 700 sq.ft.
4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No dwelling shall be erected on any lot so that any part thereof is nearer the main walls of a dwelling theretofore erected upon an adjoining lot, than 10 ft., it being the intent of these restrictions to keep an open area of not less than 10 ft., between adjoining dwellings, nor shall a dwelling be erected closer to the side lines of any lot than 3 ft.
5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 66 ft. at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 sq. ft.
6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property lines extended. The same sight-line limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
11. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any any time as a residence either temporarily or permanently.
13. Sidewalks. No public sidewalk shall be constructed without the approval of the architectural control group.
14. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. Enforcements. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
16. Severability. Invalidation of any of these covenants by judgement or court orders shall in no way effect any of their other provisions which shall remain in full force and effect.