

HUNTERS RUN - BROOKVILLE, OHIO - RESTRICTIVE COVENANTS

These covenants and restrictions are for the benefit of the lot owners and shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the land, and their respective executors, administrators, successors and assigns, until March 1, 2026, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then lot owners of these lots, it is agreed to change said covenants and restrictions in whole or in part. These restrictions shall be enforceable by injunction and otherwise by the grantor, its successors or assigns. Invalidation of any one of these covenants or restrictions by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.

1. The lots shall be used for residential purposes and for no other purpose except for purposes reserved to subdivider herein and except as herein specifically provided otherwise. It shall be expressly permissible for subdivider to maintain, during the development period, upon those portions of the subdivision as it deems desirable, those facilities it deems reasonably required, convenient or incidental to the construction and sale of lots or dwelling units, and improvements thereof including, without limiting the generality of the foregoing, a sales office, storage area, models and parking areas.
2. No residential lot shall hereafter be subdivided into parcels for additional residential purposes.
3. No noxious or offensive activity shall be carried on or upon any lot or dwelling unit nor shall anything be done thereon which may in any way or for any purpose endanger the health or unreasonably disturb the occupant of a dwelling unit or interfere with the full use of a dwelling unit.
4. No trailer, basement, tent, shack, garage, or other outbuilding, erected in this plat shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. No structure of a temporary character shall be permitted on any premise except during the active period of construction.
6. No building shall be occupied during construction.
7. Any building to be erected in this subdivision shall be completed within a period of 12 months from the beginning of construction. The premises shall be kept neat and clean, the building well painted and weeds and underbrush shall be kept under control. No unlicensed motor vehicles, machinery, junk, trash or building materials shall be stored on any lot in this subdivision.
8. Building contractors shall be required to employ the use of dumpsters and portable bathrooms or similar debris storage devices during construction or shall promptly remove all debris and excess material during and at the completion of construction.
9. The living area of the main structure constructed as a ranch-style residence shall be 1600 square feet and that of a two-story residence shall be 1800 square feet.
10. Design specifications: Fronts must be 75% stone or brick. Composite wood, vinyl siding, brick, stone or a combination thereof siding shall be used for exterior finish materials. All roofing material must be medium dark to dark color (grays, browns or black - no white). Roof pitch must be 6/12 or greater. All driveways shall be constructed of concrete or brick.
11. No building, structures or landscaping shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan and landscaping plans showing location and grade of such building, structures or landscaping have been approved in writing by the subdivider or his authorized representative. Sod front yards are required. Subdivider may require sod or other erosion protection as a condition of approval of any structure.

12. No structure shall be erected on any lot unless it is erected and constructed by a common builder or contractor.
13. No garage may be greater in height or number of stories than the residence for which it is built. Garages shall be of sufficient size to accommodate not less than two cars nor more than three cars. All garages must be attached to the main structure.
14. No above ground swimming or wading pools shall be permitted on any lot.
15. Separate poles for basketball hoops will be permitted. No basketball hoop shall be attached to any residence structure.
16. No outside clothes line or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area not visible to the public.
17. 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.
18. Ham, amateur or CB radio antennas shall not be permitted.
19. Satellite dishes larger than 24" in circumference shall not be permitted on any lot. Permitted dishes shall be installed on a roof.
20. No free standing antenna will be permitted. No antenna shall be permitted to extend more than 8 feet above the ridge lines of the adjacent roof or the ridge line of the roof upon which it is constructed.
21. 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.
22. No building shall be located near the front line than the indicated building setback line shown on the record plan. No portion of any building shall be erected closer than 10 feet to either side lot line.
23. No hedge, shrub or other mass planting shall be permitted to extend nearer to any street than the building setback line shown on the record plat, except that hedges, shrubs or trees may be planted nearer than the building setback line provided that no hedge or shrub shall exceed two feet in height and the foliage of any tree shall not extend nearer than six feet to the ground. No fence or wall shall be permitted to extend nearer to any street than the minimum building setback line or the front of the building setback line or the front of the building, whichever is furthest from the street.
24. Each owner of a lot agrees for himself, his heirs or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said subdivision, and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, established drainage is defined as the drainage which occurred at the time that the overall grading of said subdivision was completed by the subdivider as established in the construction plans on file with the City of Brookville.
25. Easements affecting lots shown on the record plan are reserved for utility installation, maintenance and surface water drainage. Any improvements made on any easements by the property owner are made at the risk of same.

26. No sign of any kind shall be displayed to the public view on any residential 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 signs used by a builder to advertise the property during the construction and sales period.
27. No person shall install any pump, piping, device, apparatus, or other such system for discharging sump pump effluent into a public right-of-way.
28. 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, not in excess of the total of two, may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
29. 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 this 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 1 ton in size.
30. The landscaping plan must be approved by the developer before construction and contain the following:
Two trees, 2" in diameter or greater and 15 bushes minimum.
31. Outbuildings must be approved by the developer before construction and be no larger than 120 square feet and must be of like materials of the house and be located behind the house.
32. No chain link fencing. Wood or vinyl fencing 4' to 6' in height must be installed by a known fencing contractor and must be approved by developer before installation. No fence or wall shall be permitted to extend nearer to any street than the minimum building setback line or the front of the building setback line or the front of the building, whichever is furthest from the street.

IMPORTANT –

Hunters Run Restrictive Covenants shall not relieve Owners of their obligation to comply with any applicable regulations and ordinances set forth by the City of Brookville.