

## Estates at Silvercreek 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, 2014, 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 agree to change said covenants in whole or in part.
2. It shall be lawful for the Silvercreek Group, or any other person or persons owning any real property situated in the Estates at Silvercreek, Section Two, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or restriction herein contained and either to prevent him to them from so doing or to recover any damages resulting 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, or private open space lots. No structure shall be erected on any lot other than one detached single family dwelling not to exceed two and one-half (2 ½) stories in height exclusive of basement and a private garage for not less than two (2) cars nor more than three (3) cars attached to the residence, unless otherwise approved in writing by the Silvercreek Group.
5. No structure shall be erected, placed, or altered on any lot of this subdivision without written approval of the Silvercreek Group. Two complete sets of a plot plan, plans and specifications ("the documents") shall be submitted to the Silvercreek Group. The documents shall include design plans, materials, colors, roofing, location of the building (horizontal and vertical), and landscaping plans. The Silvercreek Group shall have fifteen (15) days after receipt of the documents to mark on one set of the documents "approved" or "disapproved" by the Silvercreek Group, and dated and signed. Disapproved documents shall indicate the reasons. If the documents are not returned to the owner within fifteen (15) days after receipt by the Silvercreek Group, the documents shall automatically be disapproved as submitted. The plans and specifications shall include floor plans and elevations showing all four (4) sides of house. After the original construction, no improvements of any kind shall be made or erected, place, altered, or exterior design change made thereto, on any lot, until such improvement, alteration change, etc. are submitted to the Silvercreek Group pursuant to the approval procedure set forth in this item.
6. Landscaping requirements shall include a minimum of two front yard shade trees (2" or larger in diameter) and evergreen foundation plantings at a maximum interval of 8 feet, center to center, which shall be noted on the documents.
7. All front and side yards shall be sodded on each lot. Rear yards may be seeded. On corner yards, both front yards are to be sodded.
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 Montgomery County, City of Centerville, and Washington Township, OH, prior to occupancy. Such installation shall be completed no later than six (6) months from the date of the delivery of the deed to such lot owner.
10. No building, or other structure 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 6/12, occupy no more than 120 square feet, be constructed of the same materials as the principle structure and be painted the same colors. Any door must face inward towards the yard that the principle structure occupies.
12. Solar panels shall be permitted only if approved in writing by the Silvercreek Group.
13. Roof pitches or slope on all homes shall be 6/12 or more



14. All lot owners shall install individual lampposts 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 out 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 out-building erected on 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, or other waste shall not be kept, except in a clean 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 or hedge shall be permitted to extend nearer to any street line than the minimum building set-back 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 property for sale or rent, or signs used by the builder to advertise the property during construction and sales periods, or a permanent entrance sign installed by the Silvercreek Group.
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 nine hundred (1,900) square feet in the case of one story structures, and two thousand three hundred (2,300) square feet in the case of one and a half and two story structures.
23. The owners of all the lots within this subdivision 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, motor home or recreational vehicle of any kind shall be permitted to be displayed to the public view on any lot.
26. No lot shall hereafter be subdivided into parcels for additional residential purposes.
27. No freestanding radio tower or television antenna will be permitted on lots. All television antenna and radio towers must be attached to the roof construction and shall not extend more than four (4) feet above the ridge line of the roof upon which it is constructed. Satellite dishes shall not be considered to be either television antenna or radio towers, and are prohibited, and construction or erection of satellite dishes shall not be permitted unless the total area of the dish does not exceed four square feet and no part of the dish can be viewed from the street.
28. No chain link or metal 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 the debris or mud problem occurs.
32. All lot owners shall indemnify and hold harmless the Silvercreek Group from any liability or damage as a result of altering the existing drainage path on any lot.



33. Gas is available as part of the development. Any owner who does not use gas heat shall pay to the Silvercreek Group sixteen hundred dollars (\$1,600.00) in addition to the lot purchase price.
34. No direct vehicular access to Spring Valley Pike is permitted from lots 36, 37, 38, 40, 41, 42, 53, 54, 73, 74, 80, or 81.
35. "A". A Homeowner's Association known as the "Estates at Silvercreek Homeowners Association" will own and be responsible for the maintenance of lot 82 and reserve area "A" (see p. b.158, pg. 15). All owners of lots within this subdivision are members of the association immediately upon their acquiring title to any lot.  
"B". All lot owners shall be subject to assessment by the association to defray cost (the common expenses) of maintaining the reserve area.  
"C". The association shall have a lien upon the estate and interest of any owner in a lot for the payment of the portion of the common expenses which remains unpaid for thirty (30) days after the same have become due and payable, and a certificate therefore or an affidavit thereabout has been filed with the recorder of the county, pursuant to authorization given by the trustees of the association.
- (I) Such certificate or affidavit shall contain a description of the lot, the name of the record owner thereof, and the amount of such unpaid portion of the common expenses and shall be subscribed by the President or other principal officer of the association. Such lien may include late payment charges and shall bear interest at 10% per annum until paid.
  - (II) Such lien shall remain valid for a period of (5) years from the time of the filing thereof.
  - (III) The lien provided shall take priority over any lien or encumbrance subsequently arising or created, except for liens for real estate taxes and assessments and lien of first mortgages, which have been filed of record. It is agreed that where the mortgage of a first mortgage of record or other purchaser at a foreclosure acquires title to the lot, said acquirer of title shall not be liable for the assessments of the owner or lot that accrued prior to the transfer of title. Such unpaid expenses, if not collected from the previous owner, will be deemed a common expense against all lots, including the lots of the acquirer.
  - (IV) Upon request, the association shall supply a certification of any amount that are due, and the party receiving such certification may rely on its accuracy.
  - (V) The owner of any lot upon which a lien is imposed hereunder shall be obligated to pay all cost of collection, including court cost and reasonable attorney's fees.
36. Whenever the name "The Silvercreek Group" appears herein, this shall include the Silvercreek Group, an Ohio General Partnership, and its successors and assigns.



## **EXHIBIT A**

### **ESTATES AT SILVERCREEK HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS ADOPTED BY THE BOARD OF TRUSTEES NOVEMBER 19, 2010**

Pursuant to the authority granted to the Board of Trustees of the Estates at Silvercreek Homowners Association, Inc. ("Association") in Article VII of the Code of Regulations of the Association and the authority granted by the Ohio Planned Community Law, the following rules and regulations with respect to enforcement of and compliance with the Protective Covenants are hereby adopted:

#### **LATE PAYMENT FEES AND LIENS**

##### **1. Increasing Late Payment Fees - Amounts.**

a. The most practical way of assuring compliance with the terms of the Protective Covenants and Restrictions, as filed on the recorded plats of the Estates at Silvercreek (the "Covenants"), with respect to the timely payment of assessments is through the assessment of late payment fees. Therefore, the Board of Trustees may, in its discretion, levy and assess monetary late payment fees against any member and/or lot for failure to timely pay any assessment. The late payment fees assessed shall be in the amounts set forth in Paragraph 1(b) below, and shall be assessed in increasing increments for on-going failures to pay.

b. A member who fails to pay any assessment when due shall be charged a late payment fee as follows:

- (i) If an assessment is paid within 10 to 14 days after the due date, the member shall be assessed a \$15 late payment fee.
- (ii) If an assessment is paid within 15 to 21 days after the due date, the member shall be assessed a \$25 late payment fee.
- (iii) If an assessments is paid within 22 to 28 days after the due date, the member shall be assessed a \$35 late payment fee
- (iv) If an assessment remains unpaid for more than 28 days after the due date, the Board may proceed to file a lien for the amount of the unpaid assessment plus the \$35 late payment fee plus all other interest and charges and costs which may be recovered by the Association as provided under the Covenants and the Association's rules and regulations.

For purposes of this Paragraph 1(b), payments will be dated as of the day that a Trustee retrieves the payment from his or her mailbox.



2. Notice of Late Payment Fee.

a. Prior to assessing the initial late payment fee referred to in Paragraph 1(b)(i) above, the Board shall deliver to the member written notice of the failure to pay the applicable assessment on time (a "Nonpayment Notice"). This Nonpayment Notice shall also state the amount of the applicable fee (including the increasing increments as stated in Paragraph 1(b)).

b. Any written notice that this Paragraph 2 requires shall be delivered to the member by personal delivery, by certified mail, return receipt requested, or by regular mail.

3. Liens. If an assessment remains unpaid for more than 28 days after the due date, all fines, costs and expenses assessed pursuant to these Rules and Regulations may be filed as a lien against the members and the property for which the assessment remains unpaid and may be filed and foreclosed upon in the manner set forth in the Protective Covenants with respect to liens for unpaid assessments for Common Area expenses or as otherwise provided in the Ohio Planned Community Act. The amount of any such lien may include, in addition to the aggregate amount of the fines, any unpaid interest charges, and collection costs, attorneys and paralegal fees and court costs, an amount sufficient to reimburse the Association for its costs and expenses associated with the filing of and/or foreclosure on such liens.

4. Rights Cumulative. The provisions of these Rules and Regulations are in addition to, and not a limitation of, any other rights and remedies that the Association may have under the Covenants, the Association's Code of Regulations or other Rules and Regulations or that are available at law or in equity, and the Association, through the Board of Trustees, may enforce or seek relief pursuant to any one or more of these rights and remedies as available to the Association.

5. Board Approval. These Rules and Regulations have been approved by the Board of Trustees of the Estates at Silvercreek Homeowners Association, Inc. They may be amended or otherwise changed, in whole or in part, at any time without notice to the members, by the Board of Trustees.

6. Publication. These Rules and Regulation have been duly published by delivery to the members of the Association upon their adoption. Ignorance of these Rules and Regulations shall not be acceptable as just cause for noncompliance.

**UNANIMOUS WRITTEN CONSENT  
OF THE TRUSTEES OF  
ESTATES AT SILVERCREEK HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, pursuant to the authority granted in Article VII, Section 1 of the Code of Regulations of the Association, the Board of Trustees of the Association have found it necessary to establish reasonable Rules and Regulations (the "Rules") to properly enforce the Estates at Silvercreek Protective Covenants and Restrictions as shown on the recorded plats for the Estates of Silvercreek (the "Protective Covenants").

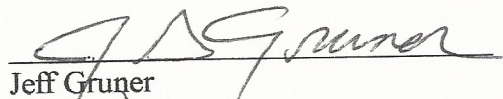
NOW THEREFORE, pursuant to Section 1702.25 of the Ohio Revised Code and the Ohio Planned Community Law set forth at Ohio Revised Code Chapter 5312, the undersigned, being all of the Trustees of the Estates at Silvercreek Homeowners Association, Inc., an Ohio non-profit corporation (the "Association"), do hereby affirmatively vote for, consent to, and adopt the following resolutions:


RESOLVED, that the Rules and Regulations attached hereto as Exhibit A, be, and hereby are adopted by the Board of Trustees effective as of November 19, 2010.

FURTHER RESOLVED, these Rules and Regulations may be enforced by any officer of the Association or the officer's designee.

IN WITNESS WHEREOF, the undersigned Trustees have executed this Consent as of the 19 day of November, 2010.

  
Laraine McDaniel

  
Jeff Gruner

  
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