

DEDICATION WE THE UNDERSIGNED, BEING ALL THE PLATTED, DO HEREBY VOLUNTARILY OF EXECUTION OF SAID PLAT AND DO HE ROADS AND EASEMENTS SHOWN ON SAID FOREVER. ALSO, WE HEREBY DEDICATION AND THE GREENE COUNTY. AND THE CITY OF BELLBROOK FOR OPERATION, MAINTENANCE, REPAIR, WATER LINES, GAS LINES, STORM SEELECTRIC, TELEPHONE, OR OTHER UTILITIE EXPRESS PRIVILEGE OF REMOVER.	HE OWNERS OF THE LANDS HEREIN CONSENT TO AND JOIN IN THE EREBY DEDICATE THE PUBLIC ID PLAT TO THE PUBLIC USE TE THE SANITARY SEWERS AND BOARD OF COUNTY COMMISSIONERS OF THE CONSTRUCTION, REPLACEMENT, OR REMOVAL OF EWER DRAINAGE, SANITARY SEWER, LITIES OR SERVICES, AND FOR	STATE OF OHIO, COUNTY OF MONTGOMERS.S. BE IT REMEMBERED THAT ON THIS 1.1 DAY OF OCT. 1993, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE SAID TOM PERBLES BUILDERS INC. BY TOM PERBLES AS OWNER, TO ME KNOWN AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE WITHIN PLAT TO BE THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.	Record Plan White Fence Farm Section Two Section 8, Town 2, Range 6 Sugarcreek Township Greene County, Ohio Contains: 6.865 Acres 5.784 Ac. in Lots; 1.081 Ac. in R/W
OBSTRUCTIONS TO THE FREE USE OF PROVIDING INGRESS AND EGRESS TO PURPOSE, AND ARE TO BE MAINTAIN	F SAID UTILITIES AND FOR THE PROPERTY FOR SAID	MY COMMISSION EXPIRES 8/30/98 STATE OF OHIO, COUNTY OF , S.S.	This Instrument Prepared By: McDOUGALL ASSOCIATES
SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF: SOM THE PRESENCE OF: JOAN M. COCHEMNIESS ALLEY J. J. Lagg	TOM PEEBLES BUILDERS INC.	BE IT REMEMBERED THAT ON THIS ST DAY OF OCT. 1993, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BANK ONE, DAYTON, NA BY KEITH S. EPPS , ITS AVP , AS LIENHOLDER, TO ME KNOWN, AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE WITHIN PLAT ON BEHALF OF SAID CORPORATION AND THAT THE SAME IS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION AND OF HIM PERSONALLY AS OFFICER OF SAID CORPORATION.	Professional Land Surveyors 956 SENATE DRIVE DAYTON, OHIO 45459 (513) 438-9787 Job #1097RP2
A/ANEY F. FLATGO		IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.	ACCEPTANCE AND APPROVAL
SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF: Melissa C. Heif M	AS LIENHOLDER Leith S. Epps Reith S. Epps Assistant Vice President Bank One Dayton, N.A.	CONTROL OF MONTCOMES TOM PEEBLES, BEING DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HIS KNOWLEDGE, INTERESTED IN THIS DEDICATION, EITHER AS OWNERS OR AS LIENHOLDERS, HAVE UNITED IN ITS EXECUTION.	DEDICATION OF THE SANITARY SEWER LINES AND THE WATER MAIN LINES IN THE WITHIN PLAT IS HEREBY ACCEPTED. THIS DAY OF
		IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN. OF THE COMMISSION EXPIRES 6/30/18	THIS PLAT APPROVED BY THE GREENE COUNTY PLANNING COMMISSION THIS
		DIVISION OF 6.865 ACRES, OF THE	TRANSFERRED ON THE 24 DAY OF August, 1994. Luwanna A. Delaney OREENE COUNTY AUDITORNAL
	RECORDED IN OR , PAGE COUNTY OHIO. THE MEASUREMENTS ARE CERT	TIFIED CORRECT AND MONUMENTS SHALL BE STANCES ARE MEASURED ON THE ARC. THOMAS MCDOUGALL, P.S. #6588	RECORDED ON THIS 24 DAY OF CONTINE: 1994, TIME: 10: SHAM PLATABOOK VOL: 30 , PAGES 101-A FEE \$60 GREENE COUNTY RECORDER

SHEET 2 OF 3

WHITE FENCE FARM

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, 2010, 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

2. IT SHALL BE LAWFUL FOR TOM PEEBLES BUILDERS INC.
OR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY
SITUATED IN WHITE FENCE FARM 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 OR THEM FROM SO DOING TO
RECOVER DAMAGES OR OTHER DUE FROM SUCH VIOLATION.
3. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OR

3. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT 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 DESCRIPED AS RESIDENTIAL LOTS. NO STOUGHURE CHARLES FOR THE

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 (2) CARS NOR MORE THAN FOUR (4) CARS ATTACHED TO THE RESIDENCE UNLESS OTHERWISE APPROVED IN WRITING BY TOM PEEBLES BUILDERS INC.

NO STRUCTURE SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT OF THIS SUBDIVISION WITHOUT WRITTEN APPROVAL OF TOM PEEBLES BUILDERS INC., TWO COMPLETE SETS OR "DOCUMENTS" SHALL BE SUBMITTED TO TOM PEEBLES BUILDERS INC. THE DOCUMENTS SHALL INCLUDE DESIGN PLANS, MATERIALS, COLORS, ROOFING, LOCATION OF BUILDING (HORIZONTAL AND VERTICAL) AND LANDSCAPING PLANS. TOM PEEBLES BUILDERS INC. SHALL HAVE FIFTEEN (15) DAYS AFTER RECEIPT OF THE DOCUMENTS TO MARK ON ONE SET OF THE DOCUMENTS "APPROVED" OR "DISAPPROVED" BY TOM PEEBLES BUILDERS INC. DATED AND SIGNED. DISAPPROVING DOCUMENTS SHALL INDICATE THE REASONS FOR DISAPPROVAL. IF THE DOCUMENTS ARE NOT RETURNED TO OWNER WITHIN FIFTEEN (15) DAYS AFTER RECEIPT BY TOM PEEBLES BUILDERS INC. 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 TOM PEEBLES BUILDERS INC. AND FOLLOW THE APPROVAL OR DISAPPROVAL PROCEDURE SET FORTH IN THIS ITEM.

6. 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.

7. 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.

8. ALL LOT OWNERS SHALL INSTALL SIDEWALKS AND DRIVE APPROACHES WHEN REQUIRED IN ACCORDANCE WITH SPECIFICATIONS SET FORTH BY SUGARCREEK TOWNSHIP 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.

9. 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.

NO ACCESSORY STRUCTURES ARE PERMITTED WITHOUT THE APPROVAL OF TOM PEEBLES BUILDERS OR THE HOMEOWNERS ASSOCIATION.

11. SOLAR PANELS SHALL BE APPROVED OR DISAPPROVED IN WRITING

BY TOM PEEBLES BUILDERS INC. 12. ROOF PITCHES OR SLOPE ON ALL HOMES SHALL BE 5/12 OR

13. 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.

14. 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.

15. NO TRAILER, BASEMENT, TENT, SHACK OR GARAGE 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.

16. 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 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.

17. NO FENCE, WALL OR HEDGE SHALL BE PERMITTED TO EXTEND NEARER TO ANY STREET LINE THAN ONE HALF THE DISTANCE FROM THE REAR HOUSE LINE TO THE MINIMUM BUILDING SET-BACK LINE.

18. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC

CONSTRUCTION AND SALES PERIODS, OR A PERMANENT ENTRANCE SIGN INSTALLED BY TOM PEEBLES BUILDERS INC.

19. LOIS 36.37:38 SHALL NIOT HAVE ALCESS TO TOLL GATE LANE

ADVERTISING THE PROPERTY FOR SALE OR RENT EXCEPT SIGNS USED

VIEW ON ANY LOT EXCEPT MORE THAN FIVE (5) SQUARE FEET

BY THE BUILDER TO ADVERTISE THE PROPERTY DURING THE

OR LAKEMAN AVENUE. 20. 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) SQUARE FEET IN THE CASE OF ONE STORY STRUCTURES AND ONE THOUSAND SEVEN HUNDRED (1700) SQUARE FEET IN THE CASE OF TWO STORY STRUCTURES. 21. THE OWNERS OF ALL THE LOTS IN THE WITHIN SUBDIVISION SHALL BE REQUIRED TO MAINTAIN STORM WATER DRAINAGE WAYS IN SUCH A MANNER THAT THE NORMAL FLOW OF WATER WILL HAVE NO INTERFERENCE, MODIFICATION OF DRAINAGEWAYS IS PROHIBITED WITHOUT THE APPROVAL OF THE GREENE COUNTY ENGINEER. 22. EASEMENTS AFFECTING LOTS SHOWN ON THE RECORD PLAN ARE RESERVED FOR UTILITY INSTALLATION, MAINTENANCE AND SURFACE PROPERTY OWNER ARE MADE AT THE RISK OF THE PROPERTY OWNER, MODIFICATION OF DRAINAGEWAYS IS PROHIBITED WITHOUT THE APPROVAL OF THE GREENE COUNTY ENGINEER.

23. NO TRAILER, BOAT, MOTORHOME, OR RECREATIONAL VEHICLE OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT.

24. NO LOT SHALL HERE AFTER BE SUBDIVIDED INTO PARCELS FOR ADDITIONAL RESIDENTIAL PURPOSES.

25. SATELLITE DISH ANTENNAS ARE PERMITTED WITH THE APPROVAL OF TOM PEEBLES BUILDERS INC. OR THE HOMEOWNERS ASSOCIATION. 26. NO CHAIN LINK OR METAL FENCE WILL BE PERMITTED ON ANY LOT IN THIS PLAT.

27. ALL LOT OWNERS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO CURBS, WATER TAP BOXES, MANHOLES AND CATCH BASINS.
28. ALL LOT OWNERS SHALL 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

29. ALL LOT OWNERS SHALL INDEMNIFY AND HOLD HARMLESS TOM PEEBLES BUILDERS INC. FROM ANY LIABILITY OR DAMAGE AS A RESULT OF ALTERING THE EXISTING DRAINAGE PATH ON THE LOT. 30. ALL LOTS SHALL HAVE A MINIMUM REAR YARD SET-BACK OF 30 FEET, AND A MINIMUM SIDE YARD SET-BACK OF 5 FEET. 31. THE WITHIN SUBDIVISION WILL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ARTICLES OF INCORPORATION OR BY-LAWS OF WHITE FENCE FARM HOMEOWNERS ASSOCIATION. ALL OF WHICH ARE RECORDED IN THE RECORDS OF GREENE COUNTY, OHIO AT D.B. 732 PS. 96.

32. NO BUILDINGS OF ANY KIND SHALL BE LOCATED IN THE "BUILDING RESTRICTION AREA" AFFECTING LOTS ALONG THE WEST AND NORTH LINES OF THIS PLAT; AS SHOWN ON THE RECORD PLAN. SAID "BUILDING RESTRICTION AREA" SHALL BE AS FOLLOWS:
-85 FEET BY PARALLEL LINES OFF THE WEST PLAT LINE *EXCEPT LOT 1, SHALL BE 50 FEET BY PARALLEL LINES OF THE WEST PLAT

-100 FEET BY PARALLEL LINES OFF THE NORTH PLAT LINE *EXCEPT LOTS NUMBERED 26.63.664 AS SHOWN ON THE APPROVED PRELIMINARY PLAN SHALL BE 40 FEET BY PARALLEL LINES OFF THE NORTH PLAT LINE.

Record Plan
White Fence Farm
Section Two
Section 8, Town 2, Range 6
Sugarcreek Township
Greene County, Ohio
Contains: 6.865 Acres
5.784 Ac. in Lots; 1.081 Ac. in R/W

This Instrument Prepared By: McDOUGALL ASSOCIATES

Professional Land Surveyors

956 SENATE DRIVE

DAYTON, OHIO 45459 (513) 438-9787 Job #1097RP2

33 NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT. HOWEVER, NO MORE THAN TWO (2) DOGS, CATS, AND OTHER COMMON HOUSEHOLD PETS, OTHER THAN VICIOUS ANIMALS, MAY BE KEPT ON THE LOTS, SO LONG AS THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. ANY ANIMAL PERMITTED HEREUNDER WHILE OUTSIDE ANY SINGLE DWELLING STRUCTURE SHALL NOT BE ALLOWED TO RUN LOSE AT ANY TIME AND SHALL BE SECURELY ATTACHED TO A LEASE AND COLLAR. ANY ANIMAL EXCEEDING TWENTY (20) POUNDS SHALL BE MAINTAINED AS PRIMARILY AN IN-HOUSE OR INSIDE HOUSEHOLD PET, WITHIN THE SINGLE-FAMILY DWELLING CONSTRUCTED ON ANY SUCH LOT, AND SHALL NOT BE LEFT UNATTENDED ON ANY SUCH LOT, INCLUDING BUT NOT LIMITED TO, BEING UNATTENDED AND AFFIXED TO A "DOG RUN," DOG HOUSE, CAGE, ANIMAL STORAGE UNIT OR OTHER TYPE OF KENNEL OR MECHANICAL EXERCISE DEVICE. FOR THE PURPOSES HEREOF "VICIOUS ANIMAL" SHALL INCLUDE BUT NOT BE LIMITED TO PIT BULLS OR ANY AND ALL MIXED BREED WITH ANCESTRY KNOWN AS PIT BULLS.

34 ALL LOTS ARE SUBJECT TO THE RULES AND REGULATIONS OF THE PERPETUAL PRESERVATION AGREEMENT FOR THE LAKE SOUTH OF THIS DEVELOPMENT AND NORTH OF STATE ROUTE 725, RECORDED IN DEED BOOK 696 PAGE 266.

35 THE LAWN AREA BETWEEN THE CURB AND THE SIDEWALK SHALL NOT HAVE ANYTHING PLACED WITHIN IT, INCLUDING BUT NOT LIMITED TO LAWN SPRINKLERS, PLANTS, SHRUBS, TREES, ETC.

SHEET 30F3