

Village of Maineville

8188 S. State Route 48 * Maineville, Ohio 45039



Street and Zoning Department

MELROSE

Phase 3

1. No lot shall be used except for Residential purposes.
2. 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
3. No structure of a temporary character, trailer, shack, garage, barn or other out building shall be used or maintained on any lot at any time either temporarily or permanently with the exception of one storage shed no larger than 10' by 10'. Approval of builder/developer must be obtained.
4. No above ground swimming pools shall be erected on any lot.
5. No animals, livestock, or poultry of any kind shall be raised, or kept on any lot, except dogs, cats or other household pets, which may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
6. No fences shall be built on any part of said lot between the rear of the building constructed thereon and the street in the front of the building. Fences erected on said lot from the rear of the building to the back property line shall not be in excess of four (4) feet in height and shall be of rustic rail, decorative wood or hedge.
7. No commercial vehicles or trucks larger than three quarter ton and licensed commercial, boats, trailer, campers, mobile homes, motor homes, buses or delivery vans shall be permitted to be parked in excess of forty eight (48) hours except that any of such vehicles stored or parked in an enclosed garage and except that any vehicle being used for the purpose of construction, delivery, or repair work on any lot shall be permitted to park on or in front of a lot on a temporary basis
8. Satellite dishes may not be attached to the front yard of any lot and must be screened. Said locations must be approved by the builder/developer. No antennas or receivers must be attached to the principal building on the lot. The maximum allowable height above the roof line shall be ten (10) feet above the roof line.
9. No single floor residence shall have less than 1,300 square feet, no tri-level or bi-level residence shall have less than 1,400 square feet and no two story residence shall have less than 1,400 square feet or as approved by the developer.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2010; and shall be automatically extended for any additional fifteen 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.
11. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant. Such proceedings may be to restrain violation and/or recover damages.

12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
13. No sign of any kind shall be displayed to the public view on any lot except (A) one (1) professional sign of not more than two (2) square feet; (B) One sign of not more than nine (9) square feet advertising the property for sale, (C) any signs used by declarant, or any other builder, in the subdivision, to advertise the property during the construction of sale period.
14. Each and every lot and residence thereon shall be maintained by the owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the subdivision. All homes shall have "house" plantings within one year of occupancy. All landscaping on the lots shall be maintained in good condition. All lots shall be kept free of debris and clutter and shall be kept mowed.
15. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except trash collection days.
16. No structure, planting, or other material other than driveways, or sidewalks, shall be placed or permitted to remain upon any lot which may damage or interfere with any easement or other installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each lot and all improvements in the easement area shall be maintained by the owner of the lot, except for those improvements for which a public authority, homeowners association or utility company is responsible.
17. The provisions of paragraphs 3, 7, 13, 14, 15, and 16 of these covenants and restrictions shall not apply to any lots owned by the declarant, or any other builder in the subdivision and held for sale