

THE OAKS SUBDIVISION OF GLENDALE  
COVENANTS AND RESTRICTIONS

1. No lot shall be subdivided.
2. No part of any lot shall be sold, transferred or conveyed. There shall be no sale, transfer or conveyance of any land within said subdivision, except the sale, transfer or conveyance of an entire lot or two or more entire lots as shown on said recorded plat of subdivision.

PROVIDED, however, conveyances may be made by and between the owners of Lots Numbers 15 and 16 of said subdivision adjusting the south line of said Lot No. 15 which is the north line of Lot No. 16 to put the swimming pool shown as "Pool Enclosure" on said plat of subdivision, all under the ownership, control and responsibility for maintenance, of the owner or owners of one or the other of said two lots.

PROVIDED FURTHER, however, that subject to the approval of the Architectural Control Committee, conveyances may be made:-

- A. Between owners of adjoining lots to adjust a boundary but not reducing the area of any lot by more than five per cent (5%) and not creating any additional building site.
  - B. To divide an unimproved lot which abuts on two other lots into two (2) parts and to add one (1) of these part to each of said other two (2) lots, thereby creating ONLY two (2) single building sites each consisting of a lot and a part of a lot out of three (3) former building sites; and all of these covenants and restrictions shall apply to each of said newly created building sites as if they were original lots.
3. All of the land in said subdivision shall be used for residential purposes only.
  4. Only one single family residence, approved by the Architectural Control Committee, as hereinafter provided, with suitable outbuildings, likewise so approved shall be erected on any lot within the subdivision.
  5. Before construction of any building or structure of any kind whatsoever is commenced, construction plans and specifications of building or buildings and plans showing the location of same, and plans and specifications showing the location of any driveway or driveways on a lot, as well as any plan for grading or alteration of any lot, must be submitted to the Architectural Control Committee, hereinafter provided, for approval as to quality of workmanship, materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. When such approval is obtained all of said construction and improvements must conform strictly to said plans and specifications so approved.
  6. No residence having a height of more than 2½ stories and having a ground floor area, exclusive of basement, porches, breezeways, attached garage and servants' quarters, or less than 1,500 square feet shall be erected, placed or altered on any lot within the subdivision with exception of Lot No. 14 on which there may be built a residence not more than 2½ stories in height and having a minimum ground floor area of 1,200 square feet, exclusive of basement, porches, breezeways, attached garage and servants' quarters. No entrance to a garage, whether attached or detached, or to servants' quarters shall face the front property line unless approved by the Architectural Control Committee.
  7. No building or structure of any kind shall be erected on any lot in said subdivision closer than 100 feet to the front line of the lot or closer than 40 feet to any other line of the lot.

8. Ordinary household pets may be kept on the premises provided they are not kept, bred or maintained for any commercial purpose. All other animals, livestock or poultry of any kind are prohibited.
9. No business or commercial establishment of any nature shall be permitted to be erected or operated upon any lot in the subdivision.
10. No fence, retaining wall, decorative wall or hedge shall be erected on any lot in the subdivision until approved as to design and location by the Architectural Control Committee, hereinafter provided.
11. Lots in said subdivision are subject to all the easements for utilities and drainage shown on said recorded plat of subdivision.
12. 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.
13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
14. No sign of any kind shall be displayed to the public view on any lot. This restriction shall not apply to signs erected and utilized by a builder or developer during the construction and sales period, or the sign of an owner or realtor employed by an owner to sell or rent the house.
15. No lot shall be used or maintained as a dumping ground for rubbish except during the period of the construction of the house on the particular lot or houses in the vicinity. Trash, garbage or other waste shall not be kept except in sanitary containers, or incinerators or other equipment for the storage or disposal of such material shall be kept in the clean and sanitary condition.
16. The owner of each lot - whether in residence on the lot or not - shall keep the grass and weeds cut so that the appearance of the grounds is not detrimental to neighboring occupants.

#### PART E 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 fifteen (15) years from the date these covenants and restrictions are recorded in the office of the Recorder of Hamilton County, Ohio, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless there has been recorded in the office of the Recorder of Hamilton County, Ohio, an instrument changing said covenants and restrictions signed by the owners of at least ten (10) lots in the subdivision.