

West Chester Township Community Development Department Attention Bryan Hellard 9577 Beckett Road, Suite 100 West Chester, Ohio 45069

Re: BZA 24-11

Dear Bryan:

The Butler County Engineers Office has reviewed the application requesting a <u>variance from Article 11.11 to</u> <u>permit a covered patio to extend to the side property line</u> as it pertains to the Subdivision Regulations, Storm Water Management Plan, Thoroughfare Plans, and Access Management Regulations (if applicable) and all of the design standard regulations and requirements and standard practices of this department/office.

THE DEPARTMENT RECOMMENDS:

□ Approval □ Disapproval □ Approval with Conditions


1. A ten-foot easement is depicted on the subdivision record plat. In researching the subdivision, we determined the easement contains a sanitary sewer pipe, maintained by Butler County Water and Sewer Department. We recommend the applicant contact the department to determine what requirements, if any, the county will require. A copy of the record plat and as-built drawing is included in this correspondence.

For the above request.

Sincerely,

Eric J. Pottenger Development / Storm Water Manager

June 24, 2024



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USE OF PROPERTY, RESTRICTIONS, RESERVATIONS, OVENANTS, AND CONDITIONS

1.1 General Conditions. The following restrictions, reservations, coremants and conditions and conditions and conditions and conditions and conditions are and occupancy of the property in each lot compromising a part the tend and shall be binding upon each owner and occupant

1.2 Furpose of Property. The Property shall be used only for single family for single family shall not be used for any other purposes, business or otherwise

No abovious or offensive activity of any kind shall be contines that interfore with the quiet enjoyment, contort, and health of the contains of adjocent or neighboring lots.

. Englished Activities. No industry, business, trade occupation or profession for kind, commercial, religious, educational or otherwise, shall be conducted, the property, nor shall any sign or other of the property, nor shall any sign or other the stand or permitted on any of the lats beated on is property, except for a for Sale" sign that an owner shall be permitted to place in his lot provided that such sign shall not have any side langer than two feet

Animals and Refs. No animals, rabbits, livestock, fowl, or poultry of any the shall be raised, and an kept an said premises, except dags, cats an other household pets, and provided that they are not kept or mountained for commercial perposes, and provided they are properly controlled and kept upon the lot of their owner.

1.6, Enging Swing-sets and Swimming Pools. No fances and other lot dividers, swing-sets, clothes hanging fixtures or back yard above-the-ground swimming pools may be created or installed by any lot owner, unless such owner has first obtained ' approval of the Beckett, Ridge Joint Hanture successors and assigns or any person, entity or association designated by Beckett Ridge Joint Venture for sur purposes.

bosts, trans indicers, or muchs shall be parked or stored on the lot unless, the same are in a garage or other noticle, and/osure and out of men. No additions alterations or outbuildings shall be constructed on the lot unless the owner shall first about the prior opproval of the Backett Ridge Joint Venture, its successors and assigns or any antity or person designated by Beckett Ridge Joint Venture to grant such appipers. All chittes lines, garbage cans, rubbish, trash, debris and other unsightly material shall be kept in a garage or other anclosure so as to be out of view of other lot owners

1.8 Fadio and Television Antennas. All radio, television and other antennas shall be enclosed within the residence located on the lot and any, other location of such radio, television and other antennas should be subject to the prior opproved of the Beckett, Ridge Joint Venture, its successors and assigns, or any person or entity designated by Beckett Ridge Joint Venture for such purposes.

1.9 Maintenance, Each and every lat and house therean shall be maintained by the owner thereof in a reasonable manner in accordance with the general standards of maintenance prensiling throughout the property.

1.10 Minimum Quelling Unit Size. No single family dwelling shall be crected upon a lot unless the same shall have a 2,000 square feet of floor space if two staries or greater and 1600 square feet of floor space if a split-level, bisterel or ranch. The minimum floor space shall be determined exclusive of any garages, basements, porches and breezeways.

Il Ganstruction Completion Requirement, The construction of coch dwelling house to be created upon any lot shall be completed within twenty-four (24) months from commencement of such construction.

1.12 <u>Temporary Structures</u>. No temporary building, mobile home, trailer, tent, storage shed, barn or other out-building or structure created or placed upon a Lot shall be used at any time as a residence, temporarily or permanently, before, during or offer construction.

2.1 Approvals. Beckett Ridge Joint Venture, its successors and assigns, ar any other person, association, or entity designated by Beckett Ridge Joint Vanture shall have the full right and outhority to grant or deny approvely that are required to be given by or denied by the Beckett Ridge Joint Venture in accordance with the terms and conditions of these comments, conditions and restrictions.

3.1 Anendment, All restrictions, conditions, comments and reservotions, and the jurisdictions, rights and powers created or reserved by these commonts, conditions and restrictions and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, shall be decimed and taken to be comants running with the land, and shall bind any person having at any time any interest a cotate in soid land, by reason of his evinership or interest in or right to any lot, and shall insure to the benefit of such person in like morner as though the provisions of those coremants, conditions and restrictions are recited and stipulated at length in cash and every deed of coveyance conveying any such interest to any such person in soid lot. Nevertheless these covenants, conditions, and restrictions may, or any provision or section thereof, be amended, altered or terminated of any time by the sole action of Beckett Ridge Joint Venture until such time as Beckett Ridge Joint Venture no longer owns at least one lot. Thereafter, amendments, alterations, or terminations shall shall require the affirmative vote of all owners of lots located on the property. Such amendments shall nevertheless, not be effective until recorded in the office of the Recorder of Butler County, Ohio. be entitled to prosecute any proceeding at law or in equity provided herein, against any person or antity violating or attempting to violate any of the commants, conditions or restrictions contained, herein, and Beckett Ridge Joint Konture and any such owner shall be antified to prevent any such person or entity so violating any of the covenants and restrictions contained herein from so doing and shall be entitled to recover such

demoges as a result of any such vialetian.

5.1 Termination. The coverants, conditions, and restrictions imposed hereby one for the benefit of all of the lot owners and are to run with the land, and shall be binding upon all parties and all persons claiming under such for priners until January 1,1951 of which time said coremants, conditions and restrictions shall terminate.

6.1 Separability. The involidity of any covenant, restriction condition or provision contained percent shall not impair or affect in any manner the validity, enforceability or effect of the remaining comments, restrictions, conditions or provisions contained

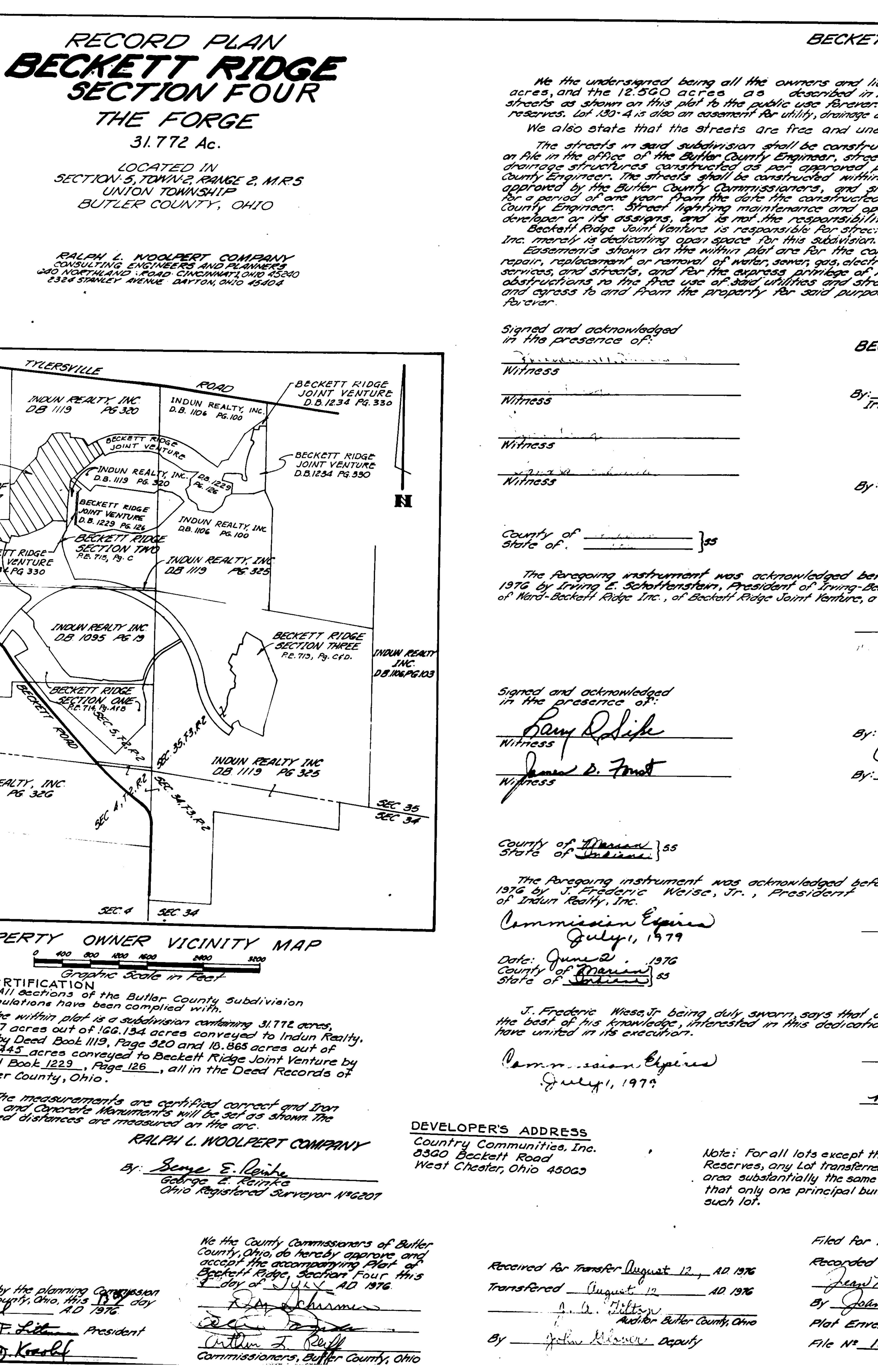
1.1 <u>Architectural</u>. All plans shall be approved by Beckett Ridge Joint Kenture as to type of material, ekvarians, location of house on bt.

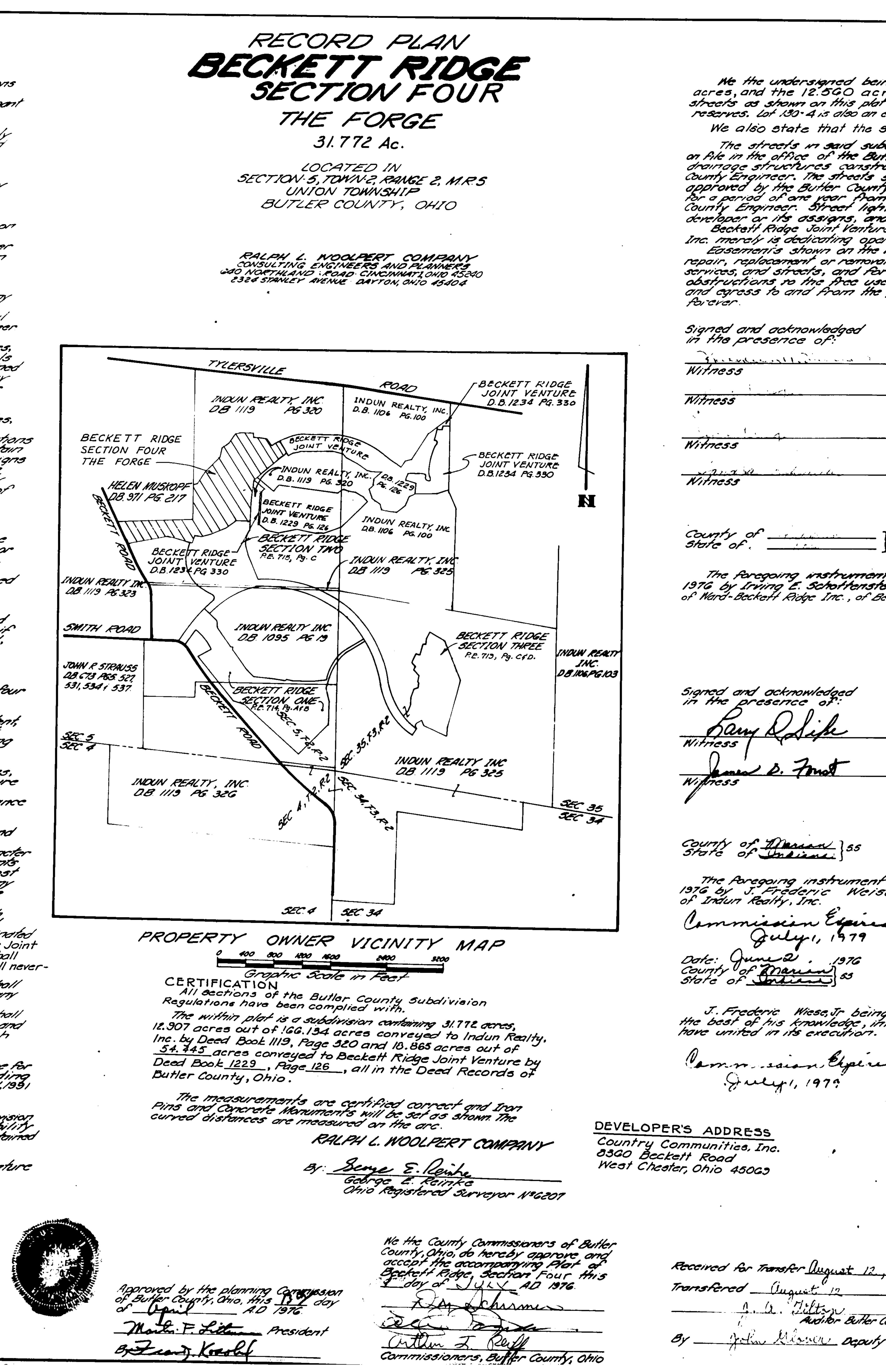
This Plat as approved is subject to present and future regulations of the Butler County Board of Health.

Approved for Health and Sanitation by the County Department of Health, Butter County, Ohio, this 14 day of HUL AD 1976.


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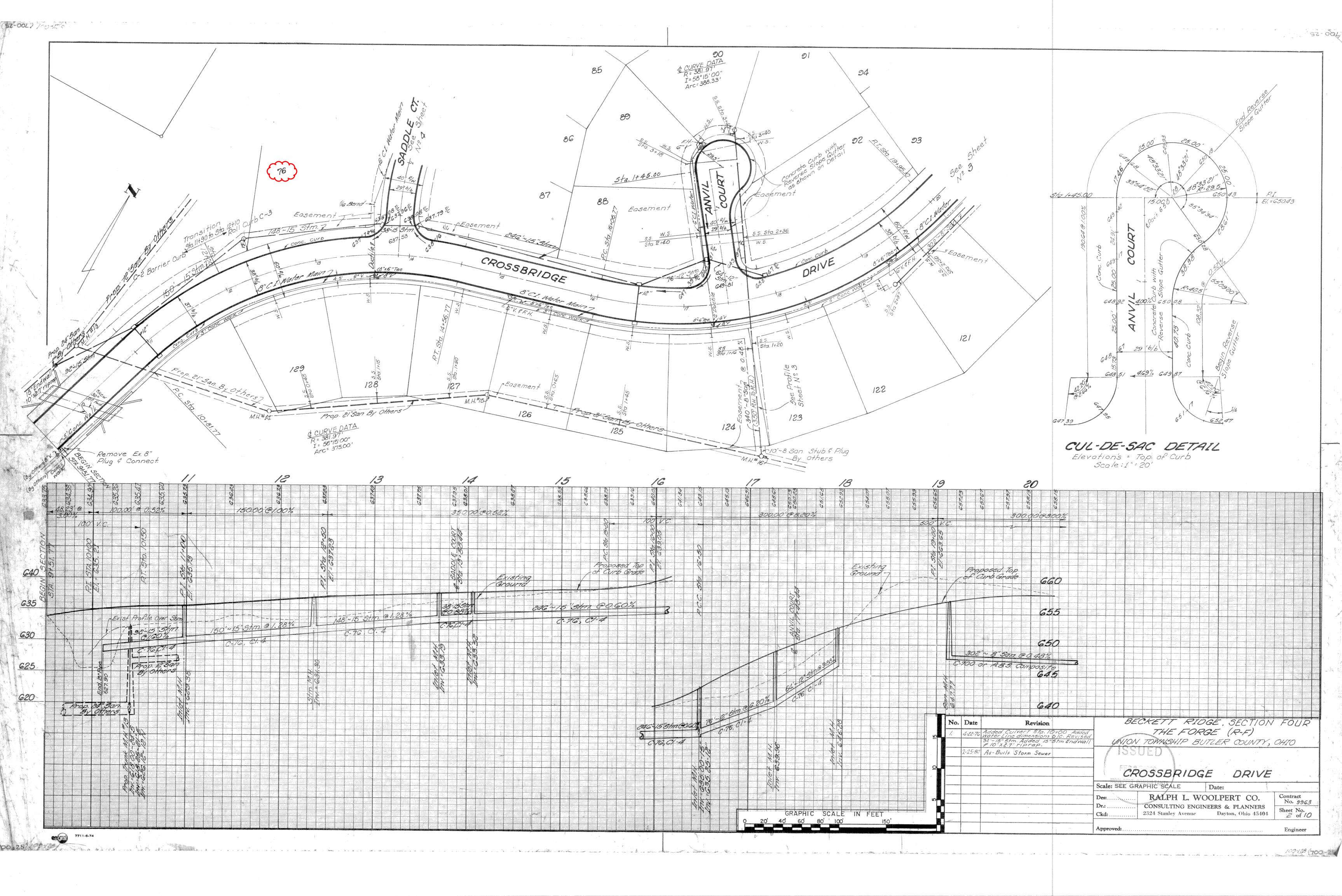


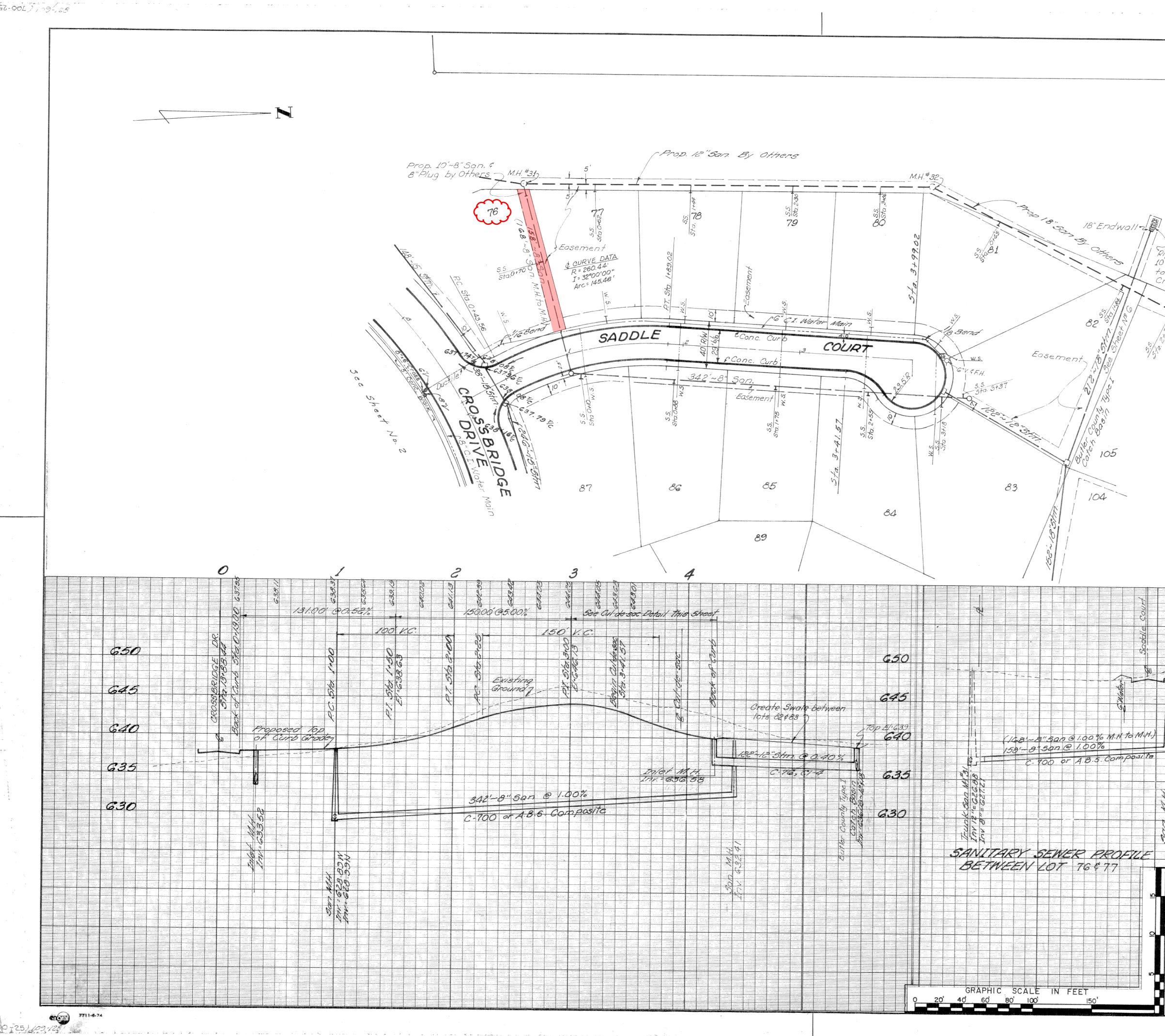




735-B BECKETT RIDGE PUD PHASE RE No the undersigned being all the owners and lienholders of the 19.212 acres, and the 12.560 acres as described in the within plat do hereby dedicate all streets as shown on this plat to the public use forever. Lots 75-4 and 130-4 are open space reserves. Lot 130-4 is also an casement for utility, drainage and watercourse. We also state that the streets are free and unencumbered. The streets in said subdivision shall be constructed in accordance with approved plans on file in the office of the Butler County Engineer, street name signs shall be erected and drainage structures constructed as per approved plans on file in the office of the Butter county Engineer. The streets shall be constructed within one year from the date the plating opproved by the Butter County Commissioners, and shall be maintained and kept in repair for a period of one year from the date the constructed streets are approved by the Butter County Engineer. Street lighting maintenance and operation will be the responsibility of the developer or its assigns, and is not the responsibility of Butter County or Union Township Beckett Ridge Joint Venture is responsible for street and utility construction. Indur Realty Easements shown on the within plat are for the construction, operation, maintenance repair, replacement or removel of water, sever, gas, electric, telephone or other utility lines and services, and streets, and for the express privilege of removing any and all trees or officer obstructions to the free use of said utilities and streets and for providing of ingress and caress to and from the property for said purposes and are to be maintain as such OWNER BECKETT RIDGE JOINT VENTÜRE A PARTNERSHIP Y IRVING-BECKETT RIDGE INC. ulither----Irving E. Schottenstein, President BY WARD-BECKETT RIDGE INC. By: Standard At the Word C. Osse, President The foregoing instrument was acknowledged before me this & day of 1976 by Irving E. Schottenstern, President of Trving-Beckett Ridge Inc. and by Word C. Cast Frederic of Nard-Beckett Ridge Inc., of Beckett Ridge Joint Venture, a Partnership. Notory Public Man OWNER INDUN REALTY, INC. By: Meaninghearly T. Frederic Wiese, Jr. /, President G. Nilbur Little, Secretory The foregoing instrument was acknowledged before me this Bul day of summer 1976 by J. Frederic Weise, Jr., President and by G. Wilbur Little, Sectory J. Frederic Wiese, Jr being duly sworn, says that all persons and corporations to the best of his knowledge, interested in this dedication either as owners or lienholders, Leder marine Note: For all lots except those designated as Open Space Reserves, any Lot transferred will have a minimum width and area substantially the same as those shown on the plat, and that only one principal building will be permitted on any such lot. Filed for Record August 17, 1976 of 9:50 Am. Recorded august 18 10_____ A.D. 1976 - fear m. Klager Recorder, Butter County, Otrio. AD. 1976 By Johnn Jonson Ocarty Plat Envelope 135- AB+C File Nº 16935 Fee 51.84 - -·····







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