

There shall not be erected, placed or allowed to remain on the Tract any building or structure except as described below. Furthermore, the Tracts shall at all time be maintained in compliance with the following requirements:

1. A Tract owner(s) shall at all times maintain compliance with the rules and regulations of all Fairfield County, Violet Township or other applicable governmental bodies having jurisdiction over the property.
2. Before any construction activity takes place on a Tract the buyer/owner must contact the applicable local government authorities to make sure that they are in compliance with all applicable local laws.
3. Before occupancy of any residence on a Tract, a sewage disposal system shall be installed in conformance with the minimum standards as required by the Fairfield County Board of Health and/or other governmental entity with jurisdiction there over.
4. Where protective covenants and Fairfield County or Violet Township Ordinances are in conflict, the stricter requirement will prevail.
5. Only one private single family residence with a minimum of two car attached garage is allowed on a Tract.
6. Any residence shall be a minimum of 1,800 square feet of indoor living space (excluding basement and garage).
7. No modular or mobile homes shall be permitted provided however that this provision does not preclude the use of a manufactured home that otherwise is in compliance with these restrictions and applicable law.
8. All outbuildings regardless of size must be permanently constructed on a foundation of concrete or stone unless the building is a pole barn. There shall be no Quonset huts.
9. Each owner of a Tract agrees to, at all times, maintain their property and any road ditches on their Tract by mowing regularly and at all times controlling noxious weeds on the Tract.
10. All exterior fuel tanks and other utilities (including but not limited to electric service) shall be placed underground, except that propane tanks may be kept and maintained above ground provided they are properly landscaped in such a fashion to hide the tanks from public view. Notwithstanding the

foregoing if the applicable utility does not allow or provide for underground service, community custom shall take precedence as to construction of above ground utility lines.

12. No inoperative or unlicensed motor vehicles may be placed on a Tract for more than three days, unless stored indoors.
13. No accumulation of discarded personal effects, debris, garbage, or any unsightly object or matter will be permitted on a Tract.
14. No noxious or offensive activity shall take place on a Tract
15. No towers or other structures on a Tract shall exceed 35 feet in height.
16. Noise and odors on the Tracts shall be controlled so that neither shall be unreasonably offensive to other owners of another Tract.
17. No incomplete or junk type structures shall be permitted on a Tract. No temporary house, shack, tent, camper, school bus or recreational vehicle shall be used as a permanent dwelling. Temporary tent camping is allowed for recreational use.
18. No billboard (signs larger than 6' x 6') shall be erected on a Tract.
19. Invalidation of these covenants by any judgment of court order shall in no way affect any of the other provisions which will remain in full force and effect.
20. Nothing contained herein shall be construed as creating any obligation on the Grantor to enforce these protective covenants.
21. The purchasers of this land, for themselves, their heirs and assigns, the acceptance of the conveyance of this land, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.
22. These Protective Covenants may be modified, in writing, with the consent of all of the owners of the Tract(s) impacted thereby provided any amendment is recorded of public record and consented to by the Grantor.
23. 4. Maintenance: The owners of the Tracts using the Driveway Improvement in an Access Dr. Easement Area shall jointly maintain, improve and keep in good repair the driveways in the Access Easement Area, based upon their percentage of the lineal feet utilized by them in the Access Dr. Easement Area(s). Any Tract Owner who identifies a need to maintain, improve or repair the Access Dr. Easement shall notify all Tract Owners served by said Access Dr. Easement and the Tract Owners shall confirm the need, costs, timing and choice of laborer(s) for the same as necessary to maintain the Driveway Easements in accordance with the base standards set forth herein.
24. The maintenance, improvement, and repair of each Shared Access Easement, including traffic and common signage, landscaping, trash/litter pickup, and snow and ice removal shall be shared by the owners of each Tract as delineated herein.

25. Damage: Any damage resulting from extraordinary uses such as construction traffic usage by/for a specific Tract owner, other than ordinary wear and tear, shall be repaired and paid by said specific Tract owner. Said repairs shall meet or exceed the condition of the Access Dr Easement at the base standard and shall be completed within 30 days from the date of damage unless the Owners of a majority of all Tracts using the Access Dr. Easement Area damaged agree to extend said time period for repair.

26. Private Drive: The owner of each Tract shall be required to construct and maintain, at his/her own expense, the access driveway to be situated on his/her Tract connecting to the Access Dr Easement.

27. Dispute: In the event of a dispute regarding maintenance, improvements, repairs, costs, or use of the Access Dr. Easements arise between the owners of any Tracts, said dispute, if not resolved by agreement of the involved Tract owners, shall be submitted to binding arbitration pursuant to the provisions of Chapter 2711 of the Ohio Revised Code and the owners of all Tracts involved in said dispute shall share equally all costs of arbitration.