

BOLTON PROTECTIVE COVENANTS:

THE PURPOSE AND INTENT OF THESE PROTECTIVE COVENANTS IS TO PROTECT AND PRESERVE THE NATURAL ECOSYSTEM AND THE LANDSCAPE OF THE AREA.

THESE PROTECTIVE COVENANTS ARE COVENANTS THAT RUN WITH THE LAND UNTIL **JANUARY 1, 2070**, AND, IN ADDITION TO THOSE WHO ARE ENTITLED TO ENFORCE PURSUANT TO OHIO LAW, MAY BE ENFORCED (THROUGH INJUNCTION OR OTHERWISE) BY BOLTON PROPERTIES LIMITED, AN OHIO LIMITED LIABILITY COMPANY, OR ITS SUCCESSOR IN INTEREST. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN PROVIDED, BOLTON PROPERTIES LIMITED DOES NOT HAVE THE OBLIGATION TO ENFORCE THESE PROTECTIVE COVENANTS.

1. NO MORE THAN ONE (1) RESIDENCE SHALL BE PERMITTED ON THE REAL ESTATE CONVEYED UNDER THIS DEED.
2. THE PARCEL OF REAL ESTATE CONVEYED PURSUANT TO THIS DEED SHALL NOT BE FURTHER SUBDIVIDED.
3. NO MOBILE HOMES SHALL BE PLACED ON PROPERTY.
4. MODULAR HOMES ARE PERMITTED.
5. NO INOPERATIVE OR UNLICENSED VEHICLES MAY BE PLACED ON SAID LOTS. NO ACCUMULATION OF DISCARDED PERSONAL EFFECTS, DEBRIS, WASTE, GARBAGE OR ANY UNSIGHTLY OBJECTS OR MATERIAL WILL BE PERMITTED ON ANY LOT.
6. BEFORE ANY CONSTRUCTION TAKES PLACE, THE PURCHASER MUST CONTACT THE LOCAL GOVERNMENT AUTHORITY TO MAKE SURE THEY ARE IN COMPLIANCE WITH THE LOCAL LAWS.
7. BEFORE OCCUPANCY OF ANY HOUSE, A SEWAGE DISPOSAL SYSTEM SHALL BE INSTALLED TO CONFORMITY WITH THE MINIMUM STANDARDS REQUIRED BY THE COUNTY BOARD OF HEALTH.
8. ALL LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES, (THOUGH THE LOT OWNER MAY STORE EQUIPMENT AND MATERIAL USED IN A BUSINESS IN A WELL CONSTRUCTED AND ENCLOSED BUILDING ON THE PROPERTY). THE PROPERTY IS NOT TO BE USED FOR COMMERCIAL OR RETAIL ENTERPRISES (WITH CUSTOMERS COMING AND GOING) WITH THE EXCEPTION OF CHURCHES, RIDING STABLES, HORSE FARM, CATTLE FARM, OR TRUCK FARM (FRUITS AND VEGETABLES). THE DWELLING(S) PERMITTED PURSUANT TO PARAGRAPH 1 ABOVE MAY BE USED FOR RENTAL PURPOSES.
9. NO SWINE ARE PERMITTED. LARGER DOMESTIC FARM ANIMALS (INCLUDING BUT NOT LIMITED TO HORSES, CATTLE, SHEEP, GOATS, AND LLAMAS) ARE PERMITTED, BUT SHALL BE LIMITED TO ONE (1) PER ONE (1) ACRE OF FENCED PASTURE. THE PASTURE SHALL NOT BE OVER GRAZED BUT SHALL BE HEALTHY AND THICK, AND WEEDS SHALL BE CONTROLLED. NOISE AND ODORS FROM ANY ANIMAL SHALL BE CONTROLLED SO THAT NEITHER SHALL BE OFFENSIVE TO ADJOINING NEIGHBORS.

10. ANY RESIDENCE ERECTED ON SAID LOTS SHALL BE AT LEAST 700 SQUARE FEET OF INDOOR HEATED AREA (EXCLUDING BASEMENT AND GARAGE) AND SHALL HAVE A FINISHED SIDING SUCH AS RUSTIC WOOD, LOG, FRAME, BRICK VENEER, PRESS BOARD, OR CONTEMPORARY SIDING.
11. ANY BUILDING OR STRUCTURE PLACED ON SAID PROPERTY SHALL BE SET-BACK A MINIMUM OF 100 FEET FROM THE CENTERLINE OF THE EXSISTING ROAD AND 100 FEET FROM ANY PROPERTY LINE UNLESS A LESSER SET-BACK IS REQUESTED BY PUBLIC AUTHORITY.
12. WHERE THESE PROTECTIVE COVENANTS AND THE ZONING ORDINANCES ARE IN CONFLICT, THE STRICTER REQUIREMENT WILL PREVAIL.
13. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OF COURT ORDER SHALL, IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
14. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY OBLIGATION ON THE PART OF BOLTON PROPERTIES LIMITED OR THEIR HEIRS AND ASSIGNS TO ENFORCE THESE PROTECTIVE COVENANTS.
15. THE PURCHASERS OF THIS FARM OR ANY LOT, FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, BY THE ACCEPTANCE OF THE CONVEYANCE OF SAID LOTS, AGREE TO BE BOUND BY THE COVENANTS CONTAINED HEREIN AND ARE THE PRIMARY ENFORCERS OF THESE COVENANTS.