

The above described property is to form a platted subdivision containing a total of 12 single family residential lots. In pursuance of a general plan for the protection, benefit, and mutual advantage of all the property hereinabove described and all of the persons who may now or hereafter become owners of any part of said properties, and as part of the consideration for this conveyance, the Grantee accepts the same subject to the following restrictions, covenants, conditions, and applicable easements, which shall run with the land:

1) No lot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not exceeding two and one-half stories, together with an attached private garage for not less than two cars. Detached out-buildings will be permitted as long as they are constructed and are built as basically the same materials as the dwelling. Roofs are to have a minimum of 5/12 pitch with one foot overhang. Minimum and maximum size and location are allowed subject to architectural review board approval.

2) No excavation, building or other structure or thing (including but not limited to, fences, television antennas or satellite dishes, mail boxes, outdoor lighting, and propane tanks) shall be commenced, erected, installed, used or maintained on any lot, nor shall any addition, change or alteration to any structure or thing on any lot be made until a complete set of plans and specifications including location, elevations, slopes and grades have been submitted to and approved in writing by the Grantor or its designee. Grantor, or its designee, has the right to refuse the design, materials, size, color, or location for any structure or thing if the Grantor, or its designee, determines that the same will not be architecturally or aesthetically consistent with the other buildings, structures or things in the subdivision. In the event the Grantor, or its designee, fails to approve or disapprove any such plans or specifications within thirty (30) days after those items have been submitted for approval, the same shall be deemed approved. In addition, all homes built must have a minimum of 30% front elevation covered with natural materials; i.e., brick, stone, stucco, or cedar siding.

3) One story dwellings shall have a minimum of 1800 sq. ft. of finished floor area. Any two-story dwelling shall have a minimum of 2200 sq. ft. of total finished floor area. One and one-half story dwellings shall have a minimum of 2200 sq. ft. of total finished floor area. Bi-level and split-level dwellings shall have a minimum of 1800 sq. ft. of finished floor area above grade and a minimum of 2200 sq. ft. of total finished floor area. The above square footage requirements refer to heated, livable areas, exclusive of basements, porches and garages. It is recommended that the garage door for vehicles enter from the side of the garage subject to architectural review board.

4) Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices as prescribed by the local office of the United States Department of Agriculture Soil Conservation Service must be installed and followed around the perimeter of the construction area and across all swales and along all waterways in order to prevent siltation damage to adjoining properties or easement. Additionally, in the event that any existing drainage tiles are damaged or disturbed during the construction process on any lot, such drainage tile shall be professionally repaired or re-routed in a reasonable manner so that the drainage of adjoining tracts is not disturbed. Each lot owner must maintain, repair or replace that portion of any drainage tile lines that cross such owner's lot.

5) All construction on any lot shall be by conventional methods, using normally accepted building practices and materials (all exterior construction materials shall be new), and no pre-fabricated outbuilding, mobile home, modular home, or house trailer shall be erected or maintained on any lot. Pre-engineered trusses and wall panels are not considered prefabricated house; all subject to architectural review board.

6) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling, and its attached garage, shall be occupied until the same has been substantially completed (including final grading and landscaping of the lot upon which such dwelling, and its attached garage, are constructed) as shown by the issuance of a final inspection certificate issued by the Grantor or its designee. In the event the Grantor, or its designee, fails to issue such a certificate within seven (7) days after the same has been requested, the same shall be deemed issued. A minimum of 15 shrubs, 4 trees and bushes shall be planted as foundation landscaping in the front and the yard is to be seeded within one year of occupancy.

7) Any dwelling, and its attached garage, shall be substantially completed (as herein above provided) within one year from the date the same shall have been commenced.

8) No structure shall be located on any lot nearer to the front line or nearer to a side street than a minimum building set back lines shown on the recorded subdivision plat. The minimum setback is 110' from centerline of road subject to architectural review board. No structures of any nature whatsoever shall be constructed within the boundaries of any utilities or drainage easements shown on the recorded subdivision plat.

9) Notwithstanding any other provision hereof, before construction is commenced, the location of the dwelling, driveway, on-site sanitary disposal system, and residential water well shall be approved by the Fairfield County District Board of Health, or other appropriate county or township authority. All on-site sanitary systems in operation on any lot, including any perimeter drains installed and used in connection with such on-site sanitary systems, shall be inspected annually by the Grantor or its designee. Such inspections shall be undertaken by an individual satisfactory to the Fairfield County District Board of Health. An easement is hereby reserved in favor of the Grantor or its designee to enter in and upon any lot to undertake such annual inspections. Copies of the results of such inspections, shall be delivered to the Fairfield County District Board of Health. To the extent that such inspections show any deficiencies in the on-site sanitary system on any lot, in accordance with the rules and regulations of the Fairfield County District of Health, the owner of such lot shall bear the entire expense of remedying such defects.

10) No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that cats, dogs or other household pets may be kept. No animals may be kept, bred or maintained for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. 4-H animals will be allowed subject to approval by Grantor or its designee. All animals that are kept on any lot shall be confined or restrained to prevent their trespass onto other lots in the subdivision. No more than four (4) horses will be allowed on rear section of parcel #9.

11) The size and type of driveway drainage structure shall be determined by the Grantor, or its designee, and shall at least meet specifications. Except for the installation of the driveway drainage structure, the roadside ditches shall not be enclosed. No vehicles shall be driven across the roadside ditches abutting any lot, except over and across such driveway drainage structure after it is completely installed.

12) No hedge, tree or shrub lines shall be placed on any lot that obstructs the view of traffic approaching any street or road intersection within or surrounding the area affected hereby. The same sight-line limitations shall apply to plantings near points where a driveway enters a street or road.

13) No utility or pleasure vehicle or equipment, including mowers, tractors, and other lawn and garden equipment, campers, boats, boat trailers or house trailers shall be stored or parked on any lot for a period in excess of seven (7) consecutive days unless it is entirely within the garage or other enclosed area designed expressly for such purpose. No inoperable or unlicensed vehicle of any kind whatsoever shall be stored or parked on any lot for a period in excess of seven (7) consecutive days except entirely in the garage or other enclosed area and designed expressly for such purpose. No semi-tractors or semi-trailers. No vehicle repair work shall be undertaken on any lot except in the garage or other enclosed area designed expressly for such purpose.

14) No obnoxious or offensive activity shall be permitted on any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15) No lot shall be used as a dumping ground. Trash, garbage, rubbish, garden waste, prunings, or other waste shall not be kept except in sanitary containers for collection that shall be stored within a structure or concealed by landscaping or other materials, either of which provide a year around visual screen for such containers from neighboring streets or properties, as approved by the Grantor or its designee. All equipment for the storage or disposal of such material shall be kept clean and sanitary. Each lot owner shall arrange for trash to be collected and removed on a weekly basis. Trash containers may be placed in an open area to facilitate collection and removal of trash for a period not to exceed twelve (12) hours prior to pick-up.

16) All trees, shrubs, grass and plantings of every kind on any lot shall be kept well maintained, properly cultivated and free of trash and unsightly material. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere on any lot. No unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All vacant lots shall be mowed two (2) times each year, namely once in June and once in October.

17) No lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into disrepair and all dwellings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Grantor or its designee. Each lot owner, for himself and his successors and assigns, hereby grants to the Grantor or its designee, the right to make any necessary alterations, repairs or maintenance to carry out the intent of this provision and hereby further agrees to reimburse the Grantor

or its designee for any expenses actually incurred in carrying out the foregoing.

18) No billboards, signs or advertising device of any kind shall be erected, placed or suffered to remain on said premises, except for one sign of not more than five square feet advertising the property for sale or rent and promotional signs used by a builder during the construction period.

19) The Grantee, or the heirs and assignee of the Grantee, shall not convey or otherwise alienate said premises or any part thereof, or interest therein, unless such interest of conveyance shall expressly provide that the person or persons receiving the same shall accept and be bound by the terms and obligations herein expressed.

20) These covenants shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Association, in accordance with its by-laws, has been recorded changing said covenants in whole or in part. At or before the time of such conveyance, the person or persons receiving the instrument of conveyance shall receive from the party making such conveyance a copy of these restrictions and the by-laws of the Association, if it has been formed at the time of such conveyance.

21) Enforcement of these restrictions may be by proceedings at law or in equity or both, brought by an owner or other party in interest, including the Grantor, or its designee, against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation or any restrictions, either in law or in equity, may recover his, her or their reasonable costs in doing so, including reasonable attorney fees.

22) Invalidation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

Received by Homeowner: _____

Lot # _____