

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

FOR

THE GREEN AT VISTA

The following are hereby promulgated and adopted as and for protective covenants and building restrictions for The Green at Vista Development in Muskingum Township, Muskingum County, Ohio, and are attached to the plat thereof and shall run with the land.

These covenants and restrictions shall remain in force for a period of fifteen (15) years from the date of the filing of the plat, and thereafter shall continue for successive periods of fifteen (15) years each, unless the Owners of a majority of the total number of Lots in said Development shall have executed an instrument for record with the Recorder of Muskingum County, Ohio, ninety (90) days prior to the expiration of any fifteen (15) year term hereof. All roads within said Development, excluding private driveways, shall be deemed public roads and shall be dedicated to Muskingum Township upon their completion.

1. All Lots in said Development shall be used exclusively for single family residential purposes. However, nothing in these restrictions shall prevent a Lot Owner from having a personal office in his residence for personal and/or business use, provided that no Lot shall be used as a business site except as a sales office for the promotion or selling of lots or homes in the Development.
2. Each Lot in said Development may be improved with only one (1) dwelling, a residence designed for the use of a single family, with an attached garage for not less than two (2) or more than three (3) vehicles. Each Lot Owner may erect one (1) small storage shed on the rear of the Lot. There shall be no detached garages or other out buildings. Every home in the Development shall have a roof covered front porch or front entry with a hard surface sidewalk connecting to the driveway.
3. All setback lines, access lines and building lines shall conform to those set forth as indicated on the Record Plat(s) for The Green at Vista. Unless otherwise shown on the Plat, the front yard building setback line from any dedicated street right-of-way shall be twenty-five (25) feet and the rear line set back shall be forty (40) feet from the rear property line. There shall be ten (10) foot utility easements on all front and rear lot lines, and five (5) foot utility easements on all side lot lines. Set back lines and easements shall be modified as shown on the recorded plat(s) for the Development. Access to all Lots within the Development shall be by platted streets unless otherwise indicated. No lot shall directly access Vista View Drive. Where indicated on the Plat, easements are retained for access to the golf course.
4. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels within the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In addition to the foregoing, the following provisions shall also govern as regards to easements and shall be binding on all parties purchasing a Lot in said Development, and all parties claiming through or under them:
 - a) **Power Lines.** All utility lines from the utility main line to the residence shall be installed underground. Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. No Lot Owner or Owners shall erect or grant to any other person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service within the Development, except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the restricted area.
 - b) **Antennas, Utility Lines, etc.** Television antennas (and satellite dishes of three (3) feet in diameter or less) are permitted provided they are located and mounted on or wholly within the residence. The location of such antennas or satellite dishes must be unobtrusive.

Otherwise, no antenna or satellite dish of any kind for transmission or reception of television or any other form of electromagnetic radiation shall be erected, used or maintained on the property unless wholly contained in a building. No lines, wires or other devices for communication purposes, including but not limited to telephone, television, data and radio signals, or for the transmission of electric current or energy, shall be constructed, placed or maintained anywhere in or upon the property unless the same shall be in or by conduits or cables constructed, placed and maintained underground, or concealed under or within buildings, or other improvements, provided, above ground electrical transformers and other equipment may be permitted if properly screened. In addition, all gas, water, sewer, oil or other pipes for gas or liquid transmission shall be placed underground or within buildings. Electric, telephone and cable television lines are to be underground. All service entries and conduits shall be painted to blend with the exterior of the home. No window air conditioners shall be visible from any street or the golf course. All exterior air conditioning equipment or other mechanical equipment shall be permanently screened from the street.

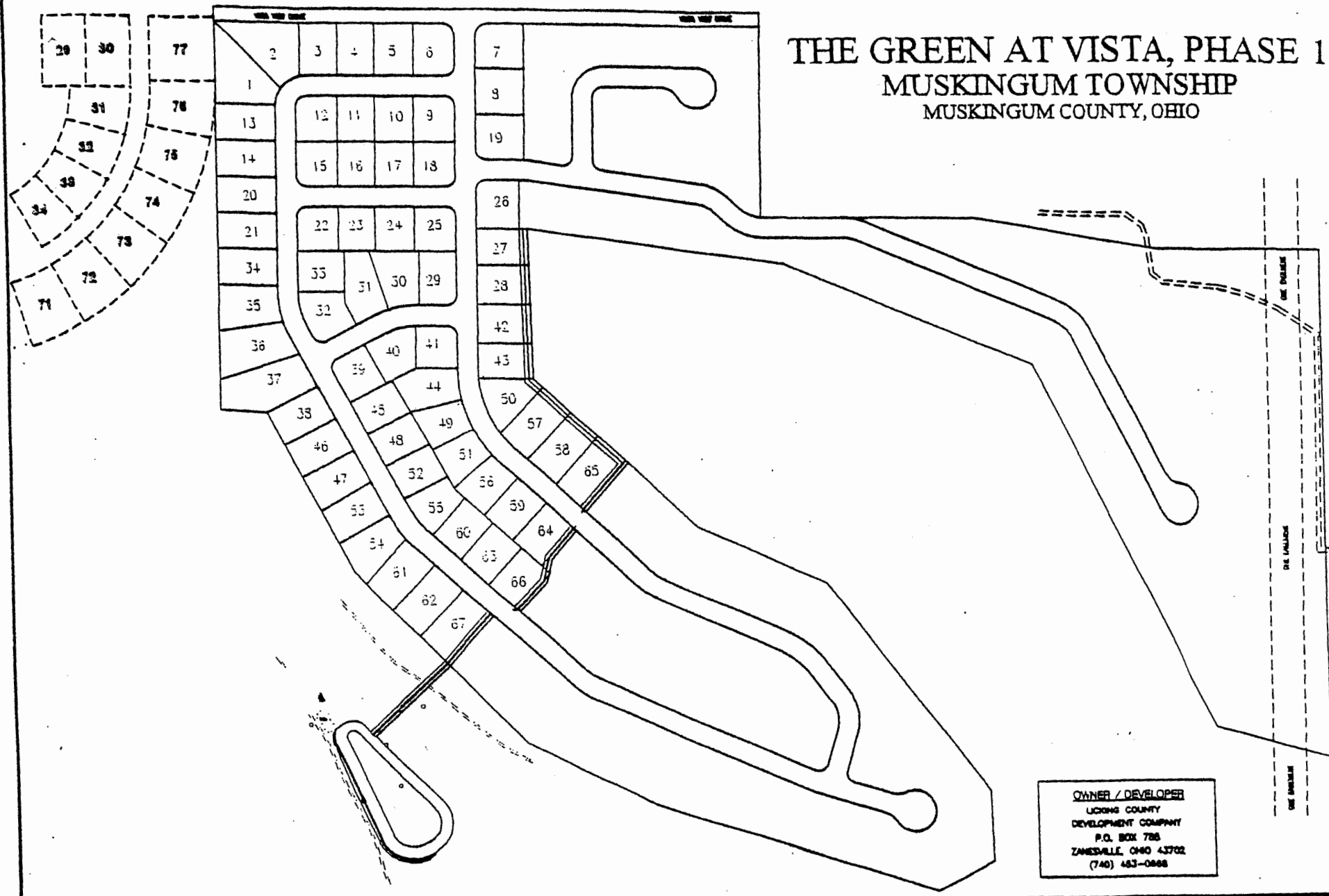
- c) **Service Capacity.** Electrical service entrance facilities installed to connect any house or any structure to the electric power company's distribution system shall have adequate capacity for future needs and shall not have less than three wires of a capacity of not less than two hundred (200) amperes, and shall be installed in accordance with engineering standards issued by the electric company.
 - d) **Service Laterals.** The Lot Owner in said Development shall make the strip of land in which the underground service lateral is located accessible to the utility company's equipment, remove all obstructions from said strip of land, and provide continued access to the strip of land to the utility company for operation, maintenance and replacement of the service lateral, it being understood that the utility company will not be liable for damages to walks, driveways, lawns, landscaping or any other improvements that might result from the installation, repair or maintenance of the service lateral.
 - e) **Service Costs.** The Lot Owner shall pay for any service laterals to the individual residence at the time any such service is required including any tap fees to public utilities.
- 5. No garage, trailer, basement, tent or unfinished building shall be used as a temporary living quarters during construction of the dwelling. All dwellings and/or improvements must be completed within one (1) year after construction has commenced. All landscaping must be completed as per Item 12 herein.
 - 6. No large trucks, trailers, boats, commercial vehicles, motor homes, non-operative vehicles of any kind and/or motor driven vehicles of any type shall be left on the property for more than a total of fifteen (15) days per year. This does not apply a boat, motor home, camper or other vehicle as is stored wholly within a private garage, or stored immediately behind and within fifteen (15) feet of the residence in such fashion that it is not visible from any street within the Development or from the Vista View Golf Course. No Owner may store more than one (1) such boat, motor home, camper or other vehicle behind a residence at any time.
 - 7. No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on the property except dogs, cats and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or cats may be kept on any Lot or in any dwelling on any Lot except when such dogs or cats may be less than three (3) months in age.
 - 8. No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the property except such machinery or equipment necessary for use in the construction or maintenance of improvements.
 - 9. No tree of any kind shall be removed or cut down which has a diameter in excess of six (6) inches. Only trees totally within the Lot of an individual Owner may be altered by that Owner. In the event a tree, trunk or branch extends upon the property of a contiguous Owner, said contiguous Owner must give written consent to the Owner wishing to make any alteration to the common tree. Any landscaping plan must provide for preserving the trees located on the Lot, as much as is possible. In the case of a non-wooded Lot, the planting of trees, either shade or ornamental, should be part of the permanent landscaping plan.
 - 10. No noxious or offensive activity shall be carried out upon any Lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

11. No signs whatsoever (including, but not limited to, commercial and similar signs) shall be erected or maintained on any Lot except signs as may be required by law, for sale or lease signs, and temporary political signs. This shall not be construed to prevent a builder or sub-contractor from displaying a sign during the construction of a dwelling for promotional purposes prior to the sale or completion of said dwelling. This paragraph shall not, in any way, prevent the Developer or its agents from placing signs on lots in the Development promoting the Development and/or homes therein.
12. Upon completion of a dwelling, all lawns shall be landscaped, shrubbed and seeded. All landscaping shall be completed within thirty (30) days following completion of the dwelling, except, when improvements are completed during the months of November through March, all landscaping shall be completed by the end of the following April.
13. No oil or gas drilling, development or refining operations of any kind and no quarrying or mining operations of any kind shall be permitted on any Lot, nor shall any oil or gas wells, tanks, tunnels, mine excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted on any Lot.
14. No individual water well system or individual septic system shall be permitted on any Lot. The Owner of each Lot shall cooperate fully and utilize Muskingum County sanitary sewer and the East Muskingum Water services in accordance with the appropriate rules of use. Approval of any system and any permits shall be obtained from the appropriate authority prior to construction.
15. Any home constructed in the Development, including the garage, shall be permanently sited on a permanent concrete or concrete block foundation with a concrete footer the top of which shall be a minimum of three (3) feet below final grade. No mobile home units may be placed on any lot in the Development. Permanently sited manufactured homes are permitted. First floor elevations must conform to the elevations set forth on the Grading Plan for the Development.
16. No dwelling shall exceed two (2) stories in height. This restriction, however, shall not be construed to prevent the erection of a multi-level residence which conforms substantially to this restriction. One story residences shall not be constructed with a single, straight roof line. Exclusive of open porches, basements and garages, the following minimum square footage of finished living area shall apply:

One Story Residence	1300 Square Feet
Multi-Level Residence	1500 Square Feet
Two Story Residence	1500 Square Feet
One & One Half Story Residence	1400 Square Feet
17. No log homes, log siding or simulated log siding will be permitted. All windows, porches, balconies and other exterior surfaces shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted. Roofs shall be a minimum of four/twelve (4/12) pitch to a maximum of twelve/twelve (12/12) pitch. Gable and hip-roof and variations with wide overhangs are preferred. Flat, gambrel flat and mansard roofs are not permitted. Matching roof shingles shall be used for the home, garage, front entry/porch and any other improvements attached to the house. Gutters, fascias, soffits and rake boards shall be painted to blend with the siding of the house. Roof ends, vents and flashing (except copper flashing) shall be painted to match the roof. Aluminum storm doors and screens must have finishes which blend with the house. Unpainted aluminum storm doors, screen doors and/or windows may not be used. Garage doors shall be painted or stained to blend with the house and be of one color. Storage sheds shall be constructed of wooden materials, shall be painted or stained to blend with the house, and shall not exceed one story in height with outside dimensions no greater than ten (10) feet by twelve (12) feet. Stucco must blend with natural earth colors. No concrete block building or concrete block fence shall be built on any Lot in the Development. Concrete block may be utilized in the construction of foundations, but, when exposed, shall be a decorative type or shall be covered with brick, stone or stucco. Patios and decks shall blend with the natural slope of the site. The location of swimming pools shall be visually screened from all sides of the Lot. Above ground pools are not permitted on lots adjoining the golf course or along Vista View Drive. All outdoor lighting shall be positioned so as not to disturb neighboring property Owners. The house address number shall be placed and maintained on the oncoming side of the mailbox serving each Lot using numbers of not less than two (2) inches or more than three (3) inches in height. A photocell controlled 100 watt pole lamp with underground electric lines, not exceeding eight (8) feet in height, shall be installed along the driveway within three (3) feet of the front property line, and such pole lamp shall be maintained and kept operational at all times by the owner of the Lot.

18. Hobbies and activities that tend to detract from the aesthetic character of the property, or improvements used in connection with such hobbies or activities, shall not be permitted. This paragraph has reference to, but is not limited to, such activities as automotive or boat repair and sporting activities involving equipment placed on the property.
19. No fences, except split rail type for decorative landscaping purposes, shall be erected or placed on any Lot. For lots with frontage on the golf course, no fences may be placed closer than fifty (50) from the lot line(s) adjoining the golf course. All Lots must be kept neat and mowed, where applicable, at all times, and drainage ditches shall be kept clear of any debris. Each lot owner shall be responsible in maintaining and mowing up to the edge of the pavement of the public road serving the lot along the entire frontage of the lot. On lots where easements have been retained for access to the golf course, the lot owner shall be responsible for maintaining up to the edge of the access path.
20. No Lot shall be used as a dumping ground and all household trash rubbish and garbage shall be kept inconspicuously on a temporary basis.
21. No Lot Owner shall build any dam or other device that will impair the natural flow of surface water. Each Lot Owner must plan for storm water when constructing any residence, or any improvement on a Lot, such that storm water will be diverted away from the residence, garage, sensitive landscaping, etc. in accordance with the Grading Plan for the Development. Under no circumstances will a Lot Owner hold the Developer, homebuilders, Muskingum Township or Muskingum County responsible for any damage to any Lot or improvements thereon caused by storm water. The cost of maintaining the storm water system serving the development, if any, shall be borne equally by all lots in the Development.
22. All driveways shall be paved with asphalt, concrete or paving bricks. Culvert pipes, if required and if not already installed by the Developer, shall be installed by the Owner at all driveway crossings and/or drainage ditches according to Township specifications. Where a drainage pipe has been installed by the Developer, a catch basin shall be installed at the uphill side of the driveway, when the driveway is installed.
23. Where the Owner of two or more adjacent Lots uses said two or more Lots as a single building site, traversing the common property line, the easement reserved for utility purposes in the dedication along the common line or lines of said adjacent Lots shall not be reserved but shall be conveyed to said Lot Owner unless said easement is already in use along said common line.
24. The Green at Vista Homeowners Association will be established by the Developer to provide for oversight and enforcement of these covenants and restrictions and for maintaining of any common areas and assets. In particular the Association shall be responsible for maintaining the entrance, access pathways to the golf course and the storm water system within the Development. The Association shall be governed by a Board of Directors consisting of the Developer and three (3) residents of the Development who shall be elected by the owners of lots, with each lot having one (1) vote. The Developer of The Green at Vista is Licking County Development Company, Ltd., its successors or assigns. The Developer is automatically a member of the Board, but may, at any time, withdraw from Board membership. The Association shall have the authority to grant minor variances if, in the opinion of the Directors of the Association, the variance does not violate the spirit or overall intent of these covenants and restrictions. All owners of homes in The Green at Vista shall be required to be members of the Association and to pay such membership dues as the Association determines is needed. In all cases, the dues for the Association shall be the same for each member. The Developer will work with the Association to implement rules and features that will be in the best interest of the Development, it being understood that the Developer has no obligation to join the Association or to pay dues.
25. These protective covenants and building restrictions may be enforced by injunction, in addition to any other remedy provided by law, by the Homeowners Association, the Developer or by the Owner of any Lot in The Green at Vista. Invalidation, by judgment or decree of any court of any of these restrictions or covenants shall not serve to invalidate those remaining.
26. Amendments, modifications, changes or additions to these restrictions and covenants may be made by the Owners of a majority of the total number of Lots in said Development by joining in an instrument in writing, duly executed, witnessed, and acknowledged and filed for record with the Recorder of Muskingum County, Ohio.

THE GREEN AT VISTA, PHASE 1
MUSKINGUM TOWNSHIP
MUSKINGUM COUNTY, OHIO



OWNER / DEVELOPER
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PHASE ONE
 ADR & ASSOCIATES, L.P.D.
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