

DECLARATION OF RESTRICTIONS

“The Oaks” Subdivision

In pursuance of a general plan for the protection and benefit and mutual advantage of all future owners of any portion of the Property (which, together with their successors and assigns, are hereinafter referred to as "Owners") and as a part of the consideration for any current or future conveyances of any part thereof: Granter hereby executes and delivers this Declaration of Restrictions with the purpose and intent of binding all Owners of any portion of Property with the reservations, restrictions, conditions, covenants, obligations, and rights hereinafter set forth, collectively referred to herein as "these Restrictions". These Restrictions are intended to be for the mutual benefit and protection of all Owners and shall be enforceable by any and all Owners. By accepting conveyance of any portion of the Property, each Owner covenants and agrees to keep and perform each of these Restrictions and to hold said real estate upon the terms set forth herein.

1. Use of Lots, Home Restrictions, Subdivision

No subdivision of any portion of the Property resulting in any lot or parcel containing less than a total of five (5) acres shall be permitted. No single tax parcel within the Property shall contain more than one home or dwelling unit ("Dwelling"). For purposes of these Restrictions, any portion of the Property which has been assigned a tax parcel number by the county authorities shall be hereinafter referred to as a "Lot", or collectively, "Lots". All portions of the Property shall be used exclusively for single-family residential purposes. No commercial purposes or advertising for commercial or business services shall be permitted on the Property. All single-floor Dwelling constructed on the Property shall have a minimum finished living area of 1600 square feet (exclusive of basement or attic areas). Any two-story Dwelling unit erected on the Property shall contain not less than 2000 square feet of finished living area (exclusive of basement or attic areas). Porches, breezeways and attached garages shall not be included when computing "finished living area". Notwithstanding the foregoing, any occupant of a Dwelling on the Property may establish and maintain a so-called "home office" within such Dwelling, provided that no sign shall advertise such home office.

2. Temporary Improvements

No temporary building or structures shall be permitted on any Lot; provided, however, trailers, temporary buildings, barricades or the like shall be permitted for construction purposes during the construction period of a permanent Dwelling. Notwithstanding the foregoing, no trailer, travel trailer, single or double-wide manufactured home, mobile home, basement, tent, shack, garage, barn, house which is not built on a permanent foundation, car or other similar shelter or any temporary housing device shall be maintained or used as a residence, temporarily or permanently, on any Lot. In addition, no Dwelling erected on any Lot shall be used as a residence until the exterior thereof has been completed with siding material. Construction of any Dwelling unit shall be completed within one year of the issuing of a building permit therefor.

3. Garages

Any Lot on which a Dwelling is erected shall have a not less than two-car garage constructed of similar material and style as the Dwelling. The construction of any such garage shall be completed within one year from the date the completion of construction of the Dwelling.

The currently existing dwelling located at 2990 Wilhelm Road, Chandlersville, OH 43727 shall not be subject to Item 3. Should the currently existing dwelling be demolished Item 3 shall apply.

4. Outbuildings

Outbuildings in the nature of barns, equipment sheds, greenhouses and storage buildings may be erected and maintained on any Lot provided that no portion of any such structure shall be erected within 50 feet of any Lot line and no such structure shall contain square footage in excess of 1200

and no Lot may contain outbuildings which, in the aggregate, comprise greater than a total of 2500 square feet. Any such outbuilding which falls into disrepair or is out of use due to disrepair for greater than six months shall be demolished and all resulting debris shall be removed from the Lot.

5. Permits

No construction of any Dwelling or any other structure, and no installation of any utility systems associated therewith shall be commenced or proceed unless all local and state permits necessary therefor have been properly obtained, and all codes, ordinances, laws and regulations relating thereto must be strictly followed.

6. State of Repair

All Dwellings and other structures on any Lot shall be maintained in a good state of repair. For purposes hereof "good state of repair" shall include an obligation that the exterior of any structure is properly painted, sided, weather-proofed, or the like; and there shall be no broken windows, detached gutters, damaged doors, holes in roofs, or the like. Driveways may be comprised of gravel, but shall be defined and well maintained. All portions of any lot which are comprised of lawn, pasture or open field, whether or not improved with a Dwelling unit, shall be mowed not less than two times per year and no weeds, underbrush or unsightly growths shall be permitted to remain on any Lot.

7. Screening. Refuse

Garbage and refuse shall be placed in containers which shall be concealed and contained within Dwellings, or shall be concealed by means of a screening wall of material compatible with that of the Dwelling or by sufficient landscaping to provide a permanent screen at all times of the year. No materials, supplies or equipment shall be stored on any Lot except inside a Dwelling, suitable outbuilding or behind suitable screening so that they are not visible from the road or adjacent Lots.

8. Storage Tanks

No storage tanks of any kind, whether above ground or underground, shall be permitted on the exterior of any Dwelling on any Lot with the exception of standard home heating fuel or water tanks. Any such permitted storage tanks shall be suitably screened from view from roadways and adjacent Lots.

9. Recreational Use/Hobbies

Hobbies, recreational activities or other activities that tend to detract from the aesthetic character of the Property on any Lot shall not be permitted. Any such activities that involve excessive noise, dust or accumulation of materials, supplies or equipment which may be considered unsightly to adjacent Lots shall be prohibited. Specifically prohibited are any activities involving the use of motorcycles, all-terrain vehicles or any other motorized vehicle on any Lot. Any activities which produce excess noise, odor or vibration are hereby prohibited. No use of firearms of any kind shall be permitted on any Lot. Properly licensed hunting shall be permitted only with bow and arrow and only in season. Any activity that may endanger the health or interfere with the quiet enjoyment of any other Owner or occupant of any Lot shall be prohibited.

10. Mineral Rights

Grantor will retain all mineral rights to the property. Each Owner acknowledges that the Property is subject to that certain Oil and Gas Lease from Thurman E. Corder and Josephine W. Corder to Oxford Oil Company, of record July 2, 1969 at Muskingum County, Ohio. No portion of any Lot shall be utilized for the purpose of exploring for, utilizing or otherwise exploiting the availability on or under any such Lot of any oil or other hydrocarbons, minerals of any kind, gravel, earth, soil or any other substance located in or under the ground.

11. Swimming Pools

Any "above grade" swimming pools shall be built and maintained in strict accordance with all laws and shall be suitably screened on a year round basis from all adjacent Lots.

12. Vehicles

No automobile or motor driven vehicle of any kind, including boats and motor homes, may be left on any Lot for a period longer than five (5) days in a condition such that it is incapable of being operated and utilized. After such time, any such vehicle shall be deemed a nuisance and detrimental to the welfare of all Owners and must be removed from the Lot. No commercial vehicle of any kind may be parked, stored or temporarily kept on any Lot except when stored entirely within private garages or permitted outbuildings.

13. Animals

Cattle, horses, or swine, shall be permitted on any lot up to a limit of two each, and sheep or goats or other similarly sized farm animals shall be permitted on any Lot up to the limit of 10 total, provided that all such animals are enclosed by fencing of wire or wood, with wood or metal posts, that is properly maintained and gated. No more than 12 fowl or other small animals per Lot shall be maintained. Noise and odors from any animals kept on any Lot shall be controlled so that they shall not be offensive to occupants of adjoining Lots. No animal of any kind shall be raised, bred or maintained for commercial purposes on any Lot.

14. Grading and Drainage

No construction, grading or other improvement shall be made at any Lot which would result in greater water drainage onto any contiguous Lot than existed prior thereto.

15. Lighting

No lighting shall be operated or maintained on any Lot which unreasonably interferes with the use or enjoyment of any contiguous Lot.

16. Duration, Construction and Amendment

These Restrictions shall bind Grantor and all Owners and all of their successors and assigns and shall **be** considered covenants running with the land until the date which is twenty-five years after the day of the recording of this instrument. after which time these Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by Owners owning more than one half of the total acreage within the Property agreeing to changes hereto shall have been recorded with the office of the County Recorder. For so long as Grantor remains an owner of any portion of the property, no such amendment shall be effective without written approval of the Grantor. These restrictions shall be construed toward their strict enforcement whenever reasonably necessary to ensure their effectiveness as reasonably relied upon by any Owner. The invalidity of any provision, requirement, term, condition, restriction, agreement, covenant, obligation, or any part thereof: as determined by a court or other authority of competent jurisdiction, shall not affect any remaining terms or any parts thereof nor shall any failure by Grantor or any Owner to object to a breach of any portion hereof be deemed a waiver on the part of Grantor or any Owner of any rights hereunder. No waiver, express or implied, by Grantor or any Owner of any aspect of these Restrictions shall be deemed to act as a waiver of any right to object to a future violation hereof, whether or not identical or related thereto.

17. Constructive Notice and Acceptance

Every person who now or hereafter owns any portion, title, or interest in any aspect of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not a reference to these Restrictions is contained in

the instrument by which such person acquired an interest in the Property.

18. Mutuality

These Restrictions are made for the direct mutual and reciprocal benefit of Grantor and all Owners and their successors and assigns. These Restrictions shall create mutual equitable servitudes upon the Property in favor of Grantor and all Owners, and these Restrictions shall create reciprocal rights and obligations between each of them and privity of contract and estate shall be deemed to exist between Grantor, all Owners and their successors and assigns.

19. Enforcement

In addition to any other remedies provided by statutory or common law, Grantor and all Owners, their successors and assigns, shall have the right to enforce, by any proceeding at law or in equity, all of these Restrictions, conditions, covenants and obligations established herein or hereinafter imposed as provided for herein. Failure by any party to proceed with such formal enforcement shall in no event be deemed a waiver of any such rights. Nor shall the doctrine of laches serve as a bar to enforcement of any rights established herein. Grantor, each Owner and each holder of any interest in any Lot hereby consents to the grant of injunctive relief, whether in the nature of temporary or permanent relief, without the necessity of the posting of bond, in order to enforce these Restrictions.