

SAVAGEVILLE
PROTECTIVE COVENANTS

September 22, 2003

Exhibit " _____ "

1. The following structures are allowed to be placed on said property: camper, barn, tent, basement, boat or other outbuilding, however, none of these structures shall at any time be occupied or used as a temporary or permanent residence.
2. No single-wide house trailer or mobile home shall be placed or kept on said premises as a temporary or permanent residence.
3. Double-wide homes are permissible, but must be placed on a permanent foundation.
4. No business or commercial activity shall be conducted on said premises, except activities normally related to small agricultural tracts.
5. No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, tall weeds, underbrush, tall grasses, junk, scrap, paper or debris of any kind or other unsightly condition. Property shall be kept reasonably trim and neat at all times. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Automotive and farm equipment in inoperative condition shall be properly licensed and not exposed to public view.
6. All structures which are in a dilapidated or unsightly condition shall be torn down and the debris removed from the property.
7. There shall be no more than one (1) residence on any lot unless Buyer receives written approval from County Health Department and County Engineer.
8. The construction of the dwelling house shall be completed within one year from the date of beginning construction.
9. Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
10. Domestic and farm animals are permissible, except swine or hogs, the pasture shall not be overgrazed, but shall be healthy and thick. Weeds shall be controlled.
11. Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.
12. Exceptions to the aforementioned restrictions may be approved by the Seller, his heirs and assigns, so long as the appearance of the area is not adversely affected.
13. All tracts shall not build their home-site within 25 (twenty-five) feet of any survey boundary line and/or within the road frontage access to back lots (flag lot stems).
14. No lot shall be subdivided for additional residential or other purposes, unless buyer has received written approval from Seller/Developers.
15. Grantees shall have 30 days to comply with any of these restrictions that are currently being violated.
16. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five years from the date hereof, and shall be automatically renewed for successive thirty-five year periods unless released or revised by the Grantor or his successors in interest.
17. Any lot owner within SAVAGEVILLE shall have the right to enforce by an proceedings at law or in equity, and all of these protective covenants and restrictions now or hereafter amended. Invalidation of any of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Countrytyme ALC, Ltd. shall not be obligated to join or assist in any suit brought by lot owner or owners to enforce these restrictions.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SAVAGEVILLE

MAINTENANCE PROVISIONS

Exhibit " "

1. The owners of each lot constituting a part of the Property shall take ownership of a lot subject to the perpetual and non-exclusive easement for the purposes of ingress and egress and for all ordinary driveway purposes on, over and across so much of each respective lot.

2. The Driveway Area shall be used only for ingress and egress and not for parking of motor vehicles, boats, trailers or any other equipment. It shall be kept free of all trash, debris, garbage or other unsightly obstacles. All trees, overhanging branches, or other obstructions to the free passage of public safety vehicles shall be removed and shall be kept removed and maintained at all times. No owner of any lot shall in any way obstruct or in any way impede or impair the proper usage of the common driveway for any other lot owner(s), their families, tenants, employees, invitees or licenses or any other party having legitimate access to any lot which is part of the Property.

3. The terms "maintenance", "repair", and "upkeep" as used in this instrument shall be interpreted in their broadest sense. The terms include, but shall in no way be limited to, snow removal, replacement of stone or gravel, paving or cementing the driveway, the removal of obstructions and overhangs from the driveway as needed, tar and chipping, dust control, grass and weed control, and ditch maintenance, together with all associated labor costs.

4. Relative to the total expense for maintenance, repair and upkeep of the common access driveway, each respective lot shall be responsible for and is hereby charged an equal percentage of the total expenses as follows:
Lots 1, 2, & 3 shall be 33.33% each

5. Any owner making use of the Driveway Area for extraordinary purposes, such as construction of a residence requiring the use of the driveway by heavy trucks or other equipment, shall restore the driveway and driveway area to as good a condition as it was in prior to the extra use. Such repairs shall be completed within 30 days after the extraordinary use ends.

6. Each lot owner shall bear sole responsibility for any losses, damages, however occurring to the lot owner, his or her family, visitors, agents, employees, tenants, licensees, or invitees and shall indemnify and hold all other lot owners harmless from any claims, damages, costs or expenses arising out of the use of the driveway or Driveway Area.

7. Each lot (regardless of the number of owners of said lot) shall be entitled to one vote (hereinafter referred to as a "Lot Vote"). All decisions and establishing of procedures as to the extent or the need of maintenance, repair and upkeep of the common access driveway shall be as a majority of said Votes deems fit. Nothing in this agreement shall prevent a Lot Vote from being exercised by proxy. If any owner institutes maintenance, repair, or upkeep procedures without the prior authority of all the Lot Votes, said owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the common access driveway.

8. This Maintenance Agreement may be modified so long as said modification is in writing, approved by the unanimous consent of all Lot Votes, and that said modifications shall not be in conflict with the County Regulations. Each modification shall be recorded in the County Recorder's Office.

9. All remedies, legal and equitable, shall be available to all of the owners of the Lot Votes to provide for the proper enforcement of the regulations, agreements or arbitration awards established, including the collection of unpaid costs due as charged to each lot.

10. If the parties are not able to agree as to what expenses for maintenance, repair or upkeep are necessary, the issues in dispute shall be submitted to binding arbitration. Except as provided herein, arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code as then enacted.

11. Within fifteen days after a party to this Agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator as chair-person and give notice of the selection thereof to the parties.

12. The arbitrators shall hold a hearing within a reasonable time from the notice of selection of the neutral arbitrator. In any event, the hearing shall be held within 60 days after appointment of the arbitrators, unless the parties agree in writing to an extension of time. Expenses of the arbitration shall be shared equally by the parties to this Agreement.

Date _____

Buyer _____

Buyer _____

This instrument was prepared by James L. Wilcox - Attorney at Law.