

**SYMMES RETREAT
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made as of the ____ day of _____, 2017 by Courntyyme Land, LLC., an Ohio limited liability company ("Developer").

A. Developer desires to develop the Property and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

B. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"), the Developer, its successors and assigns, and all utility companies or agencies or instrumentalities of local government providing utility services.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

USE:

- 1) All lots at Symmes Retreat are to be used exclusively for single family dwelling, recreational, farming or religious purposes.
- 2) No garage or unfinished dwelling, travel-trailer, barn, tent, basement or other outbuilding shall be used as a primary residence.
- 3) Camping is permitted on the lots, however the use of tents, travel-trailers, unfinished structures, etc... shall be limited to no more than 6 months during a 12 month period.
- 4) Singlewide manufactured dwellings shall not be placed on the property for any reason.
- 5) Construction of any dwelling must be completed within 12 months of beginning construction.
- 6) Prior to construction of any dwelling, each lot owner must obtain sewage disposal permit from the County Health Department, along with any other applicable state or local permits, which may be required.

BUSINESS / TRADE:

- 1) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

CONDITION/MAINTENANCE:

- 1) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, junk, scrap, paper or debris of any kind or other unsightly conditions. 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.
- 2) Automotive and farm equipment in inoperative condition shall not be exposed to public view.

EASEMENTS:

Subject to utility easements, road right-of-way easements, or drainage easements, if any. 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 Owners agree to grant utility easements to serve any lot of this development.

TERM:

This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office.

AMENDMENTS:

Until the date of the transfer of the last remaining interest in the Property, Developer may, with the consent of a majority of the Owners, annul, waive, change, enlarge, and modify the provisions hereof with respect to the real property hereby conveyed or any part thereof. No change of the provision hereof shall be made, however, which will deprive the Owner or Owners of any lot or any part thereof or further limit the use or enjoyment thereof without the consent of such Owner or Owners. After the last remaining interest in the Property has been transferred from the Developer, then modifications to the provisions hereof may be made with the consent of Owners representing 80% of the lots on the Property.

ENFORCEMENT:

Developer shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of Symmes Retreat. Any lot owner shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure of Developer or a lot owner to enforce any provision contained herein shall in no event be deemed a waiver of their right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of this agreement which shall remain in full force and effect. Developer shall not be obligated to join or assist in any suit brought by any lot owner or owners against another lot owner or owners to enforce these restrictions.