

## Cedar Fork

### DECLARATION OF COVENANTS AND RESTRICTIONS

November 19, 2004

EXHIBIT "D"

Countrytyme Grove City LTD, herein after referred to as "Declarant", hereby declares that the following described property ("Cedar Fork") shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purposes of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot owner, and the respective heirs, successors and assigns of the Declarant and each Lot owner.

Situated in the State of Ohio, County of Morrow, Township of Perry, being lots 1-3 at Cedar Fork.

#### RESIDENTIAL USE:

- 1) All lots at Cedar Fork to be used exclusively for single family, private residential, model homes, farming or religious purposes.
- 2) Any dwelling constructed or placed on the premises shall meet the following conditions:
  - a) Ranch style dwelling containing at least 1,350 square feet of finished living area.
  - b) Two story dwelling containing at least 1,750 square feet of finished living area.
  - c) All other style dwelling shall have at least 1,550 square feet of finished living area.
  - d) Living areas are exclusive of porches, breezeways, basements, and garages.
  - e) All homes shall be at least 24' in width.
- 3) No garage or unfinished single family dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
- 4) Singlewide manufactured housing shall not be placed on the property for any reason. Travel Trailers may be stored on the property only after a permanent residence is completed.
- 5) Construction of the dwelling must be completed within 12 months of beginning construction.
- 6) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.

#### CONSTRUCTION PERMITS:

Prior to any construction, each lot owner must obtain sewage disposal and well permit from the County Health Department.

#### ANIMALS:

- 1) With the exception of 4-H projects, no swine shall be permitted on any lot. Fowl are permitted, but shall be limited to twelve (12) fowl per lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

#### NOXIOUS CONDITIONS:

- 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. 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 shall be housed in an enclosed garage, building or barn.

#### BUSINESS / TRADE:

- 1) No noxious or offensive trade shall be carried on upon any lot.

#### EASEMENTS:

- 1) 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 a curtain drain outlet for storm water 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.
- 2) Existing drainage tile waterways shall be maintained. Drainage tiles broken during construction shall be re-routed to allow drainage of adjacent properties.

#### AMENDMENTS:

Declarant reserves the right to subdivide or combine all or parts of any unsold lot without the consent of any other lot owner.

#### ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of Cedar Fork. 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 Declarant 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. Declarant 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.