

Exhibit "M"

DECLARATION OF COVENANTS and RESTRICTIONS

DARBY FARM AT SCOTTSLAWN

Countrytyme Land Specialists Ltd, herein after referred to as "Declarant", hereby declares that the following described property ("Darby Farm at Scottslawn") shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purpose 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 tract owner, and the respective heirs, successors and assigns of the Declarant and each tract owner. Situated in the State of Ohio, County of Union, Township of Darby, being Tracts # 1-12 as described in Exhibits A-L and shown in Exhibit N.

DWELLINGS:

- 1) Any dwelling constructed or placed on the premises shall meet the following conditions:
 - a) Ranch style dwellings shall contain at least 1,500 square feet of finished living area.
 - b) Two story dwelling containing at least 1,850 square feet of finished living area.
 - c) All other style dwelling shall have at least 1,650 square feet of finished living area.
 - d) Living areas are exclusive of porches, breezeways, basements, and garages.
 - e) Nonconforming site built homes may be approved with written permission from Declarant and 50% of tract owners.
- 2) Garages, unfinished single family dwellings, travel-trailers, motor homes, truck campers, fifth wheel trailers, tents, basements, barns or other outbuildings shall not be used as a permanent residence.
- 3) Construction of the dwelling must be completed within 12 months of beginning construction.
- 4) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
- 5) Singlewide and Doublewide manufactured dwellings shall not be placed on the property for any reason. OBBC Modular homes shall be permitted.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to twelve (12) swine on any lot. Fowl are permitted, but shall be limited to twenty four (24) fowl per lot. Domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted. Pasture shall not be overgrazed.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

CONDITION/MAINTENANCE:

- 1) 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:

- 1) Subject to utility easements, pipeline easements, road right-of-way easements, or drainage easements, if any. Tract owners agree 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. Tract owners 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. Tract owners agree 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.

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 first filed for recording with the appropriate governmental office.

ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of Darby Farm at Scottslawn. 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.