

**THE PINES AT MAINESVILLE
DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, EASEMENTS CONDITIONS AND RESTRICTIONS (the "Declaration") is made by Courtytyme Land Specialists Ltd, an Ohio limited liability company ("Developer").

A. Developer desires to develop the Property into a residential subdivision ("Subdivision"), 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, easements, conditions 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 described above 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:

DWELLINGS:

- 1) No garage or unfinished dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be used as a primary residence.
- 2) Camping is permitted on the tracts, however, shall be limited to no more than 6 consecutive months during a 12 month period. (Longer terms shall be considered residences)
- 3) Construction of the dwelling must be completed within 12 months of beginning construction.
- 4) Singlewide manufactured dwellings shall not be placed on the property for any reason.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to four (4) swine on any lot. Fowl are permitted, but shall be limited to twelve (12) 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.

BUSINESS / TRADE:

- 1) No noxious or offensive trade shall be carried on upon any lot.
- 2) Tract owners shall be permitted to build multiple cabins on their tract for the purpose of operating a transient recreational cabin rental business.

EASEMENTS:

Subject to all leases and easements of record. Owners agree to grant utility easements to serve any lot of this development.

AMENDMENTS:

The restrictions herein may be amended or abolished with a vote of at least 75% of tract owners. Each separate lot at The Pines at Mainesville shall constitute a vote for approval of nonconforming structures or for amendment or abolishment of these restrictions.

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:

Developer shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of The Pines at Mainesville. 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.