

RESTRICTIONS

1) The following restrictions, to promote a general plan or scheme of development, SHALL be considered as covenants running with the subject land for infinity, and shall be binding upon Grantee(s), Purchaser(s) and/or Vendor(s) successors and assigns of the subject real property.

2) Any "stick-built" or manufactured home placed on the real property shall contain and be comprised of a minimum of Twelve Hundred (1200) square feet of residential living space. In case of a manufactured home consisting of a minimum of Twelve Hundred (1200) square feet of residential living space, said home shall be no more than five (5) years of age from date of manufacture at the time of original placement upon the subject real property, and shall be underskirted with commercially manufactured under-skirting specifically designed and manufactured for said use. THERE SHALL BE NO SINGLE WIDE MANUFACTURED HOMES PERMITTED UTILIZED ON THE SUBJECT REAL PROPERTY FOR RESIDENTIAL PURPOSES REGARDLESS OF WHETHER SAID SINGLE WIDE MANUFACTURED HOME MEETS THE MINIMUM 1200 SQUARE FEET RESIDENTIAL LIVING SPACE REQUIREMENT.

3) There shall not be permitted placed upon the subject real property any inoperable motor vehicles and/or equipment of any kind, or parts thereof parked, left or stacked upon any portions of the subject real property for more than an accumulative thirty (30) day period.

4) Any and all trash and debris shall be kept and/or confined within closed containers and shall not be permitted to accumulate loose and unconfined upon said subject real property.

5) Commercially manufactured camper type trailers and/or motor homes shall be permitted stored on said real property but shall not be used as a permanent residence.

6) Any stick-built or manufactured home shall be placed on no less than a three (3) acres tract of real property, and there shall not be permitted any more than one (1) residential structure permitted on a tract of less than three (3) acres.

Parcel No.(s) 156-00-00-012.012

**RULES, REGULATIONS, AND BYLAWS
OF ASSOCIATION #001
CLAYTON PIKE GROUP**

WHEREAS, the owners, developers of certain property in Adams County, recorded in Deed Book 182, page 470, have divided part of the property into tracts using a common roadway, and

WHEREAS, this Association is concerned with the tract presently consisting of _____ parcels, and

WHEREAS, the owners desire to set forth rules, regulations and bylaws for the maintenance of the roadways and promotion of harmonious relations among the tract owners.

NOW THEREFORE, the following shall apply to each tract referred to above.

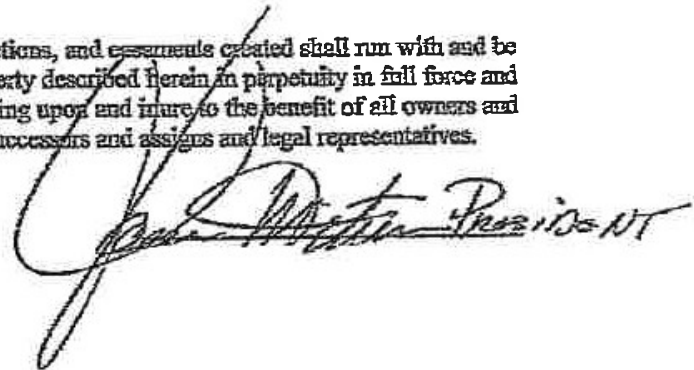
1. Each tract (defined as the original tract and any further division shall constitute a separate tract) shall pay the sum of \$60.00 per year to the Association prorated from the time the tract is purchased from developer. Upon conveyance, whether by Deed or Land Contract to each grantee/vendor, the grantor/vendor shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations and impositions shall bind thereafter the grantee/vendor. The grantor/vendor shall, however, be obligated during his period of ownership for expenses and costs incurred on a prorated share based on the number of tracts owned.
2. Each original tract shall have one vote in conducting the affairs of the Association (if there is more than one grantee/vendor the name first appearing in the granting clause of the Deed or the Agreement clause of the Land Contract shall vote).
3. The members shall elect by majority vote of those attending each year during the first week of January, an agent to collect the fees and see to the road maintenance and to serve as President of the Association.
4. The president shall call for a meeting giving notice to all the tract owners at the address listed on the tax duplicate or Land Contract as the case may be, by certified mail of the time and place. There shall be two regular meetings per year, during the first week of January and during the first week of July.
5. Improvements other than regular maintenance shall be done only with agreement of a majority of the original tract owners (original tract owner is the owner of the original tract and if further subdivided, the parcel remaining after the transfer, is the original tract, the newly created tract must pay assessments but is not entitled to vote). Regular maintenance (gravel, ditching, and grading) may be arranged by the President.
6. Upon agreement by a majority of the original tract owners, the roadway may be dedicated to the county, township, or other public entity.
7. These rules, regulations and bylaws may be amended at any time upon agreement of a majority of the original tract owners at a regular meeting.
8. Each owner shall use the private roadway with due regard for the rights of others and no owner shall use the roadway in any manner which impairs the rights of others to its use, nor shall any owner park or store vehicles or other personal property on, or obstruct or encroach upon, or permit the

obstruction of or encroachment upon, the private roadway in any manner without the joint concurrence of all owners entitled to use the roadway.

9. That the rules, regulations and bylaws will be recorded in the Miscellaneous Records of Adams County and any amendments thereafter will also be recorded.

10. These covenants, restrictions, and easements created shall run with and be appurtenant to the property described herein in perpetuity in full force and effect and shall be binding upon and inure to the benefit of all owners and their respective heirs, successors and assigns and legal representatives.


Witness

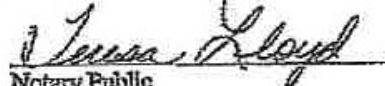

Witness

STATE OF OHIO

COUNTY OF ADAMS; SS

In testimony whereof, I have hereto subscribed my name and affixed my notarized seal on the day and year listed aforesaid.




Notary Public

This instrument was prepared by:
DANA N. WHALEN, Attorney at Law
216 N. Market St.
West Union, Ohio 45693

TERESA LLOYD
NOTARY PUBLIC, State of Ohio
My Commission Expires 4-3-07