

Exhibit " S "

**THE PONDS AT POPLAR RIDGE
DECLARATION OF COVENANTS & RESTRICTIONS**

Countrytyme Land Specialists Ltd, herein after referred to as "Declarant", hereby declares that the following described property ("The Ponds at Poplar Ridge") 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 Gallia, Township of Cheshire, being Tracts # 1 - 17 as described in Exhibits A-Q and shown here in Exhibit T.

USE:

- 1) Any primary residence shall have a county health department approved septic system or alternative waste handling system installed.
- 2) Camping and occupancy of campers or structures without county health department approval is permitted on the tracts (if allowed by law), however, occupation without county health department approval shall be limited to no more than 6 consecutive months during a 12 month period.
- 3) HUD Singlewide manufactured dwellings shall not be placed on the property for any reason. Other manufactured dwellings placed on the property must be new and on permanent foundation at the time of placement. OBBC Modular homes shall be permitted.

BUSINESS/TRADE:

- 1) No noxious or offensive trade shall be carried on upon any tract.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.
- 3) No swine finishing barns (contract or otherwise) shall be permitted on the property. Swine for personal and small farm purposes shall be limited to no more than 24 on any tract.
- 4) No poultry barns (contract or otherwise) shall be permitted on the property. Poultry for personal and small farm purposes shall be limited to no more than 100 on any tract.

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 tract 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. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

EASEMENTS:

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

AMENDMENTS:

Until the date of the transfer of the last remaining interest in the property, the Declarant may, with the consent of a majority of the owners, annual, waive, change, enlarge, and modify the provisions hereof within 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 tract 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 Declarant, then modifications to the provisions hereof may only be made with consent of 75% of Tract owners.

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. Enforcements of these covenants is the responsibility of the tract owners of The Ponds at Poplar Ridge. Any tract 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 tract owner to enforce any provision contained herein shall in no event be deemed a waiver of the 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 the agreement which shall remain in full force and effect. Declarant shall not be obligated to join or assist in any suit brought by any tract owner or owners against another tract owners to enforce these restrictions.

ACCEPTANCE:

The grantee of any tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such tract, shall accept such deed or contract upon and subject to all provisions contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.