

Exhibit " Q "

DECLARATION OF COVENANTS and RESTRICTIONS

The Woods at Potts Hill Tracts # 1-13

Countrytyme Land Specialists Ltd, herein after referred to as "Declarant", hereby declares that the following described property ("The Woods at Potts Hill") 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 Ross, Township of Paxton, being Tracts # 1-13 as described in Exhibits "A-M" and shown in Exhibit "R".

DWELLINGS:

- 1) Only site built finished structures and approved manufactured housing shall 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.

MANUFACTURED HOUSING:

- 1) HUD Singlewide manufactured dwellings shall not be placed on the property for any reason. OBBC Modular homes shall be permitted.
- 2) Double wide dwellings are only permitted if in new condition at the time of being placed on the property.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to twelve (12) swine on any Tract. Fowl are permitted, but shall be limited to twenty four (24) fowl per Tract. 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 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.

EASEMENTS:

- 1) Subject to 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 Tract 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 Tract of this development. The buyer agrees to grant utility easements to serve any Tract 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 Tract owners of "The Woods at Potts Hill". 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 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 Tract owner or owners against another Tract owner or owners to enforce these restrictions.

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 unanimous consent of Tract owners.