

Exhibit " R "
THE WOODS AT WHEELABOUT CREEK
DECLARATION OF COVENANTS and RESTRICTIONS

Countrytyme Land Specialists Ltd, herein after referred to as "Declarant", hereby declares that the following described property ("The Woods at Wheelabout Creek") 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 Vinton, Township of Madison, being 16 Tracts as described in Exhibits A-P.

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)
- 4) No singlewide manufactured dwellings shall be placed on the property for any reason.

ANIMALS:

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

BUSINESS / TRADE:

- 1) No noxious or offensive trade shall be carried on upon any tract.
- 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:

- 1) Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. 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 tract of this development. Tract owners agree to grant any utility easements necessary to serve any tract of this development.

AMENDMENTS:

- 1) Declarant reserves the right to subdivide or combine all or parts of any unsold tract without the consent of any other tract owner.
- 2) The restrictions herein may be amended or abolished with a vote of at least 75% of tract owners. Each separate parcel number at The Woods at Wheelabout Creek 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:

Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the tract owners of The Woods at Wheelabout Creek. 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. Invalidity 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.