

Exhibit "O"
ZANGMEISTER FARM
DECLARATION OF COVENANTS and RESTRICTIONS

Countrytyme Realty LLC, herein after referred to as "Declarant", hereby declares that the following described property ("Zangmeister Farm") 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 Fairfield, Township of Bloom, being 14 Tracts as described in Exhibits A-N and shown in Exhibit P.

DWELLINGS:

- 1) Any dwelling constructed or placed on the premises shall meet the following conditions:
 - a) Ranch style dwellings shall contain at least 1,600 square feet of finished living area.
 - b) All other style dwelling shall have at least 2,000 square feet of finished living area.
 - c) Living areas are exclusive of porches, breezeways, basements, and garages.
 - d) Nonconforming site built homes may be approved with written permission from Declarant and 50% of tract owners.
- 2) Garages, unfinished single family dwellings, travel-trailers, motor homes, truck campers, fifth wheel trailers, tents, basements, or other outbuildings shall not be used as a permanent residence.
- 3) Construction of the dwelling must be completed within 24 months of beginning construction.
- 4) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
- 5) Singlewide and Doublewide manufactured dwellings shall not be placed on the property for any reason. OBBC Modular homes shall be permitted.
- 5) Only one dwelling unit shall be permitted on any tract or new tract from resplit thereof, unless approved in writing by Declarant and Bloom Township Zoning.

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:

No noxious or offensive trade shall be carried on upon any tract.

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 certain drain outlet for storm water to any owner(s) of any tract of this development if necessary. 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.

ELECTRICAL AND TELEPHONE SERVICE:

New electric service and telephone service shall be underground from existing service lines to any structure on each property and shall be at the expense of each tract owner.

AMENDMENTS:

The restrictions herein may be amended or abolished with a vote of Declarant, their heirs and assigns, and at least 75% of tract owners. Each separate parcel number at Zangmeister Farm shall constitute a vote for approval of nonconforming structures or for amendment or abolishment of these restrictions. No tract shall be further split in any way without prior written consent of Declarant.

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 may enforce these covenants, but in no way shall not be obligated to enforce any provision herein. Enforcement of these covenants is the responsibility of the tract owners of Zangmeister Farm. 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.