

RESTRICTIVE COVENANTS
MOUNTAIN MEADOW ESTATES

Dated: 18 October 2005

Recorded: 2 November 2005

Instrument No.: Volume OR37 Pages 901-908

In the records of Jackson County, Ohio.

KNOW ALL MEN BY THESE PRESENTS: That Mountain Meadow LLC, hereafter referred to as the Declarants, and owner of the following described property in Jackson County, State of Ohio, to-wit:

The North Half of Lot No. Ten (10) of the Scioto Salt Reserve Lands of Township No. 6 of Range No. 19, containing 38.953 Acres, more or less.

The South Half of Lot No. Ten (10) of the Scioto Salt Reserve Lands Of Township No. 6 of Range No. 19, containing 40.000 Acres, more or less.

The North End of Lot No. Twenty Three (23) of the Scioto Salt Reserve Lands of Township No. 6 of Range No. 19, containing twenty (20) Acres, EXCEPT one-fourth (1/4) of an acre out of the Southeast corner of the 20-acre tract, leaving after the exception, 19-3/4 acres, more or less.

This property as described above now forms a subdivision known as Mountain Meadow Estates and has been divided into lots 1 through 36 with the following parcel numbers assigned:

<i>Lot 1</i>	<i>4.365 acres</i>	<i>Parcel Number K20-002-01-004-00</i>
<i>Lot 2</i>	<i>1.763 acres</i>	<i>Parcel Number K20-002-01-005-00</i>
<i>Lot 3</i>	<i>1.726 acres</i>	<i>Parcel Number K20-002-01-006-00</i>
<i>Lot 4</i>	<i>3.452 acres</i>	<i>Parcel Number K20-002 01-007-00</i>
<i>Lot 5</i>	<i>2.222 acres</i>	<i>Parcel Number K20-002-01-008-00</i>
<i>Lot 6</i>	<i>2.564 acres</i>	<i>Parcel Number K20-002-01-009-00</i>
<i>Lot 7</i>	<i>5.256 acres</i>	<i>Parcel Number K20-002-01-010-00</i>
<i>Lot 8</i>	<i>3.067 acres</i>	<i>Parcel Number K20-002-01-011-00</i>

<i>Lot 9</i>	<i>2.663 acres</i>	<i>Parcel Number K20-002-01-012-00</i>
<i>Lot 10</i>	<i>1.692 acres</i>	<i>Parcel Number K20-002-01-013-00</i>
<i>Lot 11</i>	<i>1.758 acres</i>	<i>Parcel Number K20-002-01-014-00</i>
<i>Lot 12</i>	<i>2.141 acres</i>	<i>Parcel Number K20-002-01-015-00</i>
<i>Lot 13</i>	<i>1.961 acres</i>	<i>Parcel Number K20-002-01-016-00</i>
<i>Lot 14</i>	<i>1.314 acres</i>	<i>Parcel Number K20-002-01-017-00</i>
<i>Lot 15</i>	<i>1.413 acres</i>	<i>Parcel Number K20-002-01-018-00</i>
<i>Lot 16</i>	<i>1.558 acres</i>	<i>Parcel Number K20-002-01-019-00</i>
<i>Lot 17</i>	<i>1.333 acres</i>	<i>Parcel Number K20-002-01-020-00</i>
<i>Lot 18</i>	<i>2.725 acres</i>	<i>Parcel Number K20-002-01-021-00</i>
<i>Lot 19</i>	<i>2.964 acres</i>	<i>Parcel Number K20-002 01-022-00</i>
<i>Lot 20</i>	<i>1.693 acres</i>	<i>Parcel Number K20-002-01-023-00</i>
<i>Lot 21</i>	<i>1.941 acres</i>	<i>Parcel Number K20-002-01-024-00</i>
<i>Lot 22</i>	<i>2.876 acres</i>	<i>Parcel Number K20-002-01-025-00</i>
<i>Lot 23</i>	<i>3.581 acres</i>	<i>Parcel Number K20-002-01-026-00</i>
<i>Lot 24</i>	<i>4.036 acres</i>	<i>Parcel Number K20-002-01-027-00</i>
<i>Lot 25</i>	<i>1.512 acres</i>	<i>Parcel Number K20-002-01-028-00</i>
<i>Lot 26</i>	<i>1.706 acres</i>	<i>Parcel Number K20-002-01-029-00</i>
<i>Lot 27</i>	<i>1.870 acres</i>	<i>Parcel Number K20-002-01-030-00</i>
<i>Lot 28</i>	<i>2.675 acres</i>	<i>Parcel Number K20-002-01-031-00</i>
<i>Lot 29</i>	<i>3.003 acres</i>	<i>Parcel Number K20-002-01-032-00</i>
<i>Lot 30</i>	<i>3.646 acres</i>	<i>Parcel Number K20-002-01-033-00</i>
<i>Lot 31</i>	<i>1.477 acres</i>	<i>Parcel Number K20-002-01-034-00</i>
<i>Lot 32</i>	<i>1.178 acres</i>	<i>Parcel Number K20-002-01-035-00</i>
<i>Lot 33</i>	<i>4.867 acres</i>	<i>Parcel Number K20-002-01-036-00</i>
<i>Lot 34</i>	<i>1.357 acres</i>	<i>Parcel Number K20-002-01-003-00</i>
<i>Lot 35</i>	<i>1.411 acres</i>	<i>Parcel Number K20-002-01-002-00</i>
<i>Lot 36</i>	<i>5.957 acres</i>	<i>Parcel Number K20-002-01-001-00</i>
<i>SR # 7,9,10 & 23</i>	<i>7.494 acres</i>	<i>Parcel Number K20-002-01-037-00 (Streets Only)</i>

WHEREAS, the said owners desire and intend to sell and convey said lots, having developed an overall plan for the use and development of said subdivision, and for the purpose of making a more desirable residential area, therefore the following restrictions are to be enforced;

1. LAND USE AND BUILDING TYPE: No lot shall be used except its primary purpose shall be for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than a single-family dwelling with attached garage, a detached private garage not to exceed a capacity for three vehicles, and a detached storage building not to exceed 576 square feet.

2. ARCHITECTURAL CONTROL: No building or driveway shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure or driveway on said lot has been approved by the Declarants or their duly authorized agent. All

driveways shall be concrete or asphalt paved and maintained as required to preserve their aesthetic qualities.

3. DWELLING QUALITY AND SIZE: It is the intent and purpose of these restrictive covenants to assure that all dwellings constructed in this subdivision shall be of the highest quality workmanship and materials. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1500 square feet for one-story buildings, or at least 1400 square feet in the first floor for one and one-half story buildings, or at least 1400 square feet in the first floor for two-story buildings, or at least 1500 square feet above grade for split-level buildings.

- A. No more than one dwelling shall be erected or permitted on any one lot.
- B. Except as provided otherwise in this declaration, the only structures that may be erected or permitted on any lot is a single family dwelling with attached garage, a detached private garage not to exceed a capacity for three vehicles, and a detached storage building not to exceed 576 square feet. Said garage and building shall not be used as a residence and shall meet standards set forth in these covenants. Construction and location plans for all structures shall be approved by the Declarants, or their duly authorized agent.
- C. No structure shall be constructed with a roof of less than 5/12 pitch.
- D. No dwelling shall be erected, placed, or altered on any lot until the construction plans, and specifications for the dwelling, and a plan showing the location of the structure have been approved by the Declarant, or their duly authorized agent. Any additions, alterations, garages, or porches, must also be approved by the Declarants, or their duly authorized agent. These approvals are for aesthetic factors only and in no way create a warranty, express or implied, as to the quality of the workmanship and/or materials, or to the stability of the structure to be constructed.
- E. Construction shall be completed within eighteen months following commencement.
- F. No mobile homes or doublewide mobile homes may be placed on the lots. Conventional stick-built homes may be constructed upon lots, as may Unibuilt homes meeting Ohio Modular Standards, and also meeting minimum square footage, 5/12 roof pitch requirements, chimney and foundation requirements as outlined in Section 3, Subsection G, and having been approved by the Declarants or their duly authorized agent.
- G. No exposed metal chimneys are acceptable in the subdivision. All foundations and masonry chimneys must be brick or stone cased, and the brick or stone shall extend to the ground level so that no bare concrete or concrete block is visible on all buildings within the subdivision. The use of manmade brick and stone is permitted.
- H. At no time shall any lot be stripped of its top soil, except to the extent necessary for approved construction, nor be stripped of its trees or other vegetation, except to the extent necessary for approved construction, or be allowed to go to waste, or be neglected, or be excavated.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than thirty five feet therefrom, measured to the foundation of such building; nor nearer than twenty-five feet to the rear lot line; nor nearer than fifteen feet to at least one interior lot line; nor nearer than twenty feet to the side street line. In order to maintain the aesthetic nature of the subdivision, all homes and

garages shall be built within the area designated on the plat map for each lot. Any deviation, whatsoever, shall be approved by the Declarants, or their duly authorized agent.

5. NOXIOUS ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This would include the riding of go carts, four wheelers, motorcycles, loud music, or other activities that would cause an unusually high noise level.

6. ABANDONED VEHICLES: No abandoned vehicles shall be allowed on the premises of any lot. Both non-licensed vehicles or vehicles used on a regular basis shall be parked only in a garage or driveway on a regular basis.

7. MAINTENANCE OF HOME AND YARD: It being the intent of the developers that each lot maintain an attractive appearance, each homeowner shall agree to maintain their home and the yard adjoining their home in an attractive manner that shall maintain the pleasing appearance of the entire subdivision.

8. HOME BUSINESS. No trade or business of any kind may be established within any home or upon any lot situated within the development.

9. HOLD HARMLESS CLAUSE. Each lot owner shall agree to hold the Declarants or their duly authorized agent harmless from any damage that may occur from water that may inadvertently flow onto their lot within the subdivision as a result of damage to or failure of broken mainline pipes that are located within the subdivision.

10. TEMPORARY BUILDINGS: No structures such as trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings erected on said lots, or within said subdivision shall be of new construction of good quality workmanship and materials.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be maintained or kept on any lots except for domesticated dogs, cats, or other household pets that meet

licensing requirements of the County of Jackson, and that they are not kept, bred and maintained for any commercial purpose. Any animal left outside must be kept in a fenced in area, with adequate housing situated inside said fenced area. This area must be behind the residence, and must be at least fifty feet from any lot line. Declarants or their duly authorized agent reserves the right to exclude any pet or animal that is a nuisance or danger to residents in the subdivision.

14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. No substance shall be kept, nor any situation created, on any lot that will emit foul or obnoxious odors. All garbage shall be removed from the property at least once weekly by occupant or delegated collection service.

15. FENCES: No fence, hedge, or wall shall be erected, placed, or maintained on any parcel nearer to the access road than a minimum setback of twenty five feet. Said fence, hedge or wall shall go through the approval process with the Declarants or their duly authorized agent.

16. OUTSIDE UTILITIES: All outside utilities cables, such as electric or telephone, must be underground. Dish type television and wireless internet reception devices shall be located in the rear yard area of the lots. No permanent or temporary towers or antennas may be erected on lots. Flag poles shall have a maximum height of twenty feet.

17. WELLS: No drilled wells or springs are permitted upon any lot.

18. SEPTIC SYSTEMS: Sewage disposal for each lot shall be by an “on lot” septic system duly approved by the Jackson County Health Department, and installed and maintained by the lot owner at the owner's sole expense. Septic system location shall be within the area designated on the plat map for each lot, and no deviation whatsoever shall be made without the approval of the Declarants or their duly authorized agent.

19. NO JUNK VEHICLES: No junk vehicles of any kind shall be stored or maintained on any lot unless stored out of sight in a garage. A lot shall not be used for storing, maintaining, or repairing wrecked or junked articles, or for storing or maintaining anything that would tend to make the property unsightly.

20. MOWING: Each lot owner shall be responsible for mowing his lawns and trimming shrubbery as may be reasonably required to keep a neat and tidy appearance for the development. Any lot owner who has purchased, but not yet built upon a lot, shall either bush hog or mow said lot as may be reasonably required to keep a neat and tidy appearance for the development.

21. NO HUNTING: No hunting of animals or birds shall be permissible in the subdivision, nor shall any guns, bows, or weapons of any kind be discharged or used for the purpose of target practice within

the subdivision

22. SUBDIVISION: No lot may be further subdivided except for the transfer of land between adjoining property owners where no new building sites are created. Such transfers may not reduce the area needed for a home site and sewage disposal system.

23. RIGHT OF WAYS: No right of ways for roadways, utilities, or for any other purpose, other than those granted for the utilities servicing the Mountain Meadow Estates, may be granted across any lot to or from any land other than that owned by the Declarants, nor may any lot be used as a means of access or egress to or from any land other than that owned by the Declarants.

24. DECLARATION: Any owner of a lot, by acceptance of the deed or other instrument of transfer, shall be deemed to be bound by the terms of this Declaration of Restrictive Covenants, whether or not specific reference is made in the deed or instrument of transfer to this Declaration. "Lot" shall mean and refer to any parcel of land shown on the plat of the subdivision as herein described.

25. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of these covenants, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the thirty six owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

26. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

27. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, all of which remain in full force and effect.

28. AMENDMENT: These Restrictive Covenants are an amended version of the restrictive covenants submitted with the original plat of Mountain Meadow Estates as recorded in Plat Book 5 at Page 1135, and also in Official Record Volume 28 Page 1879, in the records of Jackson County, Ohio, prior to the transfer of deeds from owners Ira Bryant Wolford and Sally A. Wolford to Mountain Meadow LLC.

Therefore, these amended Restrictive Covenants shall be the lawful covenants that will be carried forward from this 18th day of October, 2005, and shall replace the Restrictive Covenants as recorded in Plat Book 5 at Page 1135 and Official Record Volume 28 Page 1879, in the records of Jackson County.

Declarant reserves the right to file an amended document of Restrictive Covenants, provided a majority vote of all lot owners, with a vote of one per lot, including one vote per lot owned by Declarant, shall approve the filing of an amended document of said Declaration of Restrictive Covenants.