

## DEED RESTRICTIONS AFFECTING LOT \_\_\_\_\_ OF FAIRFIELD FARMS

The above described property is to form a platted lot containing a total of 61.83 acres. In pursuance of a general plan for the protection, benefit and mutual advantage of all the property herein above described and all of the persons who may nor or hereafter become owners of any part of said property, and as part of the consideration for this conveyance, the Grantee accepts the same subject to the following restrictions, covenants, conditions, and applicable easements, which shall run with the land.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not exceeding three stories, together with an attached two car garage. Detached out-buildings will be permitted as long as they are constructed and built out of basically the same materials as the dwelling. Minimum and maximum size, location, and building materials, are subject to Architectural Review Board approval.

2. No excavation, building or other structure or thing (including, but not limited to, fences, television antennas or satellite dishes, mail boxes, outdoor lighting, and decks and swimming pools) shall be commenced, erected, installed, used or maintained on any lot, nor shall any addition, change or alteration to any structure or things on any lot be made until a complete set of plans and specifications including location, colors, elevations, slopes and grades have been submitted to and approved in writing by the Grantor or its designee. Grantor, or its designee, has the right to refuse the design, materials, size, color, or location for any structure or thing if the Grantor, or its designee, determines that the same will not be architecturally or aesthetically consistent with the other buildings, structures or things in the subdivision. In the event the Grantor, or its designee, fails to approve or disapprove any such plans and specifications within thirty (30) days after those items have been submitted for approval, the same shall be deemed approved. In addition, all homes built must have minimum of 30% front elevation covered with natural materials; ie. brick, stone, stucco, or cedar siding. Soffits and fascia may be constructed of aluminum or vinyl, subject to approval by the Architectural Review Board.

3. One story dwellings shall have a minimum of 1,600 square feet of finished floor area above grade. Any two-story dwelling shall have a minimum of 2,000 square feet of total finished floor area on both floors. One and one-half story dwellings shall have a minimum of 2,000 square feet of total finished floor area. Bi-level and split-level dwellings shall have a minimum of 1,600 square feet of finished floor area above grade and a minimum of 2,000 square feet of total finished floor area. The above square footage requirements refer to heated, livable areas, exclusive of basements, porches and garages. All homes are required to have at least an attached two car garage. All exposed concrete block must be parged or stuccoed. It is recommended that the garage door for vehicles enter from the side or rear of garage, subject to Architectural Review Board's approval.

4. Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices must be installed and followed around the perimeter of the construction area and across all swales and along all waterways in order to prevent siltation damage to adjoining properties or easements. Each lot shall have an erosion control plan prior to any construction in which earth will be moved or disturbed on the lot. Additionally, in the event that any existing drainage tiles are damaged or disturbed during the construction process on any lot, such drainage tiles shall be professionally repaired or rerouted in a reasonable manner so that the drainage of adjoining tracts is not disturbed. Each lot owner must maintain, repair, or replace that portion of any drainage tile lines that cross such owner's lot.

5. All construction on any lot shall be by conventional methods, using normally accepted building methods and materials (all exterior construction materials shall be new), and no prefabricated house, prefabricated outbuilding, mobile home, modular home, or house trailer shall be erected or maintained on any lot. Roofs on homes must have a minimum of 5/12 pitch with at least one foot overhang, subject to Architectural Review Board. Out buildings must have a minimum pitch of 5/12 with at least one foot overhang. Any exposed concrete block shall be parged. Pre-engineered trusses and pre-engineered wall panels are not considered pre-fabricated houses.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling, and its attached garage, shall be occupied until the same shall have been substantially completed (including final grading and landscaping of the lot upon which such dwelling, and its attached garage, are constructed) as shown by the issuance of a final inspection certificate issued by the Grantor or its designee. In the event the Grantor, or its designee, fails to issue such a certificate within seven (7) days after the same has been requested, the same shall be deemed issued. A minimum of 15 shrubs or bushes shall be planted as foundation landscaping in the front of home, and the yard is to be seeded within one year of occupancy. Any decorative fence must be submitted to the Architectural Review Board for approval.

7. Any dwelling, and its attached garage, shall be substantially completed (as herein above provided) within one year from the date the same shall have been commenced.

8. No structure shall be located on any lot nearer to the front line or nearer to a side street than the minimum building set back lines shown on the recorded subdivision plat. No structures of any nature whatsoever shall be constructed within the boundaries of any utility or drainage easements shown on the recorded subdivision plat.

9. Notwithstanding any other provision hereof, before construction is commenced, the location of the dwelling, driveway, on-site sanitary disposal system, and residential water well shall be approved by the Fairfield County District Board of Health, or other appropriate county or township authority. All on-site sanitary systems in operation on any lot, including any perimeter drains installed and used in connection with

such on-site sanitary systems, shall be inspected annually by the Grantor or its designee. Such inspections shall be undertaken by an individual satisfactory to the Fairfield County District Board of Health. An easement is hereby reserved in favor of the Grantor or its designee to enter in and upon any lot to undertake such annual inspections. Copies of the results of such inspections, shall be delivered to the Fairfield County District Board of Health. Each lot owner shall be assessed a fee, as hereinafter provided, to cover the expense of such inspections. To the extent that such inspections show any deficiencies in the on-site sanitary system on any lot, in accordance with the rules and regulations of the Fairfield County District Board of Health, the owner of such lot shall bear the entire expense of remedying such defects.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that cats, dogs or other household pets may be kept. No animals may be kept, bred or maintained for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. All animals that are kept on any lot shall be confined or restrained to prevent their trespass onto other lots in the subdivision. Electric invisible fences are encouraged for pet enclosures. Horses may be kept on parcels of three (3) acres or more.

11. The size and type of driveway drainage structure shall be determined by the Grantor, or its designee, and shall at least meet Bloom Township specifications. Except for the installation of the driveway drainage structure, the roadside ditches shall not be enclosed. No vehicles shall be driven across the roadside ditches abutting any lot, except over and across such driveway drainage structure after it is completely installed.

12. No hedge, tree or shrub lines shall be placed on any lot that obstructs the view of traffic approaching any street or road intersection within or surrounding the area affected hereby. The same sight-line limitations shall apply to plantings near points where a driveway enters a street or road.

13. No utility or pleasure vehicle or equipment, including mowers, tractors, and other lawn or garden equipment, campers, boats, boat trailers, house trailers or other pleasure vehicles, shall be stored or parked on any lot for a period in excess of seven (7) consecutive days unless it is entirely within the garage or other enclosed area designed expressly for such purpose. No inoperable or unlicensed vehicle of any kind whatsoever shall be stored or parked on any lot for a period in excess of seven (7) consecutive days except entirely within the garage or other enclosed area designed expressly for such purpose. No semi-tractors or semi-trailers or other commercial vehicles (except for pickup trucks and vans) may be parked on any lot. No vehicle repair work shall be undertaken on any lot except in the garage or other enclosed area designed expressly for such purpose. No motorcycle, motorbike, dirt bike, go cart, snowmobile or similar vehicle, shall be operated on any lot.

14. No obnoxious or offensive activity shall be permitted on any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, garden waste, pruning, or other waste shall not be kept except in sanitary containers for collection that shall be stored within a structure or concealed by landscaping or other materials, either of which provide a year round visual screen for such containers from neighboring streets or properties, as approved by the Grantor or its designee. All equipment for the storage or disposal of such material shall be kept clean and sanitary. Each lot owner shall arrange for trash to be collected and removed on a weekly basis. Trash containers may be placed in an open area to facilitate collection and removal of trash for a period not to exceed twelve (12) hours prior to pick-up.

16. All trees, shrubs, grass and plantings of every kind of any lot shall be kept well maintained, properly cultivated and free of trash and unsightly material. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere on any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All vacant lots must be mowed at least two (2) times each year, namely: once in June and once in October. Fireplace wood shall be stacked at the rear of the home, and shall not be covered by plastic, tarps or other unsightly coverings.

17. No lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into disrepair, and all dwellings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Grantor or its designee. Each lot owner, for himself and his successors and assigns, hereby grants to the Grantor or its designee, the right to make any necessary alterations, repairs or maintenance to carry out the intent of this provision, and hereby further agrees to reimburse the Grantor or its designee for any expenses actually incurred in carrying out the foregoing.

18. No billboards, signs or advertising device of any kind shall be erected, placed or suffered to remain on said premises, except for one sign of not more than five (5) square feet advertising the property for sale or rent and promotional signs used by a builder during the construction period.

19. The Grantee, or the heirs and assigns of the Grantee, shall not convey or otherwise alienate said premises or any part thereof, or interest therein, unless such instrument of conveyance shall expressly provide that the person or persons receiving the same shall accept and be bound by the terms and obligations herein expressed.

20. These covenants shall be binding on all parties and all persons claiming under them. At or before the time of such conveyance, the person or persons receiving the instrument of conveyance shall receive from the party making such conveyance a copy of these restrictions.

21. Enforcement of these restrictions may be by proceedings at law or in equity or both, brought by an owner or other party in interest, including the Grantor, or its designee, against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restrictions or to enforce any restriction shall be considered a waiver of the right to do so thereafter, either as to the same or subsequent violations. Any party bringing an action to enforce these restrictions, either in law or in equity, may recover his, her or their reasonable costs in doing so, including reasonable attorney fees.

22. Invalidation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

ACCEPTED

\_\_\_\_\_ Buyer