

## Tipp Elizabeth Road Farm

### DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 16th day of December, 2004 by Countrytyme Lebanon, Ltd., an Ohio limited liability company at 4218 Hoover Road, Grove City, Ohio 43123 ("Developer").

A. Developer is the owner of the real property more fully described as Tracts Number 1 through 15 of Tipp Elizabeth Road Farm, (Property), and,

B. Developer desires to develop the Property into Tracts ("Tracts") and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

D. This Declaration is hereby declared to inure to the benefit of all future owners of any Tract and all others claiming under or through them ("Owners"), the Developer, its successors and assigns.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

#### USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests and invitees.

- 1) Each Tract shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence, farming or religious purposes.
- 2) Any dwelling constructed or placed on the premises shall be site/stick built or OBBC Modular and shall meet the following conditions:
  - a) Ranch style dwelling containing at least 1,800 square feet of finished living area.
  - b) All other style dwelling shall have at least 2,200 square feet of finished living area.
  - c) Living areas are exclusive of porches, breezeways, basements, and garages.
  - e) All dwellings shall have at least a two-car garage.
- 3) No garage or unfinished single family dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
- 4) Manufactured housing (Doublewide or Singlewide) shall not be placed on the property for any reason. Travel Trailers may be stored on the property only after a permanent residence is completed.
- 5) Construction of both the dwelling and garage or outbuilding must be completed within 12 months of beginning construction.
- 6) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.

#### CONSTRUCTION PERMITS:

Prior to any construction, each Tract Owner must obtain sewage disposal and well permit from the County Health Department.

#### ANIMALS:

- 1) With the exception of 4-H projects, no swine or poultry shall be permitted on any Tract. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

**NOXIOUS CONDITIONS:**

1) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, junk, scrap, paper or debris of any kind or other unsightly conditions. Property shall be kept reasonably trim and neat at all times. 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. Automotive and farm equipment in inoperative condition shall be properly licensed and shall be housed in an enclosed garage, building or barn. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher and 1 ½ feet).

**BUSINESS / TRADE:**

1) 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 of any Tract and their 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 other owner(s) of any Tract of this Property development. Said 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 Property development. Also, said buyer agrees to grant utility easements to serve any Tract of this Property development.

2) Existing drainage tile waterways shall be maintained. Drainage tiles broken during construction shall be re-routed to allow drainage of adjacent properties.

**AMENDMENTS:**

Developer reserves the right to subdivide or combine all or parts of any unsold Tract without the consent of any other Tract owner.

**ENFORCEMENT:**

Developer shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the Tract owners. 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 Developer 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. Developer 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.

**\*\*The provisions above supercede those both in printing and in writing in case of conflict. County and township regulations and ordinances, if more stringent, would supercede these restrictions.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_