

**RESTRICTIVE COVENANTS**

**The real property conveyed by this deed (hereinafter referred to as the "Premises") shall be subject to the following covenants, conditions, restrictions (hereinafter called the "restrictions")**

**1.** No HUD manufactured home or manufactured home constructed on an attached steel structure requiring transport to the Premises shall be placed on the Premises for use as a residence or a dwelling, temporarily or permanently.

**2.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Premises for commercial purposes.

**3.** It is expressly agreed that, if any covenant, condition, restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidances shall in no way affect any other covenant, condition or restriction.

## Additional Deed Restrictions

2000 sq ft ranch style minimum

2500 sq ft 1 1/2 story minimum

2800 sq ft 2 story minimum

2 car attached garage on all style homes minimum

No structures or buildings of any nature may be placed in the narrow strips which attach these tracts to Urbana Woodstock Pike.

Pond tract may only be sold & attached to an adjoining property

Deed Restrictions on the pond tract will be as follows

No structures of any nature may be placed between any adjoining tract to the North, East or South of pond tract which would impede the view of the pond from these tracts.

No plantings of any nature may be placed between any adjoining tract to the North, East or South of pond tract which would impede the view of the pond from these tracts.

More particularly the tracts intended are;

2.101 Ac tract O.R. 577, P. 4466,

1.863 Ac Tract O.R. 575, P. 2093, the current plantings between the pond tract & the aforementioned 1.863 Ac Tract is to be removed as this tract has been sold and new owner is to eliminate current nuisances which required plantings to screen same from neighbors,

1.742 Ac tract O.R. 576, P. 4239,

2.097 Ac tract O. R. 576, P. 4239,

2.053 Ac tract O.R. 582, P. 467,

3.205Ac Tract out of 47.981 Ac. Tract O.R. 536, P.3228,

4.186 Ac Tract out of 47.891 Ac Tract O. R. 536, P. 3228

I am providing two copies of shared use drive agreements, one is the parameters I set, the other is a copy of an attorneys interpretation of my parameters which I placed on another property I own. They both are a reflection of a final draft I will have an attorney prepare.

I will also provide an easement to the 2.097 Ac Tract which relates to (ordinary and common) open space yard use and maintenance of grounds across the narrow strips attaching the 2.053 Ac Tract, 3.205 Ac Tract, and 4.186 Ac Tract to Urbana Woodstock Pike.

Beginning at the 2.097 Ac Tracts southeasterly most point which is the current point of this tracts ingress egress easement allowing the 2.097 Ac Tract access to the shared use driveway, thence north to Urbana Woodstock Pike.

Nothing in this easement will permit the obstruction in any way shape or form from any of the tracts which are providing the easement to have free and clear access across this easement for any reason deemed necessary by those property owners.

They also will not give up their right to maintain these easements if not maintained to their satisfaction by the owners of the 2.097 Ac Tract.

I will provide the same type of easement to the 2.053 Ac Tract between the east property line of its main body to the shared use driveway which will include an ingress egress easement to access the shared use drive at a single point of their desire.

I will provide the same type of easement to the 3.205 Ac tract between the easterly property line of its main body to the shared use drive including an ingress egress easement required to attach to the shared use drive at a single point.

## Exhibit B

### COMMON ACCESS DRIVEWAY MAINTENANCE AGREEMENT

By these presents, there is hereby established a Common Access Driveway Maintenance Agreement (the "Agreement"). This Agreement shall be binding on and shall inure to the benefit of the property described in Exhibit A attached to this Deed and any other property which has been granted an easement in and over the property described in Exhibit B attached to this Deed.

1. The easement shall be used for ingress and egress to and from the property described in Exhibit A to State Route 235 and for the placement of utility lines.
2. The Grantors in the foregoing Deed reserve the right to grant an identical easement to that described herein in and over the property described in Exhibit B to other property owners. Each parcel of property granted such an easement, including that parcel described in Exhibit A, is hereby designated herein as a "Tract."
3. The said Grantors shall, at their expense, construct on the property described in Exhibit B a driveway for the ingress/egress to and from the Tracts and State Route 235.
4. The terms "maintenance," "repair," "replace," and "upkeep," as used in this instrument, shall be interpreted in their broadest sense. The terms include, but are not limited to, snow removal, replacement of stone or gravel, paving or cementing the driveway, the removal of obstructions and overhangs from the driveway as need, tar and chipping, dust control, grass and weed control, and ditch maintenance, together with all associated labor cost.
5. Each Tract shall be responsible for the cost of maintenance, repair and upkeep of the driveway, for that portion of the driveway in which the Tract utilizes. Said portion shall be defined as the point where the Tract's private drive attaches to the driveway, to the point where the driveway intersects with State Route 235, as measured in feet.

By way of example, if the total length of the driveway is 60 feet and four driveways attach, Tract A will be responsible for the full 60 feet, Tract B will be responsible for 45 feet, Tract C will be responsible for 30 feet and Tract D will be responsible for 15 feet.

If the entire 60 feet needs maintenance, all four Tracts would equally be responsible for the first 15 feet (or one sixteenth each of the overall cost), Tracts A, B and C would be equally responsible for the next 15 feet (or one twelfth each of the overall cost), Tracts A and B would be equally responsible for the next 15 feet (or one eighth each of the overall cost) and Tract A would be solely responsible for the remaining 15 feet (one fourth of the overall cost).

6. The owners of the Tracts shall vote to decide whether maintenance, repair, or replacement of the easement area or driveway is needed. Each Tract (regardless of the number of owners of said Tract) shall be entitled to one vote (hereinafter referred to as a "Tract Vote").

All decisions as to the extent of maintenance, repair, or replacement, or the need for such maintenance, repair, or replacement shall be governed by a majority of the Tract Votes, provided, however, that a Tract Vote shall only be applicable to the extent that the portion of the driveway which the property attaching to the driveway utilizes is impacted. Any Tract that solely utilizes a specific portion of the driveway shall be solely responsible for the maintenance and improvements and shall have sole discretion as to its maintenance, repair, and upkeep.

7. Unless otherwise agreed to by a majority vote of the Tract Votes, no compensation shall be paid to any owner of a Tract who personally provides for maintenance, repair, or replacement of the easement area or the driveway. Any work so done by an owner of a Tract without the approval of a majority of the Tract Votes in which the portion of the driveway is impacted, shall be considered to be gratuitous in nature.

8. The owners of the Tracts shall be entitled to establish procedures for how the voting shall be conducted to determine whether to maintain, repair, or replace the easement area or the driveway. Nothing in this Agreement shall prevent a Tract Vote from being exercised by proxy.

9. The driveway shall be free from obstructions of any kind so as to allow for the proper passage of motor vehicles. All trees, overhanging branches, or other obstructions to the free passage of motor vehicles shall be removed.

10. This Agreement may be modified so long as said modification is in writing and is approved by a majority of the Tract Votes. Any modifications shall not be in conflict with the rules and regulations of Logan County, Ohio. Each modification shall be recorded in the Recorder's Office, Logan County, Ohio.

11. All remedies, legal and equitable, shall be available to all owners of the Tract Votes to provide for the proper enforcement of the regulations and agreements established herein, including the collection of unpaid costs due as charged to each Tract.

12. Nothing in this Agreement shall prevent the Tracts from dedicating the driveway to a governmental entity for use as a public street, at which time this Agreement shall become void.

13. Nothing in this Agreement shall prevent the Tracts from allowing utilities to be placed in, over, under, and across the driveway, provided said utilities do not conflict with paragraph 9 of this Agreement.