

DEER RIDGE SUBDIVISION

DEER RIDGE PROTECTIVE COVENANTS:

The following are hereby promulgated and adopted as and for protective covenants and building restrictions for "Deer Ridge Subdivision" (referred to herein as the "subdivision" and as "Deer Ridge"), as delineated on the plat thereof and located in Jackson Township, Perry County, Ohio (collectively referred to herein as the "Protective Covenants"). These Protective Covenants shall run with the land and remain in force for a period of thirty-five (35) years from the date of the filing of the plat and thereafter shall continue for successive periods of ten (10) years each, unless the Owners equaling a majority, after giving notice to all Lot Owners of the total number of Lots in Deer Ridge, shall have executed an instrument in writing terminating said Covenants, and have filed said instrument for record with the Recorder of Perry County at least thirty (30) days prior to the expiration of any ten- (10-) year term.

For the purpose of clarification, the following terms and definitions shall be used for purposes of these Protective Covenants:

- A. "Developer": Beitzel Land Company, Inc., its successors and assigns.
- B. "Deer Ridge": The real property as shown on the attached subdivision plat as divided by the Developer.
- C. "Lot": A portion of Deer Ridge as divided and numbered by the Developer.
- D. "Owner": The person(s) and/or entity in whom is vested the Ownership, dominion, and title of the lot. "Owner" shall include the Owner of the fee of a lot, vendee pursuant to a land contract for a lot, and any and all equitable and beneficial Owners of a lot. ("Equitable Owners" have the real and beneficial use of the lot while legal title is vested in another. "Beneficial Owners" have rights in the property which are the normal incident of owning the Lot but do not have legal title to the lot.)
- E. "Primary Dwelling": A single family dwelling to be used for residential purposes which shall constitute the primary structure when built or placed on a Lot and is attached to a permanent foundation and connected to utilities. (A "single family dwelling" is a house or structure in which one single family lives.)
- F. "Modular Home(s)": Shall refer only to a non-site-built single family dwelling that is Ohio Basic Building Code (O.B.B.C.) approved. Said single family dwelling shall be designed not to be moved and shall be installed on a permanent, site-built foundation on the lot with appropriate utility connections as required for a single family dwelling.
- G. "Manufactured Home" For Purposes of clarification, **No Manufactured Home shall be allowed to exist in whole or in part on lots in Deer Ridge.** This definition shall be used to clarify what constitutes a Manufactured Home, which is prohibited. A Manufactured Home is a factory-built single family dwelling structure that is transportable in one or more sections. It is designed and constructed to the Federal Manufactured Home Construction and Safety Standards and is so labeled. When erected on a lot, the Manufactured Home:
 - remains on a permanent non-removable steel chassis and undercarriage that remains intact as a necessary structural component;
 - may be otherwise identified as a single-wide, double-wide, trailer home or mobile home.

1. **Lot Use:** It is the intention of the Developer that each lot be used for single family residential purposes or such purposes that are compatible to said residential use and agricultural uses normally associated with small lots of land.

2. **Business and Commercial Use:** No noxious or offensive trade shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or an occasion which will or might disturb the peace, comfort or serenity of the neighborhood.

3. **Minimum Standard for Primary Dwellings:** No Primary Dwellings with less than 1,400 square feet of finished floor area, exclusive of basements, porches, breezeways, and garages, shall be erected or placed on any lot. Primary Dwellings with more than one story shall have a minimum total square footage of 1,600 square feet. Any and all Primary Dwellings shall be attached to a permanent foundation and shall have a garage or accessory building, attached or detached, capable of storing at least two cars that will be constructed at the same time as the Primary Dwelling. No asphalt base exterior siding is permitted. Concrete and/or cinder block exteriors are not permitted. Primary dwellings shall have a minimum 5/12 roof pitch over the major portions of the roof. A Primary Dwelling and garage shall be completed within twelve (12) months of the date construction or delivery of said dwelling occurs on the lot. Only one dwelling shall be permitted to be constructed on each lot.

No garage or unfinished single family dwelling, travel-trailer, including singlewide or doublewide Manufactured Homes, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.

4. **Modular Homes:** An Ohio Basic Building Code (O.B.B.C.) approved modular home, as described in the above "definitions," shall be permitted only if placed on a lot by connection to a permanent foundation and if it meets the minimum standards established within these Protective Covenants for Primary Dwellings.

DESCRIPTION OF 126.567 ACRES:

Situated in the State of Ohio, County of Perry, Township of Jackson, Township 15, Range 16, section 28, southeast quarter.

Being all of the 125.6414 acre tract described in a deed to Beitzel Land Company, Inc., recorded in official record 328, page 1727, and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the southeast corner of section 28 and the southeast corner of said 125.6414 acre tract;

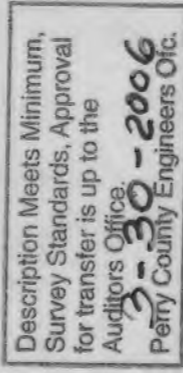
thence South 89°57'03" West a distance of 2074.99 feet to a 5/8 inch rebar set at the southwest corner of said 125.6414 acre tract and on the south line of section 28;

thence North 00°05'46" East a distance of 2664.21 feet to a 5/8 inch rebar set at the northwest corner of said 125.6414 acre tract and on the north line of the southeast quarter of section 28;

thence North 90°00'00" East a distance of 2665.17 feet to a 3/4 inch iron pipe found at the northeast corner of said 125.6414 acre tract, said point also being the northeast corner of said quarter section;

thence South 00°06'54" East a distance of 2662.43 feet to the point of beginning, containing 126.567 Acres, and subject to all legal easements, restrictions, and rights-of-way of record.

Bearings are based on the north line of the southeast quarter of section 28 being North 90°00'00" East assumed. Rebars set are 5/8 inch by 30 inches and have a yellow plastic cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.



DRAINAGE EASEMENT

The following restrictions apply to all lots shown to have a "Drainage Easement" indicated within their boundaries. All drainage easements shall have a total width of thirty (30) feet as shown on Deer Ridge Subdivision, as filed in Volume _____, Page _____ plat records of Perry County, Ohio, to serve and protect the drainage of each affected lot.

The drainage easement is created for the purpose of draining surface and subsurface water from, to and on the hereinabove described Tracts within the watershed as presently served by the existing waterways, and shall burden and benefit said lots.

Each lot owner shall maintain and shall provide for the free, unrestricted flow of water within the drainage easement where it crosses his/her lot and shall have the obligation of periodically removing obstructions that may restrict the flow of water in the drainage easement.

No septic or toxic materials shall be permitted to be discharged into easement area.

This drainage easement shall run with the land and shall be binding on, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Grantor. Wherever the terms Grantor or lot owner are used herein, the term shall be deemed to include the heirs, legal representatives, successors and assigns of that party.

5. **Manufactured Homes:** No Manufactured Homes shall be permitted on any lot at any time, whether as a temporary dwelling, Primary Dwelling, or structure.

6. **Health Department Approvals:** Prior to any construction or placement of a primary dwelling or structure on a lot, the location of all water wells and primary and secondary sewage systems to be placed on the lot shall be approved by the Perry County Health Department. A sewage disposal permit shall be obtained prior to the issuance of a building permit.

7. **Driveways:** Driveways shall be fully completed with gravel, asphalt, concrete, or stone upon completion of the Primary Dwelling on the Lot. A driveway culvert pipe, if required, and the driveway location must conform to the specifications set forth by the Jackson Township Trustees and/or the Perry County Engineer's Office.

8. **Drainage:** Natural storm water drainage ways shall be protected and maintained by Lot Owners. No Lot Owner shall interfere with the normal flow of water over or through his/her lot and shall not disrupt the drainage of adjoining lots. In the event drainage or tile lines are disturbed or disrupted on a lot, the lot Owner shall repair and/or replace that portion of tile or waterway that crosses said Owner's lot.

9. **Lot Appearance:** In no event shall any lot be used or maintained for the storage or placement of scrap metal or other salvaged materials, nor shall any junk or junk motor vehicle be permitted to be placed or stored on any lot. No automobile or motor-driven vehicle may be left upon any lot in a condition such that it is incapable of being operated upon the public highways. Upon determining that said automobile or motor-driven vehicle is a nuisance and/or detrimental to the welfare of the neighboring properties, the Developer or Lot Owner(s) shall have the right to cause the removal of said vehicle from the lot or have said vehicle placed on the lot outside the view of the public right-of-way and abutting Owners. The storage of tools, landscaping instruments, household effects, machinery and machinery parts, empty or filled containers, boxes or bags, materials or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored as to be concealed from the view of all public rights-of-way.

Lots shall be maintained at all times and shall be free of all visible debris, junk, litter or stored commercial material of any kind. Garbage, trash and other waste shall be kept in sanitary containers.

10. **Right to Quiet Enjoyment:** No lot shall be used for any purpose or in any way that is illegal or which may endanger the health or unreasonably disturb the quiet of any lot Owner or adjacent premises.

11. **Animals:** With the exception of animals associated with certified 4-H projects, no swine or poultry shall be permitted on any lot. Large domestic animals (including but not limited to horses, cattle, sheep, goats and lambs) are permitted. The number of animals permitted shall be restricted to one "animal unit" per acre of fenced pasture area as recommended by the Ohio Cooperative Extension Service. One animal unit is equal to 1,000 pounds of animal.

Adequate and humane shelter must be provided for any animals kept and/or raised on any lot. Noise and odors from any animal(s) shall be controlled so that neither shall be offensive to neighboring lots. Pasture areas shall not be overgrazed and shall be maintained in a healthy state.

12. **No Subdividing:** The number of Lots in Deer Ridge is fifteen (15). No lot shall be subdivided whereby said subdivision creates an additional lot in Deer Ridge. The Developer reserves the right to further subdivide, recombine or reconfigure any lot included herein while Developer holds title to any lot.

13. **Amendments:** Any and all amendments to these Protective Covenants by Lot Owners shall first be approved in writing and signed by a majority of the Lot Owners in Deer Ridge and then filed for record with the Recorder of Perry County Ohio. Unlike a Lot Owner, the Developer may amend these protective covenants (i.e. add more restrictions, change existing restrictions to be more stringent) on any and all lots owned by the Developer without obtaining the approval and signatures of other Lot Owners.

14. **Enforcement; Non-Waiver:** Enforcement of these Protective Covenants may be by injunction in addition to any other remedy provided by law or in equity by the Developer or owner(s) of any lot. The Developer and the Owners have the right, but not the obligation, to enforce these Protective Covenants. Failure to object to any violations of any covenant or to enforce any of these Protective Covenants shall not be deemed a waiver of the right to do so thereafter. Lot owners found to be in violation of any of these Protective Covenants as a result of a claim filed to enforce these covenants by the Developer and/or Owner(s) agree to pay all of the Developer's and/or Owner's(s) legal and attorney fees. In the event any one or more of such covenants shall for any reason be held invalid or unenforceable, all remaining covenants shall nevertheless remain in full force and effect. The Developer shall not be obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.