CITY GATE
Declaration of Covenants, Restrictions, and Easements

This declaration of Covenants, Restrictions, and Easements (the "Declaration") is established by Perry County Industrial Development Company, Ltd., having limited liability, (hereinafter referred to as "Developer"), being the owner of all of the following described property situation in Perry County, Ohio, commonly known as City Gate (the "Subdivision"):

Legal description: See Plat attached hereto and incorporated herein by reference.

Each of the foregoing Lots in Phase I within the Subdivision shall be subject to the terms and conditions of this Declaration, and the Declaration shall automatically attach to the Lots in Phase I, of the Subdivision as each such plat is recorded in Perry County. Each of the Lots is referred to as a "Lot", and all of the Lots are referred to collectively as "Lots".

In pursuance of a general plan for the development, protection, benefit, and mutual advantage of all the Lots, and all of the persons who may now or hereafter become Owners of all or any part of a Lot in the Subdivision, and upon acceptance of a deed of conveyance, the Grantee of any Lot of the Subdivision accepts the same subject to all and each of the following reservations, restrictions, conditions, easements, assessments, charges, agreements, covenants, obligations, rights, uses, and provisions, (hereinafter collectively referred to as "Restrictions") which are for the mutual benefit and protection of, and shall be enforceable by the Developer and by any Owner of the Lots. The Grantee, for himself and his successors and assigns, accepts the conveyance of a Lot subject to each and all of the following Restrictions and agrees fully and punctually to observe, comply with, perform, and carry out the same, to wit:

The Developer has established a general plan for the improvement and development of the Subdivision, and does hereby establish the Restrictions upon which all Lots and portions of such Lots shall be used, occupied, improved, sold, and conveyed by it as a Developer. All of these Restriction are for the benefit of each Owner of a Lot in the Subdivision, or any interest herein, and shall inure to the benefit of and bind each of the successors in interest to the present owner thereof. All of the Restrictions are imposed upon each of such Lots and are to be construed as restrictive covenants running with the title to such Lots and with each and every parcel thereof. The Restrictions established by the Developer are as follows:

ARTICLE I

(A) LAND USE: Phase I in the Subdivision shall be used for single-family residential purposes only, unless Developer in its sole discretion determines to use a Lot or part thereof for other purposes in order to assist in the improvement of the Subdivision. No Lot, or the improvements thereon, shall be used to provide shelter on a temporary, semi-permanent, or permanent basis, to more than three persons unrelated to each other by blood, marriage, or legal adoption. The word "family" as used herein means a person or group of persons living as a single housekeeping unit. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot that would exceed 2-1/2 (two and one-half) stories in height. Permitted structures shall consist of single-family residences, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed, or permitted to remain upon any Lot without the express written consent of the Developer. The word "structure" as used herein means any thing or object including, not limited to, above-ground swimming pool, greenhouse, coop, cage, animal run, house trailer, or any other temporary or permanent improvement on such lot, any of which shall not be considered permitted structures. All structures must be pre-approved by Developer in writing before installation begins. All such structures must be consistent with materials used in existing home construction (matching roofs, siding, stone, brick, etc.).

(B) LOT SPLIT: No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, so as to create a new Lot unless approved by Developer.

(C) PROHIBITED ACTIVITIES: Except as otherwise provided herein, no industry, business, trade, occupation, profession, or commercial activity of any kind whether for profit or non-profit purposes, shall be conducted, maintained, or permitted on any Lot. Portions of homes may be used for "home office" purposes, provided however, that all work performed therein is performed only by the Owner or other resident of the home and not by outside employees or associates, provided further that the "home office" use does not entail regular customer, client, or vendor visitation, and provided further that such "home office" use is not evident in any way from the exterior of the home (e.g. non-resident parked vehicles and signage). No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood. Further, no Lot shall be used, under and circumstances, as a "boarding" house, "group" home, or "lodging" house. Boarding house, group home, and lodging house are defined to include in their meanings the temporary, semi-permanent, or permanent housing of any group of more than 3 (three) persons unrelated by blood, marriage, or legal adoption. A Day Care may be operated with up to 3 (three) children

(D) DESIGN GUIDELINES/PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all said Lots within the Subdivision, each Lot Owner shall be required to submit 2 (two) sets of preliminary plans or final plans, complete building and site plans for the building intended to be erected thereon, to the Developer, or its assignee, setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building materials and appurtenant elements such as decorative walls, chimneys, driveways, and walkways, and detailing the location of the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography, and conformance with the grading and drainage plan. Each Lot Owner covenants that no excavation shall be made, no structure shall be erected, and no materials shall be stored upon the premises by said Lot Owner or his agents, heirs, successors, or assigns, until the Developer shall have approved said plans and specifications in writing. If the Developer fails within 30 (thirty) days after receipt of the foregoing complete plans and specifications, to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled, for that particular structure. If the Developer disapproves of said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received.

Each Lot Owner further acknowledges that in reviewing plans and specifications submitted, Developer will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and overall development of the Subdivision. Each Lot Owner further acknowledges that the Developer shall not be responsible or liable to said Lot Owner or to any other owner of a Lot in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses incurred by any Lot Owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications. Each Lot Owner acknowledges and agrees that the Developer is not responsible for ensuring that the Lot Owner's plans and specifications comply with applicable zoning and building codes, and the Lot Owner is solely responsible for compliance with building and zoning requirements.

Each Lot Owner further agrees that no lot line tree removal, excavation, construction, or other site work which would in any way alter the Lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Developer in accordance herewith.

Within any drainage easement areas designated or previously constructed within the Subdivision, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement area. The easement area encumbering each Lot and all surface improvements thereon, shall be maintained continuously by the owner of said Lot, except for those improvements for which a public authority or public utility company is responsible.

(E) BUILDING LOCATION: No building shall be located on any Lot nearer to the front line, side street line, or any lot line, than permitted by the minimum building set back lines. The minimum set back lines shall be as follows: The greater of the distances provided for on each Lot on the final recorded plat of the Subdivision, or the following distances:

(1) From the rear lot line, a minimum of 15' (fifteen feet)

(2) From the side lot line, a minimum of 20' (twenty feet)

(3) From the front lot line, a minimum of 40' (forty feet).

No portion of any Lot nearer to any street than the building setback lines (forty feet) shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose, be erected, placed, or suffered to remain on any Lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railing, or fences not exceeding 3' (three feet) in height located on or adjacent to entrance walkways or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants or for small statuary, entranceways, fountains, or similar ornamentation for the purpose of beautifying said premises. Time frame for completion of construction of any structure once started is 6 (six) months. All walkways parallel to roadway must be kept unobstructed and available for public use at all times.

(F) TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

(G) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building, or structure shall be placed upon any Lot for storage without the express written consent of Developer. It is further acknowledged that the Developer shall be entitled to maintain temporary buildings, trailers, garages, and storage buildings for development and sales purposes

(H) ANIMALS: No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred, or maintained for a commercial purpose. No more than two dogs or two cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than 3 (three) months of age. Any dogs, cats, or other acceptable pets must be kept under control and maintained on owners Lot at all times when out of the presence of the owner or caretaker. Pens and fences are the only acceptable means of containment for your pets. The box with chain system is not acceptable.

(I) WASTE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall only be kept in sanitary conditions. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties by a screening wall of approved fencing or landscape material. All trash containers must be removed from curb area 24 hours after designated trash pickup date.

(J) SOIL REMOVAL: No soil shall be removed for any commercial purposes. Designated area will be provided for all excess soil, rock, etc. by the Developer and deposited within.

(K) CLOTHES LINES: No clothing or any other household fabrics shall be hung in the open on any Lot and no outside clothes drying or airing facilities shall be permitted other than the back deck or patio

(L) NUISANCES: No obnoxious or offensive activity shall be permitted on any Lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood. No outside lights on poles higher than 14' (fourteen feet) or greater than 300 watts will be permitted. Other lights shall be down or area lights (no glare) and shall not disturb neighboring property.

(M) VEHICLES NOT IN USE: No automobile or motor driven vehicle or towed vehicles shall be left in public view for a period longer than 7 (two) days in a condition wherein it is not able to be operated upon a public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above-described real estate and shall be removed therefrom. Storage buildings and storage areas will be offered by the Developer in the near future.

(N) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat, and sailboat repair.

(O) PLEASURE AND UTILITY VEHICLE AND EQUIPMENT PARKING AND STORAGE: No truck, trailer, boat, camper, or other recreational vehicles, commercial vehicles, or utility vehicles and equipment, including mowers, tractors, and other lawn or garden equipment, shall be parked or stores on any Lot outside of an enclosed garage; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle, or commercial vehicle on the premises for a period not to exceed 48 (forty-eight) hours in any period of 30 (thirty) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as a vehicle by an owner of a Lot and his family.

(P) GARAGE/DRIVEWAY: No dwelling may be constructed on any Lot unless an enclosed garage of at least 2 (two) automobiles is also constructed thereon. All driveways shall be surfaced with at least 150 (one hundred fifty feet) or to the garage entrance with a durable hard surface material

(Q) SIGNS: No signs of any kind shall be displayed to the public view on any Lot, except as approved by Developer in writing. Developer reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and real estate broker during the construction and sales period to all Lots

(R) ANTENNAS: Television and radio antennas, including dish-type satellite stations over 18" (eighteen inches) in diameter, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or Lot. No towers of any kind, including, but not limited to, television, radio, and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision. Note: Time Warner cable TV is provided to the front of each lot

(S) STORAGE TANKS: No storage tank(s) larger than 10 (ten) cubic feet including, but not limited to those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on any Lot except underground, and any storage tanks less than 10 (ten) cubic feet shall be placed in a location not visible from the street

(T) FENCING LOTS: Construction of fences and walls is prohibited on any Lot until plans and specifications are approved by the Developer as set forth herein. At no time will Developer approve any fence or wall which exceeds 5' (five feet) in height (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the areas). No wire fences other than new chain link fences shall be permitted. Plans for all walls and fences shall be approved by Developer prior to construction. The design and type of materials to be used shall be at Developer's sole discretion

(U) WELLS: No well, either temporary or permanent, for gas, water, oil, or other substance shall be erected, placed, or suffered to remain upon any Lot nor shall any Lot be used for any purpose which may endanger the health or unreasonably disturb the quiet possession of the owner(s) of any Lot within or without the Subdivision

(V) MAIL BOXES: All mail boxes within the Subdivision shall be of uniform design, color, and construction as determined by Developer and shall be provided by the builder or owner of the lot. Mail boxes will be located on Lot lines in accordance with the Developer and Postmaster.

(W) LANDSCAPING: The builders and subsequent Owners of each Lot shall be solely responsible for meeting the landscaping requirements of the Developer.

(X) MINIMUM SQUARE FOOTAGE: The minimum square footage requirement for the main structure of each dwelling (exclusive of basements, open porches, garages, and unfinished areas), erected, placed or structurally altered on any Lot shall be as follows:

PHASE I.

All residences of two or more stories shall not be less than 2000 (two thousand) square feet. Ranch style homes shall not be less than 1800 (eighteen hundred) square feet.

I, the undersigned, PERRY COUNTY INDUSTRIAL DEVELOPMENT COMPANY, LTD, by CHARLES W. OWEN, JR., President, being the owner of Lots 1, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 23, 24, 25, 26, 30, 34, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and Areas "A", "C", "D" and "E" herein platted agrees that this plat correctly represents "City Gate Residential Amended Plat No. 2" and do hereby accept this plat of same.

In Witness Whereof, I have hereunto set my hand this 25 day of February, 2011.

Perry County Industrial Development Company, Ltd.

by [signature]
Charles W. Owen, Jr., President

STATE OF OHIO :
: ss.
COUNTY OF PERRY :

Be It Remembered, That on this 25th day of February, 2011, before me, the subscriber, a Notary Public in and for said County, personally came the above named PERRY COUNTY INDUSTRIAL DEVELOPMENT COMPANY, LTD, by Charles W. Owen, Jr., President, a party to the foregoing instrument, and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

Notary Public
BARBARA A. SMITH
Notary Public, State of Ohio
My commission expires 11-2-12

PLAT BOOK 5 PAGE ~~484~~502
SLOT 451

Description Meets Minimum Survey Standards, Approval for transfer is up to the Auditors Office
3-8-2011
Perry County Engineers Ofc.

CITY GATE RESIDENTIAL AMENDED 2