(Y) UNDERGROUND UTILITIES: All pipes, electric lines, cable TV, and telephone lines shall be located underground and in accordance with County and Township requirements when it is possible and cost effective

(Z) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any Lot if such improvements would interfere or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways, or other drainage configurations.

(AA) CLEARING: No living tree larger than 8" (eight inches) caliber in the setbacks of the side yards shall be removed without Developer approval No living tree larger than 8" (eight inches) caliber within 15' (fifteen feet) from the rear property shall be removed without Developer approval

(AB: ENTRANCEWAY AND OTHER EASEMENTS. The Developer hereby creates and reserves easements over the recorded easement and setback (or building line) areas for lots numbered 1 and 48 of the Subdivision as shown on the recorded plat of the Subdivision for the installation of improvements, repairs, and maintenance of the entranceway facilities. All Lots in Subdivision are conveyed subject to all sanitary, storm sewer, utility, and other easements set forth on the Plats for the Subdivision, or as established by the Developer and recorded with the appropriate county recorder's office in connection with the development of the Subdivision.

(AC) SIDEWALK LIGHTING: All owners are responsible for installation and maintenance of one sidewalk lighting system, consistent with existing installations These lighting systems will be located on the predetermined lot line, designated by the Developer. All systems will be pre-approved by Developer before installation.

(AD) SIDEWALKS: All owners are responsible for installation of a 4' (four feet) concrete sidewalk parallel with roadway, to run from property line to property line, and to join with any existing walkways Developer will predetermine walkway location and installation must be completed within 6 (six) months of occupancy. This walkway will be maintained and kept unobstructed by owner and be open for public use.

(AE) RECREATIONAL AREAS: Ball fields, tennis courts, volleyball, basketball, shelter house, and picnic areas are owned, maintained, and controlled by the Nazarene Outreach Center. All rules and guidelines will be posted. The outreach center will reserve first right on the grounds, thus all large outings should be scheduled

(AF) SWIMMING AREAS: Swimming areas will be provided by the Developer All children must be accompanied by adults Glass containers not permitted in beach area. All trash must be removed. The Developer will not be responsible for loss or accidents. This area will not be open to the public and all guests must be accompanied by Lot owners The Developer reserves the right of refusal to anyone and all waterfront property lines will be respected.

(AG) WALKWAYS AND WALK TRAILS: All predetermined walkways and trails will remain unobstructed at all times, and may be used by owners and their guests for posted use only

ARTICLE II

(A) REAL COVENANTS: The Restrictions set forth in this Declaration shall be covenants running with the land and the breach of any such covenants by the Owner of any Lot or Lots may be remedied by appropriate proceedings at law or in equity by the Developer or by the Owner of another Lot in the Subdivision, but by no other person. If Developer retains counsel to enforce any of the Restrictions, by reason of such breach, all costs incurred in such enforcement, including reasonable fees for counsel, shall be paid by the Owner of such Lot or Lots

ARTICLE III

(A) DURATION: All of the foregoing Restrictions shall continue and remain in full force and effect at all times as against the Owner of any Lot within the Subdivision., regardless of how title was acquired, until December 31, 2035, on which date these Restrictions shall be automatically extended for successive periods of ten years unless, on or before the end of each extension period, the Owners of at least 75% (seventy-five percent) of the lots in the Subdivision shall by written instrument, duly recorded in Perry County, declare an amendment of any of these Restrictions. Termination of these Restrictions shall only occur by the affirmative vote of the owners of at least 90% (ninety percent) of the Lots in the Subdivision in writing declaring such termination.

(B) ENFORCEMENT: Enforcement shall be proceedings by law or in equity or both by any Owner of any Lot or by the Developer against any person or persons violating or attempting to violate any of the Restrictions, either to restrain violation or recover damages. No failure to object to violations of any Restrictions or to enforce any Restrictions shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as one occurring prior to subsequent thereto.

(C) SEVERABILITY: Each of the Restrictions contained herein is independent and separate and in the event any one or more such Restrictions shall for any reason be held invalid or unenforceable by a court of competent jurisdiction all remaining Restrictions shall nevertheless remain in full force and effect.

ARTICLE IV

ACCEPTANCE By accepting a deed to any Lot or part thereof, a Grantee accepts the same subject to the foregoing Restrictions and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly

ARTICLE V

AMENDMENT BY DEVELOPER AND LOT OWNERS: Developer hereby reserves the absolute right to amend or modify these Restrictions, without the consent or approval of the Lot Owners, by a declaration of amendment if such amendments shall be for the benefit of the Subdivision or requested or required by a governmental authority or agency having jurisdiction over the Subdivision. Any other amendment of these Restrictions shall require the written consent of at least 75% of the Lot Owners and shall be evidenced by a written instrument recorded in Perry County. The Lot Owners shall not have the right to amend this Declaration for the purpose of modifying or terminating any provisions contained in Article II, or for the purpose of modifying or amending any easements now or hereafter created and reserved by the Developer for the benefit of the Subdivision.

ARTICLE VI

(A) ENTRANCEWAY: Developer intends, during the course of development of the Subdivision, to construct a certain entranceway and other entrances providing accessing to the Subdivision adjacent to Lots in the Subdivision, and to install fencing, signage, and landscaping at said entranceway and other entrances, and to provide for the servicing, maintenance, and replacement of the improvements, landscaping, and grass at the entranceway for the benefit of Developer as well as the Lot Owners in the Subdivision.

(B) ADDITION OF ADDITIONAL PROPERTY TO DECLARATION: The Subdivision initially will consist of all of the Lots in PHASE I of the City Gate Community situated in Perry County, Ohio The Developer hereby reserves the right to record one or more amendments to this Declaration in order to add additional property to this Declaration as future phases of the Subdivision (the "Additional Property"). The Developer shall not be required to obtain the consent of the Lot Owners to add Additional Property to this Declaration. Upon adding any Additional Property to this Declaration, the definition of the term "Lot" shall be expanded to include the Lots developed by Developer on the Additional Property, and the term "Owner" shall be expanded to include any current or future Owner of a Lot on such Additional Property, including the Developer, while such party is the Owner of the Lot. All lots situated on the Additional Property, and the Owners thereof, shall be subject to all of the terms of this Declaration

WITNESS the signature of the authorized officer of the Development this 7th day of March, 2011.

Perry County Industrial Development Company, Ltd.

By: Charles W. Owen, Jr.

State of Ohio
County of Perry, SS:

The foregoing instrument was acknowledge before me this 7th day of March 2011, by Charles W. Owen, Jr., President of Perry County Industrial Development Company, Ltd., on behalf of said company.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Linda L. Smith, Attorney at Law
Notary Public ~ State of Ohio
Lifetime Commission

PLAT BOOK 5 PAGE 504
SLOT # 152

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

CITY GATE RESIDENTIAL AMENDED 2

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