

## RESTRICTIONS

### Regarding Development And Use Of Property

THIS CONVEYANCE IS SUBJECT to the special covenants and restrictive conditions, listed hereinafter, which shall run with the land whether or not they are mentioned or referred to in subsequent conveyances of this property:

1. The property shall be used for residential purposes only. There shall be no retail business of any kind located upon the property, nor shall any business be operated out of any residence constructed upon the property which generates customer/public traffic. Examples of business activity permitted include sole proprietor, e-mail business, mail order business, or professional consulting business.
2. Each lot (parcel) is restricted to a single family dwelling of not less than 1500 square feet of living space exclusive of basement, decks, porches, carport and/or garage. Any residential dwelling shall be completed within one year of the beginning of construction. Dwellings shall be set back from the Old Columbus Road or adjoining parcels owned by a third party as shown on the survey of Troy Richard Slack, referenced in this Deed.
3. No house trailer, or "single wide" mobile home shall be permitted on the property; nor shall any camper or travel trailer be allowed to be used for residential purposes. Manufactured homes, including "double wide" units with a minimum depth of 24 feet, are permitted providing they are on permanent foundations or have masonry skirting; are less than five years old; and comply with all provisions of aforesaid restriction number 2.
4. No nuisance, noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighboring properties. The having or allowing of junk such as used appliances or wrecked, dismantled or disabled automobiles shall constitute a nuisance per se.
5. The property shall not be used as a storage or waste disposal for chemical or toxic wastes.
6. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such garbage and trash as shall be generated by a normal residence shall be kept in sanitary containers and properly disposed of at lawful collection sites.

7. No individual sewage-disposal system shall be permitted on any of the property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both State and Local Health authorities, and with permits obtained from such authorities.
8. No swine or goats may be kept or maintained on the property for any purpose. No chickens (chicken houses) or other animals of any kind may be kept or maintained on the property for commercial purposes, and if chickens or ducks are kept as pets, the number may not exceed ten (10). The number of horses and/or calves permitted may not exceed a total of three (3) per lot.
9. Any outbuildings shall be constructed in a manner not to appear offensive to the property. All buildings must be finished within one year from commencement and shall be constructed of new materials. Unless of brick or rock or of some non-fading material, the structure shall be painted and maintained in a good condition at all times.
10. The property shall not be re-subdivided or partitioned unless the purpose of such division is to increase the size of an adjacent lot as shown on the survey of Troy Richard Slack, referenced in this Deed.
11. The invalidation of any of these covenants or any word, phrase or clause therein by Judgment, Court Order or otherwise shall not affect any other provision, all of which shall remain in full force and effect.
12. In the event that any one or more of the foregoing covenants or restrictions are violated by any party subject to the restrictions and covenants, the party guilty of such violation shall be subject and liable at the suit of the grantors herein, or the owner of any parcel or lot shown on the referenced survey of Troy Richard Slack, or of the then constituted public authorities to be enjoined by proper process from such violation and shall be liable for the payment of any additional damage as may accrue and all costs and reasonable attorney fees incident to such litigation.

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12. In the event that any one or more of the foregoing covenants or restrictions are violated by any party subject to the restrictions and covenants, the party guilty of such violation shall be subject and liable at the suit of the grantors herein, or the owner of any parcel or lot shown on the referenced survey of Troy Richard Slack, or of the then constituted public authorities to be enjoined by proper process from such violation and shall be liable for the payment of any additional damage as may accrue and all costs and reasonable attorney fees incident to such litigation.