

SOUTH FORK ALLOTMENT No. 1

HARDY TOWNSHIP
2ND. QTR. LOT 27
T-9N, R-TW
HOLMES COUNTY, OHIO

GRANTORS:
BIG COUNTRY ESTATES, LTD.
5103 T.R. 313
MILLERSBURG, OHIO 44654

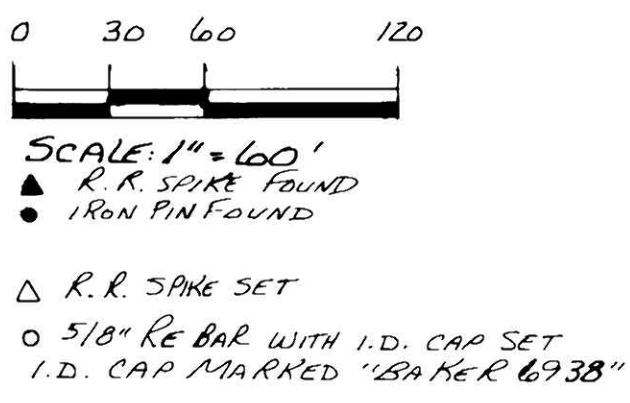
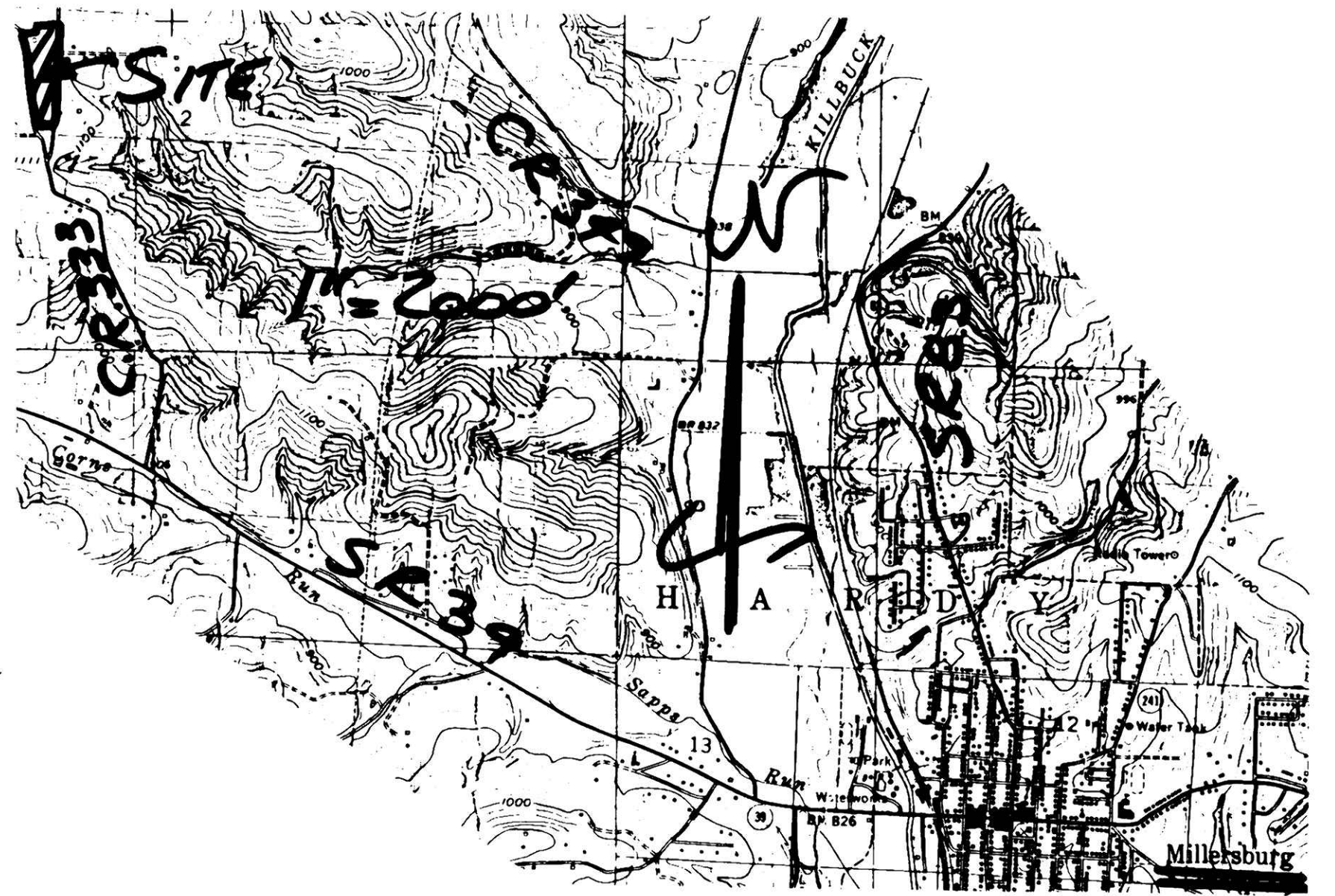
PREPARED BY:
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MILLERSBURG, OHIO 44654
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AGENT:
REX BAKER
P.O. Box 897
KILLBUCK, OHIO 44637
PH. (330) 276-2161

REFERENCES:
DEED VOL. 278 PAGE 1004
" " 180 " 339
" " 267 " 898
" " 272 " 781
PLAT VOL. 5 PG. 135
" " 76 " 57

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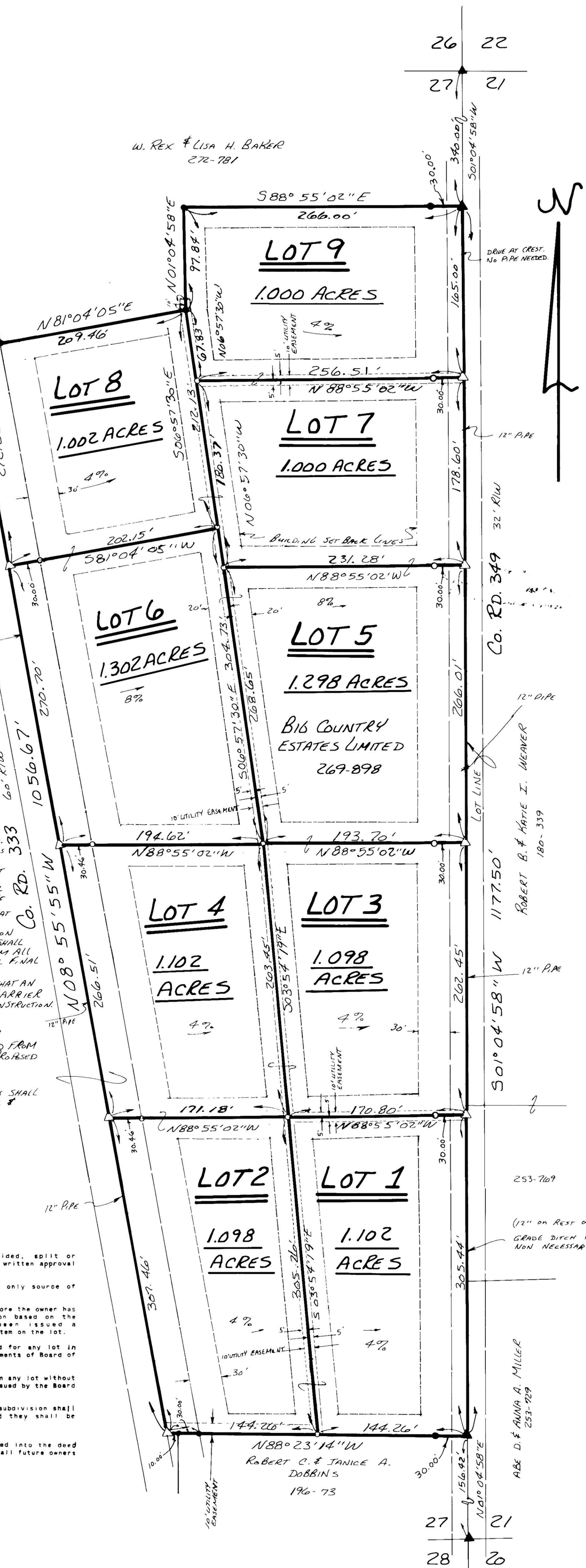
BEARINGS FROM PLAT VOL. 8 PG. 52



NOW THEREFORE Declarants declare that all the Property shall be held, developed, encumbered, occupied, improved, built on and covered subject to this Declaration.

1. The Property shall be used solely and exclusively for single family residence purposes only.
 2. No multiple-dwelling type building may be erected on the Property. No single-family type residence may be thereafter remodelled into a dwelling containing two or more apartments. Upon each lot there shall be erected no more than one such single-family residence.
 3. All dwellings erected or constructed on the Property shall comprise at least the number of square feet designated below.
- | Minimum Square Feet | |
|---------------------|--------------|
| 1 Story | 1250 sq. ft. |
| 1 1/2 Story | 1600 sq. ft. |
| 2 Story | 1900 sq. ft. |
4. No part of any structure of a permanent or temporary nature shall be erected, placed or suffered to remain on the Property within 30 feet of the street or highway on which the Property fronts, nor within 20 feet of either side line, nor within 20 feet of the back lot line.
 5. No garage or carport shall be erected, placed or suffered to remain on the Property within 30 feet of the street or highway on which the Property fronts, nor within 20 feet of either side line, nor within 20 feet of the back lot line. The garage or carport constructed on the Property shall be constructed of the same material as the house to which it belongs and shall be attached to the main structure located upon the Property.
 6. Each lot shall have constructed thereon a driveway leading from the street or highway to and upon said lot and said driveway shall be of sufficient width to permit and provide for off street parking of motor vehicles.
 7. No intoxicating liquor, beer, wine or drugs shall be manufactured or sold on the Property.
 8. The Property shall not be used for any purpose or in any way which may endanger the health or safety of any person or any occupant of adjacent or neighboring property.
 9. No portion of any lot within 30 feet of the street or highway on which said lot fronts shall be used for any purpose other than lawn, provided, however, this provision shall not be construed to prohibit sidewalks, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains, and similar ornamental, or garden use for household purposes. No waste, undergrowth or unsightly objects of any kind shall be placed or suffered to remain upon any part of the Property.
 10. Nuisances
 - a. No activity or business or any act shall be done upon the Property which may be or may become an annoyance or nuisance to the neighborhood.
 - b. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on the Property, except for hobby not for profit, except for dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose.
 11. No exterior surface area shall be of block construction above the basement.
 12. No permanent basement shall be constructed upon the Property or be located upon the Property at any time.
 13. The exterior area and surface of all construction located upon the Property shall be completed within an year after erection for said structure has commenced.

14. No Mobile Home or House Trailer or other Manufactured Home shall be located, constructed, or assembled upon the Property at any time, except Unit-Built Type Homes constructed on a full basement with a minimum of 4-12 roof pitch.
15. Method of Determining Square Foot Area: The method of determining the square foot area of proposed buildings and structures or additions and improvements thereon shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, screened porches, basements, patios and terraces shall not be taken into account in calculating the minimum square foot area as required by this Declaration.
16. No unsightly refuse shall be visible on the Property.
17. Lot maintenance: all undeveloped lots, other than woods, should be mowed twice annually. Developed lots should be mowed bi-monthly. If mandatory mowing does not occur, the Declarant will hire a contractor to mow your lot and charge for the services performed.
18. All utilities beyond the public Road Right-of-Way shall be underground.
19. No motor vehicle, boat or camper type trailer which does not bear a current license plate shall be allowed to remain outside of a completely enclosed garage on the Property.
20. No lot may be further subdivided.
21. Declarants and/or any Lot Owner shall have the right to enforce the Protective Covenants at law or in equity by proceeding against any party or parties violating or attempting to violate any one or more of the Protective Covenants. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent the violation of any one or more of the Protective Covenants.
22. Any action or omission which violates any provision of this Declaration is declared to be a nuisance. Every remedy allowed by law or equity shall be applicable in case of any such violation and may be exercised by Declarants and/or any Lot Owner.
23. The Declarants, as long as either of them own one or more Lots shall have the right to enter upon any part of the Property at any reasonable time to inspect for a possible violation of the Protective Covenants. Where the inspection shows that a violation of the Protective Covenants exists, Declarants shall have the right to file and enforce any structure, thing or condition causing the violation at the expense of the Owner of the Lot where the violation exists, without any liability to the Owner for trespass or any other claim resulting from the entry.
24. The remedies specified in this Section 21 are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation of the Protective Covenants.
25. In any proceeding for the enforcement of any of the provisions of this Declaration or for the restraint of a violation of any such provisions, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be fixed by the Court in the proceedings.
26. No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party, or an estoppel of that party to assert, any right available to the party upon the recurrence or continuation of the violation or the occurrence of any different violation. No provision of this Declaration shall be construed so as to place upon the Declarants or any other aggrieved party any duty to take any action to enforce this Declaration.
27. The Declaration or any provision contained herein may be amended for any purpose by recording the desired amendments executed by not less than 75% of all Lot Owners and, if Declarants still own one or more Lots, executed also by Declarants.
28. No amendment of this Declaration shall require any change in any pre-existing structure or other improvement which is in compliance with this Declaration immediately prior to the effective date of the amendment, or which requires any change in a use complying with the provisions of this Declaration as of the date immediately preceding the effective date of the amendment, without the written consent of each party so affected or required to make any such change.



NOTE: Please sign in permanent black ink.

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision with our free consent and establish the minimum building restriction lines.

Oct 1, 1996 *[Signature]*
Oct 1, 1996 *[Signature]*

CERTIFICATE OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS
I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation, in the subdivision plat entitled:
fully meet the requirements of the Holmes County Board of Health and the Ohio State Health Department, and are hereby approved as shown.

10-25-96 *[Signature]*
County Health Commissioner

CERTIFICATE OF APPROVAL BY THE HOLMES SOIL AND WATER CONSERVATION DISTRICT
I hereby certify that I have approved the subdivision plat and/or agreements or provisions for sedimentation and erosion control as stated or shown hereon.

10-24-96 *[Signature]*
Holmes Soil and Conservation District

CERTIFICATE OF THE APPROVAL BY THE COUNTY COMMISSIONERS
I hereby certify that the Holmes County Commissioners have approved the subdivision plat as shown hereon.

11-4-96 *[Signature]*
Chairman, County Commissioners

CERTIFICATE OF THE APPROVAL OF PLAT AND ENGINEERING DETAILS
I hereby certify that I have approved the plat and engineering details of the proposed roads, sewer and water systems and other proposed public facilities in the subdivision plat as shown hereon.

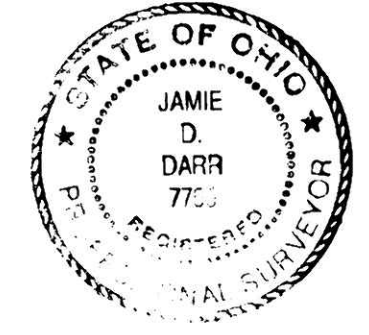
10/29/96 *[Signature]*
County Engineer

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision regulations for Holmes County, Ohio, with the exception of such variances, if any, as pronounced in the minutes of the Holmes County Regional Planning Commission and that it has been approved for recording in the office of the County Recorder.

11-1-96 *[Signature]*
Holmes Regional Planning Comm.

CERTIFICATE OF ACCURACY
I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Holmes Co. Regional Planning Commission and that the monuments have been placed as shown hereon.

8-30-96 *[Signature]*
JAMIE D. DARR P.S. 7755



EROSION CONTROL NOTE
THE LAND OWNER WILL FOLLOW THE OHIO TECHNICAL STANDARD AND SPECIFICATIONS CRITICAL AREA PLANTING GUIDELINES #392. A COPY OF THESE TECHNICAL STANDARDS IS AVAILABLE AT THE HOLMES SOIL AND WATER CONSERVATION DISTRICT, 62 WEST CLINTON STREET, MILLERSBURG, OHIO 44654.
IT SHALL BE THE FURTHER OBLIGATION OF ALL PEOPLE BUILDING ON ANY LOT THAT THE FOLLOWING SHALL APPLY:
1. A STRIP OF UNDISTURBED VEGETATION A MINIMUM OF 40' IN WIDTH SHALL BE PRESERVED DOWN SLOPE FOR ALL CONSTRUCTION AT ALL TIMES UNTIL FINAL SEEDING.
2. IMMEDIATELY UP SLOPE FROM THAT AN APPROVED SEDIMENT PROOF BARRIER SHALL BE INSTALLED DURING CONSTRUCTION.
3. ALL EXISTING CULVERTS UNDER ANY ROAD MUST BE PROTECTED FROM ANY SEDIMENTATION FROM PROPOSED SUBDIVISION.
IT IS EXPECTED THAT THESE CONDITIONS SHALL BE INSPECTED BY THE HOLMES SOIL & WATER CONSERVATION DISTRICT.

BOARD OF HEALTH STIPULATIONS

1. No lot in the subdivision may be divided, split or subdivided in the future without the prior written approval of the Board of Health.
2. One single family dwelling shall be the only source of wastewater on each lot.
3. No construction may commence on any lot before the owner has requested and obtained a site evaluation based on the proposed dwelling location and been issued a permit-to-install for a sewage disposal system on the lot.
4. No sewage disposal system will be approved for any lot in the subdivision unless it meets the requirements of Board of Health Regulation #01.
5. No sewage disposal system may be operated on any lot without a valid permit-to-operate for the system issued by the Board of Health.
6. Prospective purchasers of any lots in the subdivision shall be informed of the above conditions and they shall be incorporated into any sales agreement.
7. The above conditions shall be incorporated into the deed restrictions for each lot to be binding on all future owners of each lot.

TYPICAL SET BACKS
30' FRONT
20' SIDE & REAR

No further splits will be permitted without replatting said lot.
These lots are for residential purposes only.