PROTECTIVE COVENANTS

Hoying & Hoying Builders, Inc.
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1. **Land Use:** All lots shall be used for residential purposes and nothing shall be permitted on any premises in said subdivision, which may become detrimental to a good neighborhood.

2. **Dwelling Size:** Any residential structure being erected on any building site is to have no less than 1800 sq. ft. of habitable floor area exclusive of basements, open porches and garages. If such residential structure exceeds one story in height, the habitable floor area of the first floor shall contain at least 1000 sq. ft.

3. **Building Location:** Building location shall conform to the building setback lines as shown upon the plat.

4. **Construction Time:** Any house being constructed in said subdivision is to be completed within 8 months from the date of the beginning of construction. The same applies to any house additions that may occur at a later date. All houses shall be landscaped within one year from the date of their completion. Yards are to have a finished grade and are to be seeded with in 6 months from the date the house is completed.

5. **Signs:** No signs of any kind shall be displayed to the public view on any lot except on sign of not more than six sq. ft. advertising property for sale or rent, or signs used by the builder to advertise the property during construction and sale period.

6. **Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown upon the lot.

7. **Architectural Control:** Building plans and specifications and a site plan shall be submitted to the Developer, Paul Hoying, his successors or assigns, for his approval prior to the start of construction or installation. Said plans and specifications shall be delivered to the developer at his business address, which is presently 13120 McCartyville Road Anna, Ohio. Refusal to approve such plans may be based on any grounds, including purely aesthetic grounds. In the event that the developer fails to approve or disapprove said plans and specifications within fifteen (15) days from the date he receives them, then approval shall not be required provided the design is in harmony with the other structures in the development and conforms to all other covenants, restrictions and conditions herein set forth.

8. **Fences:** All fences must be of attractive and durable materials. No barbed wire, field fencing, poultry wire, or similar type may be used.

9. **Nuisances:** No noxious or offensive activities shall be carried on upon any residential lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

10. **Lot Maintenance:** All grounds and premises in said subdivision shall be mowed and kept reasonably clear of weeds and undergrowth by the owners thereof at all times prior to erection of any buildings; thereafter all such grounds shall be maintained by the Owners so as to conform with the beauty of the area in said subdivision.

11. **Temporary Structures:** No structures of any temporary character, trailer, basement, tent, shack, barn, garage, or other out buildings shall be used except during periods of construction of the house.

12. **Garages and Driveways:** All residences are to have at least a two-car attached garage with overhead garage door(s), which shall have automatic opener(s).

13. **Utility Buildings:** All outbuildings, storage sheds, greenhouses, garages, etc. shall be architecturally compatible to the existing house, with similar siding or brick as used on the house.

14. **Livestock and Poultry:** No animals, bees, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats and other household pets, provided they are housed within the structure, kept intact within the Owners property line and not kept, bred or maintained for commercial purposes.

15. **Garbage and Refuse Disposal:** At no time shall anyone be allowed to store trash cans or bags of garbage anywhere on the exterior of their property where it can be seen by others, except for days of the regular scheduled garbage pick-up. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage.

16. **Water Supply:** Individual water supply is required and is to be from a sealed well. The water supply and installation of same shall comply with the Shelby County Health Department regulations.

17. **Restriction Changes:** The foregoing restrictions, covenants and conditions shall run with the land and shall be binding on all future owners of all building sites, and all persons claiming under them. Changes can be made by a vote of ¾ of the landowners after lots have been sold by the developer.

18. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or person's violation any covenant either to restrain violation or recover damages. Should any one or more of the foregoing restrictions, covenants, or conditions at any time in the future be held illegal, void or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants, or conditions, all of which shall remain in force and effect.