

MUTUAL RESTRICTIONS AGREEMENT

THIS MUTUAL RESTRICTIONS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987, at Union County, Ohio, by and among Herbert J. VanBenthuyssen and JoAnn VanBenthuyssen, husband and wife; Gary J. Wilkosz and Lisa L. Wilkosz, husband and wife; Jerry M. Diodore and Kristi L. Diodore, husband and wife, and Gregory L. Harner, single; Richard Thomas Morrison, single; Steven M. Burke and Sue A. Burke, husband and wife; Michale J. Heuer and Donna M. Heuer, husband and wife; Bruce E. Ratliff and Tracy M. Houdashelt, husband and wife; Herbert H. Wears and Patricia A. Wears, husband and wife; Stephen G. Coleman and Mary Theosen Coleman, husband and wife; Thomas A. Cunningham and Jane D. Cunningham, husband and wife; and Joyce A. Filppi and Douglas R. Filppi, wife and husband; and Patten Corporation of Ohio, an Ohio Corporation having its principal place of business at Sunbury, Ohio,

WITNESSETH

WHEREAS, the parties hereto are all of the owners of lots situate in the Wilderness Trailer Subdivision, Millcreek Township, Union County, Ohio, and more particularly described in Volume 1, page 586, Annex and Subdivision Records of Union County, Ohio, ownership of such lots being as follows: Lot 3 - Herbert J. VanBenthuyssen and JoAnn VanBenthuyssen, husband and wife; Lot 4 - Gary J. Wilkosz and Lisa L. Wilkosz, husband and wife; Lots 5, 6, and 7 - Jerry M. Diodore and Kristi L. Diodore, husband and wife, and Gregory L. Harner, single; Lot 11 - Richard Thomas Morrison, single; Lot 12 - Steven M. Burke and Sue A. Burke, husband and wife; Lot 13 - Michael J. Heuer and Donna M. Heuer, husband and wife; Lot 14 - Bruce E. Ratliff and Tracy M. Houdashelt, husband and wife; Lots 15 and 25 - Herbert H. Wears and Patricia A. Wears, husband and

wife; Lot 16 - Stephen G. Coleman and Mary Theosen Coleman, husband and wife; Lot 18 - Thomas A. Cunningham and Jane D. Cunningham, husband and wife; Lot 10 - Joyce A. Filppi and Douglas R. Filppi, wife and husband; and Lots 1, 2, 8, 9, 17, 19, 20, 21, 22, 23 and 24, Patten Corporation of Ohio; and

WHEREAS, the parties hereto desire to impose upon each of the parcels of such Wilderness Trails Subdivision and being the premises heretofore described, certain restrictions in order to maintain and enhance the value of their properties; and

WHEREAS, the parties heretofore entered into certain restrictions on such premises and desire by these presents to release and discharge such prior restrictions as appear of record and adopt and enact in their place and stead the restrictions herein set forth,

NOW THEREFORE, in consideration of the premises, the parties mutual covenant and agree as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Wilderness Trails Subdivision, Millcreek Township, Union County, Ohio, shall be subject to the following restrictions:

#### RESTRICTIONS

1. LAND USE: The Wilderness Trails development shall be limited to 25 lots for single family residence only.

2. PLAN APPROVAL: No excavations may begin or building started without the approval of the Homeowners' Association noted in paragraph 7a. Exterior construction must be completed within one (1) year of start.

3. BUILDING LOCATIONS: All buildings must be located within the platted building lines as provided for each lot.

4. CONSTRUCTION: Soil erosion during and after constructions must be minimized so as not to fill in the drainage tiles. Construction debris is to be cleaned up each Friday on each lot and the lot owner is to clean up and bring the road back to good repair each day.

5. OUTBUILDINGS AND FENCES: Outbuildings, fences and mailboxes must be approved by the Homeowners' Association. Fences, if any, must be of a standard design, using 4 x 4 posts, 1 x 6 boards and dark brown stain. All storage tanks must be hidden from public view. Only one standard television antenna may be in public view.

6. UTILITIES: All utilities must be underground. Ten foot utility easements must be granted where installed and will be kept within other easements wherever possible as shown on the plat.

7a. HOMEOWNERS' ASSOCIATION: The Homeowners' Association (a non-profit corporation) is created for the benefit of all lot owners to administer these deed restrictions. Each lot owner is a member of the Wilderness Trails Homeowners' Association. Each lot owner shall have votes equal to the number of lots owned. A two-thirds majority vote is required to pass any action.

b. A Wilderness Trails maintenance fund has been created by the Homeowners' Association. \$25.00 per year per lot, adjusted by the consumer price index, is to be contributed to the maintenance fund by each lot owner by January 1 of each year following the year of purchase.

8. RECREATION AREA: A recreation area is set aside at the south end of Wilderness Trails. All lot owners and occasional guests may use the area. The Homeowners' Association is responsible for maintaining

the area and the access. The tract will be deeded to the Homeowners' Association, subject to the terms and conditions of the Patten Environmental Trust.

9. TILE EASEMENTS: All common ground water drain tiles are protected with a minimum 20 foot easement for their repair and replacement and shall be placed within other easements wherever possible.

10. DWELLING SIZE: All one floor plan residences shall have a minimum liveable floor area of 1400 square feet on the ground floor level exclusive of garage, unfinished basement, open porches, or decks. All multi-level residences shall have a minimum liveable floor area of 1000 square feet on the ground floor level and a total minimum liveable floor area of 1400 square feet exclusive of garage, unfinished basement, open porches, or decks.

11. DRIVEWAYS: Driveways will be located according to the Homeowners' Association and be constructed across the road ditch according to the specifications of the County Engineer.

12. VEHICLE STORAGE: No trucks, commercial vehicles, farm equipment, boats, trailers, campers, automobiles, or mobile homes may be parked or stored on the premises for more than 30 days unless in a garage or other outbuilding.

13. SIGNS: Professional signs of no more than two square feet, real estate "For Sale" sign of no more than five square feet, and signs used by a builder to advertise the property during the construction and sales period, are the only signs which may be displayed to public view on any tract except those put up by the developer during the initial sales period.

14. NUISANCES: No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Excessively barking or ferocious dogs; and loud, motorized vehicles are considered a nuisance.

15. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

16. GARBAGE AND REFUSE DISPOSAL: No portion of any property may be used as a garbage or refuse disposal area. Garbage and refuse shall not be kept except in sanitary animal proof containers.

17. LOT MAINTENANCE: Landscaping in keeping with the development must be installed and maintained. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere on any meadow lot, and no unsightly, objects shall be allowed to be placed or remain anywhere on a lot. No live tree greater than six inches in diameter may be cut down unless it impedes construction or its removal adds value to the property.

18. No construction may begin or buildings started without the individual lot owner obtaining zoning, building and sewage disposal permits.

19. No buildings or sewage disposal systems shall be located on any natural water courses, road right-of-way, or utility easements.

20. Each residence shall have an adequate and well maintained sewage disposal system approved by the Union County Board of Health. No clean water connection or water softener backwash shall be connected to the sewage disposal system. Each residence shall utilize water-saving

devises and fixtures to reduce water consumption. Prior to the issuance of a sewage disposal permit, the individual lot owner or builder shall present to the Board of Health the plans for the sewage disposal system. The plans shall be prepared by a registered engineer who shall plan and design the system and inspect the system during construction. In designing the system the engineer shall consider location on the lot, elevation of the sewage disposal system and provision for sufficient space on the lot to duplicate the system. The sewage disposal system shall be designed in accordance with or be equivalent to the standard drawings (see Subdivision and Annexation Record) and approved by the Board of Health. The attached shall be followed during the construction of the leaching fields. The installer of the sewage disposal systems shall be licensed or approved by the Board of Health.

21. Each lot owner shall abandon his system and connect to a central sewer system when one comes available within 200 feet of his lot.

22. Maintenance of the sewage disposal systems: Each sewage disposal system shall be checked annually by an inspector approved by the Board of Health. The Wilderness Trails Homeowners' Association shall contract for this inspection service directly with the inspector. The inspector shall perform the annual inspections and file a copy of the inspection report with the Homeowners' Association and with the Board of Health. If the inspector discovers deficiencies in the operation of the sewage disposal systems, he shall within five (5) days notify the property owner and the Board of Health in writing. The property owner shall have a period of ten (10) days to correct the deficiencies. If the property owner shall fail to comply or correct the

deficiencies, the Homeowners' Association shall have the right to enter upon the lot of the defaulting property owner to perform the necessary maintenance and bill the lot owner.

23. ENVIRONMENTAL DEED PROTECTION COVENANTS FOR WILDERNESS TRAILS SUBDIVISION: As advised by the Director of Patten Environmental Trust, Grantor hereby sets protective covenants on the 4.175 acre tract set aside as a recreation area for the subdivision of Wilderness Trails. The said subdivision is located in Millcreek Township, Union County, Ohio, VMS 1573.

The recreation area within Wilderness Trails Subdivision has been platted and set aside for the use and enjoyment for the lot owners and their guests of the subdivision. The use of this area is subject to the following covenants:

1. Trees with a diameter of 4" or larger may not be cut or removed from this area for any reason other than if the trees are diseased, or for clearing an area for the erection of a pavilion type building for a picnic shelter house as approved by the Wilderness Trails Landowner's Association.
2. No septic or sewage systems may be installed within the recreation area except for a pavilion type building and approved by the Landowner's Association.
3. No building may be erected, other than a pavilion type for a picnic shelter house, within this recreation unless first approved by the Grantor and the Landowner's Association.
4. Game hunting is completely prohibited within the recreation area.

24. DURATION AND ENFORCEMENT: These restrictions shall be in effect until January 1, 2017. They will automatically renew for periods of ten years unless amended by two-thirds majority of all lot owners in the development. These restrictions shall be enforceable by action, injunction, lien or other legal proceedings and initiated by the Homeowners' Association, an individual lot owner, or the Union County Board of Health acting through the Union County Prosecutor. This enforcement shall include the ability to compel a lot owner as well as the Homeowners' Association to comply with the provisions of these restrictions. No restrictions shall be waived due to a failure to enforce them regardless of how many violations occur. Invalidation of any restriction shall not invalidate any other restriction. After 30 days written notice, the Homeowners' Association may enter private yards and correct gross violation of these deed restrictions.

25. AMENDMENT: These restrictions may be amended by a majority vote of the Homeowners' Association at any time prior to January 1, 1989. Thereafter, a two-thirds majority vote of the Homeowners' Association is required. Restriction numbers 1, 2, 3, 4, 6, 9, 10, 18, 19, 20, 21, 22, 24, and 25 shall not be diminished in their effect by any amendment.

These restrictions shall be deemed to run with and be for the benefit of each, every, and all of the foregoing lots of Wilderness Trails Subdivision, Millcreek Township, Union County, Ohio, the owners thereof, and their heirs, administrators, executors, and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Mutual Restrictions Agreement as of the date first written above.