

These Covenants and Restrictions Apply to the Following Lots:

- Lot 9
- Lot 13
- 1846 SR 716
- 1758 SR 716
- 1760 SR 716
- 1762 SR 716

**MARIA STEIN DEVELOPMENT, LTD
COVENANTS AND RESTRICTIONS**

THE CONVEYANCE OF THIS PROPERTY IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE GRANTEES AND SHALL BE ENFORCEABLE BY DEVELOPER AND THE CURRENT AND ALL FUTURE OWNERS OF THE REAL ESTATE DESCRIBED ON EXHIBIT "B" ATTACHED HERETO:

1. The term "Developer" shall mean Maria Stein Development, Ltd. or such successors or assigns as Maria Stein Development, Ltd. may designate in writing to be the Developer.
2. The Premises shall be used exclusively for single-family residential purposes. No residence shall be erected, altered or permitted to remain on the Premises other than a detached single-family dwelling and not more than one such residence shall be constructed on the Premises.
3. The front exterior walls of each residential structure shall be covered with brick or stone unless another type of construction material has been approved in advance and in writing by the Developer.
4. No dwelling shall exceed two (2) stories in height and no part of any building shall be constructed on any easement.
5. The final finished yard grade of the Premises shall be approved by Developer before any work is to be performed and such grade shall not be materially altered.
6. No structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on the Premises as a residence, at any time, either temporarily or permanently.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Premises, except that dogs (up to but not exceeding two per lot), cats or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purpose.
8. Fuel oil storage tanks, if not buried, shall be located directly behind the dwelling and within that portion of the rear yard that is between the side walls of the dwelling as if such side walls were extended to the rear of the Premises.
9. No structure or any part thereof, shall be moved upon the Premises, nor shall used or salvage material be used on the exterior of any dwelling or other buildings.
10. No noxious or offensive activity shall be carried out on the Premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
11. The ground floor living area of the dwelling, exclusive of attached garages, porches, decking, breezeways and patios shall not be less than the following: The minimum floor area shall be 1500 square feet for one story dwellings and 1000 square feet on the ground floor for one and a half or two story dwellings.

12. Easements and rights of way as shown on the plat for the Premises are expressly reserved in and over the Premises for construction and maintenance of necessary utility and drainage services. Easements as shown may be used for such services without incurring any liability to the owners of the Premises for damage to sod, shrubbery, trees, fences or any other surface improvements.
13. The Premises, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent the Premises from becoming unsightly by reason of unattractive growth on the Premises or the accumulation of rubbish or debris thereon. All garbage, waste, or trash shall be kept in garbage containers and shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery, fencing or other appropriate means so as not to be visible from any road.
14. Fences are not permitted in front or side yards of the Premises and are not permitted to extend into easement areas. Fences shall be constructed of vinyl, wrought iron, or such other material as is approved by Developer. Fences constructed of chain link or inexpensive wood sections are not permitted.
15. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on the Premises.
16. Outbuildings and detached structures shall be permitted provided that the exterior of the outbuilding or structure is constructed with materials which match an existing dwelling on the Premises and provided that no such outbuilding shall be larger than 12' x 18' and further provided that for so long as the Developer owns any interest in the real estate described in Exhibit B attached hereto no outbuilding or detached structure shall be constructed without the advance written approval of the Developer.
17. The foregoing covenants and restrictions may be amended only by the sole act of the Developer up until the time that the Developer has transferred all of its interest in the real estate described on Exhibit B attached hereto. Grantee, by the acceptance of this Deed, hereby irrevocably appoints Developer their attorney-in-fact, coupled with an interest, and authorizes and empowers such attorney, at the option of the attorney, to adopt such amendments as the attorney deems desirable and to execute, acknowledge, and record such amendments. Subsequent to the transfer by the Developer of all of its interest in the real estate described on Exhibit B attached hereto, the foregoing covenants and restrictions may be amended only by the written approval of the owners of 75 % of the total number of lots which have been transferred by the Developer out of the real estate described on Exhibit "B". Any such amendment shall be in writing, signed by the applicable parties necessary to adopt such amendment and filed for record in the office of the Recorder of Mercer County, Ohio. Unless so amended, the foregoing covenants and restrictions shall run for an initial period of 30 years with successive automatic renewal periods of 10 years each.
18. In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments to them, then the Developer or any of the owners of the real estate described on Exhibit B attached hereto, shall have the right to compel compliance with the terms and conditions of these restrictions by any legal remedies which may be appropriate. Nothing contained herein shall be construed to require the Developer to take any action to enforce the restrictions. All costs, expenses, and attorney fees incurred by the Developer in connection with its efforts to compel compliance with these restrictions shall be paid by the owner of the real

estate against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon such real estate.

19. Each covenant and restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way effect any of the other restrictions. The provisions of these restrictions are in addition to and supplemental of any applicable ordinances, laws and regulations.
20. Nothing contained in the foregoing covenants and restrictions shall be understood or construed to prevent the Developer from constructing, maintaining, and staffing on any of the real estate described on Exhibit B attached hereto, model homes, or other structures as the Developer may deem desirable for the marketing of such real estate.
21. The foregoing covenants and restrictions shall not be construed to apply and shall not apply to any of the real estate described in Exhibit B attached hereto, except for those portions of such real estate which are expressly conveyed by Developer subject to the foregoing covenants and restrictions. Developer reserves the right to convey any interest which it may have in any of the real estate described in Exhibit B on such terms and with such covenants and restrictions which Developer may determine in its sole discretion.