

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR WALKER SUBDIVISION, PHASE I  
VILLAGE OF LEXINGTON, RICHLAND COUNTY, OHIO

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THIS DECLARATION made this 18<sup>th</sup> day of December, 2003, by WALKER ENTERPRISES, an Ohio Partnership, hereinafter called "Declarant."

Declarant declares these protective covenants shall apply to each lot in the premises herein described in Exhibit A which is attached hereto or hereafter subjected to these restrictions, and shall be for the benefit of all lots and lot owners in and of the premises herein or hereafter subjected to these restrictions, and shall be binding upon the present owner of the land and all grantees from the present owner, their heirs, executors, administrators, successors, assigns and grantees, and the owner of any lots contained within the area subjected to these protective covenants may invoke these protective covenants against any person or persons violating or attempting to violate such covenants. These covenants shall run with the land and shall be binding upon the owners thereof and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change or alter these covenants in whole or in part.

1. The described property shall be used for residence purposes only. No dwelling of more than one living unit shall be constructed.
2. No house trailer, mobile home, basement house, or garage house, or other buildings of similar character shall be constructed, stored on, or inhabited.
3. No lot shall be subdivided for any purpose without prior approval from the Developer.

4. Only one house can be placed on each lot. No house can be placed on two or more lots.
5. All houses shall face the street that the lot faces except corner lots where house may be angled to face intersection.
6. No billboard or advertising device shall be placed on the sold property, except for the usual "FOR SALE" OR "FOR RENT" SIGN. None of which shall exceed six square feet in surface area.
7. No house shall be placed on this property unless it conforms to the following specifications:
  - a. A one-story ranch type home with attached garage shall contain not less than 1,600 square feet of floor space excluding garage.
  - b. A one and one-half story home with attached garage shall contain no less than 1,300 square feet of floor space, excluding garage, on the first floor.
  - c. A two-story home with attached garage shall contain no less than 1,200 square feet of floor space, excluding garage, on the first floor.
  - d. A bi-level home with attached garage shall contain not less than 1,500 square feet of floor space on the upper or main level excluding garage.
  - e. A split-level home with attached garage shall have a living space of 1,600 square feet of floor space on the main and upper levels combined excluding garage.
  - f. No home shall have less than a two-car garage or more than a three-car garage. All garages must be attached to the home.
8. All houses shall not exceed a maximum of two stores – two floors of complete living space excluding basements.
9. Construction of dwelling shall commence within one year of purchase of lot. Thereafter, upon commencement, construction must be completed within one (1) year.
10. Each lot owner must obtain Developer's written approval prior to the owner's final selection of its builder, home design, and plans.
11. No house or private garage shall be placed within setback lines as shown in plat, and no building of any nature shall be placed upon areas reserved as easements. All other setbacks shall meet the Developer's Subdivision Regulations.
12. The construction of any dwelling or building shall be of new standard building quality. The driveways shall be of Portland cement concrete construction.

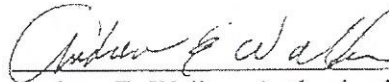
13. All downspouts shall be drained from any dwelling or building upon the premises, or shall be drained underground as provided by the Village of Lexington drainage requirements.
14. Excess and surplus soil and dirt from excavation and/or lot grading shall not be removed from the allotment and shall be moved to such areas within the allotment as directed by the Developer. Trash dumpsters must be placed on the lot during the construction of the home.
15. The dwelling shall be the only permitted building or structure on the lot. No accessory building, or any other detached building or fence shall be erected or placed on the lot.
16. In-ground and aboveground pools as well as ponds shall not be placed on any lot.
17. All new home excavation must be done by Walker Brothers Company, Inc., or by an excavator approved by Developer. Developer must approve in writing all lot excavation plans and proposals prior to commencement of excavation.
18. Installation of a satellite dish or similar item is prohibited unless prior written approval is received from the Developer.
19. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any lot except that propane gas grills are permitted.
20. No building shall be erected or placed on any lot until the plans and specifications for such construction together with a plot plan showing the location of the structure have been approved by the Developer.
21. The finish grade at the house shall be maximum of two feet above the curb grade at the center of the lot and a minimum of one foot above the top of curb grade at the center of lot unless prior written approval is received from the Developer.
22. All field tile encountered during construction of homes shall be rerouted around the home with no interruption of flow.
23. Homeowners' Association: A Homeowners' Association shall be formed.
  1. Every owner shall be deemed to have a membership in the Association. Membership is a right appurtenant and inseparable from an owner's fee simple title in a lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple

title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event an owner consists of more than one person, such persons shall have one membership in the Association in common. Any lot(s) that may be established in Walker Subdivision Phase 2 shall become part of the Association and be subject to all rights, privileges and obligations herein.

2. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Documents.
3. The Association may make and enforce reasonable rules and regulations governing the administration and enforcement of Developer's subdivision restrictions and enforcing Developer's restrictions. The Association shall have the power to impose sanctions on Owners. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any owner, tenant, guest or invitee of any owner, the amount shall be due and payable by such owner.
4. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.
5. The Association shall have no authority or power to amend the Developer's Subdivision Restrictions without the express written approval of Developer.
24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation and/or to recover damages, including but not limited to Court costs and attorney fees.
25. Invalidation of any of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNED this 18<sup>th</sup> day of December, 2003 in Mansfield, Ohio.

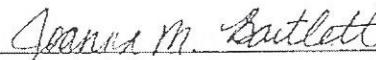
WALKER ENTERPRISES  
An Ohio Partnership

  
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Andrew E. Walker, Authorized Partner

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF RICHLAND )

Before me, a Notary Public, in and for said County and State, personally appeared Andrew E. Walker, who acknowledged the signing of the above document to be his voluntary act and deed.

Witness my hand and official seal this 18<sup>th</sup> day of December 2003.

  
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Notary Public

