

DECLARATION OF COVENANTS AND RESTRICTIONS

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(The Woods at Harrison Road)

This Declaration of Covenants and Restrictions for The Woods at Harrison Road (the "Declaration") is made by Countrytyme Land Specialists Ltd, an Ohio limited liability corporation having its principal office at 3451 Cincinnati-Zanesville Rd SW, Lancaster, Ohio 43130 ("Declarant") for the purposes noted herein under the following circumstances:

WHEREAS, Declarant is the owner in fee simple of the real property located in Scioto Township, Jackson County as recorded in Official Record Book 155, Page 2918 of Jackson County and shown herein in Exhibit A attached hereto and made a part hereof ("The Woods at Harrison Road") and

WHEREAS, Declarant declares that The Woods at Harrison Road shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each tract owner, and the respective heirs, successors and assigns of the Declarant and each tract owner.

DWELLINGS:

- 1) No garage or unfinished dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be used as a primary residence.
- 2) Camping is permitted on the tracts, however, shall be limited to no more than 6 consecutive months during a 12 month period. (Longer terms shall be considered residences)
- 3) Construction of the dwelling must be completed within 12 months of beginning construction.
- 4) Singlewide and Doublewide manufactured dwellings shall not be placed on the property for any reason. OBBC Modular homes shall be permitted.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to six (6) swine on any Tract. Fowl are permitted, but shall be limited to twenty four (24) fowl per Tract. Domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted. Pasture shall not be overgrazed.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

CONDITION/MAINTENANCE:

- 1) No Tract shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- 2) Automotive and farm equipment in inoperative condition shall not be exposed to public view.

BUSINESS / TRADE:

- 1) No noxious or offensive trade shall be carried on upon any Tract.
- 2) Tract owners shall be permitted to build multiple cabins on their tract for the purpose of operating a transient recreational cabin rental business.

EASEMENTS:

Subject to all leases and easements of record. Owners agree to grant utility easements to serve any Tract of this development.

AMENDMENTS:

The restrictions herein may be amended or abolished with a vote of at least 75% of tract owners. Each separate tract at The Woods at Harrison Road shall constitute a vote for approval of nonconforming structures or for amendment or abolishment of these restrictions. Any Tract may be further developed to create new Tracts of record. Any new Tract shall be subject to these Covenants and Restrictions as if original Tracts and shall be counted for votes for amendment or abolishment.

TERM:

This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is first filed for recording with the appropriate governmental office.

ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the Tract owners of The Woods at Harrison Road. Any Tract owner shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure of Declarant or a Tract owner to enforce any provision contained herein shall in no event be deemed a waiver of their right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of this agreement which shall remain in full force and effect. Declarant shall not be obligated to join or assist in any suit brought by any Tract owner or owners against another Tract owner or owners to enforce these restrictions.

ACCEPTANCE:

The grantee of any tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such tract, shall accept such deed or contract upon and subject to all provisions contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

IN WITNESS WHEREOF, Countrytyme Land Specialists Ltd, has hereunto caused these presents to be subscribed by Mark Graham, its Managing member this 6th Day of June, 2022.

Countrytyme Land Specialists Ltd



Mark Graham, Managing Member

State of Ohio

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SS.

County of Fairfield

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The foregoing instrument was acknowledged before me this 6 day of June, 2022 by Mark Graham, the Managing Member of Countrytyme Land Specialists Ltd.

