

Exhibit " H "

**NEW LEXINGTON WOODS
DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS**

Countrytyme Land Specialists Ltd, herein after referred to as "Declarant", hereby declares that the following described property ("New Lexington Woods") 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.

Situated in the State of Ohio, County of Perry, Township of Pike, being Tracts # 1A, 1B, 2, 3, 4, 5 and 6 as described in Exhibits A-G and shown here in Exhibit I.

USE:

- 1) No garage, unfinished dwelling, travel-trailer or tent 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) Singlewide manufactured dwellings shall not be placed on the property for any reason.
- 4) No structures shall be built within 10 (ten) feet of any survey boundary line.

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 (up to 1 cabin per acre) on their tract for the purpose of operating a transient recreational cabin rental business.

CONDITION/MAINTENANCE:

- 1) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to junk, scrap, paper, or debris of any kind or other unsightly conditions, 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 exposed to public view. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to twenty (20) swine on any lot. Fowl are permitted, but shall be maintained in a way that is not disruptive to the neighborhood, and in no case shall exceed one hundred (100) fowl on any lot. Domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

ROADWAY MAINTENANCE:

Township Road 262A is not publicly maintained at the time of the recording of these provisions. A portion of Township Road 262A has been improved for use of the owners of New Lexington Woods. Until such time as these provisions are amended or that Township Road 262A is adopted for public maintenance, the owners of Tracts 1A, 1B, 2, 3, 4, 5 and 6 shall be solely responsible for insuring that the improved portions of the roadway are maintained in passable condition for vehicular traffic. Tract owners shall maintain those now improved portions of the roadway which abut their Tract in passable condition. The owners of Tracts 1A, 1B, 2 and 3 shall share equally in the cost of maintaining that portion of the now improved unmaintained Township Road 262A northeast from the end of township maintenance to the beginning of Tract 1A in passable condition for vehicular traffic. The owners of Tracts 4, 5 and 6 shall share equally in the cost of maintaining that portion of the now improved unmaintained Township Road 262A south from the end of township maintenance to the beginning of Tract 6 in passable condition for vehicular traffic. Any Tract owner making use of any portion of the now improved roadway area for extraordinary purposes, such as construction of a residence requiring the use of heavy trucks or other equipment, shall restore the roadway area to as good a condition as it was in prior to the extra use. Such repairs shall be completed within 30 days after the extraordinary use ends. Any Tract owner at New Lexington Woods shall be permitted to make repairs to any portion of the now improved unmaintained roadway.

EASEMENTS:

Owners agree to grant utility easements necessary to serve any lot of this development.

The owners of New Lexington Woods shall take ownership subject to a 40 foot wide easement for ingress, egress and utility placement across so much of Tract 1B as described in Exhibit B and shown on Exhibit I (Easement Area). The Easement Area shall be for the benefit of Tracts 1A, 1B, 2, 3, 4, 5 and 6 and shall be used for ingress, egress and utility purposes and not for parking of motor vehicles, boats, trailers or any other equipment. No owner of Tracts 1A, 1B, 2, 3, 4, 5 or 6 shall in any way obstruct or in any way impede or impair the proper usage of the Easement Area for any other Tract owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to Tracts 1A, 1B, 2, 3, 4, 5 and 6. The owner of Tract 1B shall insure that the

Easement Area is maintained in a passable condition for vehicular traffic. Each Tract owner at New Lexington Woods shall have the right to perform maintenance inside the entirety of the Easement Area at their own expense. Any Tract owner utilizing the Easement area for extraordinary purposes, such as construction of a residence requiring the use of heavy trucks or other equipment shall restore the Easement area to as good a condition as it was in prior to the extra use. Such repairs shall be completed within 30 days after the extraordinary use ends.

AMENDMENTS:

Until the date of the transfer of the last remaining interest in the property, the Declarant may, with the consent of a majority of the owners, annual, waive, change, enlarge, and modify the provisions hereof within respect to the real property hereby conveyed or any part thereof. No change of the provision hereof shall be made, however, which will deprive the Owner or Owners of any tract or any part thereof or further limit the use or enjoyment thereof without the consent of such owner or Owners. After the last remaining interest in the property has been transferred from the Declarant, then modifications to the provisions hereof may only be made with unanimous consent of Tract owners.

ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcements of these covenants is the responsibility of the tract owners of New Lexington Woods. 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 to deemed a waiver of the 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 the 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 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.