

MARION ACRES SUBDIVISION PHASE 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26,
TOWN 7 SOUTH, RANGE 3 EAST
MARION TOWNSHIP, MERCER COUNTY, OHIO

MARIA STEIN DEVELOPMENT, LTD.
COVENANTS AND RESTRICTIONS

LEGAL DESCRIPTION OF MARION ACRES SUBDIVISION

Being a parcel of land situated in the Northwest Quarter of Section 26, Township 7 South, Range 3 East, Marion Township, Mercer County, Ohio, and being more particularly described as follows:

Commencing at an iron pin at the Southwest Corner of the Northwest Quarter of said Section 26;

Thence North 01°35'45" East (Basis of Bearings) along the west line of the Northwest Quarter of said Section 26 and the approximate centerline of State Route 716, a distance of four hundred seventy-five and seventy-three hundredths feet (475.73') to a Nag Nail Found, as the TRUE POINT OF BEGINNING;

Thence continuing North 01°35'45" East, along the west line of the Northwest Quarter of said Section 26 and the approximate centerline of State Route 716, a distance of six hundred seventy-one and sixteen hundredths feet (671.16') to a Nag Nail Set;

Thence South 88°43'52" East a distance of three hundred twenty and forty-five hundredths feet (320.45') to an iron pin found, passing through an iron pin found at thirty and zero hundredths feet (30.00');

Thence South 01°35'45" West a distance of one hundred eighty and fifty-eight hundredths feet (180.58') to an iron pin set;

Thence South 88°43'52" East a distance of one hundred forty-one and seventy-seven hundredths feet (141.77') to an iron pin set;

Thence South 01°35'45" West a distance of one hundred ten and nine hundredths feet (110.09') to an iron pin set;

Thence South 88°24'15" East a distance of sixty and zero hundredths feet (60.00') to an iron pin set;

Thence South 01°35'45" West a distance of ninety-four and fifty-seven hundredths feet (94.57') to an iron pin set;

Thence South 88°43'52" East a distance of one hundred forty-one and seventy-seven hundredths feet (141.77') to an iron pin set;

Thence South 01°35'45" West a distance of ninety-two and forty-seven hundredths feet (92.47') to an iron pin set;

Thence South 88°43'18" East a distance of six hundred sixty-eight and twenty-eight hundredths feet (668.28') to an iron pin found;

Thence South 01°36'04" West a distance of six hundred sixty-eight and seventy-four hundredths feet (668.74') to an iron pin set;

Thence South 01°33'55" West a distance of six hundred seventy and twelve hundredths feet (670.12') to an iron pin found;

Thence North 88°46'20" West a distance of one hundred ninety-two and nineteen hundredths feet (192.19') to an iron pin set;

Thence North 03°56'03" East a distance of one hundred seventy-three and ninety-two hundredths feet (173.92') to an iron pin set;

Thence North 51°34'20" East a distance of seventy-seven and seventy-five hundredths feet (77.75') to an iron pin found;

Thence North 01°34'52" East a distance of four hundred seventy-two and sixty hundredths feet (472.60') to an iron pin found;

Thence North 88°43'52" West a distance of eight hundred eighty-six and four hundredths feet (886.45') to an iron pin found;

Thence North 01°35'45" East a distance of four hundred fifty and zero hundredths feet (450.00') to an iron pin found;

Thence North 88°43'52" West a distance of three hundred twenty and forty-five hundredths feet (320.45') to THE TRUE POINT OF BEGINNING, passing through an iron pin found at two hundred ninety and forty-five hundredths feet (290.45');

Containing 23.880 acres of land more or less.

Said tract being subject to all highways and any other easements or restrictions of record.

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 GRANTEEES AND SHALL BE ENFORCEABLE BY DEVELOPER AND THE CURRENT AND ALL FUTURE OWNERS OF THE REAL ESTATE:

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. Any in-home office or business may not use any signage and will be limited to minimal traffic to the neighborhood and meet all zoning requirements. These in-home offices or businesses are to be limited to professional services only.

3. The exterior walls of each residential structure shall be 50% covered with AAC/Agrytex wood or cement siding, brick or stone unless another type of construction material has been approved in advance and in writing by the Developer. All corner lots must be covered with a minimum of 65% of above mentioned materials or approved in writing by Developer.

4. No dwelling shall exceed two and one half (2 1/2) 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 unless approved by Developer in writing with a given time limit.

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. Lots 1, 2 and 3 may have equine but not to exceed a total of 8 upon a written request and approved by Developer.

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 unless approved in writing by the Developer.

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. All prints are to be approved by Developer in writing before construction.

12. The ground floor living area of the dwelling, exclusive of attached garages, porches, decks and unenclosed patios shall not be less than the following: The minimum floor area shall be 1650 square feet for one story dwellings and 1200 square feet on the ground floor for one and a half or two story dwellings.

13. 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, and trees as surface improvements.

14. 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.

15. 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. Lots 1, 2 and 3 may submit for written approval for type, style, location and area to be fenced for approval by Developer. All fences must be approved in writing by Developer.

16. Fencing for pool areas must be to zoning codes and approved by Developer using same materials as in item 15.

17. No above ground pools will be permitted.

18. No satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on the Premises.

19. Solar and wind turbines request must meet all local zoning codes before they will be considered by the Developer. The Developer must approve in writing.

20. All homes must be site built homes. No manufactured housing will be allowed.

21. All drives from the street to the garage must be hard surface.

22. 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 no outbuilding or detached structure shall be constructed without the advance written approval of the Developer. Lots 1, 2 and 3 may submit plans for size and architecture for approval by the Developer, size, style and location will be part of the consideration.

23. 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. Grantor, 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, 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. 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.

24. 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 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.

25. 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 affect any of the other restrictions. The provisions of these restrictions are in addition to and supplemental of any applicable ordinances, laws and regulations.

26. Nothing contained in the foregoing covenants and restrictions shall be understood or construed to prevent the Developer from constructing, maintaining, and staffing an any of the real estate, model homes, or other structures as the Developer may deem desirable for the marketing of such real estate.

27. The foregoing covenants and restrictions shall not be construed to apply and shall not apply to any of the real estate, 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 on such terms and with such covenants and restrictions which Developer may determine in its sole discretion.

28. The foregoing covenants and restrictions shall not apply to Lots 9 and 11. These two particular lots will adhere to the covenants and restrictions established with the original Marion Acres Minor Subdivision as recorded in instrument #200600007420, Mercer County Recorder's Office.