

SHANNON ROAD

PROTECTIVE COVENANTS

| LINE | LENGTH | BEARING |
|------|---------|-------------|
| L2 | 95.52' | S13°43'56"W |
| L4 | 40.47' | N00°16'32"E |
| L5 | 125.68' | N87°26'48"W |
| L8 | 47.68' | N40°02'11"W |
| L17 | 63.86' | S05°00'51"W |
| L18 | 85.39' | S02°57'02"W |
| L20 | 14.76' | N38°40'24"W |
| L21 | 38.40' | N24°01'33"W |
| L22 | 48.26' | N24°01'33"W |
| L23 | 102.53' | N23°59'38"W |
| L24 | 101.00' | N19°21'03"W |
| L29 | 95.54' | N87°26'48"W |

D.V. 548-394, D.V. 558-707, D.V. 558-709 AND D.V. 1107-514
PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 3, RANGE 9, U.S.M.L., JACKSON TWP.
SOUTHWEST QTR. OF LOT 16, QTR. TWP. 3, TOWNSHIP 3, RANGE 8, U.S.M.L., JACKSON TWP.
PART OF NORTHWEST QTR. LOT 25, QTR. TWP. 3, TOWNSHIP 3, RANGE 8, U.S.M.L., JACKSON TWP.
PART OF SOUTHEAST QTR. LOT 16, QTR. TWP. 3, TOWNSHIP 3, RANGE 8, U.S.M.L., CASS TWP.
MUSKINGUM COUNTY, OHIO

ACREAGE
157.889 Acres JACKSON TWP.
20.194 Acres CASS TWP.
178.085 Acres TOTAL

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NOT RECORDABLE**

JOHN F. SHAW, JR.
D.V. 451-409

JOHN F. SHAW, JR.
D.V. 732-148

COUNTRYTME GROVE CITY LTD.
D.V. 1156, PAGE 154
Par. # 29-90-25-23

30' RIGHT OF WAY
D.V. 451-409

DONALD B. MERKER
D.V. 1099-550

TOWNSHIP ROAD 312 ~ DUTCH SCHOOL ROAD
IRON PINS SET ALONG DUTCH SCHOOL ROAD ARE AT 25.00 FOOT PERPENDICULAR OFFSETS FROM CENTERLINE

ALBERT S. & DORIS C. GREEN
D.V. 637-294

JOHN MAX FRAZIER TESTAMENTARY TRUST
D.V. 1109-436

ROBERT D. & CINDY J. BOLLINGER
D.V. 1074-142

COUNTY ROAD 48 SHANNON ROAD

Approved For Transfer
On Lot Sewage Proposed
Date 8-2-99
Michael J. Kirsch
Zanesville-Muskingum County
Health Department

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

DESCRIPTION APPROVED
FOR AUDITOR'S TRANSFER
BY *[Signature]*
8-16-99
178.085 ac. total

RESIDENTIAL USE:
1) All lots at Shannon Road to be used exclusively for single family, private residential, farming or religious purposes.
2) All dwellings shall be Site/Stick Built, HUD Doublewide Manufactured Home or Ohio Basic Building Code Industrialized Units.
Any dwelling constructed or placed on the premises shall meet the following conditions:
a) Ranch style home containing at least 1,350 square feet of finished living area.
b) Two story home containing at least 1,850 square feet of finished living area.
c) All other style homes shall have at least 1,650 square feet of finished living area.
d) Living areas are exclusive of porches, breezeways, basements, and garages.
e) All dwellings shall have at least a two-car garage constructed of similar material and style as the dwelling.
f) HUD Doublewide Manufactured Homes shall be less than four years old.

3) No garage or unfinished single family dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.

4) Singlewide Manufactured homes shall not be placed on the property for any reason. Travel Trailers may be stored on the property only after a permanent residence is completed.

5) Construction of both the dwelling and garage must be completed within 12 months of beginning construction.

6) Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.

7) 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 condition. Property shall be kept reasonably trim and neat at all times. No lot 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 conditions. Automotive and farm equipment in inoperable condition shall be properly licensed and not exposed to public view.

CONSTRUCTION PERMITS:
1) Prior to any construction, each lot owner must obtain the following:
a) Sewage disposal and well permit from the County Health Department.
b) Building permit from the County Building Department.

ANIMALS:
1) With the exception of 4-H projects, no swine shall be permitted on any lot. Foul are permitted, but shall be limited to twelve (12) fowl per lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.

2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

BUSINESS / TRADE:
1) No noxious or offensive trade shall be carried on upon any lot. Professional and quasi-professional occupants may use a residence constructed on a lot as an auxiliary or secondary facility to an office established elsewhere. An occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a residence constructed on a lot is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions.

EASEMENTS:
1) Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing a curtain drain outlet for storm water to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.
2) Existing drainage tile waterways shall be maintained. Drainage tiles broken during construction shall be re-routed to allow drainage of adjacent properties.

DURATION AND AMENDMENTS:
1) Countrytyme reserves the right to subdivide or combine all or parts of any unsold lot without the consent of any other lot owner.
2) These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five years from the date hereof, and shall be automatically renewed for successive thirty-five year periods.

ENFORCEMENT:
1) Countrytyme shall not be obligated to enforce these covenants.
2) Any lot owner within Shannon Road 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 to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Countrytyme shall not be obligated to join or assist in any suit brought by any lot owner or owners to enforce these restrictions.

THIS INSTRUMENT PREPARED BY:
SMART ENGINEERING & SURVEYING, INC.
210 NORTH TOWNE COURT
NEWARK, OHIO 43055
(740) 345-4700

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