

¹PROTECTIVE COVENANTS & BUILDING RESTRICTIONS
FOR
RIVER OAKS, PHASE VIII

The following are hereby promulgated and adopted as and for protective covenants and building restrictions for the Phase VIII of the River Oaks Subdivisions (the “subdivision”) in the City of Heath, Licking County, Ohio 43056, and are attached to the plat thereof and shall run with the land, These protective covenants shall remain in force for a period of twenty (20) years from the date of the filing of the plat, and thereafter shall continue for successive periods of fifteen (15) years each, unless the Owners of a majority of the total number of lots in Phase VIII of the subdivision shall have executed an instrument in writing terminating said covenants, and have filed said instrument for record with the Recorder of Licking County, Ohio, ninety (90) days prior to the expiration of any such fifteen (15) year term.

1. Residential Use. All the lots in the subdivision shall be used exclusively for single family residential purposes.

2. Setbacks. No portion of a dwelling or garage shall be located nearer than thirty (30’) feet from the property line of the street on which said dwelling fronts, nor nearer to a side lot line than eight (8’) on a ranch and ten (10’) feet on a - 1 -two story, unless such dwelling is constructed by an owner of two or more adjacent lots, in which case the common lot line shall be ignored for set back purposes, but the dwelling shall comply with the setback requirements for the exterior lot lines of the adjacent lots.

3. Dwelling Size. No dwelling shall exceed two (2) stories with a limit of 35 feet in height. One-story dwellings shall contain a minimum of 2,000 square feet in living area exclusive of garages, basements, porches, decks or terraces. Two story dwellings shall contain a minimum of 2,300 square feet of living area exclusive of garages, basements, porches, decks, or terraces. Two story dwellings shall also have a minimum of 1000 square feet on the first story. Dwellings with two or more levels may also be permitted, provided it has a minimum of 2,000 square feet of living area above grade, exclusive of garages, basements, porches, decks, or terraces. Each residence shall have an attached garage for not less than two and one half (2 1/2) nor more than three (3) cars if doors are facing the street. Four cars could be allowed with Board approval if doors are not facing the street.

4. Temporary Storage and Completion. No garage, trailer, basement, tent, or unfinished building shall be used as temporary living quarters, or storage during the construction of a dwelling. All dwellings must be completed within one (1) year after commencing construction.

5. Easements. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the direction or flow of drainage channels within it. Easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Antennas. Exterior television antennas and radio antennas are prohibited. Radio transmission from any dwelling in the subdivision is prohibited. Any electronic device operated within any residence in the subdivision which interferes with television reception in another residence is prohibited. Television antennas which are located within a dwelling or approved structure on any lot and which do not interfere with the normal reception of other owners of lots in the subdivision of television or other signals may be approved by the Developer, although any and all lines connected to such concealed antennas must be located underground. Satellite dishes over 3' in diameter shall be prohibited, unless written approval for such a dish is granted by the Developers. In no event shall any satellite dish be approved for location in a front or side yard. In no event shall any satellite dish be approved unless it is located in an enclosed area so as not to be obtrusive. All satellite dish locations must be approved by the developer or the home owners association.

7. Air Conditioning. Any compressors for central air conditioning equipment shall be located to the side or rear of each dwelling. Window air conditioning may not be used. If any compressor is located in a side yard, it shall be located not closer than 10' to the property line. Compressor must be hidden from view with landscape screening.

8. Service Capacity. Electrical service entrance facilities shall have adequate capacity for future needs and shall have not less than 200 amperes service in every residence in said subdivision.

9. Service Laterals. Each owner of a lot shall make the strip of land in which any underground service lateral is located accessible to the utility companies' equipment, remove all obstructions from said strip of land, grade the strip to within four (4) inches of the final grade, and provide continued access to the strip of land to the utility companies for operation, maintenance, and replacement of the service lateral, it being understood that the utility companies will not be liable for any damage sustained to walks, driveways, lawns, landscaping or any improvements that might result from the installation, repair or maintenance of the service lateral. The lot owner shall pay for all costs incurred for the service lateral to an individual dwelling at the time service is required.

10. Vehicles. No travel or house trailer or semi tractor trailer-rig or Marine vehicle may be stored or parked on any lot or street in the subdivision at any time. This

shall also include commercial machinery and equipment, except those in use during construction or in moving. Boats may only be stored inside garages.

11. Animals. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept in the subdivision except dogs, cats, and other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purposes. No more than two dogs or cats may be kept on any lot or in any residence except when such dogs or cats may be less than four months of age. All dogs, cats and other household pets must be kept on their own lot at all times and shall not be allowed to run free. Vicious animals of any kind are prohibited.

12. Portable Buildings. No buildings, partially completed buildings, or other structures shall be moved onto any lot in said subdivision from an outside location, unless approved by the Developer in the manner provided in Paragraph 26 of these restrictions and unless said building is in conformity with the design standards contained in these restrictions. There shall be no outside storage buildings allowed.

13. Signs. No signs may be erected or displayed on any lot except those carrying the legend "For Sale" or "For Rent or Lease" and shall be located outside of public right of way. This shall not be construed to prevent a builder, lender or subcontractors from displaying a sign for promotional purposes during the period of construction of a dwelling.

14. Hedges and Fences. Hedges and/or shrubs shall not be erected or maintained to a height in excess of four (4) feet in the area between the front building set-back line and the line of the street on which a dwelling faces. Permanent type fencing shall be permitted only around in-ground pools and only when approved by the Developer in writing. No fence shall be erected or maintained to a height in excess of five (5) feet, and the Developer reserves the right to reject materials and styles which are not compatible with the character of the subdivision in the sole and unreviewable discretion of the Developer. Invisible pet fencing installed subsurface is permitted but needs to be approved by the Association for placement, invisible fences shall not be any closer than 20 feet to the public sidewalk. Please contact the City of Heath regarding city fence ordinances. The owners of lots at the intersection of streets shall not place or maintain trees, shrubs, or any planting or structure or in such a manner as to obscure the vision of operators of vehicles at such intersections.

15. Mowing and Trash. All lots must be kept mowed and free of weeds at all times and must have a neat appearance, whether before, during or after construction. No lot shall be used as a dumping ground. All household trash, rubbish and garbage shall be kept inconspicuously on a temporary basis only and shall be hauled away at minimum on a weekly basis. Premises shall be kept at all times free from debris or the collection of any other unsightly objects, except that necessary to and during the courses of construction.

16. Landscaping. Upon completion of a dwelling, all lawns shall be landscaped, shrubbed, and seeded in compliance with the submitted and previously approved plans. Said landscaping shall be completed within thirty (30) days following

completion of the dwelling unless weather conditions do not permit, in which case such landscaping shall be completed as soon as possible. When removing trees for construction, consideration should be given for the aesthetic value of all trees.

17. Minerals. Oil or gas drilling or development of any kind is prohibited by purchasers of lots. Mineral rights were under lease at the date of the filing of the plat. Lot purchasers shall have no right to receive royalties under said lease or any subsequent lease. Mining or quarrying or gravel removal is prohibited.

18. Septic Systems. No individual septic system shall be permitted on any lot. The owner of any lot shall cooperate fully and utilize City of Heath services in accordance with all City ordinances. Outside or detached toilets or bathrooms shall not be maintained on any lot at any time, except during the course of construction.

19. Concrete Block. No concrete block dwelling or garage or freestanding concrete block fence or wall shall be built on any lot. Concrete block may, however, be utilized in the construction of foundation, but must be stuccoed or covered with siding, or other similar materials, and must appear on the plans submitted to the Developer. Exception will be made for block no higher than 16" above finish grade.

20. Drainage. No lot owner shall build any dam or other device that will stop, accelerate, impair, or impede the natural flow of surface water unless the design and location has been approved in writing by the Developer. All lots with subsurface drain tiles must tile appropriate downspouts to these tiles and direct surface water to the appropriate collection areas. Lot 122 shall tile all roof and drive shed water to the street.

21. Driveways. Gravel drives shall be permitted only during the course of construction. All driveways shall be fully completed of either asphalt, concrete or paving bricks immediately upon completion of a dwelling, weather conditions permitting, or as soon thereafter as reasonably possible. Please contact the City of Heath for driveway specs, concerning widths & aprons.

22. Sidewalks. Upon completion of a dwelling, the lot owner shall be responsible for the installation of a 4' wide concrete sidewalk along all street right of ways. Said sidewalk, which shall be completed within 30 days following completion of the dwelling (unless weather conditions do not permit, in which case such sidewalks shall be completed as soon as possible), shall be built and located to the specifications of the City of Heath and the Developer. In any event sidewalks shall be installed within three years of purchase of a lot.

23. Adjacent Lots. Where the owner of two or more adjacent lots uses said two or more lots as a single building site, any easement reserved for utility purposes appearing on the plat along the common line or lines of said adjacent lots shall be considered void and of no effect, and not prohibitive of construction of a residence across such lot line or lines.

24. Outdoor Lighting. All permanent outdoor lighting fixtures and their locations on any lot and/or dwelling shall be approved by the Developer before and after

construction of each dwelling in the manner provided in Paragraph 26 of these restrictions.

25. Exterior Maintenance. All windows, porches, balconies, and other exterior surfaces shall at all times be maintained in a neat and orderly manner.

26. Plan Approval. The Developer of River Oaks, Phase VIII is River Oaks Development Inc., its successors and assigns. Before construction is commenced on any lot in River Oaks, Phase VIII, two (2) complete sets of plans and specifications must be submitted to the Developer a minimum of ten (10) days prior to the proposed ground breaking. Such plans shall include a site plan reflecting the location of the dwelling on the lot, with front, side and rear elevations, details of the proposed exterior treatment and proposed landscaping. The Developer shall approve or reject said plans and specifications within ten (10) business days after receipt. If the Developer has not approved or rejected the plans within this ten business day period, the plans shall be deemed to be approved. The Developer may reject the plans and/or specifications for aesthetic reasons or for failure to comply with the guidelines in paragraph 27 below, if in its judgment, the proposed dwelling does not conform to the type of architecture or quality of existing dwellings and the positive future development of River Oaks. Approval requirements shall be satisfied when the above stated Developer or its successors or assigns have executed a written approval and returned one set of plans and specifications to the individual lot owner. The second set of plans and specifications shall be retained by the Developer until the dwelling and landscaping has been completed.

27. Design Standards. For general guidance in drawing building plans, the following standards are adopted:

Roofs shall be a minimum of six/twelve (6/12) pitch to a maximum of twelve/twelve (12/12) pitch, except for front and rear porch roofs as approved by the developer. Metal roof coverings, except copper, are prohibited. Specific colors and types of roof coverings shall be included with the plans for review and approval by the Developer. Mill finish aluminum or mill finish metal is prohibited anywhere on the exterior of the residence. Aluminum windows are prohibited. Roof flashing, except copper, shall be painted to match the roof. Awnings are prohibited. Garage doors except fiberglass, shall be painted or stained to blend with the house. Stucco must blend with the natural earth colors (white stucco is not preferred). Wood decks, patios, or balconies must be painted or stained and their design must be approved by the Developer. Swimming pools may be installed in the rear areas only and must be approved by the Developer. All houses must have at least 30 % brick, stone or cedar application on the front of the house and shall be so designated on the plans and specifications. Artificial brick shall be prohibited. All residences shall have their respective house numbers displayed on the front of the house at all times.

28. Private Swimming Pools. The definition of a private swimming pool for these restrictive covenants will be the definition and standards as contained in The Heath City Zoning Ordinance, as amended from time to time. In addition to the standards as contained in the Heath City Zoning Ordinance, the following shall apply:

a. Distance Requirements. The pool must be located in the rear yard (which is defined as being that portion of the lot beginning at the rear line of the house and continuing to the rear lot line) and must be a minimum of 20' from the side and rear lot lines. The pump and filters of a pool must be placed a minimum of 20' from the side and rear lot lines.

b. Fencing. The design of the wall or fence surrounding the swimming pool on which it is located, must be approved by the Developer.

c. Above Ground Pools. No above ground pools shall be permitted in River Oaks, Phase VIII Subdivision.

29. Airport Airspace Zoning Restrictions. The subdivision is located in the airport zone of the Newark-Heath Airport. Development of lots in the subdivision is restricted by the height limitations (which is currently 35 feet) described in Federal Aviation Administration (FAA) Aeronautical Study No. 98-AGL-4653-OE.

30. Association. The Developer shall cause to be formed an Ohio non-profit corporation to be known as River Oaks Association, Inc. Each owner of a lot in Phase I, Phase II, III, IV, V, VI, VII, and VIII of River Oaks shall automatically become a member of the association. The purpose of the association shall be to acquire the fee simple title to real property for the common use, benefit or enjoyment of its members, whether or not the same shall be designated as common property, and to provide for the maintenance of the reserves and storm surface retention areas as shown on the plat of the subdivision; to improve, maintain and keep the same open, in repair and free from nuisance and in a clean and sanitary condition; to review, evaluate, approve and disapprove proposed plans for improvements to be constructed within the subdivision and to enforce the provisions for these restrictive covenants; to determine what fees and dues shall be paid by its members, the amounts thereof and when the same shall be due and payable; to promote, conserve and maintain the health, safety, welfare, convenience, comfort and enjoyment of the owners and residents of the subdivision; to provide for the acquisition, construction, management, maintenance and care of "association property" as said term is defined in present Section 528 of the United States Internal Revenue Code of may hereafter be defined in any amendment or replacement of said section.

The association shall have two types of members. The Developer, and any persons to whom it assigns the right to add additional phases to the River Oaks Subdivision, shall be the members of Class A. The purchasers of individual lots in the subdivision, and their successors and assigns, shall be members of Class B. Membership in Class B shall be a right and obligation which is appurtenant to the ownership of individual lots.

The association shall have Board of Trustees composed of the five members. Initially, all of the members of the Board of Trustees shall be elected by the Class A members. After the sale of thirty (30) lots in the subdivision, one member of the Board

elected by the Class A members shall resign, and that seat shall be filled by a member elected by the Class B members. After the sale of an additional thirty (30) lots in the subdivision, an additional member of the Board elected by the Class A members shall resign, and that seat shall be filled by a member elected by the Class B members of the association. Upon the sale of all of the lots in the subdivision, the remaining three members of the Board elected by the Class A members shall resign, and, thereafter, all of the members shall be elected by the Class B members of the association.

Certain landscape easements and a storm surge suppression area are established on the plat. The landscape easements have been established in order to reserve to the Association the right and obligation to maintain the character of the entry road into the subdivision. Within the landscape easements, no construction shall be permitted, other than the erection by the Developer of signs identifying the subdivision, and the erection and maintenance of such signs by the Association within the storm surge suppression area no construction shall be permitted.

In addition, certain storm surface retention areas are shown on the plat. The maintenance of these shall be undertaken by the Association.

31. Enforcement. These Restrictive Covenants may be enforced by injunction in addition to any other remedy provided by law by the Developer, homeowner's association, and/or the owner of any lot in the subdivision. Invalidation by the judgment or decree of any Court of any of these provisions shall not invalidate the remainder of these Covenants. Lot owners who are found to have violated these restrictions agree to pay all of the opposing party's legal and attorney fees in the event legal action must be taken to enforce these covenants.

32. Amendment. These protective covenants may be amended at any time by an instrument in writing by the Owners of a majority of the total number of lots in this Phase VIII of the subdivision.

River Oaks Development, Inc.

Witness

By David C. Anderson, President

Witness

By Stephen T. Layman, Secretary/Treasurer

STATE OF OHIO:
COUNTY OF LICKING:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Stephen T. Layman and David C. Anderson, to me personally known, who being by me duly sworn did say that they are Officers of River Oaks Development Inc. and acknowledged that they executed said instrument, and said execution was their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2004

Notary Public

My appointment expires: _____