

WHEREAS, the above-named parties are the owners of lots, platted or otherwise, in the Holiday Haven community (the "Subdivision"), which are more particularly described in "Exhibit A" attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, the above-named parties desire to impose upon each of said lots certain covenants, conditions, and restrictions in order to maintain and enhance the values of such lots; and

WHEREAS, the above-named parties desire to mutually agree upon the use and maintenance of the private roads and recreational areas and facilities as shown on the various section plats of the Subdivision of record in Hocking County, Ohio.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and associated outbuildings. Detached out-buildings will be permitted as long as they are aesthetically in keeping with the surrounding environment of the Holiday Haven community.

It shall not be a violation of this restriction for an occupant of a lot to engage in a customary home occupation such as, but not limited to, professional office, handicraft, dressmaking, millinery, laundering, preserving, and home cooking provided that such occupations shall be conducted solely by resident occupants of the lot; that no commercial advertising signs shall be erected in the Subdivision; that no such use shall require internal or external structural alterations; that no traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood; and that equipment or processes shall not be used in such home occupations which create noise, vibrations, glare, fumes, odors, or electrical interference detectable off the lot.

2. No excavation, building or other structure or thing (including, but not limited to, fences, satellite dishes, outdoor lighting, and propane tanks) shall be commenced, erected, installed, used or maintained on any lot, nor shall any addition, change or alteration to any structure or thing on any lot be made until a complete set of plans and specifications including location have been submitted to and approved in writing by the Holiday Haven Members Association's Board of Trustees (the "Board"). The Board has the right to refuse the design, materials, size, color, or

location for any structure or thing if the Board determines that the same will not be architecturally or aesthetically consistent with other buildings, structures or things in the community. In the event the Board fails to approve or disapprove any such plans and specifications within thirty (30) days after those items have been submitted for approval, the same shall be deemed approved.

3. Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices as prescribed by the local office of the United States Department of Agriculture Soil Conservation Service must be installed and followed around the perimeter of the construction area and across all swales and along all waterways in order to prevent siltation damage to adjoining properties or easements. Additionally, in the event that any existing drainage tiles are damaged or disturbed during the construction process on any lot, such drainage tiles shall be professionally repaired or rerouted in a reasonable manner so that the drainage of adjoining tracts is not disturbed. Each lot owner must maintain, repair, or replace that portion of any drainage tile lines that cross such owner's lot.

4. Trees on any lot can only be cut down for the purpose of clearing out an area for the residential home, outbuildings, driveway and parking. No other trees, other than those that are dead, diseased or dangerous, or smaller than 4" in diameter as measured four (4) feet above the ground, shall be removed unless written approval from the Board is obtained prior to any tree removal.

5. All construction on any lot shall be by conventional methods, using normally accepted building methods and materials (all exterior construction materials shall be new), and no mobile home or house trailer shall be erected or maintained on any lot.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling shall be occupied until the same shall have been substantially completed, including final grading of the lot upon which such dwelling is constructed.

7. Any dwelling shall be substantially completed (as hereinabove provided) within one-year from the date the same shall have been commenced.

8. No structure of any nature whatsoever shall be constructed within the boundaries of any utility or drainage easements now in existence or hereafter created.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that cats, dogs or other household pets may be kept. No animals may be kept, bred or maintained for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. All animals that are

kept on any lot shall be confined or restrained to prevent their trespass onto other lots in the subdivision.

10. Except for the installation of the driveway drainage structure, the roadside ditches shall not be enclosed. No vehicles shall be driven across the roadside ditches abutting any lot, except over and across such driveway drainage structure after it is completely installed.

11. No inoperable vehicle of any kind whatsoever shall be stored or parked on any lot for a period in excess of thirty (30) days except entirely within the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No semi-tractors or semi-trailers or other commercial vehicles (except for pickup trucks and vans) may be parked on any lot.

Operators of recreational vehicles (such as motorcycles, motorbikes, dirt bikes, go carts and snowmobiles) shall observe the posted 20 mph speed limit on the community roadways and shall observe the same state traffic laws as required for licensed motor vehicles. Recreational vehicles shall not be driven in the community's recreational areas without permission of the Board or on a private lot without permission from the Owner thereof. All motor vehicles both two-wheel, three-wheel and four-wheel, shall be required to maintain an adequate muffler system to prevent excessive noise and exhaust.

12. No lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, or other waste shall be kept only in sanitary containers stored in an inconspicuous area. Owners not participating in the community's trash dumpster program must remove their own trash. The Board shall establish a site for burning wood, brush and tree trimmings if such a site is needed by lot Owners. All residential lots shall be kept well maintained and free of trash and unsightly material.

13. No developed lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into disrepair and all dwellings and improvements shall at all times be kept in good condition and repair.

14. No billboards, signs or advertising device of any kind shall be erected, placed or suffered to remain on said premises, except for one sign advertising the property for sale or rent. The Holiday Haven bulletin board at the front and rear entrances of the community may be used by residents for posting small "for sale" notices and other notices of possible interest to other members of the community.

15. The lot owners shall cause a resident owners Association to be formed for the purpose of enforcing the restrictions set forth in this deed and managing the affairs of the residents of the Subdivision in accordance with the bylaws governing the activities of the Association. Such responsibilities of the Association shall include, but not be limited to, the maintenance of the entrances

and the landscaping surrounding the same, the maintenance of and payment of taxes relating to any platted recreational areas and facilities, and the maintenance and repair of platted private roads. All of the owners of the lots in the Subdivision, who shall have agreed to these covenants, conditions and restrictions, and any amendments thereto, shall be members of the Association, which shall be an Ohio non-profit corporation. In order to carry out the purposes described herein, the Association shall have the right to assess the owner of each lot such sum or sums as the Association shall deem appropriate in the circumstances and in accordance with the by-laws of the Association. Each lot owner who accepts these covenants, conditions, and restrictions agrees to pay such annual assessments. If any assessment remains unpaid for thirty (30) days after demand for payment is made, the Association, may file a certificate with the Recorder of Hocking County, Ohio, setting forth the amount to such assessment and the lot or lots to which it pertains. Such amount shall be a lien against said lot or lots from the date of the filing of the certificate. Upon a written request therefor, the Association shall provide the owner of any lot with a certification of the amount of the assessments, if any, due and payable in regard to such lot. If Association fails to provide such certification within seven (7) days of such written request, it shall be conclusively presumed that such assessments are paid in full through the date of such request. It shall also be the responsibility of the Association to take such action as may be deemed appropriate to assess and collect a proportionate share of the cost of maintaining the private roads within the Subdivision against and from owners of lots in the Subdivision who have not agreed to these covenants, conditions, and restrictions but who, nevertheless, have an easement to use such roads.

16. No lot owner who has agreed to these covenants, conditions, and restrictions, nor the heirs and assigns of the of any such lot owner, shall convey or otherwise alienate said any lot or any part thereof, or interest therein, unless such instrument of conveyance shall expressly provide that the person or persons receiving the same shall accept and be bound by the terms and obligations herein expressed.

17. These covenants, conditions, and restrictions shall be binding on all parties hereto and all persons claiming under them until such time as an instrument signed by the Association, in accordance with its by-laws, has been recorded changing said covenants, conditions, and restrictions in whole or in part. These covenants, conditions, and restrictions may be modified in the same manner as the by-laws of the Association may be amended. At or before the time of a conveyance of any lot or any part thereof, or interest therein, the person or persons receiving the instrument of conveyance shall receive from the party making such conveyance a copy of these restrictions and the by-laws of the Association.

18. Within the Subdivision covered by this Declaration or amendments hereinafter adopted there exist lots, structures, uses of lots and structures which were lawful before this Declaration

was adopted or amended, but which would be prohibited, regulated, or restricted under the terms of this Declaration or future amendments. It is the intent of this Declaration to permit these non-conformities to continue until they are removed in accordance with the terms hereof or any amendment hereto, but not to encourage their survival.

Any lot upon which a non-conforming structure existed, or upon which a non-conforming structure had, in good faith, been commenced, or upon which a non-conforming use existed at the time this Declaration was adopted or was amended shall be permitted to continue in existence, provided:

- (a) Any such non-conforming structure under construction shall be completed within one (1) year from the date this Declaration was adopted or amended; and
- (b) Unless otherwise required by law, no such non-conforming use or structure shall be expanded, enlarged, extended, reconstructed, substituted or structurally altered without the prior written approval of the Board, except that repairs and maintenance may be made to a non-conforming structure in order to keep it in sound condition.

No non-conforming use of a lot or use of a structure (as opposed to a structure itself) on a lot may be transferred to a third party as an incident of ownership of the lot upon which it exists. That is to say, upon the transfer of a lot, the right to maintain a non-conforming use of the lot or the use of a structure (as opposed to a structure itself) on the lot shall immediately cease. Subject to the other provisions hereof, a non-conforming structure on a lot may be transferred as a part of a lot. Additionally, a non-conforming use which has been discontinued or abandoned for a period of one (1) year, shall not thereafter be returned to a non-conforming use.

19. Enforcement of these restrictions may be by proceedings at law or in equity or both, brought by an owner or other party in interest, including the Association against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restrictions or to enforce any restriction shall be considered a waiver of the right to do so thereafter, either as to the same or subsequent violations. Any party bringing an action to enforce these restrictions, either in law or in equity, may recover his, her, their, or its reasonable costs in doing so, including reasonable attorneys fees.

20. Invalidation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

21. Although some lot Owners may own enough property to legally hunt during the state hunting seasons, Holiday Haven has no public property on which hunting is allowed. Anyone who hunts on property other than their own must have the written permission of the landowner. According to state laws, it is illegal to: Discharge a firearm upon or over a roadway, use firearms while intoxicated, discharge a firearm near an inhabited dwelling or near the property of another individual.

22. No drilling or any form of extraction of oil, minerals or gas can be carried out without a written agreement with the Board.

In Witness Whereof, we have hereunto set ours hands effective as of the 15th day of July, 1994.

Signed and acknowledged
in the presence of:

Frederick L. Weghorst
Frederick L. Weghorst

William L. Rea
William L. Rea

Jennifer S. Massie as to both
Jennifer S. Massie

Jacqueline S. Rea
Jacqueline S. Rea

State of Ohio, Hocking County, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named William L. Rea Jacqueline S. Rea, who acknowledged that they did sign and seal the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal this 15th day of July, 1994.

Jennifer S. Massie
Notary Public,
State of Ohio

JENNIFER S. MASSIE, NOTARY PUBLIC
State of Ohio
My Commission Expires Aug. 24, 1998

Jacqueline S. Rea
Jacqueline S. Rea

Kevin P. Cunningham
Kevin P. Cunningham

Mary Pheaster as to both
Mary Pheaster

Teresa M. Cunningham
Teresa M. Cunningham

as to both