

DEED RESTRICTIONS FOR TREES AT PERU TWP.

The following restrictive covenants are covenants running with the land, and shall continue in full force and effect until July 1, 2039, (through injunction or otherwise) by any owner acquiring any part of the land acquired by Lakewood Farms, Inc. in the Twp. of Peru by deed recorded in O.R. Vol. 936, Page 849 in the land records of Morrow County, Ohio. All purchasers of these farms, for themselves, their heirs, successors and assigns, by acceptance of this conveyance of the farm, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.

1. Each farm shall be for single family residential use with customary outbuildings and/or agricultural use with no structure being used for any type of business or commercial enterprise other than agriculture (horse farms, cattle farms and fruit/ vegetable farms).
2. Residences shall be restricted to modular homes, built to the standards and specifications of the Ohio Basic Building Code, and new construction site-built homes. No manufactured homes built to the standards and specifications of the Department of Housing and Urban Renewal (HUD) shall be placed on said parcel. No single wide or double-wide mobile homes shall be placed on said parcel.
3. Before commencement of construction of any house or outbuilding, plans must be approved by Lakewood Farms, Inc., an Ohio Corporation.
4. Any residence constructed on this tract shall contain the following prescribed minimum square feet of living area exclusive of basement areas, porches, breezeways or garage areas.
 - A.) Ranch style home-1500 square feet 1st floor, above grade level
 - B.) By-level style home-2000 square feet with 1500 square feet above grade level
 - C.) Multi-level style home (split)-1500 square feet all above grade level
 - D.) One and one-half style story-1500 square feet with 1500 square feet on first floor above grade level
 - E.) Two story style home-1800 square feet with 1000 square feet on first floor above grade levelAny house or outbuilding must be constructed with new materials. The exterior surface of any building constructed or placed on lands herein described shall be of wood, shingle, brick, stone, stucco, coated vinyl or aluminum. All homes constructed herein shall have a two (2) car garage.
5. No structure of a temporary character, trailer, basement, tent, garage, shack or other outbuilding shall be used on any lot at anytime as a residence either temporary or permanent.
6. No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter will be permitted.
7. Before placement or occupancy of any residence, a sewage disposal system shall be installed in conformity with the minimum standards of the County Board of Health. In addition, the disposal system must be maintained in accordance with the standards of the county Board of Health. Outhouses are prohibited.
8. Before any construction takes place purchaser must contact the local government authority to make sure they are in compliance with the local laws.
9. No inoperable, unlicensed or unused vehicles shall be permitted to remain on the premises outside a garage or building for a period exceeding seven (7) days. No trailer, motor home, equipment of any kind, type or description, or commercial vehicles larger than $\frac{3}{4}$ ton shall be permitted to remain on the lot unless the same is parked behind the rear line of the dwelling house erected on the lot or unless the same is enclosed within a closed garage or building on the lot.
10. No animals may be raised or kept for commercial purposes with the exception of horses, cattle and llamas. Household pets are permitted provided they are not kept, tied, or maintained for commercial purposes. ALL SWINE ARE PROHIBITED. The pasture shall not be over grazed 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.
11. No portion of the surface of this lot shall be altered in a manner which interferes with the natural flow of surface water across said lot unless good and adequate provisions are made for carrying of such natural drainage through tile. Any drain tile damaged or severed during construction shall be repaired or rerouted so as to remain serviceable after completion of such repairs.
12. Lot owners must comply with zoning and land use regulations, and building codes of Peru Township, Morrow County, and the state of Ohio.
13. If any covenant, or part of any covenant, shall be declared invalid, illegal or unconstitutional by any federal or state court, or by any government agency or body, or any other manner, all other restrictions shall remain in full force and effect.
14. Nothing contained herein shall be construed as creating any obligation on the part of Hurdle Land Co./Lakewood Farms, Inc. to enforce these Covenants.

Where there is a conflict between these Deed Restrictions and any Zoning Ordinance, the stricter requirement will prevail.