

was levied, then the purchaser(s) of any such lot shall pay to the Trustees, at the time of closing, the pro-rata share of any such assessment, determined on the basis of thirty days to the month.

VI. RESTRICTIONS

1. No structure shall be erected on any single-family lot other than one single-family residence with a minimum of an attached two car side entry garage, unless otherwise approved.
2. Any structure or building erected on any lot shall be set back a minimum of fifteen (15) feet from the side property lines and a minimum of fifty (50) feet from the front property line, unless otherwise approved.
3. Above ground living space of a dwelling, exclusive of open porches and breezeways, shall have not less than eighteen hundred (1800) square feet in single story residences and not less than twenty-five hundred (2500) square feet on multi-story or split level dwellings. All construction must be completed within six (6) months of the commencement of said construction.
4. No roll tarpaper or shingles shall be used on any exterior wall. All footings, foundations and basements shall be constructed of poured concrete. No structures of a temporary nature such as house trailers, modular homes, earth homes, tents, or shacks shall be placed, erected or maintained on any lot. No basement erected or maintained on any lot shall be used, temporarily or permanently, as a place of residence.
5. No lot shall at any time be resubdivided or reduced in size without Trustees written approval as well as the approval of the County of Warren.
6. No roads shall be constructed or conveyed connecting Fox Creek Estates roads with other lands, except to State Highway '47' or by written Trustee 's approval. Roadways are to remain private and are to be maintained by the Subdivision. Notice is hereby given by these Declarations that the County of Warren will not be responsible for the maintenance or upgrading of any roadway in the Subdivision and is not and may not in the future be willing to accept dedication of the roadways. Roadways will have a rock base of eight inch (8") gravel and a minimum two inch (2") asphalt overlay, with a minimum width of twenty feet (20'). Roadways will have ditches seeded, or sodded if necessary, to prevent erosions. The asphalt overlay shall be applied within two years of the date of the recording of this Declaration.
7. There shall be no vehicle parked in open view upon any tract unless the vehicle is licensed to be driven and is used on public roads a minimum of once every thirty (30) days.

8. When any dwelling improvements are erected on any lot, the owner(s) shall at the time construct a sanitary sewage system of approved character by Warren County to provide for the more effective disposal of sewage, unless other adequate sewage treatment has already been provided.
9. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
10. The owner(s) of each lot shall keep substantially all grass and weeds cut. If substantially all grass and weeds are not cut on any lot, the Trustees shall notify the owner(s) in writing. If the grass and weeds are not cut within fifteen (15) days of notification, the Trustees shall have the grass and weeds cut and the cost of cutting shall be added to the assessment of their lot and shall be a lien upon the lot as if part of the original assessment.
11. No all terrain or unlicensed motorized two, three or four-wheel vehicle or vehicles may be operated in Fox Creek Estates except by licensed drivers.
12. Any person or persons violating or attempting to violate any of the restrictions, reservations, limitations, conditions, easements and covenants contained herein, or failing to pay their annual assessment when due shall be subject to proceedings at law or in equity to restrain such violation or to recover damages therefore or to collect the assessments; any failure to enforce any restrictions, limitations, conditions, easements and covenants contained herein shall not act as nor constitute a waiver of any subsequent breach thereof. A majority of the Trustees shall have the power to enforce these restrictions, limitations, conditions, easements and covenants, contained herein and to collect assessments.
- 13) No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family.
- 14) Without permission of the Trustees, no sign of any kind, excluding a "For Sales" sign shall be displayed in public view of any lot or parcel. No sign shall exceed five (5) square feet in size.
- 15) No animals, livestock or poultry of any kind, including horses, shall be raised, bred or kept on any lot, or in any house on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and further provided that they do not exceed three (3) in number in the aggregate.
- 16) Easements, installation and maintenance of utilities and drainage facilities are

reserved as shown on the recorded plat. The easement for each lot and all improvements on it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Owner agrees to provide the necessary easements for potential sewer and water line construction, said easements are to be contained on the recorded subdivision plat.

- 17) Boats, trailers and/or recreational vehicles may not be stored outside the garage. Driveways will be constructed according to County ordinance standards. Aprons for driveways from the subdivision road shall be installed prior to commencement of any construction and be a minimum of twenty (20) feet wide at the street curb tapering down to a minimum of ten (10) feet at a minimum depth of twenty (20) feet.
- 18) No perimeter fence or wall or shed or other outbuilding may be erected on any lot without the consent in writing of the Trustees, and improvements as such shall not be permitted to deteriorate or fall into disrepair. The Trustees may in their discretion repair or restore such fence or wall and charge the costs of the same to the owner of such lot. If a fence or wall constructed on the lot shall be closer than eighteen (18) inches to the boundary of another lot subject to this Declaration, the owner of such adjoining lot shall have the right, but only while said fence or wall is so in place, to use and maintain the unfenced or unwallled part of said lot adjoining his or her lot, to fence or wall in the same manner as part of his or her lot, and to connect his or her fence or wall, if any, to said fence or wall.
- 19) All trash storage and removal shall be from the rear of the residences. At no time may any patio or sun deck be used as storage space. Trash containers, trunks, boxes, garden tools or any other items which have a tendency to mar the beauty of the entire subdivision may not be stored so as to be visible from neighboring lots or from the street. All lots and houses shall be maintained in a neat and tidy condition, with lawns properly mowed.
- 20) The Trustees, by majority vote, shall have the power to approve or reject all plans and/or specifications for the construction, reconstruction, addition to or alteration of any building, fence, wall or other structure of any kind, as well as plans and/or specifications for the location of the structures on the lot or lots and the grading and landscaping treatment. No work shall be started upon any of the above improvements until the plans and/or specifications for the location of the structure or structures on the lot or lots and the grading and landscaping treatment have been submitted to and approved in writing by the Trustees. The Trustees shall have the right to refuse to approve any design which, in their opinion, is not suitable or desirable, taking into consideration the type of materials used, harmony of the structure or structures with the surrounds, the effect of the building or alteration therein, as planned, on the

outlook from adjacent or neighboring property, and any and all other factors which, in their opinion, may affect the desirability and suitability of the subdivision as a desirable residential area. The Trustees shall either approve or reject said plans and/or specifications within thirty (30) days after actual receipt by all Trustees thereof, and if the Trustees fail to act within said time, the plans and/or specifications shall be considered approved.

- 21) The Trustees shall not be liable in damages to anyone so submitting plans for approval or to any lot or property owners covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans.
- 22) In addition to these restrictions, all subdivision improvements shall be subject to the provisions of the Zoning Ordinance and the Subdivision Ordinance of the County of Warren and no building structure or premises shall be used for any purposes prohibited by law or ordinance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In such regard, lot owners are obligated to care for their property, including, but not by way of limitation, easements on their property, and to keep their property free from accumulation of weeds, debris and other waste matter.

In the event the Trustees determine that a nuisance shall exist upon any lot within the Subdivision, the Trustees shall give the lot owner of record seven (7) days prior written notice indicating the nuisance existing on the lot and directing that the nuisance be removed or abated immediately. In the event the lot owner within the seven (7) day period, shall fail to remove or abate the nuisance set forth in the foresaid notice or shall fail to present a written plan satisfactory to the Trustees for the removal or abatement of the nuisance, then the Trustees are hereby empowered to take steps they deem necessary to remove or abate any nuisance so existing, including, but not limited to, the clean up and removal of any debris, cutting of weeds or grass, trimming, cutting back, removing, replacing or maintaining trees, shrubbery and flowers. The owners of any property upon which any nuisance shall have existed which the Trustees were required to remove or abate shall be charged with any expenses incurred by the Trustees and all such expenses shall become a lien against the lot in the same manner as unpaid assessments. The Trustees or any contractors, agents, employees of the Trustees shall be authorized to go upon any lot which a nuisance is determined for the purpose of removing or abating the nuisance and such entry is consented to by the lot owner and no person so entering upon the lot shall be deemed to have trespassed on the property.

VII. GENERAL PROVISIONS

Other restrictions may apply!