

Situated in the State of Ohio, County of Hocking, Township of Washington, Section 13, Township 13 North, Range 17 West and more particularly described as follows:

Being Lot Number Ten (10) and Lot Number Fifteen (15) of the Honey Fork Subdivision, as the lots of said subdivision are consecutively numbered on the recorded plat of said subdivision found recorded in the Record of Plats, Plat Cabinet 2, Pages 38 and 39, in the Office of the Recorder, Hocking County, Ohio.

The premises described above are being conveyed **subject to the following RESTRICTIONS and CONDITIONS:**

1. These restrictions apply to all lots.
2. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded. After which time said covenants shall automatically extend for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, which agrees to change such covenants in whole or in part.
3. All sales or leases of lots in this subdivision shall be made subject to the following restrictions as are applicable to the use of the same.
4. These restrictions are made for the benefit of any and all persons who now may own property or who may hereafter own property in Honey Fork Subdivision and such persons are specifically given the right to enforce these restrictions and reservations.
5. Failure by the grantors, their heirs or assigns, or any landowner to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.
6. Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
7. No more than one single dwelling house and a private garage shall be erected on said premises. Provided, however; there may be erected one detached building of new material not to exceed the size of the home and must be of similar construction of the existing home and not over 1 story in height and such building along with the dwelling house shall be maintained in an attractive condition.
8. The ground floor area of any dwelling house, exclusive of open porches and garages, shall not be less than one thousand one hundred square feet for one story dwelling nor less than five hundred fifty square feet per story for dwellings of more than one story.
9. No dwelling or building shall be permitted closer than the platted building front set back line nor closer than fifteen feet from any other lot line.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the follow of water through drainage channels in the easements. The easement areas of each lot and all improvements in 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.
11. No structure of a transient character, i.e., trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
12. 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.
13. Fires must be contained, enclosed, and carefully supervised. Use of fire arms on the premises is prohibited. The lot shall be kept clean and free of trash, garbage, and debris at all times. Advertising signs, other than for sale of lot, are prohibited.
14. No non-operable wrecked or junked cars shall be stored on any of said lots for a period in excess of fourteen days.
15. **Oil and gas rights in and under said premises are reserved unto the grantors, their heirs and assigns.**
16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

FURTHER SUBJECT TO restrictions and easements as set forth on the recorded plat of said subdivision; to reservations, restrictions, leases, easements, rights of way and conditions of record, if any, streets and legal highways.