

PROTECTIVE COVENANTS

1. ALL LOTS IN THE VICTORY SUBDIVISION SHALL BE KEPT AND DESCRIBED AS RESIDENTIAL LOTS, AND NO STRUCTURES SHALL BE ERECTED, ALTERED, PLACED OR BE PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF (2 1/2) STORIES IN HEIGHT AND AN ATTACHED PRIVATE GARAGE FOR NOT MORE THAN THREE (3) CARS.
2. THE LYING AREA OF EACH DWELLING, EXCLUSIVE OF ONE STORE GARAGE AND OTHER PORCHES AND MANSIONS, SHALL CONTAIN NOT LESS THAN 2000 SQUARE FEET OF LIVING AREA FOR A ONE STORY DWELLING AND NOT LESS THAN 2500 SQUARE FEET OF LIVING AREA FOR A TWO STORY DWELLING. IN ADDITION TO THE MINIMUM SPACE REQUIREMENTS ABOVE, APPROVAL OF THE PLACEMENT AND STYLE OF THE GARAGE A TWO CAR ATTACHED GARAGE. APPROVAL OF THE PLACEMENT AND STYLE OF THE GARAGE ENTRY (WHETHER BY FRONT, SIDE, OR REAR ENTRY) SHALL BE FIRST OBTAINED IN WRITING FROM THE DEVELOPER, HIS HEIRS AND ASSIGNS, SIDE OR REAR ENTRIES ARE TO BE PREFERRED IN SUCH PLACEMENT.
3. NO RESIDENCE, BUILDING, FENCE, WALL, HEDGE, WALK OR OTHER STRUCTURE AND NOT GRADING OR GENERAL LANDSCAPING SHALL BE COMMENCED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT UNLESS THE PLANS AND SPECIFICATIONS THEREFOR, SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIAL, COLOR, SCHEME, ESTIMATED COST AND LOCATION OF SUCH STRUCTURE AND/OR GENERAL LANDSCAPING SCHEME HAVE BEEN SUBMITTED TO AND APPROVED, IN WRITING, BY THE DEVELOPER, THEIR HEIRS AND ASSIGNS OR OTHER DESIGNATED AGENT, IN SO PASSING UPON SUCH PLANS, SPECIFICATIONS AND OTHER REQUIREMENTS, THE DEVELOPER MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED DWELLING HOUSE AND THE MATERIALS OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT SAME, THE VARIATION THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE DWELLING HOUSE AS PLANNED ON THE OUTLOOK FROM ADJACENT OR NEIGHBORING PROPERTY. THE FOUNDATION WALLS OF SUCH DWELLING HOUSE SHALL CONSIST OF Poured CONCRETE AND SUCH FOUNDATION WALLS SHALL BE STEEPED TO GRADED ELEVATION, IN ADDITION TO THE MINIMUM SPACE REQUIREMENTS, NO APPROVAL SHALL BE GRANTED UNLESS THE FOLLOWING HAVE BEEN FULLY COMPLIED WITH:
 - A. NO ALUMINUM SIDING, VINYL SIDING OR PLASTIC SIDING OF ANY NATURE MAY BE INCORPORATED INTO THE CONSTRUCTION.
 - B. NO PROCESSED, PRESSED OR PARTICLE BOARD MATERIALS SHALL BE INCORPORATED IN TO THE STRUCTURE (EXCEPT AS ROOF SHEATHING OR SUB FLOORING). ONLY NATURAL WOOD MATERIALS OR BRICK MAY BE USED.
 - C. ALL STRUCTURES ON ANY LOT SHALL CONTAIN WOOD FRAME WINDOWS. THEY MAY NOT BE A METALLIC FRAME OR OTHER MATERIAL.
 - D. NO RESIDENCE, GARAGE OR OTHER OUTBUILDING SHALL BE LOCATED NEARER ANY ROAD RIGHT-OF-WAY THAN THE DESIGNATED SET-BACK LINE INDICATED ON THE PLAT OF SUBDIVISION.
 - E. NO PAIR STRUCTURE SHALL BE LOCATED CLOSER THAN TEN (10) FEET TO ANY SIDE LOT LINE NOR SHALL THE SUM OF THE SIDE YARD SPACES BE LESS THAN TWENTY-FIVE (25) FEET.
 - F. ALL RESIDENCES SHALL HAVE CONCRETE PAVED DRIVEWAYS.
4. DEVELOPER RESERVES THE SOLE AND EXCLUSIVE RIGHT TO ESTABLISH GRADES AND SLOPES AND TO FIX THE GRADE AT WHICH ANY BUILDING SHALL HEREAFTER BE ERECTED OR PLACED THEREON, SO THAT THE SAME MAY CONFORM TO THE GENERAL SUBDIVISION PLAN.
5. WITHIN SIX (6) MONTHS OF THE DATE OF PURCHASE OF ANY LOT, PURCHASER MUST START CONSTRUCTION OF THE DWELLING IN A USUAL AND EXPEDITIOUS MANNER. OTHERWISE DEVELOPER RESERVES THE RIGHT TO BUY BACK SAID LOT AT THE ORIGINAL PURCHASE PRICE, WITHIN SEVEN (7) MONTHS FROM THE START OF CONSTRUCTION OF A DWELLING HOUSE UPON ANY LOT, SAID HOUSE SHALL HAVE A COMPLETED EXTERIOR APPEARANCE INCLUDING BUT NOT LIMITED TO FINISHED WALKWAY, DRIVEWAY OF CONCRETE, LANDSCAPING, LANTING OF SOIL OR SOILING OF GRASS SEED, INSTALLED CURBS AND DOWNSPOTS, INSTALLATION OF ALL WINDOWS AND COMPLETED EXTERIOR PAINTING. THE LANDSCAPING ALLOWANCE FOR EACH LOT SHALL BE A MINIMUM OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) UNLESS APPROVAL OF A LESSEE AMOUNT IS OBTAINED IN WRITING FROM THE DEVELOPER, HIS HEIRS OR ASSIGNS.
6. UPON THE COMMENCEMENT OF CONSTRUCTION, NO TRACTOR, OTHER TEAM LANE OR AGRICULTURAL EQUIPMENT, OR OTHER CONSTRUCTION EQUIPMENT OF A SIMILAR NATURE SHALL REMAIN OR BE PERMITTED TO REMAIN UPON ANY LOT FOR A PERIOD EXCEEDING SEVEN (7) DAYS. EACH OWNER OF SUCH LOT, OR UPON BUILDER CONTRACTED TO FURNISH MATERIAL UPON SUCH LOT, SHALL REMOVE DAILY ALL TRASH (INCLUDING CARBONAD AND CLUTTER, EACH OWNER OR BUILDER SHALL BE RESPONSIBLE FOR KEEPING THE STRAITS FREE OF AND DEBRIS DURING CONSTRUCTION ON THE LOT. THE DEVELOPER RESERVES THE RIGHT TO HILL THE OWNER OR BUILDER FOR THE CLEANING OF MUD OR DEBRIS FROM STREET AREAS OR OTHER LOTS IN THE SUBDIVISION. STAMP MAKE FITTERS FOR EROSION CONTROL SHALL BE USED ON ALL LOW END SIDES OF LOTS DURING THE ENTIRE CONSTRUCTION PERIOD.
7. NO TREES SHALL BE CUT, REMOVED, OR INTENTIONALLY DESTROYED FOR AT LEAST ONE (1) YEAR FOLLOWING THE COMPLETION OF THE DWELLING HOUSE EXCEPT FOR TREES THAT ARE DEAD AND THOSE THAT ARE IN THE BUILDING LINE.
8. NO CONCRETE BLOCK STRUCTURE SHALL BE ERECTED, PLACED, OR SUFFERED TO REMAIN ON ANY LOT AND NO STRUCTURE OF ANY KIND SHALL BE ERECTED, PLACED, OR SUFFERED TO REMAIN ON ANY LOT WITHOUT APPROVAL OF THE LOCATION PLANS, AND SPECIFICATIONS THEREFOR HAVING FIRST BEEN OBTAINED IN WRITING FROM THE DEVELOPER, HIS HEIRS AND ASSIGNS.

9. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, MODULAR, BASEMENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY. NO BUILDING OR EXISTING STRUCTURE SHALL BE MOVED TO THIS REALTY FROM ANOTHER SITE.
10. NO OTHER STRUCTURE OR OUTBUILDING SHALL BE ERECTED, PLACED OR SUFFERED TO REMAIN UPON ANY LOT EXCEPT TEMPORARY STRUCTURES ERECTED BY THE DEVELOPER OR BUILDER IN CONNECTION WITH THE IMPROVEMENT OF THE PREMISES. FOR THE PURPOSES OF THIS PARAGRAPH 10, A CABANA OR BATHOUSE BUILT FOR USE WITH A SWIMMING POOL AND WHICH CONFORMS IN EXTERIOR DIMENSIONS TO THE ELEVATION OF A DWELLING HOUSE ON THE LOT IN QUESTION SHALL NOT BE CONSIDERED A STRUCTURE OR OUTBUILDING. ANY SWIMMING POOL SITUATED UPON A LOT SHALL BE ENTIRELY IN GROUND. NO SWIMMING POOL THAT ARE EITHER EXTERIOR ABOVE GROUND, OR PARTIALLY IN GROUND AND PARTIALLY ABOVE GROUND, SHALL BE PERMITTED. THE PARKING AND/OR STORAGE OF MACHINERY AND/OR EQUIPMENT, TRUCKS, SCHOOL BUSES, BOWLS, CHAIRS, TRAILERS, COMMERCIAL VEHICLES AND OTHER VEHICLES ON MACHINERY OF A LIKE NATURE SHALL NOT BE PERMITTED UNLESS A SUITABLE PARKING AREA IS PROVIDED IN THE REAR OF THE RESIDENCE AND IS SCREENED WITH PROPER PLANTINGS AND/OR FENCING SO AS TO OBTAIN THE SAME FROM BEING VIEWED FROM AN ACCESS ROAD OR PUBLIC STREET OR FROM OTHER RESIDENCES IN THIS SUBDIVISION. NO LOT SHALL BE USED OR MAINTAINED FOR THE STORAGE OF DISHABLED OR JUNK MOTOR VEHICLES, AND IN NO EVENT SHALL ANY SUCH MOTOR VEHICLE IN AN INDETERMINATE CONDITION BE PERMITTED TO REMAIN UPON SUCH LOT FOR A PERIOD OF MORE THAN TEN (10) DAYS.
11. NO TELEVISION OR OTHER RECEIVING ANTENNA OR DISH-TYPE DEVICE SHALL BE ERECTED EXCEPT IN THE REAR OF THE RESIDENCE STRUCTURE ON ANY LOT. THE SAME SHALL BE CONCEALED FROM VIEW TO THE EXTENT POSSIBLE.
12. NO SORE LOT SHALL BE FURTHER SUBDIVIDED INTO SMALLER SITES, LOTS OR PARCELS FOR THE PURPOSE OF REZONING OR ERECTING ADDITIONAL BUILDING LOCATION SITES GOVERNMENTAL AUTHORITY. UPON SALE BY THE GRANTEE ALL INTEREST IN ANY OF THE LOTS IN THIS SUBDIVISION, THAT THIS RIGHT OF APPROVAL SHALL TERMINATE AND NO FURTHER SUBDIVISION SHALL BE MADE.
13. NO FENCING MAY BE CONSTRUCTED IN FRONT OF ANY RESIDENCE STRUCTURE EXCEPT OF A DECORATIVE NATURE PROVIDED THE SAME IS A SPLIT RAIL OR PICKET FENCE. ANY SUCH FENCING AND ITS LOCATION MUST BE APPROVED BY THE DEVELOPER AS ABOVE PROVIDED. NO CHAIN LINK FENCING MAY BE USED ON ANY LOT IN THE SUBDIVISION IN ANY LOCATION.
14. NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE MAINTAINED ON ANY LOTS EXCEPT THAT DOGS, CATS AND OTHER HOUSEHOLD PETS MAY BE SO MAINTAINED IF NOT MAISED, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. ALL OWNERS SHALL COMPLY WITH THE LEGAL LAWS OF THE STATE OF OHIO, OR OF ANY POLITICAL SUBDIVISION THEREOF IN WHICH SUCH LOT IS SITUATED.
15. NO BOTTLES OR OFFENSIVE TRADE, BUSINESS OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE CAUSED OR BE ANNOYANCE OR NUISANCE TO THE OTHER LOT OWNERS, INCLUDING BUT NOT LIMITED TO CHILD CARE IN THE HOME. NO SPILLIOUS WINDORS, OR FRESHLY LIT CIGARETTES SHALL BE MANUFACTURED OR SOLD UPON ANY LOT; NOT, IN GENERAL, SHALL ANY LOT BE USED IN ANY WAY OR FOR ANY PURPOSE WHICH MIGHT ENDANGER THE HEALTH OR UNLAWFULLY DISTURB THE QUIET OF ANY PERSONS RESIDING IN SAID SUBDIVISION.
16. ANY LOT AREA DESIGNATED FOR THE NATURAL FLOW OF SURFACE WATER SHALL BE AT ALL TIMES KEPT FREE FROM ANY OBSTRUCTION TO SUCH NATURAL FLOW OF SURFACE WATER, AND ANY IMPROVEMENTS MADE ON OR UNDER ANY EASEMENTS ARE MADE AT THE RISK OF THE OWNER OF THE LOT ON WHICH SUCH IMPROVEMENTS ARE MADE, AND IN NO CASE SHALL ANY IMPROVEMENT, ALTERATION, OR CONSTRUCTION UPON SUCH EASEMENT BE MADE WITHOUT THE APPROVAL OF THE ENGINEER OF GREENE COUNTY, OHIO.
17. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL AUGUST 1, 2010 AT WHICH TIME SUCH COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS, EACH LOT BEING ENTITLED TO ONE (1) VOTE. IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
18. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY LOT IN THE SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECEIVE DAMAGES FOR SUCH VIOLATIONS. INVALIDATION OF ANY ONE (1) OF THESE COVENANTS BY JUDICIAL OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
19. EACH RESIDENCE SHALL HAVE AN ELECTRIC LIGHT FIXTURE ON A POLE IN THE FRONT YARD. THE FIXTURE WILL HAVE AN ELECTRONIC EYE TO OPERATE FOR THE OUTSIDE ENVIRONMENT. THE LOCATION OF THE YARD LIGHT SHALL BE ON THE HOUSE SIDE OF THE DRIVE AND BE APPROXIMATELY THREE (3) FEET BACK OF THE WALK APPROXIMATELY THREE (3) FEET OFF THE EDGE OF THE DRIVE AND BE BETWEEN 6' AND 7' HIGH. THE FIXTURE TYPE SHALL BE THE SAME FOR ALL RESIDENCES AS SELECTED BY THE DEVELOPER.

| OWNER NO. | 1. ANGLE | ADJUS | TANGENT | ARC | LONG CHORD |
|-----------|--------------|---------|---------|--------|-------------|
| 1 | 151-31'-16" | 205.18 | 37.99 | 55.64 | 137-42'-38" |
| 2 | 151-31'-16" | 135.18 | 32.90 | 47.51 | 117-42'-38" |
| 3 | 151-31'-16" | 100.00 | 99.72 | 183.00 | 178 |
| 4 | 53'-00'-00" | 222.00 | 112.18 | 208.13 | 206.19 |
| 5 | 53'-00'-00" | 173.00 | 87.25 | 161.88 | 156.17 |
| 6 | 36'-31'-31" | 223.00 | 74.32 | 143.37 | 141.16 |
| 7 | 28'-09'-19" | 223.00 | | 130.00 | 32.97 |
| 8 | 90'-00'-00" | 13.00 | | 110.57 | |
| 9 | 90'-00'-00" | 13.00 | | 23.56 | |
| 10 | 90'-00'-00" | 13.00 | | 23.56 | |
| 11 | 90'-00'-00" | 13.00 | | 23.56 | |
| 12 | 51'-38'-43" | 50.00 | | 51.36 | |
| 13 | 63'-38'-43" | 50.00 | | 51.36 | |
| 14 | 63'-38'-43" | 50.00 | | 51.36 | |
| 15 | 48'-38'-43" | 50.00 | | 42.41 | |
| 16 | 48'-38'-43" | 50.00 | | 42.41 | |
| 17 | 48'-38'-43" | 50.00 | | 42.41 | |
| 18 | 48'-38'-43" | 50.00 | | 42.41 | |
| 19 | 263'-49'-10" | 90.00 | | 229.35 | |
| 20 | 90'-00'-00" | 15.00 | | 23.56 | |
| 21 | 37'-58'-22" | 173.00 | | 115.88 | |
| 22 | 37'-58'-22" | 173.00 | | 115.88 | |
| 23 | 15'-03'-18" | 223.00 | | 44.80 | |
| 24 | 15'-03'-18" | 223.00 | | 44.80 | |
| 25 | 15'-03'-18" | 223.00 | | 44.80 | |
| 26 | 15'-03'-18" | 223.00 | | 44.80 | |
| 27 | 15'-03'-18" | 223.00 | | 44.80 | |
| 28 | 43'-38'-43" | 50.00 | | 51.36 | |
| 29 | 43'-38'-43" | 50.00 | | 51.36 | |
| 30 | 43'-38'-43" | 50.00 | | 51.36 | |
| 31 | 43'-38'-43" | 50.00 | | 51.36 | |
| 32 | 43'-38'-43" | 50.00 | | 51.36 | |
| 33 | 43'-38'-43" | 50.00 | | 51.36 | |
| 34 | 43'-38'-43" | 50.00 | | 51.36 | |
| 35 | 43'-38'-43" | 50.00 | | 51.36 | |
| 36 | 43'-38'-43" | 50.00 | | 51.36 | |
| 37 | 07'-51'-03" | 1043.00 | 48.66 | 157.11 | |

