

COVENANTS AND RESTRICTIONS

The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown on plats of Roaming Rock Shores subdivision recorded or to be recorded in the Recorder's Office of Ashtabula County, Ohio.

UTILITIES COVENANT

The Seller, its successors, assigns or licensees, agree to install or cause to be installed, sewer collection lines and water distribution lines to serve the certain lot or lots as specified on the face of this agreement, and to construct such necessary installations and/or plants in connection therewith as are acceptable to and approved by proper governmental authorities. A water connection fee of \$200 is payable at the date of purchase as set forth on the face of this agreement and shall guarantee the purchaser a connection from the water distribution line to the purchaser's lot at the same time said distribution lines are installed to serve said lots. A sewer connection fee of \$300 shall become due and payable when sewer collection lines are installed to serve the individual lots, at which time a connection will be made from the sewer collection line to the purchaser's lot. Said \$300 charge may be paid in advance at the time the lots are purchased, or may be paid in cash at such time as the connection is made, or at that time may be financed on a monthly basis by the utility company.

Purchaser agrees to pay an estimated water charge of \$60 per annum or such other charge as is set and/or approved by the Public Utilities Commission of Ohio commencing with the first month after a connection from the water distribution line is made to the purchaser's lot for the purpose of servicing said lot; such charge to apply so long as water is available for the use of the purchaser. Purchaser further contracts and agrees to pay an estimated sewerage charge of \$30 per annum or such charges as are set and/or approved by the Public Utilities Commission of Ohio commencing with the first month following the installation of a connection line from the purchaser's lot to the sewer collection lines, such charge to apply so long as the use of the sewerage system is available to the purchaser. Such water and sewerage charges may be billed monthly, quarterly, or semi-annually.

It is understood and agreed by the Seller, its successors, assigns and licensees and by the Purchaser, his heirs, and assigns that where more than one lot is purchased and said lots are contiguous, only one connection fee will be charged, provided that only one residential building is placed on said contiguous lots, and that should more than one residential building be placed on said lots, then separate connections and use fees shall be charged for each such residential building. It is further agreed that in the event of sale or conveyance of one or more of said lots, in the event water and/or sewer service has not been contracted for, on said lots, the Grantee shall be required to connect to the water and sewer systems and make such water and sewer payments as are being charged by the seller or its assigns at the time of conveyance.

This covenant shall run with the land and it is understood and agreed that all sums and charges due as provided for in this covenant shall be and become liens against the real property described herein, which liens shall be enforceable by foreclosure or otherwise in any court of law or equity having jurisdiction thereof.

Fees and charges for all utilities are subject to approval and/or change of Public Utilities Commission of Ohio.

MEMBERSHIP COVENANT

The Purchaser agrees to abide by all the By-Laws of RomeRock Association, Inc., and further agrees to pay to RomeRock Association an annual charge in the amount of \$60.00, payable on the first day of May of the year following date of this contract, and a like sum on the first day of May of each succeeding year, so long as he shall own property at Roaming Rock subdivision. \$5.00 of the first annual payment shall be a membership fee, the balance of \$55.00 and the succeeding \$60.00 annual payments being a reasonable, necessary and proportionate charge for the acquisition, maintenance, upkeep and operation of various areas and facilities by RomeRock Association, Inc., regardless of whether or not the privilege of using such areas or facilities are exercised. The above charge may not be increased except by vote of 2/3 of the association members. This covenant concerning said real estate and the enjoyment, use and benefit thereof shall be deemed to run with the land and non-payment of the annual charges shall be a lien thereon.

RESTRICTIONS

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas on the plats aforesaid. No lots may be subdivided.
2. Not more than one single family dwelling house may be erected or constructed on any one lot. No building may be erected prior to the erection of a dwelling house except that a boat house may be constructed upon receiving written permission from the Seller or its assigns. No accessory or temporary building including a boat house shall be used or occupied as living quarters without written permission of Roman Rock Corp., or its assigns. No building shall be constructed or erected on said lots unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks, or other similar structures shall be erected, moved onto, or placed upon said premises. The exteriors of all buildings must be completed within six months from the date construction commences. Open foundations shall not be permitted without written approval of Roman Rock Corp., its successors or assigns.
3. Minimum residence living space on ground or first floor, exclusive of porch area, shall be as set forth on the plat or plats of Roaming Rock Shores on which the numbered lot or lots as shown on the purchase agreement are located. All building plans are subject to approval of Roman Rock Corp., or its assigns, and must comply with any existing local building code. No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way; nor nearer than ten (10) feet from the side property line, nor nearer than twenty (20) feet from the rear line of any lot; nor within fifty (50) feet from the normal high water line as indicated on Plat or Plats of Roaming Rock Shores without written permission of Roman Rock Corp., or its successors or assigns. All conditions must comply with the Zoning Resolutions of Rome and Morgan Townships, Ashtabula County, Ohio.
4. No outside toilets shall be allowed. No waste shall be permitted to enter Roaming Rock Lake and all sanitary arrangements must be inspected and approved by local and/or state health officers, and all residential buildings shall be required to use the central water and sewer system upon installation of same. No individual drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal high water mark of Roaming Rock Lake.
5. No noxious or offensive home occupations or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and Roman Rock Corp., its successors or assigns shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of Roman Rock Corporation, or its successors or assigns. Failure to maintain lots in a tidy manner will result in maintenance of the lots by the Property Owners Association, for which a reasonable charge will be levied against the property owner.
6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Roman Rock Corp., its successors or assigns. Use of the lake is limited to members of RomeRock Association, Inc., and such use shall be in compliance with the rules and regulations of RomeRock Association, Inc. Roman Rock Corporation shall have the use of the lake for its corporate purposes.
7. Roman Rock Corporation, for itself, its successors, assigns and licensees reserves an easement along the entire shoreline of Roaming Rock Lake for the installation and maintenance of underground utilities, together with a fifteen (15) foot wide easement along both sides of all road rights-of-ways and a ten (10) foot wide easement along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees or brush necessary, and the right to locate guy wires, braces and anchors where necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned 10 foot easement. The owners of said lots shall have no cause of action against Roman Rock Corporation, its successors, assigns or licensees either at law or in equity excepting in cases of willful negligence, by reason of any damage caused said lots in installing, operation or maintaining above mentioned installations, or for drainage of surface waters over and/or through said lots.
8. As part of the consideration herein the Purchaser, his heirs, devisees or assigns further agree that he will not sell, assign or convey any lot or lots to any person or persons not accepted for membership in RomeRock Association, Inc. This restriction shall not apply to mortgages given to savings banks, institutions for savings, co-operative banks, savings and loans associations, credit unions or other bona fide lending institutions but shall apply to all conveyances of the equity of redemption in any lot.
9. These restrictions and covenants run with the land, and shall bind the purchasers, their heirs, executors, administrators and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1975. The same may thereafter, and from time to time, be changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of said lots so agree in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in Restriction No. 1. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Restriction No. 1 contained herein shall continue for a period of 99 years from the date of the recordation of these restrictions in the Recorder's Office of Ashtabula County, Ohio.

Dated at Jefferson, Ohio, this 6th day of March, 1967

Signed in the presence of:

Charles E. Blaw

Shirley J. Cantagallo

ROMAN ROCK CORPORATION

BY: Kenneth F. Gorman
President

