

MEADOWS AT MAP FARMS
DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions of MEADOWS AT MAP FARMS (the “Covenants”) is made on this _____ day of _____, 2025, by MAP PROPERTIES LLC, an Ohio limited liability company (“Declarant”).

BACKGROUND

A. Declarant is the owner in fee simple of the following REAL PROPERTY situated in the State of Ohio, in the County of Pickaway and in the Township of Scioto and in the County of Franklin and in the Township of Jackson and being Fourteen (14) parcels of acreage located in an unplatted subdivision commonly known as MEADOWS AT MAP FARMS:

Tract	Acreage
Tract 1	9.342 acres
Tract 2	8.077 acres
Tract 3	9.084 acres
Tract 4	7.711 acres
Tract 5	6.486 acres
Tract 6	4.519 acres
Tract 7	2.164 acres
Tract 8	3.169 acres
Tract 9	8.913 acres
Tract 10	22.866 acres
Tract 11	5.554 acres
Tract 12	6.112 acres
Tract 13	6.306 acres
Tract 14	5.021 acres

Each of these Tracts is referred to herein as “Tract”, and collectively they are referred to herein as the “Tracts”. The Tracts are described in the attached Exhibit A and shown on the Survey Plat which is attached as Exhibit B. “Tract Owner” is each owner of a fee simple interest in a Tract. MEADOWS AT MAP FARMS is referred to herein as the “Subdivision”.

B. Declarant desires to create a plan of covenants and restrictions concerning the Tracts in the Subdivision.

Covenants and Restrictions

Now, therefore, Declarant hereby declares that the Tracts shall be held, sold, conveyed and occupied subject to the following covenants and restrictions which are for the purpose of protecting the values and desirability of all Tracts and which shall run with the Tracts, and each party thereof, and be binding on all parties having any right, title or interest in the same, and each part thereof, and their respective personal representatives, heirs, successors and assigns.

ARTICLE I

A. LAND USE: All of said Tracts in the Subdivision shall be used for single-family residential and home office purposes only. All utilities must be located underground. No more than one six-car garage is permitted. All driveways must comply with county regulations and constructed of concrete, asphalt or gravel.

B. TRACT SPLIT: Tracts shall not be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise in order to create a new Tract.

C. TRADE OR COMMERCIAL ACTIVITY BARRED: No trade or commercial activity shall be conducted upon any Tract, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any of said Tracts in the Subdivision. This Provision shall not prohibit a "Home Office" use as long as no non-resident employees/contractors are working on the Property and no customers or other third party vendors park on the property.

D. MAXIMUM HEIGHT: The maximum height of any structure on a Tract shall not exceed 35 feet as measured from the highest elevation at ground level. Three (3) story structures are prohibited. The word "structure", as used in the Covenants, includes in its meaning anything or object the placement of which upon any Tract may affect or alter the appearance of such Tract, including, but not limited to in ground pools, hot tub/spa, barn, storage building, greenhouse, fencing, coop, cage, animal run, or any other temporary or permanent improvement on such Tract.

E. OTHER STRUCTURES: No more than two (2) permanent unattached structures may be erected on any Tract.

F. TEMPORARY RESIDENCE/MOBILE HOME/HOUSE TRAILER: No structure other than the residence, shall be used on any Tract at any time as a residence, either temporarily or permanently. No mobile homes or house trailers shall be placed on any Tract.

G. TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building or structure shall be placed upon any Tract for storage purposes without the express written consent of Declarant.

H. ANIMALS: A maximum of four (4) agricultural animals (excluding household pets), such as livestock or poultry, may be raised and kept on at Tract but not bred or maintained for commercial purposes. No dogs, cats, or other household pets may be bred or kept for other commercial purposes. No more than four (4) 4-H project animals for non-commercial use may be kept on a Tract per year. Such 4-H animals shall be kept in the rear of the dwelling and a minimum distance of 100 feet from any dwelling unit and 35 feet from any adjoining property. No more than two (2) horses may be kept on a Tract. All animals shall be subject to the regulations of the County Health Department, Animal Control and all governmental agencies and shall not violate any existing county, state or township rules and regulations.

I. BUILDING LOCATION: No building shall be located on any Tract nearer to the front line or nearer to a side street line than the minimum building setbacks permitted under County or Township requirements or subdivision regulations. No portion of any Tract between any street and the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Tract in such area. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Tracts for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentation for the purpose of beautifying said Tract. No weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said Tracts, and

no unsightly object shall be allowed to be placed or suffered to remain anywhere on any Tract. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

J. WASTE DISPOSAL: No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties. This provision does not prohibit "Composting" which for this provision shall be defined as the mixture of various decaying organic substances. All construction debris shall be removed as soon as possible and shall be stored in an appropriate enclosure. No burning of trash, including but not limited to, burning in containers or open fire pits shall be permitted.

K. SOIL REMOVAL: No soil shall be removed for any commercial purpose.

L. NUISANCES: No obnoxious or offensive activity shall be permitted on any Tract nor shall anything done thereon which may be or become an annoyance or nuisance to the neighborhood.

M. VEHICLES: No automobile or motor driven vehicle shall be left upon any Tract for a period longer than seventy-two (72) hours in a condition wherein it is not able to be operated upon the public highway, unless it is stored in a garage. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the Subdivision and shall be removed therefrom. No trucks, commercial vehicles or mobile homes shall be parked or stored on a Tract unless the same are in a garage and out of view from adjacent property owners. One recreational vehicle and/or boat may be stored behind the residence in a garage or with appropriate screening to ensure that such recreational vehicle and/or boat is not visible from the street. Storage of all vehicles on a Tract shall comply with applicable governmental regulations.

N. MINIMUM SQUARE FOOTAGE. The following minimum livable area, heated area and finished floor areas are required, exclusive of open porches, garages, lofts and basements:

- a. A two-story home shall contain a minimum floor area of 2,400 square feet of which 1,250 square feet must be on the ground floor.
- b. A one-story home shall contain a minimum floor area of 1,850 square feet.
- c. A one and one-half story home shall contain a minimum floor area of no less than 2,500 square feet of which 1,350 square feet must be on the ground floor.
- d. No bi-level, split level or raised ranch structures shall be permitted.
- e. No below grade garage floor elevations shall be permitted.

O. GARAGE. An attached garage large enough to accommodate at least two (2) vehicles shall be constructed with a single family residence on a Tract.

P. MATERIALS; COLORS. Finish building materials shall be stone, brick, wood, stucco or vinyl siding and shall be applied to all sides of the exteriors of structures. Colors shall be harmonious and compatible with colors of natural surroundings and other adjacent structures. Natural and earth tones and shades, including brown, beige, cream, gray and white are preferred. Pastel and primary colors not in keeping with the natural surroundings are prohibited.

Q. ROOFS. Roof slope shall be 5/12 or greater and generally of a gable, hip and shed combination configuration. Different roof slopes on the same house (except dormers and gable ends perpendicular to the main roofline) shall be strongly discouraged.

R. TRACT MAINTENANCE. No Tract or any structure located thereon shall be permitted to become unsightly or to fall into disrepair. All Tracts, whether built upon or not, shall be kept in good condition and repair, adequately painted or otherwise finished in accordance with these Covenants. All Tracts shall be regularly mowed and not allowed to become overgrown or unsightly and shall be kept in a manner to be free from weeds and other noxious vegetation.

S. CONSTRUCTION TIME. All construction work commenced on a Tract shall be completed within a reasonable time after the start of construction, but in no event longer than eighteen (18) months.

T. REQUIREMENTS PRIOR TO CONSTRUCTION: The owner of each Tract shall consult with appropriate fire department officials to ensure the proposed dwelling design and construction will be adequate to allow access and department of a large emergency vehicle. The owner of each Tract shall consult with a licensed surveyor and/or engineer to assure and satisfy boundary and pin locations and minimum first floor elevations prior to beginning construction.

U. ANTENNAS: Television and radio antennas, including dish-type satellite signal receiving earth stations over twenty-four (24") inches in diameter shall be prohibited on the exterior of any house or Tract. No towers of any kind, including, but not limited to, television, radio and/or microwave towers shall be erected, placed or maintained on any Tract in the Subdivision. This prohibition against satellite receiving dishes shall also apply to those receivers designed or disguised to appear to have multiple uses.

Any apparatus which is permitted hereby shall be located on the rear portion of the Tract behind the residence so as not to be visible from the street.

V. FUEL STORAGE: Any tank for the storage of fuel placed or maintained on any Tract in the Subdivision may be located above ground if properly screened or below the surface of the ground or within the confines of the dwelling. Screening for above ground tanks must be approved in accordance with paragraph (D) above.

W. AIR CONDITIONERS: Air Conditioner/outdoor compressor units must be located in an area of the Tract such that they are not visible from the street or are screened from view.

X. GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any Tract if such improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways or other drainage configurations. No drainage ditches, cuts, swales, streams, impoundments, ponds, lakes, mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified. No above grade structures, dams, or other obstructions to the flow or storm water runoff are permitted in any drainage easements of record. All drain tiles and drainage systems are for the common use of all adjacent Tracts and each Tract owner shall maintain in good working condition that portion of the tile through whose Tract the tile passes.

Y. POOLS. In ground pools shall be permitted, provided that such pools comply with all local laws and regulations related thereto. Above ground pools are prohibited.

Z. PRE-EXISTING STRUCTURES. Any structure located on any Tract which existed or was permanently placed on such Tract prior to the date of recording of these Covenants shall be a permitted structure, shall not count as an "Other Structure" pursuant to Subsection (E), above or Subsections (D), (E),

(I), (N) and (Q) of these Covenants. Any pre-existing structure shall be maintained by the Tract Owner in good condition and repair and shall not become a nuisance. If a pre-existing structure is removed, destroyed or otherwise no longer exists on the Tract, any new or rebuilt structure must comply with the terms of these Covenants.

ARTICLE II

(A) **TERMS:** These covenants and restrictions shall run with the Tracts and shall be binding on all Owners of the above-described real estate for a period of thirty (30) years from the date these restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) of the Tract Owners is recorded, agreeing to change or terminate these covenants and restrictions.

Until such time as the last of the Tracts has transferred by recorded deed from Declarant, Declarant may amend these Covenants at any time by a duly executed and recorded instrument setting forth such amendments. After all Tracts have been transferred by recorded deed from Declarant to Tract Owners other than Declarant, this Declaration may be amended by a duly executed and recorded instrument signed by the owners of no less than two-thirds (2/3) of the Tracts, provided that any such amendment during the first ten years after the date hereof must also be approved by the Declarant.

(B) **ENFORCEMENT:** Enforcement shall be proceedings by law or in equity or both by an owner of any part of the above-described real estate or by Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. No failure to object to any violations of any restrictions or to enforce any restrictions shall be deemed a waiver of the right to do so thereafter, either as to the same violations or as one occurring prior or subsequent thereto.

(C) **SEVERABILITY:** Each of these covenants and restrictions contained herein is independent and separate and in the event any one or more of such covenants and restriction is determined by a Court of Law to be unenforceable, all other Covenants and restrictions shall nevertheless remain in full force and effect.

(D) **ACCEPTANCE:** By accepting a deed to any of the above-described real estate, a grantee accepts the same subject to the foregoing covenants and restrictions and agrees for himself, his heirs, successors and assigns to be bound by each covenant and restriction, whether or not specific reference is made in the deed or instrument of transfer to these Covenants.

Executed this _____ day of _____, 2025.

MAP PROPERTIES LLC
an Ohio Limited Liability Company

By: _____
Marc A. Palmer, Member

STATE OF OHIO

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me on this _____ day of _____ 2025 by Marc A. Palmer, Member of MAP Properties LLC, an Ohio limited liability company on behalf of the company.

Notary Public

THIS INSTRUMENT PREPARED BY:

Scott N. Schaeffer, Kemp, Schaeffer & Rowe Co., L.P.A.

88 W. Mound Street

Columbus, Ohio 43215

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1

TRACT 2

TRACT 3

TRACT 4

TRACT 5

TRACT 6

TRACT 7

TRACT 8

TRACT 9

TRACT 10

TRACT 11

TRACT 12

TRACT 13

TRACT 14

**EXHIBIT “B”
SURVEY PLAT**