

EXHIBIT B  
SCIOTO WOODS  
DEED RESTRICTIONS

These Covenants and Restrictions shall apply to and be binding upon Scioto Woods. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate the covenants and restrictions, or change said covenants and restrictions in whole or in part.

1. Defined Terms
  - a. "Developer" means Carr Road Properties, Ltd. and its successors or assigns.
  - b. "Lot" means any of the subdivided tracts from the Property and any tracts lawfully subdivided in the future therefrom.
2. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in force and effect.
3. All lots are to be used exclusively for single family, private residential purposes. No more than one (1) dwelling shall be erected or permitted to remain on any lot.
4. All dwellings shall be Site-Stick Built, or Approved Ohio Basic Building Code Industrialized Units (subject to the original grantor's approval). All dwellings constructed or placed on the premises shall meet the following conditions.
  - a. All dwellings shall be placed on a permanent foundation.
  - b. All ranch-style dwellings shall contain at least 1,750 square feet of finished living area.
  - c. All one and a half-story and two-story dwellings shall contain at least 2,000 square feet of finished living area with at least 1,000 square feet of the living area being located on the first floor.
  - d. All other style dwellings shall have at least 1,650 square feet of finished living area.
  - e. "Living areas" as defined herein shall be exclusive of porches, breezeways, garages and basements.
  - f. All dwellings shall have at least a two-car attached garage constructed of similar material and style as the dwelling.
  - g. All dwellings shall have a minimum Roof Pitch of 6/12.
  - h. The developer shall approve all dwelling plans and accessory plans prior to construction.
5. No garage or unfinished single-family dwelling, travel-trailer, single-wide manufactured home, barn, tent, basement or other outbuilding shall at any time be occupied or used as temporary or permanent dwelling.
6. Construction of both the dwelling and garage must be started at the same time and completed within 12 months of beginning construction.
7. Driveways shall be well maintained with gravel or other suitable surface. Any driveway constructed of materials that create dust shall use acceptable methods to control the discharge of dust.

8. Prior to any construction, each lot owner must obtain the following:
  - a. Driveway permit and house number from the Delaware County Engineer's office.
  - b. Sewage disposal and well permit from the Delaware County Health Department.
  - c. Building permit from the Delaware County Building Department and/or Township Zoning Inspector.
9. With the exception of 4-H projects, no swine or poultry shall be permitted on any lot. Domestic farm animals of any kind (including, but not limited to, horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) animal per one (1) acre of fenced pasture. The pasture shall not be overgrazed but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled, so that neither shall be offensive to adjoining neighbors.
10. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. No kennels of any kind will be permitted on property
11. No nuisance or obnoxious condition shall be maintained on the property, including, but not limited to junk, scrap, paper or debris of any kind or other unsightly conditions. Every property shall be kept reasonably trim and neat at all times. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Automotive and farm equipment in inoperative condition shall be properly licensed and not exposed to public view.
12. Any Grantee shall have thirty (30) days to comply with any of these restrictions after notice from the Grantor or any successor in interest of a violation.
13. Every owner of a Lot along any drainage course or channel shall maintain the portion of the drainage course on said Lot and keep the same free from debris and obstructions of all kinds. Developer shall have no liability for maintaining the drainage course or channel thereon.
14. Existing field drainage tile shall not be obstructed by site improvements.
15. All utilities shall be installed underground in trenches.
16. These restrictions are for the mutual benefits of Developer and his successors and assigns and may be enforced by purchaser of a Lot and their respective transferees, successors, and assigns.
17. The Developer has no duty to enforce the restrictions and has no liability whatsoever to any Purchaser or owner of a Lot for its actions, errors or omissions in the enforcement or non-enforcement hereof.
18. No lot in the subdivision may be divided, split or subdivided in the future without prior, written approval of the Board of Health and the approval of the Delaware County Regional Planning Commission, if applicable.
19. One single-family dwelling shall be the only source of wastewater on each lot.

20. No construction of any source of wastewater may commence on any lot before the owner has requested and obtained a site evaluation, and has been issued an installation permit for the sewage disposal system on that particular lot. No portion of the residence or sewage disposal system may be placed in the designated 100-year flood plain, if applicable.
21. The developer shall provide easements, if necessary, for any required perimeter drain discharge points
22. Motor homes, campers and boats on the property shall be kept out of public view or in a secondary building.
23. Commercial trucks, trailers, or construction equipment shall be kept out of public view or in a secondary building.
24. No chain link fence shall be installed on property. All fencing shall be made of wood or plastic and shall be installed behind the front building line.
25. No electric, radio or cell towers shall be permitted on any lot
26. The Developer reserves the right to amend the foregoing Restrictions at any time during which he owns 50% or more of the Lots, provided however, that no such amendment shall be effective as to any Lots other than those which may be owned by the Developer at the time of said amendment. Otherwise, these Deed Restrictions may only be amended by the affirmative vote of 75% of the Lot owners present at a meeting called for said purpose. Any such amendment or modification shall be effected by filing it of record with the County Recorder for the County where the Property is located.