

PHASE I  
CCRs

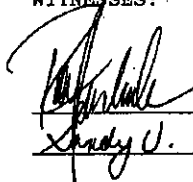
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

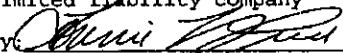
In pursuance of a general plan for the protection, benefit and mutual advantage of all the property described in "Exhibit A" attached hereto and incorporated herein by reference as if fully set forth, and all of the persons who may now or hereafter become owners of any part of said property, such property shall be subject to the following restrictions, covenants, conditions, and applicable easements, which shall run with the land, which land the undersigned Declarant intends to subdivide into a total of Fifty-Seven (57) single family lots:

See, "Exhibit B" attached hereto and incorporated herein by reference as if fully set forth.

IN WITNESS WHEREOF, this instrument was executed on the 22<sup>nd</sup> day of July, 1998.

WITNESSES:

  
\_\_\_\_\_  
Andy U. Durits

Price-Thompson, LLC, an Ohio limited liability company  
By:   
\_\_\_\_\_  
Lonnie L. Price, Member

STATE OF OHIO )  
                  ) SS:  
COUNTY OF FAIRFIELD )

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Price-Thompson, LLC, an Ohio limited liability company, Declarant, by one of its Members, Lonnie L. Price, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said limited liability company.

In testimony whereof, I have hereunto set my hand and official seal at Lancaster, Ohio, this 22<sup>nd</sup> day of July, 1998.

  
\_\_\_\_\_  
Notary Public - State of Ohio



RAYMOND R. MICHALSKI  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
LIFETIME COMMISSION

Reference to:  
9800018950  
Filed for Record in  
FAIRFIELD CO, OH  
GENE WOOD  
On 07-22-1998 At 11:28 AM.  
PLAT 43.20  
C61 Slot 191

This instrument prepared by:  
Ray R. Michalski, Attorney at Law  
DAGGER, JOHNSTON, MILLER, OGILVIE & HAMPSON  
144 E. Main Street, P. O. Box 667  
Lancaster, Ohio 43130

rrr/price-th.omp/ldc/ra

TRANSFER  
NOT NECESSARY  
JUL 22 1998

  
\_\_\_\_\_  
BARBARA CURTIS

9800018964  
Filed for Record in  
FAIRFIELD CO, OH  
GENE WOOD  
On 07-22-1998 At 01:14 pm.  
DECLARATION 54.00  
Book OR Vol. 675 Pg. 28 - 39

19-15-8

Exhibit A

Situated in the Township of Greenfield, County of Fairfield, in the State of Ohio and bounded and described as follows:

**TRACT ONE:**

Beginning at the Northeast corner of Section No. 8, Township No. 15, Range No. 19; thence South 53.85 chains to a stone; thence West 20.21 chains to a stone; thence North 53.78 chains to a stone on the North boundary of said Section; thence East 20.25 chains to the place of beginning, containing 107.97 acres, more or less.

EXCEPTING therefrom the following real estate:

Being a part of the Northeast Quarter of Section 8, Township 15, Range 19, and bounded and described as follows: Beginning in the center of Carroll-Eastern Road at the Northeast corner of said Section 8; thence South 0° 29' West 555.50 feet to an iron pipe (passing an iron pipe at 25.00 feet); thence West 625.00 feet to an iron pipe; thence North 0° 29' East 555.50 feet to a railroad spike on section line and in the center of Carroll-Eastern Road (passing an iron pipe at 530.30 feet); thence with section line and the center of said Carroll-Eastern Road East 625.00 feet to the place of beginning, containing 7.97 acres.

FURTHER EXCEPTING therefrom:

Situated in the Township of Greenfield, County of Fairfield, State of Ohio and being a part of the Northeast Quarter of Section 8, Township 15N, Range 19W, and being more particularly described as follows:

Being a survey of a part of a 100 acre parcel known as TRACT ONE conveyed to Darrell Coakley, as recorded in Deed Volume 611, Page 240, in the Fairfield County Deed Volumes, and further described as follows:

Commencing at a railroad spike found marking the centerline intersection of Havensport Road and Carroll-Eastern Road (Co. Road 21), and being the Northeast corner of Section 8;

Thence N 90° 00' 00" W 1192.24 feet with the North line of Section 8, the same being the centerline of Carroll-Eastern Road, to a railroad spike set, being on the North line of said 100 acre parcel conveyed to Coakley, and being the Principle place of beginning of the tract herein to be described;

Thence leaving said centerline and Section line with a line across said parcel conveyed to Coakley of which this description is a part, with the following two (2) courses and distances:

- 1) S 00° 13' 43" W 290.40 feet to an iron pin set, and passing over an iron pin set at 30.00 feet;
- 2) N 90° 00' 00" W 150.00 feet to an iron pin set on the West line of said 100 acre parcel thereof, and being on the East line of a parcel conveyed to Kenton F. Ridenour, as recorded in Deed Volume 494, Page 126;

Thence, N 00° 13' 43" E 290.40 feet with the West line of said parcel conveyed to Coakley, the same being the East line of said parcel conveyed to Ridenour, to a railroad spike set in the centerline of Carroll-Eastern Road marking the corner to said parcels conveyed to Coakley and Ridenour, and passing over an iron pin set at 260.40 feet; said spike bears S 90° 00' 00" E 41.17 feet from a railroad spike found marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 8;

Thence, S 90° 00' 00" E 150.00 feet with the centerline of Carroll-Eastern Road, the same being the North line of Section 8 and said 100 acre parcel conveyed to Coakley, to the place of beginning, and containing 1.000 acres, more or less, and is subject to all legal easements and right of ways of record.

The bearings of the above description are based on the North line of Section 8 as N 90° 00' 00" W.

All iron pins set are 5/8 inch o.d. reinforcing bars with yellow caps labeled "S.A. England #7452".

The above description was prepared by S.A. England and Associates, under the supervision of Scott A. England, Ohio Registered Surveyor No. 7452 in November of 1994.

FURTHER EXCEPTING therefrom:

Situated in the Township of Greenfield, County of Fairfield, State of Ohio, and being a part of the Northeast Quarter of Section 8, Township 15N, Range 19W, and being more particularly described as follows:

Being a Survey of a part of a 100 acre parcel known as TRACT ONE conveyed to Darrell Coakley, as recorded in Deed Volume 611, Page 240, in the Fairfield County Deed Volumes, and further described as follows:

Commencing at a railroad spike found in the intersection of the centerlines of Carroll-Eastern Road (Co. Road 21) and Havensport Road (Twp. Road 263), also being the Northeast corner of Section 8;

Thence, N 90° 00' 00" W 1162.24 feet with the North line of Section 8, the same being the centerline of Carroll-

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Eastern Road, to a railroad spike set on the North line of said tract of which this description is a part, and being the Principle place of beginning of the tract herein to be described; said iron pin bears S 90° 00' 00" E 221.17 feet from a railroad spike found marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 8;

Thence leaving said centerline and Section line with a line across said parcel conveyed to Coakley of which this description is a part, with the following two (2) courses and distances;

1) S 00° 13' 43" W 484.00 feet to an iron pin set, and passing over an iron pin set at 30.00 feet;

2) N 90° 00' 00" W 180.00 feet to an iron pin set on the West line thereof, and being on the East line of a parcel conveyed to Kenton F. Ridenour, as recorded in Deed Volume 494, Page 126;

Thence, N 00° 13' 43" E 193.60 feet with the West line of said parcel conveyed to Coakley, the same being the East line of said parcel conveyed to Ridenour, to an iron pin found marking the Southwest corner of a 1.000 acre parcel conveyed to Linda Jensen, as recorded in Deed Volume 631, Page 937;

Thence with the boundary of said parcel conveyed to Jensen, with the following two (2) courses and distances;

3) S 90° 00' 00" E 150.00 feet to an iron pin found;

4) N 00° 13' 43" E 290.40 feet to a railroad spike found on the North line thereof, being on the North line of Section 8, and being in the centerline of Carroll-Eastern Road;

Thence, S 90° 00' 00" E 30.00 feet with the centerline of Carroll-Eastern Road, the same being the North line of Section 8, to the place of beginning, and containing 1.000 acres, more or less, and is subject to all legal easements and right of ways of record.

The bearings of the above description are based on the North line of Section 8 as N 90° 00' 00" W.

All iron pins set are 5/8 inch o.d. reinforcing bars with yellow caps labeled "S.A. England #7452".

The above description was based on an actual field survey of the premises in May of 1997 by S.A. England and Associates, under the supervision of Scott A. England, Ohio Registered Surveyor No. 7452.

Leaving after said exceptions 98 acres, more or less.

PHASE I

EXHIBIT "B" TO COVENANTS CONDITIONS AND RESTRICTIONS

DEED RESTRICTIONS AFFECTING  
GREENFIELD ESTATES SUBDIVISION

The above described property is to form a platted subdivision containing a total of 57 single family residential lots. In pursuance of a general plan for the protection, benefit and mutual advantage of all the property hereinabove described and all of the persons who may now or hereafter become owners of any part of said property, and as part of the consideration for this conveyance, the Grantee accepts the same subject to the following restrictions, covenants, conditions, and applicable easements, which shall run with the land:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not exceeding two and one-half stories, together with an attached private garage for not less than two cars. Detached out-buildings will be permitted as long as they are constructed and are built out of basically the same materials as the dwelling. (Roofs to have minimum 5/12 pitch w/one foot overhang). Minimum and maximum size and location are allowed subject to architectural review board approval.

2. No excavation, building or other structure or thing (including, but not limited to, fences, television antennae or satellite dishes, mail boxes, outdoor lighting, and propane tanks) shall be commenced, erected, installed, used or maintained on any lot, nor shall any addition, change or alteration to any structure or thing on any lot be made until a complete set of plans and specifications including location, elevations, slopes, and grades have been submitted to and approved in writing by the Grantor or its designee. Grantor, or its designee, has the right to refuse the design, materials, size, color, or location for any structure or thing if the Grantor, or its designee, determines that the same will not be architecturally or aesthetically consistent with the other buildings, structures or things in the subdivision. In the event the Grantor, or its designee, fails to approve or disapprove any such plans and specifications within thirty (30) days after those items have been submitted for approval, the same shall be deemed approved. In addition, all homes built must have minimum of 30% front elevation covered with natural materials; i.e., brick, stone, stucco, or cedar siding.

3. One story dwellings shall have a minimum of 1,800 square feet of finished floor area. Any two-story dwelling shall have a minimum of 2,200 square feet of total finished floor area on both floors. One and one-half story dwellings shall have a minimum of 2,200 square feet of total finished floor area. Bi-level and split-level dwellings shall have a minimum of 1,800 square feet of finished floor area above grade and a minimum of 2,200 square feet of total finished floor area. The above square footage requirements refer to heated, liveable areas, exclusive of basements, porches and garages. It is recommended that the garage door for vehicles enter from the side of garage subject to architectural review board.

4. Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices as prescribed by the local office of the United States Department of Agriculture Soil Conservation Service must be installed and followed around the perimeter of the construction area and across all swales and along all waterways in order to prevent siltation damage to adjoining properties or easements. Additionally, in the event that any existing drainage tiles are damaged or disturbed during the construction process on any lot, such drainage tiles shall be professionally repaired or rerouted in a reasonable manner so that the drainage of adjoining tracts is not disturbed. Each lot owner must maintain, repair, or replace that portion of any drainage tile lines that cross such owner's lot, unless those lines are otherwise covered by the drainage district hereinafter referred to, in which event the maintenance, repair, or replacement of such tiles shall be governed by the rules and regulations governing such district.

5. All lots in the subdivision shall be part of a drainage district for the maintenance, repair and replacement of the drainage/storm sewer system serving the subdivision. Each lot owner shall be assessed in accordance with the rules and regulations governing such district for the inspection, maintenance, repair and replacement of such drainage/storm sewer system.

6. All construction on any lot shall be by conventional methods, using normally accepted building methods and materials (all exterior construction materials shall be new), and no prefabricated house, prefabricated outbuilding, mobile home, modular home, or house trailer shall be erected or maintained on any lot. Roofs to have minimum of 5/12 pitch with at least one

foot overhang. Any exposed concrete block shall be parged. Pre-engineered truss and wall panels are not considered prefabricated house; all subject to architectural review board.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling, and its attached garage, shall be occupied until the same shall have been substantially completed (including final grading and landscaping of the lot upon which such dwelling, and its attached garage, are constructed) as shown by the issuance of a final inspection certificate issued by the Grantor or its designee. In the event the Grantor, or its designee, fails to issue such a certificate within seven (7) days after the same has been requested, the same shall be deemed issued. A minimum of 15 shrubs, 4 trees and bushes shall be planted as foundation landscaping in the front and the yard is to be seeded within one year of occupancy.

8. Any dwelling, and its attached garage, shall be substantially completed (as hereinabove provided) within one-year from the date the same shall have been commenced.

9. No structure shall be located on any lot nearer to the front line or nearer to a side street than a minimum building set back lines shown on the recorded subdivision plat. The recommended setback is 110' or greater from centerline of road subject to architectural review board. No structures of any nature whatsoever shall be constructed within the boundaries of any utility or drainage easements shown on the recorded subdivision plat.

10. Notwithstanding any other provision hereof, before construction is commenced, the location of the dwelling, driveway, on-site sanitary disposal system, and residential water well shall be approved by the Fairfield County District Board of Health, or other appropriate county or township authority. All on-site sanitary systems in operation on any lot, including any perimeter drains installed and used in connection with such on-site sanitary systems, shall be inspected annually by the Grantor or its designee. Such inspections shall be undertaken by an individual satisfactory to the Fairfield County District Board of Health. An easement is hereby reserved in favor of the Grantor or its designee to enter in and upon any lot to undertake such annual inspections. Copies of the results of such

inspections, shall be delivered to the Fairfield County District Board of Health. Each lot owner shall be assessed a fee, as hereinafter provided, to cover the expense of such inspections. To the extent that such inspections show any deficiencies in the on-site sanitary system on any lot, in accordance with the rules and regulations of the Fairfield County District Board of Health, the owner of such lot shall bear the entire expense of remedying such defects.

11. Each lot shall pay developer at closing \$850 tap fee for natural gas service to be provided by Northeast Ohio Natural Gas Corporation. This tap fee shall be paid even if the natural gas service is not used, no exceptions.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that cats, dogs or other household pets may be kept. No animals may be kept, bred or maintained for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. All animals that are kept on any lot shall be confined or restrained to prevent their trespass onto other lots in the subdivision.

13. The size and type of driveway drainage structure shall be determined by the Grantor, or its designee, and shall at least meet Greenfield Township specifications. Except for the installation of the driveway drainage structure, the roadside ditches shall not be enclosed. No vehicles shall be driven across the roadside ditches abutting any lot, except over and across such driveway drainage structure after it is completely installed. All driveways shall be required to have a concrete approach at entrance. See Exhibit B.

14. No hedge, tree or shrub lines shall be placed on any lot that obstructs the view of traffic approaching any street or road intersection within or surrounding the area affected hereby. The same sight-line limitations shall apply to plantings near points where a driveway enters a street or road.

15. No utility or pleasure vehicle or equipment, including mowers, tractors, and other lawn or garden equipment, campers, boats, boat trailers, house trailers or other pleasure vehicles, shall be stored or parked on any lot for a period in excess of seven (7) consecutive days unless it is entirely within the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No inoperable or unlicensed

vehicle of any kind whatsoever shall be stored or parked on any lot for a period in excess of seven (7) consecutive days except entirely within the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No semi-tractors or semi-trailers or other commercial vehicles (except for pick-up trucks and vans) may be parked on any lot. No vehicle repair work shall be undertaken on any lot except in the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No motorcycle, motorbike, dirt bike, go cart, snowmobile, or similar vehicle, shall be operated on any lot.

16. No obnoxious or offensive activity shall be permitted on any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

17. No lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, garden waste, prunings, or other waste shall not be kept except in sanitary containers for collection that shall be stored within a structure or concealed by landscaping or other materials, either of which provide a year round visual screen for such containers from neighboring streets or properties, as approved by the Grantor or its designee. All equipment for the storage or disposal of such material shall be kept clean and sanitary. Each lot owner shall arrange for trash to be collected and removed on a weekly basis. Trash containers may be placed in an open area to facilitate collection and removal of trash for a period not to exceed twelve (12) hours prior to pick-up.

18. All trees, shrubs, grass and plantings of every kind of any lot shall be kept well maintained, properly cultivated and free of trash and unsightly material. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere on any lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All vacant lots must be mowed at least two (2) times each year, namely: once in June and once in October.

19. No lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into disrepair and all dwellings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Grantor or its designee. Each lot owner, for himself and



his successors and assigns, hereby grants to the Grantor or its designee, the right to make any necessary alterations, repairs or maintenance to carry out the intent of this provision and hereby further agrees to reimburse the Grantor or its designee for any expenses actually incurred in carrying out the foregoing.

20. No billboards, signs or advertising device of any kind shall be erected, placed or suffered to remain on said premises, except for one sign of not more than five square feet advertising the property for sale or rent and promotional signs used by a builder during the construction period.

21. No later than upon the sale of all of the 57 lots in the subdivision, Grantor shall cause a resident owners Association to be formed for the purpose of enforcing the restrictions set forth in this deed and managing the affairs of the residents of Greenfield Estates Subdivision as the Grantor's designee and in accordance with the bylaws governing the activities of the Association. Such responsibilities of the Association shall include, but not be limited to, the maintenance of the entrance monument and the landscaping surrounding the same. All of the owners of the lots in the Greenfield Estates Subdivision shall be members of the Association, which shall be an Ohio non-profit corporation. Prior to the formation of the Association, Grantor shall have the responsibilities of the Association. In order to carry out the purposes described herein, Grantor (until the Association is formed) and the Association (after it is formed) shall have the right to assess the owner of each lot, other than the Grantor, or the Grantee herein, an annual assessment of \$50.00, which amount may be adjusted by the Grantor (prior to the formation of the Association) in accordance with the by-laws of the Association. By accepting a deed, each lot owner agrees to pay such annual assessment. If any assessment remains unpaid for thirty (30) days after demand for payment is made, Grantor or the Association, may file a certificate with the recorder of Fairfield County, Ohio, setting forth an amount to such assessment and the lot or lots to which it pertains. Such amount shall be lien against said lot or lots from the date of the filing of the certificate. Upon a written request therefore, Grantor, or its designee, shall provide the owner of any lot with a certification of the amount of the assessments, if any, due and payable in regard to such lot. If Grantor, or its designee, fails to provide such certification conclusively presumed that such assessments are paid in full through the date of such request.

22. The Grantee, or the heirs and assignees of the Grantee, shall not convey or otherwise alienate said premises or any part thereof, or interest therein, unless such instrument of conveyance shall expressly provide that the person or persons receiving the same shall accept and be bound by the terms and obligations herein expressed.

23. These covenants shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Association, in accordance with its by-laws, has been recorded changing said covenants in whole or in part. At or before the time of such conveyance, the person or persons receiving the instrument of conveyance shall receive from the party making such conveyance a copy of these restrictions and the by-laws of the Association, if it has been formed at the time of such conveyance.

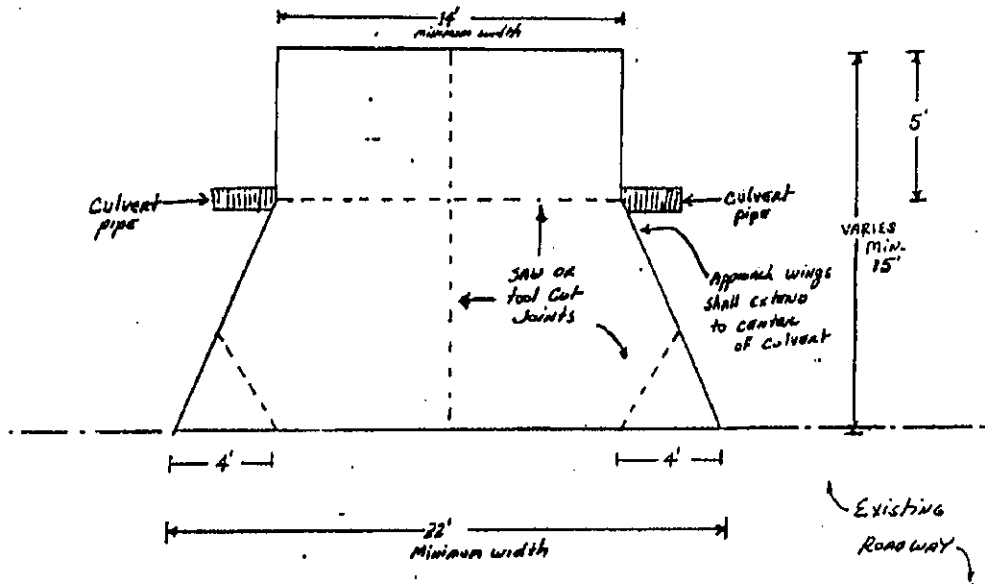
24. Enforcement of these restrictions may be by proceedings at law or in equity or both, brought by an owner or other party in interest, including the Grantor, or its designee, against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restrictions, either in law or in equity, may recover his, her or their reasonable costs in doing so, including reasonable attorneys fees.

25. Invalidation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

Received by Homeowner: \_\_\_\_\_

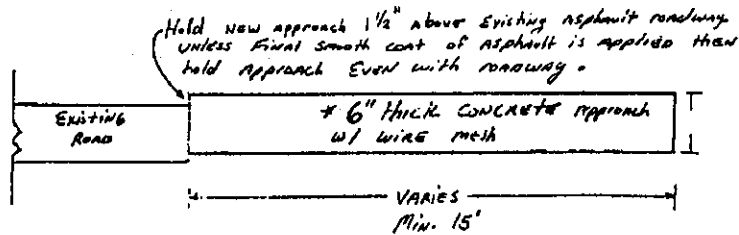
Lot# \_\_\_\_\_ Greenfield Estates

Driveway Approach  
\* Top view \*



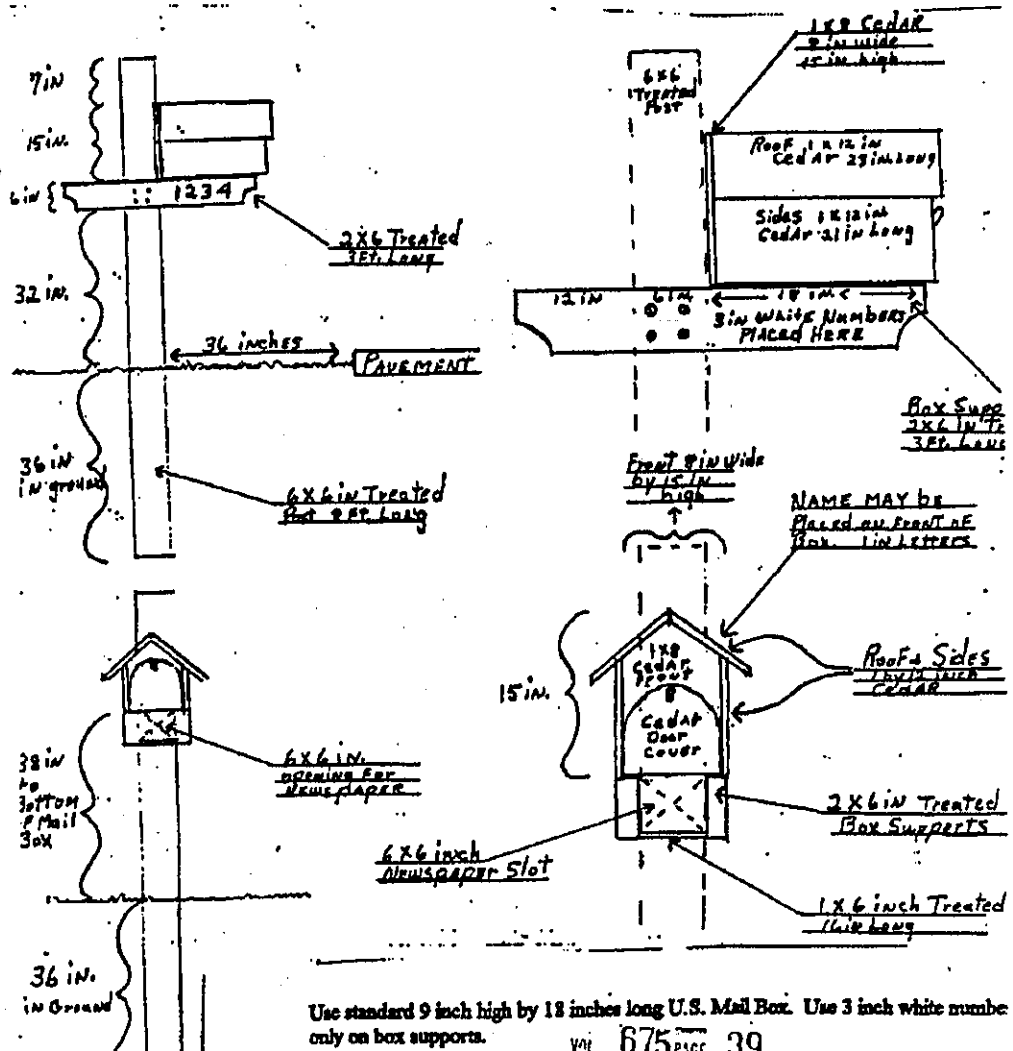
\* CONCRETE Mix to be 6 1/2 bag mix w/ 6% AIR \*

Driveway Approach  
\* Side view \*



\* Not to scale \*

**GREENFIELD ESTATES  
MAILBOX RESTRICTIONS - EXHIBIT A (para. 2)**



Use standard 9 inch high by 18 inches long U.S. Mail Box. Use 3 inch white number only on box supports.