

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, as 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 recorded 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 having an interest, including the Grantor, or its designee, against any person violating or attempting or threatening to violate any of these restrictions, and may include an action for damages, or to prevent or restrain violation, or enforce compliance, or any of them. No person shall have the right to object to any violation of any restrictions, either in law or in equity, may recover his, her or their reasonable costs and expenses, 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.

Witness my hand and seal this _____ day of _____, 19____.

Witnessed by Homeowner: _____

Greenfield Estates

6X6-D

CEDAR CRAFT PRODUCTS, INC.

P.O. BOX 9

776 REYNOLDSBURG-NEW ALBANY ROAD

BLACKLICK, OHIO 43004

PH (614)759-1600

FAX (614)759-1418

DESCRIPTION: 6X6 CEDAR POST WITH WOOD HOUSE-NATURAL CEDAR STAIN-
BLACK METAL INSERT, BLACK NAIL ON NUMBERS BOTH SIDES-INSTALLED.

COST: ~~\$150.70~~

PRICE INCREASE 06-01-98 TO \$ 154.70

6x6 Stained + Installed	154 ²
Not Stained Installed	132 ²
Picked up Stained	129 ²
Picked up Not Stained	107 ²

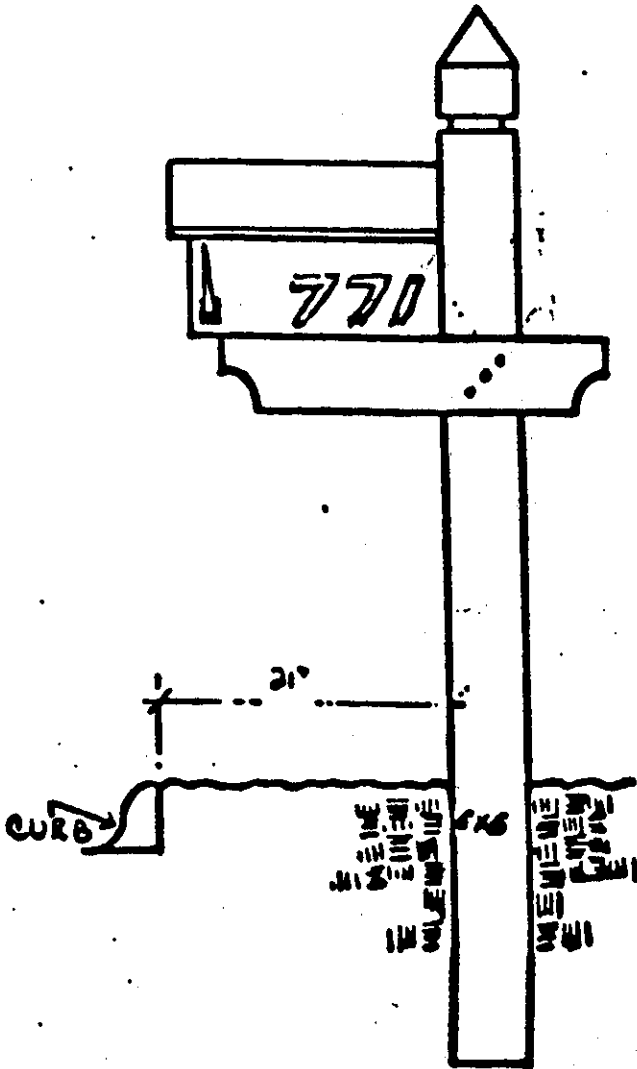
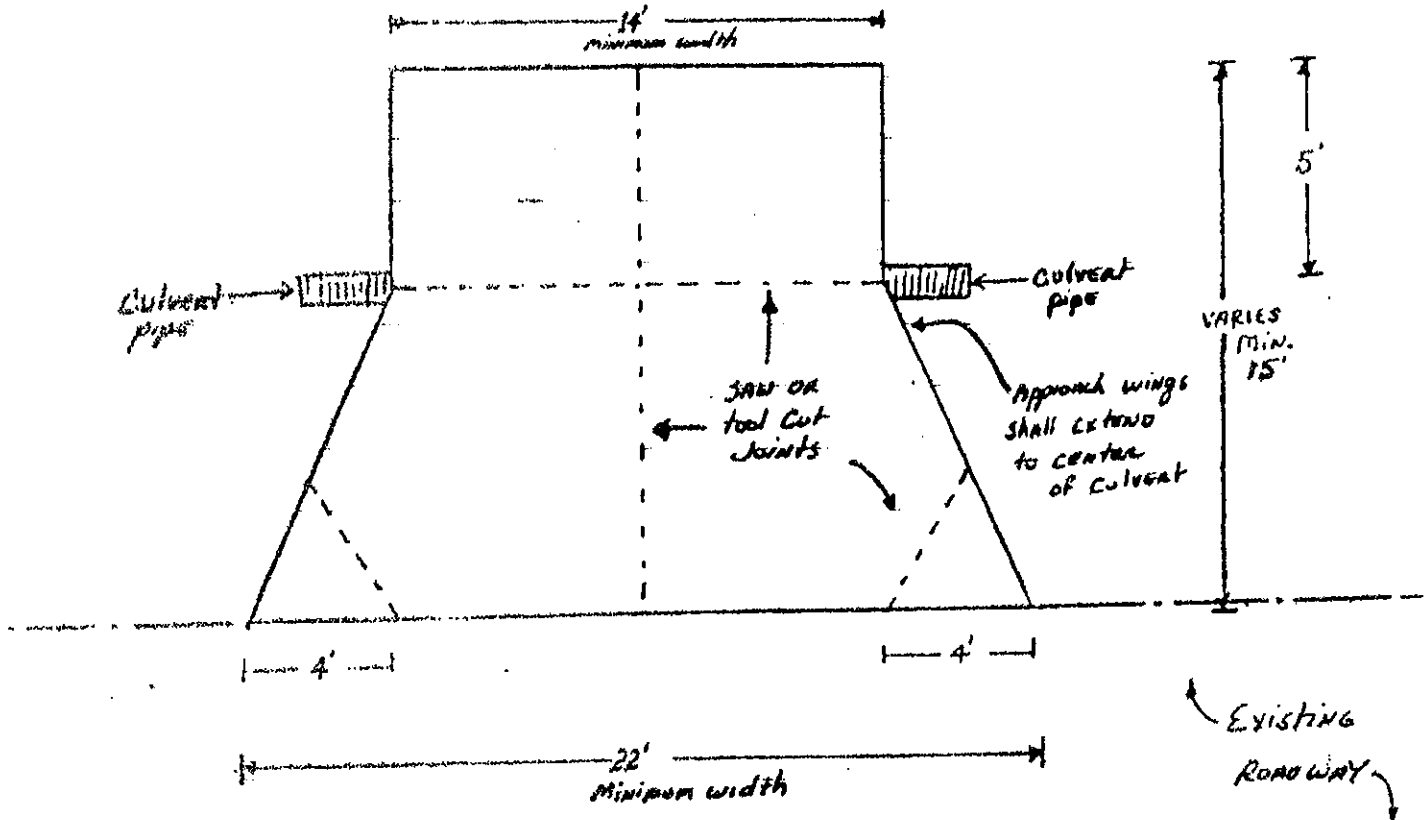


Exhibit "B"

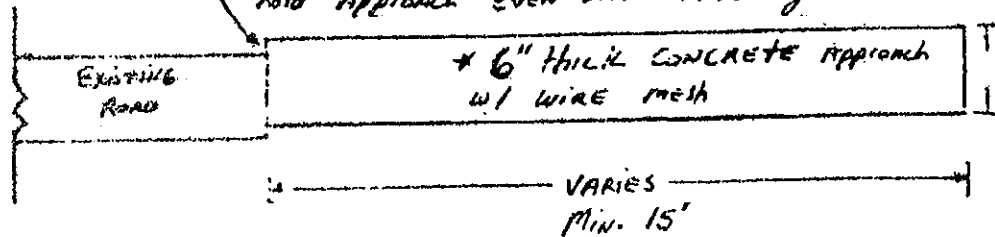
Driveway Approach
* Top view *



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

Hold new approach 1 1/2" above existing asphalt roadway unless final smooth coat of asphalt is applied then hold approach even with roadway.

Driveway Approach
* Side view *



* NOT TO SCALE *