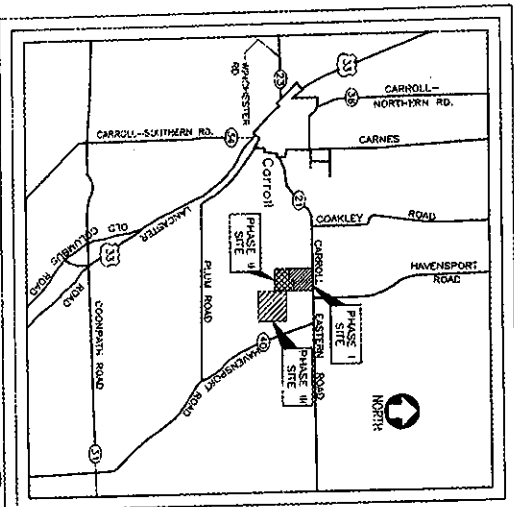


GREENFIELD ESTATES PHASE THREE

LOTS 58 - 78

FAIRFIELD COUNTY, OHIO
GREENFIELD TOWNSHIP

SECTION 9, TOWNSHIP 15, RANGE 19



PROJECT OWNER/DEVELOPER:
TREVOR DEVELOPMENT LTD.
35,3087 ACRES REPORTED
DEED BOOK _____ PAGE _____

SCOTT THOMPSON
5925 FELDON COURT
CARROLL, OHIO 43112
(614) 756-7236
(614) 756-7965 FAX
ROBERT STERLTON

SURVEYOR:
RCI Surveying & Mapping
Russ Taylor P.S.
7235 Long Road
Cortol Winchester, Ohio 43026
(614) 738-9827

ENGINEER:
Sands Decker Ltd.
Glenn E. Decker, P.E.
4588 Kenny Road
Columbus, Ohio 43220
(614) 538-8560

CERTIFICATION OF SURVEYOR:
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN APRIL, 1999, AND THAT ALL MARKERS AND MONUMENTS INDICATED ARE IN PLACE OR WILL BE IN PLACE BY THE TIME OF STREET ACCEPTANCE AND ARE CORRECTLY SHOWN AS TO MATERIALS, LOCATIONS AND MEETS THE LATEST PROVISION OF OHIO ADMINISTRATIVE CODE CHAPTER 4733-37 ... MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO.

Russell C Taylor
RUSSELL C. TAYLOR, P.S. 5892
08-28-01
DATE

APPROVAL BY COUNTY COMMISSIONERS:
APPROVED AND ACCEPTED THIS 12th DAY OF October, 2001. THE STREETS, ROADS, ETC. HEREIN DEDICATED TO PUBLIC USE ARE HEREBY ACCEPTED AS SUCH FOR THE COUNTY OF FAIRFIELD, STATE OF OHIO.

John G. Harpaz
John G. Harpaz
10/16/01
DATE

APPROVAL BY COUNTY ENGINEER:
THIS PLAT IS HEREBY APPROVED AS OF Sept 17, 2001. HOWEVER, THE STREETS ARE NOT ACCEPTED UNTIL INSPECTED AND APPROVED.

Shane W. Anderson P.E. AS
Shane W. Anderson P.E. AS
10/16/01
DATE

APPROVAL BY COUNTY SANITARY ENGINEER:
THIS PLAT IS HEREBY APPROVED AS OF Sept 17, 2001. SANITARY SEWER EASEMENTS FOR FUTURE SANITARY SEWERS HAVE BEEN PROVIDED AND ARE HEREBY ACCEPTED.

Greg McGehee P.E.
Greg McGehee P.E.
September 17, 2001
DATE

APPROVAL BY REGIONAL PLANNING COMMISSION:
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION ON 3/7, 2001. THIS APPROVAL BECOMES VOID UNLESS THIS PLAT IS FILED FOR RECORDING WITHIN ONE HUNDRED AND EIGHTY (180) DAYS OF THE DATE OF APPROVAL.

Robert Strelton
Robert Strelton
10/16/01
DATE

APPROVAL BY TOWNSHIP ZONING INSPECTOR:
I HEREBY CERTIFY THAT THIS PLAT IS IN ACCORDANCE WITH THE ZONING ORDINANCES OF GREENFIELD TOWNSHIP, OHIO.

Darryl Pinkert
Darryl Pinkert
9.6.01
DATE

HEALTH DEPARTMENT APPROVAL:
I HEREBY CERTIFY THAT THE SEWER EASEMENTS OF THIS PLAT ARE IN ACCORDANCE WITH THE HEALTH DEPARTMENT REGULATIONS AND STANDARDS FOR SEWER SYSTEMS.

Robert Strelton
Robert Strelton
10/16/01
DATE

FAIRFIELD COUNTY HEALTH COMMISSIONER

1 OF 3

GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO
PLAT OF GREENFIELD ESTATES PHASE 3

TITLE SHEET

SANDS DECKER LTD.
ENGINEERS PLANNERS

4688 Kenny Road
Columbus, Ohio 43220
614-538-8500
FAX 614-538-8561

PROJECT #

FILE NAME

DATE

PLOT #

SCALE

REDUCTION 16:1

ACS GOVERNMENT SERVICES

GREENFIELD ESTATES PHASE THREE

**LOTS 58 - 78
FAIRFIELD COUNTY, OHIO
GREENFIELD TOWNSHIP**

SECTION 9, TOWNSHIP 15, RANGE 19

DRAINAGE MAINTENANCE DISTRICT:
A MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES IS A PART OF THE IMPROVEMENT PLANS OF THE ABOVE REAL ESTATE (SUBDIVISION) AND THE OBLIGATION TO PAY THE MAINTENANCE FEES SHALL PASS WITH THE TITLE OF THE PROPERTY, THERE SHALL BE INSERTED IN EACH DEED PASSING TITLE TO ANY OF THE LAND HEREIN BY THE OWNER OR DEVELOPER THE WORDS:

TITLE TO THE FEE INCLUDES THE OBLIGATION TO PAY THE DRAINAGE MAINTENANCE FEE ASSESSED, OR TO BE ASSESSED, BY THE COUNTY, PURSUANT TO THE OHIO REVISED CODE 6137 AND FOLLOWING SECTIONS, THIS INCLUDES THE OBLIGATION TO PAY SUCH PORTION OF THE DRAINAGE MAINTENANCE FEE ASSESSMENT, OR TO BE ASSESSED, TO THE PUBLIC CORPORATION(S) AS ESTABLISHED IN THE ORIGINAL SCHEDULE AS AMENDED FROM TIME TO TIME.

ALL LOTS IN THE SUBDIVISION SHALL BE PART OF A DRAINAGE DISTRICT FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE DRAINAGE MAINTENANCE DISTRICT SERVING THE SUBDIVISION. EACH LOT SHALL BE ASSESSED IN ACCORDANCE WITH RULES AND REGULATIONS GOVERNING SUCH DISTRICT FOR THE INSPECTIONS, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH DRAINAGE/STORM SEWER SYSTEM.

THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO EACH OF THE LOTS AND LANDS HEREON THAT HAS WITHIN A PORTION OF THE AREA DESIGNATED HEREON AS DRAINAGE EASEMENT OR DRAINAGE AND SANITARY SEWER EASEMENT SHALL CARE FOR, MAINTAIN AND KEEP OPEN AND UNOBSSTRUCTED THE MAJOR DRAINAGE SWALE WITHIN SAID PORTION OF THE DRAINAGE EASEMENT OR DRAINAGE AND SANITARY SEWER EASEMENT AREA.

THE EASEMENT FOR STORM SEWER, STORM DRAINAGE SWALES, AND WHERE APPLICABLE SANITARY SEWER, AND APPURTENANT WORKS IS HEREBY GRANTED TO THE BOARD OF FAIRFIELD COUNTY COMMISSIONERS AND ITS ASSIGNS, FOR USE AT SUCH TIME AS IT IS DETERMINED THAT FOR REASONS OF PUBLIC HEALTH, SAFETY, AND WELFARE IT IS NECESSARY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, AND KEEP OPEN AND UNOBSSTRUCTED THE MAJOR DRAINAGE SWALES WITHIN SAID DRAINAGE EASEMENT AREA OR DRAINAGE AND SANITARY SEWER EASEMENT AREA, AND THAT THE COSTS THEREOF, BOTH THE DIRECT AND INDIRECT, HEREON, SHALL BE PAID FOR BY THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO THE LOTS AND LAND UPON WHICH SUCH MAINTENANCE IS PERFORMED, UNLESS PAID BY A DRAINAGE MAINTENANCE DISTRICT ESTABLISHED FOR THE SUBDIVISION.

DEDICATION:
ARROWHEAD DRIVE NW, ASHBURY DRIVE NW, ASHBURY DRIVE NW AND HARVEST RIDGE COURT NW ARE TO BE DEDICATED TO FAIRFIELD COUNTY FOR PUBLIC USE FOREVER.

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LAND PLATTED HEREIN, DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAN, AND DEDICATE THE STREETS HEREON, COMPRISING A TOTAL OF 3.94 ACRES TO PUBLIC USE FOREVER.

REDUCTION 16:1

UNOBSSTRUCTED, AND CARE FOR DRAINAGE PIPES AND STRUCTURES, SWALES, DITCHES, STORM SEWERS, AND APPURTENANT STRUCTURES, NO RESTRICTIONS TO THE FLOW OF DRAINAGE OR STORM SEWER ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS DESIGNATED ON THIS PLAN. THE DRAINAGE EASEMENTS SHOWN ON THIS PLAN ARE HEREBY GRANTED TO THE FAIRFIELD COUNTY COMMISSIONERS AND THEIR ASSIGNS.

THE FAIRFIELD COUNTY COMMISSIONERS, THROUGH THE DRAINAGE DISTRICT CREATED FOR THIS SUBDIVISION, SHALL USE THE DRAINAGE EASEMENTS AT SUCH TIME AS IT IS NECESSARY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, AND KEEP OPEN AND UNOBSSTRUCTED, THE DRAINAGE AND STORM WATER MANAGEMENT SYSTEMS WITHIN THE SAID DRAINAGE EASEMENT AND THAT COST THEREOF, BOTH DIRECT AND INDIRECT, THEREON, SHALL BE PAID BY MAINTENANCE ASSESSMENTS INCURRED BY THE DRAINAGE DISTRICT FORMED FOR THIS SUBDIVISION.

DRAINAGE AND SANITARY SEWER EASEMENTS:
AN EASEMENT IS HEREBY GRANTED FOR THE PURPOSE FOR CONSTRUCTION, OPERATION, RECONSTRUCTION, USAGE, AND MAINTENANCE OF STORM DRAINAGE SWALES AND SANITARY SEWERS, DITCHES AND UNDERGROUND SPRING AND APPURTENANT WORKS ON ANY PART OF EASEMENT AREAS DESIGNATED DRAINAGE AND SANITARY SEWER EASEMENT HEREON INCLUDING THE RIGHT TO CONSTRUCT, CLEAN, REPAIR, KEEP UNOBSSTRUCTED, AND CARE FOR SAID SEWERS, SWALES, DITCHES, PIPING AND APPURTENANT STRUCTURES, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAID AREAS FOR SAID PURPOSE. NO ABOVE GRADE STRUCTURES, DAMS, OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE AND SANITARY SEWER EASEMENT AREAS AS DELINEATED ON THIS PLAN, EXCEPT THOSE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS, UNLESS APPROVED BY THE FAIRFIELD COUNTY ENGINEER AND THE FAIRFIELD SANITARY ENGINEER.

UTILITY AND SANITARY SEWER EASEMENTS:
UTILITY AND SANITARY SEWER EASEMENTS SHOWN ON THIS PLAN ARE FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF UTILITY AND SANITARY SEWER LINES AND SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID UTILITIES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

SANITARY SEWER EASEMENTS:
SANITARY SEWER EASEMENTS SHOWN ON THIS PLAN ARE FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF SANITARY SEWER LINES AND SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID SEWERS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO OTHER UTILITIES ARE TO BE PLACED OR CONSTRUCTED IN DESIGNATED SANITARY SEWER EASEMENTS.

MONUMENTATION:
MONUMENTS SHOWN ON THIS PLAN AS NOT IN PLACE AT THE TIME OF RECORDING SHALL BE PLACED PRIOR TO ACCEPTANCE OF THE STREETS.

DIMENSIONS:
ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS ALONG CURVES ARE CHORD MEASUREMENTS.

DRIVEWAYS:
NO DRIVEWAY MAY BE CONSTRUCTED WITHIN 100 FEET OF ANY STREET INTERSECTION.
NO CONCRETE DRIVEWAY APRONS SHALL BE PERMITTED WITHIN 6 FEET OF THE EDGE OF THE ROAD PAVEMENT PER THE REQUIREMENTS OF GREENFIELD TOWNSHIP.
TEMPORARY ROADWAY EASEMENTS:
AT SUCH TIME THAT ARROWHEAD DRIVE NW IS EXTENDED TO THE EAST OR ASHBURY DRIVE NW IS EXTENDED TO THE SOUTH, THE RESPECTIVE TEMPORARY ROADWAY EASEMENTS SHOWN ON THIS PLAN WILL BE VACATED PERMANENTLY.
ASHBURY DRIVE NW & ARROWHEAD DRIVE NW ARE INTENDED TO BE

AVAILABLE FOR FUTURE EXTENSION THROUGH THE ADJACENT PROPERTIES.

LEGAL DESCRIPTION

SURVEY FOR GREENFIELD ESTATES PHASE THREE, SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, AND THE TOWNSHIP OF GREENFIELD AND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 19 WEST, CONGRESS LANDS, AND BEING PART OF THE 66.50 ACRE TRACT CONVEYED TO ROBERT & HAROLD STEBELTON, RECORDED IN D.B. 557, PAGE 105 (PARCEL NUMBER THREE) FAIRFIELD COUNTY RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PULROAD SPIKE FOUND IN PULROAD ROAD AT THE SOUTHWEST CORNER OF SECTION 9, THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SECTION 9, A DISTANCE OF 965.00 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE GALE E. & MARY E. YANTERS 5.012 ACRE TRACT (D.B. 581, PG. 614) AND THE TRUE PLACE OF BEGINNING FOR THE TRACT HEREIN DESCRIBED.

THENCE ALONG THE WESTERLY LINE OF SECTION 9, NORTH 00° 00' 00" EAST, A DISTANCE OF 1051.827 FEET TO A 3/4" IRON PIN SET AT THE NORTHWEST CORNER OF THE 66.50 ACRE TRACT CONVEYED TO ROBERT AND HAROLD STEBELTON IN D.B. 557, PG. 105 PASSING A CONCRETE POST AT 829.00 FEET, SAID POST BEING THE NORTHEAST CORNER OF THE KEITH C. GARSTCK 57.28 ACRE TRACT (D.B. 558, PG. 40) AND THE SOUTHEAST CORNER OF GREENFIELD ESTATES PHASE TWO, (PLOT CABINET 1, SLOT 101)

THENCE NORTH 89°17' 54" EAST ALONG THE NORTH LINE OF THE ROBERT AND HAROLD STEBELTON 66.50 ACRE TRACT AND THE SOUTH LINE OF THE SEGAN FARMS (D.B. 583, PG. 907), A DISTANCE OF 1451.047 FEET TO A 3/4" IRON PIN SET.

THENCE SOUTH 00°16' 10" EAST ALONG THE WEST LINE OF THE A. JERRY GOOD TRACT (D.B. 412, PG. 188) A DISTANCE OF 1064.888 FEET TO A 3/4" IRON PIN SET.

THENCE SOUTH 89°14' 25" WEST INTO THE ROBERT AND HAROLD STEBELTON 66.50 ACRE TRACT, PASSING AN IRON PIN FOUND AT 1006.601 FEET SAID IRON PIN BEING THE NORTHEAST CORNER OF THE GALE E. AND MARY E. YANTERS 5.012 ACRE TRACT (D.B. 581, PG. 614), A DISTANCE OF 1455.934 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 35.3087 ACRES AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF PREVIOUS RECORD.

BEARINGS FOR THE ABOVE LEGAL DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION NINE BEING NORTH 00°00' 00" EAST AS SHOWN ON THE PLAN FOR GREENFIELD ESTATES PHASE TWO, (PLOT CABINET 1, SLOT 101) I HEREBY CERTIFY, THE ABOVE LEGAL DESCRIPTION IS BASED ON A FIELD SURVEY PERFORMED BY RCT SURVEYING & MAPPING IN APRIL, 1998.

RUSSELL C. TAYLOR, P.S. NO. 3882
DATE: 11-2-98

DEED RESTRICTIONS RECORDED IN DEED BOOK _____ PAGE _____
DRAINAGE DISTRICT RECORDED IN DEED BOOK _____ PAGE _____



<p>4568 Kenny Road Columbus, Ohio 43220 614-530-8580 Fax 614-535-8561</p>	GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO PLAT OF GREENFIELD ESTATES PHASE 3	2 OF 3
	PROPERTY DESCRIPTION	

TRANSFER
NOT NECESSARY

OR 1180 PAGE 0362

200100030486
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
10-22-2001 02:06 PM.
DEED RESTRI 42.00
OR Book 1180 Page 362 - 370

OCT 22 2001

Barbara Costello
County Auditor, Fairfield County, Ohio

DEED RESTRICTIONS AFFECTING
GREENFIELD ESTATES SUBDIVISION
PHASE III

The above described property is to form a platted subdivision containing a total of 21 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 antennas or satellite dishes, mail boxes, and outdoor lighting 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 50% front elevation covered with natural materials; i.e., brick, stone, stucco, or cedar siding. Above ground swimming pools are absolutely prohibited.
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, livable 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 are to have minimum of 5/12 pitch with at least one foot overhang, and a dimensional shingle must be used. 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 setback 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 a 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.

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 21 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 Phase III 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 Phase III 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.

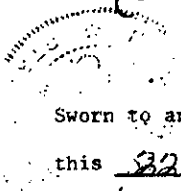
26. The current address and phone number to turn drawings, etc. in is : Trevcor Development, Ltd. PO Box 440, Carroll, Ohio 43112; (740)756-7256.

Received by Homeowner: _____

Lot# _____ Greenfield Estates
Phase III

<u>TREVOR DEVELOPMENT Ltd.</u>	<u>[Signature]</u> witness
	TAB E. THOMPSON
<u>[Signature]</u> DEVELOPER	<u>[Signature]</u> witness
Scott A. Thompson, president	ROY W. COET III

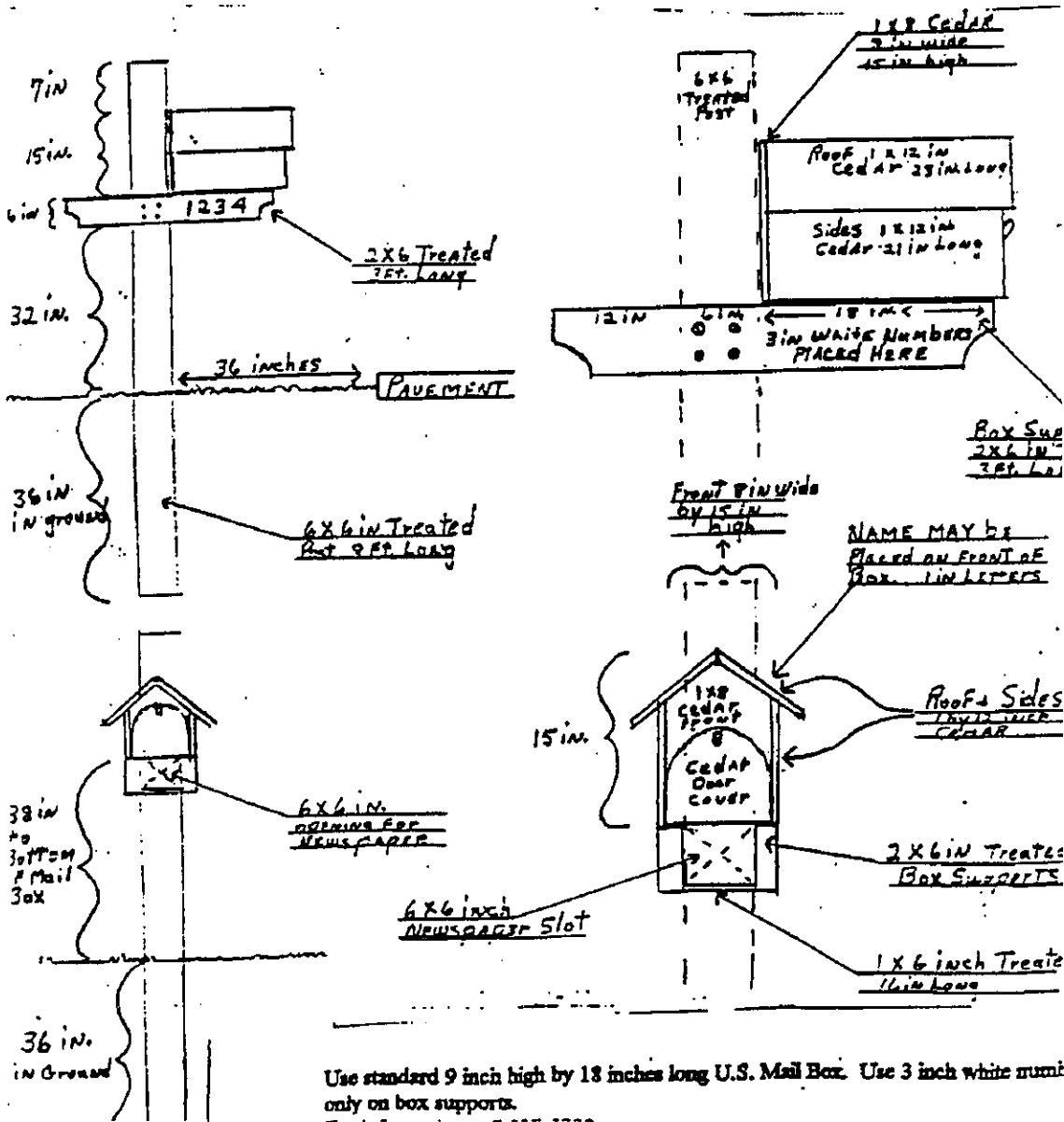
(Document prepared by: Trevor Development Ltd. on 10/19/01)



Sworn to and subscribed in my presence by Scott A. Thompson
this 32 day of October, 2001. My commission expires
November, 21, 2005 (year).

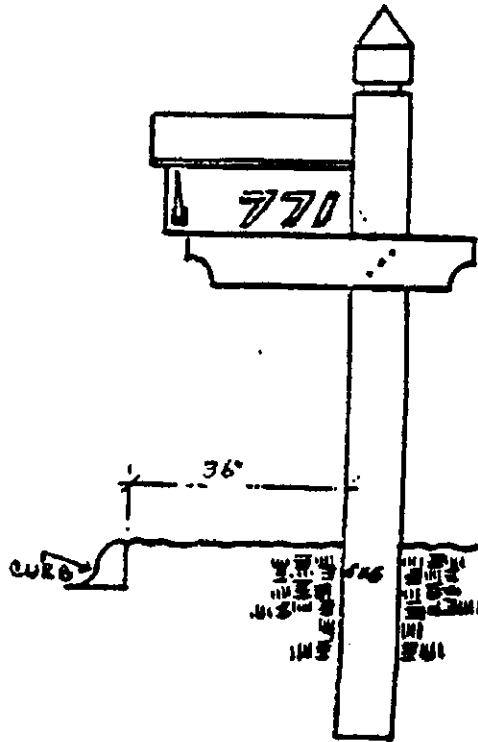
[Signature]
(Notary)

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



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: \$~~132.70~~



GREENFIELD EST. MAILBOX

6 x 6 Post Stained &
installed ~~\$134.70~~ 169.94
6 x 6 Post Not Stained
installed \$132.70
Pick up stained \$129.70
Pick up not stained \$107.

