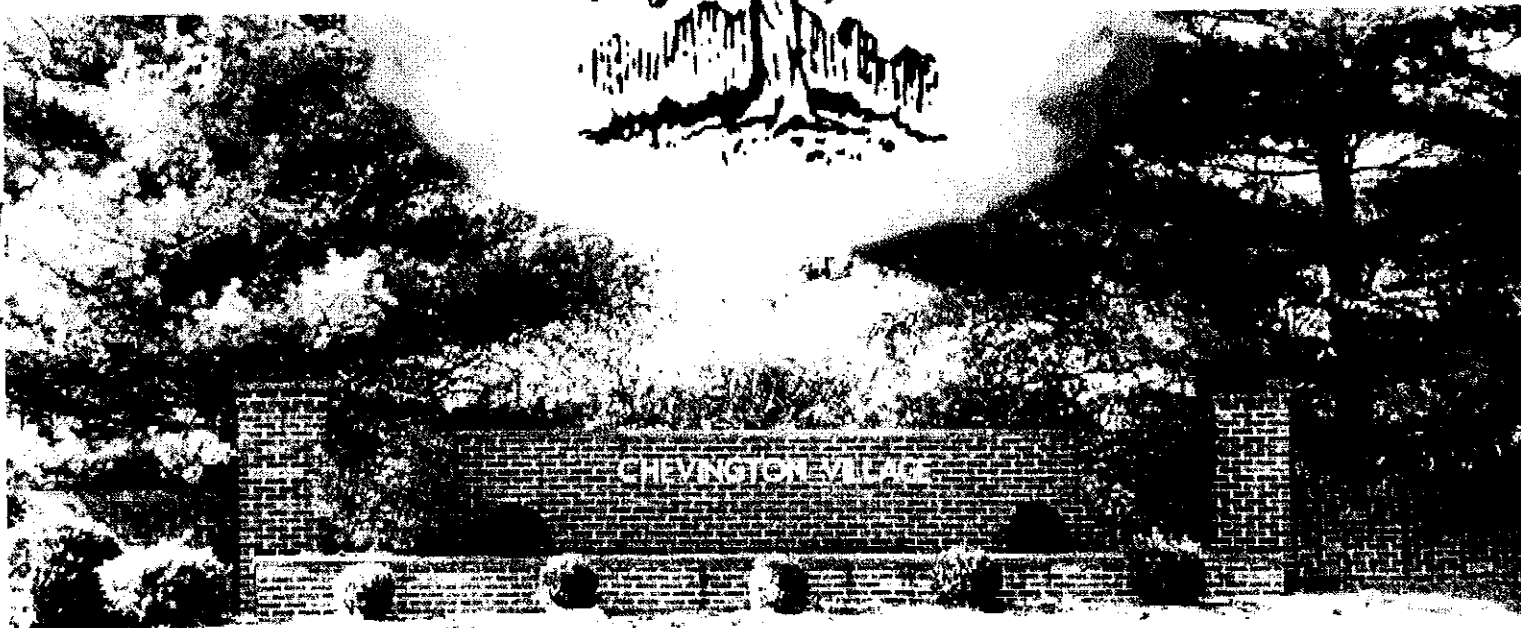
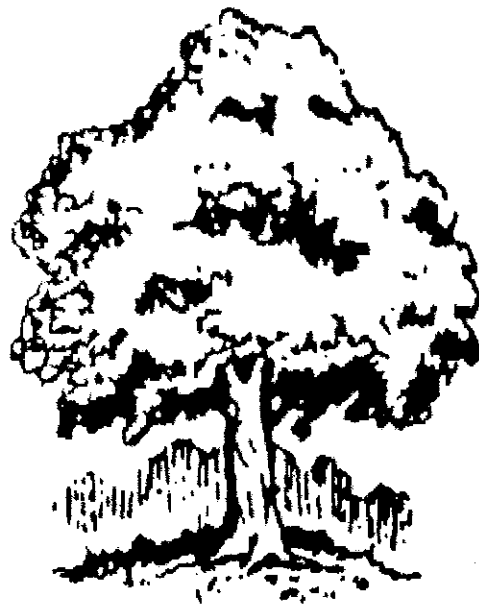


CHEVINGTON VILLAGE CIVIC ASSOCIATION, INC.

Deed Restrictions

2001 - 2002



FORWARD

This copy of the Deed Restrictions pertaining to the Easton (Chevington) Village Subdivision is being provided to assist each member in becoming aware of the restrictions placed on each property.

For your information, our subdivision is divided into seven sections as follows:

Section I	-	Lots	1	thru	92
"	II	-	"	93	thru 119
"	III	-	"	120	thru 126
"	IV	-	"	127	thru 136
"	V	-	"	137	thru 169
"	VI	-	"	170	thru 205
"	VII	-	"	206	thru 220

Each section has its own particular set of restrictions. All seven sets are contained in this booklet. If you have any questions concerning the restrictions, please contact one of the Association's Trustees.

MODIFICATION OF PROTECTIVE COVENANTS
APPLICABLE TO
EASTON VILLAGE SUBDIVISION
[LOTS ONE THROUGH NINETY-TWO (BOTH INCLUSIVE)]

KNOW ALL MEN BY THESE PRESENTS: That Easton Village Co., an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio, 43215, was the Grantor of certain real estate situated in the Township of Violet, County of Fairfield, State of Ohio, fully described in a Warranty Deed from said Easton Village Co. to William V. Corban, Trustee, executed and delivered on January 29, 1976, filed for record on February 2, 1976, at 10:02 A.M., and recorded in Deed Book Volume 456, Page 737, et seq., Recorder's Office, Fairfield County, Ohio; and

Partnership Filed. Sept 24 1973
Fairfield County
Robert W. Lacey, Clerk of Courts

WHEREAS, Easton Village Co., as Grantor in the aforesaid Warranty Deed, pursuant to a general plan for the protection, benefit and mutual advantage of all the aforesaid REAL PROPERTY, which said REAL PROPERTY Easton Village Co. has developed and is known as Easton Village Subdivision, imposed certain Protective Covenants in the said Warranty Deed, and on the same 29th day of January, 1976, William V. Corban, Trustee, by instrument of record in Deed Book 456, Page 743, conveyed back to his Grantor, Easton Village Co, all of the said real estate subject to the aforesaid Protective Covenants; and

WHEREAS, Easton Village Co., the Grantor in the Warranty Deed containing said Protective Covenants, therein reserved the right to alter or modify any or all of the restrictions contained in said Warranty Deed, for a period of up to and including three (3) years from the date of said instrument; and

WHEREAS, it being prior to three (3) years from the date of the Warranty Deed containing said Protective Covenants and Easton Village Co., which desires to alter or modify said Protective Covenants in part, acting in accordance with Protective Covenant No. 2, set out on Page 1 of said Warranty Deed (Volume 456, Page 737), which Protective Covenant reads as follows:

"(2) Notwithstanding the foregoing provisions, the Grantor reserves the right to alter or modify any or all of the restrictions contained in this instrument to further the development plan of the above described subdivision, by an instrument in writing, duly executed and recorded, and such alteration or modification shall be binding upon the owners of all lots in said above described subdivision, their heirs, successors and assigns. This reservation to the Grantor shall cease and be of no further force or effect three (3) years from the date of this instrument...."

NOW THEREFORE, Easton Village Co. does hereby alter and modify said Protective Covenants as follows, to further the above said development plan:

Protective Covenant No. 26 (Page 4 of the said Warranty Deed, of record in Volume 456, Page 740, is altered and modified to henceforth read in its entirety as follows:

"The Grantor shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called Chevington Village Civic Association, Inc. (hereinafter sometimes called the "Association"), or a similar name. Upon the formation of such association, the owner(s) of every lot in Easton Village Subdivision shall automatically become a member in the Association and remain a member for the duration of his ownership of said lot. Each subsequent owner of any lot or lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his ownership of said lot or lots.

As additional lands adjacent to Easton Village Subdivision and its future sections are platted and developed by Easton Village Co., its successors or assigns, said additional lands to constitute no more than one hundred twenty (120) acres (exclusive of the initial section of Easton Village as recorded in Plat Book 11, Page 1, Plat Records of Fairfield County, Ohio), Easton Village Co., its successors or assigns, may cause owners acquiring title to lots subdivided from said lands to automatically become members in the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners in presently existing and future proposed sections of Easton Village. Upon acceptance and delivery of a deed or contract for any lot in Easton Village each and every lot owner shall automatically agree to be subject to the obligations and duly enacted Code of Regulations and rules of the Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote."

All portions of the Protective Covenants as set out in the General Warranty Deed recorded at Volume 456, Page 737, et seq., other than as specifically hereinabove altered and modified, remain in effect and unaltered.

IN WITNESS WHEREOF, the said Easton Village Co., an Ohio General Partnership, has hereunto caused these presents to be subscribed by its Managing Partners, duly authorized by Partnership Resolution signed by all Partners and dated June 6, 1974, on the dates indicated below in the respective acknowledgements.

Signed and acknowledged
in the presence of:

Melvin Lee Tolbert
(As to Donald W. Kelley)
Robert J. Weiler
(As to Donald W. Kelley)
Melvin Lee Tolbert
(As to Robert J. Weiler)
Robert J. Weiler
(As to Robert J. Weiler)

EASTON VILLAGE CO.

By: Donald W. Kelley
Donald W. Kelley, Managing Partner

By: Robert J. Weiler
Robert J. Weiler, Managing Partner

Stephen M. ...
(As to Kenneth N. Carpenter)

By: Kenneth N. Carpenter
Kenneth N. Carpenter

Robert H. Casman
(As to Kenneth N. Carpenter)

STATE OF OHIO
COUNTY OF FRANKLIN

ss:

BE IT REMEMBERED, that on this 12th day of January, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., an Ohio General Partnership, by DONALD W. KELLEY, one of the three Managing Partners of Easton Village Co., and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of the foregoing instrument to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

CANDACE E. BINGHAM
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES JAN. 15, 1980

Candace E. Bingham
Notary Public

My Commission expires

STATE OF OHIO
COUNTY OF FRANKLIN

ss:

BE IT REMEMBERED, that on this 11th day of January, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., an Ohio General Partnership, by ROBERT J. WELLER, one of the three Managing Partners of Easton Village Co., and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of the foregoing instrument to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

CANDACE E. BINGHAM
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES JAN. 15, 1980

Candace E. Bingham
Notary Public

My Commission expires

STATE OF OHIO
COUNTY OF FAIRFIELD

ss:

BE IT REMEMBERED, that on this 12th day of January, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., an Ohio General Partnership, by KENNETH N. CARPENTER, one of the three Managing Partners of Easton Village Co., and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of the foregoing instrument to be his voluntary act and deed for and as the act and deed of said Partnership, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

ROBERT H. CASMAN
Notary Public, Fairfield County, Ohio
My Commission Expires Jan. 15, 1980

Robert H. Casman
Notary Public

My Commission expires

H.50

85135
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:17 o'clock A.M.
RECORDED JAN-14 1977
RECORD misc vol 15 page 24



JAN 13 1977

R. M. Zelling

RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

This Instrument was prepared by
William V. Corban, Attorney at Law
225 East Broad Street
Columbus, Ohio 43215

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That EASTON VILLAGE CO., an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio 43215, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by WILLIAM V. CORRAN, TRUSTEE, of the Township of Madison, County of Franklin, and State of Ohio, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to said Grantee, his heirs, successors, and assigns, the following real estate, bounded and described as follows:

Situated in the State of Ohio, County of Fairfield, Township of Violet, being Lots Numbers One (1) through Ninety-two (92), both inclusive, in EASTON VILLAGE SUBDIVISION as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Page 1, Recorder's Office, Fairfield County, Ohio.

LAST TRANSFER: Volume 454, Page 782, and Volume 456, Page 736

This deed is made subject to restrictions, reservations, conditions and easements contained in all former instruments of record affecting the above described real property.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all the real property herein conveyed, and of the persons who are now or may hereafter become owners of parts thereof, and as a part of the consideration of this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of, and shall be enforced by, the Grantor, and all and any future owners of any of the real property above described; and the Grantee, for himself, his heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to said Protective Covenants:

(1) These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, his heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Notwithstanding the foregoing provisions, the Grantor reserves the right to alter or modify any or all of the restrictions contained in this instrument to further the development plan of the above described subdivision, by an instrument in writing, duly executed and recorded, and such alteration or modification shall be binding upon the owners of all lots in said above described subdivision, their heirs, successors, and assigns. This reservation to the Grantor shall cease and be of no further force or effect three (3) years from the date of this instrument. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restr.in violation or to recover damages.

(3) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(4) No single family or twin single dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style of architecture, use, materials of construction, color scheme, plot plan showing the proposed location of said dwelling upon said premises, and the plans, specifications, and details of said dwelling shall have been approved in writing by Easton Village Co., its successors or assigns, and a true copy of said plans, specifications, and details shall have been permanently lodged with Easton Village Co.; and no single family or twin single dwelling except such as conforms to said plans, specifications, and details shall be erected

Partnership Filed
Fairfield County

By: See [Signature], Dep.

Robert W. Lacey, Clerk of Courts

-1-

VOL 456 PAGE 737

reconstructed, placed or suffered to remain upon said premises. In the event Easton Village Co. fails to approve or disapprove within thirty (30) days after all plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) Lots Numbers ten (10) through fifty-two (52), both inclusive, and Lots Numbers fifty-eight (58) through ninety-two (92), both inclusive, shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants; and no other than a one-single-family, private-residence-purpose building (hereinafter, for convenience, called "dwelling"), shall be erected, reconstructed, placed, or suffered to remain thereon. Lots Numbers one (1) through nine (9), both inclusive, and Lots Numbers fifty-three (53) through fifty-seven (57), both inclusive, shall be used and occupied solely and exclusively for residential purposes by one, one or two family building; and no other than one, one or two family, residence-purpose building (hereinafter, for convenience called "dwelling"), shall be erected, reconstructed, placed or suffered to remain thereon. No detached outbuilding of any type, including but not limited to a garage, may be constructed, placed or suffered to remain on any lot herein described.

(6) The name of the builder to be employed in the construction of each structure shall be submitted to Easton Village Co., its successors or assigns, for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.

(7) No single family dwelling may be constructed on any lot with a garage of minimum dimensions of less than 20' x 20', and no twin single dwelling may be constructed with a minimum of less than two 10' x 20' garages, which may be combined into a 20' x 20' garage. Garages shall be attached to the dwelling served and shall be built during the construction of the dwelling to which attached.

(8) No single family dwelling erected on any lot shall have an area less than the following prescribed minimum area: for a two-story dwelling, a minimum of nine hundred (900) square feet on foundation with a minimum total living area of one thousand, eight hundred (1,800) square feet; for a split level, a minimum total living area of one thousand, eight hundred (1,800) square feet; for a ranch, a minimum total living area of one thousand, four hundred (1,400) square feet; for a bi-level (split entry), a minimum area on foundation of one thousand, three hundred (1,300) square feet; for a 1½ story, a minimum of one thousand, three hundred (1,300) square feet on foundation. All requirements as to living area are exclusive of porches, basement and garage. No two-family (twin single) dwelling erected on any lot shall have a living area less than two thousand, (2,000) square feet, said area being the total for both living units, exclusive of porches, basement and garage. Each single family dwelling shall have attached thereto a garage for a minimum of two (2) cars and a maximum of three (3) cars.

(9) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in the case of a corner lot, except that this building line requirement may be modified by the Easton Village Co. upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves and porches shall be considered as a part of the building.

(10) No lot shall hereafter be subdivided into additional lots.

(11) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(12) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(13) No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

(14) No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivision, except during the initial construction period of the structure on said lot.

(15) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(16) No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(17) No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(18) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(19) No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of specific written approval by Easton Village Co.

(20) No individual sewage disposal system shall be permitted on any lot.

(21) All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of, or excavation for the dwelling. Prior to occupancy of a dwelling, the driveway serving it shall be paved with asphaltic concrete or concrete.

(22) No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(23) Storm water drainage, under each driveway approach, shall be provided by reinforced concrete tile or galvanized pipe at least twenty (20) feet in length, and of a diameter determined by Easton Village Co., and shall be installed upon or prior to commencement of construction of the dwelling.

(24) No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purpose of loading, unloading, cleaning or repairing such vehicle or boat.

(25) No house may be erected on any lot in Easton Village Subdivision unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front lot line. The owner of the aforementioned light shall keep the same in good repair and working condition at all times.

(26) The Grantor shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called Chevington Village Civic Association, or a similar name. Upon the formation of such association every owner of a lot in Easton Village Subdivision shall automatically become a member thereof and each subsequent owner of any lot or lots in the subdivision shall automatically become a member thereof upon acquiring title. The purpose of such association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners. Upon acceptance of delivery of a deed or contract for any lot in Easton Village each and every lot owner, including Easton Village Co., shall agree to be subject to the obligations and duly enacted by-laws and rules of the Chevington Village Civic Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(27) The association, by vote of two-thirds of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations. Easton Village Co., upon sale of ninety-five (95%) per cent of the lots in Easton Village Subdivision, by an instrument in writing in the nature of an assignment, will vest the association with the rights, privileges and powers herein retained by the said Easton Village Co., which assignment shall be recorded in the records of the Office of the Recorder of Fairfield County, Ohio.

If after the sale of ninety-five (95%) per cent of the lots in said Easton Village Subdivision, Easton Village Co. has not caused said association to be formed, a majority of the owners of said lots may cause the same to be formed, at which time all rights of Easton Village Co. as an owner of any lot in the subdivision will automatically be assigned to the association, other than rights like those of any other lot owner in Easton Village Subdivision.

(28) No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision. Every residence unit erected on a lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts, unless written authorization to deliver it elsewhere is obtained from Easton Village Co.

(29) No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(30) A representative of Easton Village Co., its successors and assigns, shall have the right, but not the obligation, to at any time inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivision. Before any sanitary sewer tap or service lateral for any house constructed in the subdivision may be covered or the ditch back filled, the same must be examined by a representative of Easton Village Co., or its successors and assigns, and written approval subsequent to such inspection must be secured by the builder prior to covering or back filling.

(31) EASTON VILLAGE CO. reserves the sole and exclusive right, but does not assume the responsibility, to establish grades and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.

(32) EASTON VILLAGE CO. reserves the right, but does not assume the obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon which or as to

which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Easton Village Co; and Easton Village Co. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Easton Village Co. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further, or succeeding breach or violation thereof; and Easton Village Co. shall at any and all times have the right to enforce the same.

(33) In all instances where plans and specifications are required to be submitted to and are approved by Easton Village Co., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.

(34) Each grantee of Easton Village Co., its successors or assigns, of a lot in Easton Village Subdivision, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and easements and the jurisdiction, rights and powers of Easton Village Co. created or reserved by this Deed of Restrictions; and all easements, rights, benefits and privileges of every character hereby granted, created or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of the Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Easton Village Co. or its successors or assigns or the association the right (a) to enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Easton Village Co., its successors or assigns, or the association, or its agents, shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuing of any breach.

(35) All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Deed of Restrictions.

(36) No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(37) A Violation of any of the rules and regulations adopted by Easton Village Co. or by the association shall be deemed a violation of this Deed of Restrictions and may be enjoined as herein provided.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee, his heirs, successors and assigns forever.

And the said Grantor, Easton Village Co., for itself, its successors and assigns, does hereby covenant with the said Grantee, his heirs, successors and assigns, that it is lawfully seized of the premises aforesaid; that the same premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, and except for an open-end mortgage to Dollar Savings Association, securing \$1,050,000., dated June 19, 1974, filed June 26, 1974 in Volume 359, Page 600, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers all ninety-two (92) above described lots EXCEPT for Lots 35, 45, 46, 47, and 48, and which said mortgage is not assumed by Grantee herein but remains the exclusive liability and responsibility of Grantor herein; and except for a mortgage to The Huntington National Bank of Columbus, securing \$250,000., dated December 10, 1975, filed for record December 11, 1975, at 3:24 P.M., and recorded in Volume 378, Page 694, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers Lots

Numbers 35, 45, 46, 47, and 48, and which said mortgage is not assumed by Grantee herein but remains the exclusive liability and responsibility of Grantor herein;

And that Grantor herein will forever WARRANT AND DEFEND the same with the appurtenances, unto the said Grantee, WILLIAM V. CORBAN, TRUSTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said EASTON VILLAGE CO., in pursuance of a resolution adopted by its partners on June 6, 1974, has hereunto caused these presents to be subscribed by its three managing partners, this 29th day of January, 1976.

Signed and acknowledged in the presence of:

Thomas A. Wilhelm (As to Donald W. Kelley)
Lester E. Binkley (As to Donald W. Kelley)
Wanda S. Helms (As to Robert J. Weiler)
Lester E. Binkley (As to Robert J. Weiler)
Robert N. Caiman (As to Kenneth N. Carpenter)
Kathryn S. Waidner (As to Kenneth N. Carpenter)

EASTON VILLAGE CO.

By: Donald W. Kelley, Managing Partner

By: Robert J. Weiler

By: Kenneth N. Carpenter

RECEIVED IN FAIRFIELD COUNTY, OHIO AT 11:02 O'CLOCK AM RECORDED FEB 3 1976 RECORD DEED VOL 456 PAGE 742

FEB 2 1976

RECORDED - FAIRFIELD COUNTY LANCASTER, OHIO 45138

Fee \$ Exempt # M

STATE OF OHIO COUNTY OF FRANKLIN

ss:

BE IT REMEMBERED, that on the 29th day of January, 1976, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by Donald W. Kelley and Robert J. Weiler, two of its three Managing Partners, and as such Managing Partners, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of same to be their voluntary acts and deeds, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

CANDACE E. BINGHAM NOTARY PUBLIC, FRANKLIN COUNTY, OHIO MY COMMISSION EXPIRES JAN. 15, 1980

Notary Public

My Commission expires

STATE OF OHIO COUNTY OF FAIRFIELD

ss:

BE IT REMEMBERED, that on this 29th day of January, 1976, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., the Grantor in the foregoing Deed, by Kenneth N. Carpenter, one of its three Managing Partners, and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public KATHRYNE F. Waidner, Notary Public FRANKLIN & FAIRFIELD COUNTIES, OHIO MY COMMISSION EXPIRES 1-24-77

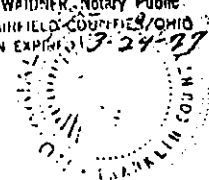
My Commission expires

This instrument prepared by William V. Corban, Attorney at Law 225 East Broad Street Columbus, Ohio 43215

TRANSFERRED

JAN 30 1976

James P. Reid County Auditor, Fairfield County, Ohio



REAL ESTATE CONVEYANCE

J Charles

Fee \$ _____

Exempt # M

James P. Reid
Auditor, Fairfield County, Ohio

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That EASTON VILLAGE CO., an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio, 43215, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by WILLIAM V. CORBAN, TRUSTEE, of the Township of Madison, County of Franklin, and State of Ohio, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said Grantee, his heirs, successors, and assigns, the following real estate, bounded and described as follows:

Partnership Filed Sept 24 1973
Fairfield County
Robert W. Leacy, Clerk of Courts
By: *William W. Winters*, Deputy

Situated in the State of Ohio, County of Fairfield, Township of Violet, being Lots Numbers Ninety-Three (93) through One Hundred Nineteen (119), both inclusive, in EASTON VILLAGE SECTION 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 84 and 85, Recorder's Office, Fairfield County, Ohio, and being Lots Numbers One Hundred Twenty (120) through One Hundred Twenty-Six (126), both inclusive, in EASTON VILLAGE SECTION 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 86 and 87, Recorder's Office, Fairfield County, Ohio.

LAST TRANSFER: Volume 454, Page 782, Deed Records, Fairfield County, Ohio.

This deed is made subject to restrictions, reservations, conditions and easements contained in all former instruments of record affecting the above described real property.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all the real property herein conveyed, and of the persons who are now or may hereafter become owners of parts thereof, and as a part of the consideration of this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of, and shall be enforced by, the Grantor, and all and any future owners of any of the real property above described; and the Grantee, for himself, his heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to said Protective Covenants:

(1) These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, his heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Notwithstanding the foregoing provisions, the Grantor reserves the right to alter or modify any or all of the restrictions contained in this instrument to further the development plan of the above described subdivision, by an instrument in writing, duly executed and recorded, and such alteration or modification shall be binding upon the owners of all lots in said above described subdivision, their heirs, successors, and assigns. This reservation to the Grantor shall cease and be of no further force or effect three (3) years from the date of this instrument. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(3) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

TRANSFERRED

JAN 13 1977
James P. Reid
Auditor, Fairfield County, Ohio

(4) No single dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style of architecture, use, materials of construction, color scheme, plot plan showing the proposed location of said dwelling upon said premises, and the plans, specifications, and details of said dwelling shall have been approved in writing by Easton Village Co., its successors or assigns, and a true copy of said plans, specifications, and details shall have been permanently lodged with Easton Village Co.; and no dwelling except such as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon said premises. In the event Easton Village Co. fails to approve or disapprove within thirty (30) days after all plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) All the above described lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than a one-single-family, private-residence-purpose building (hereinafter, for convenience, called "dwelling"), shall be erected, reconstructed, placed, or suffered to remain thereon. No detached outbuilding of any type, including but not limited to a garage, may be constructed, placed or suffered to remain on any lot herein described.

(6) The name of the builder to be employed in the construction of each structure shall be submitted to Easton Village Co., its successors or assigns, for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.

(7) No dwelling may be constructed on any lot with a garage of minimum dimensions of less than 20' x 20'. Garages shall be attached to the dwelling served and shall be built during the construction of the dwelling to which attached.

(8) No dwelling erected on any lot shall have an area less than the following prescribed minimum area: for a two-story dwelling, a minimum of nine hundred (900) square feet on foundation with a minimum total living area of one thousand, eight hundred (1,800) square feet; for a split level, a minimum total living area of one thousand, eight hundred (1,800) square feet; for a ranch a minimum total living area of one thousand, four hundred (1,400) square feet; for a bi-level (split entry), a minimum area on foundation of one thousand, three hundred (1,300) square feet; for a 1 1/2 story, a minimum of one thousand, three hundred (1,300) square feet on foundation. All requirements as to living area are exclusive of porches, basement and garage. Each dwelling shall have attached thereto a garage for a minimum of two (2) cars and a maximum of three (3) cars.

(9) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in the case of a corner lot, except that this building line requirement may be modified by the Easton Village Co. upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves and porches shall be considered as a part of the building.

(10) No lot shall hereafter be subdivided into additional lots.

(11) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(12) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(13) No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. The garage shall be constructed at the same time as the construction of the house it is intended to serve.

(14) No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivisions for a period of more

than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivisions except during the initial construction period of the structure on said lot.

(15) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(16) No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(17) No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(18) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(19) No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of specific written approval by Easton Village Co.

(20) No individual sewage disposal system shall be permitted on any lot.

(21) All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of, or excavation for the dwelling. Prior to occupancy of a dwelling, the driveway serving it shall be paved with asphaltic concrete or concrete.

(22) No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(23) Storm water drainage, under each driveway approach, shall be provided by reinforced concrete tile or galvanized pipe at least twenty (20) feet in length, and of a diameter determined by Easton Village Co., and shall be installed upon or prior to commencement of construction of the dwelling. Driveways on each lot shall be, prior to first occupancy of the dwelling constructed thereon, hard surfaced with either concrete or asphaltic concrete (blacktop).

(24) No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purpose of loading, unloading, cleaning or repairing such vehicle or boat.

(25) No house may be erected on any of the herein described lots unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front lot line. The owner of the aforementioned light shall keep the same in good repair and working condition at all times.

(26) The Grantor shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called Chevington Village Civic Association (hereinafter sometimes called the "Association"), or a similar name. Upon the formation of such association, the owner(s) of every lot in Easton Village, (as shown on the plat of record in Plat Book 11, Page 1, Recorder's Office, Fairfield County, Ohio), Easton Village Section 2, and Easton Village Section 3 shall automatically become a member in the Association and remain a member for the duration of his ownership of said lot. Each subsequent owner of any lot or lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his ownership of said lot or lots.

As additional lands adjacent to Easton Village, Easton Village Section 2 and Easton Village Section 3 and future sections of Easton Village are platted and developed by Easton Village Co., its successors or assigns, said additional lands to constitute no more than one hundred twenty (120) acres (exclusive of the initial section of Easton Village shown in the plat recorded in Plat Book 11, Page 1, Recorder's Office, Fairfield County, Ohio). Easton Village Co., its successors or assigns, may cause owners acquiring title to said lots to automatically become members in the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners in presently existing and future sections of Easton Village. Upon acceptance of delivery of a deed or contract for any lot in Easton Village Section 2 or Easton Village Section 3, each and every lot owner shall automatically agree to be subject to the obligations and duly enacted Code of Regulations and rules of the Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(27) The Association, by vote of two-thirds of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations. Easton Village Co., upon sale of ninety-five (95%) per cent of the lots in Easton Village Section 2 and Easton Village Section 3, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers herein retained by the said Easton Village Co., which assignment shall be recorded in the records of the Office of the Recorder of Fairfield County, Ohio.

If, after the said sale of ninety-five (95%) per cent of the lots in said Easton Village Section 2 and Easton Village Section 3, Easton Village Co. has not caused said Association to be formed, a majority of the then owners of said lots may cause the same to be formed, at which time all rights of Easton Village Co. as an owner of any lot in the said subdivisions will automatically be assigned to the Association, other than rights like those of any other lot owner in Easton Village Section 2 and Easton Village Section 3.

(28) No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision. Every residence unit erected on a lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts, unless written authorization to deliver it elsewhere is obtained from Easton Village Co.

(29) No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(30) A representative of Easton Village Co., its successors and assigns, shall have the right, but not the obligation, to at any time inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivision. Before any sanitary sewer tap or service lateral for any house constructed in the subdivision may be covered or the ditch back filled, the same must be examined by a representative of Easton Village Co., or its successors and assigns, and written approval subsequent to such inspection must be secured by the builder prior to covering or back filling.

(31) EASTON VILLAGE CO. reserves the sole and exclusive right, but does not assume the responsibility, to establish grades and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.

(32) EASTON VILLAGE CO. reserves the right, but does not assume the obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Easton Village Co.; and Easton Village Co. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Easton Village Co. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further, or succeeding breach or violation thereof; and Easton Village Co. shall at any and all times have the right to enforce the same.

(33) In all instances where plans and specifications are required to be submitted to and are approved by Easton Village Co., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.

(34) Each grantee of Easton Village Co., its successors or assigns, of a lot in Easton Village Section 2 or Easton Village Section 3, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and easements and the jurisdiction, rights and powers of Easton Village Co. created or reserved by this Deed of Restrictions; and all easements, rights, benefits and privileges of every character hereby granted, created or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of the Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Easton Village Co. or its successors or assigns or the Association the right (a) to enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Easton Village Co., its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuing of any breach.

(35) All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all

property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Deed of Restrictions.

(36) No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(37) A violation of any of the rules and regulations adopted by Easton Village Co. or by the Association shall be deemed a violation of this Deed of Restrictions and may be enjoined as herein provided.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee, his heirs, successors and assigns forever.

And the said Grantor, Easton Village Co., for itself, its successors and assigns, does hereby covenant with the said Grantee, his heirs, successors and assigns, that it is lawfully seized of the premises aforesaid; that the same premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, and except for an open-end mortgage to Dollar Savings Association, securing \$1,050,000., dated June 19, 1974, filed June 26, 1974 in Volume 359, Page 600, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers all of the above described lots, and which said mortgage is not assumed by Grantee herein but remains the exclusive liability and responsibility of Grantor herein.

And that Grantor herein will forever WARRANT AND DEFEND the same with the appurtenances, unto the said Grantee, WILLIAM V. CORBAN, TRUSTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said EASTON VILLAGE CO., in pursuance of a resolution adopted by its partners on June 6, 1974, has hereunto caused these presents to be subscribed by its three managing partners, these 11th/12th days of January, 1977.

Signed and acknowledged in the presence of:

EASTON VILLAGE CO.

Handwritten signatures of witnesses: Sharon Lee Tschuata (As to Donald W. Kelley), Lester E. Bingham (As to Donald W. Kelley), Sharon Lee Tschuata (As to Robert J. Weiler), Lester E. Bingham (As to Robert J. Weiler), Kenneth N. Carpenter (As to Kenneth N. Carpenter), Robert H. Carman (As to Kenneth N. Carpenter)

By: Donald W. Kelley, Managing Partner; Robert J. Weiler, Managing Partner; Kenneth N. Carpenter, Managing Partner

STATE OF OHIO COUNTY OF FRANKLIN

ss:

BE IT REMEMBERED, that on the 12th day of January, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by Donald W. Kelley, one of its three Managing Partners, and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

My Commission expires CAM/CE E. SINGHAM Notary Public, FRANKLIN COUNTY, OHIO MY COMMISSION EXPIRES JAN. 15, 1980

Signature of Notary Public and official seal.

STATE OF OHIO COUNTY OF FRANKLIN

ss:

BE IT REMEMBERED, that on the 11th day of January, 1977, before me, the

subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by Robert J. Weiler, one of its three Managing Partners, and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

CANDACE E. BINGHAM
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES JAN. 15, 1980

Candace E. Bingham
Notary Public

My Commission expires _____

STATE OF OHIO
COUNTY OF FAIRFIELD

ss:

BE IT REMEMBERED, that on this 12th day of January, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., the Grantor in the foregoing Deed, by Kenneth N. Carpenter, one of its three Managing Partners, and as such Managing Partner, duly authorized by Resolution adopted by all Partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

ROBERT H. CARMAN
Notary Public, Fairfield & Franklin Counties, Ohio
My Commission Expires June 23, 1980

Robert H. Carman
Notary Public

My Commission expires _____

10⁰⁰ R5202
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 5:29 O'CLOCK A.M.
RECORDED Jan 19 1977 Reg
INDEXED Deed VOL 466 PAGE 209

JAN 18 1977

Ray M. Zullinger
6908992 - FAIRFIELD COUNTY
LANCASTER, OHIO 43150

This Instrument prepared by
William V. Corban, Attorney at Law
225 East Broad Street
Columbus, Ohio 43215

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That EASTON VILLAGE CO., an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio, 43215, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by WILLIAM V. CORBAN, TRUSTEE, of the Township of Madison, County of Franklin, and State of Ohio, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said Grantee, his heirs, successors, and assigns, the following real estate, bounded and described as follows:

Situated in the State of Ohio, County of Fairfield, Township of Violet, being Lots Numbered One Hundred Twenty-Seven (127) through One Hundred Thirty-Six (136), both inclusive, in EASTON VILLAGE SECTION 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 103 and 104, Recorder's Office, Fairfield County, Ohio, and being Lots Numbered One Hundred Thirty-Seven (137) through One Hundred Sixty-Nine (169), both inclusive, in EASTON VILLAGE SECTION 5, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 105 and 106, Recorder's Office, Fairfield County, Ohio.

LAST TRANSFER:

This deed is made subject to restrictions, reservations, conditions and easements contained in all former instruments of record affecting the above described real property.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all the real property herein conveyed, and of the persons who are now or may hereafter become owners of parts thereof, and as a part of the consideration of this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of, and shall be enforced by, the Grantor, and all and any future owners of any of the real property above described; and the Grantee, for himself, his heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to said Protective Covenants:

(1) These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, his heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then

*Partnership Filed August 1922
Fairfield County
Robert W. Long, Clerk of Court
By *Wm. V. Corban, Trustee*, Deputy Clerk*

owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Notwithstanding the foregoing provisions, the Grantor reserves the right to alter or modify any or all of the restrictions contained in this instrument to further the development plan of the above described subdivision, by an instrument in writing, duly executed and recorded, and such alteration or modification shall be binding upon the owners of all lots in said above described subdivision, their heirs, successors, and assigns. This reservation to the Grantor shall cease and be of no further force or effect three (3) years from the date of this instrument. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(3) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(4) No single dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style of architecture, use, materials of construction, color scheme, plot plan showing the proposed location of said dwelling upon said premises, and the plans, specifications, and details of said dwelling shall have been approved in writing by Easton Village Co., its successors or assigns, and a true copy of said plans, specifications, and details shall have been permanently lodged with Easton Village Co.; and no dwelling except such as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon said premises. In the event Easton Village Co. fails to approve or disapprove within thirty (30) days after all plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) All the above described lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than a one-single-family, private-residence-purpose building (hereinafter, for convenience, called "dwelling"), shall be erected, reconstructed, placed, or suffered to remain thereon. No detached outbuilding of any type, including, but not limited to, a garage, may be constructed, placed or suffered to remain on any lot herein described.

(6) The name of the builder to be employed in the construction of each structure shall be submitted to Easton Village Co., its successors or assigns, for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.

(7) No dwelling may be constructed on any lot with a garage of minimum dimensions of less than 20' x 20'. Garages shall be attached to the dwelling served and shall be built during the construction of the dwelling to which attached.

(8) No dwelling erected on any lot shall have an area less than the following prescribed minimum area: for a

two-story dwelling, a minimum of nine hundred (900) square feet on foundation with a minimum total living area of one thousand, eight hundred (1,800) square feet; for a split level, a minimum total living area of one thousand, eight hundred (1,800) square feet; for a ranch, a minimum total living area of one thousand, four hundred (1,400) square feet; for a bi-level (split entry), a minimum area on foundation of one thousand, three hundred (1,300) square feet; for a 1 1/2 story, a minimum of one thousand, three hundred (1,300) square feet on foundation. All requirements as to living area are exclusive of porches, basement and garage. Each dwelling shall have attached thereto a garage for a minimum of two (2) cars and a maximum of three (3) cars.

(9) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in the case of a corner lot, except that this building line requirement may be modified by the Easton Village Co. upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves and porches shall be considered as part of the building.

(10) No lot shall hereafter be subdivided into additional lots.

(11) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(12) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(13) No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. The garage shall be constructed at the same time as the construction of the house it is intended to serve.

(14) No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivisions for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivisions except during the initial construction period of the structure on said lot.

(15) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(16) No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(17) No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(18) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(19) No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of specific written approval by Easton Village Co.

(20) No individual sewage disposal system shall be permitted on any lot.

(21) All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of, or excavation for the dwelling. Prior to occupancy of a dwelling, the driveway serving it shall be paved with asphaltic concrete or concrete.

(22) No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(23) Storm water drainage, under each driveway approach, shall be provided by reinforced concrete tile or galvanized pipe at least twenty (20) feet in length, and of a diameter determined by Easton Village Co., and shall be installed upon or prior to commencement of construction of the dwelling. Driveways on each lot shall be, prior to first occupancy of the dwelling constructed thereon, hard surfaced with either concrete or asphaltic concrete (blacktop).

(24) No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or

like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purpose of loading, unloading, cleaning or repairing such vehicle or boat.

(25) No house may be erected on any of the herein described lots unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front lot line. The owner of the aforementioned light shall keep the same in good repair and working condition at all times.

(26) The Grantor shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called Chevington Village Civic Association (hereinafter sometimes called the "Association"), or a similar name. Upon the formation of such association, the owner(s) of every lot in Easton Village, (as shown on the plat of record in Plat Book 11, Page 1, Recorder's Office, Fairfield County, Ohio), Easton Village Section 2, Easton Village Section 3, Easton Village Section 4, and Easton Village Section 5 shall automatically become a member in the Association and remain a member for the duration of his ownership of said lot. Each subsequent owner of any lot or lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his ownership of said lot or lots.

As additional lands adjacent to Easton Village, Easton Village Section 2, Easton Village Section 3, Easton Village Section 4, and Easton Village Section 5 and future sections of Easton Village are platted and developed by Easton Village Co., its successors or assigns, Easton Village Co., its successors or assigns, may cause owners acquiring title to said lots to automatically become members in the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners in presently existing and future sections of Easton Village. Upon acceptance of delivery of a deed or contract for any lot in Easton Village Section 4 or Easton Village Section 5, each and every lot owner shall automatically agree to be subject to the obligations and duly enacted Code of Regulations and rules of the Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(27) The Association, by vote of two-thirds of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations. Easton Village Co., upon sale of ninety-five (95%) per cent of the lots in Easton Village Section 4 and Easton Village Section 5, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers herein retained by the said Easton Village Co., which assignment shall be recorded in the records of the Office of the Recorder of Fairfield County, Ohio.

If, after the said sale of ninety-five (95%) per cent of the lots in said Easton Village Section 4 and Easton Village Section 5, Easton Village Co. has not caused said Association to be formed, a majority of the then owners of said lots may cause the same to be formed, at which time all rights of Easton Village Co. as an owner of any lot in the said subdivisions will automatically be assigned to the Association, other than rights like those of any other lot owner in Easton Village Section 4 and Easton Village Section 5.

(28) No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivisions. Every residence unit erected on a lot in the subdivisions shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts, unless written authorization to deliver it elsewhere is obtained from Easton Village Co.

(29) No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(30) A representative of Easton Village Co., its successors and assigns, shall have the right, but not the obligation, to at any time inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivisions. Before any sanitary sewer tap or service lateral for any house constructed in the subdivisions may be covered or the ditch back filled, the same must be examined by a representative of Easton Village Co., or its successors and assigns, and written approval subsequent to such inspection must be secured by the builder prior to covering or back filling.

(31) EASTON VILLAGE CO. reserves the sole and exclusive right, but does not assume the responsibility, to establish grades and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.

(32) EASTON VILLAGE CO. reserves the right, but does not assume the obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to

enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Easton Village Co.; and Easton Village Co. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Easton Village Co. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further, or succeeding breach or violation thereof; and Easton Village Co. shall at any and all times have the right to enforce the same.

(33) In all instances where plans and specifications are required to be submitted to and are approved by Easton Village Co., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.

(34) Each grantee of Easton Village Co., its successors or assigns, of a lot in Easton Village Section 4 or Easton Village Section 5, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and easements and the jurisdiction, rights and powers of Easton Village Co. created or reserved by this Deed of Restrictions; and all easements, rights, benefits and privileges of every character hereby granted, created or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and issue to the benefit of such owner, in like manner as though the provisions of the Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Easton Village Co. or its successors or assigns or the Association the right (a) to enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Easton Village Co., its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuing of any breach.

(35) All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Deed of Restrictions.

(36) No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(37) A violation of any of the rules and regulations adopted by Easton Village Co. or by the Association shall be deemed a violation of this Deed of Restrictions and may be enjoined as herein provided.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee, his heirs, successors and assigns forever.

And the said Grantor, Easton Village Co., for itself, its successors and assigns, does hereby covenant with the said Grantee, his heirs, successors and assigns, that it is lawfully seized of the premises aforesaid; that the same premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, and except for an open end mortgage to The Huntington Mortgage Company, securing \$483,000.00, dated October 21, 1977, filed October 24, 1977, in Volume 483, Page 753, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers all of the above described lots, and which said mortgage is not assumed by Grantee herein, but remains the exclusive liability and responsibility of Grantor herein.

And that Grantor herein will forever WARRANT AND DEFEND the same with the appurtenances, unto the said Grantee, WILLIAM V. CORBAN, TRUSTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said EASTON VILLAGE CO., in pursuance of a resolution adopted by its partners on June 6, 1974, has hereunto caused these presents to be subscribed by its three managing partners, ~~these this 27th~~ days of ~~November~~, 1977.

Signed and acknowledged in the presence of

EASTON VILLAGE CO., An Ohio General Partnership

Ela - [Signature]
(As to Donald W. Kelley)

By: [Signature]
Donald W. Kelley, Managing Partner

[Signature]
(As to Donald W. Kelley)

By: [Signature]
Robert J. Weiler, Managing Partner

Ela - [Signature]
(As to Robert J. Weiler)

By: [Signature]
Kenneth N. Carpenter, Managing Partner

[Signature]
(As to Robert J. Weiler)

Ela - [Signature]
(As to Kenneth N. Carpenter)

[Signature]
As to Kenneth N. Carpenter;

STATE OF OHIO ss.
COUNTY OF LICKING

BE IT REMEMBERED, that on the 29th day of November, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by Donald W. Kelley, one of its three Managing Partners, and as such Managing Partner, duly authorized by

208888

resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

Carole E. Binkman
Notary Public

My Commission expires 6-16-82

STATE OF OHIO
COUNTY OF LICKING ss.

CAROL E. BINKMAN, Notary Public
FRANKLIN & LAMAR COUNTIES, OHIO
MY COMMISSION EXPIRES 6-16-82

BE IT REMEMBERED, that on the ^{29th} day of November, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by Robert J. Weiler, one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

Carole E. Binkman
Notary Public

My Commission expires 6-16-82

STATE OF OHIO
COUNTY OF LICKING ss.

CAROL E. BINKMAN, Notary Public
FRANKLIN & LAMAR COUNTIES, OHIO
MY COMMISSION EXPIRES 6-16-82

BE IT REMEMBERED, that on this ^{29th} day of November, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., the Grantor in the foregoing Deed, by Kenneth N. Carpenter, one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Carole E. Binkman
Notary Public

My Commission expires 6-16-82

CAROL E. BINKMAN, Notary Public
FRANKLIN & LAMAR COUNTIES, OHIO
MY COMMISSION EXPIRES 6-16-82

This Instrument was prepared by
William V. Corban, Attorney at Law
431 West Broad Street, Box 34
Pataaskala, Ohio 43062

1200
96828 Ref
RECEIVED IN TARRANT COUNTY, OHIO
RECORDED DEC-6 1977
BOOK 426 PAGE 161

DEC 5 1977

Ray M. Zollinger
RECORDER - FRANKLIN COUNTY
LANCASTER, OHIO 43128

TRANSFERRED

DEC 5 1977

James P. Reid
County Auditor, Franklin County, Ohio

REAL ESTATE CONVEYANCE
Fee \$ _____
Exempt: 1 M

James P. Reid
Auditor, Franklin County, Ohio

Vol. 476 Page 269

REAL ESTATE CONVEYANCE

Fec \$ _____

Exempt # M

TRANSFERRED

JAN 13 1978

WARRANTY DEED

James P. Reid
Auditor, Fairfield County, Ohio

James P. Reid
County Auditor, Fairfield County, Ohio

Partnership Filed...
Fairfield County
Robert W. Lacey, Clerk of Courts
144 - Emory H. Miller, Register

KNOW ALL MEN BY THESE PRESENTS: That EASTON VILLAGE CO., an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio, 43215, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by WILLIAM V. CORBAN, TRUSTEE, of the Township of Madison, County of Franklin, and State of Ohio, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said Grantee, his heirs, successors, and assigns, the following real estate, bounded and described as follows:

Situated in the State of Ohio, County of Fairfield, Township of Violet, being Lots Numbered One Hundred Seventy (170) through Two Hundred Five (205), both inclusive, in EASTON VILLAGE SECTION 6, as the same are numbered and delineated upon the recorded Plat thereof, of record in Plat Book 11, Pages 125 and 126, Recorder's Office, Fairfield County, Ohio.

LAST TRANSFER: Deed Volume 438, Page 549, Recorder's Office, Fairfield County, Ohio.

This deed is made subject to restrictions, reservations, conditions and easements contained in all former instruments of record affecting the above described real property.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all the real property herein conveyed, and of the persons who are now or may hereafter become owners of parts thereof, and as a part of the consideration of this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of, and shall be enforced by, the Grantor, and all and any future owners of any of the real property above described; and the Grantee, for himself, his heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to said Protective Covenants:

(1) These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, his heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Notwithstanding the foregoing provisions, the Grantor reserves the right to alter or modify any or all of

the restrictions contained in this instrument to further the development plan of the above described subdivision, by an instrument in writing, duly executed and recorded, and such alteration or modification shall be binding upon the owners of all lots in said above described subdivision, their heirs, successors, and assigns. This reservation to the Grantor shall cease and be of no further force or effect three (3) years from the date of this instrument. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(3) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(4) No single dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style of architecture, use, materials of construction, color scheme, plot plan showing the proposed location of said dwelling upon said premises, and the plans, specifications, and details of said dwelling shall have been approved in writing by Easton Village Co., its successors or assigns, and a true copy of said plans, specifications, and details shall have been permanently lodged with Easton Village Co.; and no dwelling except such as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon said premises. In the event Easton Village Co. fails to approve or disapprove within thirty (30) days after all plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) All the above described lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than a one-single-family, private-residence purpose building (hereinafter, for convenience, called "dwelling"), shall be erected, reconstructed, placed, or suffered to remain thereon. No detached outbuilding of any type, including, but not limited to, a garage, may be constructed, placed or suffered to remain on any lot herein described.

(6) The name of the builder to be employed in the construction of each structure shall be submitted to Easton Village Co., its successors or assigns, for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.

(7) No dwelling may be constructed on any lot with a garage of minimum dimensions of less than 20' x 20'. Garages shall be attached to the dwelling served and shall be built during the construction of the dwelling to which attached.

(8) No dwelling erected on any lot shall have an area less than the following prescribed minimum area: for a two-story dwelling, a minimum of nine hundred (900) square feet on foundation with a minimum total living area of one thousand, eight hundred (1,800) square feet; for a split level, a minimum total living area of one thousand, eight

hundred (1,000) square feet; for a ranch, a minimum total living area of one thousand, four hundred (1,400) square feet; for a bi-level (split entry), a minimum area on foundation of one thousand, three hundred (1,300) square feet; for a 1 1/2 story, a minimum of one thousand, three hundred (1,300) square feet on foundation. All requirements as to living area are exclusive of porches, basement and garage. Each dwelling shall have attached thereto a garage for a minimum of two (2) cars and a maximum of three (3) cars.

(9) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in the case of a corner lot, except that this building line requirement may be modified by the Easton Village Co. upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves and porches shall be considered as part of the building.

(10) No lot shall hereafter be subdivided into additional lots.

(11) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(12) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(13) No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. The garage shall be constructed at the same time as the construction of the house it is intended to serve.

(14) No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivision except during the initial construction period of the structure on said lot.

(15) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(16) No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(17) No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(18) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(19) No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of a specific written approval by Easton Village Co.

(20) No individual sewage disposal system shall be permitted on any lot.

(21) All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of, or excavation for, the dwelling. Prior to occupancy of a dwelling, the driveway serving it shall be paved with asphaltic concrete or concrete.

(22) No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(23) Storm water drainage, under each driveway approach, shall be provided by reinforced concrete tile or galvanized pipe at least twenty (20) feet in length, and of a diameter determined by Easton Village Co., and shall be installed upon or prior to commencement of construction of the dwelling. Driveways on each lot shall be, prior to first occupancy of the dwelling constructed thereon, hard surfaced with either concrete or asphaltic concrete (blacktop).

(24) No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or

like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purpose of loading, unloading, cleaning or repairing such vehicle or boat.

(25) No house may be erected on any of the herein described lots unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front lot line. The owner of the aforementioned light shall keep the same in good repair and working condition at all times.

(26) The Grantor shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called Chevington Village Civic Association (hereinafter sometimes called the "Association"), or a similar name. Upon the formation of such association, the owner(s) of every lot in Easton Village, (as shown on the plat of record in Plat Book 11, Page 1, Recorder's Office, Fairfield County, Ohio), Easton Village Section 2, Easton Village Section 3, Easton Village Section 4, Easton Village Section 5, and Easton Village Section 6 shall automatically become a member in the Association and remain a member for the duration of his ownership of said lot. Each subsequent owner of any lot or lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his ownership of said lot or lots.

As additional lands adjacent to Easton Village, Easton Village Section 2, Easton Village Section 3, Easton Village Section 4, Easton Village Section 5, and Easton Village Section 6 and future sections of Easton Village are platted and developed by Easton Village Co., its successors or assigns, Easton Village Co., its successors or assigns, may cause owners acquiring title to said lots to automatically become members in the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners in presently existing and future sections of Easton Village. Upon acceptance of delivery of a deed or contract for any lot in Easton Village Section 6, each and every lot owner shall automatically agree to be subject to the obligations and duly enacted Code of Regulations and rules of the Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(27) The Association, by vote of two-thirds of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations. Easton Village Co., upon sale of ninety-five (95%) per cent of the lots in Easton Village Section 6, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers herein retained by the said Easton Village Co., which assignment shall be recorded in the records of the Office of the Recorder of Fairfield County, Ohio.

If, after the said sale of ninety-five (95%) per cent of the lots in said Easton Village Section 6, Easton Village Co. has not caused said Association to be formed, a majority of the then owners of said lots may cause the same to be formed, at which time all rights of Easton Village Co. as an owner of any lot in the said subdivision will automatically be assigned to the Association, other than rights like those of any other lot owner in Easton Village Section 6.

(28) No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision. Every residence unit erected on a lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts, unless written authorization to deliver it elsewhere is obtained from Easton Village Co.

(29) No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(30) A representative of Easton Village Co., its successors and assigns, shall have the right, but not the obligation, to at any time inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivision. Before any sanitary sewer tap or service lateral for any house constructed in the subdivision may be covered or the ditch back filled, the same must be examined by a representative of Easton Village Co., or its successors and assigns, and written approval subsequent to such inspection must be secured by the builder prior to covering or back filling.

(31) EASTON VILLAGE CO. reserves the sole and exclusive right, but does not assume the responsibility, to establish grades and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.

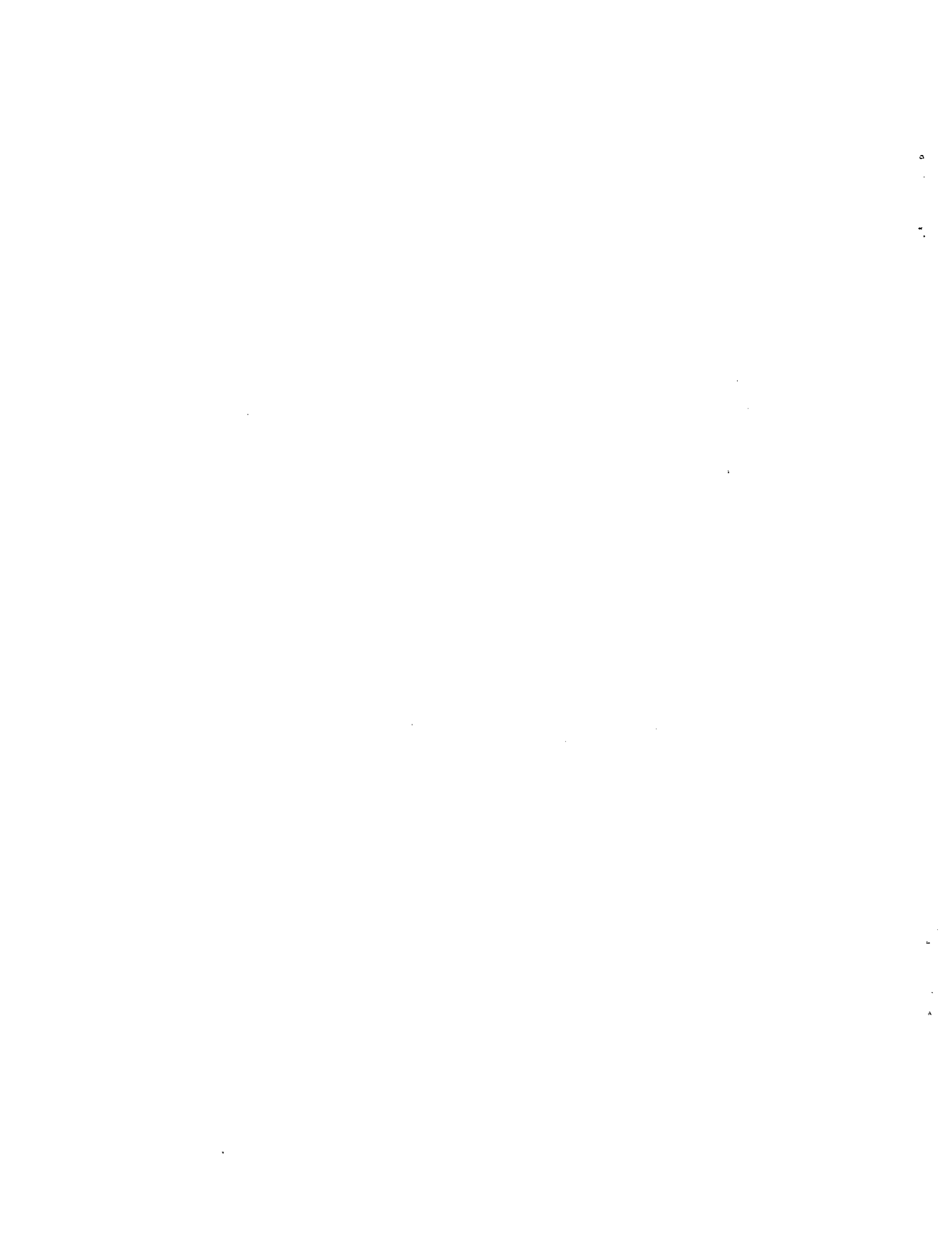
(32) EASTON VILLAGE CO. reserves the right, but does not assume the obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to

enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Easton Village Co.; and Easton Village Co. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Easton Village Co. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further, or succeeding breach or violation thereof; and Easton Village Co. shall at any and all times have the right to enforce the same.

(33) In all instances where plans and specifications are required to be submitted to and are approved by Easton Village Co., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.

(34) Each grantee of Easton Village Co., its successors or assigns, of a lot in Easton Village Section 6, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and easements and the jurisdiction, rights and powers of Easton Village Co. created or reserved by this Deed of Restrictions; and all easements, rights, benefits and privileges of every character hereby granted, created or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of the Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Easton Village Co. or its successors or assigns or the Association the right (a) to enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Easton Village Co., its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuing of any breach.

(35) All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Deed of Restrictions.



(36) No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(37) A violation of any of the rules and regulations adopted by Easton Village Co. or by the Association shall be deemed a violation of this Deed of Restrictions and may be enjoined as herein provided.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee, his heirs, successors and assigns forever.

And the said Grantor, Easton Village Co., for itself, its successors and assigns, does hereby covenant with the said Grantee, his heirs, successors and assigns, that it is lawfully seized of the premises aforesaid; that the same premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, and except for an open end mortgage to The Huntington Mortgage Company, securing \$900,000.00, dated April 29, 1977, filed May 2, 1977, in Volume 395, Page 335, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers all of the above described lots, and which said mortgage is not assumed by Grantee herein, but remains the exclusive liability and responsibility of Grantor herein.

And that Grantor herein will forever WARRANT AND DEFEND the same with the appurtenances, unto the said Grantee, WILLIAM V. CORRAN, TRUSTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said EASTON VILLAGE CO., in pursuance of a resolution adopted by its partners on June 6, 1974, has hereunto caused these presents to be subscribed by its three managing partners, these 30th and 31st days of December, 1977.

Signed and acknowledged in the presence of

Paul G. Berry
(As to Donald W. Kelley)
John E. Parker
(As to Donald W. Kelley)
Randy McCannock
(As to Robert J. Weller)
Robert J. Weller
(As to Robert J. Weller)
Kenneth N. Carpenter
(As to Kenneth N. Carpenter)
Kenneth N. Carpenter
(As to Kenneth N. Carpenter)

EASTON VILLAGE CO.,
An Ohio General Partnership
By: Donald W. Kelley
Donald W. Kelley, Managing Partner
By: Robert J. Weller
Robert J. Weller, Managing Partner
By: Kenneth N. Carpenter
Kenneth N. Carpenter, Managing Partner

STATE OF OHIO
COUNTY OF FRANKLIN ss.

BE IT REMEMBERED, that on the 30th day of December, 1977, before me, the subscriber, a Notary Public in and for said County,

personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by DONALD W. KELLEY, one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

Paul D. Morris
Notary Public

My Commission expires 5-29-78

STATE OF OHIO
COUNTY OF FRANKLIN ss.

BE IT REMEMBERED, that on the 30th day of December, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by ROBERT J. WEILER, one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

Paul D. Morris
Notary Public

My Commission expires 5-29-78

STATE OF OHIO
COUNTY OF FAIRFIELD ss.

BE IT REMEMBERED, that on this 31st day of December, 1977, before me, the subscriber, a Notary Public in and for said County, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by KENNETH N. CARPENTER, one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said Partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Lathen L. Waikou
Notary Public
FRANKLIN & FAIRFIELD COUNTIES, OHIO
MY COMMISSION EXPIRES

My Commission expires 3-25-82

This Instrument was prepared by
William V. Corban, Attorney at Law
431 West Broad Street, Box 34
Pataskala, Ohio 43062

1200 97992 RECEIVED IN FRANKLIN COUNTY, OHIO
JAN 13 1978
Deed will 124

JAN 13 1978

Ryan J. Zilber
Notary Public

TRANSFERRED

REAL ESTATE CONVEYANCE

Fee \$ _____

Exempt # M

JAN 13 1978

WARRANTY DEED

James P. Reid
Recorder, Fairfield County, Ohio

James P. Reid
Recorder, Fairfield County, Ohio

*Accepted and acknowledged
in the presence of
Robert W. Lacey, Clerk of Courts
Fairfield County, Ohio
1/13/78*

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM V. CORBAN, TRUSTEE, of the Township of Madison, County of Franklin, and State of Ohio, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to him paid by Easton Village Co., an Ohio General Partnership, whose tax mailing address is c/o Donald W. Kelley, 225 East Broad Street, City of Columbus, County of Franklin, State of Ohio, Grantee, the receipt of which consideration is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, AND CONVEY to said Easton Village Co., its successors and assigns forever, the following REAL PROPERTY, bounded and described as follows: Situated in the State of Ohio, County of Fairfield, Township of Violet, and further described as follows:

Being Lots Numbered One Hundred Seventy (170) through Two Hundred Five (205), both inclusive, in EASTON VILLAGE SECTION 6, as the same are numbered and delineated upon the recorded Plat thereof, of record in Plat Book 11, Pages 125 and 126, Recorder's Office, Fairfield County, Ohio.

LAST TRANSFER: Deed Volume 477, Page 174, Recorder's Office, Fairfield County, Ohio.

This Deed is executed and delivered, and delivery accepted subject to restrictions, reservations, conditions, and easements contained in all former instruments of record affecting the above described REAL PROPERTY; further, this Deed is subject to taxes and assessments, now or hereafter due; and subject to an Open End Mortgage to The Huntington Mortgage Company, securing Nine Hundred Thousand Dollars (\$900,000.00), dated April 29, 1977, filed May 2, 1977, in Volume 395, Page 335, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers all the above described lots, and which said mortgage is the sole and exclusive obligation of Easton Village Co.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, Easton Village Co., its successors and assigns forever.

And the said Grantor, William V. Corban, Trustee, for himself and his heirs, successors and assigns, does hereby covenant with the said Grantee, its successors and assigns that he is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR OF ALL ENCUMBRANCES WHATSOEVER, excepting only those set forth hereinabove.

And that Grantor herein will forever WARRANT AND DEFEND the same with the appurtenances unto the said Grantee, Easton Village Co., its successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said William V. Corban, Trustee, has hereunto set his hand, this 3rd day of January, 1978.

Signed and acknowledged in the presence of

Ela D...
Robert W. Lacey

William V. Corban
William V. Corban, Trustee

430662

STATE OF OHIO
COUNTY OF LICKING

ss.

BE IT REMEMBERED, that on this 3rd day of January, 1978 before me, the subscriber, a Notary Public in and for said County, personally came the above named WILLIAM V. CORBAN, TRUSTEE, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Carlton E. ...
Notary Public

My Commission expires C-14-FL

SHOULDER, JAMES W. Notary Public
FRANKLIN & CLAYTON, OHIO
MY COMMISSION EXPIRES 12-31-82

97993 *FL*

500 RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 3:55 PM
RECORDED JAN-17-78
RECORDED *Deed* VOL 477 PAGE 184

JAN 13 1978

Ray M. Zilbing
NOTARY PUBLIC
LICKING, OHIO 43062

This Instrument was prepared by
William V. Corban, Attorney at Law
431 West Broad Street, Box 34
Pataskala, Ohio 43062

Partnership Filed 9-24-73
 in Fairfield County
 Rosh A. Zollinger, Recorder
 By [Signature] Deputy Recorder

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That EASTON VILLAGE CO., an Ohio General Partnership, having its principal place of business at 225 East Broad Street, Columbus, Ohio, 43215, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by WILLIAM V. CORBAN, TRUSTEE, of the Township of Madison, County of Franklin, and State of Ohio, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said Grantee, his heirs, successors, and assigns, the following real estate, bounded and described as follows:

Situated in the State of Ohio, County of Fairfield, Township of Violet, being Lots Numbered Two Hundred Six (206) through Two Hundred Twency (220), both inclusive, in EASTON VILLAGE SECTION 7, as the same are numbered and delineated upon the recorded Plat thereof, of record in Plat Cabinet 1, Slot 36, Recorder's Office, Fairfield County, Ohio

LAST TRANSFER: Deed Volume 454, Page 782, Recorder's Office, Fairfield County, Ohio.

This deed is made subject to restrictions, reservations, conditions and easements contained in all former instruments of record affecting the above described real property.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all the real property herein conveyed, and of the persons who are now or may hereafter become owners of parts thereof, and as a part of the consideration of this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of, and shall be enforced by, the Grantor, and all and any future owners of any of the real property above described; and the Grantee, for himself, his heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to said Protective Covenants:

(1) These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, his heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(2) Notwithstanding the foregoing provisions, the Grantor reserves the right to alter or modify any or all of the restrictions contained in this instrument to further the development plan of the above described subdivision, by an instrument in writing, duly executed and recorded, and such alteration or modification shall be binding upon the owners of all lots in said above described subdivision, their heirs, successors, and assigns. This reservation to the Grantor shall cease and be of no further force or effect three (3) years from the date of this instrument. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

(3) Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(4) No single family or twin single dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style of architecture, use, materials of construction, color scheme, plot plan showing the proposed location of said dwelling upon said premises, and the plans, specifications, and details of said dwelling shall have been approved in writing by Easton Village Co., its successors or assigns, and a true copy of said plans, specifications, and details shall have been permanently lodged with Easton Village Co.; and no dwelling except such as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon said premises. In the event Easton Village Co. fails to approve or disapprove within thirty (30) days after all plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) Lots Numbered Two Hundred Eighteen (218) through Two Hundred Twenty (220), both inclusive, shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants; and no other than a one-single-family, private-residence-purpose building (hereinafter, for convenience, called "dwelling"), shall be erected, reconstructed, placed, or suffered to remain thereon. Lots Numbered Two Hundred Six (206) through Two Hundred Seventeen (217), both inclusive, shall be used and occupied solely and exclusively for residential purposes by one, one or two family, building; and no other than one, one or two family, residence-purpose building (hereinafter, for convenience called "dwelling"), shall be erected, reconstructed, placed or suffered to remain thereon. No detached outbuilding of any type, including but not limited to a garage, may be constructed, placed or suffered to remain on any lot herein described.

(6) The name of the builder to be employed in the construction of each structure shall be submitted to Easton Village Co., its successors or assigns, for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.

(7) No single family dwelling may be constructed on any lot with a garage of minimum dimensions of less than 20' x 20', and no twin single dwelling may be constructed with a minimum of less than two 10' x 20' garages, which may be combined into a 20' x 20' garage. Garages shall be attached to the dwelling served and shall be built during the construction of the dwelling to which attached.

(8) No single family dwelling erected on any lot shall have an area less than the following prescribed minimum area: for a two-story dwelling, a minimum of nine hundred (900) square feet on foundation with a minimum total living area of one thousand, eight hundred (1,800) square feet; for a split level, a minimum total living area of one thousand, eight hundred (1,800) square feet; for a ranch, a minimum total living area of one thousand, four hundred (1,400) square feet; for a bi-level (split entry), a minimum area on foundation of one thousand, three hundred (1,300) square feet; for a 1-1/2 story, a minimum of one thousand, three hundred (1,300) square feet on foundation. All requirements as to living area are exclusive of porches, basement and garage. No two-family (twin single) dwelling erected on any lot shall have a living area less than two thousand, (2,000) square feet, said area being the total for both living units, exclusive of porches, basement and garage. Each single family dwelling shall have attached thereto a garage for a minimum of two (2) cars and a maximum of three (3) cars.

(9) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in the case of a corner lot, except that this building line requirement may be modified by the Easton Village Co. upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves and porches shall be considered as a part of the building.

(10) No lot shall hereafter be subdivided into additional lots.

(11) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(12) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(13) No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

(14) No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or tenant, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivision except during the initial construction period of the structure on said lot.

(15) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(16) No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(17) No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(18) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(19) No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of a specific written approval by Easton Village Co.

(20) No individual sewage disposal system shall be permitted on any lot.

(21) All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of, or excavation for, the dwelling. Prior to occupancy of a dwelling, the driveway serving it shall be paved with asphaltic concrete or concrete.

(22) No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such inter-

sections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(23) Storm water drainage, under each driveway approach, shall be provided by reinforced concrete tile or galvanized pipe at least twenty (20) feet in length, and of a diameter determined by Easton Village Co., and shall be installed upon or prior to commencement of construction of the dwelling. Driveways on each lot shall be, prior to first occupancy of the dwelling constructed thereon, hard surfaced with either concrete or asphaltic concrete (blacktop).

(24) No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purpose of loading, unloading, cleaning or repairing such vehicle or boat.

(25) No house may be erected on any of the herein described lots unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front lot line. The owner of the aforementioned light shall keep the same in good repair and working condition at all times.

(26) The Grantor has cause to be incorporated a non-profit corporation under the laws of the State of Ohio, called Chevington Village Civic Association (hereinafter sometimes called the "Association"). The owner(s) of every lot in Easton Village, (as shown on the plat of record in Plat Book 11, Page 1, Recorder's Office, Fairfield County, Ohio), Easton Village Section 2, Easton Village Section 3, Easton Village Section 4, Easton Village Section 5, Easton Village Section 6, and Easton Village Section 7, shall automatically become a member in the Association and remain a member for the duration of his ownership of said lot. Each subsequent owner of any lot or lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his ownership of said lot or lots.

As additional lands adjacent to Easton Village, Easton Village Section 2, Easton Village Section 3, Easton Village Section 4, Easton Village Section 5, Easton Village Section 6, and Easton Village Section 7, and future sections of Easton Village are platted and developed by Easton Village Co., its successors or assigns, Easton Village Co., its successors or assigns, may cause owners acquiring title to said lots to automatically become members in the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said Lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners in presently existing and future sections of Easton Village. By acceptance of delivery of a deed or contract for any lot in Easton Village Section 7, each and every lot owner automatically agrees to be subject to the obligations and duly enacted Code of Regulations and rules of the Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(27) The Association, by vote of two-thirds of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations. Easton Village Co., upon sale of ninety-five (95%) per cent of the lots in Easton Village Section 7, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers herein retained by the said Easton Village Co., which assignment shall be recorded in the records of the Office of the Recorder of Fairfield County, Ohio.

(28) No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision. Every residence unit erected on a lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts, unless written authorization to deliver it elsewhere is obtained from Easton Village Co.

(29) No sanitary facilities or waste water facilities such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(30) A representative of Easton Village Co., its successors and assigns, shall have the right, but not the obligation, to at any time inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivision. Before any sanitary sewer tap or service lateral for any house constructed in the subdivision may be covered or the ditch back filled, the same must be examined by a representative of Easton Village Co., or its successors and assigns, and written approval subsequent to such inspection must be secured by the builder prior to covering or back filling.

(31) EASTON VILLAGE CO. reserves the sole and exclusive right, but does not assume the responsibility, to establish grades and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.

(32) EASTON VILLAGE CO. reserves the right, but does not assume the obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Easton Village Co.; and Easton Village Co. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Easton Village Co. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further, or succeeding breach or violation thereof; and Easton Village Co. shall at any and all times have the right to enforce the same.

(33) In all instances where plans and specifications are required to be submitted to and are approved by Easton Village Co., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.

(34) Each grantee of Easton Village Co., its successors or assigns, of a lot in Easton Village Section 7, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and easements and the jurisdiction, rights and powers of Easton Village Co. created or reserved by this Deed of Restrictions; and all easements, rights, benefits and privileges of every character hereby granted, created or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of the Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Easton Village Co. or its successors or assigns or the Association the right (a) to enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Easton Village Co., its successors or assigns, or the Association, or its agents,

shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuing of any breach.

(35) All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Deed of Restrictions.

(36) No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(37) A violation of any of the rules and regulations adopted by Easton Village Co. or by the Association shall be deemed a violation of this Deed of Restrictions and may be enjoined as herein provided.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee, his heirs, successors and assigns forever.

And the said Grantor, Easton Village Co., for itself, its successors and assigns, does hereby covenant with the said Grantee, his heirs, successors and assigns, that it is lawfully seized of the premises aforesaid; that the same premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, and except for a mortgage to Franklin Federal Savings and Loan Association, securing \$150,000.00, dated January 18, 1980, filed JANUARY 22, 1980, in MORTGAGE Volume 424, Page 559, Mortgage Records, Fairfield County, Ohio, which said mortgage encumbers all of the above described lots, and which said mortgage is not assumed by Grantee herein, but remains the exclusive liability and responsibility of Grantor herein.

And that Grantor herein will forever WARRANT AND DEFEND the same with the appurtenances, unto the said Grantee, WILLIAM V. CORBAN, TRUSTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said EASTON VILLAGE CO., in pursuance of a resolution adopted by its partners on June 6, 1974, has hereunto caused these presents to be subscribed by two of its three managing partners, these 19th 8.25th days of August, 1980.

Signed and acknowledged
in the presence of

EASTON VILLAGE CO.,
An Ohio General Partnership

Spicer J. McHenry
(As to No. 1)
Maquita E. Parker
(As to No. 1)
Patricia J. Resler
(As to No. 2)
Robert J. Warkow
(As to No. 2)

1. By: Harold J. Kelly, Partner
2. By: Ken H. Carpenter, My Partner

STATE OF OHIO

ss.

BE IT REMEMBERED, that on the 19th day of August, 1980, before me, the subscriber, a Notary Public in and for said State, personally came the above named

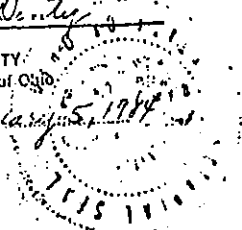
EASTON VILLAGE CO., Grantor in the foregoing Deed, by Donald W. Kelley one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 7, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

Sally J. McGinty
Notary Public
SALLY J. MCGINTY
Notary Public, State of Ohio

My Commission expires February 5, 1984

My Commission Expires February 5, 1984



STATE OF OHIO

ss.

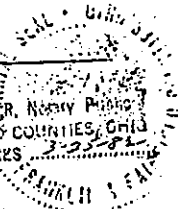
BE IT REMEMBERED, that on the 22nd day of August, 1980, before me, the subscriber, a Notary Public in and for said State, personally came the above named EASTON VILLAGE CO., Grantor in the foregoing Deed, by one of its three Managing Partners, and as such Managing Partner, duly authorized by resolution adopted by all partners of said Partnership on June 6, 1974, acknowledged the signing of same to be his voluntary act and deed, for and as the act and deed of said partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

Kathyrne F. Waidner
Notary Public

My Commission expires 3-25-82

KATHRYNE F. WAIDNER, Notary Public
FRANKLIN & FAIRFIELD COUNTIES, OHIO
MY COMMISSION EXPIRES 3-25-82



TRANSFERRED

REAL ESTATE CONVEYANCE

Fee \$ _____

Exempt # M

AUG 27 1980

James P. Reid
County Auditor, Fairfield County, Ohio

James P. Reid
Auditor, Fairfield County, Ohio

26123

1000
RECEIVED IN FAIRFIELD COUNTY, OHIO
at 8:30 o'clock AM
RECORDED 419-28 19 80
RECORDED VOL 499 PAGE 474

AUG 27 1980

Rep. M. Zellinger
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130