PB 5 P 203
SLOT 348

PORTERSVILLE ESTATES

1/2

200400002690
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
04-28-2004 At 10:18 am.
PLAT 113.40

Instrum
200400000

PORTERSVILLE
ESTATES
LEGAL DESCRIPTION

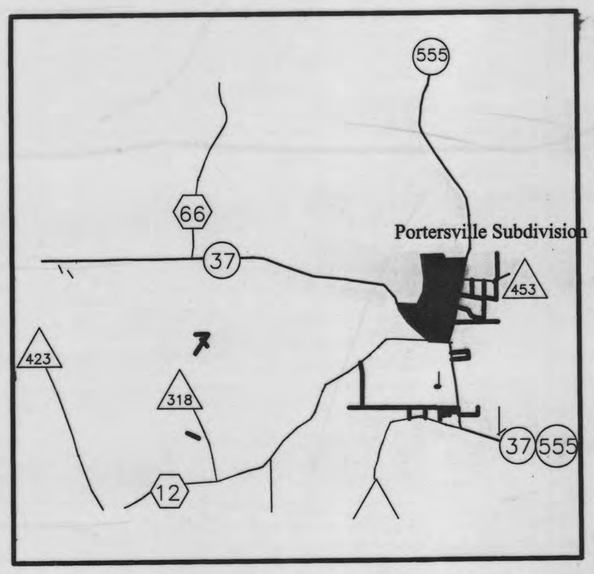
Being a part of the Northeast Quarter of Section 24, Township 13 North, Range 14 West, Bearfield Township, Perry County, Ohio and being the lands of Countrytyme, OR 306, Page 2650, and being more particularly described as follows:

Beginning, for reference, at an iron pin found at the northwest corner of the Northeast Quarter of Section 24; thence South 89° 57' 52" East 1339.10 feet along the north line of Section 24 to an iron pin found and the principal place of beginning of the tract herein to be described; thence South 89° 57' 52" East 400.35 feet to a point on the north line of Section 24; thence South 22° 49' 37" East 87.12 feet to an iron pin found, passing an iron pin found at 14.00 feet; thence South 89° 57' 52" East 379.50 feet to a point in the centerline of S. R. 555, passing a fence post at 349.50 feet; thence South 13° 33' 09" West 369.65 feet to a point in the centerline of S. R. 555; thence South 12° 04' 15" West 694.04 feet to a point in the centerline of S. R. 555; thence South 13° 05' 48" West 80.80 feet to a point in the centerline of S. R. 555; thence South 14° 55' 28" West 335.31 feet to a point at the intersection of S. R. 555 and S. R. 37; thence North 87° 45' 15" West 279.70 feet to a point in the centerline of S. R. 37; thence North 75° 50' 35" West 96.86 feet to a point in the centerline of S. R. 37; thence North 50° 53' 47" West 81.02 feet to a point in the centerline or S. R. 37; thence North 42° 18' 40" West 209.67 feet to a point in the centerline of S. R. 37; thence North 46° 07' 10" West 234.20 feet to a point in the centerline of S. R. 37; thence North 38° 54' 00" West 137.95 feet to a point in the centerline of S. R. 37; thence North 30° 03' 43" West 131.15 feet to a point in the centerline of S. R. 37; thence North 35° 12' 20" West 64.36 feet to a point in the centerline of S, R. 37; thence South 86° 10' 59" East 378.17 feet to an iron pin found, passing an iron pin found at 50.53 feet; thence North 22° 37' 31" East 88.49 feet to an iron pin found; thence North 29° 06' 27" East 155.34 feet to an iron pin found; thence North 05° 35' 45" East 227.42 feet to an iron pin found; thence North 06° 46' 39" West 429.39 feet to the place of beginning. The tract, as surveyed, contains 24.62 acres, more or less, subject to all highways and easements of record.

Bearings in the above description are based on the north line of Section 24 bearing South 89° 57' 52" East.

The above description is based on a survey by Kevin Cannon made February 16, 1994 as shown in OR 296, Page 231 and limited field work by Benz Engineering & Surveying performed January 9, 2004.

T. Chris Wilson
Ohio Reg. Surveyor No. 6465
Date: 4/7/04



LOCATION MAP
SCALE: 1" = 1000'

Portersville Estates

Shared Driveway Covenants and Maintenance Agreement

Date: 03/05/04

1. The owners of lots 1 - 4 and 6 - 8 shall take ownership of a lot subject to the perpetual and non exclusive shared access easement for the purposes of ingress and egress and for all ordinary driveway purposes as shown on the plat.
2. Any conveyance of a lot which is a part of the Property from Countrytyme Grove City Ltd. Shall be subject to the terms hereof and the grantee of such conveyance shall accept the driveway "as is" at the time of conveyance. Except in-so-far as Countrytyme Grove City Ltd. Remains an owner of one or more lots in the Property and has obligations of maintenance hereunder, Countrytyme Grove City Ltd. Shall have no further obligation to each grantee.
3. The Driveway Area shall be used only for ingress and egress.
4. The terms "maintenance", "repair", and "upkeep" as used in this instrument shall be interpreted in their broadest sense. The terms include, but in no way shall be limited to, replacement of stone or gravel, paving or cementing the driveway, the removal of obstructions and overhangs from the driveway as needed, tar and chipping, dust control, grass and weed control, and ditch maintenance, together with all associated labor costs.
5. Relative to the total expense for maintenance, repair and upkeep of the common access driveway, each respective lot shall share expenses as listed below:
A. Lots 1 - 4 share equally Lots 6 - 8 share equally
6. Any owner making use of the Driveway Area for extraordinary purposes, such as construction of a residence requiring the use of the driveway by heavy trucks or other equipment, shall restore the driveway and driveway area to as good a condition as it was prior to the extra use. Such repairs shall be completed within 30 days after the extraordinary use ends.
7. Each lot owner shall bear sole responsibility for any losses, damages, however occurring to the lot owner, his or her family, visitors, employees, tenants, liscensees, or invitees and shall indemnify and hold all other lot owners harmless from any claims, damages, costs or expenses arising out of the use of the driveway or Driveway Area.
8. Each lot (regardless of the number of owners of said lot) shall be entitled to one vote (hereinafter referred to as a "Lot Vote"). All decisions and establishing of procedures as to the extent or the need of maintenance, repair and upkeep of the common access driveway shall be as a majority of said Votes deem fit. Nothing in this agreement shall prevent a Lot Vote from being exercised by proxy. If any owner institutes maintenance, repair, or upkeep procedures without the prior authority of all the Lot Votes, said owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the common access driveway.
9. This Maintenance Agreement may be modified so long as said modification is in writing, approved by the unanimous consent of all Lot Votes, and that said modifications shall not be in conflict with the County Regulations. Each modification shall be recorded in the County Recorder's Office.
10. All remedies, legal and equitable, shall be available to all owners of the Lot Votes to provide for the proper enforcement of these regulations, agreements or arbitration awards established, including the collection of unpaid costs due as charged to each lot.
11. If the parties are not able to agree as to what expenses for maintenance, repair or upkeep are necessary, the issues in dispute shall be subjected to binding arbitration. Except as provided herein, arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code as then enacted.
Within fifteen days after a party to this Agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator as chair-person and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the notice of selection of the neutral arbitrator. In any event, the hearing shall be held within 60 days after appointment of the arbitrators, unless the parties agree in writing to an extension of time. Expenses of the arbitration shall be shared equally by the parties to this Agreement.

Filed for record this 28TH day of APRIL
2004 at 10:15 A.M.

Recorded this 28TH day of APRIL, 2004 in:
Plat Book 5, Page ~~203~~ 204

SLOT # 348 + 349

Barbara J. Fox
Barbara J. Fox,
Perry County Recorder

Description Meets Minimum, Survey Standards, Approval for transfer is up to the Auditors Office.
4-12-04 CAC
Perry County Engineers Ofc.

PORTERSVILLE ESTATES

DECLARATION OF COVENANTS AND RESTRICTIONS

March 5, 2004

RESIDENTIAL USE:
1) All lots to be used exclusively for single family, private residential, farming or religious purposes.
2) Any dwelling constructed or placed on the premises shall meet the following conditions:
a) Ranch style dwelling containing at least 1,500 square feet of finished living area.
b) Two story dwelling containing at least 1,850 square feet of finished living area.
c) All other style dwelling shall have at least 1,650 square feet of finished living area.
d) Living areas are exclusive of porches, breezeways, basements, and garages.
e) All dwellings shall have at least a two-car garage or outbuilding.
f) All homes shall be at least 24' in width.
3) No garage or unfinished single family dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
4) Singlewide manufactured dwelling shall not be placed on the property for any reason. Travel Trailers may be stored on the property only after a permanent residence is completed.
5) Construction of both the dwelling and garage or outbuilding must be completed within 12 months of beginning construction.
6) Driveways shall be well maintained with gravel or other suitable surface, and shall be dust controlled.

CONSTRUCTION PERMITS:
Prior to any construction, each lot owner must obtain sewage disposal and well permit from the County Health Department.

ANIMALS:
1) With the exception of 4-H projects, no swine shall be permitted on any lot. Fowl are permitted, but shall be limited to twelve (12) fowl per lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

NOXIOUS CONDITIONS:
No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, junk, scrap, paper or debris of any kind or other unsightly conditions. Property shall be kept reasonably trim and neat at all times. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Automotive and farm equipment in inoperative condition shall be properly licensed and shall be housed in an enclosed garage, building or barn.

BUSINESS / TRADE:
No noxious or offensive trade shall be carried on upon any lot.

EASEMENTS:
1) Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing a curtain drain outlet for storm water to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.
2) Existing drainage tile waterways shall be maintained. Drainage tiles broken during construction shall be re-routed to allow drainage of adjacent properties.

AMENDMENTS:
Declarant reserves to right to subdivide or combine all or parts of any unsold lot without the consent of any other lot owner.

ENFORCEMENT:
Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of Portersville Subdivision. Any lot owner shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure of Declarant or a lot owner to enforce any provision contained herein shall in no event be deemed a waiver of their right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of this agreement which shall remain in full force and effect. Declarant shall not be obligated to join or assist in any suit brought by any lot owner or owners against another lot owner or owners to enforce these restrictions.

SITUATED IN THE STATE OF OHIO, PERRY COUNTY, BEARFIELD TOWNSHIP, TOWNSHIP 13, RANGE 14, SECTION 24, containing 24.62 acres and being the property conveyed to Countrytyme and described in a deed recorded in Official Record Book 306, Page 2650, Recorder's Office, Perry County, Ohio:

We the undersigned hereby certify that the attached plat correctly represents "PORTERSVILLE ESTATES", a subdivision of Lots 1 to 8 inclusive, and do hereby accept his plat of same.

We the undersigned being all the owners and lein holders of the lands herein platted further agree that any use of improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations of Perry County, Ohio, for the benefit of himself and all other subsequent owners or assigns taking title from, under or through the undersigned.

Witness

Jim Wilcox

STATE OF OHIO, ~~PERRY~~ Franklin COUNTY S.S.

Before me, a notary Public in and for the County, Franklin personally came, who acknowledged the signing of the foregoing certificate to be his voluntary corporate act and deed of said corporation for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand an affixed my official seal this 22nd day of April, 2004.

My commission expires May 3, 2008

Notary Public
~~Perry~~ Franklin County, Ohio

NOTARIAL SEAL STATE OF OHIO
KRISTI M DAGUE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
MAY 3, 2008

Approved this 22 day of April, 2004

Kent Cannon
Perry County Engineer

Approved this 19 day of April, 2004

Robert E. Tetko

Perry County Health Department

Transferred this 28TH day of April, 2004

JoAnn Hankinson,
Perry County Auditor

Approved and accepted this 22 day of April, 2004, hereby accepted as ~~such for the~~ County of Perry, State of Ohio.

Perry County Commissioners

John Altier

Lonnie Wood

Thad Cooperrider

Benz Engineering & Surveying Benz
1218 St. Rt. 93 NE
New Lexington, Ohio 43764 (740) 342-3080

ENGINEERING
SURVEYING

PB 5 P 2
SLOT 348