

BAIR, GOODIE AND ASSOCIATES, INC.

CONSULTING ENGINEERS AND SURVEYORS

153 NORTH BROADWAY
NEW PHILADELPHIA, OHIO 44683PHONE 330-343-3499
FAX 330-343-9505**PARCEL NO. 5**

June 14, 2004

**DESCRIPTION FOR COUNTRYTME REALTORS INCORPORATION
OF A 37.018 ACRE TRACT**

Situating in the Township of Rich Hill, County of Muskingum and State of Ohio.

Being located in the Southeast Quarter of Section 8, Township 13, Range 11 and also being part of a 152.835 acre tract (Parcel No. 53-53-01-08-13-000) as conveyed to Countrytyme Grove City Ltd. by a Warranty Deed as recorded in Deed Book 1872 at Page 288 of the Muskingum County Deed Records and being more fully described as follows:

... COMMENCING at an iron pin (found) at the northwest corner of the Southeast Quarter of Section 8;

... THENCE with the north line of said Southeast Quarter, South 87 deg. 00 min. 54 sec. East, 662.64 feet to an iron pin (set) at the PLACE OF BEGINNING of the tract herein to be described;

THENCE from said beginning and continuing with said north line of the Southeast Quarter, South 87 deg. 00 min. 54 sec. East, 966.76 feet to an iron pin (set);

THENCE leaving said north line of said Southeast Quarter, South 3 deg. 00 min. 00 sec. West, 1,889.73 feet (passing through an iron pin (set) (on line) at 1,859.73 feet to a point in State Route 313;

THENCE with said State Route 313, the following six (6) courses: North 74 deg. 44 min. 35 sec. West, 157.17 feet to a point;

THENCE North 68 deg. 31 min. 15 sec. West, 125.02 feet to a point;

THENCE North 60 deg. 45 min. 08 sec. West, 162.36 feet to a point;

THENCE North 58 deg. 11 min. 55 sec. West, 237.90 feet to a point;

THENCE North 48 deg. 04 min. 25 sec. West, 108.77 feet to a point;

FRANK E. BAIR, P.S.
PRESIDENTJOHN M. PELTZ, P.E.
VICE PRESIDENTTHOMAS E. LORENZ
GEOLOGIST

Parcel No. 5
Description for Countrytyme Realtors Incorporation
of a 37.018 Acre Tract
June 14, 2004
Page 2

THENCE North 37 deg. 12 min. 54 sec. West, 396.32 feet to a point;

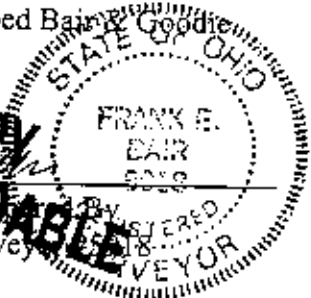
THENCE leaving said State Route 313, North 3 deg. 00 min. 00 sec. East, 1,259.08 feet (passing through an iron pin (set) (on line) at 30.00 feet) to the PLACE OF BEGINNING, containing 37.018 acres, more or less, but subject to all legal highways, right-of-ways and easements.

Bearings are oriented to the east line of Section 8 (Deed Volume 791, Page 188).

Iron pins indicated (set) are 5/8 inch iron bars with plastic cap stamped Bair & Goodie

DESCRIPTION APPROVED
FOR ALIEN'S TRANSFER
BY [Signature]
8-2-1002

**OFFICE COPY
NOT RECORDABLE**
Plat and Description of [Signature]
Frank E. Bair, Reg. Surveyor



COUNTRYTIME RICH HILL SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

July 28, 2004 EXHIBIT ""

Countrytime Grove City LTD, herein after referred to as, "Declarant", hereby declares that the following described property ("Rich Hill") shall be held, sold, conveyed and occupied subject to the following covenants and restrictions which are for the purpose of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot owner, and the respective heirs, successors and assigns of the Declarant and each Lot owner.

Situated in the State of Ohio, County of Muskingum, Township of Rich Hill, being lots #1 - 7 at Rich Hill Being part of the Southeast Quarter of Section No. 8, Township 13 North, Range 11 West.

RESIDENTIAL USE:

- 1) All lots at Rich Hill to be used exclusively for single family, private residential, farming, recreational or religious purposes.
- 2) Any dwelling constructed or placed on the premises shall meet the following condition,
 - a) Ranch style log cabins shall contain at least 650 square feet of finished living area. All other ranch style dwellings shall contain at least 1,350 square feet of finished living area.
 - b) Two story dwelling containing at least 1,750 square feet of finished living area.
 - c) All other style dwelling shall have at least 1,550 square feet of finished living area.
 - d) Living areas are exclusive of porches, breezeways, basements and garages.
 - e) All homes shall be at least 24' in width.
- 3) Garages, unfinished single family dwellings, travel-trailers, motor homes, truck campers, fifth wheel trailers, tents, basements, barns or other outbuildings shall not be used as a permanent residence. Recreational camping on a temporary basis is permitted.
- 4) Singlewide manufactured housing 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.

CONSTRUCTION PERMITS:

An onsite sewage disposal and well permit from the County Health Department must be obtained prior to the construction of any dwelling.

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 not exposed to public view.

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 certain 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 water ways shall be maintained. Drainage tiles broken during construction shall be re-routed to allow drainage of adjacent properties.

AMENDMENTS:

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

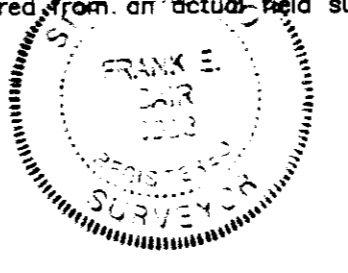
ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcement of these covenants is the responsibility of the lot owners of Rich Hill. 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.

I, the undersigned do hereby state this plot is true and correct to the best of my knowledge and belief and that it was prepared from an actual field survey of the property on the 14th day of June, 2004.

Frank E. Bair, Professional Surveyor #5918

NOT RECORDABLE



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Approved by the Director of the Regional Planning Commission of Muskingum County.

Director
Muskingum County Health Department

Date
9-28-2004

Muskingum County Map Office, County Engineer

Date

Muskingum County Commissioner

Date

Muskingum County Commissioner

Date

Muskingum County Commissioner

Date

Received _____ File No. _____

Muskingum County Auditor

Date

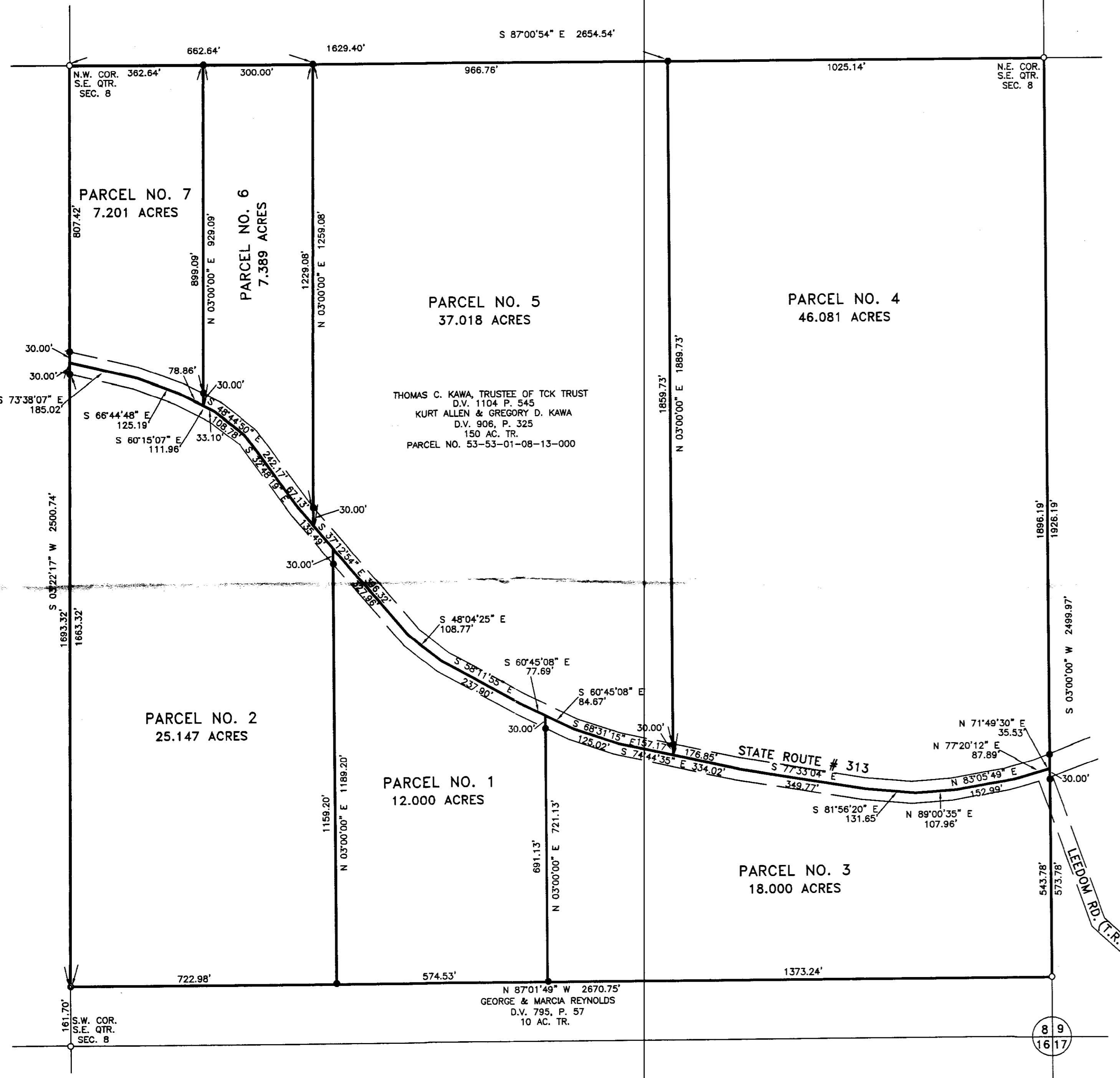
Received for record this _____ day of _____ at 2004.

Recorded this _____ day of _____ 2004.

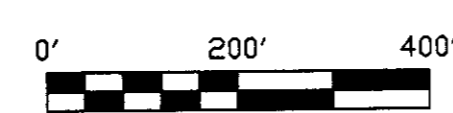
Plot Book _____ Page _____ of the Muskingum Records.

Muskingum County Recorder

DESCRIPTION APPROVED FOR AUDITOR'S TRANSFER BY [Signature] 9-19-2004



● DENOTES IRON PIN (SET)
○ DENOTES IRON PIN (FOUND)
● DENOTES POST (FOUND)
NOTE: BEARINGS ARE ORIENTED TO THE EAST LINE OF SECTION 8 (D.V. 791 P. 188)



PLAT OF SURVEY FOR
COUNTRYTIME REALTORS INCORPORATED
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8
TOWNSHIP 13, RANGE 11
RICH HILL TOWNSHIP, MUSKINGUM COUNTY, OHIO
SCALE: 1" = 200' DATE: 9/15/04

BAIR, GOODIE AND ASSOCIATES, INC.
153 NORTH BROADWAY NEW PHILADELPHIA, OHIO
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FAX (330) 343-9505 E-MAIL bairgoodie@aol.com