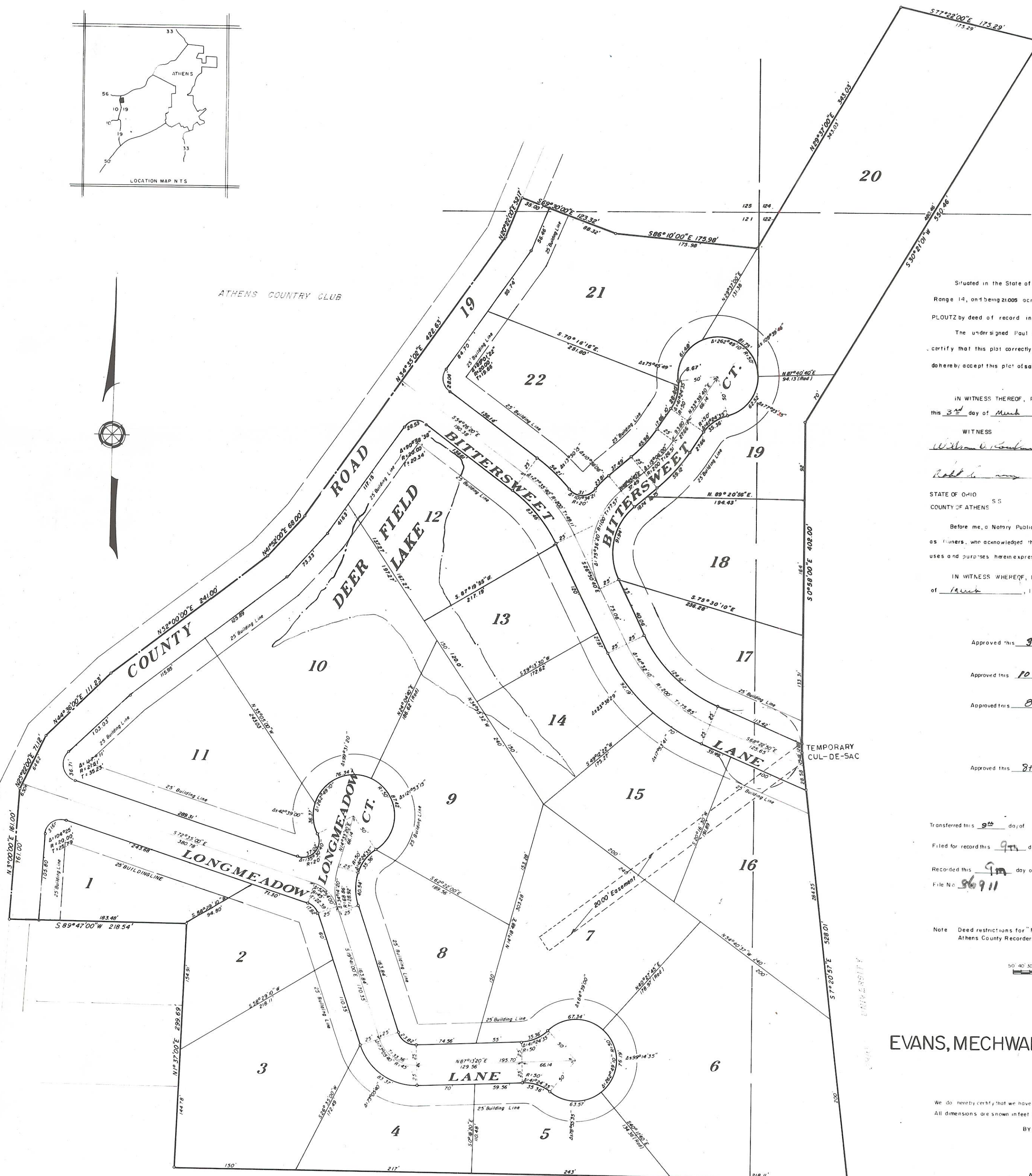
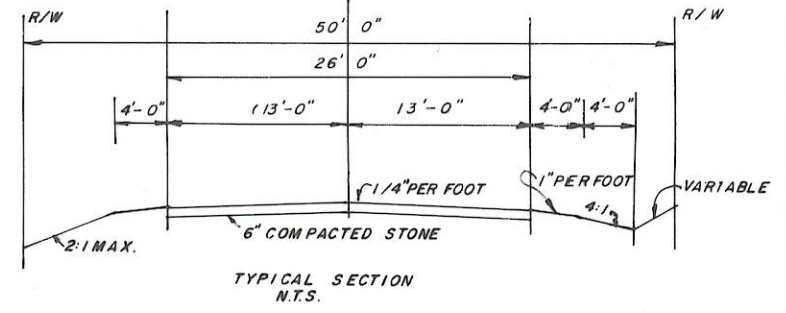
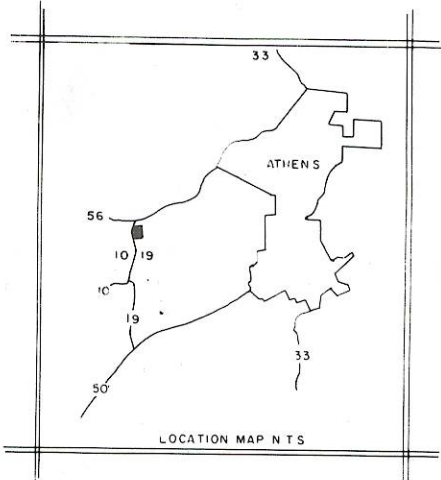


For Commissioners Journal entry for Athens Sup. Trustees accepting Bittersweet Lane see Record Vol 356 Page 655

ENVELOPE: 410A
 FAIRWAY OAKS SUBDIVISION &
 RESTRICTIONS
 SECTION 26
 ATHENS TWP

FAIRWAY OAKS



Situated in the State of Ohio, County of Athens, Athens Township, Section 26, Town 9, Range 14, on 187.2100 acres of the tract of land conveyed to PAUL F. PLOUTZ & GERI J. PLOUTZ by deed of record in Deed Book 286, Page 451, Records Office, Athens County Ohio.

The undersigned Paul F. Ploutz and Geri J. Ploutz, Owners of the land plotted herein, do hereby certify that this plat correctly represents their "FAIRWAY OAKS" Subdivision of Lots 1 to 22, inclusive, and hereby accept this plat as same.

IN WITNESS WHEREOF, PAUL F. PLOUTZ and GERI J. PLOUTZ, OWNERS, have hereunto set their hand on this 3rd day of March, 1969.

WITNESS
William O. Robinson By *Paul F. Ploutz*
 Notary Public, Athens County, Ohio
Gerri J. Ploutz
 Gerri J. Ploutz

STATE OF OHIO S.S.
 COUNTY OF ATHENS S.S.

Before me, a Notary Public in and for said County personally came PAUL F. PLOUTZ and GERI J. PLOUTZ as Owners, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal this 3rd day of March, 1969.

William O. Robinson
 Notary Public, Athens County, Ohio
 My Commission Expires *11/1/70*
 Approved this 9th day of APRIL, 1969 By *Douglas D. Robinson*
 113 Bruce Director
 Approved this 10th day of MARCH, 1969 By *John W. White*
 Planning Commission
 Approved this 8th day of MAY, 1969 By *Brad E. Hann*
 County Engineer

Approved this 8th day of May, 1969 By *John E. White*
 By *Jack E. White*
 By *J. L. Edwards*
 Liquor Commissioners

Transferred this 9th day of May, 1969 By *G. W. Whaley (as)*
 Auditor, Athens County, Ohio
 Filed for record this 9th day of May, 1969, at 3:25 P.M.
 Recorded this 9th day of May, 1969 in Plat Book 9, Page 30, Fee \$5.40
 File No. 96911
Leta M. Wright
 Recorder, Athens County, Ohio

Note: Deed restrictions for "FAIRWAY OAKS" shall be as shown in plat book 9, page 31 Athens County Records office



SURVEYED & PLATTED
 BY
EVANS, MECHWART, HAMBLETON, & TILTON, INC.
 CONSULTING ENGINEERS &
 SURVEYORS
 ATHENS, OHIO - GAHANNA, OHIO MARCH, 1969

We do hereby certify that we have surveyed the above premises and prepared the attached plat and that said plat is correct. All dimensions are shown in feet and decimal parts thereof. Dimensions on curves are chord measurements.

BY *George A. Davis*
 Registered Surveyor # 5008

AC. IN LOTS 17.431 AC. IN FL 124 = 1.027
 AC. IN R/W 3.574 AC. IN FL 122 = 2.390
 TOTAL 21.005 AC. IN FL 121 = 17.588

SEE BACK OF PAGE FOR RESTRICTIONS

RESTRICTIONS FOR FAIRWAY OAKS SUBDIVISION

1. Type of Dwelling: Use

Said real estate shall be used exclusively for private dwelling house purposes of not more than 2 units. Only one dwelling house shall be erected placed, or suffered to remain upon any building plot as shown on the recorded plat.

2. Set Back Requirements:

Except as hereinafter provided, no such house shall be erected, placed or suffered to remain upon said premises nearer than twenty-five feet to any street line,

Except, however, the erection and construction of attached garages, porches, verandas or other similar projections of said house may extend beyond the building line hereinbefore established. If, in the opinion of Grantor, or its designee, by reason of the shape, dimensions or topography of the land hereby conveyed, the enforcement of the forgoing provisions respecting the location of such dwelling would work a hardship, said Grantor, or its designee, may modify said provisions so as to permit a different location that will not, in its judgment, do material damage to any abutting or adjacent owner.

3. Minimum Size of Building:

Any residence building erected shall have a minimum of fifteen hundred (1,500) square feet of heated, completed, living space, exclusive of garage, carport, unfinished basement or attic. When a residence dwelling shall have 2 living units the prime unit shall have a minimum of 1500 square feet. No restrictions as to floor space of the 2nd unit within such a residence shall be in effect.

4. Use of Front Lawn Area:

No portion of the within described premises nearer to any highway than the building lines as hereinbefore fixed, shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such front portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for the statues, fountains and similar ornamentations for the purpose of beautifying the said premises. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

5. Accessory Buildings:

No barn, shed, mobil trailer, tree house, shop, or other outbuilding shall be erected, placed or suffered to remain upon the premises except temporary buildings used by Grantor or Grantee, their respective successors, heirs, personal representatives and assigns, in connection with the improvement of the premises by installation of sewer or water lines, streets, sidewalks and other similar improvements or in connection with the erection of residences on the premises or used in connection with the construction of residences by Grantor or Grantee, their successors or assigns, or any other premises in the vicinity.

6. Type of Residence Restricted:

No place of public entertainment, and no hotel, tavern, dance hall or other resort shall be established, conducted, maintained or suffered to remain upon said premises.

7. Nuisances or Advertising Prohibited:

No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. This provision shall not be construed to prevent the Grantor or Grantee, their respective successors and assigns, from maintaining on the premises an advertising sign or device relating to the sale of the above described premises.

8. Utility Restrictions:

Grantor expressly reserves to and for itself, and its designee, the sole right to grant consents for the construction and operation of street ways, electric light, telephone pole lines, conduits, gas pipes or other utilities in and upon any and all highways now existing or hereafter created, upon which any portion of said premises shall abutt.

9. Easements reserved in Grantor:

Grantor expressly reserves easements and right of way in, over, under and across the rear 10 feet of each lot in subdivision for the installation and maintenance of telephone and electric pole lines or conduits, and/or sewers, swales and conduits for storm water and sanitary purposes, gas and/or water veins, or for any other similar facility or utility deemed convenient or necessary by Grantor, or its designee, for the service of the premises hereby conveyed and for adjoining and adjacent property. Grantor hereby reserves easements and rights of way over, under and across a strip of land 10 feet wide parallel to and adjacent to the side line of each lot in the subdivision for the installation and maintenance of electric pole lines or conduits and wires for the purpose of providing street lighting on any and all streets adjacent to any of the premises herein conveyed, and for the installation and maintenance of sewers, swales and conduits for storm water and sanitary purposes. Grantor hereby reserves the right to assign the use of any or all of said easements and rights of way to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Nothing herein contained shall obligate ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ Grantor to install or furnish any of the aforesaid facilities, utilities or services.

10. Street Improvements:

If and when the City of Athens should annex this property, Lot owners agree to pay their share of the costs of all street and any other City improvements required for annexation.

11. Sewerage:

Airration type septic systems (or approved equal) shall be required for disposal of solid or liquid waste or waste products associated with residence dwelling.

12. Terms of Covenants:

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions other than easements and right or ways, shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the Grantee, its successors and assigns, until the First day of January 1979, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote by a majority of the then owners of the lots in said subdivision, each lot owner(s) having one vote per lot, it is agreed to change said covenants in whole or in part.

13. Incorporated into deed:

The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises above described.

14. Designee Defined:

The word "designee" as used in the foregoing restrictions shall mean any person, firm or corporation expressly designated and nominated by Grantor to act for it, or any successor of Grantor who becomes such either by voluntary transfer and conveyance, or by operation of law. If Grantor shall be out of existence or cease to function, any designee may designate or nominate a substitute or successor designee.

15. Trees:

The spirit and intent of these covenants is to establish, guarantee and perpetuate the scenic beauty and integrity of FAIRWAY OAKS. In this regard the cutting of trees is expressly forbidden. Routine pruning, shaping, removing of diseased portions of trees shall be permitted. The necessary removal of trees to permit construction of dwellings or to insure safety shall be done with the approval of the Grantor.

16. Violation of Covenants:

If the Grantee, or its successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent it or them from so doing or to recover damages or other dues for such violation.