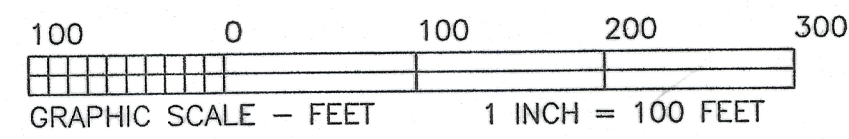


Bearings are based on an assumed meridian and are used to denote angles only.

AMENDMENT TO RESTRICTIONS
O.R. 310 PAGE 2391



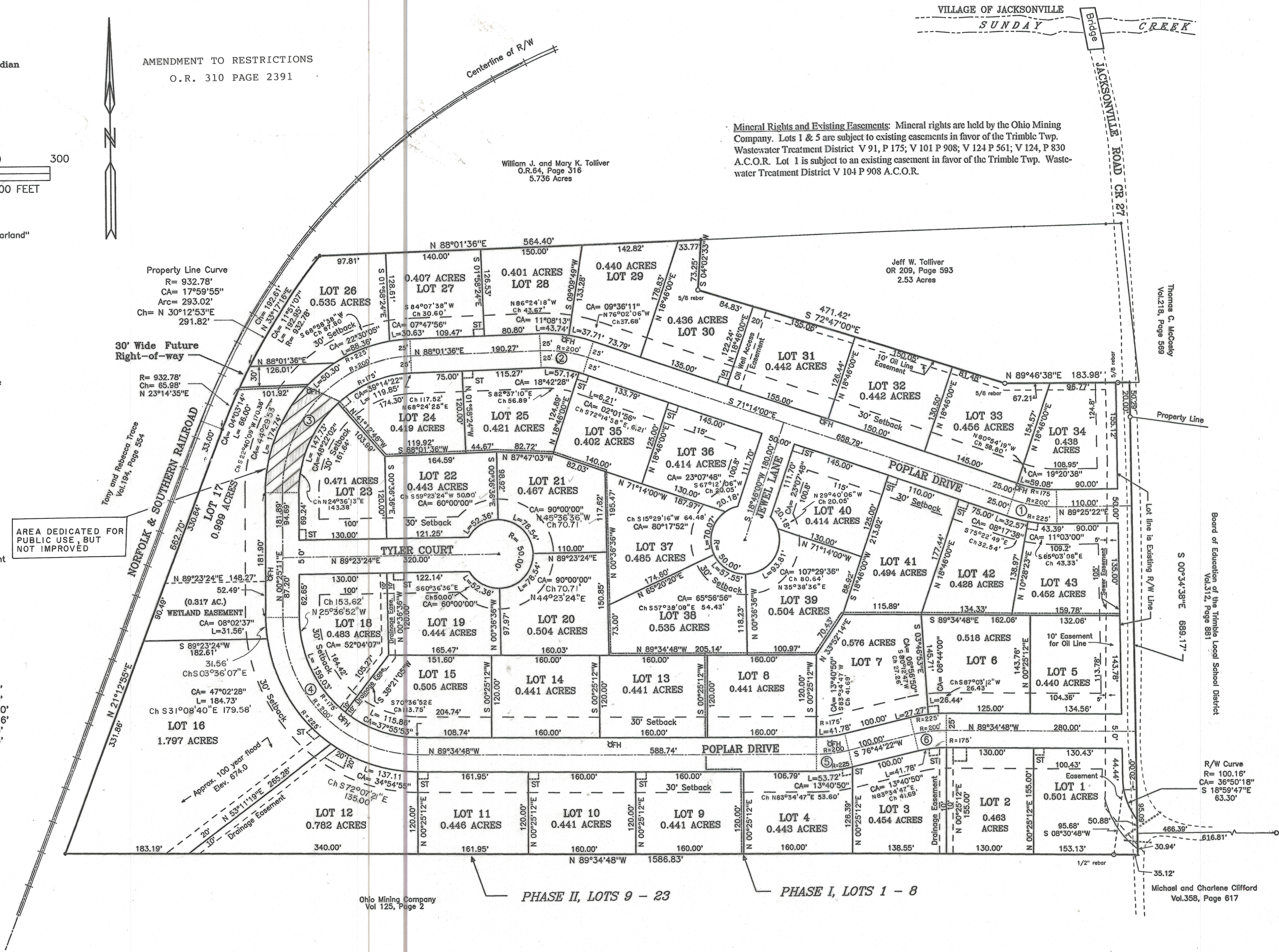
- 5/8" X 36" rebar set with a "Tobin-McFarland" identification cap.
- Iron pipe (or other) found, as labelled
- Railroad spike set
- Railroad spike found
- Stone found

LEGEND

- OPP Power Pole
- OLP Light Pole
- OMH Manhole
- OCB Catch Basin, round or square
- OCI Curb Inlet
- OV Gas Valve
- OW Water Valve
- OFH Fire Hydrant
- OT Tree, size as labelled
- GL Gas Line
- WL Water Line
- TL Telephone Line
- SS Sanitary Sewer
- F Fence Line
- E Electric Line
- PFH Proposed Fire Hydrant
- MH Proposed Manhole
- ST 10' x 15' Septic Tank Eastment
- W Water Line
- ES Proposed Effluent Sewer
- SS Proposed Sanitary Sewer
- FM Proposed 3" Forced Main

CENTERLINE CURVE DATA

Curve #	Delta	Radius	Arc
1	19°20'38"	200.00'	67.52'
2	20°44'22"	200.00'	72.40'
3	8°36'24"	200.00'	305.80'
4	90°00'00"	200.00'	314.16'
5	13°40'50"	200.00'	47.75'
6	13°40'50"	200.00'	47.75'



Mineral Rights and Existing Easements: Mineral rights are held by the Ohio Mining Company. Lots 1 & 5 are subject to existing easements in favor of the Trimble Twp. Wastewater Treatment District V 91, P 175; V 101 P 908; V 124 P 561; V 124, P 830 A.C.O.R. Lot 1 is subject to an existing easement in favor of the Trimble Twp. Wastewater Treatment District V 104 P 908 A.C.O.R.

COVENANTS:

- Purpose and Intent:** The intent and purpose of the following restrictive covenants are to establish, guarantee, insure, preserve and perpetuate the scenic beauty and exclusive and conditional residential use of all the lots in Pin Oak Estates.
- Residential Use Only:** Each lot in Pin Oak Estates shall be used exclusively for single family residence purposes only. There shall not be erected on said lots multiple-dwelling type buildings, nor shall any single family home erected thereon be thereafter remodeled into a dwelling containing apartments or more than one dwelling unit of any nature. No more than one single family residence per lot shall be erected or placed upon the premises.
- No Further Subdivision:** Lots shown on the recorded plat of the subdivision may not be further subdivided. A common lot between two property owners may be purchased and split between two adjacent property owners and their boundaries redefined. This will eliminate the existence of the common lot for future building purposes.
- Building Height:** No building of any nature erected in the subdivision shall exceed a front elevation height of two-and-one-half stories as measured from the ground to the eaves and rear elevation of three stories as measured from the ground to the eaves.
- Detached and Accessory Structures:** Each lot shall be entitled to have one accessory structure, in addition to the single family home herein permitted to be constructed thereon. Said accessory structure may be attached, or detached, but shall not be larger than 576 square feet and shall be constructed of materials in like conformity and quality to those utilized in constructing the single family residence located thereon. No detached or accessory structure shall ever be utilized for temporary or permanent living quarters, nor shall the same ever be utilized for any commercial purposes.
- Temporary Structures, Mobile Homes:** No metal sheds, or structures of a temporary character, including, without limitations, trailers, and mobile homes, basement homes, tents, shacks, and garage dwellings, shall be permitted on any lot, except temporary tool sheds and field offices used by a builder or developer, which shall be removed when construction or development is completed. No such structure shall at anytime be used as a residence, temporarily or permanently.
- Residence Size:** Each single family home erected or placed on a lot in this subdivision shall have a minimum size of 1050 square feet of heated living space, exclusive of garage, porch, basement and attic for single story homes; and 1550 square feet for multiple level homes.
- Double Wide Modular Homes:** Manufactured homes, commonly known as "double wides" or "modular homes" shall be permitted to be placed upon the lots as single family residential homes provided the same are placed on permanent foundations, and the titles to the same are surrendered, and the structures thereafter are taxed as real estate. Any such "double wides" placed upon lots in the subdivision must contain the minimum square footage size of heated living space as is required of all single family homes erected thereon, i.e., 1050 square feet of heated living space, exclusive of garage, porch, basement and attic.
- Setback Lines and Building and Accessory Structure Locations:** The single family residence and accessory structures placed or erected upon the subject lots must face the street upon which they are located and the main walls thereof cannot be closer than thirty feet from the street right of way boundary line and not closer than ten feet from abutting lot lines. In the opinion of Grantors, or their successors, assigns or designees, by reason of the shape, dimensions or topography of the land hereby conveyed, the enforcement of the foregoing set back provisions regarding the location of such dwelling would work a hardship, said Grantors, their successors, assigns or designees, may modify said provisions so as to permit a different location that will not, in their judgment, do material damage to any abutting or adjacent owner.
- Setback Area Uses/Lawn Only:** No fence, hedge or wall shall be erected, placed, maintained or altered on any lot nearer to any street than the minimum building setback portion of said premises for walks and driveways, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains, and similar ornamentation for the purpose of beautifying said premises. However, no vegetables or grains of the ordinary garden or field variety shall be grown upon such portions of the premises and no weeds, underbrush, or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
- Cars, Trucks, Equipment, Storage:** The owners of the lot, and residents thereon shall provide off-street parking for their motor vehicles either by garage or other space, so that cars will not be parked on any street in said subdivision. Said premises shall not be used for storing wrecked, junked, or permanently disabled motor vehicles, or any other wrecked, or junked articles, or for storing anything on the premises unless parked in the basement or garage thereon or parked at the rear of the structures erected thereon. No heavy trucks or equipment shall be parked in the subdivision at anytime for a period of more than four hours, unless used in actual construction or repair of buildings on said land. Notwithstanding any other provision of this article, no motor vehicles, other than ones in operating conditions and currently licensed as required by all applicable laws, shall be permitted to remain on any lot for a total period of time exceeding 45 days.
- Trash and Garbage Collection:** All lots in the subdivision must be kept in an orderly and sanitary manner consistent with the planned nature of the subdivision. Trash, garbage or other waste must be kept in sanitary containers. All equipment used for the storage or disposal of such materials shall be kept clean and in a sanitary condition. All trash, garbage and rubbish must be removed on a weekly basis from the premises by duly licensed and authorized commercial haulers, and the owners of said lots shall be responsible to see that said trash, garbage and rubbish collection takes place upon the regular and required weekly basis.
- Animals/Pets:** No animals, poultry, livestock or fowls of any kind shall be maintained, raised, bred or kept on any lot except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. No animal shelters or pens, or kennels shall be erected on the premises and all pets must be kept inside the home when unattended and leashed when outside. Pets shall never be maintained on the lots if they become a nuisance for neighboring lot owners, and each lot owner maintaining pets shall owe a duty of care and responsibility to their neighbors to prevent their pets from becoming such nuisances.
- Business Uses/Nuisance/Yard Sales:** No trade or business of any kind, including child day-care centers, shall be conducted on lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Yard sales shall be permitted no more than twice per year per lot and said sales shall not be more than one week duration per sale.
- Signs:** No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on a lot, except for one sign advertising the sale or rent thereof, which shall not be greater in area than nine square feet. The building contractor may erect a sign during the period of construction of a residence, containing information on his company and materials used on the lot. This sign restriction shall not prohibit placement of occupant name signs and lot numbers. The residents may however display a yard sale sign held no more than twice a year for one week each time.
- Duty to Maintain and Rebuild:** Each owner of a lot shall at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each owner of a lot shall keep the grass on the lot properly cut, shall keep the lot free from weeds and trash, and shall keep it otherwise neat and attractive in appearance. If all or portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all the diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.
- Electronic Equipment:** Any and all antennae or microwave and other receivers and transmitters, and satellite dishes (which shall be no larger than thirty-six inches in diameter) shall be located at the back of the residences, constructed thereon, and shall be constructed in the least obtrusive fashion possible. No more than two of the foregoing items shall be permitted on individual lots and none of the items shall extend into the air more than thirty feet. None of the foregoing items shall be operated in such a fashion as to cause static or interference or any other type of problems for other lot owners in the subdivision.
- Swimming Pools:** Above and below ground swimming pools shall be permitted on the side yard and back yard of the subject lots, but the same must be properly fenced to prevent unauthorized entry by infants and children.
- Construction Schedule:** Construction of all dwellings shall be diligently and continuously prosecuted until completion, and no dwelling shall remain in an unfinished condition for a period of more than one year from the time work is first started without the approval of the grantors, their successors and assigns or designees. A residence shall not be occupied until the entire exterior of the same has been fully finished and completed, and until all excess building materials have been removed and the lot has been graded.
- Preconstruction Responsibility:** It shall be the responsibility of the purchaser of lots to mow the same and keep it in an orderly and sanitary condition prior to the construction of a residence dwelling. Proper mowing shall occur at least on a monthly basis for the months of May through September; however, grantors, their successors, assigns, and designees shall have authority to waive such requirements if weather conditions so dictate.
- Grantor expressly reserves to and for themselves, and their successors, assigns and designees, the sole right to grant consents for the construction and operation of electric lights, cable, telephone and telegraph pole lines and conduits and gas pipes in and upon any and all highways now existing or hereafter created. Upon which portion of said premises shall abut.**
- Lot Utility Easements:** Grantor for themselves, and their successors, assigns and designees, expressly reserve easements and rights of way in, over, under and across each lot in subdivision as designated on the plat, for the installation and maintenance of telephone and electric and cable pole lines or conduits and utilities, and/or sewers, swales and conduits for storm water and sanitary purposes, gas and/or water mains, or for any other similar facility or utility deemed convenient or necessary by grantors, their successors, assigns and designees for the service of the premises hereby conveyed and for adjoining and adjacent property. Said grantors, their successors, assigns and designees hereby reserve easements and rights of way in, over and under and across each lot in the subdivision as designated on the plat for the installation and maintenance of electric pole lines or conduits and wires and utilities 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. Grantors, their successors, assigns and designees hereby reserve the right to assign the use of any or all of said easement 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 grantor to install or furnish any of the aforesaid facilities, utilities or services.
- Violations:** If the grantors, their 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 institute legal action 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.
- Notice:** 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.
- Continuation of Restrictions:** These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from the date these covenants are recorded. After this time, said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then lot owners has been recorded. Each lot, including the lots owned by grantor, shall represent one vote agreeing to change said covenants in whole or in part.
- Preservation of Covenants:** Invalidation of any one of these covenants by judgment or court order shall not affect the other provisions which shall remain in full force and effect.
- Definitions:** "Grantors, their successors, assigns or designees" shall refer only to Tony Trace and Rebecca Trace, and parties who have subsequently purchased from them, in bulk, all of the then remaining lots of the Pin Oak Estates subdivision for the purpose of re-selling the same to parties intending to build thereon single family home residences.
- Mail Boxes, etc.:** Only combination mail and paper boxes, constructed as one unit, shall be permitted in the subdivision. No more than one of said units per lot shall be permitted.
- Driveways:** All driveways shall be either asphalt or concrete paved.
- Sewer Cleanouts:** A cleanout shall be installed between each house and its septic tank.

THE UNDERSIGNED TONY & REBECCA TRACE HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR DIVISION OF PROPERTY, A SUBDIVISION OF LOTS NO. 9 THROUGH NO. 23 INCLUSIVE, DO HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATE TO PUBLIC USE AS SUCH ALL OR PARTS OF THE ROADS, BOULEVARDS, CUL-DE-SACS, PARKS, PLANTING STRIPS, ETC. SHOWN HEREIN AND NOT HERETOFORE DEDICATED.

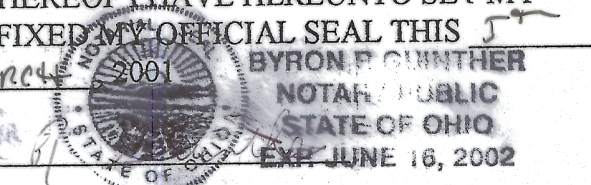
THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH, OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF ATHENS COUNTY OHIO FOR THE BENEFIT OF HIMSELF AND ALL OTHER SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR THROUGH THE UNDERSIGNED.

IN WITNESS THEREOF THIS 5th DAY OF March, 2001.

SIGNED: Tony Trace
Rebecca Trace

WITNESS: Frank Donly
Ronald Addams

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 11th DAY OF March, 2001.



REVIEWED THIS 9th DAY OF April, 2001

TOWNSHIP TRUSTEES

APPROVED THIS 12th DAY OF April, 2001

PLAT APPROVED THIS 23rd DAY OF April, 2001

PLAT APPROVED THIS 12th DAY OF April, 2001

ATHENS COUNTY WILL ONLY ACCEPT A DEDICATED PUBLIC ROADWAY AFTER IT HAS BEEN BUILT TO COUNTY STANDARDS EFFECTIVE AT THE TIME A PETITION BY THE ADJOINING PROPERTY OWNERS OR THE DEVELOPER IS PRESENTED TO THE ATHENS COUNTY COMMISSIONERS. ACCEPTANCE OF THE ROADWAY BY THE COUNTY COMMISSIONERS WILL TAKE PLACE ONLY AFTER THE ATHENS COUNTY ENGINEER HAS APPROVED THE CONSTRUCTION.

RIGHT OF WAY APPROVED FOR PUBLIC USE: ACCEPTANCE OF THE DEDICATION OF THIS RIGHT OF WAY DOES NOT CONSTITUTE AN OBLIGATION ON THE PART OF ANY GOVERNMENT ENTITY TO MAINTAIN AND/OR IMPROVE SAID PUBLIC RIGHT OF WAY.

APPROVAL OF THIS PLAT FOR RECORDING DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATION OF ANY PUBLIC STREET, ROAD OR HIGHWAY DEDICATED ON SUCH PLAT. (SECTION 711 O.R.C.)

APPROVED THIS 24th DAY OF April, 2001

TRANSFERRED THIS 30th DAY OF April, 2001

FILED FOR RECORD THIS 30th DAY OF April, 2001
RECORDED THIS 30th DAY OF April, 2001
PLAT BOOK NO. _____ PAGE NO. ENV. 513A

CONSTRUCTION OF ROAD IMPROVEMENTS AS PER ATHENS COUNTY SUBDIVISION REGULATIONS APPROVED THIS _____ DAY OF _____, 2001

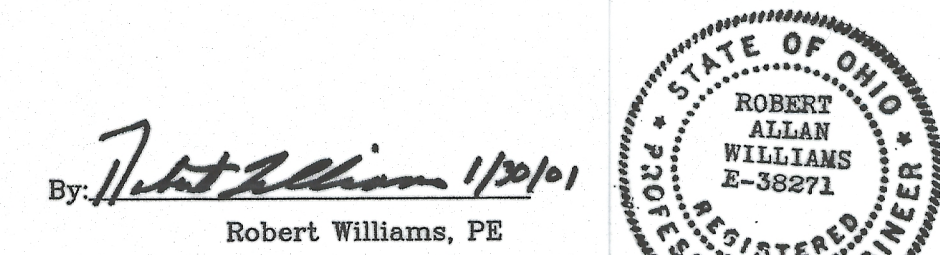
PIN OAK ESTATES
PHASE TWO
(10.815 ACRES)

FIFTEEN (15) SINGLE FAMILY RESIDENTIAL LOTS LOCATED IN SECTION 7, TWP 11, RANGE 14, TRIMBLE TOWNSHIP, ATHENS COUNTY, OHIO

SUBDIVIDERS & OWNERS:
TONY AND REBECCA TRACE
18090 SWINDELL ROAD
GLOUSTER, OHIO 45732
740-767-9737

Easements to the Trimble Township Wastewater Treatment District for septic tanks and pump stations are located as shown. Septic tank easements are 15 feet wide along the street right-of-way and 10 feet deep. Pump station easements are 20 feet wide along the street right-of-way and 20 feet deep.

PIN OAKS ESTATES
PHASE II
SEC 17 TRIMBLE TWP
ENV 513 A



Date: September 2, 1998
Revised: Jan. 29, 2001
Job: Jack.crd, Jack100

Registered Surveyor No. 6416



MGB, INC.
Architecture - Engineering
157 1/2 West Main Street
Lancaster, Ohio 43130
Ph. 740-654-1892 Fax 740-654-1898

TOBIN-McFARLAND SURVEYING INC.
111 West Wheeling Street
Lancaster, Ohio 43130
Ph. 740-687-1710 Fax 740-687-0877