OVERALL SUBDIVISION DESCRIPTION OF LOTS 1 - 7

Being part of the tract of land that is in the name of Classic Gold. Inc. and Robert J. Shostak as recorded in Official Record 235 at page 89. Athens County Recorder's Office, said tract being situated in Form or Lease Lots 113. 146 and 147 (Sections 24. 29 & 30). T9N. R14W. the unincorporated area known as The Plains. Athens Township. Athens County. State of Ohio. United States of America. North America. Planet Earth. and being more particularly described as Follows:

Beginning at a P.K. Nail set in a broken stone found on the east line of Farm or Lease Lot 147, the west line of Farm or Lease Lot 113. the southeast corner of Lot 225 of the now vacated "William U. Finny's First Addition to Verity" as recorded in Old Plat Book 5 at page 7 - New Envelope 202A (vacated by marginal notation dated June 6. 1914 on the recorded plat) and a property owners corner from which the northeast corner of Farm or Lease Lot 147 bears. North 09 degrees 03 minutes 35 seconds East a distance of 1231.28

Thence along the east line of Farm Lease Lot 147. the west line of Farm or Lease Lot 113 and a property owners line. North 09 degrees 03 minutes 35 seconds East a distance of 789.78 feet to a 5/8" X 30" iron pin with a plastic identification cap set on a property owners corner and the existing south end of the Right-of-Way of Shady Lane, and the southwest corner of an additional street Right-of-Way Medication Percel as recorded in Commissioners Journal 37 at page 532 in the Athens County Board of Commissioners Office on November 25. 1986 and recorded in Old Plat Book 11 at page 91 in the Athens County Recorder's Office:

Thence leaving the east line of Form Lease Lot 147 and the west line of Form or Lease Lot 113 and along a property owners line and the south end of the Right-of-Way of Shady Lane. South 80 degrees 56 minutes 25 seconds East. passing through a point being at Station 10+00.00 in the proposed centerline of the extension of Shady Lane at 24.83 feet. going a total distance of 49.66 feet to a 5/8" X 30" iron pin with a plastic identification cap set on a property owners corner, the southeast corner of the above mentioned additional street Right-of-Way Dedication Parcel and the west line of a tract in the name of William and Roseann Schaller as recorded in Deed Book 347 at page 165 and Deed Book 343 at page 527;

Thence along a property owners line and the west line of the Schaller tract. South 09 degrees 01 minute 21 seconds West a distance of 300.23 feet to an iron pin found on the southwest corner of the Schaller tract and a property owners

Thence with mew lines through the property owners land the following eighteen courses:

1. South 20 degrees 28 minutes 04 seconds East a distance of 85.94 feet to a 5/8" X 30" iron pin with a plastic

identification cap set: South 10 degrees 33 minutes 40 seconds East a distance of 117,96 feet to a 5/8" X 30" iron pin with a plastic

identification cap set: South 02 degrees 18 minutes 05 seconds West a distance of 178.02 feet to a 5/8" X 30" iron pin with a plastic

identification cap set:
South 16 degrees 15 minutes 27 seconds West a distance of 172.25 feet to a 5/8' X 30' iron pin with a plastic

identification cap set;
With a curve to the right having a radius of 225.00 feet and a delta of 08 degrees 27 minutes 55 seconds, chord bearing South 02 degrees 37 minutes 00 seconds W. a distance of 33.21 feet to a 5/8" X 30" iron pin with a plastic identification cap set: With a curve to left the having a radius of 25.00 feet and a delta of 73 degrees 17 minutes 25 seconds, chord bearing South 29 degrees 47 minutes 46 seconds East a distance of 29.84 feet to a 5/8" X 30" iron pin with a

plastic identification cap set:
With a curve to the right having a radius of 432.00
feet and a delta of 01 degree 26 minutes 16 seconds. chord bearing South 65 degrees 43 minutes 19 seconds E. a distance of 10.84 feet to a 5/8 X 30 iron pin with e plastic identification cap set:

South 24 degrees 59 minutes 49 seconds West a distance of 50.00 feet to a 5/8" X 30" iron pin with a plastic

identification cap set:
With a curve to the left having a radius of 25.00 feet
and a delta of 84 degrees 57 minutes 14 seconds. chord bearing South 72 degrees 31 minutes 11 seconds West a distance of 33.77 feet to a 5/8" X 30" iron pin with a

plastic identification cap set:
With a curve to the right having a radius of 225.00
feet and a delta of 34 degrees 33 minutes 04 seconds.
chord bearing South 47 degrees 19 minutes 06 seconds W.
a distance of 133.64 feet to a 5/8 X 30 ironipin with

a plastic identification cap set:

11. South 64 degrees 35 minutes 38 seconds West a distance of 136.60 feet to a 5/8" X 30" iron pin with a plastic identification cap set: North 25 degrees 24 minutes 22 seconds West a distance of 50.00 feet to a 5/8" X 30" iron pin with a plastic

identification cap set:
With a curve to the left having a radius of 225.00 feet
and a delta of 11 degrees 00 minutes 25 seconds, chord
bearing South 59 degrees 05 minutes 26 seconds West a
distance of 43.16 feet to a 5/8" X 30" iron pin with a

plastic identification cap set:

14. South 53 degrees 35 minutes 13 seconds West a distance of 82.07 feet to a 5/8" X 30" iron pin with a plastic

identification cap set:
With a curve to the left having a radius of 150.00 feet
and a delta of 11 degrees 44 minutes 24 seconds. chord
bearing South 47 degrees 43 minutes 01 seconds West a
distance of 30.68 feet to a 5/8" X 30" iron pin with a

plastic identification cap set:
South 73 degrees 42 minutes 00 seconds West a distance of 415.02 feet to a 5/8" X 30" iron pin with a plastic

identification cap set;
South 29 degrees 47 minutes 44 seconds West a distance of 138.77 feet to a 5/8 X 30 iron pin with a plastic identification cap set:

North 81 degrees 05 minutes 17 seconds West a distance of 135.18 feet to a 5/8" X 30" iron pin with a plastic identification cap set on a property owners line:

Thence along lines to the property owner the following four North 08 degrees 54 minutes 43 seconds East a distance of 476.61 feet to a 5/8" X 30" iron pin with a plastic identification cap set:
North 78 degrees 12 minutes 43 seconds East a distance of 184.27 feet to a 5/8° X 30° iron pin with a plastic

identification cap set:
North 18 degrees 14 minutes 53 seconds East a distance of 119.51 feet to a 5/8" X 30" iron pin with a plastic

identification cap set. and: South 83 degrees 32 minutes 54 seconds East a distance

of 195.81 feet to 2" X 6" stone with an "X" notch found on the S.W. cor. of Lot 222 of the previously mentioned Vacated "William U. Finny's First Addition to Verity";

Thence along the south line of said addition and continuing along a property owners line. South 79 degrees 41 minutes 49 seconds East a distance of 387.07 feet to the place of beginning. Containing 6.67325 acres in Lots No. 1 through 7 (of which. 0.24659 acre lies in Farm or Lease Lot 113. 5.19888 acres lies in Farm or Lease Lot 147 and 1.22778 ocres lies im Form or Lease Lot 146) and 3.08430 acres in new road rights of way (of which, 2.18842 acres lies in Form or Lease Lot 113, 0.89588 acres lies in Form or Lease Lot 47). making a total of 9.75755 acres. more or less. and subject to all easements of record.

All 5/8" X 300" iron pins with plastic identification caps set are stamped "Seymour & Associates"

The bearings used in the above described tract were based on the east line of Form or Lease Lot 147 as bearing North 09 degrees 03 minutes 35 seconds East and are for the determination of angles only.

The above described tract was surveyed by Seymour & Associates under the direct supervision of Gerald W. Bayha. Ohio Professional Surveyor No. 6139, on December 9, 1996, and revised last on May 15, 1997.

GENERAL NOTES

ALL LOTS DEPICTED HEREON ARE TO BE USED FOR RESI-DENTIAL PURPOSES ONLY. UTILITY-DRAINAGE EASEMENTS ARE RESERVED THIRTY FEET 30.0") IN WIDTH AROUND ALL PERIMETER LINES OF

THE SUBIDIVISION AND THIRTY FEET (30.0°) IN WIDTH EITHER SIDE OF ALL COMMON LOT LINES. Driveway culverts to be installed by the DEVELOPER OR OWNER at the time of construction as follows: 12" MINIMUM DIAMETER AND 30' MINIMUM LENGTH.

Driveway culverts will be installed in accordance with sound construction procedures and are subject to the approval of the Athens County Engineer and/ or the Athens Township Trustees. Road name signs and stop signs will be installed at all intersections, speed limit signs, and a * NO

OUTLET sign at the entrance to Stonehill Sub'd. will all be installed by the developer and are all to be as specified by, and subject to the approval of. the Athens County Engineer's Office and/or the the Athens Township Trustees.

The developer insures that public sanitary sewer & water, as well as, electric, natural gas & television cable will be provided in the subdivision.

12.09.96

revisions

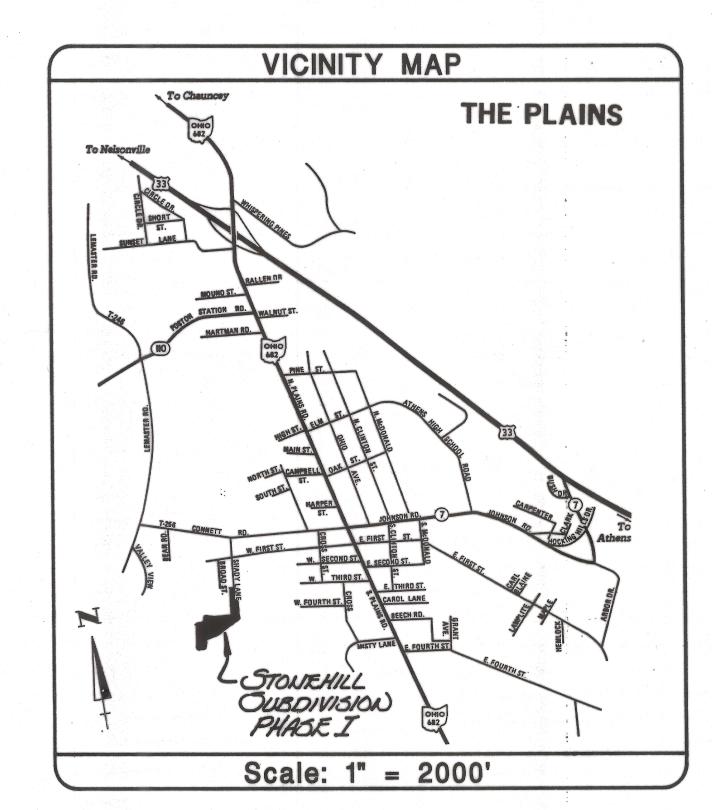
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GB

STONEHILL SUBDIVISION

STONEHILL, LTD., 240 Estates Dr., Athens. OH. 45701

Classic Gold. Inc., Mark E. Spezza, 530 Richland Ave., Athens, OH, 45701 - 614,594,4211 Robert J. Shostak, 14 N. Court St., Suite 301, Athens, OH, 45701 - 614,593,5828



TRANSFER & RECORDING:

Transferred on tex duplicate this 20th day of October . 1997 By David H. Rovett.
Athens County Auditor Filed for record this _____ day of ______. 1997, at _____m. Recorded this ______day of _______. 1997, in the Plat Cabinets at Envelope _____

OWNER'S STATEMENT:

OWNERS: Classic Gold. Inc. & Robert J. Shostak. 530 Richland Ave.. 45701 DEVELOPER: Stonehill. LTD.. 530 Richland Ave.. Athens. OH. 45701 SURVEYOR: Seymour & Associates- 830 W. Hunter St.. Logan. Ohio 43138 STATEMENTS: Situated in the State of Ohio. County of Athens. Township of Athens. and being part of Farm or Lease Lots 113. 146. & 147 (Sections 24. 29 & 30) in the unincorp. area known as The Plains. T14N. R17W. and being part of a tract of land. as conveyed to Classic Gold. Inc. & Rob't. J. Shostak by deed of record in O.R.235 at Pg.89 as recorded in the Athens County Recorder's Office.

The undersigned owners do hereby certify that the attached Plat correctly represents "Stonehill Subdivision - Phase I ", a subdivision of Lots 1 to 7 inclusive, and do hereby accept this plat of same and dedicate to public use all roads and public areas shown herein and not heretofore dedicated. The undersigned further agree that any use or improvements made on the land shall be in conformity with all existing valid platting, health or other lawful regulations of the State of Ohio. County of Athens and City of Athens. including the applicable off-street parking & loading requirements for the benefit of themselves & all other subsequent owners or assigns taking title from, under or through the undersigned.

In witness thereof. Mark E. Spezzo. President. Classic Gold. Inc. and Robert owners, hereunto set their hands on this 2/22 of CULY 1997.

Before me. a Notary Public, in and for said county, personally came the above owners, who acknowledged the signing of the forgoing instrument to be their voluntary act and deed. In witness whereof. I have hereunto set my hand and affixed my afficial seal this witness whereof. I have hereunto set my hand and affixed my afficial seal this witness whereof. I have hereunto set my hand and affixed my afficial seal this witness whereof. I have hereunto set my hand and affixed my afficial seal this witness whereof.

Notory Public Dence Walter _ County HOCKING

My Commission Expires 16-7- 2001

SURVEYOR'S STATEMENT:

STATE OF OHIO. COUNTY OF HOCKING

I hereby certify that an actual survey was made under my supervision of the premises shown hereon on the 9th day of December. 1996. and that this Plat is a correct representation of the premises as determined by said survey and that all monuments shown hereon will be set upon completion of the site work and their location is correctly shown. I further certify that there are no encroachments either way across any boundary line of the premises except as shown hereon. The bearings shown on the attached plat were based on the east line of Farm or Lease Lot 147 as bearing North 09 degrees 03 minutes 35 seconds East and are for the determination of angles only.

Gerald W. Bayha (

Certification Date

APPROVALS

Mothematically approved this 22nd day of August 1997 Approved this 28th day of America 1997. Approved this 223d day of August . 1997 Approved this ______ day of ______ . 1997

Approved this _____ day of ______ . 1997

Approved this ______ day of ______ . 1997

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 04 O.R.C.)

By President, Athens County Commissioners

JULIA MICHAEL SCOTT On 02-05-1998 At 01:58 pm. 480 A LARGE PLAT 43.20

STONEHILL, LTD., fee owner of "THE STONEHILL SUBDIVISION" occording to the plat thereof on file and recorded in the public records of Athens County, hereby make the following declarations as to the limitations, restrictions, and uses to which the lots constituting said Subdivision may be put. Any reference herein to Grantor shall mean Stonehill, Ltd., its agents, successors, or assigns.

1 The intent of these Deed Restrictions is to create a residential subdivision of consistent quality and value and to insure the residents and homeowners that there is a system in place to evaluate concerns which might affect consistency and value as they relate to the real estate. These Deed Restrictions shall be incorporated verbatim in each Deed conveyed or by reference in every and all deeds issued after recording of Final Plat of each phase of the Subdivision.

2. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of time allowed by law. Changes shall be by recorded instrument signed by a majority of the then owners, within the Stonehill Subdivision agreeing to change said restrictions, in whole or in part. One lot shall represent one vote agreeing to change said restrictions.

Invalidation of any of these restrictions by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Lots shall be used for residential purposes. No more than one (1) single family dwelling shall be erected on a lot. All single family dwellings shall have at least an attached two (2) car garage, but not more than an attached four (4) car garage. No carports shall

5. Developer shall approve the site location of all proposed dwellings and improvements on each of the Subdivision lots for the purpose of promoting competibility and promoting privacy within the

6. Developer reserves the right to review the removal and cutting down of trees within this Subdivision for the purpose of maintaining the wooded character of this Subdivision. No tree over twelve (12) inches in diameter measured three (3) feet from the ground shall be cut without Developers written approval.

7. Design of residential dwellings and subsequent additions shall be reviewed by the Developer of these lots prior to construction for the purpose of providing consistency to the entire Subdivision. No dwelling shall be erected placed or altered on any lot until the construction plans, specifications for same, and a plan showing the location of the structure has been approved in writing by the Grantor Stonefull, Ltd., or its duly authorized agents as to the quality of workmanship and materials, hermony of external design with the existing structures, and as to the location with respect to topography and finish grade elevation. Any subsequent additions, alterations, porches, poured concrete foundations, or modifications must be approved by the Grantor Stonehill. Ltd., or its duly authorized agent.

8. All dwellings erected shall have a minimum floor area, exclusive of basements, attics, garages, garage spaces, porches, and decks, of two thousand (2,000) square feet of heated living area. Each dwelling shall have a poured concrete foundation or basement. Each dwelling shall have exterior siding of ceder, stucco, brick, redwood stone, or any combination thereof. No aluminum, metal, or vinyl exterior siding shall be allowed except for minor trim, gutters, and downspouts.

Any building commenced on any lot in said Subdivision shall be completed within eight (8) months from the date of the excevation thereof for or the commencement of construction.

10. No lot shall be subdivided except that two (2) lot owners may subdivide an adjacent lot between them, but only one (1) dwelling shall be built on the combined original lot and the subdivided portion of said divided lot; provided further that adjoining property owners may adjust a common boundary line by sale or exchange if it conforms in all respects with the applicable zoning ordinances and these restrictions.

ENV. 480A AMENDED DEED RESTRICTIONS IN O.R. 308 PAGE 632

RESTRICTIONS

- No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of any improvements or for more than thirty (30) days after said improvement has been completed.
- 12. No dwelling shall be erected or permitted on any lot nearer than the specified frontyard setback distance of thirty (30) feet measured from the nearest street right of way. Each sideyard setback shall be not less than thirty (30) feet. The backyard setback shall be not less than thirty (30) feet.
- 13. Any dwelling erected in said Subdivision shall be landscaped with grass, shrubs, and trees within one (1) year following completion of the outside of said dwelling.
- 14. No trade, sales, business, or manufacture of any kind shall be conducted on any lot or within any dwelling.
- 15. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or
- 16. All swimming pools shall be irrground type and protected to preclude unauthorized entry.
- 17. Each dwelling shall have a driveway with either a concrete or
- 18. Storm water drainage under each driveway approach shall be provided by reinforced concrete pipe, galvanized metal pipe, or other suitable material at least thirty (30) feet in length. All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of or excevation for the dwelling with a minimum culvert pipe size to be twelve (12) inches or larger, as necessary. Further, it is the owner's responsibility to have the culvert pipe at proper grade and of proper size to insure the proper and adequate drainage of water.

19. No fence, hedge, wall, or other permanent structure shall be erected or placed on any lot nearer to the front property line than the minimum building front yard setback line. No portion of the setbock area nearer to any street than building lines, as hereinbefore fixed shall be used for any purpose other than that of a lawn.

Nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks and drives, the the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or commental plants, or for statuery, foundains, and similar ornamentations for the purpose of beautifying the said premises. No vegetables or grains of the ordinary garden or field variety, however, shall be grown upon such portions of the premises and 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.

20. Grantor reserves to and for itself and its agents and assigns the right to grant consents for construction and operation of electric light, telephone poles, conduits, gas lines, pipes, or any an all other utility items in and upon any and all rights-of-way, easements, and highways now existing and later created upon which any portion of said premises shall abut.

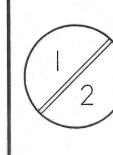
21. Grantor Stonehill, Ltd., expressly reserves easements and rights of way in, over, under, and across each lot in the Subdivision, as designated on the plat, for the installation and maintenance of telephone and electric pole lines or conduits and/or sewers, swales and conduits for storm water and sanitary purposes, ges and/or water lines, or for any other similar facility or utility deemed convenient by Grantor Stonehill. Ltd. or its designees for the service of the premises hereby conveyed and for adjaining and adjacent property. Grantor Stonehill. Ltd. hereby reserves the right to assign the use of any or all of said essements and rights-of-way to any person, firm, or corporation furnishing any one (1) or more of the aforesaid facilities or utilities. Nothing length contained shall adjacet. facilities or utilities. Nothing herein contained shall obligate Grantor Stonehill, Ltd., to install or furnish any of the aforesaid

22. No burning of any kind, except for outdoor cooking on a properly constructed and maintained apparatus, shall be permitted.

- 23. No lot purchased and transferred to purchaser from Grantor Stonehill Ltd., shall be left vacant and unoccupied for a period of more than eighteen (18) months after transfer. It shall be the responsibility of the purchaser to mow the lot and keep it in an orderly and sightly condition prior to the construction of a dwelling. Extensions to the eighteen (18) month vacancy limitation hereinbefore referred to may be granted in writing by the Grantor Stonehill. Ltd., or its designee. Purchaser grants to Grantor the right to repurchase such vacant lot upon expiration of the eighteen (18) months or other period of vacancy. Grantor Stonehill. Ltd., shall give to purchaser or repurchaser in writing a notice thirty (30) days prior to the expired eighteen (18) months or as soon thereafter as practicable showing Stonehills intent to repurchase said lot. Grantor Stonehill. Ltd., at its sole prerogative, can and may repurchase said lot after Ltd. at its sole prerogative, can and may repurchase said lot after the expiration of said thirty (30) days at original sale price.
- 24. No enimals, livestock, or poultry of eny kind shall be raised, bred, or kept on eny lot, except that dogs, cats, and other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, nor shall the number of such household pets be such that it constitutes a nuisence. No noxious or afficient a catality shall be appeared on a page any lot, and shall be considered. offensive activity shall be corried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. The owner of each lot shall keep said lot clean and free of trash, garbage, and debris at all times. Public sever and water services shall be used. No private septic system or water supply shall be used.
- 26. No near lights, placerds, advertising sign, billboard, or other
- advertising device shall be permitted, erected, placed, or allowed to remain upon any lot or building, 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 occupier of adjaining land. This provision shall not be construed to prevent the Grantor Stonehil. Ltd., or Createse their present in a second and account formula and account to the construed to prevent the Grantor Stonehil. Ltd., or Createse their present in a second account of the construent of t Grantees their respective successors and assigns, from maintaining on the premises an advertising sign or device relating to the sale of any premises. Such signs or devices advertising property for sale or used to advertise the builder during construction shall be limited to six (6) square feet and erected only temporarily, but for not more than eight (8) months. A permanent sign erected at the entrance of Stonehill identifying the subdivision, however, would be exempt from
- 27. Each owner at the time of construction of the dwelling on said owner's lot shall provide perking space for all cars of the owner or owners lot shall provide parking space for all cars of the owner or coupiers, either by gerage or other or lot space, so that cars will not be parked on any street in said Subdivision. No premises shall not be used for storing wrecked, junked, or permanently disabled automobiles or any other wrecked or junked articles or for storing anything that would tend to make the property unsightly. Boots and compers and recreational vehicles shall not be parked or stored rearmost on any lot for an extended period of time and they must be kent in an orderly and sightly. Boots and they must be kent in an orderly and sightly manager when period on stored. No heavy kept in an orderly and sightly manner when parked or stored. No heavy trucks or trailers of any kind shall be parked in this Subdivision for a period of more than four (4) hours unless used in the actual construction or repair of buildings on said land.
- 28. Grantor reserves the exclusive right to require that all property conveyed within a ten (10) year term following the date of the sale of the last lot within this Subdivision be listed for sale with Century 21 Classic Gold. Stonehill's exclusive real estate agent, with rates and terms to be customary to the area.
- 29. If any Grantees, their successors, or their assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning any real property situated in the Subdivision to institute legal action against any person or persons violating or attempting to violate any such restrictions and either to prevent it or them from so doing, or to recover demages or other relief for such violation.
- 30. Reasonable variances to these Deed Restrictions may be granted from time to time to a lot owner by the Grantor, Stonehill. Ltd., or its authorized agent only prior to the sale of the last lot in the Stonehill Subdivision and thereafter by a majority of the then owners within the Stonehill Subdivision. One lot shall represent one vote. Any variance shall be in writing signed by the party or parties arentino the variance.

STONEHILL SUBDIVISION ATHENS TWP.

ENV 480 A&B



AT9614E

RECORD PLAT STONEHILL SUBIVISION (PHASE - I)

BEING PARTS OF FARM LOTS 113, 146 & 147 SITUATE IN SECTIONS 24 & 30, TOWN-9-N., RANGE-14-W., THE UNINCORPORATED AREA KNOWN AS "THE PLAINS", ATHENS TOWNSHIP, ATHENS COUNTY, STATE OF OHIO.

UNITED STATES OF AMERICA, NORTH AMERICA, PLANET EARTH.

PROFESSIONAL LAND SURVEYORS • URBAN LOTS & FARM SURVEYS • CONSTRUCTION STAKEOUT • OIL WELL PERMITTING SEYMOUR & . LAND PLANNING SUBDIVISIONS · AERIAL • GPS P.O. Box 624 Logan, Ohio 43138 385-4349

830 W. HUNTER ST.

