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DEBORAH HALL CLEPPER  
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DECLAR 108.00  
OR Book 2750 Page 1426 - 1437



BK: 2750 PG: 1426

**FOURTH AMENDED DECLARATION AND RESTATEMENT OF RESTRICTIVE  
COVENANTS FOR TODDS RUN ESTATES SUBDIVISION  
SECTION 1, BLOCKS A, B, AND C**

This Fourth Amended Declaration and Restatement of Restrictive Covenants is made effective the 16th day of January, 2018, by ANGELO J. SANTORO, TRUSTEE of the ANGELO J. SANTORO FAMILY TRUST u/a dated June 11, 2011, herein "Declarant" and "Owner", witnesseth:

WHEREAS, Angelo J. Santoro, Trustee, as the previous Owner of all of the real estate now known as Todds Run Estates Subdivision, Section 1, Block A, Lots 1 through 21, and Section 1, Block B, Lots 22 through 67, all as set forth on the duly recorded Plats there, the same being found in Plat Cabinet 10, pages 148 and 149 and Plat Cabinet 14, pages 114 and 115 of the Clermont County Recorder's Plat Records, subjected said Lots to the Declaration of Restrictive Covenants found in Volume 1430, page 1736 of the Clermont County Official Record, the (First) Amended Declaration of Restrictive Covenants found in Volume 2047, page 452 of the Clermont County Official Records, the Second Amended Declaration of Restrictive Covenants found in Volume 2150, page 62 of the Clermont County Official Records, and Third Amended Declaration of Restrictive Covenants found in Volume 2544, page 1768 herein "Declaration", and

WHEREAS, Angelo J. Santoro, Trustee reserved the right to annex additional land to the residential community known as Todds Run Estates Subdivision, which land is described in the original Declaration of Restrictive Covenants and all subsequent amendments thereof, and

WHEREAS, Declarant, being the Owners of all of the platted Lots in Todds Run Estates Subdivision, Section 1, Block C, Lots 83 through 90, Plat Cabinet 16, pages 329 and 330 of the Clermont County Recorder's Records as described in Exhibit "A" attached hereto, desires to include the whole thereof in the said residential community known as Todds Run Estates Subdivision, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Todds Run Estates Subdivision and for maintenance of Common Areas, and in the furtherance thereof to subject said real property to a general plan for the use, occupancy and enjoyment of the Lots and Common Areas, and specifically the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said Lots and the Owners thereof; and



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WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities of Todds Run Estates Subdivision and the Community, to provide for the future creation of the Todds Run Estates Community Association, Inc. to which should be delegated and assigned the powers and duties of maintaining and administering the Common Areas and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments as may be necessary;

NOW THEREFORE, Declarant hereby declares that all of the Lots within Todds Run Estates Subdivision, Section 1, Blocks C, as described in Exhibit "A" attached hereto, together with the Lots within Blocks A & B thereof, and such other property as may be subjected to the provisions hereof, shall be held, sold and conveyed subject to the following Restrictive Covenants, the same being for the protection of the value and desirability of said lands, and which shall run with the land and be binding on all parties having any right, title or interest in the described Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a Lot in Todds Run Estates Subdivision and all property annexed thereto and subjected to these Restrictive Covenants in the future.

#### 1. RESTRICTIONS, MAINTENANCE and PLAN APPROVAL

1.1 Use: Except for Lots 1 through 5, each Lot in the Subdivision shall be used only for residential purposes and for such home-based professional or business purposes as may be permitted by the municipal zoning authority having jurisdiction thereof. Lots 1 through 5 may be used for commercial or office or residential purposes or such mixed use as may be permitted by the municipal zoning authority. Notwithstanding the above, the Declarant, or any builders in the subdivision, shall have the right to use residences as model homes or sales offices. After conveyance by the Declarant, Lots 6 through 21 of Section 1, Block A and Lots 22 through 67, Section 1, Block B shall not be subdivided for the purpose of forming additional building lots.

1.2 Structures: No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, one private garage for not more than three cars which may be attached to the dwelling or detached therefrom, and one building for the storage of recreational vehicles.

All detached structures must conform to the architectural style and design of the dwelling. No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

1.3 Maintenance: Each and every Lot and residence thereon shall be maintained by the Owner in a reasonable manner in accordance with the general standards of maintenance prevailing



throughout the community. Lawns and landscaping shall be maintained in good condition and rendered timely upkeep. Owners of Lots abutting a boulevard or roadway shall mow the mounded area and yard up to the curb.

1.4 Trash and debris. No burning of trash and no accumulation or storage of litter, debris, junk, new or used building materials, or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in proper containers and shall not be permitted to remain in the public view except on days of trash collection.

1.5 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any owner or resident thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the residents of adjacent or neighboring Lots.

1.6 Prohibited vehicles: Trucks exceeding a three-quarter (3/4) ton rating may not be stored or parked on any Lot unless within an enclosure or garage and completely out of view. No inoperative vehicle shall be stored on any Lot for a period in excess of five (5) days unless in an enclosure or garage and completely out of view.

1.7 Signage: No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four (4) square feet, political signs and election issue signs during the sixty (60) days prior to the date of the election, and one sign advertising the property for sale or rent. This paragraph shall not apply to signs used by Declarant or a builder to advertise the property during the construction or the sale thereof.

1.8 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed two (2) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets. Owners shall be strictly liable for damages caused by their pets and animals.

1.9 Pools and tennis courts: In-ground swimming pools and tennis courts are permitted, however, the location of pools and tennis courts must be to the rear of the residence and a minimum of twenty-five (25) feet from side property lines. An adequate enclosure shall be erected and maintained either surrounding the property or the pool area. Aesthetic devices such as fences and landscaping shall be incorporated to effectively screen the pool area from view from neighboring Lots and public streets. In-ground swimming pools must be installed totally underground with the side walls beneath the normal grade of the Lot in the area in which they are installed. Above-ground swimming pools are prohibited.



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1.10 Exterior lighting: Exterior lighting is permitted on Lots only when installed in such a manner that the light source does not disturb neighboring property owners and the glare from such lighting does not cast onto any street.

1.11 Fencing: No fence or wall of any kind, specifically including the use of a retaining wall, shall be erected, placed or allowed to remain upon any Lot nearer to any street than the road right-of-way line, utility easement line or private drainage easement line located on the Lot and shall not encroach upon or obstruct free access to such easements and rights-of-way. No fence or wall shall exceed 5' in height.

1.12 Mailboxes: Mailboxes shall be located on the side of the road determined by the postal service. Supporting structures shall be natural wood and mailboxes shall be of a forest green or similar shade of green.

1.13 Utilities: No overhead utility lines are permitted.

1.14 Driveways: All driveways beyond the sidewalk shall be concrete or asphalt. All driveway aprons from edge of pavement to sidewalk shall be concrete.

1.15 Floor areas. Floor area: The floor area of the dwellings within Section 1, Block A, Lots 1 to 21, exclusive of any open porches and garages attached thereto, shall not be less than 2,000 square feet for two-story dwellings and not less than 1,600 square feet for one-story dwellings, and the floor area of all other dwellings within Todds Run Estates, exclusive of any open porches and garages attached thereto, shall not be less than 1,600 square feet for two-story dwellings and not less than 1,200 square feet for one-story dwellings.

1.16 Design considerations: The design and construction of residences and other buildings shall be of a quality and essential characteristics that maintain the value established by neighboring homes.

1.17 Liability for contractors: Each owner shall be responsible for the conduct of builders, contractors and subcontractors during the construction of any improvements to their Lot with regard to keeping the public streets of the Subdivision free of mud and debris and any damage thereto.

1.18 Plan approval: Until December 31, 2028, before construction or installation of any dwelling or building on a Lot, the Owner must submit to Declarant Angelo J. Santoror, Trustee or to his Designee or Successor for approval a complete set of building or installation plans for the proposed dwelling or buildings. The Declarant or his Designee shall approve, reject or modify the plans in writing sent to the Owner in question not more than seven (7) days after the plans are submitted. The said Declarant or his Designee or Successor shall not

unreasonably withhold approval of the plans that conform with the general character of the development on neighboring Lots within the Subdivision.

## 2. TODDS RUN ESTATES COMMUNITY ASSOCIATION

On or before December 31, 2028, Declarant Angelo J. Santoro, Trustee, or his successor, will form the Todds Run Estates Community Association as a non-profit Ohio corporation for the purposes of preserving the values and amenities of the Todds Run Estates and that of such other property as may be subjected to these Covenants comprising the Community aforesaid, the exercise of the powers and duties of maintaining and administering the Common Areas and administering the enforcement of the within covenants and restrictions, and the determination of assessments and charges properly born by Lot Owners.

## 3. COMMON AREAS

3.1 Common Areas designated: Declarant Angelo J. Santoro, Trustee has designated, and intends in the future to designate, portions of the Real Estate as Common Areas and these areas shall be used for recreation, gardening, social gatherings and events subject to rules and regulations as may be adopted from time to time by Declarant and the Association. Until such property shall be designated a Common Area on a duly approved and recorded subdivision plat, it shall remain wholly free from any covenant or restriction or dedication.

3.2 Grant of easement for enjoyment to Lot Owners: Every Owner shall have a right to an easement for the enjoyment of the Common Areas so designated by Declarant within Todds Run Estates and adjacent lands developed by Declarant herein known as Todds Run Estates Community, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following: (a) the right of Declarant and the Todds Run Estates Community Association, herein "Association", in accordance with such Associations Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas, (b) the right of Declarant and Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purposes of this Declaration, (c) easements and restrictions of record, (d) the right of Declarant or the Association to grant additional easements over the Common Areas, and (e) the right of Declarant or the Association to adopt rules and regulations regarding the use of the Common Areas including the right to restrict Owners from access to those portions of the Common Areas that are intended to be utilized for storm water retention purposes or that are intended to remain in their natural, scenic and undeveloped condition.

3.3 Use by family and guests of Owners: Any Owner may delegate, subject to rules and regulations duly adopted as aforesaid, his right of enjoyment in and use of the Common Areas



to members of his family, his guests when accompanied by the Owner's family members, and his tenants or contract purchasers who reside on the property.

3.4 Title: The title to the Common Areas shall remain in the Declarant, Angelo J. Santoro, Trustee, his heirs, successors, and assigns until such time as Declarant has brought about the formation of the Todds Run Estates Community Association, a non-profit Ohio corporation and duly conveyed the Common Areas to the Association.

3.5 Declarant Angelo J. Santoro, Trustee or his heirs, successors and assigns shall be responsible for reasonable and proper maintenance of the Common Areas until such time as the Common Areas are conveyed to the Community Association.

#### 4. EASEMENTS

4.1 Utility easements: Easements for the installation and maintenance of utilities and drainage facilities and easements for access are reserved as shown on the record plat as may be amended from time to time.

4.2 Obstruction of easement prohibited: No structure or other permanent obstruction other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

4.3 Private Drive: Lots 16,17,18 and 19 of Todds Run Estates Subdivision, Section 1, Block A are served by a 12' wide private access drive named Julian Lane on the record plat. Said Lots will be subject to a private maintenance agreement which shall provide for the equal sharing of costs for any and all work and materials necessary to maintain the access drive and private drainage.

#### 5. GENERAL PROVISIONS

5.1 Term: These Restrictive Covenants shall run with the land and remain applicable to the subject real estate for a period of thirty (30) years from the date of this Amended Declaration, after which period these Restrictive Covenants shall automatically renew for successive periods of ten (10) years each unless amended or terminated as provided herein, except for the provisions of Item 4.3 herein above which shall be in perpetuity.



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5.2 Amendment: These Restrictive Covenants may be amended in whole or in part or terminated by a written instrument to such effect which has been executed by the Owners of at least seventy-five (75%) percent of the Lots within Todds Run Estates Subdivision, Section 1, Blocks A, B and C, and such additional Lots as may be subjected to these Restrictive Covenants..

5.3 Invalidity: The determination by a court of law or competent jurisdiction that any provision of these Restrictive Covenants is invalid, illegal or unenforceable for any reason shall not affect the validity, legality or enforceability of any other provision herein.

5.4 Who may enforce: The foregoing restrictions may be enforced by the following persons: Any owner of any interest in any part of the above described property, any heir, successor, executor, administrator or assign of any such person or the Declarant, the Declarant's successors in interest or assigns, or the Association.

5.5 Enforcement: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. For purposes of obtaining relief by way of injunction or specific performance, it shall be deemed that irreparable harm will result to the persons enforcing these Restrictive Covenants from the breach or violation of any of the provisions hereof.

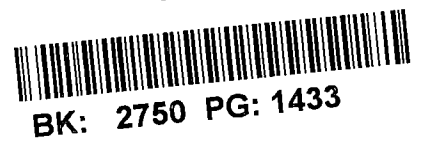
5.6 Failure to enforce: The lack of enforcement of any covenant shall not be construed as a waiver thereof.

5.7 Successors and assigns: These Restrictive Covenants shall be binding upon all persons who may own, occupy, use or reside upon said real estate, their heirs, successors and assigns, and they shall inure to the benefit of all persons who may own, occupy, use or reside upon any Lot within Todds Run Estates and all property subjected to these Restrictive Covenants, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant and Owner of eight (8) of the platted Lots within Todds Run Estates Subdivision, Section 1, Block C, and representing all of the Lots duly platted therein, has hereunto set his hand.



Angelo J. Santoro, Trustee  
Angelo J. Santoro, Trustee, Declarant & Owner of  
Owner of Todds Run Estates Subdivision, Section  
1, Block C and Lot Nos. 83, 84, 85, 86, 87, 88, 89  
and 90



STATE OF OHIO, COUNTY OF CLERMONT.....SS

BE IT REMEMBERED, that on this 16 day of January, 2018 before me, the subscriber, a Notary Public in and for said state, personally came ANGELO J. SANTORO, TRUSTEE, Declarant and Owner in the foregoing Fourth Amended Declaration and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

Notary Public



Prepared by: Lawrence Walker, Attorney at Law, 60 N. Fourth Street, Batavia, OH 45103





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EXHIBIT "A"

Situate in the Village of Williamsburg, Williamsburg Township, Clermont County, and State of Ohio, and in Military Survey Nos. 2947 and 3345, and being described as follows:

All of Lot Nos. 83 through 90 of Todds Run Estates Subdivision, Section 1, Block C as the same are shown and depicted on the recorded plat of said subdivision found in Plat Cabinet 16, pages 329 and 330 of the Clermont County Recorder's Plat Records.

The foregoing Lots being derived from a certain 9.044 acres conveyed to Angelo J. Santoro, Trustee of the Angelo J. Santoro Family Trust by deed dated June 3, 2011 and found of record in Official Record 2319, page 657, the same being described as Tract III in said deed consisting of Tax Parcel #531331.138 (8.525 acres in Williamsburg Village) and Tax Parcel #523504J138 (0.519 acre in Williamsburg Township, all road R/W) more particularly described as follows:

Tract III (9.044 acres):

Situated in the Village of Williamsburg, Township of Williamsburg, County of Clermont, and being a part of the Chambers Military Survey No. 2947, Harvie's Military Survey No. 3345 and Humphrey's Military Survey No. 2946 and being more particularly described as follows:

Commencing at the point of the intersection of Todd's Run Foster Road and Chambers Military Survey No. 2947 and Harvie's Military Survey No. 3345, corner to Donald Jr. and Patricia Moore and William Jr. and Sandra Bradbury; thence South 87°23'45" West along the south line of Earl and Ina Sue Walters and Troy and Lois Anderson a distance of 152.69 feet to a stone;

Thence North 63°19'00" West along the south line of Troy and Lois Anderson, and along the north line of William Jr. and Sandra Bradbury a distance of 114.83 feet to a point corner to Troy and Lois Anderson; thence North 14°24'00" East along the west line of Troy and Lois Anderson a distance of 32.87 feet to a point in the north right-of-way line of Todd's Run Foster Road; thence North 58°22'14" West along said north right-of-way line a distance of 52.35 feet to a point in the east line of David and Susan McCullough;

Thence North 14°24'00" East along the east line of David and Susan McCullough a distance of 290.51 feet to a point, corner to McCullough; thence North 70°34'00" West along the north line of David and Susan McCullough a distance of 147.14 feet to a point, corner to McCullough;

Thence South 14°24'00" West along the west line of David and Susan McCullough a distance of 257.68 feet to a point in the north right-of-way of Todd's Run Foster Road; thence along said north right-of-way line the following two (2) courses:

North 57°05'51" West 100.72 feet and along a circular arc of 52.84 feet deflecting to the left having a radius of 408.53 feet and being subtended by a chord bearing North 60°48'10" West 52.80 feet to a point in the east line of David and Marlene Schuler; thence North 14°24'00" East along the east line of David and Marlene Schuler a distance of 325.12 feet to a point, corner to Schuler;

Thence South 82°57'00" West along the north line of David and Marlene Schuler a distance of 238.56 feet to a point; thence South 61°31'30" West along the north line of David and Marlene Schuler and



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along the north line of Henry Jr. and Ruth Lung a distance of 489.46 feet to a point in the east right-of-way line of Todd's Run Foster Road and the REAL POINT OF BEGINNING;

Thence from said point of beginning, South 61 31'30" West along the north line of Henry Jr. and Ruth Lung a distance of 15.00 feet to a point in the centerline of Todds Run Foster Road, corner to Lung and Angelo J. Santoro;

Thence along said centerline of Todds Run Foster Road the following three (3) courses:

North 54 28'00" West 273.90 feet, North 23 35'00" West 299.30 feet and North 16 54'45" East 938.99 feet to a point, corner to Santoro and Terence Schlueter;

Thence South 78 45'00" East along the south line of Terence Schlueter a distance of 15.07 feet to a point in the east right-of-way line of Todds Run Foster Road; thence South 16 54'45" West along said east right-of-way line a distance of 63.99 feet to a point;

Thence leaving said east right-of-way line along a circular curve deflecting right with a radius of 12.50 feet, a chord bearing of North 61 54'45" East, and a chord length of 17.68 feet, an arc distance of 19.63 feet along a new division line to a point; thence South 73 05'15" East a distance of 101.87 feet to a point;

Thence along a circular curve deflecting left with a radius of 1025.00 feet, a chord bearing of South 75 42'37" East, and a chord length of 93.81 feet, an arc distance of 93.85 feet to a point; thence along a circular curve deflecting right with a radius of 12.50 feet, a chord bearing of South 31 04'34" East, and a chord length of 18.58 feet, an arc distance of 20.95 feet to a point;

Thence South 16 55'37" West a distance of 7.98 feet to a point; thence South 73 04'23" East a distance of 50.00 feet to a point; thence South 16 55'37" West a distance of 662.79 feet to a point;

Thence along a circular curve deflecting left with a radius of 125.00 feet, a chord bearing of South 06 35'06" East, and a chord length of 87.28 feet, an arc distance of 89.16 feet to a point; thence South 23 34'51" East a distance of 400.00 feet to a point in the north line of Henry Jr. Lung thence South 61 36'05" West along the north line of Henry Jr. and Ruth Lung and along the south line of Angelo Santoro a distance of 183.31 feet to a point, corner to Lung and Santoro and the REAL POINT OF BEGINNING, CONTAINING 9.044 acres, being 8.525 acres in Williamsburg Village and 0.519 acre in Williamsburg Township, subject to all legal highways, easements and restrictions of record.

The above description prepared from field surveys and plats dated March 28, 2007 by Angelo J. Santoro, Ohio Registered Surveyor No. 4916. Survey TL84-0065.

Tax Parcel No. 531331.138 (8.525 acres Williamsburg Village)

Tax Parcel No. 523504J138 (0.519 acre Williamsburg Township all road right-of-way)

And further being a part of the original parcel of land owned by Angelo J. Santoro, described as follows:

Situated in the Township of Williamsburg, County of Clermont, and being a part of Chambers Military Survey No. 2947, I-arvi&s Military Survey No. 3345 and Humphreys Military Survey No. 2946 and being more particularly described as follows:



Commencing at the point at the intersection of Todd's Run Foster Road and Chambers Military Survey No. 2947 and Flarvie's Military Survey No. 3345, corner to Donald Jr. and Patricia Moore and William Jr. and Sandra Bradbury; thence South 87 degrees 23 minutes 45 seconds West along the south line of Earl and ma Sue Walters and Troy and Lois Anderson a distance of 152.69 feet to a stone; thence North 63 degrees 19 minutes 00 seconds West along the south line of Troy and Lois Anderson, and along the north line of William Jr. and Sandra Bradbury a distance of 114.83 feet to a point corner to Troy & Lois Anderson; thence North 14 degrees 24 minutes 00 seconds East along the west be of Troy and Lois Anderson a distance of 32.87 feet to a point in the north right-of-way line of Todd's Rim Foster Road, the REAL POINT OF BEGINNING for the annexation; thence from said point of beginning North 58 degrees 22 minutes 14 seconds West along said north right-of-way line a distance of 52.35 feet to a point in the east line of David and Susan McCullough; thence North 14 degrees 24 minutes 00 seconds East along the east line of David and Susan McCullough a distance of 290.51 feet to a point, corner to McCullough; thence North 70 degrees 34 minutes 00 seconds West along the north line of David and Susan McCullough a distance of 147.14 feet to a point, corner to McCullough; thence South 14 degrees 24 minutes 00 seconds West along the west line of David and Susan McCullough a distance of 257.68 feet to a point in the north right-of-way line of Todd's Run Foster Road; thence along said north right-of-way line the following two (2) courses: North 57 degrees 05 minutes 51 seconds West 100.72 feet and along a circular arc of 52.84 feet deflecting to the left having a radius of 408.53 feet and being subtended by a chord bearing North 60 degrees 48 minutes 10 seconds West 52.80 feet to a point in the east line of David and Marlene Schuler; thence North 14 degrees 24 minutes 00 seconds East along the east line of David and Marlene Schuler a distance of 325.12 feet to a point, corner to Schuler; thence South 82 degrees 57 minutes 00 seconds West along the north line of David and Marlene Schuler a distance of 238.56 feet to a point; thence South 61 degrees 35 minutes 30 seconds West along the north line of David and Marlene Schuler and along the north line of Henry Jr. and Ruth Lung a distance of 489.46 feet to a point in the east right-of-way line of Todd's Run Foster Road; thence along said east right-of-way line the following three (3) courses: North 54 degrees 28 minutes 00 seconds West 277.09 feet, North 23 degrees 35 minutes 00 seconds West 289.62 feet and North 16 degrees 54 minutes 45 seconds East 934.95 feet to a point in the south line of Rebecca Carpenter; thence South 78 degrees 45 minutes 00 seconds East along the south line of Rebecca Carpenter a distance of 36.78 feet to a point, corner to Carpenter; thence North 17 degrees 18 minutes 00 seconds East along the east line of Rebecca Carpenter and Robert and Carol Oetzel a distance of 795.03 feet to a paint, corner to Oetzel; thence South 69 degrees 15 minutes 50 seconds East along the south line of Mark and Lucinda Herren, Coleen and David Brown, Marlyon and Jessie Abrams, Stanley Gregory and Catherine Simpson and the existing southerly corporation line of the Village of Williamsburg, a distance of 1439.99 feet to a stone, corner to Gregory and Simpson in the existing corporation line of the Village of Williamsburg; thence North 16 degrees 02 minutes 45 seconds East along the existing corporation line and along the east line of Stanley Gregory and Catherine Simpson, a distance of 1337.49 feet to a point, corner to Tim Wood; thence South 73 degrees 35 minutes 45 seconds East along the existing corporation line and along the south line of Tim Wood a distance of 777.14 feet to a point, corner to Wood; thence North 16 degrees 28 minutes 30 seconds East along the existing corporation line and along the east line of Tim Wood a distance of 910.88 feet to a point in the centerline of Old State Route 32, corner to Wood; thence with the centerline of Old State Route 32 South 73 degrees 46 minutes 30 seconds East a distance of 25.00 feet and South 77 degrees 33 minutes 52 seconds East a distance of 109.96 feet to a point; thence South 12 degrees 26 minutes 08 seconds West 25.00 feet to a point in the south right-of-way line of Old State Route 32; thence South 77 degrees 33 minutes 52 seconds East along said south right-of-way line 309.15 feet to a point in the west line of Williamsburg Junior Athletic Association; thence South 15 degrees 58 minutes 10 seconds West along the west line of Williamsburg Junior Athletic Association a distance of 915.05 feet to a post; thence South 14 degrees 32 minutes 45



seconds West, continuing with said west line and along the west line of Carol and Danny Smith and Thomas and Ruth Kretten a distance of 2805.87 feet to a point, corner to Harold and Judith Bloomfield; thence North 75 degrees 29 minutes 00 seconds West along the north line of Harold and Judith Bloomfield and Debra Carr a distance of 260.00 feet to a point, corner to Carr; thence South 14 degrees 32 minutes 45 seconds West along the west line of Debra Carr a distance of 269.36 feet to a point in the north right-of-way line of Todd's Run Foster Road; thence North 55 degrees 18 minutes 00 seconds West along said north right-of-way line 190.09 feet to a point in the east line of John and Dorothy Oney; thence North 08 degrees 17 minutes 00 seconds East along the east line of John and Dorothy Oney a distance of 539.36 feet to a point; thence continuing with said line North 75 degrees 29 minutes 00 seconds West a distance of 77.71 feet to a point; thence continuing with said line North 22 degrees 43 minutes 00 seconds West a distance of 209.01 feet to a point; thence continuing with said line South 63 degrees 57 minutes 00 seconds West a distance of 279.92 feet to a point, corner to Oney and corner to Richard and Connie Parker; thence North 84 degrees 21 minutes 00 seconds West along the north line of Richard and Connie. Parker a distance of 260.54 feet to a point, corner to Parker; thence South 10 degrees 32 minutes 00 seconds West along the west line of Richard and Connie Parker a distance of 253.40 feet to a point; thence continuing with said line South 12 degrees 39 minutes 00 seconds West a distance of 115.60 feet to a point, corner to Earl and ma Sue Walters; thence North 75 degrees 36 minutes 00 seconds West along the north line of Earl and Ina Sue Walters and Troy and Lois Anderson a distance of 298.50 feet to a point, corner to Anderson; thence South 14 degrees 24 minutes 00 seconds West along the west line of Troy and Lois Anderson a distance of 309.98 feet to the north right-of-way line of Todd's Run Foster Road and the real point of beginning and CONTAINING 147.786 Acres.

The foregoing description prepared from field surveys by Angelo J. Santoro, Ohio Registered Surveyor No. 4916.