

**SURVIVORSHIP DEED**  
**(Statutory Form, Section 5302.17, Ohio Revised Code)**

Vista Land Company LLC, an Ohio Limited Liability Company, for valuable consideration paid, grants with general warranty covenants to Tenaya M. Wolfe, husband of Judith A. Wolfe, and Judith A. Wolfe, wife of Tenaya M. Wolfe, for their joint lives, remainder to the survivor of them whose tax-mailing address is 2452 Prospect-Norton Rd., Prospect, Ohio 43342, the real estate described in Exhibit A attached hereto.

Parcel No. 619-100-01-013-012

This deed is executed by the Grantor and accepted by the Grantees subject to all legal highways, and subject to and with all restrictions, easements, conditions, limitations, and reservations of record, zoning restrictions which have been imposed thereon, and except for taxes and assessments. The property is conveyed subject to the following: (1) Easement For Collector Tile, Surface Drainage, and Drainage Tile Purposes of record in O.R. Vol. 64, Page 600, (2) Corrective Easement For Collector Tile, Surface Drainage, and Drainage Tile Purposes of record in O.R. Vol. 211, Page 1221, and (3) Restrictive Covenants contained in Exhibit B attached hereto.

For prior instrument reference, see deed of record in O.R. Vol. 211, Page 1218, Recorder's Office, Delaware County, Ohio.

Grantor has executed this instrument this 31<sup>st</sup> day of July, 2003.

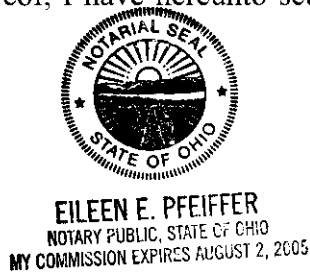
Vista Land Company LLC,  
An Ohio Limited Liability Company

by   
Timothy W. Dickens, Member

STATE OF OHIO  
COUNTY OF DELAWARE, ss.

On this 31<sup>st</sup> day of July, 2003, before me, a notary public in and for said County and State, appeared Timothy W. Dickens, member of Vista Land Company LLC, Grantor in the foregoing deed and acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year aforesaid.



Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

  
NOTARY PUBLIC

This instrument was prepared by Shade and Shade, Attorneys at Law, 41 North Sandusky Street, Suite 410, P.O. Box 438, Delaware, Ohio 43015-0438.

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200300053822  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
08-02-2003 At 05:07 pm.  
DEED 36.00  
OR Book 399 Page 2014 - 2016

Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
DATE 8-1-03 Transfer Tax Paid 123.00  
TRANSFERRED OR TRANSFER NOT NECESSARY  
Delaware County Auditor By SH

200300053822  
SHADE & SHADE

Description of a 5.708 acre tract for  
Vista Land Company LLC

TRACT 10A

Situated in the Township of Marlboro, County of Delaware, State of Ohio, being part of Farm Lot A in Quarter-Township 1, Township 6, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a P.K. Nail found at the intersection of the west line of said Farm Lot A and the centerline of State Route 229;

thence along the said centerline of State Route 229 **South 50° 49' 33" East 1,322.98 feet** to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence **North 29° 23' 23" East 214.55 feet** to an iron bar set (passing an iron bar set at 30.44 feet);

thence **North 12° 06' 04" East 374.60 feet** to an iron bar set;

thence **North 58° 48' 20" West 259.08 feet** to an iron bar set;

thence **North 09° 40' 17" East 157.90 feet** to an iron pipe found;

thence **North 60° 47' 31" East 264.56 feet** to an iron pipe found;

thence **North 58° 49' 11" East 245.14 feet** to an iron pipe found;

thence **South 88° 21' 23" East 41.42 feet** to an iron pipe found, being the northwest corner of a 5.728 acre tract now or formerly owned by Ronald and Robin Miller, as described in Official Records Volume 105, Page 782;

thence along a west line of the said 5.728 acre tract **South 02° 35' 25" West 669.93 feet** to an iron pipe found, being the northeast corner of a 3.698 acre tract now or formerly owned by Vista Lane Company, LLC, as described in Official Records Volume 64, Page 597;

thence along the north line of the said 3.698 acre tract **North 58° 48' 20" West 213.55 feet** to an iron pipe found, being the northwest corner of the said 3.698 acre tract;

thence along a west line of the said 3.698 acre tract **South 12° 06' 04" West 391.66 feet** to an iron pipe found;

thence along a west line of the said 3.698 acre tract **South 30° 32' 04" West 234.83 feet** to a Mag Nail found, being the southwest corner of the said 3.698 acre tract, also being in the said centerline of State Route 229 (passing an iron pipe found at 204.49 feet);

thence along the said centerline of State Route 229 **North 50° 49' 33" West 72.77 feet** to the TRUE POINT OF BEGINNING;

containing 5.708 acres, being part of an original 34.866 acre tract as described in Official Records Volume 206, Page 1344;

subject to all easements, restrictions and rights-of-way, if any, of record.

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on April 23, 2002.  
Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLS:RS 6612".

APPROVED FOR  
Recorder  
Chris Gaskman  
Delaware County Engineer

WFS

**RESTRICTIVE COVENANTS FOR ST. RT. 229**

The real property conveyed by this deed (hereinafter referred to as the "Premises") shall be subject to the following covenants, conditions, restrictions (hereinafter called the "restrictions") and easements.

1. No tract when conveyed by Vista Land Company LLC to any other Grantee(s) shall be further subdivided without the written consent of Vista Land Company LLC and no more than one single family residence shall be constructed on any such tract. However, the provisions of this paragraph shall not prevent the owners of any tract from conveying part of their acreage or lot to the owners of any abutting tract so long as no separate building site is thereby created. No used building materials shall be utilized.
2. No one story residence shall be erected on said Premises containing less than 1,500 sq. ft. of usable floor space. No roof pitch shall be less than 5/12. All one story dwellings less than 1700 sq. ft. shall have a covered front porch of at least 96 sq. ft. and said covering shall be a minimum of fourteen feet in length utilizing a reverse gable of at least 5/12 pitch consisting of the same roof material and connected directly to the roof system of the dwelling.
3. No two story shall be erected on said premises containing less than 1800 sq. ft. of usable floor space. No roof pitch shall be less than 5/12. All two story dwellings less than 2000 sq. ft. shall have covered front porch of at least 96 sq. ft. and a minimum of fourteen feet in length.
4. No split level dwelling shall be erected on said premises containing less than 2000 sq. ft. of usable floor space. No roof pitch shall be less than 5/12. All split level dwellings shall utilize at least one reverse gable of no less than sixteen feet in length with a minimum roof pitch of 5/12. Each such residence shall have a covered front porch containing not less than 96 sq. ft. of area and a minimum of fourteen feet in length.

In all cases the required square footage is exclusive of garages, porches and basements. All residences shall have attached garages designated to hold at least two and no more than four automobiles. No manufactured home or pre-fabricated modular or industrialized house shall be located on the Premises without written consent from Vista Land Company LLC.

5. The Premises shall not be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No signs, billboards or advertising devices of any kind shall be placed or otherwise installed on the Premises or any structure on the Premises, except: (a) one (1) sign to indicate the name of the contractor constructing any residence being built upon the Premises, but only during such construction, (b) one (1) sign used for sale or rental of the residence located on the Premises; and (c) one (1) non-illuminated sign for any permitted business use. Any such permitted sign shall not exceed seven (7) square feet in surface area.

7. No trailer, basement, tent, shack garage, barn temporary structure, or other building erected on the Premises shall at any time be used as a residence, temporarily or permanently.

8. The Premises shall not be used for any obnoxious or offensive purposes. No automobile or motor driven vehicle may be left outdoors upon the Premises for a period of longer than thirty (30) days in a condition such that it is incapable of being lawfully operated upon the public highway. After such a period of time, the vehicle shall be considered a nuisance.

9. Any fuel storage container or facility and any satellite dish placed on the Premises shall be camouflaged in such a manner so as to conceal it from view from the street or abutting lots and the same shall be placed or constructed in a safe and lawful manner.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the premises for commercial purposes. Tracts of three acres and less shall have no more than two animals of adult weight of more than 100 pounds. Tracts of three acres or more may have one animal per acre having adult weight of more than 100 pounds of which no more than 5 cows, 5 swine or 5 sheep shall be kept on any lot or tract.

11. Any easement set forth herein or on any survey plat and any building setback lines set forth herein or on any survey plat together with a right of ingress and egress thereto shall run with the land and shall be perpetual in direction. All of the other restrictions shall be binding upon the Grantee(s) and the successors, assigns, guests and tenants of the Grantee(s), and all subsequent owners and occupants of the Premises through December 31, 2020.

12. It is expressly agreed that, if any covenant, condition, restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

13. These restrictions may be amended by the written consent of the owners of more than two thirds (2/3) of the tracts created by deeds incorporating these restrictions, however, any such amendment shall require the written consent of Vista Land Company LLC for so long as it owns any portion thereof.

14. Vista Land Company LLC shall be permitted to cross the premises for one year from the date of sale for the purposes of marketing.

15. Vista Land Company LLC retains the right to grant concessions on a case by case basis to any of the above stated restrictions.