

NOT 0101010101

This Conveyance has been examined
and the Grantor has complied with
Section 319.202 of the Revised Code,
County Auditor.
FEE 3793.50 EXEMPT _____

201100000423
Filed for Record in
HOCKING COUNTY, OHIO
SANDRA K LEACH-HUNT
02-09-2011 At 03:10 pm.
SURVI DEED 52.00
OR Book 464 Page 470 - 474

APPROVED FOR TRANSFER
Hocking County Engineer's Office
By: CW Date: M. 2 D. 9 Y. 2011

TRANSFERRED

FEB 09 2011

KENNETH R. WILSON
HOCKING COUNTY AUDITOR

SURVIVORSHIP DEED

(RC 5302.17)

Timothy J. Jubach and Karen A. Jubach, husband and wife, of Vinton County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to **Thomas F. Houle and Terese M. Houle**, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is **20358 Buena Vista Rd., Rockbridge, Ohio 43149** the following described real property:

Being 20.0 acres out of a 24.6641 ac. tract described in Volume 331, Page 827, Official Records of Hocking County, Ohio situated in the SW ¼ and in part of Frac. Lot No. 4 of Sec. 35, Perry Twp., T-13N, R-19W, Hocking County, Ohio.

SEE ATTACHED "EXHIBIT A" INCOPORATED HEREIN

Subject to the Protective Covenants attached as "Exhibit B"

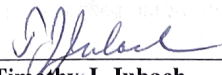
Subject to easements, leases, rights-of-way, reservations and restrictions of record.

Parcel No. 13-00644.0500

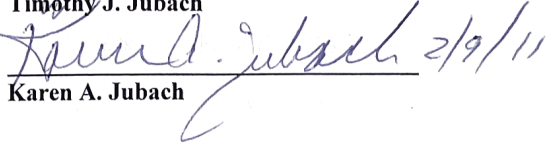
Deed Reference: Volume 331 Page 816, Official Records of Hocking County, Ohio.

Last Transfer: Volume 331, Page 827, Official Records of Hocking County, Ohio.

EXECUTED this 9th day of February, 2011



Timothy J. Jubach



Karen A. Jubach

STATE OF OHIO
COUNTY OF Hocking, ss.:

The foregoing instrument was acknowledged before me this 9th day of
February, 2011, by **Timothy J. Jubach and Karen A. Jubach**, husband and wife, the same
being their voluntary act and deed.

Cherie H. Gall
NOTARY PUBLIC

My Commission Expires:
(seal)

CHERIE HILL GALL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.05 RC

THIS INSTRUMENT PREPARED BY:
Cherie H. Gall, Attorney at Law
MOLLIKA, GALL, SLOAN & SILLERY CO., L.P.A.
35 North College Street
Athens, OH 45701

EXHIBIT "A"

Being a part of the 24.6641 acre tract described in Volume 331, Page 827, Hocking County Official Records, situated in the SW ¼ and in part of Frac. Lot No. 4 of Sec. 35, Perry Twp., T-13N, R-19W, Hocking County, Ohio and being more particularly described as follows:

Beginning at the SW corner of said 24.6641 ac. tract, said point being within the right of way of Co. Rd. 34 (Buena Vista Rd.) and being referenced by the SW corner of Sec. 35 which bears N 87 degrees 36' 54" W a distance of 1378.31 ft.;

Thence, with the west line of said 24.6641 ac. tract, N 2 degrees 23' 11" E, passing an iron pin previously set at 30.00 ft. going a total distance of 967.73 ft. to an iron pin set;

Thence, with a new line, N 81 degrees 45' 48" E a distance of 829.71 ft. to an iron pin set on the east line of the previously cited 24.6641 ac. tract;

Thence, with said east line, S 0 degrees 35' 32" W, passing an iron pin previously set at 1091.22 ft. going a total distance of 1121.22 ft. To a point on the south line of Sec. 35;

Thence, with said south line and within the right of way of Co. Rd. 34, N 87 degrees 36' 54" W a distance of 850.59 ft. to the place of beginning, containing 20.000 acres, more or less, and being subject to the right of way of Co. Rd. 34 and all valid easements.

Cited bearings are based on the bearing system of the 24.6641 ac. tract described in OR Volume 331, Page 827.

All iron pins described as being set or previously set are 5/8" x 30" with a 1 ¼" plastic ID cap stamped "M.P.B.S-6803".

The above description is the result of an actual survey made by Michael P. Berry, Ohio Registered Surveyor No. 6803, on September 9, 2010.

Subject to easements, leases, rights-of-way, reservations and restrictions of record.

Parcel No. 13-00644.0500

Deed Reference: Volume 331 Page 816, Official Records of Hocking County, Ohio.

Last Transfer: Volume 331, Page 827, Official Records of Hocking County, Ohio.

EXHIBIT "B"

Protective Covenants

1. No garage or unfinished single family dwelling, camper, barn, tent, basement, boat or other outbuilding shall at anytime be occupied or used as a temporary or permanent residence by any lot owner of the Property.
2. No modular or mobile homes or temporary structure of any kind, house trailer, camper, recreational vehicle, tent, or other such facility shall be erected, placed or permitted to remain on the property for use as a residence. A recreational vehicle or camper is permitted on the premises for casual use such as weekend visitation or limited time vacation purposes. No Trailers or modular homes are allowed on the premises. Single dwelling homes of log or conventional construction only are allowed on the premises, consisting of at least 1500 sq ft of living space.
3. No business or commercial activity shall be conducted on said premises, including but not limited to commercial businesses or farming, except activities normally related to small agricultural tracts. No public entertainment of any kind shall be permitted on the premises, and the premises shall not be leased or rented at any time,
4. No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, tall weeds, underbrush, tall grasses, junk, scrap, paper or debris of any kind or other unsightly condition. Property shall be kept reasonably trimmed and neat at all times. No lot shall be used or maintained as a dumping ground for rubbish or trash or other waste shall be kept in sanitary containers and all incinerators or other devices for storage or disposal of such materials shall be kept in a clean and sanitary condition. Automotive and farm equipment in inoperative condition shall be properly licensed and not exposed to public view. No motor vehicle of any kind shall be permitted to remain on the premises in a non-operating condition for more than 30 days in any calendar year. Any vehicle which does not display current and valid license plates shall be deemed to be in a "non-operating condition." No semi-tractors or semi-trailers shall be parked or left on the premises at any time.
5. All structures which are in a dilapidated or unsightly condition shall be torn down and the debris removed from the property.
6. The construction of the dwelling house shall be completed within one year from the date of beginning construction.
7. Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
8. Domestic and Farm animals are permissible, except swine, hogs and poultry. The pasture shall not be overgrazed, but shall be healthy and thick. Weeds shall be controlled.
9. Subject to oil leases, crop leases, utility easements, road rights-of-way easements, or drainage easements, if any, lot owners shall grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this Property. Lot owners shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this property.
10. Exceptions to the aforementioned restrictions may be approved by the unanimous consent of all lot owners and the Grantor or his heirs and assigns, so long as the appearance of the area is not adversely affected.
11. All tracts shall not build their home site within 25 (twenty-five) feet of any survey boundary line.
12. No live trees over 6" in diameter can be removed unless for driveway and building construction.
13. No continuously-burning during darkness unshielded lamp or light of any kind, such as a mercury vapor nightlight, is permitted. A manually controlled security light that is mounted on a building is permitted as long as the light is aimed down toward the ground and it is shielded to protect the ambient darkness.

14. The use of all terrain vehicles on the premises is allowed only during dry periods to avoid surface soil erosion provided the vehicles have noise reducing muffler systems. Otherwise, the use of all terrain vehicles is strictly prohibited. Shooting ranges, archery ranges, and motorcycle and all terrain vehicle racing is strictly prohibited on the premises.
15. Lot owners shall have 30 days to comply with any of these restrictions that are currently being violated.
16. The premises shall not be subdivided, and only one resident home is allowed per lot.
17. These restriction shall be deemed to run with the land and shall continue in full force and effect for a restriction shall be deemed to run with the land and shall continue in full force and effect for period of Fifty years from the date hereof, and shall be automatically renewed for successive Fifty year periods unless released or revised by the unanimous consent of all lot owners and the Grantor or his heirs or assigns.
18. It is the intent that these protective covenants benefit owners of the premises, the lot owners, and the Grantor, his heirs and assigns. Any owner of the premises, such lot owners and/or the Grantor, his heirs and assigns, shall have the right to enforce by a proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. All conveyances of the premises shall be subject to these protective covenants. These protective covenants are for the protection of the owners of the premises, every other person who may become the owner of a lot, and the Grantor, his heirs and assigns. Any future plat of the premises shall be made subject to these protective covenants. Invalidation of any of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. No previous lot owner shall be obligated to join or assist in any suit brought by the lot owner or owners to enforce these restrictions.