MINUTES OF THE PLEASANT TOWNSHIP BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 20, 2020
5:30 PM

The meeting was called to order at 5:30 PM by Trustee Miller with all Trustees present.

Minutes from the August 6 meeting were approved as submitted.

Fiscal Officer reported receipts of $765,941.01 and payments of $47,589.87 since the last meeting. All bills submitted were approved for payment.

State Auditor released the Township’s 2018-2019 Audit report on August 11. The audit was clean with no exceptions reported.

A Resolution to establish a 25 MPH speed limit in Cook’s Pond Estates has been prepared.

20-056 Mr. Miller moved to establish a safe prima facie speed limit of 25 miles per hour issue on Cooks Pond Drive NE, Oak Hill Court NE, Quail Run Court NE and Maple Ridge Drive NE in Cook’s Pond Estates; seconded by Ms. Moellendick. Voting: Kemmerer - yes; Miller - yes; Moellendick – yes; Motion approved.

A statement of rates and amounts for 2021 was received from the County Budget Commission and reviewed by Trustees.

20-057 Mr. Miller moved to accept the amounts and rates for 2021 as set by the County Budget Commission; seconded by Mr. Kemmerer. Voting: Kemmerer - yes; Miller - yes; Moellendick - yes. Motion passed.

Ms. Rebekah Young, 1175 Pleasantville Road NE, addressed Trustees over lack of access to broadband internet service. Ms. Young explained that her property near Stringtown Road is in an area that is not serviced by AT&T, Spectrum or Frontier. Spectrum quoted a cost of approximately $40,000 to run service approximately 1.5 miles to the nearest connection point. She has talked to several State officials about the lack of access and hoped that Trustees might be able to coordinate an effort with Walnut, Liberty and Greenfield Township that are all close by and are also affected by this lack of availability. Mr. Miller said that he spoken with a contact at Spectrum about extending service to nearby unserved areas. He will contact Ms. Young as soon as he receives a response.

Zoning Inspector Fowler reported 3 permits issued for $650. He discussed a situation regarding property at 5110 Stringtown Road in which a split was made in the 1970’s before Zoning. The parcel is shown in 3 sections with the center section assigned a new parcel number and the sections on either side both retaining the original parcel number. In order to sell either of these parcels, the duplicate numbering problem must be corrected. A Zoning Variance had been suggested, but Mr. Fowler said that he cannot find any variance that addresses this situation. Trustees agreed that the property owner should not be penalized in correcting this problem that was created decades ago. Mr. Fowler requested Trustees grant him authority to approve the split to correct the error of two parcels with the same number.

20-058 Ms. Moellendick moved to authorize Zoning Inspector Fowler to approve the lot split at 5110 Stringtown Road to correct the error of two parcels having the same parcel number (0290216230); seconded by Mr. Miller. Voting: Kemmerer - yes; Miller - yes; Moellendick - yes. Motion passed.

Chief Hutton reported on Fire Department matters. The air conditioning compressor on the E-One has failed. The part, but not labor, is covered under warranty. Midwest is waiting to receive the warranty compressor. Body work is finished on the grass truck. They are still searching for matching striping material to complete the graphics. The rescue must be pump tested before being returned to
service. Repairs were to be completed by August 17, then delayed to August 21. Pierce will have their mechanics inspect the truck. Midwest will also be present to represent the Township during the inspection.

Chief requested that Frederick Murray be removed from active payroll due to non-participation. He has not requested any hours since leaving full-time and has not responded to phone calls or emails. Trustees verbally approved the removal.

The new disinfection fogger has been received and used several times. A schedule has been set up to disinfect rooms at the fire station and Township office.

Mr. Miller had been contacted by the leader of a Girl Scout troop about using the Community Room for meetings because the Pleasantville Community Room is closed. Ms. Moellendick has also been involved and had asked the troop leader to check other facilities in Pleasantville. Trustees noted that the Township Community Room has been closed to all use, including a Boy Scout troop that had been using the room. Ms. Moellendick will follow up with the troop leader and inform her of the decision.

At this time, the Scarecrow Tour and Pleasantville Trick or Treat are still planned to be held.

Rick Boyer said that the Ford dump truck will need new front tires before winter. They will be replacing culverts next week. The front loader was delivered Wednesday.

Mr. Miller moved to adjourn; seconded by Mr. Kemmerer. Meeting adjourned at 6:22 PM

Chairman

Fiscal Officer
## Receipt - Payment Register

**Pleasant Township, Fairfield County**

**From 08/07/2020 to 08/20/2020**

<table>
<thead>
<tr>
<th>Warrant Number</th>
<th>Date</th>
<th>Type</th>
<th>Vendor/Payee</th>
<th>Amount</th>
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<td>STD</td>
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<tr>
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<td>$(32,057.89)</td>
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<td>STD</td>
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<td>53_INVEST</td>
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<td><strong>Total Receipts:</strong> $785,941.01</td>
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<td><strong>Total Payments:</strong> $47,589.87</td>
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**Receipt Type:** INT - Interest, STD - Standard, MEMO - Memo Receipt, ADJ - Payment Adjustment

**Payment Type:** AW - Accounting Warrant, CH - Electronic Payment Advice, EP - Payroll EFT Voucher, EW - Withholding Voucher, WH - Withholding Warrant
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<th>Name</th>
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<tr>
<td>Reed Young</td>
<td>Tim Malone</td>
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Resolution 20-056

Establish Prima Facie Speed Limit – Cook’s Pond Estates

WHEREAS, The Fairfield County Commissioners have accepted the improvements for Cook’s Pond Estates and have turned these improvements over to Pleasant Township for maintenance purposes. Exhibit A is attached hereto and incorporated herein; and

WHEREAS, the Board of Trustees is authorized to declare a reasonable and safe prima facie speed of not less than twenty-five (25) miles per hour on any part of a highway under its jurisdiction which is located in a commercial or residential subdivision, except on highways or portions thereof at the entrances to which vehicular from the majority of intersecting highways is required to yield the right-of-way to vehicles on such highways in obedience to stop or yield signs or traffic control signals; and

WHEREAS, pursuant to Ohio Revised Code Section 4511.21(K), the Pleasant Township Board of Trustees, Fairfield County, Ohio, deem it necessary for the general safety, health and welfare of the Township to determine that a reasonable and safe prima facie speed limit of 25 miles per hour is effective under the Pleasant Township Board of Trustees jurisdiction;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Pleasant Township, Fairfield County, Ohio, that:

It be declared that the reasonable and safe prima facie speed limit of twenty five (25) miles per hour be established on the following highways under the jurisdiction of the Board of Trustees:

Cooks Pond Estates: Cooks Pond Drive NE, Oak Hill Court NE, Quail Run Court NE and Maple Ridge Drive NE, with the limits of these streets established on the recorded plat (Exhibit B)

It is further resolved that the appropriate signs reflecting the new speed limit shall be placed in accordance with the Ohio Manual of Uniform Traffic Control Devices.

Joseph J. Kemmerer, Trustee

James M. Snyder, Fiscal Officer

Jason R. Miller, Trustee

Motion by: Mr. Miller

Rayna L. Moellendick, Trustee

Seconded by: Ms Moellendick

That the resolution be adopted was carried by the following vote:

YEAS: 3  NAYS: 0

Date: August 20, 2020
A resolution to approve Final Acceptance of the Cooks Pond Estates Subdivision [Regional Planning]

WHEREAS, the public improvements of the Cooks Pond Estates subdivision have now been completed pursuant to the requirements of the Fairfield County Subdivision Regulations,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That this Board hereby grants final acceptance of the public improvements for the Cooks Pond Estates subdivision.

Prepared by: Holly Mattel
cc: Regional Planning
Resolution No. 2013-12.17.u

A resolution to approve Final Acceptance of the Cooks Pond Estates Subdivision

(Fairfield County Regional Planning Commission)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

    David L. Levacy, President    Aye
    Steven A. Davis, Vice President Aye
    Mike Kiger                     Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK
It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

Rachel Elsea
Board of County Commissioners
Fairfield County, Ohio
LEGAL DESCRIPTION

Situated in the State of Ohio, County of Fairfield, Township of Pleasant and being all of a parcel of land conveyed to Price Development Corporation (hereinafter referred to as "Grantee") in Official Record 1301, Page 1633 and located in the North Half of Section 18, Range 18 and being more particularly described as follows:

BEGINNING at the Northwesterly corner of the Wendy Acres Subdivision as recorded in Plat Volume 11, Page 64 and in the center of Stringtown Road:

Thence N 0' 04' 08" E along the Grantee's property line and the center of Stringtown Road a distance of 97.05 feet to a point, said point being a property corner of the Grantee;

Thence S 87' 30" 08 E along a line of the Grantee's property line 334.98 feet to a point, said point being a property corner of the Grantee;

Thence with the Grantee's Westerly property lines the following (3) courses:

1) N 02' 28' 58" E a distance of 625.08 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348" (passing 3/4 inch iron pipe found at 125.02 feet, 250.01 feet and 375.02 feet and a 3/4-inch iron pin found at 498.74 feet);

2) S 87' 22' 26" E a distance of 74.91 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348";

3) N 02' 38' 45" E a distance of 374.92 feet to a 5/8-inch iron pin found (passing 3/4 inch iron pipe found at 124.86 feet and a 3/4-inch iron pin found at 248.90 feet), said iron pin being the Grantee's Northwesterly property corner;

Thence S 87' 35" 48" E along the Grantee's Northerly property line a distance of 1936.12 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348", said iron pin being the Grantee's Northerly property corner;

Thence with the Grantee's Easterly property lines the following (5) courses:

1) S 02' 26' 13" W a distance of 252.35 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348";

2) S 87' 33' 20" E a distance of 127.54 feet to a 3/4-inch iron pipe found;

3) S 21' 44' 21" W a distance of 299.89 feet to an iron pin set;

4) S 67' 59' 08" E a distance of 354.48 feet to a point (passing a 1/2-inch iron pin found with a plastic identification cap inscribed "4313" at 328.63 feet and an iron pin set at 304.48 feet), said point being in the center of Fire-Mar Road;

5) S 21' 05' 20" W along the center of Fire-Mar Road a distance of 851.31 feet to a 5/8-inch iron pin found, said iron pin being the Grantee's Southerly property corner and at the intersection of Fire-Mar Road and Ginder Road;

Thence N 87' 04' 19" W along the Grantee's Southerly property line and the center of Ginder Road a distance of 677.35 feet to a point;

Thence leaving the center of Ginder Road N 02' 31' 07" E a distance of 363.00 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348" (passing an iron pin set at 320.00 feet), said iron pin being a property corner of the Grantee;

Thence along the Grantor's Southerly property lines the following (5) courses:

1) N 87' 41' 32" W a distance of 599.64 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348" (passing 3/4 inch iron pipe found at 149.92 feet, 299.86 feet and 449.79 feet);

2) S 02' 10' 54" W a distance of 672.96 feet to a 3/4-inch iron pipe found;

3) N 87' 40' 13" W a distance of 456.08 feet to a 5/8-inch iron pin found with a plastic identification cap inscribed "BEIDER 5348";

4) S 02' 09' 43" E a distance of 59.58 feet to a 3/4-inch iron pipe found;

5) N 87' 28' 13" W a distance of 484.56 feet (passing a 3/4-inch iron pipe found at 125.02 feet, an iron pin set at 449.56 feet and a 3/4-inch iron pipe found at 458.80 feet) to the point of beginning, containing 62,566 acres, more or less, and subject to all legal easements and rights of way of record.

All iron pins set are 5/8-inch iron pins 30" in length with plastic identification caps inscribed "CASSELL S-6378."

The bearing system for this description is based on the centerline of Ginder Road and bears N 87' 04' 19" W and is for the determination of angles only.

SURVEYOR'S STATEMENT

I hereby certify that this plat represents a true and complete survey made by me or under my supervision on behalf of Cassell & Associates, PLLC.

Jerry L. Cassell, P.S., Ohio Professional Surveyor No. 6378

GENERAL NOTES

1) The Utility Easements shown on this plat are granted to public and private utilities for the construction, operation, maintenance, repair, replacement, and/or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to remain in effect forever.

2) The developer reserves the right to develop properties on the site for any purpose not to include the installation of buildings or additions.

3) Lot No. 1, 16, 21, 25, 26, 27, 28, 29, 30, 31, and 32 shall be occupied by additions to existing dwellings.

All other lots shall be developed as shown.
NOTARIZED OWNERS' DECLARATION AND ACKNOWLEDGMENT

We, the undersigned, being all the owners and lien holders of the land hereto described, do hereby consent to the execution of said plat, and dedicate the streets, hereon, (Cook's Pond Drive NE) having 3,987 Acres, Oak Hill Court NE having 1,013 Acres, (Fairfield hills Drive NE) having 0.956 Acres, Maple Ridge Court NE having 1,228 Acres and Existing Ginder/Freestar Roads NE having 1,170 Acres) comprising a total of 8,064 acres, to the public use forever.

UTILITY EASEMENTS: Utility easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY AND SANITARY SEWER EASEMENTS: Utility and sanitary sewer easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

SANITARY SEWER EASEMENTS: Easements designated as Sanitary Sewer Easements on this plat are for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said sewers and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer Easements.

DRAINAGE EASEMENTS: An easement is hereby granted for the purpose of drainage/storm sewer, operation, reconstruction, usage, and maintenance of storm drainage swales, ditches, and underground piping and appurtenant works on any part of the drainage/storm sewer system serving the subdivision. Each lot shall be assessed in accordance with the rules and regulations governing such district for the inspections, maintenance, repair, and replacement of said drainage/storm sewer system.

The owner or users of the fee simple title to each of the lots and lands shown herein that has within it the area designated herein as "Drainage Easement" or "Drainage Easement Area" are hereby granted a lien, sufficient to secure the payment of all sums due and owing for the construction, maintenance, and operation of such storm drainage swales within said portion of the drainage easement or drainage and sanitary sewer easement area.

The easement for storm sewer, storm drainage swales, and underground piping and appurtenant works is hereby granted to the Board of Fairfield County Commissioners and its assigns, for use at such time as it is determined that for reasons of public health, safety, and welfare it is necessary to construct, reconstruct, maintain, and operate such storm drainage swales within the Preservation Easement, the costs, both direct and incidental, shall be paid by the owner or users of the fee simple title to the lots and land upon which such maintenance in performed by a drainage easement maintenance district established for the subdivision.

Monuments shown on the plat as not in place at the time of recording shall be placed prior to acceptance of the streets.

Vehicular right-of-access shall not be allowed across the (1) foot no access easement (lying parallel to Ginder Ridge NE at the front of Lot 24 and 25), the South side of Reserve "A", and the North side of Reserve "B" except where designated on the plat. Access through Reserve "A", North to the Backsan parcel and through Reserve "B", South to Wendy Acres Subdivision (See Note Sheet 7 of 9).

A property owners association is required as a condition of this plat. All property owners shall be members of said association, and shall be responsible for drainage, wastewater treatment plant, recreation area, and open space, etc.

This plat is subject to the covenants and restrictions shown on the separate recorded plats/hereditary and labeled "Sheets 2 through 4 of 9 Sheets".

STATE OF OHIO, FAIRFIELD COUNTY

This day of ___________, 20___, personally came the said ___________, and acknowledged the signing and execution of the foregoing statement to be their voluntary act and deed.

My Commission Expires ___________.

Witnesses:

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4. Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices must be installed and followed around the perimeter of the clearing, and across all swales and along all waterways in order to prevent silting damage to adjoining properties. All earth moved or disturbed during the construction process on any lot, such drainage shall be permissible or reseeded in a reasonable manner so that the drainage of adjoining tracts is not disturbed. Each lot owner must maintain, repair, or replace that portion of any drainage line that crosses such owner’s lot.

5. All lots in the subdivision shall be part of a drainage district for the maintenance, repair and replacement of the drainage/storm sewer system serving the subdivision. Each lot owner shall be assessed in accordance with the rules and regulations governing such district for the inspection, maintenance, repair and replacement of such drainage/storm sewer system.

6. All construction on any lot shall be by conventional methods, using normally accepted building methods and materials, and materials for such purpose, which building materials shall be used on any lot at any time, as a residence, either temporarily or permanently. No dwelling, and its attached garage, shall have been substantially completed (including final grading and landscaping) on the lot upon which such dwelling and its attached garage, are constructed as shown by the issuance of a final inspection certificate issued by the Grantor or its designee. In the event the Grantor, or its designee, fails to issue such a certificate within seven (7) days after the same has been requested, the same shall be deemed issued. A minimum of 15 shrubs or bushes shall be planted as foundation landscaping in the front of the home, and the yard is to be seeded with grass or other sod before the issuance of the certificate or the date of assessment.

8. Any dwelling, and its attached garage, shall be substantially complete and free of any structural defects within one year from the date the same shall have been commenced.

10. Notwithstanding any other provision hereof, before construction is commenced, the location of the dwelling, driveway, and any sanitary systems, and residential sanitary system shall be approved by the Fairfield County Combined General Health District. All on-site sanitary systems in operation on any lot, including any perimeter drains installed and used in connection with any sanitary systems, shall be inspected annually by the Grantor or its designee. Such inspections shall be undertaken by an individual satisfactory to the Fairfield County Combined General Health District. An easement is hereby reserved in favor of the Grantor or its designee for enter in and upon any lot to undertake such annual inspections of sanitary systems. Such inspections shall be delivered to the Fairfield County Combined General Health District. Each lot owner shall be assessed a fee for each inspection hereinafter provided, to cover the expense of such inspections. This does not replace any fees or inspections required by the Fairfield County Combined General Health District. If the Grantor, or its designee, fails to conduct an inspection of any sanitary system on a lot, the lot owner shall be liable to the Grantor for any costs incurred therefor.

11. Each lot purchaser shall pay the prevailing tax fee for natural gas service available.

12. No animals, livestock, poultry or any kind of poultry shall be raised, bred or kept on any parcel, except that cats, dogs or other household pets may be kept. No animals, livestock, poultry or any kind of poultry shall ever be kept, bred or maintained for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. All livestock in pens shall be confined or restrained to prevent their trespass onto other lots in the subdivision. Electric invisible fences are encouraged for pet enclosures.

13. The size and type of driveway drainage structure shall be determined by the Grantor, or its designee, and shall meet all requirements of the manager of the subdivision.

14. No hedge, tree or shrub lines shall be placed on any lot that obstructs the view of traffic approaching any street or road intersection within or surrounding the area affected thereby. The same shall apply to plantings near to driveways entering a street or road.

15. No utility or vehicle park, or equipment, including mowers, tractors, and other lawn or garden equipment, campers, boats, boat trailers, house trailers or other utility vehicles shall be parked or parked on any lot for a period in excess of seven (7) consecutive days unless it is entirely within the garage or other enclosed area designated expressly for such purpose, or the vehicle vehicles of any kind whatsoever shall be parked or parked on any lot for a period in excess of seven (7) consecutive days except entirely within the garage or other enclosed area designated expressly for such purpose. No motorcycle, motorbike, motorbike, dirt bike, go cart, snowmobile or similar vehicle shall be operated on any lot.

16. No obvious or offensive activity shall be permitted on any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

17. No lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, garden waste, prunings, or other waste shall not be kept, except it is kept in bins or containers for collection that shall be stored within a structure or concealed by landscaping, or other appurtenant canopy or landscape. A year round visual screen for such containers from neighboring streets or properties, as approved by the Grantor or its designee. Each lot owner shall keep clean and sanitary. Each lot owner shall arrange for trash to be collected and facilitate collection and removal of trash for a period not to exceed twenty (12) hours prior to pick-up.

18. All trees, shrubs, grass and plantings of every kind of any lot shall be trimmed, pruned, and free of trash and unsightly material. No weeds, underbrush, or other unsightly growths shall be permitted to grow on any lot, and all necessary objects shall be allowed to be placed or suffered to remain anywhere thereon. All vegetation that is to be removed must be removed at least twice each year, namely: once in June and once in October. First, firewood shall be stacked at the rear of the home and shall not be covered by plastic, tarps or other unsightly coverings.

19. No lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into disrepair. Each lot shall at all times be kept in good condition and repair and adequately painted and landscaped and maintained with specifications established by the Grantor or its designee. Each lot owner, for himself and his successors and assigns, hereby grants to the Grantor or its designee, the right to make necessary alterations, repairs or maintenance to carry out the intent of this provision, and hereby further agrees to reimburse the Grantor or its designee for any expenses actually incurred in carrying out the foregoing.

20. No later than upon the sale of all of the lots in the subdivision, the Grantor shall cause a resident Owners’ Association to be formed for the purpose of entering the restrictions set forth in this deed and managing the affairs of the residents of the subdivision in accordance with the by-laws of the Association. Such duties shall include, without limitation, the maintenance of the entrance monument, Cooks Park and Reserve Areas “A” and “B” (unless deeded to the adjoining) and the landscaping and the maintenance of the storage or disposal of the lots in The Cooks Pond Subdivision shall be members of the Association, which shall be an Ohio nonprofit corporation. Prior to the formation of the Association, the Grantor shall have the responsibilities of the Association in order to carry out the purposes described herein. If the Association (as is formed) and the Association (after it is formed) shall have the right to assess the owner of each lot, other than the Grantor, or the Grantee herein, an annual assessment of $100.00 which amount may be adjusted by the Grantor (prior to the formation of the Association) and in accordance with the by-laws of the Association. By accepting the deed, each lot owner agrees to pay such annual assessment. If any assessment remains unpaid for thirty (30) days after demand for payment is made, Grantor or the Association, may file a certificate with the recorder of Fairfield County, Ohio setting forth an amount to such assessment and lot or lots to which it pertains. Such amount shall be liened against said lot or lots from the date of assessment. Upon a written request therefore, Grantor, or its designee, shall provide the owner of any lot with a certification of the amount of the assessment or, if any, due and payable in regard to such lot.

COOKS POND ESTATES
STRATIFIED TIDELAND SUBDIVISION IN THE TOWNSHIP OF PLEASANT, IN THE COUNTY OF FAIRFIELD, IN THE STATE OF OHIO

CASSELL & ASSOCIATES, LLC
PROFESSIONAL LAND SURVEYING

5605 Dana Field Road, Lebanon, Ohio 45036
(513) 938-1608

3651 East Houston Road, Lebanon, Ohio 45036
(513) 938-1608

FAIRFIELD COUNTY COMBINED GENERAL HEALTH DISTRICT

200 HUBER ROAD, SUITE 140, COLUMBUS, OH 43219
(614) 852-8989

OHIO DEPARTMENT OF NURSES’ HEALTH

200 NORTH HIGH STREET, COLUMBUS, OH 43215
(614) 466-3312
RESTRICTIONS (Cont.)

its design, fails to provide such certification conclusively, it will be presumed that such assessments are paid in full through the mechanics lien on record. The Cook's Park proposed
area includes the pond and the 10 foot maintenance easement around the pond will be dedicated to the Association and will be its responsibility for maintenance. This property is near an
agricultural district. At times, noise, spray, insects and odor occur due to normal farming activities. Anyone interested in
locating near this property should take its current use into consideration.

The proposed Cook's Park and the Maintenance Easement around the pond will be dedicated to the
Homeowners' Association and it will be the responsibility of the Homeowners' Association for maintaining the pond and
maintenance easement area. Reserve Areas "A" and "B" will be dedicated to the Homeowners' Association and it will be the responsibility of the Homeowners' Association to maintain and keep these reserves, unless they are transferred to the adjoining owners.

21. The Grantor, or the heirs and assigns of the Grantor, shall not convey or otherwise alienate said premises or any part thereof, or interest therein, unless such instrument of conveyance shall expressly provide that the person or persons receiving the same shall accept and be bound by the terms and obligations hereof expressed.

22. Enforcement of these restrictions may be by proceedings at law or in equity, brought by an owner or other party in interest, including the Grantor, or its designee, against any person violating or attempting to violate any of the restrictions, and may include an action for damages, or to restrain violation, or to enforce compliance. No action to enjoin any violation of any restrictions or to enforce any restriction shall be considered a waiver or the right to do so thereafter, either as to the same or subsequent violations. Any party bringing an action to enforce these restrictions, either in law or in equity, shall pay all or their reasonable costs in doing so, including reasonable attorney fees.

23. Violation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

24. Notwithstanding any other provision hereof, before any construction is commenced on any lot, the location of the dwelling, driveway, on-site sanitary disposal system, and residual water well shall be approved by the Fairfield County Combined General Health District. Additionally, such mechanical systems may require annual inspection by the Fairfield County Combined General Health District. To the extent that an inspection of any such
mechanical system shows any deficiencies in the on-site sanitary disposal system on a lot in accordance with the rules and requirements of the Fairfield County Combined General Health District, the owner of such lot shall bear the entire expense of remedying such defects. The lots that may need such mechanical systems are limited to Lot No.'s 1, 10, 11, 17, and 22. Drawings of loc layouts for such lots required by the Fairfield County Combined General Health District. If and when central sewer and/or water services are available, all lots shall be required to convert to such systems.

25. Due to limiting conditions such as but not limited to topography, soil type, water table, depth to bedrock and limited usable area, the following lots 13, 16, 19, 20, 22, 24, 25, 26, 27, 28, 29, 30, 31 and 32 shall be limited to dwellings with 3 (or fewer) bedrooms for the design of the sewage treatment system.

26. Existing wells will require an alteration permit when a dwelling is constructed on a lot with an existing well. If the well does not meet requirements set forth in OAC 3701-28, Private Water System Rules, a new well will be required for that lot.

27. Public Sewers—When public sewers are determined by the City/County Sanitary Engineer of the Fairfield County Combined General Health District to be desired and accessible to lots within a subdivision, the sewer system shall be properly abandoned or demolished within the (90) ninety day period. Connection to the sanitary sewer system and abandonment of the on-site system shall be completed in conformity with all regulations and requirements of the City/County Sanitary Engineer, Fairfield County Combined General Health District, and/or the public sewer provider, as appropriate. The lot owner is responsible for all applicable fees, charges, and assessments.

28. Some lots within the subdivision may require specific lot layouts due to limiting conditions for the sewage treatment system. These conditions include, but are not limited to, topography, soil type, water table, depth to bedrock, and limited usable area within the lot. The developer's engineer will submit plans to the Fairfield County Combined General Health District and the Fairfield County Regional Planning Commission for further review. The plans will be reviewed and approved by a joint committee of the planning commission and the health department. The lots within the subdivision that will require specific lot layout include Lots 10, 11, 17 and any additional building within the lot, the health department must be notified to review any plans and determine if the proposed additional structures conform to the primary or secondary sewage treatment system.

Approval by Fairfield County Combined General Health District: I hereby certify that this plot meets the requirements of the Fairfield County Combined General Health Board (known as the Fairfield Department of Health). (This approval given subject to the following conditions: before construction is commenced, each individual owner or builder shall contact the Board of Health for approval of the design of the on-site sanitary disposal systems, location of potable water supply, dwelling and driveway). Approval of on-site wastewater disposal systems is based on the original soil conditions. Any cut or fill on lots proposed for on-site wastewater treatment systems shall be approved by the Fairfield County Combined General Health District. This approval shall be noted on construction drawings prior to work being commenced.

Commissioner, Fairfield County Combined General Health District

29. County Auditor: I hereby certify that the land described by this plat was transferred on March 20, 2006.

Fairfield County Sanitary Engineer

County Recorder: I hereby certify that this plat was filed for recording on March 30, 2006, and that it was recorded on March 30, 2006, in plat cabinet 10, plat book 9, plat plat records of Fairfield County, Ohio.

Fairfield County Recorder

Zoning Inspector: This plot is consistent with current Pleasant Township Zoning resolutions.

Pleasant Township Zoning Inspector