

**DECLARATION SUBJECTING PROPERTY TO BE AN
INDUSTRIAL PARK IN GALLIA COUNTY,
OHIO, TO CERTAIN PROTECTIVE COVENANTS
RESERVED RIGHTS. PRIVILEGES. AND EASEMENTS**

This Declaration is made on _____, 19____, by **BOB EVANS FARMS, INC.**, an Ohio corporation hereinafter referred to as Farms", and the **COMMUNITY IMPROVEMENT CORPORATION OF GALLIA COUNTY**, an Ohio public corporation, hereinafter referred to as "Developer".

By deed of even herewith, and to be recorded in the office of the Clerk of the County Commission of Gallia County, Ohio, concurrently with the recording of this Declaration, Farms will convey to Developer the real property located in Springfield Township, Gallia County, Ohio, described in the property description attached hereto and made a part hereof as "Exhibit A".

This Declaration is designed to supplement all government laws, rules, and regulations; provided, however, that where any conflict occurs between any provision of this Declaration and any provision of governmental law, rule, or regulation, the legally valid provision which contains the most rigid or restrictive requirements for use and development of the industrial park shall prevail.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, each term defined in this Article I shall, for all purposes of this Declaration, have the meaning herein respectively specified.

Architectural Guidelines: shall mean the guidelines established by Developer, or as amended by the Committee, for the purpose of reviewing and approving all site plans and development of all improvements within the Industrial Park.

Committee: shall mean the Architectural Review Committee created pursuant to Article m below.

County Clerk: shall mean the Clerk of the Board of the County Commission of Gallia County, Ohio.

Declaration: shall mean this Declaration of Protective Covenants and Reserved Rights. Privileges and Easements.

Developer shall mean the Community Improvement Corporation of Gallia County, an Ohio public corporation, and, to the extent provided in Section 8.1 below, its successors and assigns.

Effective Date: of this Declaration shall mean the date which first appears above.

Improvements: shall mean buildings, outbuildings, underground installations, slope alterations, roads, curbs, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, planted trees, and shrubs, poles, signs, loading areas, docks and railroad tracks and all other structures or landscaping improvements of every type and kind.

Industrial Park or Park: shall mean the real property described in Exhibit "A" Purchased by Developer and as augmented or reduced pursuant to this Declaration

Industrial Park or Park Protective Covenants: Shall mean the protective covenants set forth, and the rights, privileges and easements reserved, in this Declaration, as the Declaration may from time to time be amended or supplemented

Lessee: shall mean the owner of a leasehold interest in a part or all of the park.

Licensee: shall mean any person or entity having any right or rights in respect to a part of the park pursuant to a license or

authority granted by the owner of lessee of such part.

Occupant: shall mean any person or entity who validly and property occupies a part of the park and is not a property owner, lessee or licensee.

Property Owner: shall mean the legal or beneficial owner of part or all the park

Record. Recorded. Recordation: shall mean the recordation of a document with the County Clerk.

Security Instrument; shall mean a secured party under a security instrument.

Security Instrument: shall mean a deed to secure a debt, a mortgage, or a deed of trust

Site: shall mean all contiguous land under one ownership in the park

Tract: shall mean any tract of land within the Park conveyed by Developer to a property owner.

ARTICLE II

PROPERTY SUBJECT TO THE PARK PROTECTIVE COVENANTS

Section 2.1 General Declaration Subjecting the Park to Protective Covenant Entitling Persons or Entities to the Benefit of such Covenants

Farms and Developer hereby declare that the park and every part thereof is and shall be owned (legally and beneficially), leased, or otherwise used, subject to the park protective covenants. The park protective covenants are declared and agree to be in furtherance of a general plan for the development, improvement, sale and use of the park and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the park and every part thereof. All of the park protective covenants shall run only with the park and every part thereof for all purposes and shall be binding upon and inure to the benefit of Farms, Developer; all property owners, lessees, licensees and occupants, and their successors in interest, only as set forth in this Declaration.

Section 2.2 Addition of Other Real Property by Developer

A. **Developer's Power:** So long as Developer owns any real property in the park, Developer may add to the park all or a portion of any real property now or hereafter owned by Developer located adjacent to or separated only by a street or road from the park by recording an amendment to such effect to this Declaration, and Developer reserves to itself the power from time to time so to amend this Declaration.

Each amendment shall contain:

- (i) A reference to this Declaration stating the book and page where this Declaration is recorded;
- (ii) A statement that the park protective covenants shall upon recording apply to such added real property; and
- (iii) An exact description of such added property.

B. Adjacent Property: Unless it is a part of any additional real property added to the pa*, any adjacent real property whether or not it be contiguous to any part of the park, shall not be deemed to be a part of the park.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

Section 3.1 **Creation: Organization.**

A. Composition: There is hereby created an Architectural Review Committee which shall consist of five persons, the composition shall be a representative from the following organizations.

<u>MEMBER</u>	<u>TERM OF OFFICE</u>
Gallia County Planning Commission	1996 through 1997
Gallia County Commissioners' Office	1996 through 1998
City of Gallipolis Commissioners' Office	1996 through 1998
Bob Evans Farms, Inc.	1996 through 1999
Community Improvement Corporation of Gallia County	1996 through 2000

B. Terms of Members: The five members of the committee first appointed shall serve respectively for terms of one year, two years, and three years. Thereafter, members shall be appointed or elected for terms of three years each. Any new member appointed to replace a member shall serve the unexpired portion of such member's term. Members may be reappointed or reelected.

C. Alternate Member: There shall also be five alternate members, individual designated by the committee as a substitute for any member thereof in the event of his unavailability or disability.

D. Appointment or Removal: The right to appoint or remove members and alternate members of the committee shall be and is hereby vested solely in Developer, its successors and its assigns, designated pursuant to Section 8.1 hereof. (i) until such time as final plans and specifications for development of all sites in the park have been approved, or (ii) until such time as Developer, its successors and assigns, have conveyed all of their interest in the real property included within the park; whichever shall last occur. When Developer, its successors and assigns no longer have the right to appoint or remove members, such right shall vest in the property owners. Property owners shall vote on the basis of one vote per property owner per committee member members shall be elected by a majority vote of those property owners voting for any single member of the committee.

If, after the conditions specified in the subsections (i) and (ii) have occurred, the committee is presented with a petition to remove any member signed by at least 25% of the property owners, the committee shall call for a vote upon such removal within thirty (30) days from the receipt of petition. No member of the committee shall be removed prior to the end of his term unless at least two-thirds (2/3) of the property owners voting, vote in favor of removal.

E. Definition and Rights of Property Owners: In the event Developer shall acquire any real property in the park by virtue of

foreclosure or pursuant to any condition subsequent contained in a deed as originally conveyed by Developer, Developer shall with respect to such reacquired property be regarded solely as a property owner for purposes of appointing or removing committee members. Any property owner may assign, revocable or irrevocably his voting rights hereunder to any lessee or licensee of his real property, provided such assignment is in writing and duly recorded. If a site is owned by two or more property owners, they shall each be entitled to their respective fraction of one vote.

F. Resignation: Vacancies: Vacancies on the committee created by resignation, or otherwise, shall be filled by Developer so long as Developer has the right to appoint members. Thereafter, vacancies on the committee shall be filled by a vote of the remaining committee members. If there are no committee members to fill vacancies, then such vacancies shall be filled by a vote of the property owners. At such elections the property owners shall vote in the manner described in Section D of this Article.

G. Duties: It shall be the duty of the committee to perform the functions required by this Declaration in accordance with the intents and purposes herein expressed and the criteria set forth in the Architectural Guidelines, to consider and act upon the proposals, plans, and specifications submitted to it, and to perform in good faith all other duties delegated to and imposed upon it by this Declaration.

H. Meetings: The committee may convene and take action by meeting, or informally by telephone, correspondence or otherwise, as the committee, in its sole discretion, shall deem necessary and appropriate to properly perform its duties hereunder. The vote or written consent of any three members shall constitute an act by the committee unless the unanimous decision of its members is otherwise required by this Declaration. The committee shall keep written records of all actions taken by it

I. Architectural Guidelines: The committee may, from time to time in its sole discretion, amend and repeal, by unanimous vote, rules and regulations, to be known as "architectural guidelines." Said architectural guidelines are intended to interpret and implement the provision hereof by setting forth the standards and procedures for the committee review, and may include among other things guidelines for architectural design, site planning of improvements and landscaping.

ARTICLE IV

REGULATION OF IMPROVEMENTS

Section 4.1 Approval Plans

A. Approval Required: No improvement shall be constructed, erected, placed, altered, maintain, or permitted to remain in the park until final plans and specifications for said improvement, which include among other things, grading, site plans, and landscaping, shall have been submitted to and approved in writing by the committee. Such final plans and specifications shall be submitted in writing in triplicate over the authorized signature of the owner, lessee, licensee or occupant of the particular part of the park, or his authorized agent. Changes in approved plans and specifications must be similarly submitted to and approved by the committee. With regard to the staged development of any site, each stage of the development shall be considered as a separate improvement and must be submitted to the committee in accordance with the terms of this Article.

B. Filing Fees: As a means of defraying its expenses, the committee may institute and require a reasonable filing fee to accompany the submission or resubmission of plans and specifications, each such fee is not to exceed \$100.00.

C. Basis for Approval: The committee shall have the right to disapprove plans, specifications, or any other details submitted to it in the event the same are not in accordance with the park protective covenants, are incomplete, or are contrary to the Architectural Guidelines then in force. Plans or specifications may be disapproved if they do not comply with applicable federal, state, or local laws. The decision of the committee shall be final. The committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

D. Result of Inaction: The committee shall approve, modify, or disapprove plans and specifications within thirty (30) days from the receipt thereof, or within such thirty (30) day period shall notify the person submitting the same that an additional period of time (not to exceed sixty {60} days) is required for such approval, modification or disapproval. If the committee fails to approve, modify, or disapprove final plans and specifications within the periods above provided, it shall be conclusively presumed that the committee has approved said plans and specifications. One set of said plans and specifications shall, with the approval, modification, or disapproval endorsed thereon, be retained by the committee for its permanent files.

E. Proceeding with Work: Upon receipt of approval from the committee, the owner, lessee, licensee or occupant to whom the same is directed and delivered shall satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved work. In all cases, work shall be commenced within one year from the date of such approval. If work is not commenced within one year following the date of such approval, then the approval shall be deemed revoked unless the committee, in writing, extends the time for commencing work.

F. Completion of Work: In any event, construction, refinishing, alteration or excavation of any such improvement previously approved shall be completed within one (1) year after the commencement thereof, except for so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the owner, lessee, licensee or occupant or his agents.

G. Liability: Neither Developer, the committee, nor any member thereof, nor any agent of Developer or of the committee, shall be liable for any damage, loss or prejudice suffered or claimed by any property owner, lessee, licensee, occupant who submits any such plans or specifications and such person or entity who submits such plans or specifications shall ever defend and hold the Developer, the committee, the members thereof and the agents of each harmless for all damage lost or prejudice suffered or claimed

- (i) Any defects in any plans or specifications submitted, modified, or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans and specifications;
- (ii) The approval, modification or disapproval of any plans and specifications, whether or not defective;
- (iii) The construction or performance of any work, whether or not pursuant to approved plans and specifications or
- (iv) The development of any property within the park.

ARTICLE V

LIMITATIONS ON IMPROVEMENTS, PERMITTED USES, PROHIBITIONS

Section 5.1 Site Coverage: All improvements and requirements to be constructed or installed are to be contained within the boundaries of the site.

Section 5.2 Setback Lines:

A. Buildings or structures of airy kind or any part thereof shall be subject to the following setback requirements as measured from respective property lines;

(i) All setbacks (front, side, or rear) forty (40) feet from any street.

(ii) Rear setbacks, five (5) feet, if the rear line of the site does not abut a street, and ;

(iii) Side setbacks, if no side line of the site abuts a street, an aggregate total of forty (40) feet for both sides in such ratios as approved by the committee. If one side of the site abuts a street, an aggregate total of sixty (60) feet for both sides in such ratios as approved by the committee. If two (2) sides of the site abut streets, an aggregate of eighty (80) feet in such ratios as approved by the committee.

B. Loading facilities, loading docks, doors, or other service areas shall be setback a minimum of seventy (70) feet from any property line.

C. Parking, paving, and associated curbing (except driveways, steps, and walkways) shall be set back fifteen (15) feet from any street property line and shall conform to landscaping ratios and requirements set forth herein.

Section 5.3 Landscaping: Every site on which a building is constructed in the park shall be landscaped by the property owner, lessee, occupant or licensee in accordance with plans and specifications submitted to and approved by the committee pursuant Article IV. In general the committee shall not approve landscaping plans which do not call for the landscaping and maintenance of the areas between the building (or prolongation of the building line) and street curb, not devoted to approved driveways, parking areas, and sidewalks.

Section 5.4 Signs: No signs, billboards, or advertising shall be erected, placed, or maintained on any real property or any improvements on said real property in the park prior to specific written approval by the committee.

Section 5.5 Parking Area:

A. Paved off-street parking as required by rules of any applicable government authority, or by any rules enacted by the committee shall be provided by each property owner, lessee, occupant or licensee on his real property to accommodate all parking needs for employee, visitor, business invitee, and company vehicles. The intent of this provision is to eliminate the need for any on-street parking.

B. Any area designated as parking shall be paved and curbed. The parking requirements and traffic circulation patterns need to be modified by the committee as to any particular site as a condition to the approval of plans and specifications.

Section 5.6 Storage and Loading Areas: No materials, supplies, merchandise or equipment, including company-owned or operated truck(s) shall be stored in an area on a site except inside a closed building or behind a visual barrier screening such areas. Loading doors, docks, freight facilities, and other service areas shall be adequately screened with landscaping.

Section 5.7 Land Classification: All land within the park is intended to be used for industrial and/or commercial purposes. If real property is annexed to the park, its use classification shall be established by the annexation declaration.

Section 5.8 Permitted Uses: Unless otherwise specifically prohibited herein or by state or local law, or by any other applicable restrictive covenant, rule, or regulation, any industrial or commercial operation and use will be permitted.

Section 5.9 Restrictions and Prohibited Uses:

A. Prohibited Uses: The following operations and uses shall not be permitted on any property subject to these declarations:

- (i) Residential, except at specific sites designated by the committee;
- (ii) Trailer courts;
- (iii) Labor camps;
- (iv) Junkyards;
- (v) Refining of petroleum or of its products;
- (vi) Smelting of iron, tin, zinc, or other ores;
- (vii) Jails, penal, detention, or correction farms;
- (viii) Cemeteries
- (ix) Any gasoline service stations except at sites specifically designated by the Farm or Developer.

B. Unsanitary Conditions: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any site, and no odors shall be permitted to arise therefrom so as to render any site or portion thereof unsanitary.

C. Property Maintenance; Repair of Buildings All real property in the park, whether occupied or unoccupied, and any buildings or other improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon.

D. Subdivision of Tracts: During the time Developer owns any part of the park, no tract shall be subdivided by any property owner without the express written consent of Developer. After Developer no longer owns any part of the park, no tract shall be subdivided without an express consent in writing, signed by the property owners of not less than two-thirds (2/3) of the property, then subject to this Declaration based on the number of square feet of real property then subject to this Declaration.

ARTICLE VI

DURATION, MODIFICATION, AND REPEAL

Section 6.1 Duration of Protective Covenants: The park protective covenants shall continue and remain in full force and effect at all times with respect to the park and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and repeal as provided for herein), from the effective date of this Declaration until January 1,2050; provided, that unless within one year prior to January 1,2050, there shall be recorded an instrument directing the termination of the park protective covenants signed by the property owners of not less than two-thirds (2/3) of the property, then subject to this Declaration, based on the number of square feet of real property, the protective covenants, in effect at that time shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of any such period the park protective covenants are terminated as set forth in this section.

Section 6.2 Termination and Modification: This Declaration, or any provisions hereof, or any protective covenants contained herein, maybe terminated, extended, modified or amended, by the developer and Bob Evans Farms, Inc. provided that such termination, extension, modification, or amendment shall apply uniformly to all property in the park and shall not be effective until approved in writing by the Developer and dory recorded with the County Clerk. Any part of the park which is hereafter conveyed or dedicated by Developer for use as a public roadway or other execution and delivery of a deed by Developer to the appropriate governmental body.

Section 6.3 Variances: The committee is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; PROVIDED, that no such variance shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

ARTICLE VII

ENFORCEMENT

Section 7.1 Abatement and Suit: The Developer, the committee, their authorized agents or any parry to whose benefit the protective covenants expressly inure (except as qualified by Section 8.3), shall subject to provisions of this Article, have the right following violation or breach of any protective covenant or the Architectural Guideline, without any liability to the property owner lessee, occupant, or licensee for trespass, to enter upon the real property upon or as to which said violation or breach exists and summarily to abate and remove, at the expense of the property owner, lessee, occupant or licensee thereof, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the park protective covenants, or shall have the right to prosecute a proceeding at law or in equity against the person or persons who have violated any of the park protective covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to receive damages for said violation.

Section 7.2 Notice and Informal Conference: Before the Developer, the committee, their duly authorized agents or any other party to whose benefit the park protective covenants inure seeks to enforce any guideline or provision of this Declaration or to abate airy violation thereof, the person or persons alleged to be in violation shall first be given written notice thereof and affords five (5) days in which to request an informal conference. At the conference, the person or persons receiving the notice shall be allowed to

explain, defend, or justify the alleged or anticipated violation. If at the close of the conference the Developer or the committee has good cause to believe that a violation has occurred or will occur which cannot be remedied or abated in a timely manner, then the complaining party may resort to the other enforcement provisions of this Declaration

Section 7.3 Attorney's Fees: In any legally equitable proceeding to enforce or restrain the violation of the park protective covenants, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties.

Section 7.4 Failure to Enforce Not a Waiver of Rights: No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of the park protective covenants shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon the Developer a duty to take any action to enforce the park protective covenants.

Section 7.5 Right of Entry: During reasonable hours and notice and subject to reasonable security requirements, Developer, its authorized representatives, or the committee shall have the right to enter upon any part of the park, and any building or other improvement constructed thereon, for the purpose of ascertaining whether the protective covenant, and rules of the committee enacted pursuant to the authority contained herein, have been or are being complied with and to perform any acts reasonably necessary to carry out its powers under this Declaration. No such right of entry shall extend to privileged information or trade secrets of any type, nor shall it constitute trespass.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Voting Powers of Owners and Meetings. Each record Owner shall be entitled to one vote for each full acre of the Property owned by such Owner as determined solely by the Committee; provided; however, each Owner shall be entitled to at least one vote. Annual meetings of the Owners shall be held as provided for in paragraph 2.2. The committee may call a special meeting of the Owners upon at least a thirty (30) day notice to the Owners designating the date, time, and place of the special meeting. For notice purposes, an Owner shall continue to be deemed an Owner until the interest of such Owner has been transferred by a duly executed, delivered, and recorded deed and such Owner or such Owner's grantee. A majority vote of the Owners present at a properly called meeting shall constitute the action of the Owners.

Section 8.2 Covenants to Run with the Land: Each grantee of any portion of the Property, by the acceptance of a deed conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, mediations, and the jurisdiction, rights, and powers of the Committee, created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby created, granted, reserved, or declared, and all impositions and obligations hereby imposed shall run with the land and each and every part thereof and bind each and every owner as though the provisions of the Declaration were recited and stipulated at length in each and every deed conveyance.

Section 8.3 Mutuality, Reciprocity: Runs with Land: The park protective covenants are made for the direct, mutual and reciprocal benefit of each and every part of the park; shall create mutual, equitable servitudes upon each part of the park in favor of every other part of the park; shall create reciprocal rights and obligations between the respective property owners and privity of contract and estate between all grantees of real property In die park, their heirs, successors and assigns; and shall, as to the owner of each part of the park, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parts of the park.

Section 8.4 Subordination: All restrictions, covenants, conditions, agreements, and other provisions herein contained shall be deemed subject to and subordination to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Property, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of the mortgage. If any portion of the Property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage if under judicial sale, any purchaser of such sale, his heirs, successors, or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements, and other provisions of the Declaration.

Section 8.5 Assignment of Rights and Duties: Any or all of the rights, powers, and reservations of the Developer herein contained maybe assigned to any person, corporation, or association which will assume the duties of Developer pertaining to the particular rights, powers and reservations assigned and upon any such person, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as the Developer. The term "Developer" as used herein includes all assignees and their heirs, successors, and assigns. Any assignment or appointment made under this section shall be in a recordable form and shall be recorded with the County Cleric If at any time Developer ceases to east and has not made such an assignment, the rights and obligations of the Developer shall automatically vest in the committee as it is constituted from time to time.

Section 8.6 Constructive Notice and Acceptance: Every property owner, lessee, licensee and occupant, by acceptance of a deed conveying title to a part of the park, or the execution of a contract for the purchase thereof, or the acceptance of a lease, or license therefore, or the taking possession thereof, when from Developer or a subsequent property owner or lessee, shall accept such deed, contract, lease license or possession upon and subject to each and all of the park protective covenants, and also the jurisdiction, rights and powers of Developer and its successor and assigns, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Developer, its successors and assigns and to and with the other property owners and lessees to beep, observe, and comply with and perform the park protective covenants, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said real property.

Section 8.7 Waiver: Every property owner, lessee, licensee or occupant, by acquiring his interest in the park, agrees that he will not bring any .action or suit against Developer, its successor and assigns or the Committee or any member thereof, from time to time, to recover damages or to seek equitable relief either for the actions of Developer or the committee to enforce or failure to enforce any provision of the Declaration.

Section 8.8 Mortgage Protection: No breach of the park protective covenants shall defeat or render invalid the lien of any security instrument now or

hereafter executed upon any part of the park; provided, however, that if any portion of said real property is sold under a foreclosure of any security instrument or is conveyed to the party so secured in lieu of foreclosure, any purchaser at such sale or any such grantee and his successors and assigns shall hold any and all real property so purchased or acquired, subject to the park protective covenants.

A. Waiver Compliance: Where it appears in this Declaration that the Developer has the right to waive compliance with certain provisions, the right to approve or deny certain matters, or the right to exercise its discretion in various areas, these rights of the Developer are expressly reserved or retained by the Developer, and all of the park protective covenants are subject to the retained and reserved rights of the Developer.

B. Relocation of Proposed Roads: Notwithstanding the delivery to any party of the filing for the record of any subdivision plat of the park or the indication thereon of any road or street, Developer reserves the right to relocate each such road or street, Developer reserves the right to relocate each such road or street; provided that paved access for vehicular traffic at all times exists to and from each lot and site within the park. Developer makes no representation as to the ultimate location of any proposed roads outside the park.

Section 8.10 Reservation of Utilities Easements: Developer hereby reserves for its own use and benefit and for the use and benefit of each of its grantees and their transferees and assigns, easements for the location, installation and maintenance of utilities within seven feet of each property line of each site. The owner of any parcel or site within the park any of his assignees, lessees, licensee or other occupants shall have the right at all reasonable times to enter upon the land covered by any and each said easement and to install thereon utilities for the use and benefit of his own respective site; provided, however, that any such person shall restore said land and all paving, curbing, landscaping and other improvements at his own expense, to as nearly as practicable the same condition as existed prior to each such entry, installation, or maintenance. The owner of any parcel or site shall have the right to assign the benefit of such easement to any electric company, gas company, telephone company, or any other public utility or to the State of Ohio, or any political subdivision thereof, for the purpose of installing, operating, and maintaining utilities. For the purpose hereof, "utilities" shall include gas mains and lines, electric cables and lines, water supply mains and lines, storm water sewers, sanitary sewers, telephone and telegraph cables and lines, and other facilities of the nature from time to time commonly regarded as utilities. No conveyance by Developer of any lot, parcel, or site within the park, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of the easement herein reserved, or any of them, even though such conveyance purports to convey Developer's entire interest therein; but, notwithstanding the foregoing, Developer reserves the unto itself, and Developer shall have, the right, by express language to such effect, from time to time to release any segment or area of the above reserved easements, provided that grantor causes any utility or utilities existing therein to be relocated without any unreasonable interruption of any utility service furnished through the easement so to be released.

Section 8.11 Severance of a Parcel. If at any time hereafter, any segment of the park is severed from the main body of the park by any limited access highway (i. e., a highway, access to which is permitted only through officially established interchanges and direct access to which from adjacent properties is prohibited), Developer, or the then owner of the parcel so severed have the right and power, by written instrument executed by the Developer or the then owner of the parcel so severed, and recorded

with the County Clerk, to release the parcel so severed from the force and effect of the park protective covenants, and in such event, upon recordation of such an instrument, such parcel shall be released, free and clear of the provisions of the park protective covenants, with the same force and effect as though such parcel had not originally been included within the park. After any such release, no owner, transferee, occupant, tenant, or licensee of any such parcel shall be bound by or entitled to enforce or have any right or benefit pursuant to the park protective covenants. For purposes of this Section, a parcel shall be deemed severed from the park if and when any such limited access highway intervenes between such parcel and the main body of the park, even though access is provided by way of an overpass, underpass or crossroads between such parcel and the main body of the park.

Section 8.12 Paragraph Headers: Paragraph headings, where used herein, are inserted for convenience or reference only and are not intended to be a part of the Declaration or in any way to define, limit, or describe the scope and intent of the particular paragraphs to which they refer.

Section 8.13 Effect of Invalidity: If any provision of the park protective covenant is held to be invalid by any court, the validity of such provision shall not affect the validity of the remaining park protective covenants, and all remaining park protective covenants shall continue unimpaired, in full force and effect.

IN WITNESS WHEREOF, the said Bob Evans Farm, Inc., an Ohio corporation, and the Community Improvement Corporation of Gallia County, an Ohio public corporation, have caused their names to be hereto signed, and their corporation seals to hereunto affixed by their respective proper officers, thereunto duly authorized

THE BOB EVANS FARM, INC.

[CORPORATE SEAL]

By _____

Its _____

THE COMMUNITY IMPROVEMENT CORPORATION OF GALLIA COUNTY

[CORPORATE SEAL]

By _____

Its _____

STATE OF OHIO.

COUNTY OF _____ . to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____ . the _____ . of Bob Evans Farm, Inc., an
Ohio corporation, as witness my hand and official notarial seal.

My commission expires _____

Notary Public within and for _____ County. Ohio

STATE OF OHIO,

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 19__ ,
by _____ , the _____ of
Community Improvement Corporation of Gallia County, an Ohio public corporation, on behalf of
the corporation.

My Commission expires _____

Notary Public within and for the County and State aforesaid