

# BLUE JACKET ESTATES PHASE III

CITY OF BELLEFONTAINE  
LAKE TOWNSHIP  
LOGAN COUNTY  
VMS #5245  
2.093 ACRES

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that ZEVA Corporation, Inc. proprietors of the land indicated on the accompanying plot, have authorized the plotting thereof and do hereby dedicate the streets and easements to the public use forever.

Said Buffer Lot "A" is dedicated conditionally until such time as the adjacent lot is subdivided and a part thereof is developed for the purpose of extending the public right-of-way as hereon shown.

*Michael B. Blodgett*  
Witness  
*Reneth W. France*  
Witness  
*Reneth W. France*  
Witness

*Gordon Zell*  
Gordon Zell, President  
*Larry E. Blosser*  
Larry E. Blosser, Vice President  
*Max E. Varner*  
Max E. Varner, Secretary/Treasurer  
ZEVA CORPORATION  
500 South Main Street  
PO Box 176  
Bellefontaine, Ohio 43111

STATE OF OHIO  
LOGAN COUNTY

Before me, a Notary Public in and for said County, personally came Gordon Zell, Larry E. Blosser and Max E. Varner in their official capacity as officers of ZEVA Corporation, Inc., who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16<sup>th</sup> day of November, 1988.

MARLENE VARNER  
Notary Public, State of Ohio  
My Commission Expires May 5, 1993

*Marlene Varner*  
Notary Public

Approved this 15 day of December, 1988. *Timothy L. Notestine*  
Bellefontaine City Engineer

Approved this 15 day of November, 1988. *James D. Hoek*  
Chairman, City Planning Commission

Transferred this 15<sup>th</sup> day of December, 1988. *Jan Jones*  
Logan County Auditor

Filed for record this 15<sup>th</sup> day of December, 1988, at 4:07 P.M.  
Recorded this 15<sup>th</sup> day of December, 1988, in Plat Cabinet A, Slide 669  
*Carole Collins*  
Logan County Recorder

### ACCEPTANCE OF DEDICATION

The within streets and easements are hereby approved and accepted for public maintenance by ordinance number 89-91 recorded in City Council's Record Book 89 on this the 15<sup>th</sup> day of December, 1988.

*Adythe Predmore*  
CLERK OF CITY COUNCIL

*Richard J. Vianin*  
Richard Vaccaro, Mayor

*Howard Inskeep, Jr.*  
Howard Inskeep, Jr.  
Bellefontaine City Council President

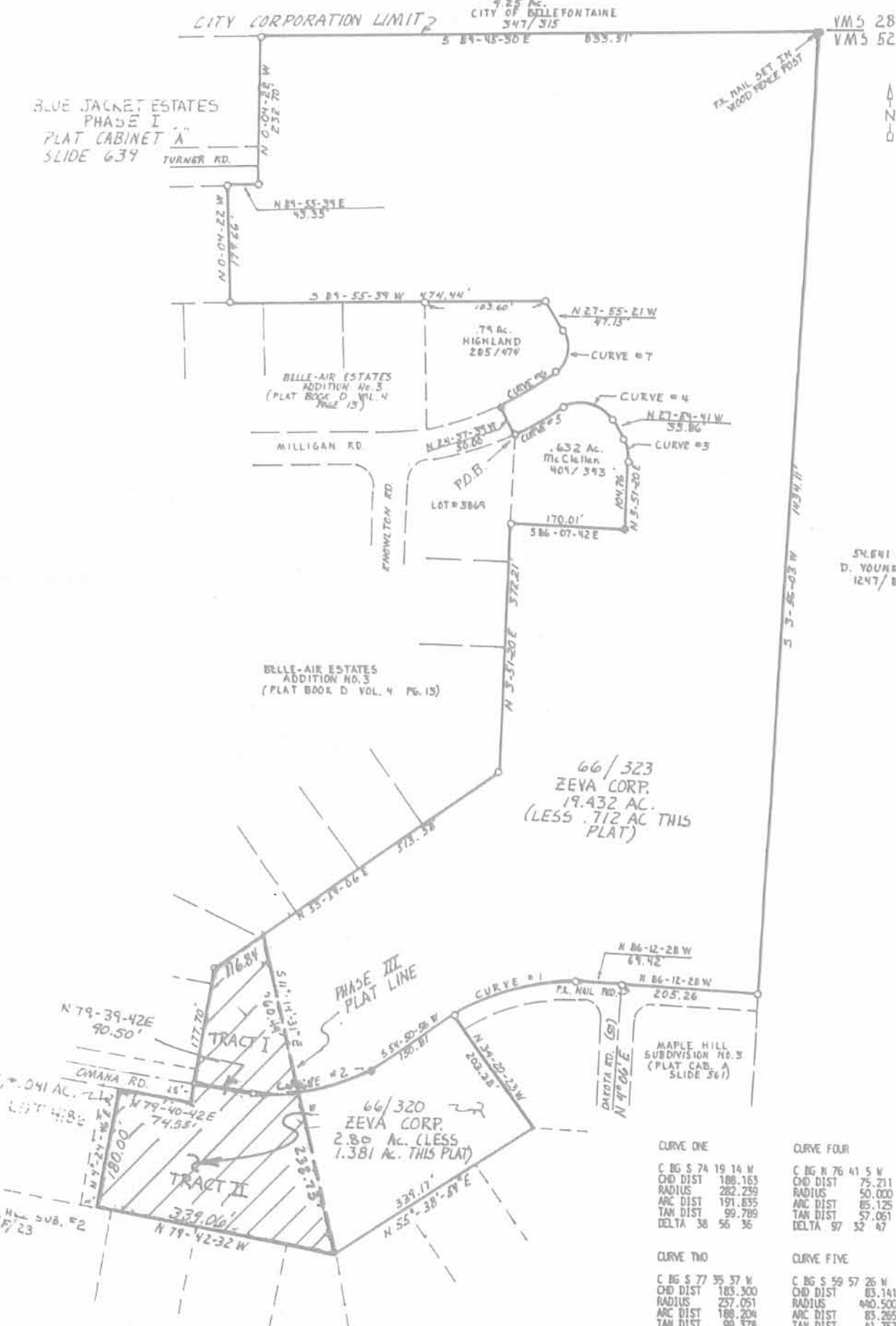
### SURVEYORS CERTIFICATE

The accompanying plot represents a subdivision of two tracts of land in V.M.S. No. 5245, Lake Township, Logan County, Ohio. Tract I has an area of .725 acre in streets and .587 acre in lots, making a total of 1.312 acre. Tract II has .154 acre in streets and 1.247 acres in lots making a total of 1.401 acres. Total area of the subdivision is 2.093 acres with .259 acre in streets and 1.834 acres in lots.

All measurements are in feet and decimals of a foot. All measurements on curves are arc distances.

I hereby certify that the accompanying plot is a correct representation of BLUE JACKET ESTATES, PHASE III, as surveyed December 27, 1985 and October 12, 1988, and that all monuments and iron pins as shown herein have been set or will be set as a part of the work that surety is posted for.

*Benjamin H. Cartwright* S-5456



PERIMETER PLAT

Note: The centerline of Omaha Road on this plot is not the property line between Tract I and Tract II.

### LEGAL DEED DESCRIPTION

Blue Jacket Estates, Phase III  
2.093 acres

Real estate situated in the City of Bellefontaine, Lake Township of Logan County, Ohio; in the Virginia Military Survey Number 5245; being part of the 19.432 acre tract of Zeva Corporation (Deed Record 66, page 323) and part of the 2.80 acre tract of Zeva Corporation (Deed Record 66, page 320) and being further bounded and described as follows:

Beginning at a 3/4" iron pipe found at the centerline of Omaha Road (50 feet present width) in the easterly line of Belle-Air Estates No. 3 (Plat Book D, Volume 4, page 13), said pipe also being the southwesterly corner of the 19.432 acre tract owned by Zeva Corporation (Deed Record 66, page 323);

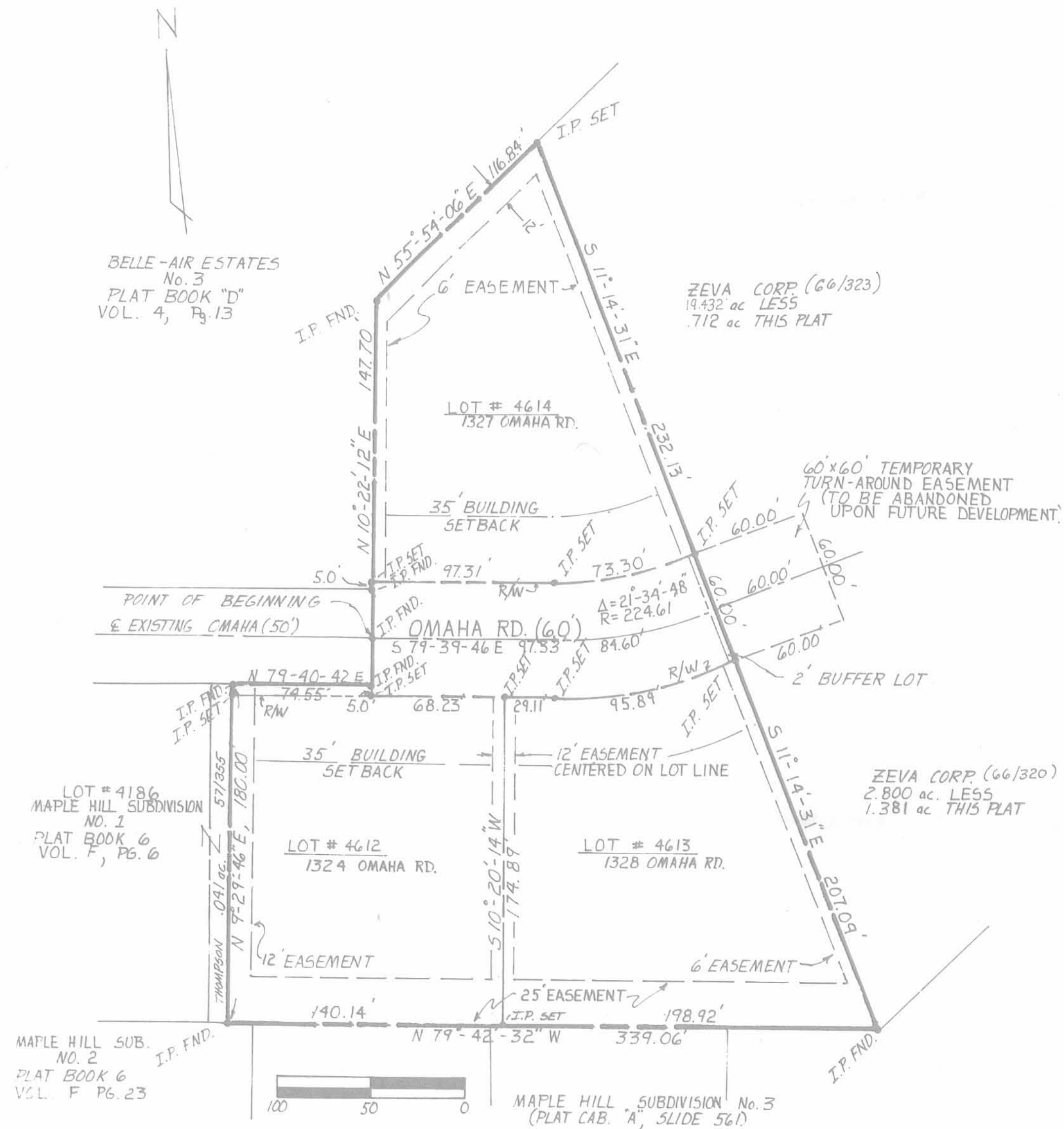
thence North 10 degrees 22 minutes 12 seconds East, 25.00 feet with an easterly line of said Belle-Air Estates No. 3 to a 3/4" iron pipe found at an angle point;

thence North 55 degrees 54 minutes 06 seconds East, 116.84 feet with an easterly line of said Belle-Air Estates No. 3 to an iron pipe set;

thence South 11 degrees 14 minutes 31 seconds East, 499.22 feet to a 3/4" iron pipe found at an angle point in the northerly line of Maple Hill Subdivision No. 3 (Plat Cabinet A, Slide 561) passing over an iron pipe set at 232.13 feet in the northerly right-of-way line of Omaha Road (60 feet wide), also passing over an iron pipe set at 232.13 feet in the southerly right-of-way line of Omaha Road;

thence North 79 degrees 42 minutes 32 seconds West, 339.05 feet with the northerly line of said Maple Hill Subdivision No. 3 to a 3/4" iron pipe found on the southeasterly corner of a .041 acre tract owned by Gary and Peggy Thompson (Deed Record 57, page 353);

DESCRIPTION CHECKED  
LOGAN CO. ENGINEER  
BY J.H. 12-15-88



| LOT  | PARCEL NUMBER        |
|------|----------------------|
| 4612 | 17-092-06-02-001.001 |
| 4613 | 17-092-06-02-001.002 |
| 4614 | 17-078-17-05-007.014 |

### BLUE JACKET ESTATES SUBDIVISION

#### PHASE III

#### DEED RESTRICTIONS

- Said premises shall be used solely and exclusively, for single-family residence purposes only. There shall be erected no multiple-dwelling type building nor shall any single-family type residence be there after remodelled into a dwelling containing two or more apartments. Upon each lot there shall be erected no more than one such single-family residence.
- Front and side yard setbacks shall conform to the City of Bellefontaine R-1 zoning regulations as listed in General Note #4.
- No residence shall be constructed with less than 1800 square feet of living area, excluding breezeways, garages and basements, and plans and specifications for any residence shall meet with the approval of Zeva Corporation before construction is commenced.
- No structure of a temporary character, tower, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- No unattached permanent structures of any type or any other outbuildings shall be constructed or erected on any lot.
- No Satellite Dishes larger than 5 feet in diameter shall be erected on any lot. If a Satellite Dish is installed, said property owner shall provide adequate screening of the dish to obstruct view of the same from street and adjoining property owners.
- No sign of any kind shall be displayed to the public view on any lot except one sign not more than 2 feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- No nuisance shall be suffered to remain on said premises nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of any adjoining land.
- No weeds, underbrush or any unsightly growth shall be permitted to grow or remain in any way on said premises.
- No structure shall be erected, placed, or altered on the premises until plot plan, complete architectural floor plans, elevations of all sides, written specifications, exterior materials and location thereof have been approved in writing by the grantors, their heirs and assigns.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 10 years, after which time said covenant shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in said Addition has been recorded, agreeing to change said covenants in whole or in part.
- Enforcement shall be by proceedings at law equity against any persons violating or attempting to violate any covenant either to restrain violation or recover damages.
- Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
- Grantee hereby accepts notice that the premises herein conveyed are a part of an allotment, other lots in which, are subject to the same restrictive covenants, all in a general plan to maintain high residential standards of all of the lots in such allotment.
- Grantee agrees not to deliver a deed to said premises without incorporating in full the above restrictions herein.

#### GENERAL NOTES:

- No structures, plantings, etc. are permitted in easement areas.
- Monuments are 6" diameter by 36" concrete markers.
- Bearings based on Maple Hill Subdivision #3.
- Minimum Setbacks:

| Dwelling          | Front Yard Setback | Least Width | Side Yard Sum of Least Widths | Rear Yard Depth |
|-------------------|--------------------|-------------|-------------------------------|-----------------|
| 1 & 1 1/2 stories | 35'                | 10'         | 25'                           | 40'             |
| 2 & 2 1/2 stories | 35'                | 12'         | 28'                           | 40'             |

|  |                                  |        |
|--|----------------------------------|--------|
| SCALE  | BLUE JACKET ESTATES<br>PHASE III |        |
| DRAWN  |                                  |        |
| REVISED  |                                  |        |
| <b>Page Engineering, Inc.</b>                                    |                                  |        |
| 112 East Fifth Street • Marysville, Ohio 43040<br>(513) 644-1272 |                                  |        |
| APPROVED   | DATE                             | NUMBER |
|  |                                  | 88-92  |