

"WHISPERING PINES"

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BEING A PART OF V.M.S. 4399 JEFFERSON TOWNSHIP,
CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO

S. 05°-41'10" W. 1113.29



LUC DEVELOPMENT, INC.
O.R. 70, PG. 933
57.705 AC.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Charles P. Conrad, President and Terry G. Neer, Vice-President of LUC Development, Incorporated, an Ohio Corporation, Proprietors of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate the streets to the public use forever.

The buffer lot at the west end of Whispering Pines Lane is dedicated conditionally until such time as the adjacent land is subdivided and a part thereof is dedicated for the purpose of extending the public right-of-way hereon shown.

James M. Carsten *Terry G. Neer*
Witnesses Proprietors

STATE OF OHIO SS:
LOGAN COUNTY

Before me, a Notary Public in and for said County, personally came Charles P. Conrad, President and Terry G. Neer, Vice-President of LUC Development, Incorporated, an Ohio Corporation, Proprietors, who acknowledge 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 3rd day of February, 1989.

SURVEYOR'S CERTIFICATION

The accompanying plat represents a subdivision of land in VMS 4399, Jefferson Township, City of Bellefontaine, Logan County, Ohio.

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

The tract has an area of 2.455 acres in streets and 17.933 acres in lots, making a total of 20.388 acres.

I hereby certify that the accompanying plat is a correct representation of Whispering Pines as surveyed and that all monuments and iron bars as shown hereon have been set or will be set as a part of work that surety is posted for.

5/8" iron bars are set at all lot corners and points shown thus: o

Concrete monuments are set at points shown thus: ●

Richard A. Bruce
Richard A. Bruce #6993

2-3-89
Date

H. A. Moores & Associates, Inc.
1224 South Main Street
Bellefontaine, OH 43311

SUBDIVIDERS OF PLAT: LUC Development, Inc.
2140 Riverside Drive



PLAT CAB. A SLIDE 681

"WHISPERING PINES"

BEING A PART OF V.M.S. 4399 JEFFERSON TOWNSHIP,
CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO

PLAN

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	90°-00'-00"	25.00	39.27	25.00	35.36	N.39°-18'-50" W.
2	09°-58'-34"	585.00	101.86	51.06	101.73	N.89°-18'-07" W.
3	95°-38'-11"	25.00	41.73	27.59	37.05	S.37°-53'-31" W.
4	53°-07'-48"	50.00	46.36	25.00	44.72	S.36°-29'-29" E.
5	233°-07'-48"	50.00	203.45		89.44	S.53°-30'-31" W.
6	95°-38'-11"	25.00	41.73	27.59	37.05	N.57°-44'-41" W.
7	11°-21'-14"	585.00	115.93	58.15	115.74	S.68°-45'-37" W.
8	32°-36'-10"	615.00	349.95	179.85	345.25	N.79°-23'-05" E.
9	32°-36'-10"	645.00	367.02	188.63	362.09	N.79°-23'-05" E.
10	90°-00'-00"	25.00	39.27	25.00	35.36	N.50°-41'-10" E.

METES AND BOUNDS DESCRIPTION

The following situated in the State of Ohio, County of Logan, Township of Jefferson, City of Bellefontaine, being part of VMS 4399 and more particularly described as follows:

Beginning at a 1-inch iron found at the intersection of the centerline of T.R. 55 and T.R. 179, said iron being in the north line of VMS 4399.

THENCE with the centerline of T.R. 179, S.5°-41'-10" W. 1113.29 feet to a railroad spike found marking the northeast corner of Anthony and Janet Tedeschi's 5.00 acre tract, O.R. Vol. 18, Page 107.

THENCE with said Tedeschi's north line, N. 84°-11'-01" W. 637.63 feet to a concrete monument to be set.

THENCE N.26°-55'-00" W. 280.40 feet to a concrete monument to be set.

THENCE N.63°-05'-00" E. 41.21 feet to a concrete monument to be set.

THENCE N.26°-55'-00" W. 219.43 feet to a concrete monument to be set.

THENCE N.7°-48'-00" W. 518.02 feet to a concrete monument to be set in the south line of Marvin and Nancy Rathfelder's 24.17 acre tract, D.B. 395, Page 218, also the north line of VMS 4399.

THENCE with said Rathfelder's south line and the north line of VMS 4399, N.86°-13'-50" E. 389.58 feet to a 5/8 inch iron found marking the southwest corner of the State of Ohio's 25 acre tract, D.B. 276, Page 506.

THENCE continuing with the north line of VMS 4399 and the south line of said 25 acre tract, N.86°-16'-56" E. 617.04 feet to the point of beginning. Containing 20.388 acres, more or less.

The above described 20.388 acres being part of LUC Development, Inc.'s 57.705 acre tract as described in O.R. Vol. 70, Page 933.

Basis for bearings: Centerline of T.R. 179 (S.5°-41'-10" W.)

This description prepared from an actual field survey dated September 8, 1988.

APPROVALS

Description Checked gch 7-31-89

Approved this 31 day of July, 1989.

Timothy L. Nossie
Bellefontaine City Engineer

The within streets and easements are hereby approved and accepted for public maintenance by Ordinance No. 89-58, recorded in City Council's record book 89 on this 26th day of July, 1989.

Richard G. Vicario
Mayor

Howard Jackson 7-27-89
President, Bellefontaine City Council

Adythe Pedmore
Clerk of Council

Approved this 25th day of July, 1989.

James M. Weeks 7-27-89
Chairman, City Planning Commission

Transferred this 1st day of AUGUST, 1989.

Jean Jones
Logan County Auditor

Filed for record this 1st day of August, 1989, at 9:02AM.

Recorded this 1st day of August, 1989, in Plat Cabinet A Slide 681-683

Carolyn Collins
Logan County Recorder

318742

LOT	PARCEL NO.
4623	55-092-00-00-019.003
4624	55-092-00-00-019.004
4625	55-092-00-00-019.005
4626	55-092-00-00-019.006
4627	55-092-00-00-019.007
4628	55-092-00-00-019.008
4629	55-092-00-00-019.009
4630	55-092-00-00-019.010
4631	55-092-00-00-019.011
4632	55-092-00-00-019.012
4633	55-092-00-00-019.013
4634	55-092-00-00-019.014
4635	55-092-00-00-019.015
4636	55-092-00-00-019.016
4637	55-092-00-00-019.017
4638	55-092-00-00-019.018
4639	55-092-00-00-019.019
4640	55-092-00-00-019.020
4641	55-092-00-00-019.021

PLAT CMB. A STUBB 681

"WHISPERING PINES"

BEING A PART OF V.M.S. 4399 CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO JEFFERSON TOWNSHIP,

RESTRICTIONS WHISPERING PINES ARTICLE I

(A) **LAND USE:** All of the said lots in Whispering Pines Subdivision shall be used for single family residential purposes only, except lots 4641 and 4640 which shall be solely for the following purposes:

(1) 4641—multifamily condominium—limited, however, to the number of units presently permitted under R-3-C zoning;
(11) 4640—multifamily rentals—limited, however, to the number of units presently permitted in the R-3 zoning district.

All garages shall be attached to the residence building and no unattached permanent structures of any type or any other out buildings shall be constructed or erected on any lot. Providing, however, garages for lots 4641 and 4640 may be attached or unattached.

(B) **HEIGHT RESTRICTIONS:** No buildings shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one-half stories in height and in no event shall any building be erected to a height exceeding 35 feet from the finish grade of building, together with necessary accessory buildings including a garage.

(C) **LOT SPLIT:** No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new lot. Providing, however, lot 4641 or 4640 shall be subject to split solely to permit the filing and establishment of a condominium.

(D) **TRADE OR COMMERCIAL ACTIVITY BARRIED:** No trade or commercial activity shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any said lot in Whispering Pines.

(E) **PLAN APPROVAL:** Subject to the exception for lot 4641, as hereinafter provided, the following provisions shall apply to all of the lots.

For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within Whispering Pines, each owner of a lot shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to the Granor, setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the structure on the lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan.

(K) **CLOTHES LINE:** No clothing or any other household fabrics shall be hung in the open on any lot, and no outside clothes drying or airing facilities shall be permitted.

(L) **VEHICLES NOT IN USE:** No automobile or motor-driven vehicle shall be left upon any lot for a period longer than 30 days, within a 90-day period, in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above-described real estate and shall be removed therefrom.

(M) **HOBBIES:** Hobbies or other activities which tend to detract from the aesthetic character of Whispering Pines and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(N) **BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE:** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle permanent enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 72 hours in any period of thirty (30) days.

(O) **GARAGE:** No dwelling may be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon. The foregoing provisions shall not apply to lots 4641 and 4640.

(P) **SIGNS:** No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than twelve square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period.

(Q) **ANTENNAS:** Television and radio-antennas, including satellite dishes, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or lot.

(R) **ENTRANCE WALLS, FENCING, SUBDIVISION IDENTIFICATION SIGNS, PARTIMOUNTS AND LANDSCAPING:** The walls, fencing, subdivision identification signs, partimounts and landscaping placed on lots 4623, 4624, 4625, 4626, 4627, and 4640 shall not be removed or changed and shall be maintained in good condition by the Association.

(S) **GRADING AND DRAINAGE:** No construction, grading or other improvements shall be made to any lot if such improvements would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configurations.

Each owner covenants that no excavation shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner of his agents, heirs, successors, or assigns until the Granor shall have approved said plans and specifications in writing. If the Granor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Granor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications, until approval is received. If satisfactory one (1) year following conveyance of title to said owner (or such extension of time as Granor may, at its sole option extend) Granor reserves and Granor and each owner hereby acknowledge the right of Granor, at its option, to repurchase the lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

Each lot owner further acknowledges that in considering plans and specifications submitted, Granor will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent lots and effect upon the neighborhood and the overall development of Whispering Pines and acknowledges that the Granor may require submission of samples of materials to be used in the construction of said single family residence as a condition of the approval of said plans and specifications. Each lot owner further acknowledges that the Granor shall not be responsible or liable to said owner of to any other owner of lots in the subdivisions by reason of the exercise of its judgment in approving or disapproving plans submitted not shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Granor in accordance herewith.

Within the easement areas designated on the recorded plat of Whispering Pines, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority of public utility company is responsible.

The following provisions shall apply to lot 4641.
Providing the proposed development of lot 4641 is similar to Graystone Manor, on Frantz Road, north of Hayden Run, Columbus, Ohio, Granor shall be obligated to approve said plans and specifications.

(1) **LIGHTING:** Exterior lighting for lot 4640 shall be subject to the following restrictions.

(1) Wall-mounted lights shall be limited to maximum 75 wattage;
(11) Ground lighting shall be on post lights with maximum 100 wattage.

(11) **DUMPSTERS:** Dumpsters on lot 4640 shall be subject to the following restrictions:

(1) Wood cedar fencing must entirely surround the dumpster;
(11) Fencing must be at least one foot (1') above the top of any container.

(11) **ACCESS/CURB CUT:** With respect to lot 4640, access/curb cut shall be limited to Township Road No. 179.

(11) **EXPOSED BLOCK:** No buildings or structures within the subdivision may have more than two (2) courses of exposed block.

(11) **LANDSCAPING:** With the exception of lots 4641 and 4640, the following minimum landscaping standards shall apply:

(1) Front yards must be sodded except around trees where mulching shall be permitted;
(11) Along the front foundation area, a minimum of twelve (12) shrubs with height no less than eighteen inches (18") must be installed and maintained;
(111) In the front yards, there must exist at least one (1) shade or ornamental tree with minimum caliper of two inches (2").

(11) **OWNERS ASSOCIATION ITEM:** Each owner of lots in this subdivision shall automatically become a member of the Owners Association which shall be established for the purpose, among other things, of maintaining the common areas (excluding common areas on lots 4641 and 4640) as set forth on the recorded plat of said subdivision as well as those dedicated areas not maintained to the satisfaction of the Owners Association. As a member of the Association, each owner shall be liable for assessments and/or dues which assessments and/or dues shall become a lien upon said lots, subject only to the lien for real estate tax and assessments and any first mortgage lien against said real estate.

For the purposes of determining each owner's share and also for the purpose of determining the number of votes that each owner has in the Owners Association, said share and voting shall be determined on a unit basis. Therefore, as to lots 4641 and 4640, following completion of construction of multifamily development, each of said lots shall, for these purposes, be divided into the number of units constructed on the lot. Prior to completion of construction, however, each of said lots shall be considered as a single unit. Notwithstanding the foregoing, the maximum share of annual Owners Association expense paid by the combined units on lot 4641 shall be limited to twenty percent (20%) of the total.

(F) **BUILDING LOCATION, FENCES:** No building shall be located on any lot nearer to the front line or nearer to a side street than the minimum building setback lines shown on the recorded plat. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to concrete platforms or steps. This provision (F) shall not be applicable to limit the size or location of the subdivision entry signs, identification or walls. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lots for walks, drives, or shrubbery, the growing of flowers or other ornamental plants, or for small statutory entranceways, foundations or similar ornamentals for the purpose of beautifying said premises. No such portions of said lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulations.

No chain link fencing shall be permitted in the subdivision.

(11) **TEMPORARY RESIDENCE:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(11) **TEMPORARY STRUCTURE:** No temporary building, trailer, garage, storage building or structure shall be placed upon any lot for storage without the express written consent of Granor.

(11) **ANIMALS:** No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two cats may be kept on any lot except such dogs or cats in excess of such numbers are less than three months of age. All animals must be restrained on the owner's lot and owners shall take all steps necessary to insure the same.

(11) **LOT MAINTENANCE AND WASTE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All garbage for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view and abutting properties. All lots which have been developed but not build upon shall be maintained to include two (2) mowings each year, not later than June 15 and September 15.

(11) **MINIMUM SALES PRICE:** No single-family home, following completion of the building, shall be valued at less than Eighty-Five Thousand Dollars (\$85,000.00), including value of the lot. For a sale of a completed home, evidence of value shall be conclusive with the conveyance fee statement. Otherwise, the value shall be supported by appraisal.

ARTICLE II

Granor reserves the right to modify or amend these Deed Restrictions during the period of constructing improvements and selling all lots. However, any modification or amendment shall not further restrict those requirements set forth herein.

ARTICLE III

At the time of development of lot 4641, mounding, trees, bushes, fencing or other acceptable buffer (to Granor) shall be constructed and maintained along the west and south sides of lot 4641 in order to provide a barrier/buffer/screen between the single family lots and lot 4641. Further providing, however, along the south side of lot 4641, fencing conforming to the standard set forth in the attached exhibit shall be constructed and maintained.

At the time of development of lot 4640, fencing similar to that required along the south side of lot 4640 shall be constructed and maintained along the south line of lot 4641.

On lot 4640, within a thirty-five foot (35') strip bordering lot 4641, the property shall remain in its natural or existing state except for routine maintenance and five foot (5') utility easement. Providing, however, if the owner of lot 4640 is the same as lot 4641, the foregoing restriction shall be of no force or effect.

ARTICLE IV

(A) These restrictions shall run with the land and shall be binding upon all parties until 2017, after which time said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said restrictions in whole or in part.

(B) Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.

(C) Invalidation of any one of these restrictions by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.