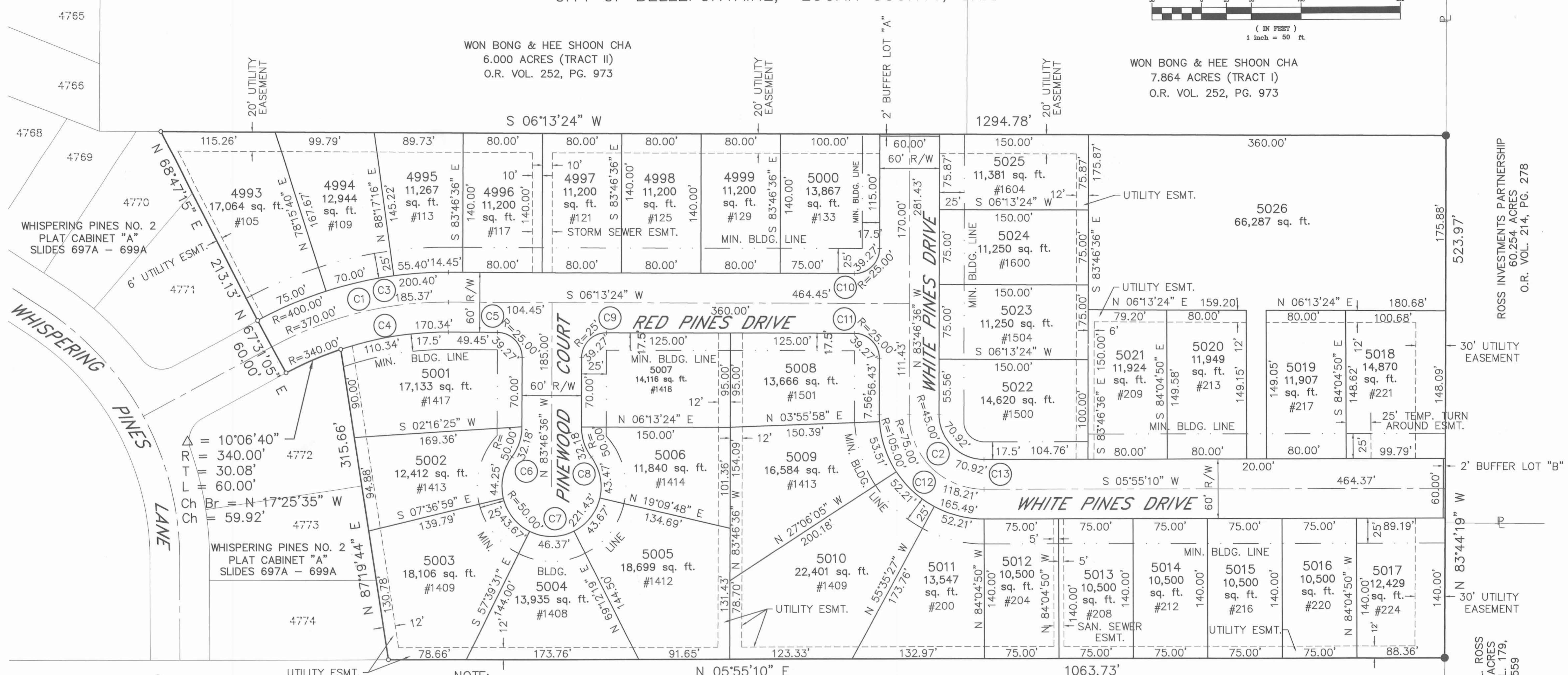
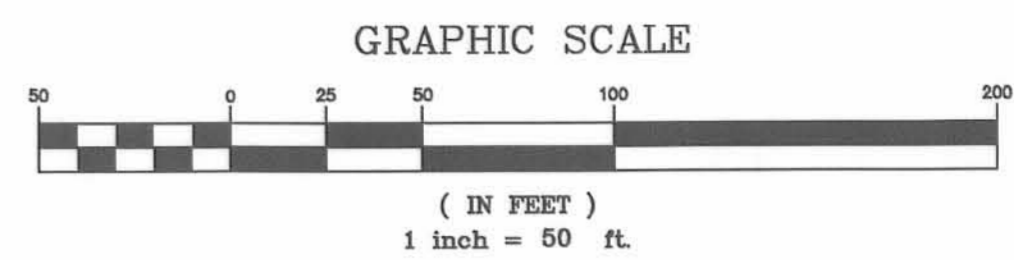


# "WHISPERING PINES NO. 4"

BEING A PART OF V.M.S. 4478 JEFFERSON TOWNSHIP  
CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO



Surveyor  
Harold A. Moores  
5360 Savina Avenue  
Dayton, Ohio 45415

Owner  
Buckeye Links, LTD  
201 Bradenton Avenue  
Suite 120  
Dublin, Ohio 43213

NOTE:  
The lots of Whispering Pines No. 4 are subject to the Covenants, Conditions, Restrictions and Assessments which are set forth on Page Two (2) hereof, the provisions of which are hereby incorporated herein and made a part of this plat.

- LEGEND**
- 5003 - INDICATES LOT NUMBER
  - #1409 - INDICATES HOUSE NUMBER
  - - INDICATES CONCRETE MONUMENT FOUND
  - - INDICATES CONCRETE MONUMENT SET

**CURVE DATA**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	370.00'	185.37'	94.67'	183.44'	S 08°07'46" E	28°42'19"
C2	75.00'	118.21'	75.40'	106.35'	S 51°04'17" W	90°18'14"
C3	400.00'	200.40'	102.35'	198.31'	S 08°07'46" E	28°42'19"
C4	340.00'	170.34'	87.00'	168.56'	S 08°07'46" E	28°42'19"
C5	25.00'	39.27'	25.00'	35.36'	S 51°13'24" W	90°00'00"
C6	50.00'	32.18'	16.67'	31.62'	N 65°20'30" W	36°52'12"
C7	50.00'	221.43'	66.67'	80.00'	S 06°13'24" W	253°44'24"
C8	50.00'	32.18'	16.67'	31.62'	N 77°47'18" E	36°52'12"
C9	25.00'	39.27'	25.00'	35.36'	S 38°46'36" E	90°00'00"
C10	25.00'	39.27'	25.00'	35.36'	N 38°46'36" W	90°00'00"
C11	25.00'	39.27'	25.00'	35.36'	S 51°13'24" W	90°00'00"
C12	105.00'	165.49'	105.56'	148.49'	S 51°04'17" W	90°18'14"
C13	45.00'	70.92'	45.24'	63.81'	N 51°04'17" E	90°18'14"

GLENWOOD EAST ALLOTMENT NO. 1  
PLAT CABINET "A", SLIDE 665

**SURVEYOR'S CERTIFICATION**

The accompanying plat "WHISPERING PINES NO. 4" represents a subdivision of land in V.M.S. 4478, Jefferson Township, City of Bellefontaine, Logan County, Ohio.

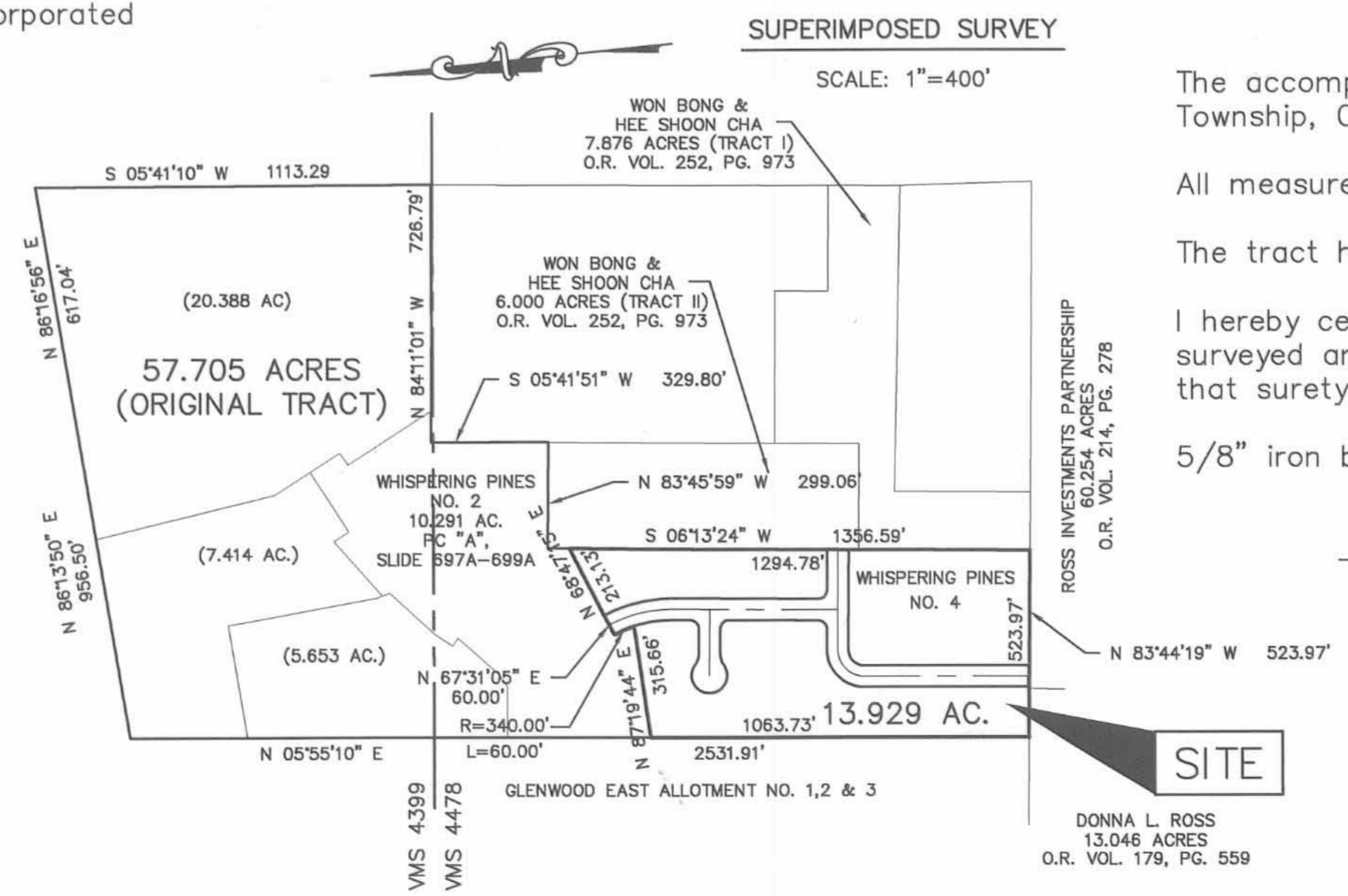
All measurements are in feet and decimals of a foot. All measurements of curves are arc distances.

The tract has an area of 2.382 acres in streets and 11.547 acres in lots, making a total of 13.929 acres.

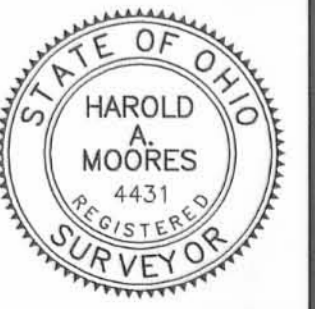
I hereby certify that the accompanying plat is a correct representation of "WHISPERING PINES NO. 4", as surveyed and that all monuments as shown hereon have been set or will be set as a part of the work that surety is posted for.

5/8" iron bars are set at all lot corners and at the beginning and ending of all curves.

*Harold A. Moores*  
Harold A. Moores, P.S. 4431  
Date 11-11-98



**H.A. MOORES & ASSOC., INC.**  
5360 SAVINA AVENUE  
DAYTON, OHIO 45415  
PHONE: (937) 836-6836



” WHISPERING PINES NO. 4 ”

COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR WHISPERING PINES NO. 4

BEING A PART OF V.M.S. 4478 JEFFERSON TOWNSHIP CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO

Whispering Pines No. 4 (hereinafter referred to as the subdivision) is part of the Whispering Pines Development (as hereinafter defined) which is being developed by BUCKEYE LINKS, LTD (an Ohio LTD, hereinafter referred to as the "Grantor").

In pursuance of a comprehensive plan for the development of the Whispering Pines Development, the Covenants, Conditions, Restrictions and Assessments which are set forth herein below (hereinafter referred to as the "Restrictions") are hereby declared to be covenants running with the land, and shall be binding upon and inure to the benefit of any owners of any lot within the Subdivision and all others claiming under or through them.

ARTICLE I

(A) LAND USE: All of the lots in Whispering Pines No. 4 shall be used for single family residential purposes only.

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.

(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 the building.

(C) TRADE OR COMMERCIAL ACTIVITY'S RULES: Trade or commercial activity shall not 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.(D) PLAN APPROVAL: As hereinafter provided, the following provisions shall apply to all of the lots in the Subdivision:

For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within Whispering Pines No. 4, 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 Grantor, 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.

Each owner covenants that no excavations shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner or his agents, heirs, successors, or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor 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 Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications, until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within one (1) year following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby acknowledge the right of Grantor, 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, Grantor 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 neighboring properties and the overall development of the Development and acknowledges that the Grantor 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 Grantor shall not be responsible or liable to said owner or to any other owner of lots in the subdivisions by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses incurred by 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 Grantor in accordance herewith.

Within the easement areas designated on the recorded plat of Whispering Pines No. 4, no structure, planting or other material shall be placed of 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 or public utility company is responsible.

(E) 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 railing, or fences not exceeding three (3) feet in height located on or adjacent to entrance platform or steps. This provision (E) 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, the planting of trees or shrubbery the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of the ordinary garden or field variety shall be grown on 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 object shall be allowed to be placed of suffered to remain anywhere thereon. 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.

(F) 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.

(G) 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 Grantor.

(H) 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 as 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.

(I) 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties. All lots which have been developed but not built upon shall be maintained to include two (2) mowings each year, not later than June 15 and September 15.

(J) CLOTHESLINE: 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.

(K) 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.

(L) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and 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 to specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(M) 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.

(N) GARAGE: No dwelling may be constructed on any lot unless an enclosed attached garage for at least two automobiles is also constructed thereon.

(O) 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.

(P) 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.

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

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

(S) LANDSCAPING: The following minimum landscaping standards shall apply:

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

(T) TREE REMOVAL: In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of four (4) inches or more shall be destroyed or removed from any lot unless approved by Grantor in connection with its approval of the plans and specifications for the construction of improvements on the lot or otherwise with the prior express written consent of the Grantor or the person or entity designated by Grantor to grant such approval.

(U) OWNERS ASSOCIATION LIEN: Each owner of lots in the Development shall automatically become a member of the Owners Association which shall be established for the purpose, among other things, of maintaining the common areas in the Development (excluding common areas on lots 4641 and 4640 of Whispering Pines) as set forth on the recorded plats of the Development as well as those dedicated areas not maintained to the satisfaction of the Owners Association, including, but not limited to, (a) the gatehouse, entrance walls, subdivision identification signs, landscaping, ornamental lighting, and fencing located within the dedicated right-of-way of Whispering Pines Lane, and (b) the entrance walls, fencing, subdivision identification signs, and earth mounds and landscaping referred to in provision (R) of Article I of the Restrictions for Whispering Pines of record in Plat Cabinet A, Slides 681, 682 and 683, Recorder's Office, Logan County, Ohio. 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 purpose 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 of Whispering Pines, 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 of Whispering Pines shall be limited to twenty percent (20%) of the total.

(V) MINIMUM SALES PRICE: No single-family home, following completion of the dwelling, shall be valued at less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00), 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

Grantor 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

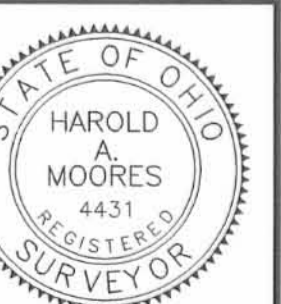
(A) These restrictions shall run with the land and shall be binding upon all parties until 2017, after which time said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in said subdivision has been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

(B) Enforcement of these restrictions shall be by proceedings at law or equity, brought by any owner of any lot within the Development, the Grantor, or the Owner's Association, 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 or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

H.A. MOORES & ASSOC., INC.

5360 SAVINA AVENUE DAYTON, OHIO 45415 PHONE: (937) 836-6836



# "WHISPERING PINES NO. 4"

BEING A PART OF V.M.S. 4478 JEFFERSON TOWNSHIP  
CITY OF BELLEFONTAINE, LOGAN COUNTY, OHIO

### 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 4478 and being all of that 13.940 acre tract as conveyed to Buckeye Links, LTD by deed as recorded in O.R. Volume 376, Page 522 and being more particularly described as follows:

Beginning at a concrete monument found at the southwest corner of Lot 4771 of Whispering Pines No. 2 as recorded in Plat Cabinet A, Slide 697A - 699A, said monument also being in the east right-of-way line of Red Pine Drive as dedicated in said Whispering Pines No. 2;

Thence along the south line of said Whispering Pines No. 2 North 68° 47' 15" East a distance of 213.13 feet to a concrete monument found at the southeast corner of Lot 4770 of said Whispering Pines No. 2, and said monument also being in the east line of said Buckeye Links, LTD 13.940 acre tract;

Thence along the east line of said Buckeye Links, LTD 13.940 acre tract, said line also being the west line of a 6.000 acre (Tract II) and a 7.864 acre tract (Tract I) as conveyed to Won Bong and Hee Shoon Cha by deed as recorded in O.R. 252, Page 973 South 06° 13' 24" West a distance of 1294.78 feet to a concrete monument set, said point also being the southeast corner of said Buckeye Links, LTD 13.940 acre tract and also being in the north line of a 60.254 acre tract as conveyed to Ross Investments Partnership by deed as recorded in O.R. Volume 214, Page 278;

Thence along the south line of said Buckeye Links, LTD 13.940 acre tract, said line also being the north line of said Ross Investments Partnership 60.254 acre parcel and the north line of a 13.046 acre tract conveyed to Donna L. Ross by deed as recorded in O.R. Volume 179, Page 559 North 83° 44' 19" West a distance of 523.97 feet to a concrete monument set, said point being the southwest corner of said Buckeye Links, LTD 13.940 acre tract and also being the southeast corner of Glenwood East Allotment No. 1 as recorded in Plat Cabinet "A", Slide 665;

Thence along the west line of said Buckeye Links, LTD 13.940 acre tract and with the east line of said Glenwood East Allotment No. 1 North 05° 55' 10" East a distance of 1063.73 feet to a concrete monument found at the southwest corner of Lot 4774 in said Whispering Pines No. 2;

Thence along the south line of said Whispering Pines No. 2 North 87° 19' 44" East a distance of 315.66 feet to a concrete monument found at the southeast corner of Lot 4772 in said Whispering Pines No. 2, said monument also being in the west right-of-way line of Red Pine Drive;

Thence with the said west right-of-way line of Red Pine Drive, said right-of-way line also being a southern boundary line of said Whispering Pines No. 2 and a northern boundary line of said Buckeye Links LTD 13.940 acre tract, on a curve to the left, said curve having a radius 340.00 feet, an included angle of 10° 06' 40", an arc length of 60.00 feet, the chord of said arc bearing North 17° 25' 35" West for a chord distance of 59.92 feet to a concrete monument found;

Thence continuing along the southern boundary of said Whispering Pines No. 2 and the north line of said Buckeye Links LTD 13.940 acre tract North 67° 31' 05" East a distance of 60.00 feet to the point of beginning.

Containing a total of 13.929 acres, subject to all legal highways, easements and restrictions of record.

Basis of Bearings: South line of Whispering Pines No. 2, west of Red Pine Drive: North 87°19'44" East.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that BUCKEYE LINKS, LTD, an Ohio LTD, by Richard J. Wakefield, it's General Partner, as proprietor of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate the streets to the public use forever.

Buffer Lots "A" and "B" and the temporary turnaround easement located on Lot 5018 are herewith 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.

#### WITNESSES

Don Stevens  
Signature

DON STEVENS  
(Print name)

Virginia M. Beasley  
Signature

Virginia M. Beasley  
(Print name)

#### PROPRIETOR

Richard J. Wakefield  
Richard J. Wakefield, General Partner

### STATE OF OHIO, SS:

Before me, a notary public in and for said State, personally came BUCKEYE LINKS, LTD an Ohio LTD, by Richard J. Wakefield, it's General Partner as Proprietor, who acknowledge the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes within expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16<sup>th</sup> day of Sept, 1999.

Virginia M. Beasley  
Notary Public

VIRGINIA M. BEASLEY  
Notary Public, State of Ohio  
My Commission Expires April 6, 2008

### APPROVALS

Approved this 16<sup>th</sup> day of September, 1999.

FE Norris  
Bellefontaine City Engineer

The within streets and Lot 5026 are hereby approved and accepted for public maintenance by Ordinance No. 98-01, recorded in City Council's record book 98 on this 13<sup>th</sup> day of October, 1998.

Paul E. Hamilton  
Mayor

William R. Patterson  
President, Bellefontaine City Council

Debi Yorkam  
Clerk of Council

Approved this 13<sup>th</sup> day of October, 1998.

David E. Zimmerman  
Chairman, City Planning Commission

Transferred this 22<sup>nd</sup> day of September, 1999.

Michael G. Jordan  
Auditor, Logan County, Ohio

Recorded in Plat Cabinet B  
Slide 43B, 44A, 44B, received for record at 3:57 o'clock P. M. this 22<sup>nd</sup> day of September 1999.

Carolyn Collins  
Recorder, Logan County, Ohio

Plat pre-approval Jon C. Hines 9-21-99

Plat checked Jon C. Hines 9-22-99

SHEET 3 OF 3

**H.A. MOORES & ASSOC., INC.**  
5360 SAVINA AVENUE  
DAYTON, OHIO 45415  
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