

Calc. B. slide 95A

WOODLAND PARK ESTATES - PHASE 2

PART OF THE SOUTHWEST QUARTER OF SECTION 27,
RANGE 8 EAST, TOWN 6 SOUTH, STOKES TOWNSHIP,
VILLAGE OF LAKEVIEW, LOGAN COUNTY, OHIO

LEGAL DESCRIPTION
WOODLAND PARK ESTATES, PHASE 2
9.937 ACRES

BEING A PART OF A PART OF A 29.362 ACRE TRACT OF LAND OWNED BY S & S FINE HOMES LTD. AS DESCRIBED IN OFFICIAL RECORD 700, PAGE 908 OF THE LOGAN COUNTY RECORDS, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWN 6 SOUTH, RANGE 8 EAST, STOKES TOWNSHIP, LOGAN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at a P.K. nail found at the southwest corner of the southwest quarter of Section 27, also being on the centerline of Lake Avenue;

thence, North 00°-10'-00" East, 446.00 feet, along the west line of said quarter section and the east line of the Daniel R. Hurley, etux original 40 acre tract as described in Deed Book 383, Page 372 to a 5/8" iron pin with cap set;

thence, South 89°-38'-00" East, 800.00 feet, to a 5/8" iron pin with cap set;

thence, South 00°-10'-00" West, 6.24 feet, to a 5/8" iron pin with cap set;

thence, South 89°-38'-00" East, 131.91 feet, to a 5/8" iron pin found at the southwest corner of a 11.329 acre tract owned by S & S Fine Homes Ltd. as described in Official Record 703, Page 439;

thence, South 89°-41'-16" East, 41.65 feet, along the south line of said 11.329 acre tract to a 5/8" iron pin found at an angle in the west line of Woodland Park Drive;

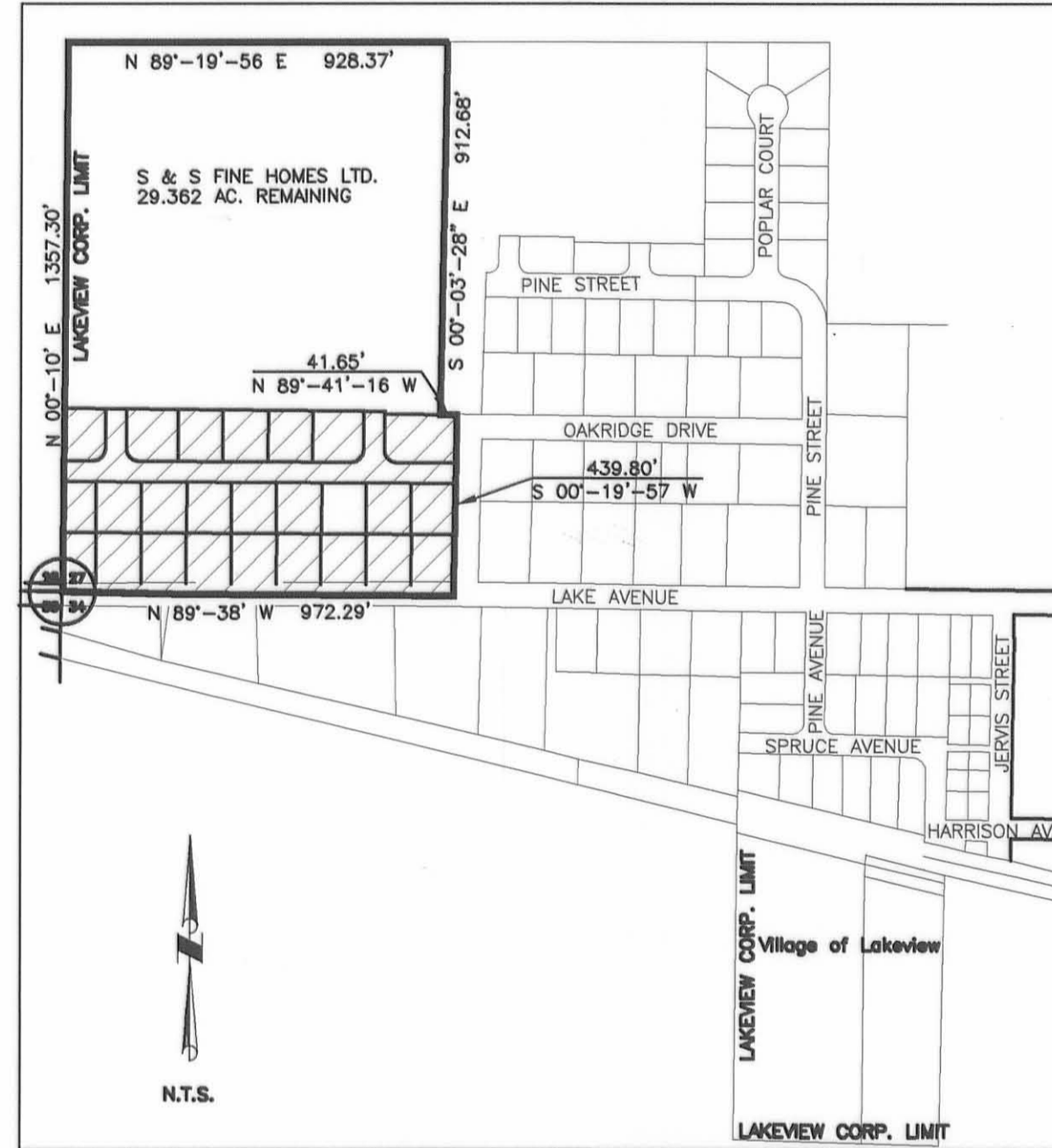
thence, South 00°-19'-57" West, 439.80 feet, along the west line of said Woodland Park Drive to a railroad spike found on the centerline of Lake Avenue;

thence, North 89°-38'-00" West, 972.29 feet, along the centerline of said Lake Avenue to the place of beginning.

Containing 9.937 acres more or less and being subject to any legal highways and easements of record.

The basis for bearings is the south line of Section 27, being North 89°-38'-00" West, and all other bearings are from angles and distances measured in a field survey by Choice One Engineering on April 20, 2004.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, based on an actual survey performed under his direct supervision dated May 12, 2004.



OVERLAY MAP

22. Invalidation of any one or more of these covenants and restrictions by judgment or order issued by a court of competent jurisdiction shall in no way affect or invalidate any of the other covenants and restrictions, all of which shall remain in full force and effect.

23. These covenants and restrictions are to run with the land and shall be binding on all lot owners in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, their successors and assigns, and all parties and all persons claiming under any of them, unless by the affirmative vote of 75% all lot owners in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, it is determined to change these covenants and restrictions, in whole or in part. In any such revision(s) shall not take affect until a written amendment, containing such revision(s) and signed by the requisite percentage of lot owners, is properly filed in the real property records of the Logan County Recorder.

24. Each owner of a lot in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, shall automatically become a member of the Woodland Park Estates Homeowners Association, an Ohio nonprofit corporation, which shall be established for the purpose, among other things, of maintaining, repairing and mowing regularly all park areas, public areas and areas within designated walking paths of Woodland Park Estates. As a member of Woodland Park Estates Homeowners Association, each lot owner shall be liable for assessments and/or dues as established from time to time in accordance with the Articles of Incorporation and Code of Regulations of Woodland Park Estates Homeowners Association. Such assessments and/or dues owed by each lot owner shall become a lien upon the lot(s) owned by such lot owner, subject only to the lien for real estate taxes and assessments, and any first mortgage lien against said lot(s). Subject to and in accordance with the provisions of the Articles of Incorporation and Code of Regulations of Woodland Park Estates Homeowners Association, for the purpose of determining each lot owner's membership share and corresponding number of votes in Woodland Park Estates Homeowners Association, said membership share and number of votes shall be determined on a per lot basis, meaning that each lot in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, shall have one (1) membership interest and one (1) vote in Woodland Park Estates Homeowners Association, without regard to the number of owners owning an interest in any single lot.

Lot Restrictions - Woodland Park Estates

- On each lot as herein described, there shall be constructed no more than one single-family dwelling and each dwelling be used solely for residential purposes. Home offices shall be permitted as long as there are no employees other than family members.
- Square footage of all dwellings shall not be less than:
 - 1500 sq. ft. on a ranch excluding porches, garages and basements. Plus have an attached 2-car garage minimum.
 - 1700 sq. ft. on a 1 1/2 story or 2-story, excluding porches, garages and basement. Plus have an attached 2-car garage minimum.
- No house trailer, mobile home, camper, motor home, basement, tent, shack, garage, barn or other structure of a temporary nature shall be used as a residence on any lot, temporarily or permanently.
- No structure or any part thereof shall be erected, placed or maintained on any lot nearer to any adjacent lot line or rear line than permitted by the appropriate Governmental authority's zoning and building requirements. No outbuildings shall be allowed for storage.
- No building materials shall be stored outside of a residence or garage on any lot except building materials to be used in construction or improvements to such lot, and such materials should be used within 60 days.
- All rubbish and debris, combustible and non-combustible and all garbage shall be stored in and maintained in proper containers.
- No animals that may become a nuisance or annoyance to the neighborhood shall be bred, raised or kept on any lot. No animals, birds, insects, livestock, or poultry of any kind shall be bred, raised or kept on any lot except for dogs, cats or other household pets which are kept for domestic purposes only, and are not bred, raised or kept for any commercial purpose.
- No gas powered vehicles, other than maintenance vehicles, shall be permitted on the walking trails.
- No recreational vehicles, snowmobiles, boats, motorcycles, trailers, campers, large equipment, large trucks designed with a cargo weight in excess of 1 gross ton, and other similar vehicles/equipment shall be stored and/or parked on the streets of the development or on any lot, unless such vehicles/equipment are stored within a garage. No non-functioning automobile or other motor vehicle shall be parked more than 30 days on any street of the development or any lot, except within a garage. After such 30 day period, any non-functioning vehicle shall be considered a nuisance and detrimental to the welfare of the development.
- All lots must be properly maintained and be well mowed, free of debris and have leaves removed on a regular basis.
- Back yards only may be fenced, and must be fenced in either permanent black or white vinyl, aluminum or wood picket style fencing, that is substantially strong, not temporary in nature, and will not be more than 4 1/2 feet in height. No chain link fence is allowed.
- No commercial signs shall be permitted in either the yards or affixed to the houses except for the development and sale of lots of Woodland Park Estates.
- House colors and trim shall be conservative in nature.
- Loud music and offensive noises shall not be permitted.
- Swimming pools must be properly fenced in accordance with local zoning requirements. Only in-ground (i.e., pools constructed below the grade of the lot) shall be permitted on any lot.
- Animals must be walked on leashes and owners shall properly dispose of all animal waste.
- No new plantings or permanent structures to be permitted within an easement area.
- No noxious or offensive trade or activity shall be transacted or engaged in on any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood, nor shall any lot be used in any way for any purpose that would endanger the health or disturb the peace and quiet of the neighborhood.
- The walking trails indicated on the plat shall be for the use and benefit of all lot owners in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase. Each lot owner shall be responsible for mowing and trimming grass and vegetation along the boundaries of the portion of the walking path located on such owner's lot. Further, each lot owner shall be responsible for keeping the portion of the walking path located on such owner's lot free of debris and obstacles, except that lot owners shall not be responsible for the removal of snow and ice from the walking paths.
- Except for the duties required of lot owners in Section 19 of these lot use restrictions, all park areas, public areas and areas within the boundaries of designated walking paths set forth on the plat, if any, shall be maintained, repaired and mowed regularly by the Woodland Park Estates Homeowners Association, an Ohio nonprofit corporation.
- These covenants and restrictions are for the benefit of: (i) all lot owners in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, (ii) the Woodland Park Estates Homeowners Association, an Ohio nonprofit corporation, and (iii) S & S Fine Homes, Ltd., an Ohio limited liability company, which is the developer of Woodland Park Estates. All of said parties shall have the right and legal standing, but not the obligation, to enforce these covenants and restrictions. Enforcement of these restrictions shall be by proceedings at law or equity against any person(s) or party(ies) violating or attempting to violate any covenant or restriction, seeking either to restrain any violation or to recover damages, including attorney fees and court costs resulting from said violation, together with any other remedy permissible under Ohio law.

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WOODLAND PARK ESTATES - PHASE 2
VILLAGE OF LAKEVIEW
WOODLAND PARK ESTATES - PHASE 2 FINAL PLAT

REVISIONS:
5-12-2004
5-24-2004
7-07-2004
8-23-2004
10-11-2004

FILE NAME
LOGLAK0305COV

DRAWN BY
jmk

CHECKED BY
SEB

PROJECT No.
LOGLAK0305

DATE
4-20-2004

SHEET NUMBER
2 OF 2

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE SUBDIVISION HEREON PLATTED BASED ON AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION. 5/8" X 30" IRON PINS WITH CAPS WILL BE SET AT ALL LOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES.

Wesley D. Goubeaux
10-11-2004
WESLEY D. GOUBEAUX, P.S. #8254 DATE

