

DEER RUN NO.1

SITUATED IN V.M.S. 4399 & 4478, CITY OF BELLEFONTAINE,
LAKE TWP., LOGAN COUNTY, OHIO

DEER RUN NO. 1 LEGAL DESCRIPTION

The following described real estate situated in the State of Ohio, County of Logan, Township of Lake, City of Bellefontaine, being part of the Virginia Military surveys 4399 and 4478 and more particularly described as follows:

Beginning at a concrete monument found marking the southwest corner of Ashbrook Addition No. 1, Plat Cabinet A, Slide 605, said monument also in the east line of V.M.S. 4990.

THENCE with the south line of said Ashbrook Addition No. 1 and the south line of Ashbrook Addition No. 2, Plat Cabinet A, Slide 661 the following 5 courses:

- S. 83°45'02" E. 180.04 feet to a concrete monument found.
- N. 6°20'12" E. 9.99 feet to a 5/8 inch iron found.
- S. 83°43'04" E. 259.78 feet to a concrete monument set.
- S. 74°52'54" E. 199.86 feet to a concrete monument found.
- S. 85°27'55" E. 90.16 feet to a concrete monument found in the west line of Lot 4338 of Hyland Hills Estates, Phase V, Addition, Plat Book 6, Volume F, Page 76.

THENCE with the west line of said Lot 4338, S.5°28'11" W. 248.22 feet to a concrete monument set, northwest corner of Hills and Dale's Partnership's 0.917 acre tract, O.R. 73, Page 491.

THENCE S. 44°30'12" W. 339.25 feet to a concrete monument set.

THENCE N. 83°17'58" W. 203.21 feet to a concrete monument set.

THENCE N. 6°09'58" E. 31.48 feet to a concrete monument set.

THENCE N. 83°50'02" W. 196.75 feet to a concrete monument set.

THENCE N. 6°09'58" E. 50.08 feet to a concrete monument set.

THENCE N. 83°50'02" W. 120.04 feet to a concrete monument set in the east line of V.M.S. 4990.

THENCE with the east line of V.M.S. 4990 N. 6°09'58" E. 450.17 feet to the point of beginning.

Containing 7.895 acres, more or less, of which 7.698 acres are in V.M.S. 4399 and 0.197 acres are in V.M.S. 4478.

The above described 7.895 acre tract being surveyed from the Hills and Dale's Partnership's 41.644 acre tract, O.R. 72, Pages 880 and 893.

Basis for bearings: North line of Hyland Hills Estates, Phase IV, (N. 83°59'57" W. Assumed)

This description prepared from an actual field survey.

SURVEYOR'S CERTIFICATION

The accompanying plat represents a subdivision of land in V.M.S. 4399 and 4478, Lake 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 1.495 acres in streets (0.005 AC. in V.M.S. 4478, 1.490 AC. in V.M.S. 4399) and 6.400 acres in lots (0.192 AC. in V.M.S. 4478, 6.208 AC. in V.M.S. 4399), making a total of 7.895 acres.

I hereby certify that the accompanying plat is a correct representation of Deer Run, 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, P.S. NO. 6993

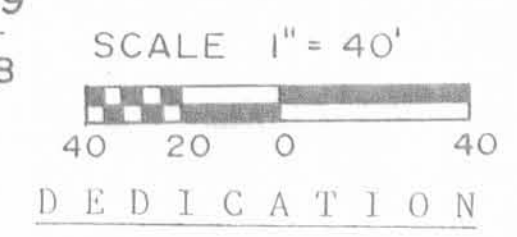
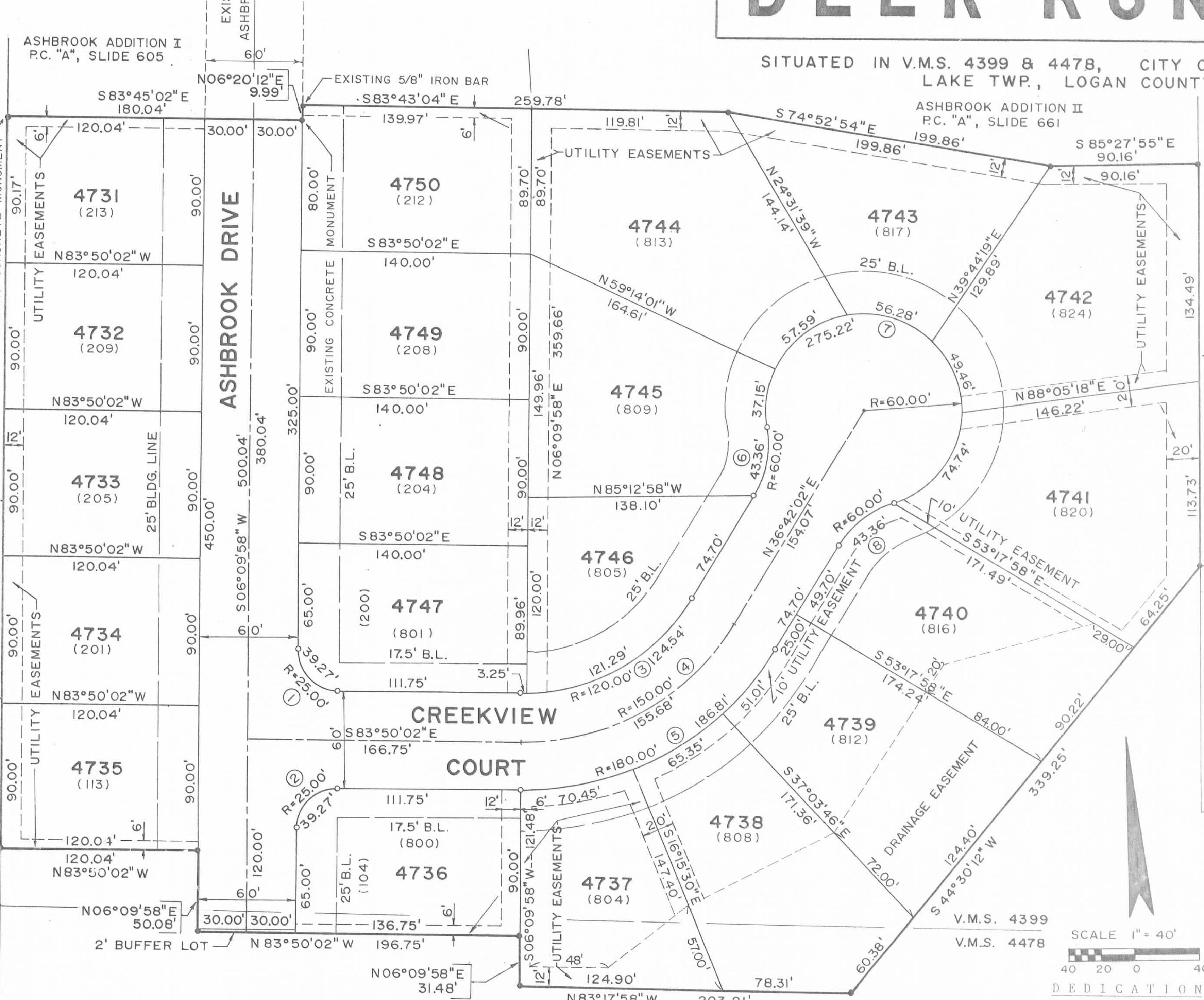
10-30-89
Date

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

SUBDIVIDERS OF PLAT: Hills & Dale's Partnership
Dale R. Smith, Managing Partner
7929 Washington Woods Dr.
Dayton, OH 45459



V.M.S. 4990
CLAPSADDLE ALLOTMENT
P.B. 4, VOL. F, PG. 48
JEAN M. SMITH
D.B. 184, PG. 484
6.59 AC.
DICK D. NEFF, ETUX
D.B. 350, PG. 6
5 AC.
V.M.S. 4990



KNOW ALL MEN BY THESE PRESENTS, that Dale R. Smith, Managing Partner of Hills and Dale's Partnership, Proprietor of the land indicated on the accompanying plat, has authorized the platting thereof and do hereby dedicate the streets to the public use forever.

The buffer lot at the south end of Ashbrook Drive 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.

Richard A. Bruce
Witness

Dale R. Smith
Proprietor

STATE OF OHIO SS:
LOGAN COUNTY

Before me, a Notary Public in and for said County, personally came Dale R. Smith, Managing Partner of Hills and Dale's Partnership, Proprietor, 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 _____ day of _____, 1989.

Notary Public

CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	90°-00'-00"	25.00	39.27	25.00	35.36	N.38°-50'-02" W.
2	90°-00'-00"	25.00	39.27	25.00	35.36	N.51°-09'-58" E.
3	59°-27'-56"	120.00	124.54	68.54	119.03	S.66°-26'-00" W.
4	59°-27'-56"	150.00	155.68	85.67	148.79	N.66°-26'-00" E.
5	59°-27'-56"	180.00	186.81	102.81	178.54	N.66°-26'-00" E.
6	41°-24'-35"	60.00	43.36	22.68	42.43	S.15°-59'-45" W.
7	262°-49'-10"	60.00	275.22		90.00	N.53°-17'-58" W.
8	41°-24'-35"	60.00	43.36	22.68	42.43	N.57°-24'-20" E.

DEER RUN NO. 1

SITUATED IN V.M.S. 4399 & 4478, CITY OF BELLEFONTAINE,
LAKE TWP., LOGAN COUNTY, OHIO

RESTRICTIONS DEER RUN

ARTICLE I

(A) **LAND USE:** All of the said lots in Deer Run Subdivision 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 building 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.

(D) **TRADE OR COMMERCIAL ACTIVITY BARRED:** 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 Deer Run.

(E) **BUILDING STANDARDS:** All homes constructed on lots in Deer Run shall meet and conform to the following requirements:

- (1) A minimum living space of 1,800 square feet.
- (2) Two car attached garages comprising a minimum of 400 square feet.
- (3) Exterior materials of stone, brick, cedar, redwood, other solid natural woods, stucco, drivet or some combination thereof.
- (4) Minimum roof pitches 8" (vertical)/12" (horizontal).
- (5) Mandatory use of architectural or "dimensional" shingles.
- (6) Mandatory use of earth tones and muted colors on painted surfaces with the exception of architectural accents.

(F) **PLAN APPROVAL:** For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within Deer Run, 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 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 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 acknowledges 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 Deer Run 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. As a general principle, the Grantor will not approve plans that are identical or closely approximate to those that have been previously submitted for review and approval. 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 judgement in approving or disapproving plans submitted nor 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 Grantor in accordance herewith.

Within the easement areas designated on the recorded plat of Deer Run, 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.

(G) **BUILDING LOCATION; FENCES:** Unless an exception is approved by Grantor, the front of all homes constructed in Deer Run must begin at the front setback line but no building shall be located on any lot 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 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, 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 objects shall be allowed to be placed or 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.

(H) **PATIOS AND DECKS:** Patios and decks are permitted only in the backyards of lots; no patio or deck structures permitted in the front or sideyards of lots.

(I) **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.

(J) **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.

(K) **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.

(L) **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 kept within the confines of the owner's dwelling. On trash removal day, trash containers may be kept on driveways or streets for a maximum period of 24 hours.

(M) **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.

(N) **VEHICLES NOT IN USE:** No automobile or motor-driven vehicle shall be left upon any lot for a period longer than 10 days 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.

(O) **HOBBIES:** Hobbies or other activities which tend to detract from the aesthetic character of Deer Run 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.

(P) **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.

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

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

(S) **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.

(T) **POOLS:** Above ground pools are absolutely prohibited in Deer Run. In ground pools are permitted but require Grantor approval with respect to location, type, design and planned fencing.

(U) **ENTRANCE WALLS AND LIGHTS, SUBDIVISION IDENTIFICATION SIGNS AND ENTRANCE LANDSCAPING:** The walls, lights, subdivision identification and landscaping placed on lots 4731 and 4750 shall not be removed or changed by the owners of the aforesaid lots. Owners of lots 4731 and 4750 will be responsible for maintaining (1) the grass and landscaping around that portion of the entry wall located on their respective lot with the same level of care exercised in maintaining the balance of their lot and (2) the lights and bulbs forming a part of the entry wall located on their respective lots. The owners of lots 4731 and 4750 shall pay for the electricity used by the subdivision lights on the entry wall located on their respective lots.

(V) **DRIVEWAY LIGHT, MAIL BOX, NEWSPAPER BOX COMBINED:** All Lot owners within Deer Run Subdivision shall be required to have a combined driveway light, mail box, newspaper box so designed as to blend with the architecture of their respective building and subject to the Grantor's approval. The driveway light is to be controlled by photo cell only and be set to operate from dusk to dawn.

(W) **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.

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

(Y) **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 (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").

(Z) **DETENTION BASIN:** Owners of the following lots must maintain the grassy areas of the detention basin that comprises a portion of their lots with the same level of care that they maintain the balance of their respective lots: 4737, 4738, 4739, 4740 and 4741.

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 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 judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

APPROVALS

Description Checked JCH 11-1-89
Transferred this 2ND day of NOVEMBER, 1989.

Jean Jones
Logan County Auditor

Filed for record this 2ND day of NOVEMBER, 1989, at 11:15 A.M.

Recorded this 2ND day of NOVEMBER, 1989, in Plat Cabinet A, Slides 691A+B, 693A
Carolyn Collins
Logan County Recorder
I HEREBY CERTIFY THAT THE WITHIN NAMED HILLS + DALE'S PARTNERSHIP HAS A CERTIFICATE ON FILE IN THIS OFFICE THIS 2ND DAY OF NOVEMBER, 1989
Carolyn Collins
Logan County Recorder

Approved this 31 day of October, 1989.

Jonathan L. Abregu
Bellefontaine City Engineer

The within streets and easements are hereby approved and accepted for public maintenance by Ordinance No. 89-88 recorded in City Council's record book 89, on this 24TH day of October, 1989.

Richard J. Vignaro
Mayor

Howard J. Jackson
President, Bellefontaine City Council

Arduethe E. Predmore
Clerk of Council

Approved this 31 day of October, 1989.

James M. Weeks
Chairman, City Planning Commission

BOUNDARY SURVEY

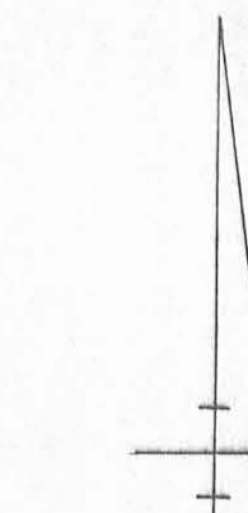
DEER RUN

V.M.S. 4399 & 4478
CITY OF BELLEFONTAINE
LOGAN COUNTY, OHIO



AREA = 41.644 Acres

V.M.S. 4399 = 28.599 AC.
V.M.S. 4478 = 13.045 AC.



Scale: 1" = 100'

- LEGEND
- A - Existing Concrete Monument
 - B - Existing Wood Corner Post
 - C - Existing Iron Pin
 - D - Existing Pipe
 - E - Existing Steel Corner Post
 - F - 5/8" Iron Bar Set

BASIS FOR BEARINGS:
NORTH LINE OF HIGHLAND HILLS ESTATES, PHASE IV
N. 83°54'57"W. (ASSUMED)