

LEGAL DESCRIPTION  
WOODLAND PARK ESTATES, PHASE 3  
6.024 ACRES

Situated in the State of Ohio, County of Logan, Township of Stokes, in the Village of Lakeview, being part of Section 27, Town 6 South, Range 8 East, and being part of a 29.362 acre tract conveyed to S. & S. Fine Homes, Ltd. by O.R. Volume 700, Page 908 and a 11.329 acre tract conveyed to S. & S. Fine Homes, Ltd. by O.R. Volume 703, Page 439 and being more particularly described as follows:

Beginning at a 5/8" iron pin with cap found at the northwest corner of Lot 674 of Woodland Park Estates, Phase 2 as recorded in Plat Cabinet B, Slides 94B and 95A;

thence, North 00°-10'-00" East, 244.00 feet, to a 5/8" iron pin with cap set;

thence, South 89°-38'-00" East, 322.00 feet, to a 5/8" iron pin with cap set;

thence, North 00°-10'-00" East, 172.00 feet, to a 5/8" iron pin with cap set;

thence, South 89°-38'-00" East, 93.90 feet, to a 5/8" iron pin with cap set;

thence, northeasterly, 47.23 feet, along a curve to the left having a radius of 30.00 feet, and internal angle of 90°-12'-00", and a chord 42.50 feet in length bearing North 45°-16'-00" East, to a 5/8" iron pin with cap set;

thence, North 00°-10'-00" East, 6.80 feet, to a 5/8" iron pin with cap set;

thence, South 89°-50'-00" East, 50.00 feet, to a 5/8" iron pin with cap set;

thence, South 00°-10'-00" West, 5.34 feet, to a 5/8" iron pin with cap set;

thence, South 89°-38'-00" East, 130.13 feet, to a 5/8" iron pin with cap set;

thence, North 89°-56'-32" East, 133.44 feet, to a 5/8" iron pin with cap set on the extension of the west right-of-way line of Pine Court;

thence, South 00°-03'-28" East, 84.68 feet, along the extension of the west line and the west line of said Pine Court and the west line of Woodland Park Estates, Phase 1 as recorded in Plat Cabinet B, Slides 91B and 92A to a 5/8" iron pin with cap found;

thence, southwesterly, 47.32 feet, along a curve to the right having a radius of 30.00 feet, an internal angle of 90°-22'-10", and a chord 42.56 feet in length bearing South 45°-07'-37" West, along the west line of Woodland Park Estates, Phase 1 to a 5/8" iron pin with cap found on the north right-of-way line of Pine Street;

thence, North 89°-41'-18" West, 0.59 feet, along the north line of said Pine Street and the west line of Woodland Park Estates, Phase 1 to a 5/8" iron pin with cap found;

thence, South 00°-03'-28" East, 190.00 feet, along the west line of Lot 650 of Woodland Park Estates, Phase 1 to a 5/8" iron pin with cap found at the northwest corner of a 0.43 tract owned by A. Malinda Minnich, trustee of the A. Malinda Minnich Trust as described in Official Record 421, Page 706;

thence, South 00°-19'-37" West, 149.99 feet, along the west line of said Minnich tract to a 5/8" iron pin with cap set on the north right-of-way line of Oakridge Drive;

thence, North 89°-41'-16" West, 101.65 feet, along the north line of said Oakridge Drive and the north line of Lot 678 of the Woodland Park Estates, Phase 2 to a 5/8" iron pin with cap found;

thence, with the north line of the said Woodland Park Estates, Phase 2 the following 3 bearings and distances:

thence, North 89°-38'-00" West, 131.91 feet, along the north line of said Lot 678 to a 5/8" iron pin with cap found on the east right-of-way line of Otter Court;

thence, North 00°-10'-00" East, 6.24 feet, along the east line of said Otter Court to a 5/8" iron pin with cap found;

thence, North 89°-38'-00" West, 496.00 feet, along the north line of the said Woodland Park Estates, Phase 2 to the place of beginning.

Containing 6.024 acres more or less and being subject to any legal highways and easements of record.

The basis for bearings is the west line of Section 27, being North 00°-10'-00" East, and all other bearings are from angles and distances measured in a field survey by Choice One Engineering on February 11, 2008.

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 February 11, 2008.

# WOODLAND PARK ESTATES - PHASE 3

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

## Lot Restrictions – Woodland Park Estates

- On each lot as herein described, there shall be constructed no more than one (1) single-family dwelling and each dwelling must be used for residential purposes. Home offices shall be permitted as long as there are no employees other than family members. Notwithstanding the forgoing provisions, the owner of any lot with a single-family dwelling constructed thereon may construct a maximum of one (1) free-standing garage on one (1) other lot adjacent to said owner's lot containing the single-family dwelling. Any such permitted garage must be at least a two (2) car garage and have minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet. Said garage must match the appearance and overall scheme of the single-family dwelling located on the adjacent lot, and the style and appearance of the garage must be approved in writing by the Woodland Park Estate Homeowners Association prior to construction.
- Square footage of all dwellings shall not be less than:
  - 1,300 square feet on a ranch, excluding porches, garages and basements. Dwellings must have an attached two (2) car garage minimum, with minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet.
  - 1,500 square feet on a one and one-half (1 ½) or two (2) story, excluding porches, garages and basements. Dwellings must have an attached two (2) car garage minimum, with minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet.
- 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, with the exception of any garage on an adjacent lot permitted by Section 1 hereof, shall be allowed for storage.
- No building materials shall be stored outside of 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 with in 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 with in 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 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 4½ feet in height. No chain link fence 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.

18. 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.

19. 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 boundary of, or within, 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. The Woodland Park Estates Homeowners Association has installed stone columns and light poles and fixtures on certain lots within the Woodland Park Estate development. Said items are the property of the Woodland Park Estate Homeowners Association. The Woodland Park Estate Homeowners Association shall be responsible for maintaining, repairing and replacing all of such stone columns and light poles and fixtures.

20. 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.

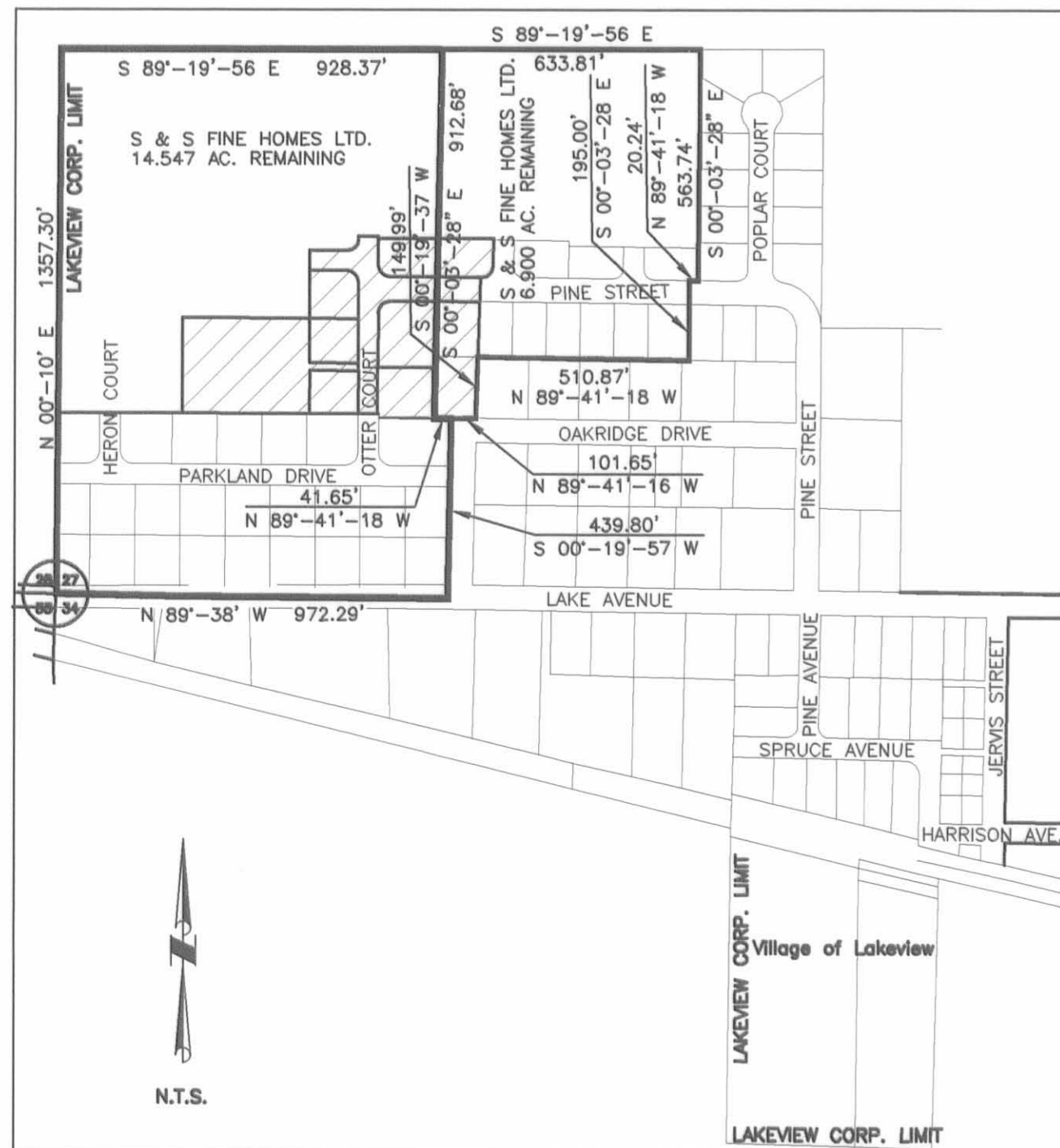
21. These covenants and restrictions are for the benefit of: (i) all lot owners in all phases of the Woodland Park Estates development, whether such phase was created before or is created after this phase, (ii) the Woodland Park Estates Homeowners Association, an Ohio nonprofit corporation, and (iii) 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. Enforcements 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.

22. Invalidity 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. These covenants and restrictions may be changed by the affirmative vote of owners owning at least seventy-five percent (75%) of the lots in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase. For the purpose of voting under this Section 23, each lot in all phases of Woodland Park Estates will have one (1) vote, without regard to the number of owners owning an interest in any single lot. Notwithstanding the foregoing provisions, for so long as S & S Fine Homes, Ltd. is the owner of any lot in any phase of Woodland Park Estates, any change to these covenants and restrictions must be approved by S & S Fine Homes, Ltd. in order for said change to be effective. Any such change(s) shall not take effect until a written amendment, containing such change(s) and signed by the owners of the requisite percentage of lots (and S & S Fine Homes, Ltd., as applicable), 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. 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. Notwithstanding the foregoing provisions, as long as S&S Fine Homes, Ltd. owns any lot(s) in any phase of Woodland Park Estates, for assessment and dues purposes only, S&S Fine Homes, Ltd. shall be treated and assessed as owning only one (1) lot, regardless of the actual number of lots actually owned by S&S Fine Homes, Ltd. at any given point in time.

25. All mailboxes, light posts and fixtures, and columns proposed for construction and/or installation by lot owners shall be consistent with the style and external design of mailboxes, light posts and fixtures, and columns located throughout the Woodland Park Estates development, and the proposed location, design and materials for said items must be approved in writing by the Woodland Park Estates Homeowners Association prior to construction and/or installation of same by a lot owner. After approval, construction and/or installation of same, all such mailboxes, light posts and fixtures, and columns must be maintained in good condition and repair by the lot owner. Any repairs and/or replacements of such items shall utilize materials that are approved in writing by the Woodland Park Estates Homeowners Association.

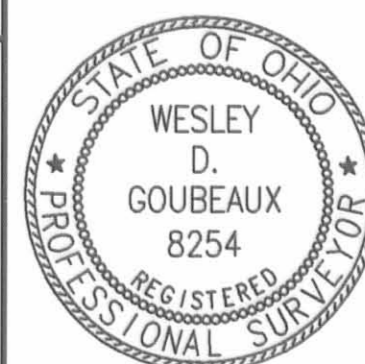


## OVERLAY MAP

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  
WESLEY D. GOUBEAUX, P.S. #8254

02-11-2008  
DATE



CHOICE ONE ENGINEERING  
440 E. HOEWISHER ROAD  
SIDNEY, OHIO 45365

(937) 497-0200  
FAX (937) 497-0300  
www.choiceoneengineering.com

WOODLAND PARK ESTATES - PHASE 3  
VILLAGE OF LAKEVIEW  
WOODLAND PARK ESTATES - PHASE 3 FINAL PLAT

REVISIONS:  
02-14-2008

FILE NAME  
LOGLAK0702FIN3

DRAWN BY  
JMK

CHECKED BY  
WDG

PROJECT No.  
LOGLAK0702

DATE  
02-11-2008

SHEET NUMBER  
2 OF 2

J-319