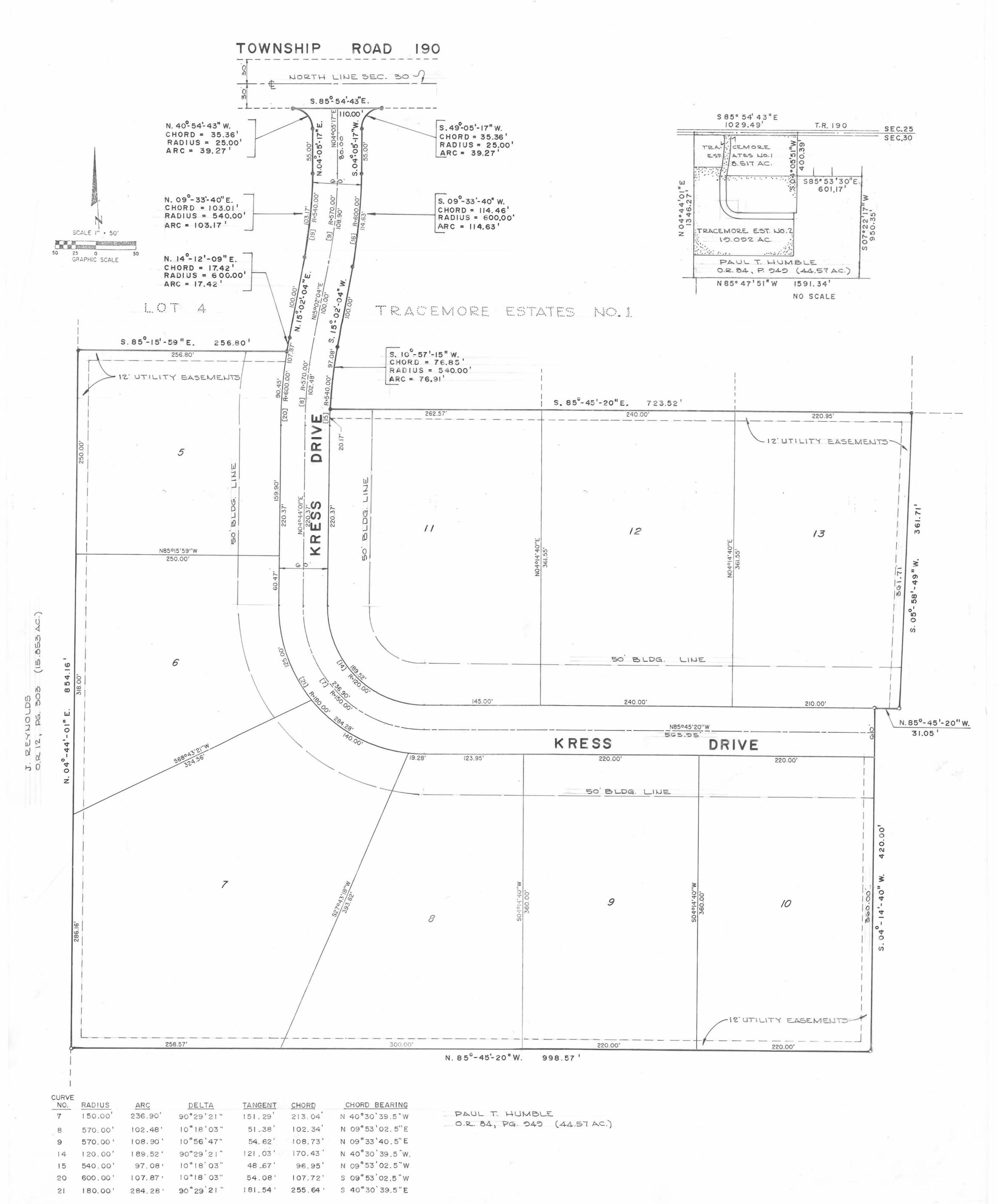
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 30, T-5, R-13, LIBERTY TWP., LOGAN COUNTY, OHIO



BEING A PART OF THE NORTHWEST QUARTER OF SECTION 30, T-5, R-13, LIBERTY TWP., LOGAN COUNTY, OHIO

METES AND BOUNDS DESCRIPTION

Commencing at a concrete monument at the southwest corner of Tracemore Estates No. 1, also being the southwest corner of Lot 4 of said Tracemore Estates No. 1.

THENCE S.85°15'59"E. a distance of 256.80 feet to a concrete monument found;

THENCE with said curve to the right, having a radius of 600.00 feet, an arc length of 17.42 feet, a central angle of 01°39'50", a chord of 17.42 feet, and a chord bearing of N.14°12'09"E. to a concrete monument found;

THENCE N.15°02'04"E. a distance of 100.00 feet to a concrete monument at the beginning of a curve to the left;

THENCE with said curve to the left, having a radius of 540.00 feet, an arc length of 103.17 feet, a central angle of 10°56'47" a chord of 103.01 feet, a chord bearing of N.09°33'40"E. to a concrete monument found;

THENCE N.04°05'17"E. a distance of 55.00 feet to a concrete monument at the beginning of a curve to the left;

THENCE with said curve to the left, having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90° 00'00" a chord of 35.36 feet, and a chord bearing of N.40°54'43"W. to a concrete monument found;

THENCE S.85°54'43"E. a distance of 110.00 feet to a concrete monument at the beginning of a curve to the left;

THENCE with said curve to the left, having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", a chord of 35.36 feet, and a chord bearing of S.49°05'17"W. to a concrete monument found;

THENCE S.04°05'17"W. a distance of 55.00 feet to a concrete monument at the beginning of a curve to the right;

THENCE with said curve to the right, having a radius of 600.00 feet, an arc length of 114.63 feet, a central angle of 10°56'47", a chord of 114.46 feet and a chord bearing of S.09°33'40"W. to a concrete monument found;

THENCE S.15°02'04"W. a distance of 100.00 feet to a concrete monument at the beginning of a curve to the left.

THENCE with said curve to the left, having a radius of 540.00 feet, an arc length of 76.91 feet, a central angle of 08°09'38", a chord of 76.85 feet and a chord bearing of S.10°57'15"W. to a concrete monument found;

THENCE S.85°45'20"E. a distance of 723.52 feet to a concrete monument found;

THENCE S.05°58'49"W. a distance of 361.71 feet to a concrete monument to be set;

THENCE N.85°45'20"W. a distance of 31.05 feet to a concrete monument

THENCE S.04°14'40"W. a distance of 420,00 feet to a concrete monument to be set;

THENCE N.85°45'20"W. a distance of 998.57 feet to a concrete monument to be set on the east line of the said J. Reynolds 15.853 acretract;

THENCE N.04°44'01"E. a distance of 854.16 feet along the east line of the said J. Reynolds tract to the point of beginning.

Containing 19.092 acres more or less.

to be set;

Basis for bearings: Centerline of Township Road 190 (S.85°54'43"E.).

SURVEYOR'S CERTIFICATE

The accompanying plat represents a subdivision of land in Section 30, T-5, R-13, between The Miami Rivers Survey, Liberty Township, Logan County, Ohio.

The tract has an area of 1.952 acres in streets and 17.140 acres in lots making a total of 19.092 acres.

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

I hereby certify that the accompanying plat is a correct representation of Tracemore Estates No. 2 as surveyed and that all monuments and iron pins as shown hereon have been set or will be set as part of work that surety is posted for.

Concrete monuments are set at points shown thus: O

Concrete monuments found: •

5/8 iron bars are set at all lot corners

Leslie H. Geeslin, P.S. #5248

7/30/90 Date

Leslie H. Geeslin 130 S. Sandusky Street Rushsylvania, Ohio 43347



D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS that Paul T. Humble and Lois J. Humble proprietors of the land indicated on the accompanying plat has authorized the platting thereof and do hereby dedicate the streets to the Public use forever.

Tem Rosingarten
Paul 7. / Limble
Paul T. Humble

Lois J. Lumble

Lois J. Humble

STATE OF OHIO
COUNTY OF LOGAN

Before me a Notary Public in and for said County personally came Paul T. Humble and Lois J. Humble who acknowledged 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 27th day of gruy, 1990.

By Dusan Lines
Notary Public
My Commission Expires april 27, 1993

SUBDIVIDER OF PLAT:

P. Terrance Humble, Etal. 501 West Baird West Liberty, Ohio 43357

Plat pre-approval ACH 7-31-90

Plat checked ACH 8-31-90

The within streets and easements are hereby approved and accepted for public maintenance by resolution no. 383-90 recorded in Logan County Commissioners Journal on this the 23-0 day of Acgust, 1990.

Demand County Commissioners

Logan County Commissioners

Reviewed this 13th day of August 1990 Chester R. Kurty P.E. P.S.

Approved this 7th day of August 1990 Chester R. Kurty P.E. P.S.

Logan County Engineer

Approved this 13th day of August 1990

Approved this 13th day of August 1990

Transferred this 11 day of September 1990

Transferred this 11th day of September 1990

Recorded this 11th day of September 1990 at 2:21 P.m.

Recorded this 11th day of September 1990 in Plat Cabinet A

Slide 723A+8

Tass August Collins

Logan County Recorder

3 3

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 30, T-5, R-13, LIBERTY TWP., LOGAN COUNTY, OHIO

RESTRICTIONS
TRACEMORE ESTATES
ARTICLE I

(A) LAND USE: All of said lots in TRACEMORE ESTATES 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 unless the building is in strict conformity with the residence architecture, the size exceeds 400 square feet, the size does not exceed 1200 square feet, and a majority of the lot owners at the time of application and prior to construction sign a letter of consent to a form outlining the above requirements and noting the exact location of the building on the lot. The word, architecture, in the preceeding sentence refers to all aspects of appearance such as exterior treatment, roof slope, and landscaping.

(B) <u>HEIGHT RESTRICTIONS</u>: No bulding 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 TRACEMORE ESTATES.
- (E) <u>BUILDING STANDARDS</u>: All homes constructed on lots in TRACEMORE ESTATES shall meet and conform to the following requirements:
 - (1) A minimum living space of 1,800 square feet except lot 18 which may have a minimum living space of 1,600 square feet.
 - (2) Two car attached garages comprising a minimum of 550 square feet.
 - (3) Exterior materials of stone, brick, cedar, redwood, other solid natural woods, stucco or a form therof, or combinations thereof.
 - (4) Minimum roof pitches, 5 units vertical to 12 units 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.
 - (7) Brick must be manufactured by Belden or Glen-Gery.
- architectural guidelines and standards for the development of all said lots within TRACEMORE ESTATES, each owner of a lot shall be required to submit (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 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 therof 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 TRACEMORE ESTATES 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. No homes of unusual appearance in style to the area shall be permitted such as "dome" homes, buried homes, or A-frame structures.

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 TRACEMORE ESTATES, 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.

BUILDING LOCATION; FENCES: Unless an exception is approved by Grantor, the front of all homes constructed in TRACEMORE ESTATES 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 or nearer to the rear property line than thirty feet. 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 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 entranceway, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of any 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 theron. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulations.

No chain link fencing or common agricultural fencing shall be permitted in the subdivision.

- (H) 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.
- (I) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building shall be placed upon any lot for storage without the express written consent of Grantor.
- any kind shall be raised, bred, or kept on any lot excepts 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 suc 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 or on a restraining leash or electric restraint and owners shall take all steps to insure the same.
- (K) 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 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. All developed lots with or without residences shall be maintained by the owner of said lots by mowing no fewer than two times each year, not later than June 14 and September 1.
- (L) <u>VEHICLES NOT IN USE</u>: 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.
- (M) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of TRACEMORE ESTATES 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 commerical vehicle shall be parked or stored on any lot unless it is in a garage or other permanent vehicle 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 commerical vehicle on the premises for a period not to exceed 72 hours in any period of thirty (30) days.

(0) <u>SIGNS</u>: 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.

- (P) ANTENNAS: Radio-antennas, including satellite dishes larger than 2 meters, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or lot. Satellite dishes not exceeding 2 meters in diameter and shielded from all public right-of-way sight by a wood fence are acceptable.
- (Q) ENTRANCE WALLS, SUBDIVISION IDENTIFICATION SIGNS, EARTHMOUNDS AND LANDSCAPING: The walls, subdivison identification signs, earthmounds and landscaping placed on lots 3 and 4 shall not be removed or changed and shall be maintained in good condition by the Association.
- (R) 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.
- (S) EXPOSED BLOCK: No buildings or structures within the subdivision may have more than two (2) courses of exposed block.
- (T) LANDSCAPING: The following minimum landscaping standards shall apply:
 - (i) Front yards must be sodded or seeded within 60 days of occupancy unless occupied later than October 15 and before January 1 which will grant an extension until April 15, except around trees where mulching shall be permitted;
 - (ii) In the front yards, there must exist at least (2) shade or ornamental trees with minimum calipher of two inches (2").

(U) DRIVES: All drives and parking areas must be surfaced with either minimum 4" thick concrete or minimum 3" thick asphalt.

- (W) <u>FUEL TANKS</u>: No fuel tank for any purpose shall be permitted above ground. Buried tanks must conform to safety requirements as mandated by local, state, and federal authorities if applicable.
- (X) <u>SWIMMING POOLS</u>: Swimming pools, exterior hot tubs, etc. are permitted but must be shielded from view from the public roadway. Local zoning regulations may provide further restrictions.
- 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 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.

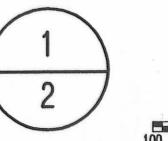
For the purposes of determining each owner's share and also for the purpose of determining the number of votes that each owner has in the Owners Association, said share and voting shall be determined on a unit basis.

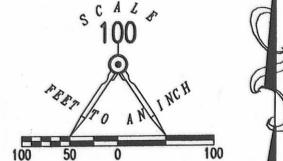
ARTICLE II

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 setforth herein.

ARTICLE III

- (A) These restrictions shall run with the land and shall be binding upon all parties until 2017, after which 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.





 5/8 INCH IRON ROD TO BE SET CONCRETE MONUMENT TO BE SET O 5/8 INCH IRON ROD FOUND ⊕ 6" WOOD POST FOUND O 2" IRON PIPE FOUND 3/4 INCH IRON ROD FOUND TELEPHONE PEDESTAL FOUND © ELECTRIC TRANSFORMER FOUND DELTA ANGL ARC LENGTH 91°25'12 181.60 289.76 19°34'29 254.82 14°10'26 03°23'20 490.00

15.853 ACRES O.R. 12, PG. 303 CHORD LENGTH CHORD BEARING S 50°02'33" W 259.98 N 84°09'38" W S 86°28'02" W 120.91 169.47

S 86°36'30" F

12' UTILITY EASEMENT (TYP)

LOT 32

1.127 ACRES

--- 240.03'-- 0.26'\chi

N 85°09'12" W SEE

DETAIL "E" NOT TO SCALE

N 85°48'22" W

LOT 2

DETAIL "A"

-TRACEMORE-LANE-(60'

DETAIL "C"

LOT 3

DETAIL "E"

NOTES:

THESE EASEMENT AREAS.

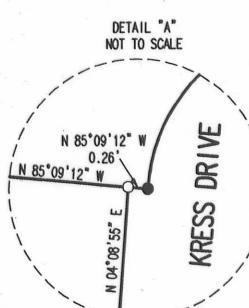
WITHIN ANY UTILITY EASEMENT.

JEFFREY L. REYNOLDS

S 83°46'00" W N 87°27'03" W 119.78 S 49°13'20" W 90°02'39 188.25 32°35'5 179.78 N 20°29'58" E 39°49'3 179.78' 124.97 N 56°42'43" E 17°37'1 179.78 N 85°26'05" I 55.29 17°33'53 430.00' N 85°27'44" E 107.03 N 86°28'02" E 314.82 107.56 19°34'29 91°46'28' 121.60' 194.77 174.61 DETAIL "B" NOT TO SCALE JEFFREY L. REYNOLDS 2.15 ACRES VOL. 405, PG. 771

NOT TO SCALE N 05°48'45" S 86°36'30" E _ 0.29°

S 86°36'30" E





SECTION 30, TOWN 5, RANGE 13, LIBERTY TOWNSHIP, LOGAN COUNTY, OHIO

TRACEMORE ESTATES NO. 2 PLAT CABINET A. SLIDES 723A & B. 725A

-12' UTILITY EASEMENT (TYP.) LOT 31 .241 ACRES 20.84 (0.760 ACRE) (0.763 ACRE)

(0.602 ACRE) (0.762 ACRE)

24° DRAINAGE

N 03°46'24" E

LOT 5

- EASEMENT

LOT 4

IN ADDITION TO OTHER EASEMENTS SHOWN OR NOTED, AN EXCLUSIVE

SURFACE OR BURIED UTILITIES OF ANY KIND MAY BE PLACED WITHIN

ERECTION, CONSTRUCTION, MAINTENANCE, REPAIR, AND INSTALLATION

OF ANY OR ALL UTILITIES, BOTH PUBLIC AND PRIVATE FOR USE WITHIN THE TRACEMORE ESTATES SUBDIVISION. IT SHALL BE LAWFUL FOR ANY SUCH UTILITY, PUBLIC OR PRIVATE, OR ITS EMPLOYEES OR

REPRESENTATIVES OR ANYONE ACTING FOR ANY SUCH UTILITY TO ENTER

UPON SAID EASEMENT OR RIGHT-OF-WAY AT ANY TIME FOR THE PURPOSE OF CARRYING OUT THE OBJECTIVES FOR WHICH SUCH EASEMENTS OR RIGHTS-

OF-WAY WERE RESERVED. NO STRUCTURES OR PLANTINGS ARE PERMITTED

ANY IMPROVEMENTS WHICH ARE PART OF THE DRAINAGE SYSTEM USED FOR

SUBSURFACE TILE AND CURTAIN DRAIN OUTLETS, MAY BE LOCATED ON OR

EXCEPT AS SHOWN TO BE MORE RESTRICTIVE, BUILDING SETBACK DISTANCES

THIS PLAT CONSISTS OF TWO (2) PAGES, AND BOTH PAGES MUST BE USED FOR A COMPLETE REPRESENTATION OF THIS SUBDIVISION.

BY GRAPHIC PLOTTING ONLY, THE AREA SHOWN HEREON IS IN FLOOD ZONE

". AREA OF MINIMAL FLOODING PER THE FLOOD INSURANCE RATE MAP

PANEL NUMBER 390772 0185 C, DATED MAY 15, 1985. NO FIELD SURVEY

OPERATE SUCH DRAINAGE SYSTEM, INCLUDING WITHOUT LIMITATION,

WITHIN ANY UTILITY EASEMENTS INDICATED ON THIS PLAT.

WAS PERFORMED TO DETERMINE THIS ZONE.

SHALL CONFORM TO LIBERTY TOWNSHIP ZONING REGULATIONS.

THE DETENTION AND TRANSPORT OF SURFACE AND STORM WATERS FROM THE TRACEMORE ESTATES SUBDIVISION, OR WHICH ARE NECESSARY TO SUPPORT AND

TWO FEET DIAMETER EASEMENT IS RESERVED AT ALL PROPERTY CORNERS AND POINTS OF CURVATURE FOR MONUMENTATION. NO

THE UTILITY EASEMENTS INDICATED ON THIS PLAT ARE FOR THE

50' BUILDING SETBACK LINE

S 85°45'20" KRESS DRIVE - (60' 230.00 LOT 20 LOT 21

1.179 ACRES _____230.00'_____ -----247.87'----

(0.389 ACRF)

LOT 10

EASEMENT

(0.759 ACRE)

(0.392 ACRE)

N 85°50'37" W 1130.

(BASIS FOR BEARINGS)

LOT 6

TRACEMORE OAKS ALLOTMENT PLAT CABINET A, SLIDES 595-597

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN SECTION 30, TOWN 5, RANGE 13, LIBERTY TOWNSHIP, LOGAN COUNTY, OHIO.

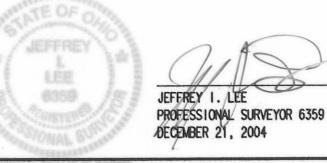
SURVEYOR'S CERTIFICATION

LOT 7

THE TRACT HAS A TOTAL AREA OF 19.949 ACRES OF WHICH 2.418 ACRES ARE IN THE STREET RIGHT-OF-WAY, LEAVING A NET AREA OF 17.531 ACRES IN BUILDING LOTS.

ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS ON CURVES ARE ARC DISTANCES.

I HEREBY STATE THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF TRACEMORE ESTATES NO. 4 AS SURVEYED IN DECEMBER 21, 2004, AND THAT ALL MONUMENTS AS SHOWN HEREON HAVE BEEN FOUND, SET OR WILL BE SET UPON COMPLETION OF CONSTRUCTION AT A TIME AS DIRECTED BY THE PROPRIETOR.



DEVELOPER PAUL T. HUMBLE AND LOIS J. HUMBLE 514 TRACEMORE LANE WEST LIBERTY, OHIO 43357

LOT 16

DETAIL "D"

S 85°51'48" F

.436 ACRES

(0.468 ACRE)

(0.968 ACRE)

TRACEMORE ESTATES NO. 3

N 04°12'01" E

(0.832 ACRE)

(0.363 ACRE)

LOT 23

PLAT CABINET B. SLIDES 28B & 29A

LOT 24

1.731 ACRES

_____246.67'_____

LOT 8

24' DRAINAGE

- EASEMENT

DEDICATION

THEIR APPROVAL AND ACCEPTANCE OF THIS PLAT. WE WILL DIRECT THE SURVEYOR TO PLACE THE

PRINTED NAME LORI OLDIGES

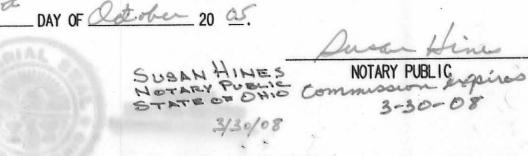
PRINTED NAME BUFFY CAYOT

PAUL T. HUMBLE

STATE OF OHIO COUNTY OF LOGAN SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR THE SAID COUNTY PERSONALLY CAME PAUL T. HUMBLE AND LOIS J. HUMBLE, 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



PLAT PRE-APPROVED

THOMAS A. WHITE

14.57 ACRES

VOL. 374, PG. 752

S 85°51'48" E

NOT TO SCALE

LOIS J. HUMBLE

17.78 ACRES

O.R. 21, PG. 921

LOT 9

REVIEWED THIS 17 DAY OF October 2005

CHAIRMAN LABERTY TOWNSHIP TRUSTEES

THE SIGNATURE OF THE LOGAN COUNTY HEALTH COMMISSIONER APPROVING THIS PLAT SHALL IN NO WAY INDICATE, INFER OR BE CONSTRUED TO MEAN THAT INDIVIDUAL SEWAGE TREATMENT SYSTEMS ARE OR HAVE BEEN APPROVED FOR ANY LOT. EACH LOT OWNER SHALL BE REQUIRED TO OBTAIN APPROVAL OF THE LOGAN COUNTY GENERAL HEALTH DISTRICT IN ORDER FOR A SEWAGE TREATMENT SYSTEM TO BE CONSTRUCTED AND OPERATED ON SUCH OWNER'S LOT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, AND THE RULES AND REGULATIONS PROMULGATED BY OR APPLICABLE TO THE LOGAN COUNTY GENERAL HEALTH DISTRICT.

APPROVED THIS 19 DAY OF Ochber, 2005.

LOGAN COUNTY HEALTH DEPARTMENT

9-13-05

THE WITHIN STREETS ARE HEREBY APPROVED AND ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION NO. 434-05 RECORDED IN THE LOGAN COUNTY COMMISSIONERS' JOURNAL

ON THIS 20th DAY OF October, 20 05.

APPROVED THIS 13 DAY OF OCH., 2005

APPROVED THIS 20th DAY OF Oddac, 20.05

Veser LOGAN COUNTY COMMISSIONERS

TRANSFERRED THIS 27th DAY OF October. 2005.

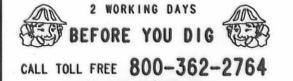
AUDITOR, LOGAN COUNTY, OHIO

FILED FOR RECORD THIS 27 DAY OF October, 20 05 AT 12:39M.DM. RECORDED THIS 21 DAY OF Oct. , 20 05, IN PLAT CABINET B, SLIDE 100 A

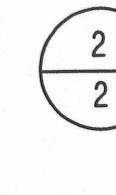
> Dirida Glarison RECORDER, LOGAN COUNTY, OHIO

> > COPYRIGHT 2004 BY: LEE SURVEYING & MAPPING CO., INC. 17 North Madriver Street BELLEFONTAINE, OHIO 43311 (937) 593-7335

KSR D413 3959124

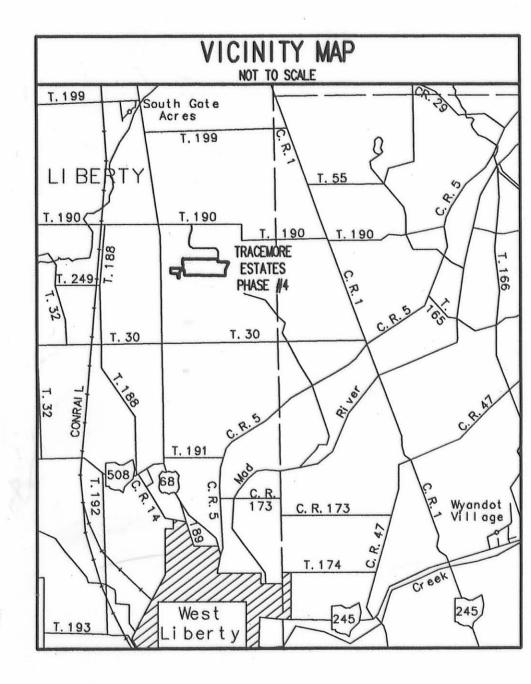


SECTION 30, TOWN 5, RANGE 13, LIBERTY TOWNSHIP, LOGAN COUNTY, OHIO





THIS PLAT CONSISTS OF TWO (2) PAGES, AND BOTH PAGES MUST BE USED FOR A COMPLETE REPRESENTATION OF THIS SUBDIVISION.



OVERLAY MAP (PER OHIO REVISED CODE 711.02(B) 200 S 85°55'00" 1029,49 TRACEMORE ESTATES NO. PLAT CABINET A, SLIDES 717A-717B S 85°53'47" F JEFFREY L. REYNOLDS 12 13 15.853 ACRES O.R. 12, PG. 303 TRACEMORE ESTATES NO. 3 PLAT CABINET B, SLIDES 28B & 29A THOMAS A. WHITE 14.57 ACRES VOL. 374, PG. 752 TRACEMORE ESTATES NO. 2 PLAT CABINET A, SLIDES 723A & B, 725A 18 PAUL T. HUMBLE AND LOIS J. HUMBLE! 44.57 ACRES JEFFREY L. REYNOLDS LOIS J. HUMBLE O.R. 84, PG. 949 N 85°48'08" W 1591.34" 2.15 ACRES 0.325 ACRE N 05°03'54" E VOL. 405, PG. 771 TRACEMORE ESTATES NO. O.R. 664, PG, 460 144.41' ---S 86°04'29" F N 83°38'26" W 427.23' RADIUS = 121.60 51.67 S 50°07'52" W> PAUL T. HUMBLE AMD 174.61 / LOIS J. HUMBLE / 17.78 ACRES O.R. 21, PG. 921 RADIUS = 180.00° 283.00 S 23°23'06" E LOIS J. HUMBLE N 84°38'42" W 5 N 85°45'20" W 166.96 0.103 ACRE -1455.00 N 04°14'40" E O.R. 664, PG. 460 S 04°14'40" W 60.00 N 85°45'20" N 13.00 -TRACEMORE-LANE-(60') N 04°14'40" E RADIUS = 50.00' TRACEMORE OAKS ALLOTMENT 19.84 S 55°00'33" W PLAT CABINET A. SLIDES 595-597 77.46

DESCRIPTION

LYING IN SECTION 30, TOWN 5, RANGE 13, LIBERTY TOWNSHIP, LOGAN COUNTY, OHIO.

BEING OUT OF THE PAUL T. HUMBLE AND LOIS J. HUMBLE ORIGINAL 17.78 ACRE TRACT AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 21, PAGE 921 AND ALL OF THE REMAINDER OF THE ORIGINAL 44.57 ACRE TRACT AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 84, PAGE 949 OF THE LOGAN COUNTY RECORDS OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACEMORE ESTATES NO. 2 (PLAT CABINET A, SLIDES 723A & B, 725A).

THENCE, WITH THE SOUTH LINE OF TRACEMORE ESTATES NO. 2 AND THE SOUTH LINE OF TRACEMORE ESTATES NO. 3 (PLAT CABINET B, SLIDES 28B & 29A), S 85°-47'-58"E, A DISTANCE OF 1218.17 FEET TO A 5/8 INCH IRON

THENCE, WITH THE LINES OF TRACEMORE ESTATES NO. 3, THE FOLLOWING TWO COURSES:

S 4°-12'-01"W, A DISTANCE OF 100.15 FEET TO A 5/8 INCH IRON ROD FOUND.

S 85°-51'-48"E, A DISTANCE OF 374.94 FEET TO A 24" OAK TREE FOUND. PASSING 5/8 INCH IRON RODS FOUND AT 60.00 FEET AND 372.33 FEET.

THENCE, WITH THE WEST LINE OF THE THOMAS A. WHITE 14.57 ACRE TRACT (VOL. 374, PG. 752), S 6°-23'-15"W, A DISTANCE OF 64.80 FEET TO A 3/4 INCH IRON ROD FOUND.

THENCE, S 32°-04'-25"W, A DISTANCE OF 238.56 FEET TO A 5/8 INCH IRON ROD FOUND.

THENCE, S 4°-06'-37"W, A DISTANCE OF 179.92 FEET TO A 5/8 INCH IRON ROD FOUND.

THENCE, WITH THE LINES OF TRACEMORE OAKS ALLOTMENT (PLAT CABINET A, SLIDES 595-597), THE FOLLOWING ELEVEN COURSES:

N 85°-50'-37"W, A DISTANCE OF 1130.16 FEET TO A 5/8-INCH IRON ROD

N 3°-46'-24"E. A DISTANCE OF 12.81 FEET TO A 5/8 INCH IRON ROD FOUND.

N 85°-48'-22"W, A DISTANCE OF 282.91 FEET TO AN ELECTRIC TRANSFORMER FOUND, PASSING 5/8 INCH IRON RODS SET AT 51.85 FEET AND 278.91 FEET.

N 4°-07'-29"E. A DISTANCE OF 169.66 FEET TO A 5/8 INCH IRON ROD FOUND, PASSING A 5/8 INCH IRON ROD SET AT 4.00 FEET.

N 83°-44'-44"W. A DISTANCE OF 51.58 FEET TO A 5/8 INCH IRON ROD SET.

WITH A CURVE TO THE LEFT. HAVING A CENTRAL ANGLE OF 91°-46'-28", A RADIUS OF 121.60 FEET. AN ARC LENGTH OF 194.77 FEET, A CHORD BEARING OF S 50°-02'-21"W. A CHORD DISTANCE OF 174.61 FEET TO A 5/8 INCH IRON

S 4"-09'-23"W, A DISTANCE OF 156.16 FEET TO A 5/8 INCH IRON ROD SET.

N 84°-15'-48"W, A DISTANCE OF 60.26 FEET TO A 5/8 INCH IRON ROD FOUND.

N 4°-08'-55"E. A DISTANCE OF 155.07 FEET TO A 5/8 INCH IRON ROD FOUND.

N 85°-09'-12"W, A DISTANCE OF 240.03 FEET TO A 5/8 INCH IRON ROD

N 4°-14'-17"E. A DISTANCE OF 172.67 FEET TO A TELEPHONE PEDESTAL FOUND, PASSING A 5/8 INCH IRON ROD SET AT 170.67 FEET.

THENCE, WITH THE LINES OF THE JEFFREY L. REYNOLDS 2.15 ACRE TRACT (VOL. 405, PG. 771), THE FOLLOWING THREE COURSES:

S 86°-36'-30"E. A DISTANCE OF 426.73 FEET TO A 6" WOOD POST FOUND,

PASSING A 5/8 INCH IRON ROD SET AT 2.00 FEET.

N 5°-48'-45"E, A DISTANCE OF 143.40 FEET TO A 6" WOOD POST FOUND. N 81°-16'-28"W, A DISTANCE OF 20.84 FEET TO A 2 INCH IRON PIPE FOUND.

THENCE, WITH THE EAST LINE OF THE JEFFREY L. REYNOLDS ORIGINAL 15.853 ACRE TRACT (O.R. 12, PG. 303), N 4°-33'-10"E, A DISTANCE OF 166.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,949 ACRES.

THE BASIS FOR BEARINGS IS THE NORTH LINE OF TRACEMORE OAKS ALLOTMENT, BEING N 85°-50'-37"W. AND ALL OTHER BEARINGS ARE FROM ANGLES AND DISTANCES MEASURED IN A FIELD SURVEY BY LEE SURVEYING AND MAPPING CO., INC. ON DECEMBER 21, 2004.

BEFORE YOU DIG 2 WORKING DAYS CALL TOLL FREE 800-362-2764 ONIO UTILITIES PROTECTION SERVICE.

COVENANTS AND RESTRICTIONS

ARTICLE I

(A) LAND USE: All of said lots in TRACEMORE ESTATES NO. 4 shall be used for single family residential purpose only. All garages shall be attached to the residence building and no unattached permanent structures of any type or other out-buildings shall be constructed or erected on any lot unless the building is in general conformity with the residence architecture, the size exceeds 400 square feet, the size does not exceed 1200 square feet. The word, architecture, in the preceding sentence refers to all aspects of appearance such as exterior treatment, roof slope, and

(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 the 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,

(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

(E) BUILDING STANDARDS: All homes constructed on lots in TRACEMORE ESTATES NO. 4 shall meet and conform to the following requirements:

A minimum living space of 1,800 square feet except for Lot #14 which may have a minimum living space of 1,600

Two car attached garages comprising a minimum of 550 square feet. Exterior material of stone, brick, cedar, redwood, other solid natural woods, stucco, vinyl siding up to 50% of exterior, or a form thereof, or combinations thereof.

Minimum roof pitches, 5 units vertical to 12 units horizontal.

Mandatory use of architectural or "dimensional" shingles. Mandatory use of earth tones and muted colors on painted surfaces with the exception of architectural accents.

PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within TRACEMORE ESTATES NO. 4, each owner of a lot shall be required to submit (2) sets of preliminary 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 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 of his agents, heirs, successors, or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within ten (10) 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.

Each lot owner further acknowledges that in considering plans and specifications submitted. Grantor will take into consideration plans and specifications already approved or the process of being reviewed for approval of proposed improvements on adjacent lots and the effect upon the neighboring properties and the overall development of TRACEMORE ESTATES NO. 4. As a general principal, 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 the proposed plans and specifications. No homes of unusual appearance in style to the area shall be permitted such as "dome" homes, buried homes, or A-frame

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way after 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 TRACEMORE ESTATES NO. 4, 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 a public utility company is responsible.

(G) BUILDING LOCATION; FENCES: Unless an exception is approved by Grantor, no building shall be located on any lot negrer to a side street than the minimum building setback lines shown on the recorded plat or negrer to the rear property line than thirty feet. 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 four (4) feet in height located on or adjacent to entrance platforms or steps. This provision (G) shall 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 entranceway, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable, or grains of any variety shall be grown on such portions of said lots for commercial sale. 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. No restriction is placed on the planting and tending of private gardens for personal use in rear yard. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

No chain link fencing or common agricultural fencing shall be permitted in the subdivision.

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.

TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building shall be placed upon any lot for storage without the express written consent of Grantor.

(J) 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 that are less than three month of age. All animals must be restrained on the owner's lot or on a restraining leash or electric restraint and owners shall take all steps to insure the same.

(K) 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 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. All developed lots with or without residences shall be maintained by the owner of said lots by mowing no fewer than two times each year, not later than June 14 and September 1.

(L) 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.

HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of TRACEMORE ESTATES NO. 4 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

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 permanent vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring 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)

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.

ANTENNAS: Radio antennas, including satellite dishes larger than 2 meters, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or lot. Satellite dishes not exceeding 2 meters in diameter are acceptable.

the easement area. Easement areas are for all public utilities. The easement is for the use of the public utility companies for the installation of those utilities.

(Q) EASEMENT: No permanant structures or plantings, etc., shall be permitted within

GRADING AND DRAINAGE: No construction, grading or other improvements shall be (R) 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.

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

(T) LANDSCAPING: The following minimum landscaping standards shall apply.

Front yards must be sodded or seeded within one year of occupancy. In the front yards, there must exist at least (2) shades of ornamental trees with minimum caliper of two inches (2").

(U) DRIVES: All drives and parking areas must be surfaced with either a minimum 4 inch thick concrete or a minimum 3 inch thick asphalt

(V) BLANK

(W) FUEL TANKS: No fuel tank for any purpose shall be permitted above ground. Buried tanks must conform to safety requirements as mandated by local, state, and federal authorities if applicable.

(X) SWIMMING POOLS: Swimming pools, exterior hot tubs, etc. are permitted but must have restricted access and view from the public roadway. Local zoning regulations may provide further restrictions.

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

> COPYRIGHT 2004 BY: LEE SURVEYING & MAPPING CO., INC. 117 North Madriver Street BELLEFONTAINE, OHIO 43311 (937) 593-7335 KSR D413

3959124

117 N. Madriver Street - Bellefontaine, OH 43311 (937) 593-7335 · www.dlz.com

Project #2021-2063.00

- 58 INCH x 30 INCH IRON REBAR SET (I.D. CAP STAMPED "DLZ OHIO INC.")
 - (M) = MEASURED DISTANCE
 - (R) = RECORD DISTANCE

BETWEEN THE MIAMI RIVERS SURVEY LIBERTY TOWNSHIP LOGAN COUNTY, OHIO

DRAWN BY:	DESCRIPTION	REV. NO.	DATE
DAN			6/11/2020

INDEXED ON MAP