

REC'D 8-29-05 SUM OK

Lee Surveying and Mapping Co., Inc.

Land Surveys • Topography • Subdivisions • Construction Layout

117 N. Madriver St.
Bellefontaine OH 43311



Phone: (937) 593-7335
Fax: (937) 593-7444

1975 - 2005 - 30 YEARS OF EXCELLENCE
50 FEET WIDE STRIP

Lying in Section 30, Town 5, Range 13, Liberty Township, Logan County, Ohio.

Being a 50 feet wide strip off of the entire south end of Lot # 5 of Tracemore Estates No. 2,
Plat Cabinet A, Slides 723A & B, 725A

Containing 0.287 acre.



ORIGINAL STAMP IN GREEN

Description prepared by:

Jeffrey I. Lee
Professional Surveyor 6359
August 25, 2005

L-3959085A

INDEXED ON MAP
80401D

REV'D 8-29-05

REV'D 8-29-05

JEFFREY L. REYNOLDS AND CONSTANCE J. REYNOLDS
15.853 ACRE TRACT
O.R. 12, PG. 303

BASIS FOR BEARINGS
N 04°44'01" E

50.00'

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

S 85°16'13" E
250.10'

(0.287 ACRE)

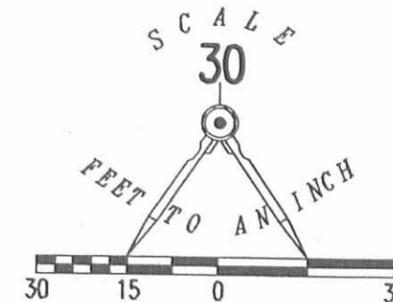
LOT # 5
LOT # 6

250.10'
N 85°16'13" W

50.00'

S 04°44'01" W

KRESS DRIVE (60 FEET WIDE)



LEGEND

● 5/8 INCH IRON ROD SET

A SURVEY OF
A 50' WIDE STRIP OUT OF LOT 5
TRACEMORE ESTATES No. 2
PLAT CABINET A, SLIDES 723A & B, 725A
SECTION 30, TOWN 5, RANGE 13
LIBERTY TOWNSHIP
LOGAN COUNTY, OHIO



ORIGINAL STAMP IN GREEN

SURVEYED BY:

Jeffrey I. Lee
 JEFFREY I. LEE
 PROFESSIONAL SURVEYOR 6359
 AUGUST 24, 2005

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LEE SURVEYING & MAPPING CO., INC.
 117 North Madriver Street
 BELLEFONTAINE, OHIO 43311
 (937) 593-7335

ADW D0805 3959085A L-3959085A-3

2 WORKING DAYS

BEFORE YOU DIG

CALL TOLL FREE **800-362-2764**

OHIO UTILITIES PROTECTION SERVICE.

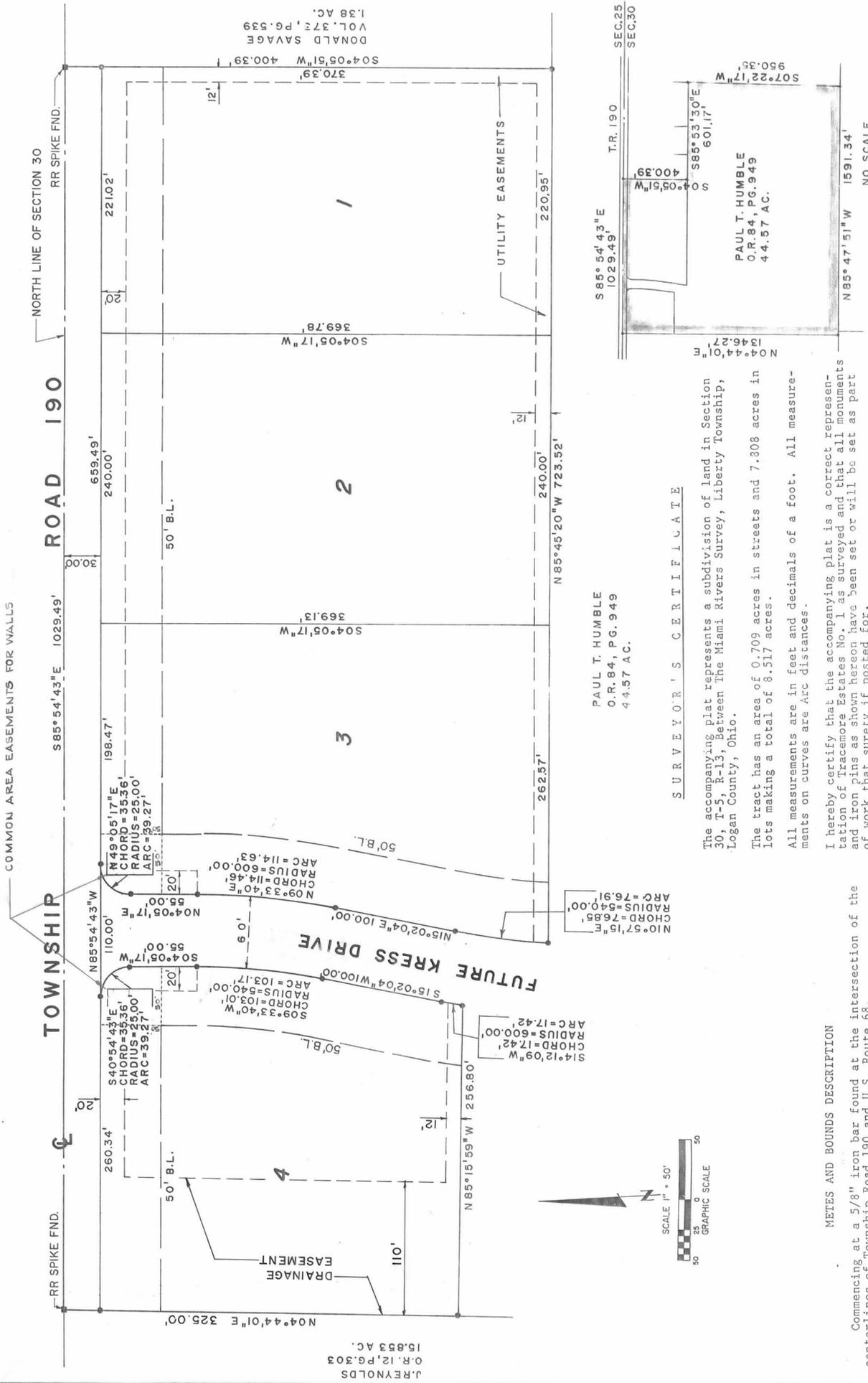
INDEXED ON MAP

80401P



TRACEMORE ESTATES NO. 1

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 5/8" iron bar found at the intersection of the centerlines of Township Road 190 and U.S. Route 68.

THENCE easterly a distance of 715.97 feet along the said centerline of Township Road 190 to a railroad spike found being the northeast corner of the J. Reynolds 15.853 acre tract (O.R. 12, Page 303), said railroad spike being the true point of beginning for this description;

THENCE S.85°54'43"E, a distance of 1029.49 feet along the said centerline of Township Road 190 (also the north line of Section 30) to a railroad spike found being the northwest corner of the Donald Savage 1.38 acre tract (Volume 373, Page 539);

THENCE S.04°05'51"W, a distance of 400.39 feet along the west line of the said Donald Savage tract to a concrete monument set at a railroad spike found at 0.39 feet and a concrete monument set at 30.00 feet;

THENCE N.85°45'20"W, a distance of 723.52 feet to a concrete monument set at the beginning of a curve to the right;

THENCE with said curve to the right, 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 N.10°57'15"E, to a concrete monument set;

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

THENCE with said curve to the left, 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 N.09°33'40" E, to a concrete monument set;

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

THENCE with said curve to the right, 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.49°05'17"E, to a concrete monument set;

THENCE N.85°54'43"W, a distance of 110.00 feet to a concrete monument set at the beginning of a curve to the right;

THENCE with said curve to the right, 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.40°54'43"E, to a concrete monument set;

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

THENCE with said curve to the right, 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 S.09°33'40"W, to a concrete monument set;

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

THENCE with said curve to the left, 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 S.14°12'09"W, to a concrete monument set;

THENCE N.85°15'59"W, a distance of 256.80 feet to a concrete monument set on the east line of the said J. Reynolds 15.853 acre tract;

THENCE N.04°44'01"E, a distance of 295.00 feet along the east line of the said J. Reynolds tract to the point of beginning, passing a concrete monument set at 265.00 feet;

Containing 8.517 acres more or less.

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

SUBDIVIDER OF PLAT: F. Terrance Humble, Etal.
501 West Baird
West Liberty, Ohio 43357



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 0.709 acres in streets and 7.308 acres in lots making a total of 8.517 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. 1 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 if posted for.

Concrete monuments are set at points shown thus: ●

5/8 iron bars are set at all lot corners.

PAUL T. HUMBLE
O.R. 84, PG. 949
4.4.57 AC.



Leslie H. Geeslin
5-25-90
Date

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

DEDICATION

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.

Paul T. Humble
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 24th day of May, 1990.

By: Judith L. Shore
Notary Public
Marilyn L. Clark
My Commission Expires June 30, 1991

PLAT PRE-APPROVAL
Description checked JCH 5-25-90
Date June 13 6-7-90

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

APPROVALS

Reviewed this 4th day of June 1990
Chairman, Township Trustees
Joe G. Miller

Approved this 24th day of May 1990
Logan County Engineer
Chester R. Kurty, P.E.

Approved this 1st day of June 1990
Logan County Health Dept.
William J. Vukobratovic

Approved this 30th day of May 1990
Chairman, Bellefontaine City Planning Commission
Joseph D. Hark

Transferred this 8th day of June 1990
Logan County Auditor
Jean Kenna

Filed for Record this 8th day of June 1990 at 4:11 P.M.
Recorded this 8th day of June 1990 in Plat Cabinet A
Slide 717A + B.

Caroline Collins
Logan County Recorder

TRACEMORE ESTATES NO. 1

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 preceding sentence refers to all aspects of appearance such as exterior treatment, roof slope, and landscaping.

(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 TRACEMORE ESTATES.

(E) BUILDING STANDARDS: 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 thereof, 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-Gary.

(F) PLAN APPROVAL: For the purpose of maintaining specific 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, setbacks and conformance with the grading and drainage plan.

Each owner covenants that no excavations shall be made, no building shall be erected and no materials shall be stored upon the premises by said owner or his agents, heirs, successors, or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within one (1) year following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby 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 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 or public utility company is responsible.

(G) 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 statutory 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 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 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.

(J) ANIMALS: No animals, birds, insects, livestock, or poultry of 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 six 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) 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.

(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 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 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.

(O) SIGNS: No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than 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, subdivision 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 caliper 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) 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 be shielded from view from the public roadway. Local zoning regulations may provide further restrictions.

(Y) OWNERS ASSOCIATION LIEN: Each owner of lots in this 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 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 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 court order shall in no way affect any of the other provisions which remain in full force and effect.

TRACEMORE ESTATES NO. 3

BEING A PART OF THE NORTHWEST
QUARTER OF SECTION 30, T-5, R-13
LIBERTY TWP, LOGAN COUNTY, OHIO
11.730 AC. - MARCH, 1998

Plat Cab. B Slide 280

1
2

—LEGEND—

- △ 5/8" Iron Bar set
- ▲ 5/8" Iron Bar found
- Concrete Monument set
- Concrete Monument found

OWNER/DEVELOPER
PAUL T. HUMBLE ETAL
501 WEST BAIRD
WEST LIBERTY, OHIO 43357

—DEDICATION—

Know all men by these presents that Paul T. Humble and Lois J. Humble, owners of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate the street and easements to the Public use forever. *See Deed Restrictions for easement use.

Janis Stonebaugh *Paul T. Humble*
Maria Riley *Lois J. Humble*
Witnesses Owners

STATE OF OHIO
COUNTY OF LOGAN
Before me a Notary Public in and for said County personally came
Paul T. Humble & 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 8th day of April, 1998.

By *Susan Hines*
Notary Public



—APPROVAL—

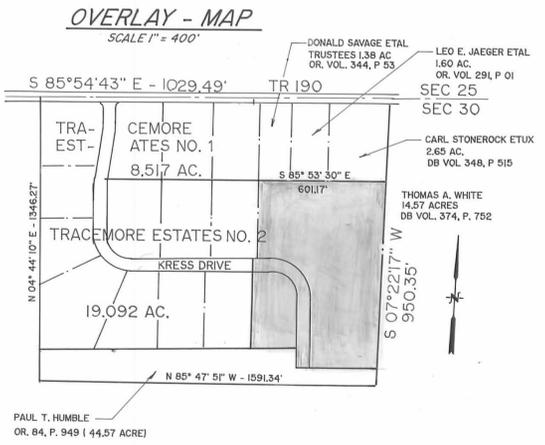
Plat pre-approval *Jan C. Hines* 4-16-98
Plat check *Jan C. Hines* 4-16-98
The within streets and easements are hereby approved and accepted
for public maintenance by resolution no. _____ recorded in Logan
County Commissioners Journal _____ on this the _____ day of
_____, 1998.
George W. Clayton
John F. Baylis
Russell Smyth
Logan County Commissioners
Reviewed this 18th day of April, 1998 *David L. Turner*
Chairman, Township Trustees
Approved this 9th day of April, 1998 *James K. Co*
Logan County Engineer
Approved this 20th day of April, 1998 *William C. Vukobratovic*
Logan County Health Dept.
Transferred this 19th day of April, 1998 *Michael G. Godwin*
Auditor, Logan County, Ohio
Recorded in Plat Cabinet B, Slide 280-280A
Received for Record at 1:45 O'Clock P.m. this day of April 20, 1998
Carolyn Collins
Recorder, Logan County, Ohio
Approved this 9th day of April, 1998 *Carmen Scott*
Chairman, L.U.C. Planning Commission

—SURVEYOR'S CERTIFICATE—

The accompanying plat represents a subdivision of land in the northwest quarter of
Section 30, T-5, R-13, Liberty Township, Logan County, Ohio. The tract has an area
of 0.931 acres in streets and 0.799 acres in lots making a total of 11.730 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. 3 as surveyed on February 18, 1998.
All monuments and iron pins as shown hereon have been or will be set as part of
work that surety is posted for.

Leslie H. Geeslin 4/7/98
Date

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



—DESCRIPTION—

The following described real estate situated in the State of Ohio, County of Logan, Township of Liberty, being part of the northwest quarter of Section 30, Town 5, Range 13, M.R.S. and more particularly described as follows:

Beginning at a concrete monument found at the southwest corner of Donald Savage and Peg Savage, Trustees of the Savage Living Trust's 1.38 acre tract as described in O.R. Vol. 344 Page 53 and the northeast corner of Lot 13 of Tracemore Estates No. 2 as shown in Plat Cabinet "A" Slide 723.

Thence with the south line of said 1.38 acre tract, the south line of Leo E. Jaeger and Diana M. Jaeger's 1.60 acre tract as described in O.R. Vol. 291 Page 1 and south line of Carl Stonerock, et ux's 2.65 acre tract as described in D.B. Vol. 348 Page 515 S 85° 53' 30" E 601.17 feet to a concrete monument found in the west line of Thomas A. White's 14.57 acre tract as described in D.B. Vol. 374 Page 752.

Thence with said White's west line S 7°22'17" W 884.29 feet to a concrete monument set.

Thence N 85°45'20" W 374.94 feet to a concrete monument set, passing a 5/8 inch iron bar set at 314.94 feet.

Thence N 04°14'40" E 100.00 feet to a concrete monument set.

Thence N 85°45'20" W 220.00 feet to a 5/8 inch iron bar found at the south-east corner of Lot 10 of said Tracemore Estates No. 2.

Thence with the east line of said Lot 10 and said line projected N 04°14'40" E 420.00 feet to a concrete monument found in the south line of said Lot 13, passing a concrete monument found at 360.00 feet.

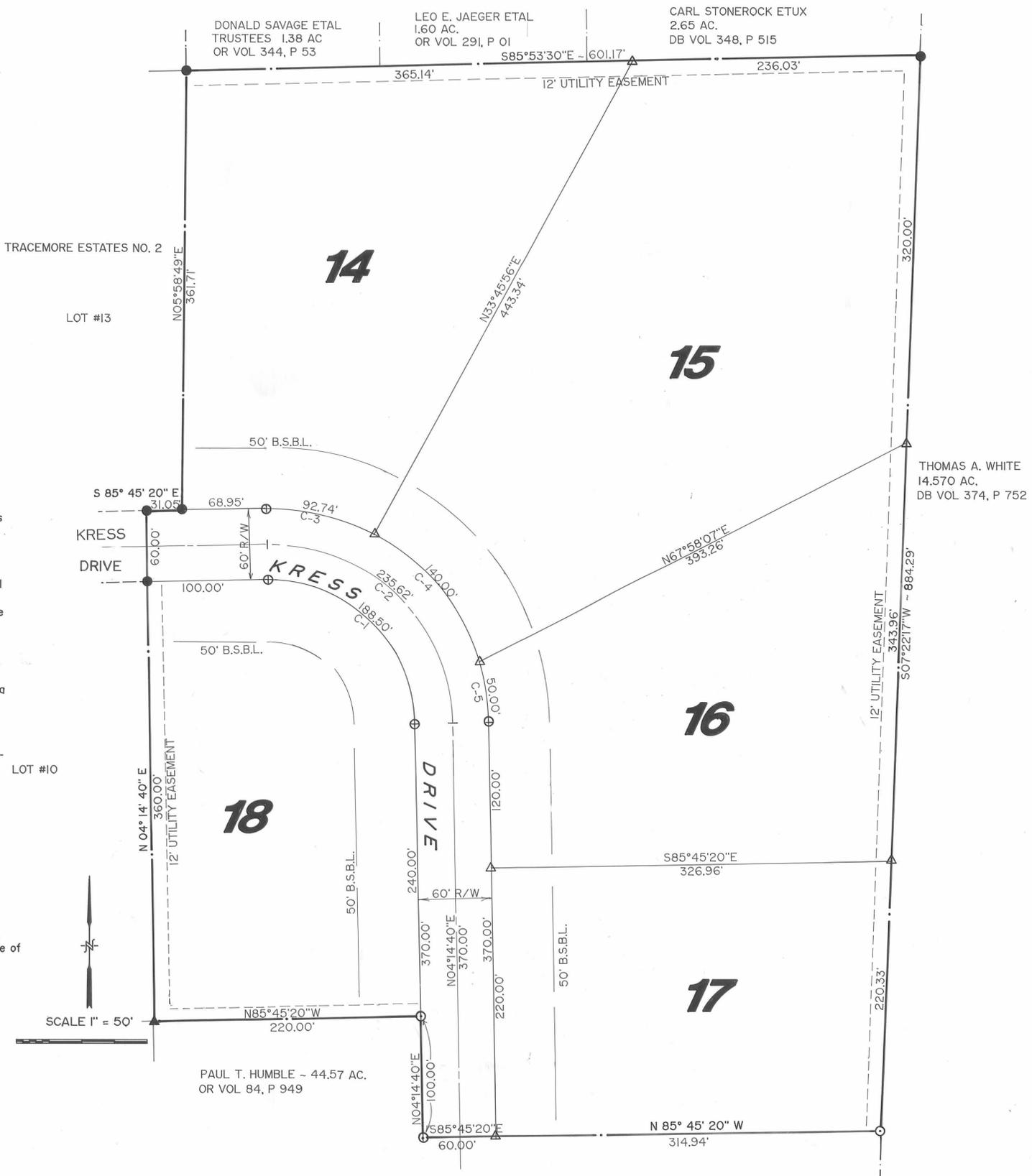
Thence with the south line of said Lot 13 S 85° 45' 20" E 31.05 feet to a concrete monument found.

Thence with the east line of said Lot 13 N 05° 58' 49" E 361.71 feet to the place of beginning.

Containing 11.730 acres more or less.
Being part of Paul T. Humble's 44.57 acre tract as described in O.R. 84, P 949. Bearings are based on an assumed bearing (S 85° 54' 43" E) for the center line of Township Road 190.

—CURVE DATA—

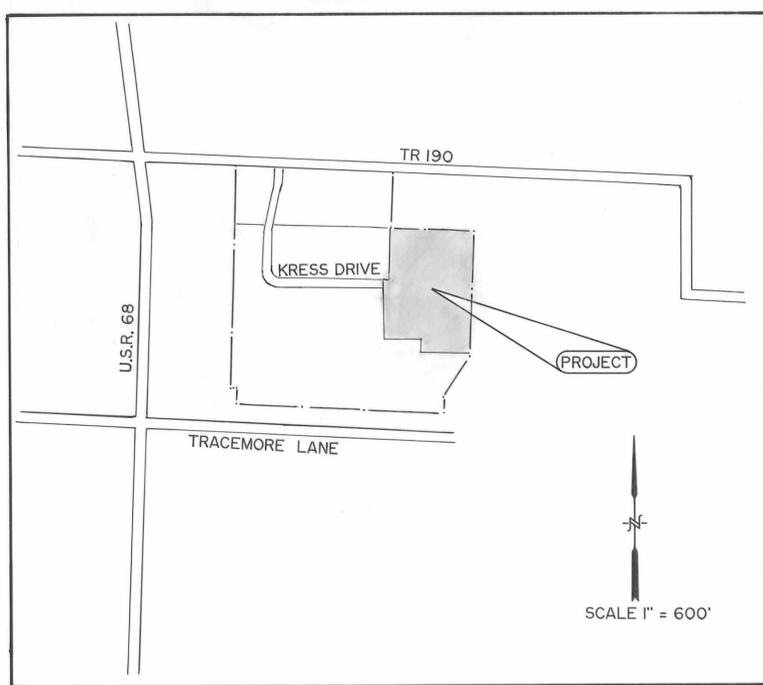
NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C-1	120.00'	188.50'	90°00'00"	120.00'	169.71'	S 40°45'21" E
C-2	150.00'	235.62'	90°00'00"	150.00'	212.13'	S 40°45'21" E
C-3	180.00'	92.74'	29°31'17"	47.43'	91.72'	S 70°59'42" E
C-4	180.00'	140.00'	44°33'48"	73.76'	136.50'	S 33°57'10" E
C-5	180.00'	50.00'	15°54'56"	25.16'	49.84'	S 03°42'49" E



SCALE 1" = 50'

PAUL T. HUMBLE - 44.57 AC.
OR VOL 84, P 949

VICINITY MAP



TRACEMORE ESTATES NO. 3

RESTRICTIONS

ARTICLE I

(A) **LAND USE:** All of said lots in TRACEMORE ESTATES SUBDIVISION 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 landscaping.

(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, 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) **BUILDING STANDARDS:** 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 for 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 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.
- (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.

(F) **PLAN APPROVAL:** For the purpose of maintaining specific 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 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 or 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. 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 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 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 or 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 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 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, 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 regulation.

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

(H) **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.

(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 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) **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.

(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 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 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.

(O) **SIGNS:** No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than 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 are acceptable.

(Q) **EASEMENT:** No permanent structures or plantings, etc., shall be permitted within the easement area. Easement area is for all public utilities. The easement is for the use of the public utility companies for the installation of those utilities.

(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 one year of occupancy.
 - (ii) 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" thick concrete or a minimum 3" thick asphalt.

(V) **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.

(W) **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.

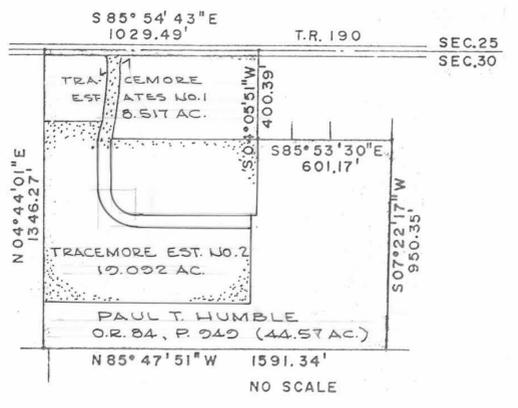
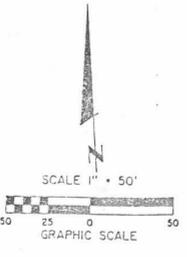
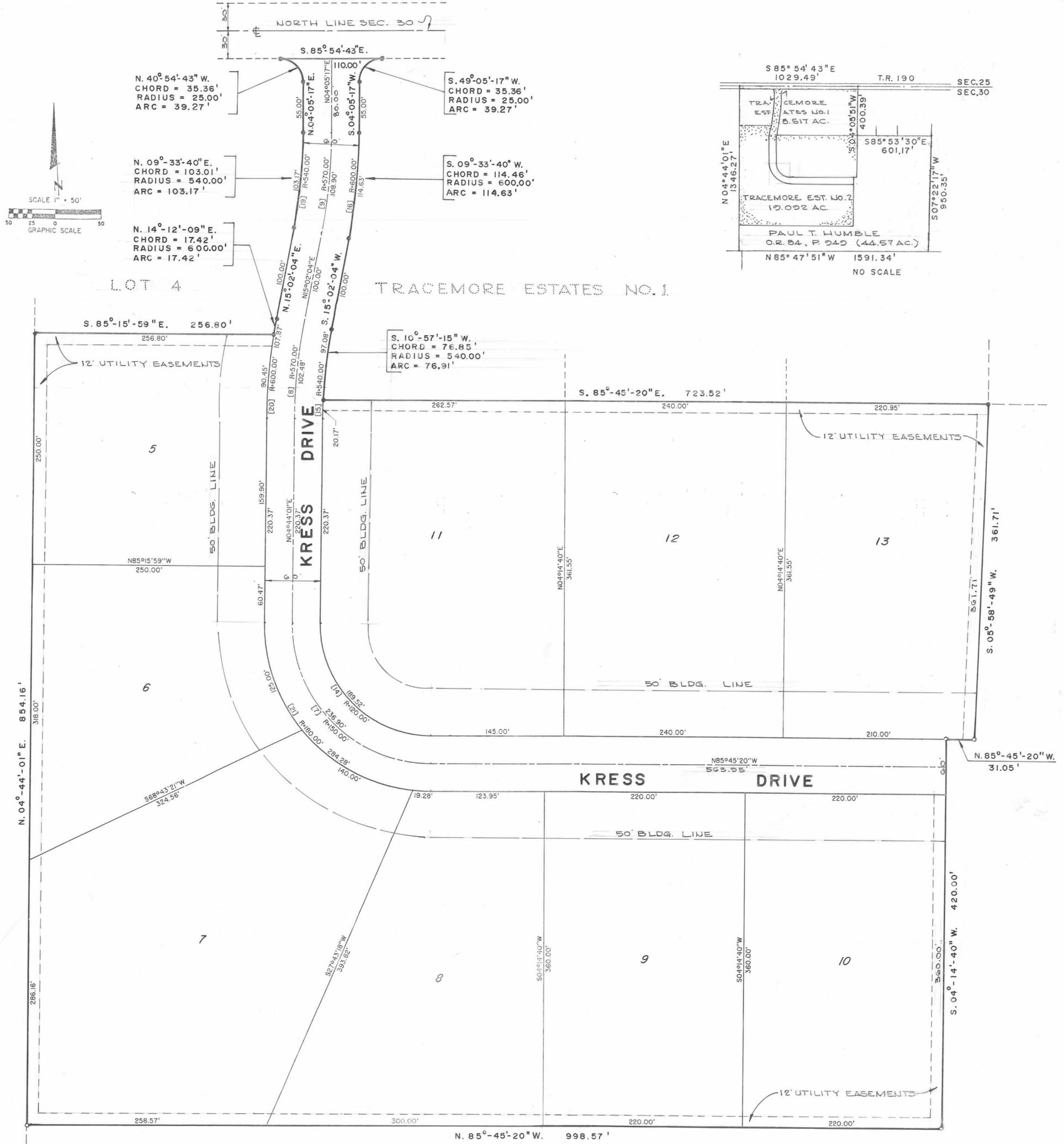
(B) Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.

(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.

TRACEMORE ESTATES NO. 2

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

TOWNSHIP ROAD 190



J. REYNOLDS
O.R. 12, PG. 303 (15.853 AC.)

CURVE NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
7	150.00'	236.90'	90°29'21"	151.29'	213.04'	N 40°30'39.5"W
8	570.00'	102.48'	10°18'03"	51.38'	102.34'	N 09°53'02.5"E
9	570.00'	108.90'	10°56'47"	54.62'	108.73'	N 09°33'40.5"E
14	120.00'	189.52'	90°29'21"	121.03'	170.43'	N 40°30'39.5"W
15	540.00'	97.08'	10°18'03"	48.67'	96.95'	N 09°53'02.5"W
20	600.00'	107.87'	10°18'03"	54.08'	107.72'	S 09°53'02.5"W
21	180.00'	284.28'	90°29'21"	181.54'	255.64'	S 40°30'39.5"E

PAUL T. HUMBLE
O.R. 84, PG. 949 (44.57 AC.)

TRACEMORE ESTATES NO. 2

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 ^{found} 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 ^{found} 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 ^{found} 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 ^{found} 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 ^{found} 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 ^{found} 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 to be set;

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 acre tract;

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.

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

DEDICATION

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.

Tom Rosenberger
Witnesses

Paul T. Humble
Paul T. Humble

Lois J. Humble
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 July, 1990.

By Susan Dines
Notary Public
My Commission Expires April 27, 1993

SUBDIVIDER OF PLAT: P. Terrance Humble, Etal.
501 West Baird
West Liberty, Ohio 43357

APPROVALS

Plat pre-approval GCH 7-31-90
Plat checked GCH 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 23rd day of August, 1990.

Donald C. Carwin
John A. Jeffery
Edward K. Con
Logan County Commissioners

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 7/30/90
Leslie H. Geeslin, P.S. #5248 Date

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



Reviewed this 13th day of August 1990 Joe G. Oelker
Chairman, Township Trustees

Approved this 7th day of August 1990 Chester R. Kurtz, P.E., P.S.
Logan County Engineer

Approved this 13th day of AUGUST 1990 John B. Hubbell, M.D.
Logan County Health Dept.

Approved this 13th day of August 1990 Joseph A. Weeks
Chairman, Bellefontaine City Planning Commission

Transferred this 11 day of September 1990 Jean Jones
Logan County Auditor

Filed for Record this 11th day of September 1990 at 2:21 P.M.

Recorded this 11th day of September 1990 in Plat Cabinet A
Slide 723A48
725A

Carolyn Collins
Logan County Recorder

TRACEMORE ESTATES NO. 2

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 preceding sentence refers to all aspects of appearance such as exterior treatment, roof slope, and landscaping.

(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 TRACEMORE ESTATES.

(E) BUILDING STANDARDS: 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 thereof, 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.

(F) PLAN APPROVAL: For the purpose of maintaining specific 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 or his agents, heirs, successors, or assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within one (1) year following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby 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 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 judgment 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.

(G) 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 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 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.

(J) ANIMALS: No animals, birds, insects, livestock, or poultry of 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 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 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.

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(O) SIGNS: No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than 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, EARTH-MOUNDS AND LANDSCAPING: The walls, subdivision 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 caliper 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) 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 be shielded from view from the public roadway. Local zoning regulations may provide further restrictions.

(Y) OWNERS ASSOCIATION LIEN: Each owner of lots in this 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 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.

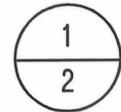
(B) Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.

(C) Invalidation of any one of these restrictions by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

TRACEMORE ESTATES NO. 4

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

Plat Cab B SLIDE 100A

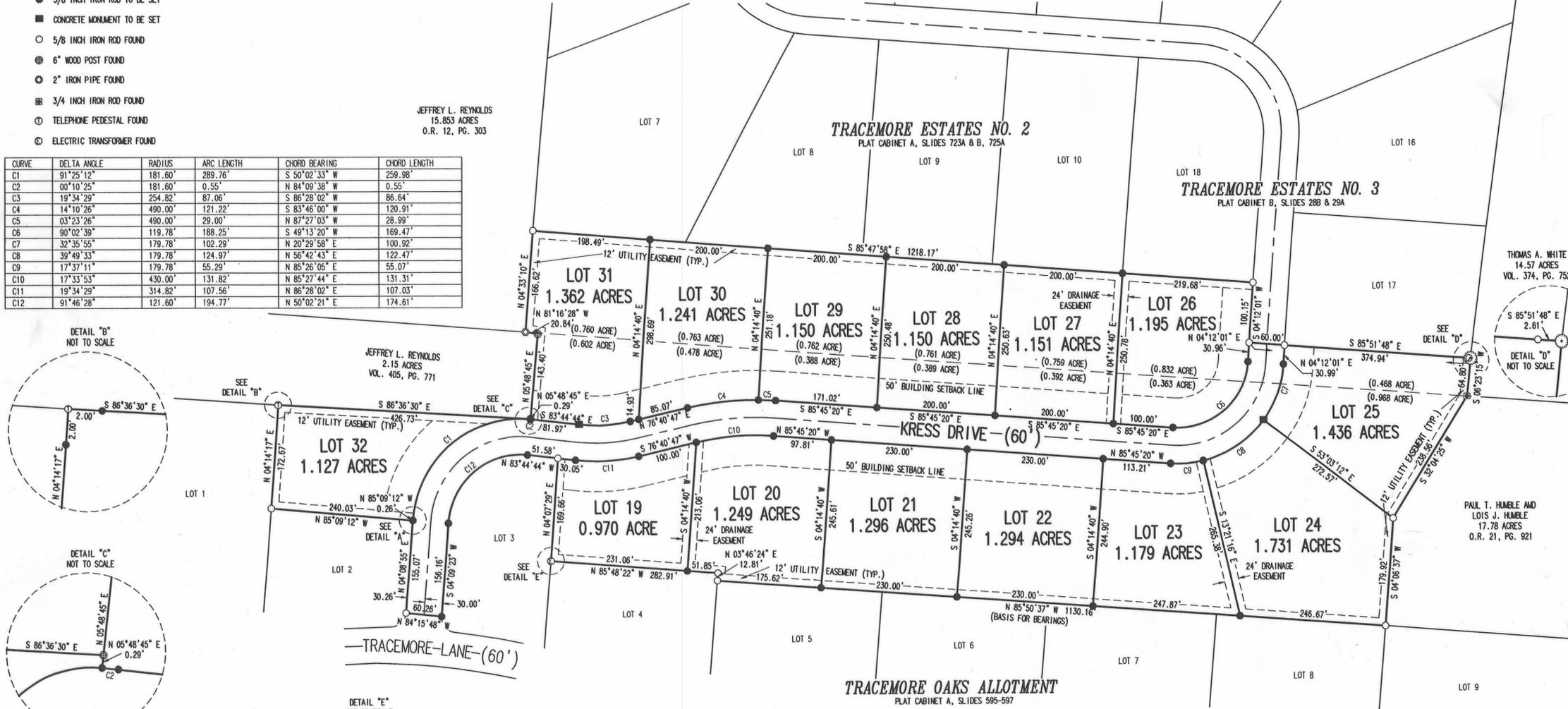
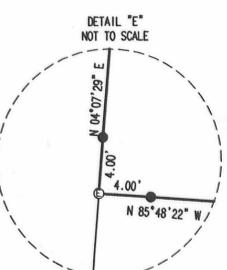
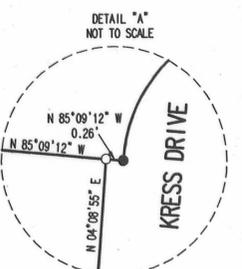
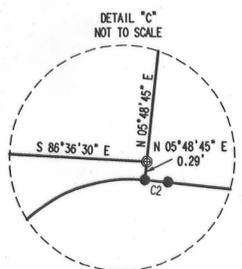
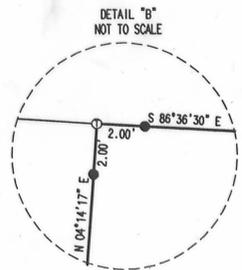


LEGEND:

- 5/8 INCH IRON ROD TO BE SET
- CONCRETE MONUMENT TO BE SET
- 5/8 INCH IRON ROD FOUND
- ⊙ 6" WOOD POST FOUND
- 2" IRON PIPE FOUND
- ⊙ 3/4 INCH IRON ROD FOUND
- ⊙ TELEPHONE PEDESTAL FOUND
- ⊙ ELECTRIC TRANSFORMER FOUND

JEFFREY L. REYNOLDS
15.853 ACRES
O.R. 12, PG. 303

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	91°25'12"	181.60'	289.76'	S 50°02'33" W	259.98'
C2	00°10'25"	181.60'	0.55'	N 84°09'38" W	0.55'
C3	19°34'29"	254.82'	87.06'	S 86°28'02" W	86.64'
C4	14°10'26"	490.00'	121.22'	S 83°46'00" W	120.91'
C5	03°23'26"	490.00'	29.00'	N 87°27'03" W	28.99'
C6	90°02'39"	119.78'	188.25'	S 49°13'20" W	169.47'
C7	32°35'55"	179.78'	102.29'	N 20°29'58" E	100.92'
C8	39°49'33"	179.78'	124.97'	N 56°42'43" E	122.47'
C9	17°37'11"	179.78'	55.29'	N 85°26'05" E	55.07'
C10	17°33'53"	430.00'	131.82'	N 85°27'44" E	131.31'
C11	19°34'29"	314.82'	107.56'	N 86°28'02" E	107.03'
C12	91°46'28"	121.60'	194.77'	N 50°02'21" E	174.61'



NOTES:

IN ADDITION TO OTHER EASEMENTS SHOWN OR NOTED, AN EXCLUSIVE TWO FEET DIAMETER EASEMENT IS RESERVED AT ALL PROPERTY CORNERS AND POINTS OF CURVATURE FOR MONUMENTATION. NO SURFACE OR BURIED UTILITIES OF ANY KIND MAY BE PLACED WITHIN THESE EASEMENT AREAS.

THE UTILITY EASEMENTS INDICATED ON THIS PLAT ARE FOR THE 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 WITHIN ANY UTILITY EASEMENT.

ANY IMPROVEMENTS WHICH ARE PART OF THE DRAINAGE SYSTEM USED FOR THE DETENTION AND TRANSPORT OF SURFACE AND STORM WATERS FROM THE TRACEMORE ESTATES SUBDIVISION, OR WHICH ARE NECESSARY TO SUPPORT AND OPERATE SUCH DRAINAGE SYSTEM, INCLUDING WITHOUT LIMITATION, SUBSURFACE TILE AND CURTAIN DRAIN OUTLETS, MAY BE LOCATED ON OR WITHIN ANY UTILITY EASEMENTS INDICATED ON THIS PLAT.

EXCEPT AS SHOWN TO BE MORE RESTRICTIVE, BUILDING SETBACK DISTANCES SHALL CONFORM TO LIBERTY TOWNSHIP ZONING REGULATIONS.

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 "C", AREA OF MINIMAL FLOODING PER THE FLOOD INSURANCE RATE MAP PANEL NUMBER 390772 0185 C, DATED MAY 15, 1985. NO FIELD SURVEY WAS PERFORMED TO DETERMINE THIS ZONE.

SURVEYOR'S CERTIFICATION

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

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 UP ON COMPLETION OF CONSTRUCTION AT A TIME AS DIRECTED BY THE PROPRIETOR.



JEFFREY L. REYNOLDS
PROFESSIONAL SURVEYOR 6359
DECEMBER 21, 2004

DEVELOPER

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

DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT ACCEPT THIS PLAT AND HEREBY DEDICATE TO THE PUBLIC FOR USE AS STREETS, ALL STREETS SHOWN THEREON AND FURTHER HEREBY TRANSFER FEE TITLE TO SAID STREET TO THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY UPON THEIR APPROVAL AND ACCEPTANCE OF THIS PLAT. WE WILL DIRECT THE SURVEYOR TO PLACE THE MONUMENTS SHOWN HEREON UPON COMPLETION OF THE CONSTRUCTION FOR WHICH SURETY IS POSTED.

WITNESSES:
SIGNATURE *Paul T. Humble*
PRINTED NAME PAUL T. HUMBLE
SIGNATURE *Lois J. Humble*
PRINTED NAME LOIS J. 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 12th DAY OF October 20 05.

Susan Hines
NOTARY PUBLIC
STATE OF OHIO
3-30-08

APPROVALS

PLAT PRE-APPROVED *Jan C. Hite* 9-13-05
PLAT CHECKED *Jan Hite* 10-27-05
REVIEWED THIS 17 DAY OF October, 20 05
APPROVED THIS 13 DAY OF Oct., 20 05
APPROVED THIS 19 DAY OF October, 20 05

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

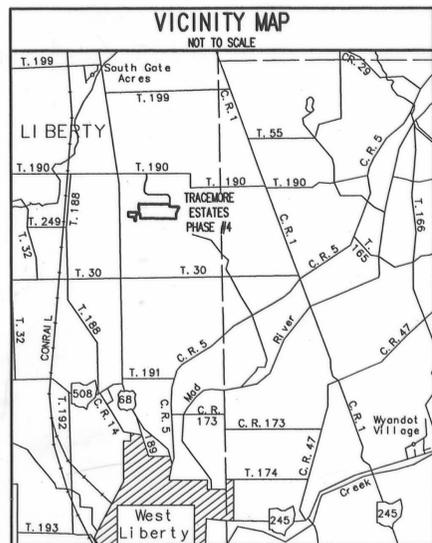
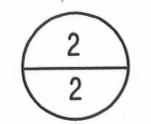
ON THIS 20th DAY OF October, 20 05.
APPROVED THIS 13 DAY OF Oct., 20 05
APPROVED THIS 20th DAY OF October, 20 05
TRANSFERRED THIS 1st DAY OF October, 20 05.
FILED FOR RECORD THIS 21 DAY OF October, 20 05 AT 12:30 pm.
RECORDED THIS 21 DAY OF Oct., 20 05, IN PLAT CABINET B, SLIDE 100A

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

2005-00-9164
COPYRIGHT 2004 BY:
LEE SURVEYING & MAPPING CO., INC.
117 North Medriver Street
BELLEFONTAINE, OHIO 43311
(937) 593-7335
KSR D413 3959124 L-3959-1

TRACEMORE ESTATES NO. 4

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



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 288 & 29A), S 85°-47'-58"E, A DISTANCE OF 1218.17 FEET TO A 5/8 INCH IRON ROD FOUND.

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 OWNS 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 FOUND.

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 ROD SET.

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 FOUND.

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 8°-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 OWNS 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.

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 landscaping.

(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, so as to create a new building 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 NO. 4.

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

- (1) A minimum living space of 1,800 square feet except for Lot #14 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 material of stone, brick, cedar, rewood, other solid natural woods, stucco, vinyl siding up to 50% of exterior, or a form thereof, 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.

(F) 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 or 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 judgment 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 structures.

Each lot owner further agrees that no free 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. 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 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 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 sign, identification or walls. Nothing herein contained, however, shall be construed as preventing the use of such portions 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 ornaments 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.

(H) 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.

(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 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.

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

(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.

(M) 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 sailboat repair.

(N) 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) days.

(O) SIGNS: No signs of any kind shall be displayed to the public view, on any lot, except one temporary sign of not more than 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 are acceptable.

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

(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 one year of occupancy.
(ii) 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.

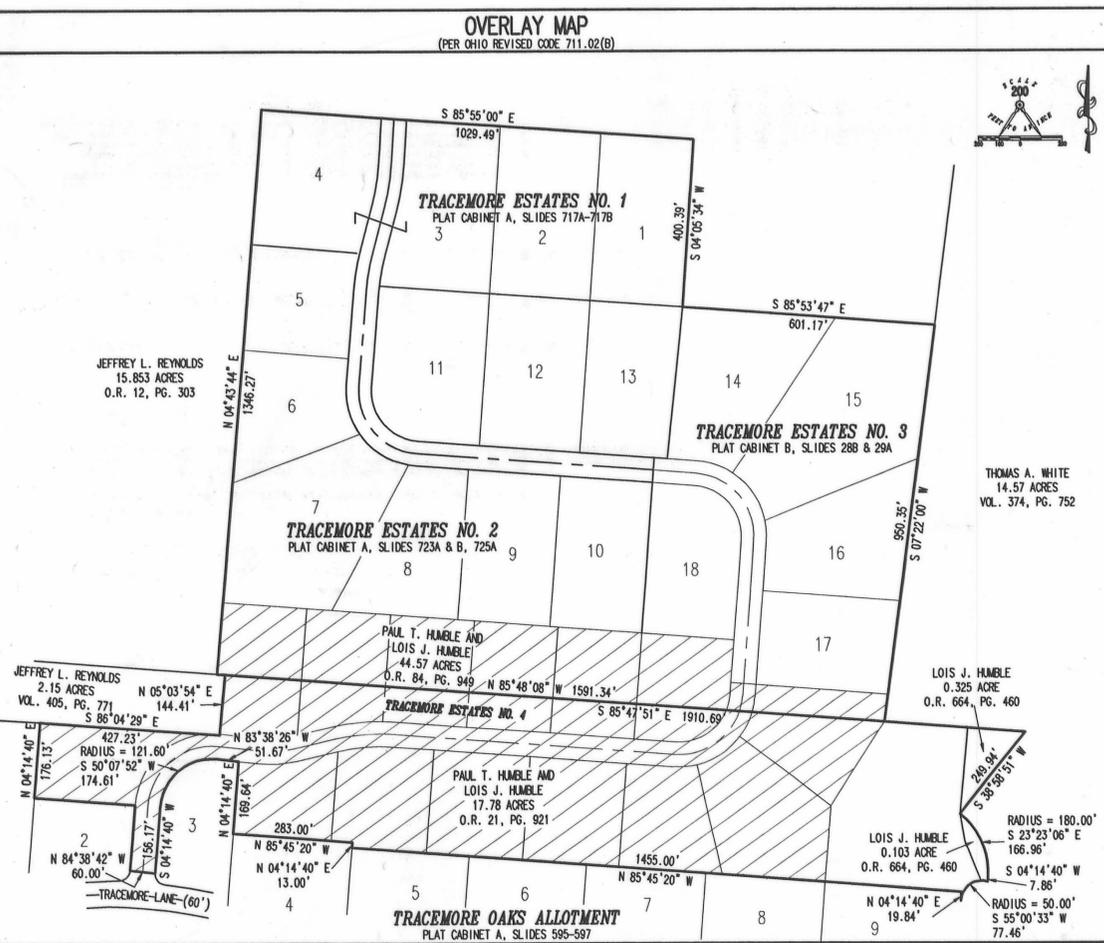
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(B) Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.

(C) Invalidation of any one of these restrictions by judgment of court shall in no way affect any of the other provisions which shall remain in full force and effect.

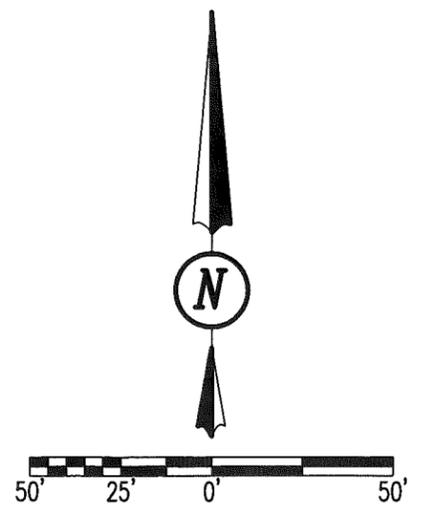
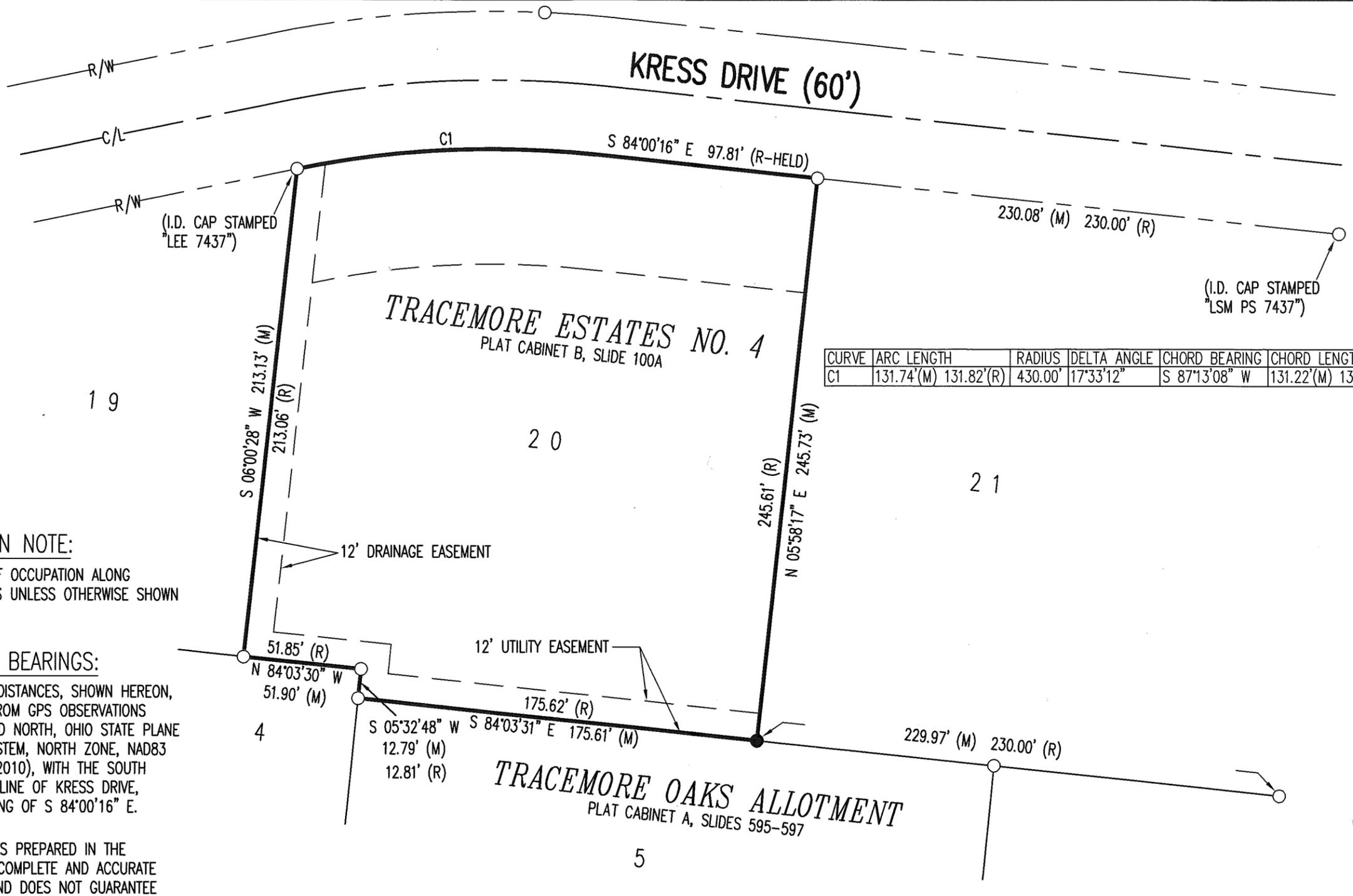


2 WORKING DAYS
BEFORE YOU DIG
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OHIO UTILITIES PROTECTION SERVICE

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(937) 593-7335
KSR D413 3959124 L-3959-1

6-16-2020

APPROVED

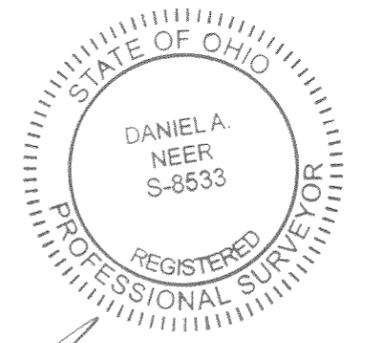


SCALE: 1" = 50'
DISTANCES SHOWN HEREON
ARE IN U.S. SURVEY FEET

OCCUPATION NOTE:
NO EVIDENCE OF OCCUPATION ALONG
BOUNDARY LINES UNLESS OTHERWISE SHOWN

BASIS FOR BEARINGS:
BEARINGS AND DISTANCES, SHOWN HEREON,
ARE DERIVED FROM GPS OBSERVATIONS
BASED ON GRID NORTH, OHIO STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD83
(2011, EPOCH 2010), WITH THE SOUTH
RIGHT-OF-WAY LINE OF KRESS DRIVE,
HAVING A BEARING OF S 84°00'16" E.

THIS SURVEY WAS PREPARED IN THE
ABSENCE OF A COMPLETE AND ACCURATE
TITLE SEARCH AND DOES NOT GUARANTEE
TITLE.



Daniel A. Neer
DANIEL A. NEER
PROFESSIONAL SURVEYOR NO. 8533
JUNE 9, 2020

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(937) 593-7335 • www.dlz.com
Project #2021-2063.00

LEGEND

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

RETRACEMENT SURVEY
SECTION 30, TOWN 5, RANGE 13
BETWEEN THE MIAMI RIVERS SURVEY
LIBERTY TOWNSHIP
LOGAN COUNTY, OHIO

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

INDEXED ON MAP
2040