

LAKE-MOOR VILLAGE

SECTION THREE

195A



PROTECTIVE COVENANTS:

- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.
- All sales or leases of lots in this village shall be made subject to such of the following restrictions as are applicable as to the use of the same.
- Said restrictions are made for the benefit of any and all persons who now may own property, or who may hereafter own property in Lake-Moor Village and such persons are specifically given the right to enforce these restrictions and reservations.
- Failure by the grantors, their heirs or assigns, or any landowner, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.
- No more than one single-family dwelling house and garage shall be erected on said premises. Provided, however, there may be erected behind the dwelling house one detached building of new material not to exceed ten feet by fourteen feet in dimension and not over one story in height, and such building along with the dwelling house shall be maintained in an attractive condition.
- Said premises or any buildings erected thereon shall not at any time be used for the purpose of any trade, business or manufacture.
- No intoxicating liquors or beer shall be manufactured for sale, kept for sale, or sold on said premises.
- Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- No dwelling or building shall be permitted closer than the platted building set back line to front lot line nor closer than six feet from side lot lines. For the purposes of this covenant, eaves, steps, and open porches shall not be considered part of a building. The ground floor area of main structure, exclusive of open porches, and garages, shall not be less than eight hundred square feet for one story nor less than seven hundred square feet for dwelling of more than one story.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements; the easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- No fence shall be built over six feet in height, and shall be of open or ornamental nature.
- No outhouses shall be permitted on any part of the property: all toilet facilities must be contained within main dwelling. All improvements shall be completed within twelve months from the beginning of construction.
- Fires must be contained, enclosed and carefully supervised. Use of fire arms on the premises is prohibited. The lot shall be kept clean and free of trash, garbage and debris at all times. Advertising signs, other than for sale of lot, are prohibited.
- No dwelling house or other structure shall be erected upon said premises without the plans and specifications and building contractor therefor having been first submitted to and approved by Steve C. Good, his successors or assigns, at least thirty days prior to the commencement of any building. Provided, however, this restriction shall not apply in the event Steve C. Good, his successors or assigns, ceases to engage in business, and in no event shall it be applicable beyond fifteen years after the date the plat for Section Three of Lake-Moor Village is placed of record.
- All construction and materials used on said premises shall meet FHA standards.
- All unimproved lots in said addition shall be mowed at least twice each summer. All weeds on improved lots shall be kept mowed.
- No non-operable, wrecked or junked cars shall be stored on any of said lots for a period in excess of fourteen days.
- No home heating systems in said addition shall be fired by coal or any other substance which will emit soot or other solid debris into the atmosphere provided however, the use of such fuel in fireplaces is not prohibited.
- Lots seventy (70), seventy-one (71), seventy-two (72) and seventy-three (73) have located thereon a portion of the lake which also will cover other lots to be laid out hereafter. The owners of said lots seventy (70), seventy-one (71), seventy-two (72) and seventy-three (73), their heirs and assigns and invitees, shall have the right and easement to utilize all of said lake for recreational purposes so long as such use does not constitute a nuisance or interfere with the quiet enjoyment of the premises of other persons owning lots fronting on said lake.
No motor-powered recreational equipment may be used on said lake. The owner of each lot fronting on said lake, by purchasing said lot, releases the owners of all other lots fronting on said lake, their heirs and assigns, from any liability resulting from the fact of his ownership of the land upon which said lake exists, provided, however, such release does not extend to any acts or omissions which constitute actionable negligence on the part of any such lot owners, his heirs or assigns.
The owner of each lot fronting on said lake, his heirs and assigns, shall be responsible for the maintenance and upkeep of that portion of said lake which stands on his lot, at his expense, and shall at all times keep such lake, and the area immediately adjacent thereto, clean and attractive. No debris, pollutants or undesirable vegetation shall be placed in or permitted to exist in that portion of said lake which stands on a particular lot.

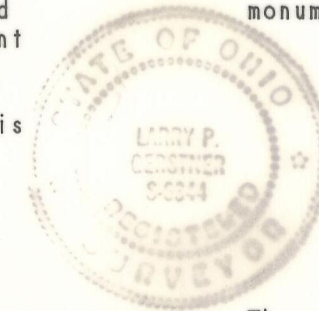
In the event a particular lot owner fails to abide by the restrictions herein imposed with respect to said lake, a majority of the remaining owners of lots fronting on said lake (counting as one, joint owners of a particular lot) may take the necessary steps to correct such failure or omission and may go upon the land of the lot owner failing to abide by the restrictions for the purpose of correcting any such failure or omission. The cost of such corrective action plus liquidated damages amounting to one hundred percent (100%) of such costs, shall be recoverable by said majority of lot owners in a civil action against such recalcitrant lot owner, plus court costs and attorney's fees, and such amounts shall also become a lien upon the lot of such recalcitrant owner when such majority of lot owners has recorded in the Official Records of the Recorder's Office of Hocking County, Ohio, a certificate setting forth said failure or omission, the cost of correcting the same, plus said liquidated damages, the date thereof, and the signatures of all the persons constituting said majority of lot owners, and such lien shall be enforceable by appropriate legal action of said majority of lot owners; provided, however, no actions set forth above shall be taken by any such majority of lot owners until there has been sent to such recalcitrant lot owner by certified mail with return receipt requested a notice of the failure or omission complained of and such recalcitrant owner has failed to correct such failure or omission within ten days after receipt of such notice.

Each purchaser of a lot fronting on said lake, for himself and his heirs and assigns, by the fact of such purchase, consents to all the foregoing limitations and privileges as to said lake, and each such purchaser, by virtue of such purchase, releases Steve C. Good, his successors or assigns, from any and all liability resulting from the creation and existence of said lake, the construction and maintenance thereof, or the actions of any lot owners whose lots front thereon.

- Any home constructed within Lake-Moor Village Section Three shall be serviced by the sewage system provided in the Lake-Moor Village Sewer District by the Commissioners of Hocking County, Ohio, except lots eighty-eight (88), eighty-nine (89) and ninety (90) which shall be served by private on-lot sewage treatment facilities. Property owners agree that the Hocking County Commissioners shall have the authority to inspect and approve installation and construction of all lateral lines and connections. Tap-in fees and charges shall be paid by the property owners as established by the Commissioners by rules and regulations. That the sewerage system shall be operated by the Commissioners under rules and regulations established by said Commissioners which shall provide, among other things, for sewer service charges and fees for usage of the sewage facilities, which may be adjusted from time to time by resolution of the Commissioners as they deem in the best interest of the users of the sewer service.
- That the notice to grantees herein set forth shall be binding upon the grantees, their heirs and assigns and any and all claiming under or through grantees.
- No home shall be permitted to be occupied on the premises shown in said plan until such unit is connected to the sewage treatment plant, and the sewage treatment plant is in operation, and accepted by the Commissioners.
- That no surface water, downspout or foundation and footing drains shall be permitted or suffered to enter into the sanitary sewerage lines at any point or at any time.
- That the Commissioners shall have the authority to take necessary measures and be responsible to prevent the entry of surface water, downspout, or foundation and footing drains into the sanitary sewerage system.
- Lots seventy (70), seventy-one (71) and eighty-seven (87) are to have individual home forced main sewer laterals which will remain the property and maintenance responsibility of the lot owner.
- Lots eighty-eight (88), eighty-nine (89) and ninety (90) must have their building sites pre-approved by the Hocking County Health department for building location, water well, aerator, sand filter and chlorinator.

thence South 5 degrees 06 minutes 50 seconds West a distance of 34.39 feet to a 5/8" iron pin to be set;
thence North 84 degrees 53 minutes 10 seconds West a distance of 170.00 feet to a 1" iron pipe to be set in concrete on the West line of the Southeast quarter of Section 17;
thence with the West line of the Southeast quarter of Section 17 North 5 degrees 06 minutes 50 seconds East a distance of 1406.83 feet to the point of beginning containing 16.838 acres more or less, subject to any public and private easements of record.
The above 16.838 acre survey is intended to describe part of the 58.84 acre tract as deeded to Steve Good, deed reference Volume OR 30, Page 766, Hocking County Recorder's Office. This survey was based upon information obtained from tax maps, deed descriptions, previous surveys, existing monumentation, and existing subdivision plats. The reference bearing for this survey is the North line of the Southeast quarter of Section 17 as South 85 degrees 39 minutes 10 seconds East. All iron pins and pipes to be set by this survey will be capped by a 1-1/4" plastic identification cap. The above described property was surveyed by Larry P. Gerstner, Ohio Registered Surveyor No. 6344, on February 19, 1994 with monumentation to be set at a later date.

Larry P. Gerstner
Larry P. Gerstner PS # 6344



ACKNOWLEDGEMENT

The undersigned, Steve C. Good and Kathryn S. Good, owners of the real estate shown on this plat and survey, to be known as Lake Moor Village Section Three, consisting of Lots Fifty-Nine (59) through Ninety (90), both inclusive, do hereby assent to and adopt this subdivision of the same, and dedicate to the public use forever all the streets shown hereon and not heretofore dedicated.

Easements are reserved by Steve C. Good and Kathryn S. Good, their successors and heirs, where indicated on the plat for construction, operation and maintenance of public utilities above and beneath the surface of the ground and where necessary for the construction, operation and maintenance of service connections to adjacent lots and land and for storm water drainage.

All lots in this subdivision are subject to 24 restrictions as to the use thereof and as recorded herein.

IN WITNESS WHEREOF, STEVE C. GOOD and KATHRYN S. GOOD, owners of Lake-Moor Village, Section Three, have hereunto caused this acknowledgement to be executed this 21 day of June, 1994.

WITNESSES:

Sandy Maniskes
Linda Garey
Sandy Maniskes
Linda Garey

Steve C. Good
Steve C. Good
35280 Linton Rd.
Logan, Ohio 43138
(614) 385-5872

Kathryn S. Good
Kathryn S. Good
35280 Linton Rd.
Logan, Ohio 43138
(614) 385-5872

STATE OF OHIO

HOCKING COUNTY

BE IT REMEMBERED, that on this 21 day of June, 1994, before me, the subscriber, a Notary Public in and for said County, personally came the above named STEVE C. GOOD and KATHRYN S. GOOD, the owners of Lake-Moor Village Section Three in the foregoing Acknowledgement, and acknowledged the signing of the same to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

My Commission Expires June, 1996 Notary Public
Sandy Maniskes

CERTIFICATE OF PLANNING COMMISSION

We, the Planning Commission of the City of Logan, Ohio, hereby certify that at a meeting of the Commission held on the 21 day of June, 1994, a resolution was duly passed approving this plat.

PLANNING COMMISSION, CITY OF LOGAN, OHIO

By *Roy Dennis*
Roy Dennis, Chairman

APPROVAL OF COUNTY HEALTH DEPARTMENT

This plat approved by the Board of Health, Hocking County, Ohio, this 27th day of JUNE, 1994.

BOARD OF HEALTH, HOCKING COUNTY, OHIO

By *Michael W. Moore, RS*

APPROVAL OF COUNTY ENGINEER

This plat approved this 12 day of June, 1995
William R. Shaw
William Shaw, Hocking County Engineer

AUDITOR'S CERTIFICATE

Transferred on tax duplicate this 16 day of June, 1995
Kenneth R. Wilson
Kenneth Wilson, Hocking County Auditor

846)

RECORDER'S CERTIFICATE

Filed for record this 19 day of JUNE, 1995, at 2:30 PM.
Recorded this 19 day of JUNE, 1995, in Plat Cabinet L, at Pages 195 A+B.
Donna A. Leach
Donna Leach, Hocking County Recorder

**SURVEY DESCRIPTION OF 16.838 ACRES
LAKE-MOOR VILLAGE SECTION THREE**

Situated in Falls Township, Hocking County, Ohio: being part of the West half of the Southeast quarter of Section 17, Township 14, Range 17: and being more particularly described as follows:

- Beginning at a stone found at the Northwest corner of the Southeast quarter of Section 17: thence with the North line of the Southeast quarter of Section 17 South 85 degrees 39 minutes 10 seconds East a distance of 650.21 feet to a 7/8" iron pin found to be set in concrete at the Northwest corner of Lot 18 of Lake-Moor Village Section One:
thence leaving the North line of the Southeast quarter of Section 17 South 43 degrees 41 minutes 20 seconds West a distance of 31.16 feet to a 7/8" iron pin found at the Northwest corner of Lot 19 of Lake-Moor Village Section One:
thence South 43 degrees 50 minutes 30 seconds West a distance of 74.19 feet to a 7/8" iron pin found at the Northwest corner of Lot 20 of Lake-Moor Village Section One:
thence South 43 degrees 46 minutes 40 seconds West a distance of 80.04 feet to a 7/8" iron pin found at the Northwest corner of Lot 21 of Lake-Moor Village Section One:
thence South 43 degrees 49 minutes 00 seconds West a distance of 326.21 feet to a 7/8" iron pin found at the Northwest corner of Lot 25 of Lake-Moor Village Section One:
thence South 25 degrees 18 minutes 30 seconds West a distance of 89.02 feet to a 7/8" iron pin found at the Northwest corner of Lot 26 of Lake-Moor Village Section One:
thence South 25 degrees 17 minutes 40 seconds West a distance of 168.11 feet to a 7/8" iron pin found at the Northwest corner of Lot 58 of Lake-Moor Village Section Two:
thence South 42 degrees 24 minutes 50 seconds West a distance of 89.90 feet to a 1/2" iron pin with plastic ID cap no. 6803 in concrete found at the Southwest corner of Lot 58 of Lake-Moor Village Section Two:
thence South 54 degrees 34 minutes 50 seconds East a distance of 144.07 feet to a 1/2" iron pin with plastic ID cap no. 6803 in concrete found at the Southeast corner of Lot 58 of Lake-Moor Village Section Two:
thence South 57 degrees 35 minutes 40 seconds East a distance of 50.98 feet to a 1/2" iron pin with plastic ID cap no. 6803 in concrete found at the Southwest corner of Lot 57 of Lake-Moor Village Section Two:
thence South 63 degrees 53 minutes 40 seconds East a distance of 375.22 feet to a 5/8" iron pin to be set at the Southeast corner of Lot 54 of Lake-Moor Village Section Two, and passing 1/2" iron pins with plastic ID cap no. 6803 in concrete found at distances of 93.40 feet at the Southwest corner of Lot 56 of Lake-Moor Village Section Two, 183.25 feet at the Southwest corner of Lot 55 of Lake-Moor Village Section Two, and 283.31 feet at the Southwest corner of Lot 54 of Lake-Moor Village Section Two:
thence with a curve to the left having a radius of 140.48 feet and a chord bearing North 17 degrees 32 minutes 40 seconds East at a distance of 49.42 feet to a 1/2" iron pin with plastic ID cap no. 6803 in concrete found on the East line of Lot 54 of Lake-Moor Village Section Two:
thence South 82 degrees 28 minutes 10 seconds East a distance of 49.97 feet to a 1/2" iron pin with plastic ID cap no. 6803 in concrete found at the Southwest corner of Lot 53 of Lake-Moor Village Section Two:
thence South 37 degrees 43 minutes 30 seconds East a distance of 221.36 feet to a point in a pond at the Southeast corner of Lot 53 of Lake-Moor Village Section Two, and passing a 5/8" iron pin to be set at a distance of 131.31 feet:
thence South 32 degrees 30 minutes 40 seconds West a distance of 73.98 feet to a point in a pond:
thence South 33 degrees 42 minutes 10 seconds West a distance of 89.61 feet to a point in a pond:
thence South 52 degrees 31 minutes 10 seconds West a distance of 131.14 feet to a point in a pond:
thence South 80 degrees 14 minutes 20 seconds West a distance of 347.51 feet to a 1" iron pipe to be set in concrete:
thence North 84 degrees 53 minutes 10 seconds West a distance of 238.91 feet to a 5/8" iron pin to be set: