

COVENANTS AND RESTRICTIONS

1. LAND USE: THE LOTS WITHIN O'CONNOR'S POINT ALLOTMENT SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY.
2. HEIGHT RESTRICTIONS: NO BUILDING SHALL BE ERRECTED, 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 ERRECTED TO A HEIGHT EXCEEDING 35 FEET FROM THE FINISH GRADE OF THE BUILDING, TOGETHER WITH NECESSARY ACCESSORY BUILDINGS INCLUDING A GARAGE.

6. BUILDING LOCATION: SETBACKS FROM WATER LINE: ELEVATION: FENCES: NO BUILDINGS SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LINE OR WATER LINE OR NEARER TO A SIDE STREET THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. NO PORTION OF ANY LOT NEARER TO ANY STREET THAN THE BUILDING SETBACK LINES SHALL BE USED FOR ANY PURPOSES OTHER THAN THAT OF A LAWN NOR SHALL ANY FENCE OR WALL OF ANY KIND, FOR ANY PURPOSE, BE ERRECTED, 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 SHALL NOT BE APPLICABLE TO LIMIT THE SIZE OR LOCATION OF THE SUBDIVISION ENTRY SIGNS.

15. BOAT DOCKS AND WELLS: NO MORE THAN ONE (1) DOUBLE BOAT DOCK WILL BE PERMITTED ON ANY OF THE LOTS WITHIN O'CONNOR'S POINT ALLOTMENT. BOAT DOCKS OR WELLS SHALL NOT USE SOLID WALLS AND SHALL USE A GABLE ROOF WHICH PITCH SHALL NOT EXCEED A 2:12 RATIO OR 4:12 RATIO (I.E. 2 INCHES THROUGH 4 INCHES TALL FOR EVERY 12 INCHES OF ROOF). BOAT DOCKS OR BOAT WELLS MAY HAVE LIFTS. ANY BOAT DOCKS OR BOAT WELLS SHALL NOT BE CONSTRUCTED WITHIN FIVE (5) FEET OF THE SIDE LOT LINE OF ANY LOTS WITHIN O'CONNOR'S POINT ALLOTMENT AND SHALL NOT EXTEND BEYOND THE LOT LINE INTO THE WATERS OF INDIAN LAKE MORE THAN TWENTY-FIVE (25) FEET. ANY BOAT DOCKS OR BOAT WELLS CONSTRUCTED ON THE PREMISES SHALL HAVE THE HEIGHT BETWEEN THE SEA WALL AND THE BOTTOM OF THE ROOF LINE TO BE 7 TO 9 FEET IN HEIGHT.

EACH OWNER COVENANTS THAT NO EXCAVATION SHALL BE MADE, NO BUILDING SHALL BE ERRECTED 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 WHICH APPROVAL SHOULD NOT BE UNREASONABLY WITHHELD. 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 ACKNOWLEDGE 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.

7. 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.
8. TEMPORARY STRUCTURE: NO TEMPORARY BUILDING, TRAILER, GARAGE, STORAGE BUILDING OR STRUCTURE SHALL BE PLACED UPON ANY LOT FOR STORAGE WITHOUT THE EXPRESS WRITTEN CONSENT OF GRANTOR.

16. 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 EXCEPT SIGNS USED BY THE ORIGINAL DEVELOPER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION SALES PERIOD.
17. ANTENNAS: IF CABLE TV IS AVAILABLE, TELEVISION AND RADIO ANTENNAS, INCLUDING SATELLITE DISHES, WHETHER ROOF-TOP OR GROUND MOUNTED, SHALL BE PROHIBITED ON THE EXTERIOR OF ANY HOUSE OR LOT. IN THE EVENT THAT CABLE TV BECOMES AVAILABLE AT A TIME WHEN OWNERS OF LOTS WITHIN O'CONNOR'S ALLOTMENT HAVE INSTALLED A TELEVISION ANTENNA OR A SATELLITE DISH THEN, SAID TELEVISION ANTENNAS AND SATELLITE DISHES ALREADY INSTALLED SHALL BE REMOVED WITHIN NINETY (90) DAYS OF THE CABLE SERVICE BECOMING AVAILABLE TO SAID LOTS.

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 BEING REVIEWED FOR APPROVAL OF PROPOSED IMPROVEMENTS ON ADJACENT LOTS AND EFFECT UPON THE NEIGHBORING PROPERTIES AND THE OVERALL DEVELOPMENT OF O'CONNOR'S POINT ALLOTMENT 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. 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, RE-SUBMISSION OF PROPOSED PLANS AND SPECIFICATIONS.

9. MOBILE HOMES OR MODULAR HOUSING: NO MOBILE HOMES OR MODULAR HOUSING SHALL BE PERMITTED ON THESE PREMISES.
10. ANIMALS: NO ANIMALS, BIRDS, INSECTS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT DOGS, CATS, OR OTHER HOUSEHOLD PETS WHICH ARE KEPT FOR DOMESTIC PURPOSES ONLY, AND ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO MORE THAN TWO DOGS OR TWO CATS MAY BE KEPT ON ANY LOT EXCEPT SUCH DOGS OR CATS IN EXCESS OF SUCH NUMBERS ARE LESS THAN THREE MONTHS OF AGE. ALL ANIMALS MUST BE RESTRAINED ON THE OWNER'S LOT AND OWNERS SHALL TAKE ALL STEPS NECESSARY TO INSURE THE SAME.

18. 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.
19. OWNERS ASSOCIATION LIEN: EACH OWNER OF LOTS IN O'CONNOR'S POINT ALLOTMENT SHALL AUTOMATICALLY BECOME A MEMBER OF THE OWNERS ASSOCIATION OF O'CONNOR'S POINT ALLOTMENT WHICH SHALL BE ESTABLISHED FOR THE PURPOSE, AMONG OTHER THINGS, OF MAINTAINING LOTS 27, 28, 29, AND 30 AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION. 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.

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.

11. 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 REMOVED FROM VIEW OF ABUTTING PROPERTIES. ALL LOTS WHICH HAVE BEEN DEVELOPED BUT NOT BUILT UPON SHALL BE MAINTAINED TO INCLUDE TWO (2) MOWINGS EACH YEAR, NOT LATER THAN JUNE 15 AND SEPTEMBER 15.

20. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES UNTIL 2017, AFTER WHICH TIME SAID RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY TWO-THIRDS OF THE THEN OWNERS OF THE LOTS IN SAID SUBDIVISION HAS BEEN RECORDED, AGREEING TO CHANGE SAID RESTRICTIONS IN WHOLE OR IN PART.

WITHIN THE EASEMENT AREAS DESIGNATED ON THE RECORDED PLAT OF O'CONNOR'S POINT ALLOTMENT, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH 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.

12. CLOTHES LINE: NO CLOTHING OR ANY OTHER HOUSEHOLD FABRICS SHALL BE HUNG IN THE OPEN ON ANY LOT, AND NO OUTSIDE CLOTHES DRYING OR AIRING FACILITIES SHALL BE PERMITTED.
13. VEHICLES NOT IN USE: NO AUTOMOBILE OR MOTOR-DRIVEN VEHICLE SHALL BE LEFT UPON ANY LOT FOR A PERIOD LONGER THAN THIRTY (30) DAYS, WITHIN A 90-DAY PERIOD, IN A CONDITION WHEREIN IT IS NOT ABLE TO BE OPERATED UPON THE PUBLIC HIGHWAY OR WITHOUT CURRENT VALID LICENSE PLATES. AFTER SUCH PERIOD, THE VEHICLE SHALL BE CONSIDERED A NUISANCE AND DETRIMENTAL TO THE WELFARE OF THE ABOVE-DESCRIBED REAL ESTATE AND SHALL BE MOVED THEREFROM.

21. THESE RESTRICTIONS SHALL BE FOR THE BENEFIT FOR ALL OF THE LOT OWNERS OF O'CONNOR'S POINT ALLOTMENT. 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.

EACH LOT OWNER FURTHER ACKNOWLEDGES THAT THE CONSTRUCTION OF ANY HOME SHALL BE COMPLETED WITHIN SIX (6) MONTHS OF THE DATE THE CONSTRUCTION IS COMMENCED ON SAID HOME.

14. BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE: NO TRUCK, TRAILER, BOAT, CAMPER, RECREATIONAL VEHICLE OR COMMERCIAL VEHICLE SHALL BE PARKED OR STORED ON ANY LOT UNLESS IT IS IN A GARAGE OR OTHER VEHICLE PERMANENT ENCLOSURE OUT OF VIEW FROM THE STREET AND ABUTTING PROPERTIES; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PROHIBIT THE OCCASIONAL NONRECURRING TEMPORARY PARKING OF SUCH TRUCK, TRAILER, BOAT, CAMPER, RECREATIONAL VEHICLE OR COMMERCIAL VEHICLE ON THE PREMISES FOR A PERIOD NOT TO EXCEED 72 HOURS IN ANY PERIOD OF THIRTY (30) DAYS. BOAT TRAILERS ARE TO BE STORED IN DESIGNATED AREAS.

22. INVALIDATION OF ANY ONE OF THESE RESTRICTIONS BY JUDGMENT OF COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

23. ONE YEAR AFTER THE SALE OF THE LAST LOT BY THE GRANTORS, "OWNERS ASSOCIATION OF O'CONNOR'S POINT ALLOTMENT" WILL BE SUBSTITUTED FOR THE WORD "GRANTORS" IN THE ABOVE COVENANTS AND RESTRICTIONS. ANY WRITTEN AGREEMENTS BY THE GRANTORS PRIOR TO SAID TIME WILL REMAIN IN EFFECT.

PLAT PRE-APPROVED Jon E. Dines 10-18-95

PLAT CHECKED Jon E. Dines 1-12-96

REVIEWED THIS 27 DAY OF October, 1995 [Signature] CHAIRMAN, RICHLAND TOWNSHIP TRUSTEES

APPROVED THIS 23 DAY OF October, 1995 [Signature] LOGAN COUNTY ENGINEER

THE WITHIN STREETS ARE HEREBY APPROVED AND ACCEPTED FOR PUBLIC MAINTENANCE

BY RESOLUTION NO. \_\_\_\_\_ RECORDED IN LOGAN COUNTY COMMISSIONERS' JOURNAL \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

APPROVED THIS 20 DAY OF October, 1995 [Signature] INDIAN LAKE SANITARY SEWER DISTRICT

APPROVED THIS 12 DAY OF October, 1995 [Signature] LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION

APPROVED THIS 23 DAY OF November, 1995 [Signature] LOGAN COUNTY COMMISSIONERS

[Signature]

[Signature] LOGAN COUNTY COMMISSIONERS

TRANSFERRED THIS 12th DAY OF January, 1996 [Signature] AUDITOR, LOGAN COUNTY, OHIO

RECEIVED FOR RECORD AT 2:25 O'CLOCK P.M. THIS 12th DAY OF January, 1996

RECORDED IN PLAT CABINET B, SLIDE 5A&B, 6A&B, 7A&B [Signature] RECORDER, LOGAN COUNTY, OHIO

9600232

SURVEYOR'S AFFIDAVIT

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN VIRGINIA MILITARY SURVEY 9968, RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO.

THE TRACT HAS A TOTAL AREA OF 15.926 ACRES OF WHICH 3.843 ACRES ARE IN THE ROAD RIGHT-OF-WAY (INCLUDING COUNTY HIGHWAY 254), LEAVING A NET AREA OF 12.083 ACRES IN BUILDING LOTS. THE TRACT IS CURRENTLY ZONED B-2, LOCAL BUSINESS.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS PARTS THEREOF.

I HEREBY STATE THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF O'CONNOR'S POINT ALLOTMENT NO. 1 AS SURVEYED IN OCTOBER OF 1992, AND THAT ALL MONUMENTS ARE AS SHOWN HEREON HAVE BEEN FOUND, SET, OR WILL BE SET UPON COMPLETION OF CONSTRUCTION AT A TIME AS DIRECTED BY THE PROPRIETORS.

Leslie H. Geeslin
LESLIE H. GEESLIN
PROFESSIONAL SURVEYOR 5248
MAY 20, 1993
P.O. BOX 274
RUSHLVANIA, OHIO 43347
(513) 468-2793

UTILITY EASEMENTS

UTILITY EASEMENTS ARE AS INDICATED ON THE SUBDIVISION PLAT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND PRIVATE UTILITIES, ABOVE AND BENEATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY, ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS. HOWEVER, A TWO FOOT WIDE EASEMENT IS RESERVED CENTERED ALONG ALL LOT LINES FOR PLACEMENT OF SURVEY MONUMENTS, AND NO SURFACE OR BURIED UTILITIES OF ANY KIND SHALL OBSTRUCT THIS EASEMENT AT ANY LOT CORNER OR REFERENCE MONUMENT.

IN ADDITION TO EASEMENTS SHOWN, THE PLAT MAY BE SUBJECT TO THE FOLLOWING EASEMENTS:

- 1. THE LAKE GAS COMPANY IN DEED VOLUME 196, PAGE 475
2. UNITED TELEPHONE COMPANY IN DEED VOLUME 222, PAGE 277.



O'CONNOR'S POINT ALLOTMENT NO. 1
VIRGINIA MILITARY SURVEY 9968, RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO

OWNER/DEVELOPER
O'CONNOR'S LANDING, INC.
229 ASHBROOK DRIVE
BELLEFONTAINE, OHIO 43311
(513) 593-4817
CALCULATIONS AND PLATTING SERVICES BY:
LEE SURVEYING & MAPPING CO.
143 East Columbus Avenue
BELLEFONTAINE, OHIO 43311
(513) 593-7335
D 208 OCONFA L 2053-1