RESTRICTIONS FOR WOODBURN MANOR I

JOHN L. BURNS AND JOYCE D. BURNS, HUSBAND AND WIFE, FEE OWNERS OF WOODBURN MANOR I, AS HEREON PLATTED, HEREBY MAKE THE FOLLOWING DECLARATIONS AS TO LIMITATIONS, RESTRICTIONS AND USES TO WHICH THE LOTS AND/OR TRACTS CONSTITUTING SAID SUBDIVISION MAY BE PUT, HEREBY SPECIFYING THAT SAID DECLARATIONS SHALL CONSTITUTE COVENANTS TO RUN WITH THE LAND AS PROVIDED BY LAW AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR THE BENEFIT OF AND LIMITATIONS UPON ALL FUTURE OWNERS IN SAID SUBDIVISION. THIS DECLARATION OF RESTRICTIONS BEING DESIGNED FOR THE PURPOSE OF KEEPING SAID SUBDIVISION DESIRABLE FOR RESIDENTIAL USE, UNIFORM AND SUITABLE IN ARCHITECTURAL DESIGN AS HEREIN SPECIFIED.

1.) THESE RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF THIRTY (30) YEARES FROM THE DATE THESE RESTRICTIONS ARE RECORDED, AFTER WHICH TIME SAID RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID RESTRICTIONS IN WHOLE OR IN PART.

2.) ALL SALES OR LEASES OF LOTS IN THIS SUBDIVISION, OR IN ANY OTHER SUBDIVISION FOR RESIDENTIAL PURPOSES WHICH THESE OWNERS, THEIR HEIRS OR ASSIGNS, MAY LAY OUT ON REMAINING LANDS NOW OWNED BY THEM WHICH WERE ACQUIRED BY WARRANTY DEED FROM AUDRA A. INGRAM, AKA AUDRA AND AUDRA ANN INGRAM, DATED JUNE 17, 1974, AND RECORDED IN VOLUME 148, PAGE 705, RECORDS OF DEEDS, HOCKING COUNTY, OHIO, SHALL BE MADE SUBJECT TO LIKE OR MORE STRINGENT RESTRICTIONS AS TO THE USE OF THE SAME.

3.) SAID RESTRICTIONS ARE MADE FOR THE BENEFIT OF ANY AND ALL PERSONS WHO MAY NOW OWN PROPERTY, OR WHO MAY HEREAFTER OWN PROPERTY IN WOODBURN MANOR I AND SUCH PERSONS ARE SPECIFICALLY GIVEN THE RIGHT TO ENFORCE THESE RESTRICTIONS.

4.) 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 OCCURING PRIOR OR SUBSEQUENTLY THERETO.

5.) 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.

6.) 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.

7.) NO MORE THAN ONE (1) 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 EXCEED TEN (10) FEET BY FOURTEEN (14) FEET IN DIMENSION AND NOT OVER ONE (1) STORY IN HEIGHT, AND SUCH BUILDING ALONG WITH THE DWELLING HOUSE SHALL BE MAINTAINED IN AN ATTRACTIVE CONDITION.

8.) SAID PREMISES OR ANY BUILDINGS ERECTED THEREON SHALL NOT AT ANY TIME BE USED FOR THE PURPOSE OF ANY TRADE, BUSINESS OR MANUFACTURE.

9.) NO INTOXICATING LIQUORS OR BEER SHALL BE MANUFACTURED FOR SALE, KEPT FOR SALE, OR SOLD ON SAID PREMISES.

10.) NO DWELLING OR BUILDING SHALL BE ERECTED OR PERMITTED NEARER THAN THE SPECIFIED SETBACK DISTANCES ON ANY LOT AS SHOWN ON THE RECORD PLAT. (SHEET NO. 1 OF 2)

11.) ANY DWELLING OR BUILDING ERECTED ON ANY LOT IN THIS SUBDIVISION MUST BE MODERN AND BUILT FROM NEW MATERIALS, WHICH MEANS, NO BUILDING CAN BE TORN DOWN AND ERECTED ON ANY LOT IN THIS SUBDIVISION.

12.) THE GROUND FLOOR AREA OF ANY DWELLING HOUSE ERECTED ON SAID SUBDIVISION EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN (1,200) ONE THOUSAND TWO HUNDRED SQUARE FEET FOR ONE (1) STORY, NOR LESS THAN (800) EIGHT HUNDRED SQUARE FEET FOR A DWELLING OF MORE THAN (1) ONE STORY.

13.) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT (SHEET 1 OF 2). 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 AREA 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.

14.) NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR BECOME, AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

15.) 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.

16.) 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.

17.) NO FENCE OR WALL SHALL BE BUILT OVER (4) FOUR FEET IN HEIGHT, AND SHALL BE OF OPEN AND ORNAMENTAL NATURE. NO HEDGE SHALL BE PERMITTED TO GROW IN EXCESS OF (4) FOUR FEET IN HEIGHT.

18.) FOR THE PURPOSE OF THESE RESTRICTIONS HEREIN, THE WORD "LOT" SHALL ALSO MEAN TRACT IF THE SAME PERSON, OTHER THAN THE ORIGINAL GRANTORS, OWNS (2) TWO OR MORE LOTS UPON WHICH A DWELLING HOUSE IS TO BE ERECTED.

19.) NO SOIL, SOD, OR TREES SHALL BE REMOVED FOR ANY COMMERCIAL PURPOSE OR USE. CUTTING OF TREES SHALL BE LIMITED TO THE EXTENT NECESSARY FOR CLEARING THE FOUNDATION SITE FOR CONSTRUCTION.

20.) ALL GARAGES SHALL BE ATTACHED TO THE DWELLING HOUSE AND SHALL BE OF SUFFICIENT SIZE TO ACCOMMODATE TWO (2) STANDARD SIZE CARS.

21.) FIRES MUST BE CONTAINED, ENCLOSED AND CAREFULLY SUPERVISED.

22.) USE OF FIREARMS ON THE PREMISES IS PROHIBITED.

23.) ALL LOTS SHALL BE KEPT CLEAN AND FREE OF TRASH, GARBAGE AND DEBRIS AT ALL TIMES.

24.) ADVERTISING SIGNS, OTHER THAN FOR SALE OF A LOT, ARE PROHIBITED.

25.) ALL LAVATORIES AND/OR TOILETS SHALL BE CONNECTED WITH OUTSIDE SEPTIC TANKS OR SYSTEMS UNTIL SUCH TIME AS A SEWER SYSTEM SHALL BE AVAILABLE, AT WHICH TIME THE LOT OWNER, AGREES TO CONNECT SAID PREMISES THEREWITH. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE APPROVED BY THE COUNTY BOARD OF HEALTH AND SUCH OTHER GOVERNMENTAL REGULATING AGENCIES AS HAVE JURISDICTION THEREOF, AND SHALL FOLLOW MINIMUM STANDARDS OF SUCH BOARD OR AGENCIES.

26.) ANY BUILDING COMMENCED ON ANY LOT IN SAID SUBDIVISION SHALL BE COMPLETED WITHIN (1) ONE YEAR FROM THE DATE OF THE EXCAVATION THEREOF, FOR OR, THE COMMENCEMENT OF CONST.

27.) ANY HOME ERECTED ON ANY LOT IN SAID SUBDIVISION SHALL BE LANDSCAPED WITHIN (1) ONE YEAR FOLLOWING THE COMPLETION OF THE OUTSIDE OF SAID DWELLING.

28.) ANY STRUCTURE ON ANY LOT IN SAID SUBDIVISION SHALL BE OF BRICK, WOOD OR STONE CONSTRUCTION; EXCEPT THAT CONCRETE BLOCK OR CINDER BRICK MAY BE USED FOR FOUNDATIONS, BASEMENT WALLS, AND FIREPLACES.

29.) ALL UNIMPROVED LOTS IN SAID SUBDIVISION SHALL BE MOWED AT LEAST TWICE EACH SUMMER. ALL WEEDS ON IMPROVED LOTS SHALL BE KEPT MOWED.

30.) NO NON-OPERABLE, WRECKED OR JUNKED CARS SHALL BE STORED ON ANY OF SAID LOTS FOR A PERIOD IN EXCESS OF (7) SEVEN DAYS.

John L. Burns
JOHN L. BURNS

Joyce D. Burns
JOYCE D. BURNS

LOT NO.	LOT CURVE DATA				
	Lc.	R.	Δ	Chd.	Chd. Brg.
1	95.67'	139.88'	39°11'12"	93.82'	N 12°33'54"E
2	12.97'	139.88'	5°18'48"	12.97'	N 34°48'54"E
	15.53'	10.00'	89°00'00"	14.02'	S 07°01'42"E
	41.70'	108.61'	22°00'00"	41.45'	S 62°31'42"E
3	61.68'	169.27'	20°52'35"	61.33'	S 63°05'24"E
4	85.13'	169.27'	28°48'59"	84.24'	S 38°14'38"E
5	5.34'	169.27'	1°48'26"	5.34'	S 22°55'55"E
	22.43	50.00'	25°42'10"	22.24'	S 34°52'47"E
6	17.34'	50.00'	19°52'13"	17.25'	S 57°39'58"E
	77.50'	50.00'	88°48'37"	69.97'	S 23°11'46"E
7	67.98'	50.00'	77°53'55"	62.86'	N 60°09'29"E
8	52.92'	50.00'	60°38'12"	50.48'	S 50°34'27"E
9	38.22'	50.00'	43°48'02"	37.30'	N 01°38'40"E
	39.77'	50.00'	45°34'23"	38.73'	N 00°45'29"E
10	116.19'	129.27'	51°30'00"	112.32'	S 47°46'42"E
11	57.06'	148.61'	22°00'00"	56.71'	S 62°31'42"E
	15.88'	10.00'	91°00'00"	14.27'	N 82°58'18"E
	154.65'	236.29'	37°30'00"	151.91'	N 18°43'18"E
14	39.77'	50.00'	45°34'23"	38.73'	S 22°48'53"E
	82.22'	50.00'	94°12'51"	73.26'	N 01°30'21"E
15	97.74'	50.00'	111°59'49"	82.90'	S 10°27'14"E
	39.77'	50.00'	45°34'23"	38.73'	N 22°45'29"E
16	42.73'	276.29'	8°51'41"	42.69'	N 04°24'08"E
17	138.10'	276.29'	28°38'19"	136.67'	N 23°09'09"E
18	69.81'	89.88'	44°30'00"	68.07'	N 15°13'18"E

69227, 7/23/87 - See VACATION of ROADS - Lein + Misc Vol. 4 Pg. 23
1713 4/10/00 - Notice of intention to VACATE ORV. 167 P-260

STATEMENTS

SITUATE IN PART LOT NO. 2, SECTION 13, TOWN 13, RANGE 16, GREEN TOWNSHIP, HOCKING COUNTY, STATE OF OHIO AND BEING 13.8704 ACRES OF A TRACT CONVEYED TO JOHN L. & JOYCE D. BURNS, BY DEED OF RECORD IN DEED BOOK 148, PAGE 705, RECORDER'S OFFICE, HOCKING COUNTY, OHIO.

THE UNDERSIGNED JOHN L. & JOYCE D. BURNS, HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR WOODBURN MANOR I SUBDIVISION, A SUBDIVISION OF LOTS 1 TO 18 INCLUSIVE, DOES HEREBY ACCEPT THIS PLAT, OF SAME. ALL ROADS ARE DEDICATED FOR PUBLIC USE AS PER THE "AGREEMENT AND PERFORMANCE BOND" FORM RECORDED IN MISC. RECORD BOOK _____, PAGE _____, RECORDER'S OFFICE, HOCKING COUNTY, OHIO.

EASEMENTS ARE RESERVED, WHERE INDICATED, AND, FOR THE PURPOSES STATED, ON THE PLAT.

IN WITNESS THEREOF, JOHN L. & JOYCE D. BURNS HAS HEREUNTO SET THEIR HAND THIS 3RD DAY OF APRIL, 1975.

WITNESSES:

Harold L. Moe

Kenneth W. Rankin

JOHN L. & JOYCE D. BURNS

SIGNED: John L. Burns

SIGNED: Joyce D. Burns

STATE OF OHIO
COUNTY OF ATHENS S.S.

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY PERSONALLY CAME JOHN L. & JOYCE D. BURNS WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 3RD DAY OF APRIL, 1975.

NOTARY PUBLIC
ATHENS COUNTY, OHIO
COUNTY

(SEAL)

MY COMMISSION EXPIRES: 12-22-76

APPROVALS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HOCKING COUNTY, OHIO DID, ON THE 17TH DAY OF APRIL, 1975, AT A REGULAR SESSION OF SAID BOARD, APPROVE THE PLAT HEREON FOR THE USES AND PURPOSES STATED THEREIN, SUBJECT TO THE CONDITIONS SET FORTH IN THE "AGREEMENT AND PERFORMANCE BOND" FORM RECORDED IN MISC. RECORD BOOK _____, PAGE _____, RECORDER'S OFFICE, HOCKING COUNTY, OHIO.

CLERK OF BOARD: Blanche Mowery

James R. McLain — John L. Bumgardner — Otto G. Shaw
BOARD OF HOCKING COUNTY COMMISSIONERS

APPROVED THIS 7TH DAY OF April, 1975 BY: George A. Mara
HOCKING COUNTY ENGINEER

APPROVED THIS 5th DAY OF December, 1974 BY: Donald A. Robes
HOCKING COUNTY DISTRICT BOARD OF HEALTH

TRANSFERRED ON TAX DUPLICATE THIS 17th DAY OF April, 1975.

BY: Leonard Myers
AUDITOR, HOCKING COUNTY, OHIO

RECEIVED FOR RECORD THIS 17th DAY OF April, 1975.

BY: Esther Carpenter
RECORDER, HOCKING COUNTY, OHIO

RECORDED THIS 17th DAY OF April, 1975 IN PLAT BOOK G, PAGES 16-17.

FEE: $20.00 FILE NO. 22274.

RECORD PLAT

Situate in Part Lot No. 2, Section 13, Town 13, Range 16, Green Township, Hocking County, State of Ohio

DRAWN	CHECKED	REVISIONS	DATE	PROJ. NO.
LBF	GB		NOV '74	6004

SHEET NO. 2 OF 2

WOODBURN MANOR (I)

BY: FRIEDL & HARRIS, INC.
LAND DESIGN CO-ORDINATORS
ATHENS, OHIO COLUMBUS, OHIO NORTH CANTON, OHIO

OWNER: John L. & Joyce D. Burns, 525 East Street, Logan, Ohio 43138

DEVELOPER: Nelsonville Lumber Co., Inc., 21 Watkins Street, Nelsonville, Ohio 45764