

**SURVEY DESCRIPTION OF A 23.5538 ACRE  
HARSH FARMS SUBDIVISION  
PHASE I**

Situated in Falls Township, Hocking County, Ohio; being part of the Northeast quarter of Section 34, Township 14, Range 17; Of The Congress Lands East Of The Scioto River and being more particularly described as follows.

Being a part of the tract of land that is now or formerly in the name of Harsh Farms Partnership, as recorded in Official Record 78 at page 386, Hocking County Recorder's Office, said tract being part of the Northeast quarter of Section 34, T14N, R17W, of The Congress Lands East of the Scioto River, Falls Township, Hocking County, State of Ohio, and being more particularly described as follows:

Beginning for reference at a 5/8" X 30" iron pin with a plastic identification cap stamped "Seymour & Associates" found at the Northwest corner of Section 34, T14N, R17W;

Thence along the North line of Section 34, and the South line of Section 27, South 82 degrees 14 minutes 29 seconds East a distance of 2,680.30 feet to a point in the centerline of Mays Road (Township Road 71), the North line of Section 34 and the Northwest corner of the proposed Harsh Farms Subdivision Phase I, said point being the principle place of beginning of the tract herein described;

Thence along the North line of Section 34, and the center of Mays Road (Township Road 71), South 82 degrees 14 minutes 29 seconds East a distance of 803.62 feet to a point in the intersection of Mays Road (Township Road 71) and State Route 93;

Thence along the centerline of State Route 93, South 00 degrees 34 minutes 30 seconds West a distance of 652.15 feet to a point;

Thence continuing along the centerline of said road, South 01 degree 47 minutes 30 seconds West a distance of 225.76 feet to a point;

Thence leaving the centerline of said road, and through the Grantor's land, North 84 degrees 31 minutes 21 seconds West, passing through a 5/8" X 30" iron pin with a plastic identification cap set at 30.00 feet, going a total distance of 263.21 feet to a Bemisen #A26R30 Break-Off Monument set;

Thence South 79 degrees 41 minutes 56 seconds West a distance of 165.62 feet to a 5/8" X 30" iron pin with a plastic identification cap set;

Thence South 69 degrees 13 minutes 47 seconds West a distance of 207.50 feet to a 5/8" X 30" iron pin with a plastic identification cap set;

Thence North 84 degrees 31 minutes 21 seconds West a distance of 350.00 feet to a 5/8" X 30" iron pin with a plastic identification cap set on the West line of the Northeast corner of Section 34 and the Grantor's West line;

Thence North 08 degrees 37 minutes 33 seconds East, passing through a 5/8" X 30" iron pin with a plastic identification cap set at 455.00 feet and a Bemisen #A26R30 Break-Off Monument set at 1,215.00 feet, going a total distance of 1,245.00 feet to the principle place of beginning containing 23.5538 acres, more or less, and subject to the rights-of-way of Mays Road (Township Road 71), State Route 93 and all easements of record.

All 5/8" X 30" iron pins with plastic identification caps set are stamped "Seymour & Associates".

The bearings used in the above described tract were based on the West line of the Northeast quarter as bearing, North 08 degrees 37 minutes 33 seconds East and are for the determination of angles only.

The above described tract was surveyed by George F. Seymour, Ohio Professional Surveyor No. 6044, in September of 2003.

**GRADING OF LAND (4.80):**

NO LAND SHALL BE GRADED, CUT OR FILLED SO AS TO CREATE A SLOPE EXCEEDING ONE (1) FOOT VERTICAL IN TWO AND ONE-HALF (2 1/2) FEET HORIZONTAL WITHOUT THE PLACEMENT OF A RETAINING WALL OF SUFFICIENT HEIGHT AND THICKNESS TO RETAIN THE GRADED BANK. ANY NEW GRADE BY CUT OR FILL CREATING A SLOPE EXCEEDING ONE (1) FOOT VERTICAL IN FIVE (5) FOOT HORIZONTAL SHALL BE BENCHED AS APPROVED BY THE COUNTY ENGINEER. ALL FILL SHALL BE MECHANICALLY COMPACTED TO A DENSITY OF NINETY (90) PERCENT OR GREATER.

**TEMPORARY EROSION CONTROL:**

- Water bars should be installed on all roadways on sloped hillsides.
- Vegetative cover should be left on the site to disrupt raindrop impact on bare, disturbed soils. Trees to be left on the site should be clearly marked to avoid damage from equipment during site preparation, material delivery and any all phases of development. The root zone (which extends to just below the crown of the tree) should be flagged off, or otherwise marked, to keep the roots safe from excessive traffic or digging.
- Stockpile topsoil in separate piles from subsoil for later use to re-establish vegetative cover after final construction. Place sediment barriers around the topsoil to avoid loss due to erosion during the duration of construction.
- Temporarily seed and mulch any denuded areas within seven (7) days of disturbance if the site is to remain dormant for longer than 45 days.
- Maintain sediment control practices until completion of the construction phase.

**Surveyor's Certification**

I certify that all permanent markers and monuments called for have been or will be set upon completion of site work.



*George F. Seymour*  
George F. Seymour  
Registered Surveyor No. 6044

**FLOOD PLAIN CERTIFICATION:**

This subdivision property is located totally in Flood Zone X which is outside the 100-year flood plain as per Community Panel Number 390272-0100C effective November 16, 1990.

**DECLARATION OF RESTRICTIVE USE COVENANTS  
FOR  
HARSH FARMS SUBDIVISION**

Now comes the Harsh Farms Partnership, an Ohio General Partnership, whose tax mailing address is P.O. Box 305, Logan, Ohio 43138 and does hereby publish, declare and establish the following restrictive use covenants for the purpose of carrying out the plan of development which are to run with the land and be binding upon the Harsh Farm Partnership, its successors and assigns, all subsequent grantees and all persons claiming under them. These covenants shall apply to lot 1 through 7 of the subdivision as delineated on the plat.

- The following restrictions shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and assigns, and are imposed upon the real estate as an obligation or charge against the same for the benefit of the grantors, their heirs and assigns; as a general plan for the benefit of the subdivision and all owners of the lots therein.
- All sales and leases of lots enumerated above in this subdivision shall be made subject to like restrictions as to the use of the same.
- The restrictions are made for the benefit of any and all persons who may own property, or who may hereafter own property in the Harsh Farms Subdivision, 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 restrictions herein 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.
- Building setbacks and utility easements shall be enforced as set forth on the recorded plat. The utility easements are for the benefit of all owners of the lots in the subdivision. No buildings or other obstructions shall be placed upon any of the utility easements.
- Any structure on any lot in the subdivision shall be of brick, wood or stone construction except that concrete block may be used for foundations, basements walls and fireplaces or in any other place where the block will not be exposed to view from the outside. All homes built on the premises shall have finished living space in the minimum amount of 1,400 square feet.
- One outbuilding shall be allowed on each lot in addition to the residence structure. All outbuildings shall also comply with setback requirements and shall not be in excess of 1,000 square feet and shall not be in excess of one story in height. Outbuildings shall comply with all other building requirements.
- All sewage disposal systems shall meet all current and future requirements of the Hocking County Health Department.
- No trailer, mobile home, double wide or other modular or manufactured home, basement, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No house trailer shall at any time be parked on any lot in the subdivision. This restriction shall not be construed to ban the use of tents, campers, and motor homes by lot owners on a temporary basis. Lot owners shall be permitted to store their personal campers or motor homes at their residence.
- All lots in the subdivision shall be used exclusively for private residential purposes. No businesses or other commercial enterprises shall be conducted on the premises. All buildings constructed on the premises shall be constructed entirely of new materials.
- No non-operable, wrecked or junked vehicles, or other trash shall be kept or stored on the premises. No more than four motor vehicles shall be parked on the premises for a period in excess of 14 days, except for vehicles stored in an outbuilding.
- Any building commenced on any lot in the subdivision shall be completed within one year from the time of the excavation or the commencement of construction.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred or maintained for any commercial purpose. All dogs shall be confined to the lot of the owner and shall not be allowed to roam free.
- No billboards, signs or unsightly objects of any kind shall be maintained on any lot, except for "for sale" signs of the type normally used for such purposes.
- No firearms shall be discharged on the premises.
- All oil, gas, and other mineral rights are reserved by the Harsh Farm Partnership. No entry shall be made on the premises for the extraction of any oil, gas, or other minerals without the express written permission of the owner of any lot, which permission shall be given only at the absolute discretion of the lot owner. The owner of oil gas and other mineral rights may include the lots, or any portion thereof, in a unit for the exploration or drilling of an oil or gas well, but has no rights whatsoever to enter upon the lots for this purpose.

These restrictive use covenants may be enforced by any owner of a lot or lots in the Harsh Farm Subdivision by injunctive relief from a court of equity. Further, a lot owner, found by a court of competent jurisdiction to be in violation of these restrictive use covenants, who received written notice of the violation from the aggrieved party at least fourteen days prior to the filing of the complaint, shall be liable for all of the aggrieved party's reasonable counsel fees incurred in obtaining equitable relief.

The Harsh Farm Partnership  
By: Daniel J. Stohs, managing partner

State of Ohio }  
                  } SS:  
County of Hocking }

The foregoing instrument was acknowledged this 18th day of November 2003, by Daniel J. Stohs, managing partner, on behalf of the Harsh Farm Partnership, an Ohio general partnership.

Notary Public

This instrument was prepared by Daniel J. Stohs, 24525 Goose Creek Rd., South Bloomington, Ohio 43152.

**GENERAL NOTES:**

- Driveway culverts when needed are to be installed by the owners/developers and are subject to all approval procedures of the Hocking County Engineer. Culverts where needed must be properly sized (12" minimum diameter and at least 30 feet long). The maximum driveway slope is 10%.
- Individual sewage disposal facilities and their locations, as well as the location of private water wells, must be approved by, as well as comply with, Hocking County Health Department regulations.
- The developer will insure that electrical and telephone service will be provided in the subdivision.
- Utility easements are reserved 15' in width around all perimeter lines of the subdivision, 15' in width either side of interior lot lines.
- Water bars should be installed on all roadways on sloped hillsides.
- Vegetative cover should be left on site to disrupt rain drop impact on bare, disturbed soils. Trees to be left on site should be clearly marked to avoid damage from equipment during the site preparation, material delivery, and any and all phases of development. The root zone (which extends to just below the crown of the trees), should be flagged off or otherwise marked to keep the roots safe from excessive traffic or from digging.
- Stockpile topsoil in separate piles from subsoil for later use to reestablish vegetative cover after final construction. Place sediment barriers around the topsoil to avoid loss to erosion during construction time.
- Temporarily seed and mulch any denuded areas within 7 days of disturbance if the site is to remain dormant for longer than forty-five days.
- Maintain sediment control practices until completion of the construction phase.
- The area of this subdivision is unzoned.
- All property within Lots 1-7, inclusive of the Harsh Farms Subdivision' is titled to Harsh Farms Partnership by Official Record 78, Page 386.
- No lot shall be graded to create any new slope greater than 1 in 5.
- Lots used for residential buildings only

OWNER: Harsh Farms Partnership  
P.O. Box 305 Logan, Ohio 43138  
DEVELOPER: Harsh Farms Partnership  
P.O. Box 305 Logan, Ohio 43138

SURVEYOR: Seymour & Associates 803 West Hunter St.  
Logan, Ohio 43138,

OWNERS STATEMENT: Situated in Falls Township, Hocking County, Ohio; being part of the Northeast quarter of Section 34, Township 14, Range 17, containing 23.5538 acres; being part of the same tract as conveyed in Official Record 78, Page 386, as recorded in the Hocking County Recorder's Office.

The undersigned hereby certify that the attached plat correctly represents their Harsh Farms Subdivision, a subdivision of lots 1 through 7 inclusive and do hereby accept this plat of the same and dedicate to public use all roads and public areas shown hereon and not heretofore dedicated. The undersigned further agrees that any use or improvements made on the land, shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations of the State of Ohio and County of Hocking for the benefit of themselves and all of the subsequent owners or assigns taking title from, under, or through the undersigned. Easements are reserved where indicated and are for public utility or private access purposes.

IN WITNESS WHEREOF  
have hereunto set their hands this 8 day APRIL, 2004

Witness: *Daniel J. Stohs* Owner: *Daniel J. Stohs*  
*Stohs* managing partner

Owner:

STATE OF OHIO  
COUNTY OF HOCKING

Before me a Notary Public in and for said County personally came DANIEL J. STOHS 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 seal this 8 day of

APRIL, 2004  
*George F. Seymour*  
Notary Public

My Commission Expires Nov. 21 2008

**APPROVALS:**

Mathematically approved this 8<sup>th</sup> day of April 2004 *Wade E. Bowler*  
County Mapping Department

Approved this 13<sup>th</sup> day of April 2004 *Walter P. Shaw*  
County Engineer

Approved this 12 day of April 2004 *Wade H. ...*  
County Sanitarian

Approved this 8<sup>th</sup> day of APRIL 2004 *Michael J. Walsh*  
Chairman - City Planning Comm.

APPROVED 4-8-04 *Andi C. Wyle*  
Acc. Co. Regional Planning

Transferred on tax duplicate this 14<sup>th</sup> day of April 2004  
*Kenneth R. Wilson*  
County Auditor

Filed for record this 14 day of APRIL 2003 at 11:21 A.M.  
Recorded this 14 day of APRIL 2004 in Plat Cabinet 2 at Page 103-104  
File No. 1987 Fee \$ 172.80

*Sandra K. Grack-Hunt*  
County Recorder

200400001987  
Filed for Record in  
HOCKING COUNTY, OHIO  
SANDRA K. LEACH-HUNT  
04-14-2004 At 11:21 am.  
PLAT 172.80  
OR Book 2 Page 103 - 104