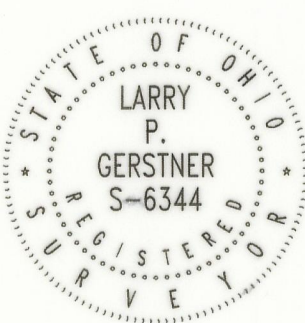


WYNSTONE POINTE SUBDIVISION 31.585 ACRE BOUNDARY SURVEY DESCRIPTION

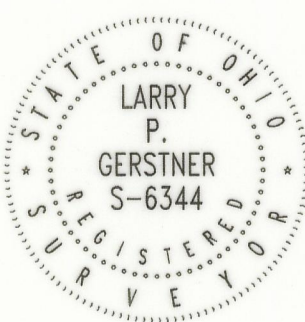
Situated in Good Hope Township, Hocking County, Ohio; being part of Fractional Lot 4 and part of the Northwest quarter of Section 23, Township 13, Range 18; and being more particularly described as follows: Beginning at a stone found at the Southwest corner of the Northwest quarter of Section 23; thence with the West line of County Road 34, Buena Vista Road, thence leaving the West line of Section 23 and with the center of said County Road 34 the following fifteen bearings and distances: 1) North 40 degrees 18 minutes 53 seconds East a distance of 98.79 feet to a PK nail set; 2) North 37 degrees 10 minutes 16 seconds East a distance of 68.31 feet to a PK nail set; 3) North 34 degrees 26 minutes 54 seconds East a distance of 90.98 feet to a PK nail set; 4) North 36 degrees 34 minutes 53 seconds East a distance of 57.79 feet to a PK nail set; 5) North 47 degrees 57 minutes 39 seconds East a distance of 40.89 feet to a PK nail set; 6) North 59 degrees 23 minutes 58 seconds East a distance of 43.10 feet to a PK nail set; 7) North 69 degrees 53 minutes 20 seconds East a distance of 42.75 feet to a PK nail set; 8) North 79 degrees 08 minutes 37 seconds East a distance of 51.79 feet to a PK nail set; 9) North 83 degrees 01 minute 54 seconds East a distance of 92.07 feet to a PK nail set; 10) North 79 degrees 48 minutes 35 seconds East a distance of 55.52 feet to a PK nail set; 11) North 75 degrees 40 minutes 00 seconds East a distance of 64.32 feet to a PK nail set; 12) North 72 degrees 11 minutes 49 seconds East a distance of 104.26 feet to a PK nail set; 13) North 71 degrees 13 minutes 14 seconds East a distance of 64.45 feet to a PK nail set and passing a PK nail set at a distance of 32.85 feet; 14) North 72 degrees 44 minutes 33 seconds East a distance of 56.63 feet to a PK nail set; 15) North 78 degrees 48 minutes 52 seconds East a distance of 54.73 feet to a PK nail set; thence leaving the center of said County Road 34 South 30 degrees 09 minutes 57 seconds East a distance of 331.39 feet to a 6" diameter concrete monument found and passing a 6" diameter concrete monument found at a distance of 26.25 feet; thence North 59 degrees 50 minutes 03 seconds East a distance of 100.00 feet to a 5/8" iron pin set; thence North 30 degrees 06 minutes 06 seconds West a distance of 229.54 feet to a PK nail set in the center of said County Road 34 and passing a 6" diameter concrete monument found at a distance of 273.29 feet; thence with the center of said County Road 34 North 75 degrees 46 minutes 42 seconds East a distance of 83.95 feet to a PK nail set in the West right of way of said County Road 34; thence leaving the center of said County Road 34 and with the West and South right of way of said County Road 34 the following three bearings and distances: 1) South 10 degrees 46 minutes 49 seconds East a distance of 60.00 feet to a 5/8" iron pin set; 2) North 80 degrees 01 minute 29 seconds East a distance of 448.06 feet to a 5/8" iron pin set; 3) South 76 degrees 05 minutes 01 seconds East a distance of 692.27 feet to a 5/8" iron pin set in 6" diameter concrete; thence South 7 degrees 55 minutes 22 seconds West a distance of 750.12 feet to a 5/8" iron pin set in 6" diameter concrete; thence North 83 degrees 05 minutes 52 seconds West a distance of 2060.86 feet to the point of beginning, containing 31.585 acres more or less, and subject to the public easement of County Road 34 and any other public or private easements of record. The above 31.585 acre survey is intended to describe all of a tract as deeded to Stephen C. and Kathryn S. Good, deed references Volume OR 112, Page 487 of the Hocking County Recorder's Office. This survey was based upon information obtained from tax maps, 1880 maps, deed descriptions, previous surveys, existing monumentation, existing fence lines, and existing public roads. The reference bearing for this survey is the West line of Section 23 to the North of this tract on North 6 degrees 52 minutes 05 seconds West. Bearings are based upon an assumed meridian and are to denote angles only. All iron pins set by this survey are 5/8" by 30" and are capped by a 1-1/4" plastic identification cap stamped L.P.G.-6344. The above described property was surveyed by Larry P. Gerstner, Ohio Registered Surveyor No. 6344, on December 15, 1997 and January 20, 1998.



Larry P. Gerstner, P.E., P.S. Registered Surveyor No. 6344

Surveyor's Certification

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



Larry P. Gerstner, P.E., P.S. Registered Surveyor No. 6344

SHARED DRIVEWAY MAINTENANCE AGREEMENT AND DECLARATION OF PRIVATE ACCESS EASEMENT

1. These covenants shall be binding upon and will inure to the benefit of all persons, trustees, corporations, partnerships, administrators, executors, guardians, and other legal entities who own an interest in lots in this subdivision whose access is through the shared driveway of Lots 8 through 13, inclusive. 2. Present and future owners of each of said lots, their heirs, executors, administrators, and assigns, shall have unrestricted use of the within described shared driveway from its beginning to and through each of said owners individual lot(s). 3. Each present and future owner shall share equally in the responsibility for repair, maintenance, and improvement of the shared driveway. 4. Notwithstanding the foregoing, the cost of repair, maintenance, and improvement of the shared driveway shall be divided by the number of lots and that sum shall be assessed against each lot and the owner(s) thereof and shall be known as the "Assessment". Each person or entity owning more than one lot shall pay the amount of the assessment times the number of lots owned. 5. An Association for the repair, maintenance and improvement of the shared driveway area may be created by an affirmative vote of two-thirds (2/3) of the lot owners, with each lot receiving one (1) vote. The Association may adopt by-laws, elect officers, conduct business relating to said shared driveways. Resolutions adopted at a meeting for which at least seven (7) days written notice has been given to each property owner shall be binding upon all of the owners of said lots whether or not they chose to participate in the Association. At said meetings each lot share has one vote and votes may be cast by proxy. Those members present at the meeting, either in person or by proxy shall constitute a quorum for conducting business to come before the Association. 6. The Association shall have the right to assess a Late Charge of five percent (5%) on assessments more than fifteen (15) days overdue and charge statutory interest on unpaid assessment balances. Further, the Association may bring suit to enforce the collection of unpaid assessments more than sixty (60) days overdue, and, in addition, recover all cost, interests, and reasonable attorney fees expended thereon. 7. THIS DECLARATION AND AGREEMENT is made and entered into at Logan, Ohio, this 16th day of SEPTEMBER, 1998 by and between all of the owners of the tracts described below: Lots 8 through 13, inclusive of Wynstone Pointe Subdivision. A shared driveway easement of ingress and egress is described and illustrated above and shall be binding upon and shall inure to the benefit of all subsequent grantees, their respective heirs, successors, and assigns. By declaring this access easement, the owners of the subject parcels do for themselves, and for their grantees, respective heirs, successors, and assigns, agree to take permanent responsibility for the maintenance, repair, and upkeep of the subject driveway/easement. Therefore, at no time shall the current or future parcel owners seek to force Good Hope Township, Hocking County, or the State of Ohio to assume ownership or responsibility for the said driveway/easement. Easements that meet the standards included in the Hocking County Subdivision Regulations may be dedicated as public roads as part of Subdivision plats or according to other procedures outlined in the Ohio Revised Code only if all parties, including the County and the Township, agree to said dedication. This declaration agreement may be modified or superseded so long as said modification or superseding agreement is in writing, approved by the unanimous consent of all parcel votes, and that said modifications or superseding agreements meet all conditions set out in Sections 4.35 to 4.52 inclusive Hocking County Subdivision Regulations. Also, said modifications or superseding agreements shall not remove any other restrictions which may have been required by the Hocking County Planning Commission. Each modification or superseding agreement shall be recorded in the Hocking County Recorder's Office, Logan, Ohio.

IN WITNESS THEREOF Stephen C. Good and Kathryn S. Good have hereunto set their hands this 16th day of SEPTEMBER, 1998

Witness: Susan R. Rennie, Owner: Stephen C. Good, Sharon D. Burgess, Kathryn S. Good

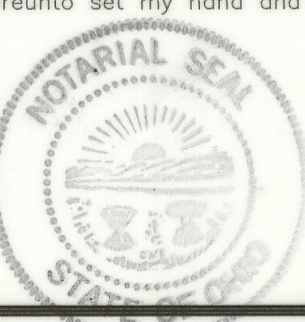
STATE OF OHIO; COUNTY OF HOCKING

Before me a Notary Public in and for said County personally came Stephen C. Good and Kathryn S. Good 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 16th day of SEPTEMBER, 1998

Susan R. Rennie, Notary Public

My Commission Expires MARCH 19, 2000



RESTRICTIONS

- 1) 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 automatically extend for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, which agrees to change such covenants in whole or in part. 2) All sales or leases of lots in this subdivision shall be made subject to the following restrictions as are applicable to the use of the same. 3) These restrictions are made for the benefit of any and all persons who now may own property or who may hereafter own property in Wynstone Pointe Subdivision and such persons are specifically given the right to enforce these restrictions and reservations. 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 occurring 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) No more than one single dwelling house not to exceed two and one-half stories in height and a private 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 the size of the home and must be of similar construction of the existing home and not over 1 story in height and such building along with the dwelling house shall be maintained in an attractive condition. 7) The ground floor area of any dwelling house, exclusive of open porches and garages, shall not be less than one thousand four hundred square feet for one story dwelling nor less than seven hundred square feet for dwellings of more than one story. Any dwelling's width shall be not less than 36 feet. No dwelling shall be permitted on any lot such that the construction cost based upon cost levels prevailing on date of recording of this plat is less than \$135,000.00. 8) No dwelling house or other structure shall be erected upon said premises without the plans and specifications and building contractor therefore having been first submitted to and approved by Stephen C. Good, Good Builders, Inc. 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 Stephen C. Good, Good Builders, Inc. 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 Wynstone Pointe is placed of record. 9) All construction and materials used on said premises shall meet FHA standards. 10) No dwelling or building shall be permitted closer than the platted building front set back line nor closer than fifteen feet from any other lot line. For purposes of this covenant eaves, steps, and open porches shall not be considered part of a building. 11) 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 work shall be permitted or shall be 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. 12) No structure of a temporary character; i.e., trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. 13) 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. 14) No home heating systems in said addition shall be fired by coal or any other substance which will omit soot or other solid debris into the atmosphere provided however, the use of such fuel in fireplaces is not prohibited. 15) 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. 16) No intoxicating liquors or beer shall be manufactured for sale, kept for sale, or sold on said premises. 17) 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 commercial purposes. 18) No fence shall be built over six feet in height and shall be of open or ornamental nature. 19) 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. 20) All unimproved lots in said addition shall be mowed at least twice each summer. All weeds on improved lots shall be kept mowed. 21) No non-operable wrecked or junked cars shall be stored on any of said lots for a period in excess of fourteen days. 22) Said premises or any building erected thereon shall not at any time be used for the purpose of any trade, business, or any manufacture. 23) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

GENERAL NOTES:

- 1) 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 (15" minimum diameter and at least 30 feet long). The maximum driveway slope is 10%. 2) 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. 3) The developer will insure that electrical and telephone service will be provided in the subdivision. Service is now available along Buena Vista Road. 4) All lots depicted hereon are to be used for residential purposes only. 5) Utility easements are reserved 10.0' in width around all perimeter lines of the subdivision; 5.0' in width either side of interior lot lines, and 30' in width from the road centerline. 6) Water bars should be installed on all roadways on sloped hillsides. 7) 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. 8) 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. 9) 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. 10) Maintain sediment control practices until completion of the construction phase. 11) The area of this subdivision is unzoned. 12) All property within Lots 1-14, inclusive of the Wynstone Point Subdivision is titled to Stephen C. Good and Kathryn S. Good by deed Volume OR 112, Page 487. 13) No additional acreage adjacent to this plat is owned or is intended to be developed by Stephen C. Good and Kathryn S. Good or Good Builders, Inc. 14) No lot shall be graded to create any new slope greater than 1 in 5. 15) All lots to have a front setback line of 50 feet except lots 6, 8, and 11 which will have a front setback beyond the 60' access strip.

OWNERS: Stephen C. Good & Kathryn S. Good 35280 Linton Road, Logan, Ohio 43138

DEVELOPERS: Good Builders, Inc. 35222 Linton Road, Logan, Ohio 43138

ENGINEER: Larry P. Gerstner, 9 East Second Street, Suite A, Logan, Ohio 43138, (614) 385-4260

SURVEYOR: Larry P. Gerstner, 9 East Second Street, Suite A, Logan, Ohio 43138, (614) 385-4260

OWNERS STATEMENT: Situated in Good Hope Township, Hocking County, Ohio; being part of Fractional Lot 4 and part of the Northwest quarter of Section 23, Township 13, Range 18, containing 31.585 acres; being the same tract as conveyed in Volume Official Record 112, Page 487 as recorded in the Hocking County Recorder's Office. The undersigned Stephen C. Good and Kathryn S. Good hereby certify that the attached plat correctly represents their WYNSTONE POINTE SUBDIVISION, a subdivision of lots 1 through 14 inclusive and do hereby accept this plat of the same and dedicate to public use all roads and public areas as shown hereon and not heretofore dedicated. The undersigned further agree 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 THEREOF Stephen C. Good and Kathryn S. Good have hereunto set their hands this 16th day of SEPTEMBER, 1998

Witness: Susan R. Rennie, Owner: Stephen C. Good, Sharon D. Burgess, Kathryn S. Good

STATE OF OHIO; COUNTY OF HOCKING

Before me a Notary Public in and for said County personally came Stephen C. Good and Kathryn S. Good 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 16th day of SEPTEMBER, 1998

Susan R. Rennie, Notary Public

My Commission Expires MARCH 19, 2000



APPROVALS:

Mathematically approved this 30th day of SEPTEMBER 1998, Audie P. Wolfe, County Mapping Department

Approved this 14th day of DECEMBER 1998, William R. Shaw, County Engineer

Approved this 14th day of DECEMBER 1998, Michael H. Moore, R.S., County Sanitarian

Approved this 15th day of DEC 1998, Greg Steiner, Chairman, Regional Planning Comm.

Approved this 15th day of DEC 1998, Robert Handman, President, County Commissioners

Approved this 15th day of DEC 1998, Fred C. Hawk, County Commissioner

Approved this 15th day of DEC 1998, Greg Steiner, County Commissioner

Transferred on tax duplicate this 15th day of DECEMBER 1998, Kenneth R. Wilson, County Auditor

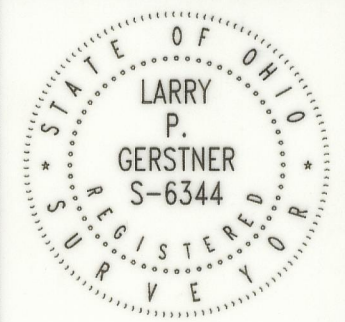
Filed for record this 15th day of DECEMBER 1998 at 12:22 Pm

Recorded this 15th day of DECEMBER 1998 in Plat Cabinet 2 at Page 31-32 File No. 9800007339 Fee \$ 86.40

2520 5-26-2000 Amend Restr. ORV365 P.126 Donna R. Spear, County Recorder

LARRY P. GERSTNER ENGINEERING & SURVEYING 9 East Second Street, Suite A, Logan, Ohio 43138 (740) 385-4260

WYNSTONE POINTE SUBDIVISION BUENA VISTA ROAD ROCKBRIDGE, OHIO SURVEY DESCRIPTION & NOTES



Larry P. Gerstner, Ohio P.E. #39713 Ohio P.S. #6344

Table with 2 columns: REVISIONS, DATE. Rows: 4/02/98, 8/27/98, 9/15/98

SCALE: N/A

JOB NO. 1300 DRAWN BY: DATE 3/24/98

