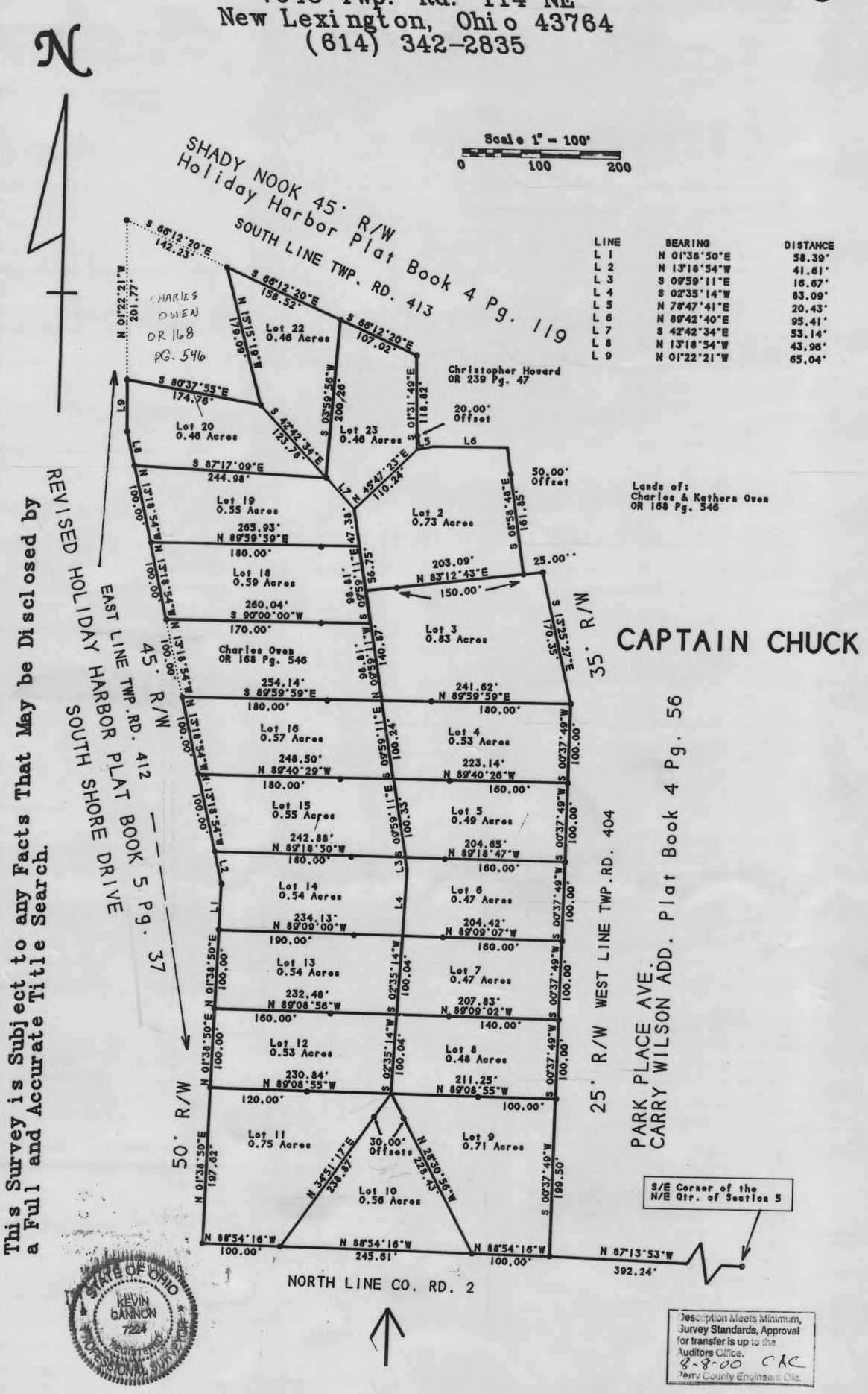
See Amended Plat For Restrictions
Plat Book 5 Pg. 202
Slot # 341

P.B. 5 P.169
314

DRIFTWOOD ADDITION

Cannon Land Surveying
7945 Twp. Rd. 114 NE
New Lexington, Ohio 43764
(614) 342-2835



LINE	BEARING	DISTANCE
L1	N 01°38'50"E	58.39'
L2	N 13°18'54"W	41.61'
L3	S 09°59'11"E	16.67'
L4	S 02°35'14"W	83.09'
L5	N 78°47'41"E	20.43'
L6	N 89°42'40"E	95.41'
L7	S 42°42'34"E	53.14'
L8	N 13°18'54"W	43.96'
L9	N 01°22'21"W	65.04'

Bearings Shown Hereon are to an Assumed Meridian and Are Used to Denote Angles Only.
Data References: U.S.G.S. Maps, Tax Maps, Deed Descriptions, and Existing Monumentation.
This Survey is Subject to any Facts That May be Disclosed by a Full and Accurate Title Search.

STATE OF OHIO
KEVIN CANNON
7224
REGISTERED
PROFESSIONAL SURVEYOR

Description Meets Minimum, Survey Standards, Approval for transfer is up to the Auditors Office.
8-8-00 CAC
Perry County Engineers Ofc.

Kevin Cannon
Reg. # 7224

8/8/00
Date

Survey For: Chuck Owen
State: Ohio
County: Perry
Township: Thorn
T- 18 R- 17 Lot: N/A
Section: 5
City or Village: N/A
Subdivision: N/A

Legend

- ● Iron Pin Set 5/8" Rebar W/Cap
- ○ Iron Pin Found
- ⊗ Post
- ▲ R.R. Spike Set
- △ R.R. Spike Found
- ◎ Drilled Hole 5/8"
- ■ Stone Found
- ⊙ PK Nail Set
- ◉ PK Nail Found
- ×—× Fence
- → Basis Of Bearings

Driftwood Addition Deed Restrictions

FOR LOTS 4 thru 16

In pursuance of a general plat for the protection, benefit and mutual advantage of the property hereinabove described and the Parent tract from which said premises were taken, and for all of the person who may now or here after become owners of any part of such properties, and as part of the consideration for the conveyance, the grantee accepts the same subject to the following restrictions, covenants, and conditions, which shall run with the land:

1. There will be no sewage disposal on these lots other than those offered by public utilities. Thus no residential dwellings may be considered until this public utility is offered.

2. The premises shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on the premises other than one single family dwelling not exceeding two stories, together with an attached private garage for not less than two cars. Additional detached out buildings will be permitted as long as they are built out of the same materials as the dwelling.

3. No mobile homes or trailer coaches shall be used as a residance, but self containing vehicles may be used as temporary shelters for the elements until such time that public water and sewer is available.

4. No structure of a temporary character, basement, shack, garage, or other out building shall be used on any lot or lots at anytime either temporarily or permanently. Any Garage shall be constructed at the same time or subsequent to the construction of the house that it is intended to serve. Use wood, brick, tile, stone, or stucco. No aluminum or vinyl siding permitted. Plans must be submitted to and approved in writting by the grantors or there successors in interest, before any dwelling, house, or structure shall be erected.

Grantors, or there successors in interest, have the right to refuse the design, materials, size, color, or location for any structure or thing if the grantors, of there successors in interest, determine that the same will not be architecturally or aesthetically consistent with the surrounding building, structures, or thing in the neighborhood. In the event the grantors, or there successors in interest, fail to approve or disapprove, any such plans and specification within thirty (30) days after those items have been submitted or approval, the same shall to deemed approved.

5. Any dwelling, and its attached garage, shall be substantially completed (as hereinabove provided) within one year for the date the same shall have been commenced.

6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any parcel, except that cats, dogs, or other household pets may be kept with a limit of three pets. No animals may be kept, bred, or maintained for commercial purposes or in such a manner as to become an annoyance of nuisance to the neighborhood. All animals that are kept on the premises shall be confined or restrained to prevent their trespass onto other land in the neighborhood.

7. No dwelling, house, or structure shall be erected within twenty five (25) feet of the street or ten (10) feet of the side property line and minimum set back of fifteen (15) feet unless otherwise approved by grantor.

8. Dwellings shall have a minimum of 1200 square feet of finished floor area. The before mentioned sqare footage requirements refer to heated, liveable area exclusive of basements, porches, and garages.

9. No outer storage of any inoperative or unlicensed motorized are permitted. No commercial enterprise or activity is permitted. Storage of mobile equipment, including boat and boat trailers, must be in a garage.

10. All discared personal effects, debris, wast, and garbage shall be removed from the premises.

11. All docks and sea walls have to be constructed with new material, pressurized lumber, vertical aluminum, or rip rap. No penta or creosote treated lumber can be used. All docks constructed must be internal to the existing shore lines so as not to obstruct the water ways.

12. No billboards, signs, or advertising devise of any kind shall be erected, placed of suffered to remain on the premises except for one sign of not more than five square feet advertising the property for sell or rent, and promotional signs used by a builder during the construction period.

13. The grantee, or the heirs and assigns of the grantee, shall not convey or otherwise alienate the premises or any interest therein, unless such instrument of conveyance shall expressly provide that the person or persons recieving the same shall except and be bound by the terms and obligations herein expressed. At or before the time of conveyance, the person or persons recieving the instrument of conveyance shall recieve from the party making such conveyance a copy of these restrictions.

14. These covenants shall be binding on all parties and all persons claiming under them for a perion of ten (10) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the grantors, or their successors in interest, has been recorded changing said covenants in whole or in part.

15. Enforcement of these restrictions may be by proceedings at law or in equity or both, against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restrictions or to enforce any restriction shall be considered a waiver of the right to do so thereafter, either as to the same or subsequent violations. Any part bringing an action to enforce these restrictions, either in law or in equity, may recover his, her, or their reasonable cost in doing so, including reasonable attorney fees.

16. Invalidation of any of these restriction by the judgment or decree of any court shall not effect the other restrictions, which shall remain in full force and effect.

17. These covenants run with the land, and shall be binding on all parties and all persons claiming under them.

Driftwood Addition Deed Restrictions

FOR LOTS 2, 3, 18, 19, 20, 22 & 23

This deed of restrictions is made this _____ day of _____, 1999, by and between all grantors and grantees hereafter.

The restrictions hereby imposed upon the use of said property of the grantors, and the acts which said grantors so covenant to do and refrain from doing upon their said property in connection therewith are as shall be as follows

1. The property herein described shall be kept in its natural state. As herein used, the term " natural state " is intended to mean at no permanent homes or billboards of any kind shall be placed or erected on the property, unless otherwise expressly provided hereunder. Duck blinds, wildlife statuaries (duck houses), and other recreational items may only be added with the approval of the grantor.

2. There shall be on or in the property no fillings, excavating, removal of top soil, sand, gravel, rock, minerals, or other materials nor any building of roads or change in the topography of the land in any manner, other than caused by the forces of nature or as approved by county of engineer, as reserved hereafter.

3. Herbicides or pesticides may only be used within the prescribed methods approved by the ODNR divisions of natural areas and preserves.

4. No power transmission lines may be erected, nor any interests in the easement property shall be granted for this purpose, other than for recreational use. Such an interest in said property is sufficient to prohibit the exercise of power of eminent domain by public utility, company and any other body or person. The grantors reserve the right and easement on the real property to maintain and repair existing telephone, electric, water, wells, or other.

NOTE: Utility lines or mains needed to provide for the needs of the grantor, their successor or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the grantors and grantee. Upon completion, the area shall be restored to its previous state or as near as practial.

5. The lands shall at all times be kept free of garbage, trash, and machinery, and no other unsightly material shall be allowed to accumulate or be stored there on, except grantors shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by person acting without the grantors consent.

6. The grantor reserves the right to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the grantees have not eliminated said violations, the grantor may remove or eliminate, at the expense of the landowner, any violation by grantees of the easement. The grantor or his authorized representative may enter upon said lands for the purpose of inspection.

7. The grantor reserves the right to post or clearly mark the boundaries of said site.

The lands of the grantors, hereinabove referred to and to which the provisions of this instrument apply, are situated in the Township, of Thorn, County of Perry, State of Ohio, being part of Charles & Kathern Owen OR 168 Pg 546 and described as follows:

Beginning at an iron pin found at the Southeast Corner of the Northeast Quarter of Section 5; thence North 87 Degrees 13 Minutes 53 Seconds West 392.24 feet to an iron pin set and the place of beginning; thence along the North Line of Co. Rd. 2 North 88 Degrees 54 Minutes 16 Seconds West 445.61 feet to an iron pin set; thence along the East Line of Twp. Rd. 412 North 01 Degrees 38 Minutes 50 Seconds East 456.01 feet to an iron pin set; thence along said road North 13 Degrees 18 Minutes 54 Seconds West 241.61 feet to an iron pin set; thence South 89 Degrees 59 Minutes 59 Seconds East 254.14 feet to a point in the lagoon, passing an iron pin set at 180.00 feet; thence North 09 Degrees 59 Minutes 11 Seconds West 98.81 feet to a point; thence South 90 Degrees 00 Minutes 00 Seconds West 260.04 feet to an iron pin set, passing an iron pin set at 90.04 feet; thence along Twp. Rd. 412 North 13 Degrees 18 Minutes 54 Seconds West 243.96 feet to an iron pin found thence North 01 Degrees 22 Minutes 21 Seconds West 65.04 feet to an iron pin set; thence South 80 Degrees 37 Minutes 55 Seconds East 174.76 feet to an iron pin set; thence North 15 Degrees 15 Minutes 19 Seconds West 179.09 feet to an iron pin set; thence along the South line of Twp. Rd. 413 South 68 Degrees 12 Minutes 20 Seconds East 265.54 feet to an iron pin found; thence South 01 Degrees 31 Minutes 49 Seconds East 118.82 feet to a point in the lagoon, passing an iron pin found at 98.82 feet; thence along said lagoon North 78 Degrees 47 Minutes 41 Seconds East 20.43 feet to a point; thence North 89 Degrees 42 Minutes 40 Seconds East 95.41 feet to a point; thence leaving said lagoon South 08 Degrees 58 Minutes 48 Seconds East 161.85 feet to an iron pin found, passing an iron pin set at 50.00 feet; thence North 83 Degrees 12 Minutes 48 Seconds East 25.00 feet to an iron pin set; thence along the West Line of Twp. Rd. 404 South 13 Degrees 25 Minutes 27 Seconds East 170.35 feet to an iron pin found; thence South 00 Degrees 37 Minutes 49 Seconds West 699.50 feet to the place of beginning, containing 11.25 acres, more or less, subject to all legal highways and easements.

Iron pins set are 5/8 inch rebar with plastic identification caps stamped CLS 7224.

Bearings are based on the North Line of Twp. Rd. 2 as being North 88 Degrees 54 Minutes 16 Seconds West.

See Plat attached.

This description was written from a survey made by Kevin Cannon 7224, August 1, 2000.

Kevin Cannon
Reg. No. 7224

8/8/00
Date

STATE OF OHIO
KEVIN CANNON
7224
REGISTERED
PROFESSIONAL SURVEYOR

Situated in Section 5, Twp. Thorn, T- 18, R-17, Perry County, Ohio, Containing 11.82 Acres, being the same tract as conveyed to Charles & Kathern Owen OR 168 Pg. 546.
The undersigned Charles & Kathern Owen hereby certify that the attached plat correctly represents their lands as subdivisions of Lots 2 THRU 23 inclusive, and do hereby accept this plat of same and dedicate to public use as such all parts of the roads, boulevards, cul-de-sacs, reserve/easements for future access, parks, platting strips, etc., shown dedicated.

The undersigned futher agrees that any use of improvements made on this land shall be in conformity with all existing valid zoning, platting, health, or other lawful rules and regulations including the applicable off-street parking and loading requirements of Perry County, Ohio, for the benefit of himself/herself and all other subsequent owners or assigns taking title from, under, or through the undersigned.

In witness thereof 8 day of Aug. 2000.

Witness _____ Signed _____

Witness _____ Signed _____

We do hereby certify that we have surveyed the premises and prepared the attached plat is correct.

Kevin Cannon P.S. # 7224

8/8/00
Date

STATE of OHIO, COUNTY OF PERRY
Before me, a Notary Public in and for said State personally appeared Charles + Kathy E Owen who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for use and purposes therein expressed.
In witness thereof, I have hereunto set hand affixed by official seal this 8th day of August, 2000.

By: _____
My Commission Expires: 4-2-03

Township Zoning Approval this _____ day of _____, 2000.

Twp. Clerk or Zoning Inspector

Approved this _____ day of _____, 2000.
Perry County Engineer

(NOTE: One or more of the next two must be on the plat, depending on the jurisdiction of the site: Perry County Board of Health, and Perry County Sanitary Engineer. If public water and Sewer are to be used at the time of development, the plat need not be signed by the County Board of Health.)

Aproved this 8 day of Aug. 2000
Perry County ~~Health~~ Commissioner: _____ San Eng.

Aproved this 8 day of _____, 2000
Perry County Engineer: _____

Aproved this 8 day of Aug. 2000.
Perry County planning commission: Frank T Carroll

Aproved this 8 day of Aug. 2000.
Perry County Commissioners: John Alter
Mick Beaver

(NOTE: Approval of this plat by the Perry County County Commissioners does not constitute an acceptance of the dedication of any public street, road, or highway dedicated on such a plat. Section 711.04 and 711.041 of the OHIO REVISED CODE.)

Transferred this 16th day of August. 2000.
Perry County Auditor: Joseph M. Hockenson

File for record this 16th day of August. 2000 at 11:40 (AM PM)

Recorded this 16th day of August 2000. In Plat Book 5 Pg. 169
SLOT # 314

Perry County Recorder: Barbara J. Fox

200000004679
Filed For Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
On 08-16-2000 At 11:40 am.
PLAT 45.00

P.B. 5 P.169
SLOT 314