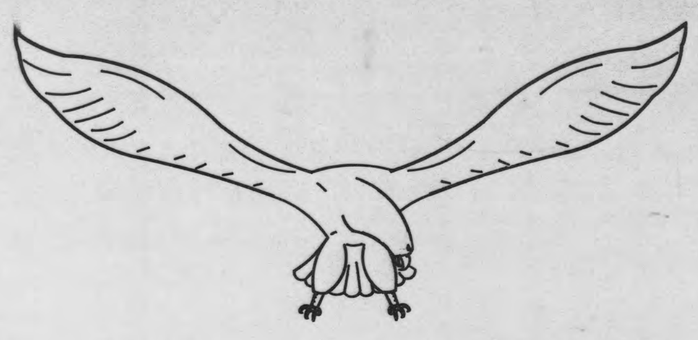
PLAT BK 5 P180
SLOT-325

WILD WINGS PHASE ONE



Situated in section 5 , Township 18 , Range 17 , Perry County, Ohio.
Containing 53.193 acres and being the same tract as conveyed to
MARK HOWDYSHELL TRUST and described in the Deed Book Perry County, Ohio. OR. 217 pg. 892
CHARLES + KATHY OWEN OR 265 Pg. 74

The undersigned Charles & Kathy Owen hereby certify that the attached plat correctly represents their lands, a subdivision of lots 101 to 165 inclusive, and do hereby accept this plat of the same and dedicate to public use as such all parts of the roads, boulevards, cul-de-sacs, reserves/easements for future access, parks, platting strips, etc., shown dedicated.

The undersigned further 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 27 day of July , 2000 .

witness [signature] signed [signature] CHARLES OWEN JR.

witness [signature] KENTON C. CANNON signed Kathy & Owen

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

By : [signature]
Registration Number : 7675
July 19, 2001

STATE OF OHIO
STEVEN D. WALTON
S-7675
REGISTERED
PROFESSIONAL SURVEYOR

STATE OF OHIO, COUNTY OF PERRY

Before me, a notary public in and for said State personally appeared Charles + Kathy Owen , who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for use and purposes therein expressed.

In witness whereof, I have hereunto set hand and affixed by official seal this day of July 27 , 2000 .

By : Kim L. Beach
My Commission Expires : 4-2-03

Township Zoning Approval this 26 day of July , 2000
[signature]
Township Clerk or Zoning Inspector
DENNIS LAVENDAR

County Engineer Approved this 13 day of July , 2000 .
[signature]
Perry County Engineer
KENTON C. CANNON

County Sanitary Enngineer Approved this 27 day of July , 2000 .
[signature]
Perry County Sanitary Engineer
KENTON C. CANNON

County Engineer Approved this 13 day of July , 2000 .
[signature]
Perry County PLANNING COMISSION

County Commissioners Approved this 13 day of July , 2000 .
Perry County Commissioners
[signature]
[signature]
[signature]

RESTRICTIONS

In pursuance of a general plan 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 persons who may now or hereafter become owners of any part of such properties, and as part of the consideration for this conveyance, the grantee accepts the same subject to the following restrictions, convenants, 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 residence, but self–contained vehicles may be used as temporary shelters from the elements until such time that public water and sewer is available.

4. No structure of a tempory character, basement, shack, garage, or other out–building shall be used on any lot or lots at any time 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 writing by the grantors or their successors in interest, before any dwelling , house, or structure shall be erected.

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

5. Any dwelling, and its attached garage, shall be substantially completed (as hereinabove provided) within one year from 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 is such a manner as to become an annoyance or 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 dewelling, 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 1,200 square feet of finished floor area. The before mentioned square footage requirements refer to heated, liveable area, exclusive of basements, porches, and garages.

9. No outdoor storage of any inoperative or unlicensed motorized vehicles are permitted. No commercial enterprise or activity is permitted. Storage of mobile equipment, including boats and boat trailers, mustbe in garage.

10. All discarded personal effects, debris, waste, and garbage shall be removed from premises.

11. All docks and seawalls 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 shorelines so as not to obstruct the waterways.

12. No billboards, signs, or advertising devise of any kind shall be erected, placed or suffered to remain on the premises except for one sign of not more than five square feet advertising the property for sale or rent, and promotional signs used by a builder during 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 receiving the same shall accept and be bound by the terms and obligations herein expressed. At or before the time of conveyance, the person or persons receiving the instrument of conveyance shall receive 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 period 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, and the grantee, or the grantee's 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 be 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 costs in doing so, including reasonable attorney fees.

16. Invalidation of any of these restrictions by the judgement or decree of any court shall not affect 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.

200100004801
Filed for Record in
PERRY COUNTY, OHIO
BARBARA J. FOX
08-07-2001 11:32 am.
PLAT 86.40

200100004801
CHARLES OWEN

Instrument	Book	Page
200100004801	0	1

Transfered this 3rd day of August , 2001 .
[signature]
Perry County Auditor

File For record this 7 day of August , at 11:32 . (AM) - PM)

Recorded this 7 day of August , 2001 in Plat Book 5
Page number 180, 181 .
Slot 325, 326
[signature]
Perry County Recorder

SHEET TWO OF TWO

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SLOT-325