# **SCENIC VIEW SUBDIVISION**

SECTION #17 & SECTION #18, TOWNSHIP 13, RANGE 14, BEARFIELD TOWNSHIP, PERRY COUNTY, OHIO

PARCEL DESCRIPTION

BEING A PART OF THE NORTHWEST QUARTER OF SECTION #17 AND A PART OF THE NORTHEAST QUARTER OF SECTION #18, BOTH IN TOWNSHIP 13, RANGE 14, BEARFIELD TOWNSHIP, PERRY COUNTY, OHIO. ALSO BEING THE PROPERTY OF COUNTRYTYME LAND SPECIALISTS, LTD OF OFFICIAL RECORD BOOK 498, PAGE 872 AND OFFICIAL RECORD BOOK 504, PAGE 32 (AUDITOR'S PARCEL #010000220000) OF THE PERRY COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION #18; THENCE N 86° 48' 00" W 1671.19 FEET, IN THE MID LINE (east & west) OF SECTION #18, TO AN IRON PIN SET, PASSING IRON PINS SET AT 285.00 FEET, 415.00 FEET, 805.00 FEET, 1251.19 FEET AND 1358.44 FEET; THENCE, LEAVING THE MID LINE OF SECTION #18, N 2° 15' 55" E 1393.42 FEET TO AN INACCESSIBLE POINT IN A RAVINE, PASSING AN EXISTING IRON PIN AT 11.94 FEET AND PASSING IRON PINS SET AT 348.02 FEET, 571.94 FEET, 603.23 FEET AND 693.23 FEET: THENCE S 87° 31' 45" E 1675.96 FEET TO AN EXISTING IRON PIN IN THE EAST LINE OF SECTION #18, PASSING EXISTING IRON PINS AT 79.58 FEET AND 334.30 FEET AND PASSING IRON PINS SET AT 516.54 FEET, 916.54 FEET, 1235.96 FEET AND 1530.96 FEET; THENCE S 2° 28' 02" W 46.46 FEET, IN THE EAST LINE OF SECTION #18, TO AN IRON PIN SET; THENCE, LEAVING SECTION #18 AND ENTERING INTO SECTION #17, S 86° 11' 23" E 1295.83 FEET TO AN IRON PIN SET. PASSING IRON PINS SET AT 220.00 FEET AND 680.00 FEET; THENCE S 3° 52' 44" W 437.41 FEET TO A POINT IN AN EXISTING POND; THENCE S 46° 01' 21" E 290.42 FEET TO A POINT IN SAID EXISTING POND; THENCE S 89° 27' 15" E 199.30 FEET TO AN EXISTING IRON PIN, PASSING AN EXISTING IRON PIN AT 156.32 FEET; THENCE N 78° 16' 08" E 354.50 FEET TO A POINT IN STATE ROUTE #13, PASSING AN IRON PIN SET AT 317.00 FEET: THENCE S 10° 34' 43" E 324.52 FEET, IN STATE ROUTE #13, TO A POINT; THENCE, LEAVING STATE ROUTE #13, S 82° 10' 00" W 473.01 FEET TO AN IRON PIN SET, PASSING AN IRON PIN SET AT 35.00 FEET; THENCE S 7° 50' 00" E 430.06 FEET TO AN IRON PIN SET IN THE MID LINE (east & west) OF SECTION #17, PASSING AN IRON PIN SET AT 300.00 FEET; THENCE N 86° 48' 00" W 1729.95 FEET, IN THE MID LINE (east & west) OF SECTION #17. TO AN IRON PIN SET MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION #17 AND THE PLACE OF BEGINNING OF THIS 104.27 ACRES PARCEL, PASSING IRON PINS SET AT 459.95 FEET, 759.95 FEET, 1144.95 FEET AND 1384.95 FEET.

THE PARCEL AS DESCRIBED CONTAINS 104.27 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, ALL RESTRICTIONS AND ALL EASEMENTS OF RECORD.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE MID LINE (east & west) OF SECTION #17 AS BEING N 86° 48' 00" W.

THE RIGHT OF WAY WIDTH OF STATE ROUTE #13 IS ASSUMED TO BE 60 FEET

#### **CERTIFICATE OF SURVEYOR**

ALL DIMENTIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND THE SUBDIVISION LAWS OF THE COUNTY OF PERRY AND STATE OF OHIO GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND, AND THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT THE PLAT REPRESENTS A SURVEY MADE BY ME AND THAT ALL MONUMENTS INDICATED THEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

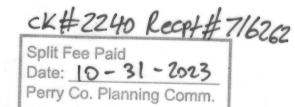
ALL IRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL RODS WITH PLASTIC IDENTIFICATION CAPS MARKED "KNISLEY 7231"



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I, THE UNDERSIGNED, MARK GRAHAM, OWNER AND ALL PARTIES WITH ANY RIGHT, TITLE OR INTEREST IN THE REAL ESTATE SHOWN HEREON. HEREBY CERTIFY THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN, THAT SAID LOTS ARE NUMBERED 1 THROUGH 23. INCLUSIVELY, AND THAT THE FOREGOING SUBDIVISION HAS BEEN NAMED "SCENIC VIEW SUBDIVISION". RESTRICTIVE COVENANTS IN THIS SUBDIVISION ARE DESCRIBED HEREON AND SHALL APPLY TO ALL FUTURE OWNERS OF ANY LOT OR LOTS IN THIS SUBDIVISION WHETHER SPECIFIED IN EACH INDIVIDUAL CONVEYANCE OR NOT.

MARK GRAHAM

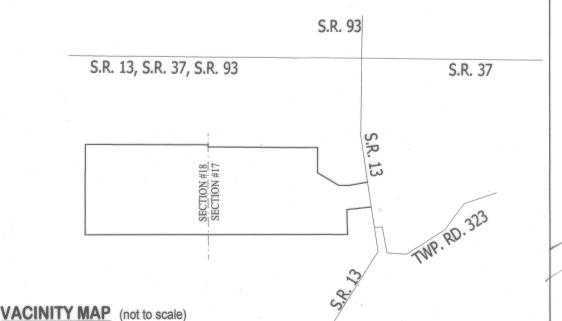


### <u>ACKNOWLEDGEMENT</u>

STATE OF OHIO, COUNTY OF PERRY

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARK GRAHAM WHO ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT THAT HE DID EXECUTE THIS INSTRUMENT AND THAT IT WAS HIS FREE ACT AND DEED. IN TESTIMONY THEREOF, I HERETO SUBSCRIBE MY NAME AND AFFIX MY OFFICIAL SEAL THIS 13 DAY OF October

MY COMMISSION EXPRES: July 24 2024



APPROVED THIS?

APPROVED THIS 13 DAY OF November PERRY COUNTY COMMISSIONER PERRY COUNTY COMM

PERRY COUNTY COMMISSIONER

PERRY COUNTY BOARD OF HEALTH APPROVED THIS 13 DAY OF November

PERRY COUNTY AUDITOR

202300004325 Filed for Record in PERRY COUNTY, OHIO JACKIE HOOVER, RECORDER 11/20/2023 08:03 AM PLAT SMALL BOOK: 506 PAGE: 878 PAGES: 2

80.00

#### **DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS**

COUNTRYTYME LAND SPECIALISTS LTD., HEREIN AFTER REFERRED TO AS "DECLARANT", HEREBY DECLARES THAT THE SCENIC VIEW SUBDIVISION SHALL BE HELD, SOLD, CONVEYED AND OCCUPIED SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS, WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUES AND DESIRABILITY OF, AND WHICH SHALL RUN WITH, THE LAND AND EACH PART THEREOF, AND BE BINDING ON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND AND EACH PART THEREOF, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DECLARANT, EACH LOT OWNER, AND THE RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS OF THE DECLARANT AND EACH LOT OWNER.

1- NO GARAGE. UNFINISHED DWELLING, TRAVEL-TRAILER OR TENT SHALL AT ANY TIME BE USED AS A PRIMARY RESIDENCE.

2- CAMPING IS PERMITTED ON THE LOTS, HOWEVER, SHALL BE LIMITED TO NO MORE THAN 6 CONSECUTIVE MONTHS DURING A 12 MONTH PERIOD. (LONGER TERMS WILL BE CONSIDERED RESIDENCES)

3- SINGLE WIDE MANUFACTURED DWELLINGS SHALL NOT BE PLACED ON ANY LOT FOR ANY REASON. 4- MANUFACTURED DWELLINGS PLACED ON THE PROPERTY MUST BE NEW AT THE TIME OF PLACEMENT.

5- NO STRUCTURES SHALL BE BUILT WITHIN TEN (10) FEET OF ANY SURVEY BOUNDARY LINE.

1- NO NOXIOUS OR OFFENSIVE TRADE SHALL BE CARRIED ON UPON ANY LOT.

2- LOT OWNERS SHALL BE PERMITTED TO BUILD MULTIPLE CABINS ON THEIR LOT FOR THE PURPOSE OF OPERATING A TRANSIENT RECREATIONAL CABIN RENTAL BUSINESS.

1- NO NUISANCE OR OBNOXIOUS CONDITION SHALL BE MAINTAINED ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO JUNK, SCRAP, PAPER, OR DEBRIS OF ANY KIND OR OTHER UNSIGHTLY CONDITIONS. NO TRACT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH OR TRASH, GARBAGE, TRASH, OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL INCINERATORS OR OTHER DEVICES FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

2- AUTOMOTIVE AND FARM EQUIPMENT IN INOPERATIVE CONDITION SHALL NOT BE EXPOSED TO PUBLIC VIEW. NO WORN OUT, DISCARDED AUTOMOBILES, MACHINERY OR VEHICLES, OR PARTS THEREOF SHALL BE USED FOR AUTOMOBILE JUNK PILES OR THE STORAGE OF ANY KIND OF JUNK OR WASTE MATERIAL

1- SWINE SHALL BE PERMITTED, BUT SHALL BE LIMITED TO TWELVE (12) SWINE ON ANY LOT. FOWL ARE PERMITTED, BUT SHALL BE MAINTAINED IN A WAY THAT IS NOT DISRUPTIVE TO THE NEIGHBORHOOD, AND IN NO CASE SHALL EXCEED TWENTY-FOUR (24) FOWL ON ANY LOT. DOMESTIC FARM ANIMALS (INCLUDING BUT NOT LIMITED TO HORSES, CATTLE, SHEEP, GOATS AND LLAMAS) ARE PERMITTED.

2- DOGS, CATS AND OTHER HOUSEHOLD PETS SHALL NOT BE RAISED, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

LOTS AT SCENIC VIEW SUBDIVISION ARE SUBJECT TO A 50 FEET WIDE EASEMENT FOR INGRESS AND EGRESS, UTILITY PLACEMENT AND FOR ALL ORDINARY DRIVEWAY PURPOSES. SEE DECLARATION OF COMMON ACCESS DRIVE EASEMENT TOGETHER WITH COVENANTS AND RESTRICTIONS FOR ITS USED AND MAINTENANCE. LOT OWNERS AT SCENIC VIEW SUBDIVISION AGREE TO GRANT UTILITY EASEMENTS TO SERVE ANY LOT AT SCENIC VIEW SUBDIVISION.

UNTIL THE DATE OF THE THE TRANSFER OF THE LAST REMAINING INTEREST IN THE PROPERTY, THE DECLARANT MAY, WITH THE CONSENT OF A MAJORITY OF THE OWNERS, ANNUL, WAIVE, CHANGE, ENLARGE, AND MODIFY THE PROVISIONS HEREOF WITHIN RESPECT TO THE REAL PROPERTY HEREBY CONVEYED OR ANY PART THEREOF. NO CHANGE OF THE PROVISION HEREOF SHALL BE MADE, HOWEVER, WHICH WILL DEPRIVE THE OWNER OR OWNERS OF ANY LOT OR ANY PART THEREOF OR FUTHER LIMIT THE USE OR ENJOYMENT THEREOF WITHOUT THE CONSENT OF SUCH OWNER OR OWNERS. AFTER THE LAST REMAINING INTEREST IN THE PROPERTY HAS BEEN TRANSFERRED FROM THE DECLARANT, THEN MODIFICATIONS TO THE PROVISIONS HEREOF MAY ONLY BE MADE WITH UNANIMOUS CONSENT OF LOT OWNERS.

DECLARANT SHALL NOT BE OBLIGATED TO ENFORCE THE COVENANTS. ENFORCEMENT OF THESE COVENANTS IS THE RESPONSIBILITY OF THE LOT OWNERS OF SCENIC VIEW SUBDIVISION. ANY LOT OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING AT LAW OR IN EQUITY, ANY AND ALL OF THESE PROTECTIVE COVENANTS AND RESTRICTIONS NOW OR HEREAFTER AMENDED. FAILURE OF DECLARANT OR A LOT OWNER TO ENFORCE ANY PROVISION CONTAINED HEREIN SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO AT A LATER TIME. INVALIDATION OF ANY ONE OF THE PROVISIONS HEREOF BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISION OF THE AGREEMENT WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. DECLARANT SHALL NOT BE OBLIGATED TO JOIN OR ASSIST IN ANY SUIT BROUGHT BY ANY LOT OWNER OR OWNERS AGAINST ANOTHER LOT OWNER TO ENFORCE THESE RESTRICTIONS.

**APPROVALS** 

THE GRANTEE OF ANY LOT OR ANY PORTION THEREOF, BY ACCEPTANCE OF A DEED CONVEYING TITLE THERETO OR THE EXECUTION OF A CONTRACT FOR THE PURCHASE THEREOF WHETHER FROM AN ORIGINAL PARTY OR FROM A SUBSEQUENT OWNER OF SUCH TRACT, SHALL ACCEPT SUCH DEED OR CONTRACT UPON AND SUBJECT TO ALL PROVISIONS CONTAINED HEREIN. BY SUCH ACCEPTANCE, ANY SUCH GRANTEE SHALL FOR HIMSELF/HERSELF AND HIS/HER SUCCESSORS, ASSIGNS, HEIRS, AND PERSONAL REPRESENTATIVES, COVENANT, CONSENT AND AGREE TO AND WITH OTHER PARTY, TO KEEP, OBSERVE, COMPLY WITH, AND PERFORM THE OBLIGATIONS AND AGREEMENTS SET FORTH HEREIN WITH RESPECT TO THE PROPERTY SO ACQUIRED BY SUCH GRANTEE.

## DECLARATION OF COMMON ACCESS DRIVE EASEMENT TOGETHER WITH COVENANTS AND RESTRICTIONS FOR ITS USE AND MAINTENANCE

1- THE OWNERS OF LOTS 1-23 AT SCENIC VIEW SUBDIVISION SHALL TAKE OWNERSHIP OF SAID LOTS SUBJECT TO A 50 FEET WIDE EASEMENT FOR INGRESS AND EGRESS, UTILITY PLACEMENT

AND FOR ALL ORDINARY DRIVEWAY PURPOSES ON, OVER AND ACROSS SO MUCH OF EACH RESPECTIVE LOT AS SHOWN ON THE PLAT (THE "ACCESS ROAD")

2- THE ACCESS ROAD SHALL BE USED ONLY FOR INGRESS, EGRESS AND UTILITY PURPOSES AND NOT FOR PARKING OF MOTOR VEHICLES, BOATS, TRAILERS OR ANY OTHER EQUIPMENT. IT SHALL BE KEPT FREE OF ALL TRASH, DEBRIS, GARBAGE OR OTHER UNSIGHTLY OBSTACLES. NO OWNER OF ANY LOT SHALL IN ANY WAY OBSTRUCT OR IN ANY WAY IMPEDE OR IMPAIR THE PROPER USAGE OF THE ACCESS ROAD FOR ANY OTHER LOT OWNER(S). THEIR FAMILIES, TENANTS, EMPLOYEES, INVITEES OR LICENSEES OR ANY OTHER PARTY HAVING LEGITIMATE ACCESS TO LOTS 1-23 3- THE ACCESS ROAD SHALL BE KEPT IN A TIDY AND ATTRACTIVE MANNER AND SHALL BE MAINTAINED TO PERMIT FREE AND SAFE USE, PASSAGE AND ACCESS TO ALL PERSONS HAVING A RIGHT THERETO. THE MOWING, SNOW AND ICE REMOVAL, MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON DRIVEWAY SHALL BE SHARED AMONG THE OWNERS OF THE LOTS WITH OWNERS OF EACH LOT RESPONSIBLE FOR ONE TWENTY-THIRD (1/23) OF THE COST FOR SUCH MOWING, SNOW AND ICE REMOVAL, MAINTENANCE, REPAIR AND REPLACEMENT. DECISIONS FOR THE EXPENDING OF FUNDS FOR THE ACCESS ROAD SHALL REQUIRE MAJORITY APPROVAL OF THE OWNERS OF LOTS 1-23, WITH EACH LOT HAVING ONE VOTE. NO PARTY SHALL UNREASONABLY WITHHOLD APPROVAL AND AGREEMENT TO PAY FOR THE OWNER'S PRO RATA SHARE OF SUCH EXPENSE. NOTHING IN THIS AGREEMENT SHALL PREVENT A LOT VOTE FROM BEING EXERCISED BY PROXY. THE AMOUNTS DUE FROM EACH OF THE OWNERS SHALL BE A CHARGE ON THE RESPECTIVE LOT AND SHALL ALSO BE THE PERSONAL, JOINT AND SEVERAL LIABILITY OF EACH PERSON WHO WAS AN OWNER OF A LOT AT THE TIME WHEN SUCH AMOUNT CAME DUE. IF ANY OWNER FAILS TO PAY HIS/HER SHARE OF ANY COST WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE BILL THEREFORE, ANY OF THE OTHER OWNERS

INCLUDING FORECLOSURE, EACH LOT OWNER AT SCENIC VIEW SUBDIVISION SHALL HAVE THE RIGHT TO PERFORM MAINTENANCE, REPAIR, OR UPKEEP PROCEDURES WITHOUT THE PRIOR APPROVAL BY MAJORITY VOTES, SAID OWNER SHALL BE RESPONSIBLE FOR PAYMENT IN FULL, REGARDLESS OF WHETHER OR NOT SAID PROCEDURES BENEFIT THE COMMON USE OF THE EASEMENT AREA. EXTENSIVE UPGRADES TO THE ACCESS ROAD, INCLUDING PAVING GATING, ETC. SHALL REQUIRE UNANIMOUS APPROVAL OF THE OWNERS OF LOTS 1-23. 4- IF ANY LOT SUBJECT TO THE EASEMENT IS FUTHER SUBDIVIDED AND THIS ACCESS ROAD IS TO BE USED AS THE ACCESS POINT FOR ANY NEW LOTS, THEN THE ALLOCATION OF EXPENSES SHALL BE REALOCATED WITH EACH LOT UTILIZING THE ACCESS ROAD SHARING EQUALLY IN THE COSTS FOR MOWING, SNOW AND ICE REMOVAL, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ACCESS ROAD

MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE CHARGE AND TAKE ANY STEPS LEGALLY NECESSARY TO THE COLLECTION OF ANY JUDGMENT SO OBTAINED,

AND DECISIONS FOR EXPENDING OF FUNDS SHALL REQUIRE MARJORITY APPROVAL OF THE OWNERS OF THE LOTS UTILIZING THE ACCESS ROAD WITH EACH LOT HAVING ONE VOTE.

5- ANY OWNER MAKING USE OF THE ACCESS ROAD FOR EXTRAORDINARY PURPOSES, SUCH AS CONSTRUCTION OF A RESIDENCE OR ADDITION, OR ANY UTILITY INSTALLATION REQUIRING THE USE OF THE ACCESS ROAD BY HEAVY TRUCKS OR OTHER EQUIPMENT SHALL RESTORE THE ACCESS ROAD TO AS GOOD A CONDITION AS IT WAS IN PRIOR TO THE EXTRA USE. SUCH REPAIRS SHALL BE COMPLETED

WITHIN A REASONABLE TIME AFTER THE EXTRAORDINARY USE ENDS. 6- EACH LOT OWNER SHALL BEAR SOLE RESPONSIBILITY FOR ANY LOSSES, DAMAGES, HOWEVER OCCURRING TO THE LOT OWNER, HIS/HER FAMILY, VISITORS, AGENTS, EMPLOYEES, TENANTS, LICENSEES, OR INVITEES AND SHALL IDENTIFY AND HOLD ALL OTHER LOT OWNERS HARMLESS FROM ANY CLAIMS, DAMAGES, COSTS OR EXPENSES ARISING OUT OF THE USE OF THE ACCESS ROAD.

7- THE EASEMENTS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BIND THE OWNERS OF LOTS 1-23 THEIR SUCCESSORS AND ASSIGNS, WHO BY THEIR ACCEPTANCE OF ANY DEED FOR EITHER LOT AGREE TO BE BOUND HEREBY. THESE EASEMENTS, COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL NOT BE MERGED DUE TO COMMON OWNERSHIP.

STATE OF OHIO, PERRY COUNTY

RECEIVED FOR RECORD ON THIS 20 DAY OF November, 2023 AT 8:03 (AM - PM). RECORDED THIS 20 DAY OF November, 202 IN PLAT BOOK 6, PAGE 488 49 SLOT 496 - 497

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