

RECORD PLAN

Eagle Point Estates

SEC. 6, TOWN. 2, RANGE 6, M.R.S.
CITY OF BEAVERCREEK GREENE COUNTY, OHIO
SCALE: 1"=100' CONTAINS 19.425 AC. JUNE, 1988

This instrument was prepared by:
JOHN W. JUDGE ENGINEERING CO.
1201 E David Rd., Kettering, Ohio 45429

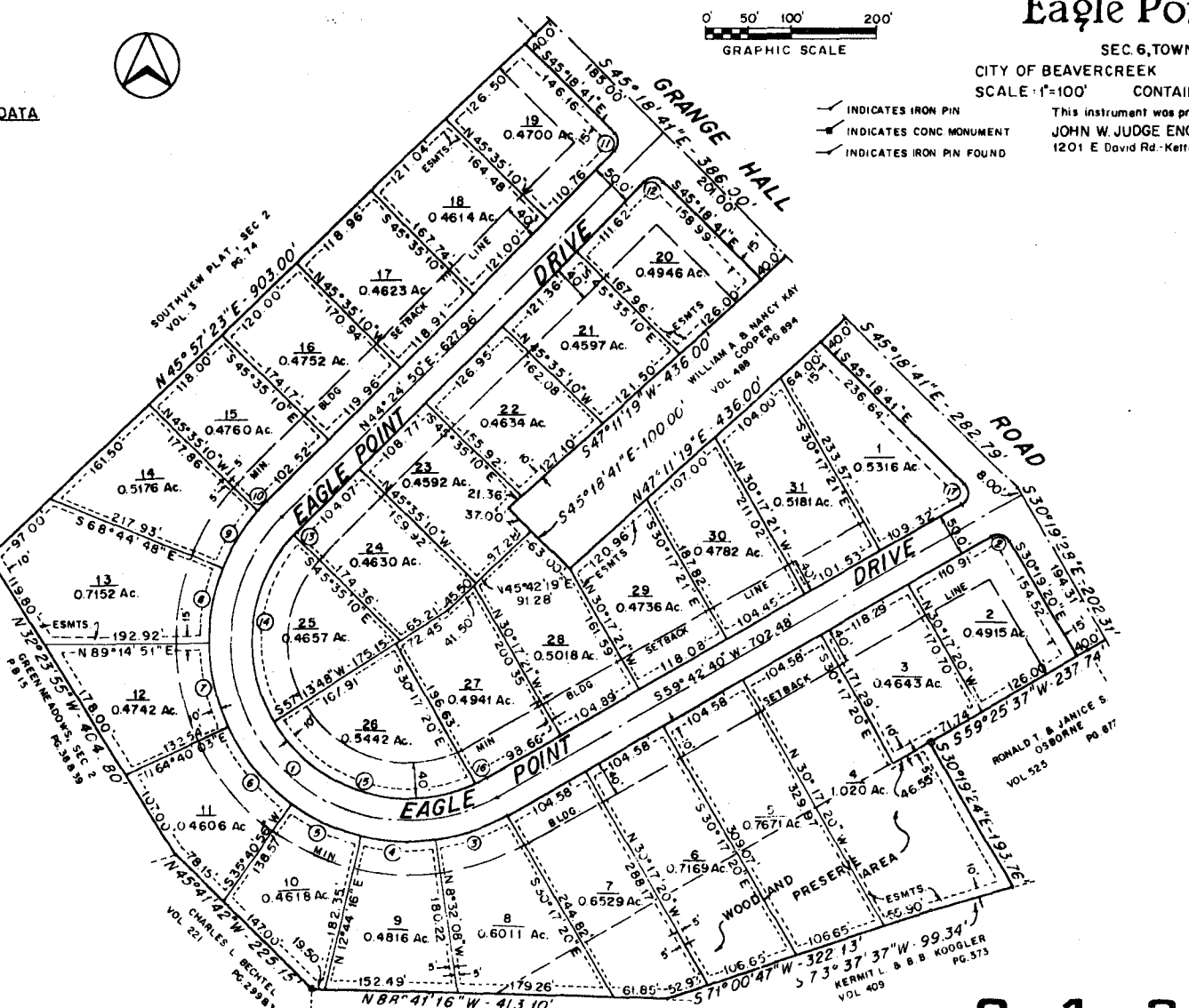


- INDICATES IRON PIN
- INDICATES CONC MONUMENT
- INDICATES IRON PIN FOUND

CURVE DATA

- 1) R=206.75'
I=164°42'10"
A=594.31'
T=1539.53'
CD=N 37°56'15"W
409.81'
- 2) R=15.00'
I=92°07'02"
A=24.12'
T=15.56'
CD=S 74°13'34"E
21.60'
- 3) R=231.75'
I=21°45'11"
A=87.99'
T=44.53'
CD=N 70°35'16"E
87.46'
- 4) R=231.75'
I=21°46'24"
A=86.05'
T=43.52'
CD=S 87°53'56"E
85.55'
- 5) R=231.75'
I=22°56'40"
A=92.81'
T=47.03'
CD=S 65°47'24"E
92.19'
- 6) R=231.75'
I=28°59'08"
A=117.24'
T=59.90'
CD=S 39°49'30"E
115.99'
- 7) R=231.75'
I=24°34'48"
A=99.42'
T=50.49'
CD=S 13°02'33"E
98.66'

- 8) R=231.75'
I=22°00'20"
A=89.01'
T=45.06'
CD=S 10°15'01"W
88.46'
- 9) R=231.75'
I=19°20'32"
A=78.23'
T=39.49'
CD=S 30°55'27"W
77.86'
- 10) R=231.75'
I=3°49'07"
A=15.44'
T=7.72'
CD=S 42°31'03"W
15.44'
- 11) R=15.00'
I=89°39'44"
A=23.47'
T=14.91'
CD=S 0°26'56"E
21.15'
- 12) R=15.00'
I=90°15'31"
A=23.63'
T=15.07'
CD=N 89°33'04"E
21.26'
- 13) R=181.75'
I=1°34'35"
A=5.00'
T=2.50'
CD=N 43°37'33"E
5.00'
- 14) R=181.75'
I=73°42'32"
A=233.81'
T=136.24'
CD=N 5°59'02"E
218.02'
- 15) R=181.75'
I=85°00'11"
A=269.64'
T=166.55'
CD=N 73°22'22"W
245.58'
- 16) R=181.75'
I=4°24'52"
A=14.00'
T=7.00'
CD=S 61°54'00"W
14.00'
- 17) R=15.00'
I=105°03'02"
A=27.50'
T=19.57'
CD=S 7°11'59"W
23.81'



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PROTECTIVE COVENANTS AND RESTRICTIONS

1. These Covenants and Restrictions are for the benefit of all lot owners and are to run with the land and shall be binding on all parties and all persons claiming under them until January, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then lot owners it is agreed to change said covenants in whole or in part.
- 2.) Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 3.) No lot shall hereafter be subdivided into parcels for additional residential purposes.
- 4.) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line as shown on the recorded plat or as permitted by applicable zoning.
- 5.) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance in the neighborhood.
- 6.) No trailer, tent, shack, garage, barn, or other out-building erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary nature be used as a residence.
- 7.) No lot shall be used as a dumping ground for rubbish or trash; garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and in sanitary condition.
- 8.) No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum building set-back line.
- 9.) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
- 10.) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any subdivided residential lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.
- 11.) Utility line easements also include cable TV facilities.
- 12.) Sidewalks shall be constructed along the frontage of each lot by the lot owner at time of residence construction.
- 13.) One post light must be installed on each developed parcel within the subdivision.
- 14.) Lot no. 1 is to be used for stormwater detention and is to be maintained by the Homeowners Association, in accordance with the Homeowners Agreement as recorded in Volume 436, Pages 359- 365 of the Greene Co. Deed Records.
- 15.) Fifteen (15) foot easements along Grange Hall Road is to be used as utility, entrance identification and landscaping easements.
- 16.) Lot no. 1 shall be known as an "unbuildable" lot.
- 17.) The rear portion of lots 4 - 8 is designated as a woodland preserve area. Removal of trees and grading of land is prohibited unless approved by the City of Beavercreek Engineering and Planning Departments, except in the easements as shown.

0 1 2 3 4 inches

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