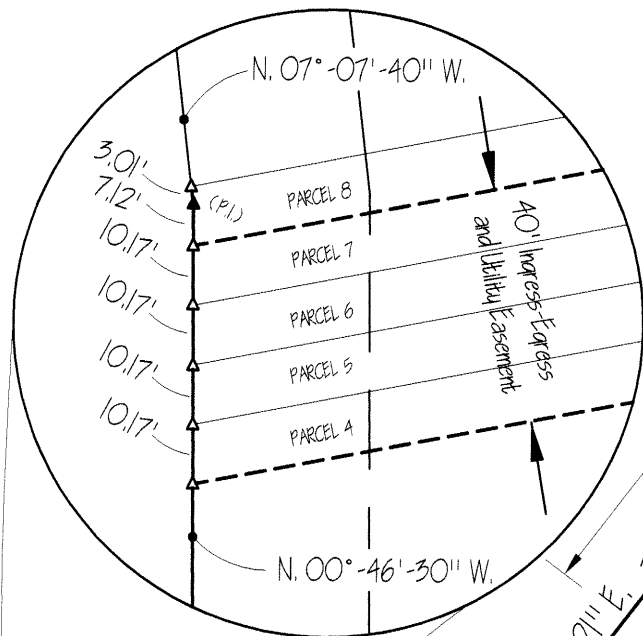


DETAIL



Roediger  
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Hunt  
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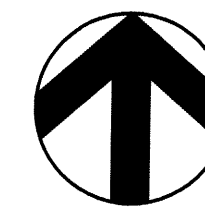
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Northeast Corner,  
Southwest Quarter,  
Section 24, Moulton Twp.

# RIVERVIEW ESTATES SURVEY PLAT



PART OF THE SOUTHWEST QUARTER OF SECTION 24, MOULTON TOWNSHIP  
TOWN-5-SOUTH, RANGE-5-EAST, AUGLAIZE COUNTY,

Kramer  
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Page 1097

## TRAVERSE TABLE

line	bearing	distance	line	bearing	distance
A	S. 78°-39'-18" W.	834.51'	G	S. 00°-37'-00" E.	183.39'
B	S. 78°-39'-18" W.	844.66'	H	S. 00°-37'-00" E.	177.12'
C	S. 78°-39'-18" W.	854.81'	I	N. 89°-23'-00" E.	109.05'
D	S. 78°-39'-18" W.	864.96'	J	N. 40°-23'-25" E.	118.88'
E	S. 00°-37'-00" E.	161.36'	K	Chord = 187.92' - S. 55°-08'-52" W. Arc = 190.02'	
F	S. 00°-37'-00" E.	172.75'			

## CENTERLINE CURVE DATA

Glynwood Road

Curve #1	Curve #2
Delta ( $\Delta$ ) = 30°-54'-53"	Delta ( $\Delta$ ) = 25°-54'-42"
Radius (R) = 368.87'	Radius (R) = 568.82'
Tangent (T) = 102.00'	Tangent (T) = 130.86'
Length (L) = 199.03'	Length (L) = 257.25'

Schneider  
Vol OR 446  
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## NOTES

- (1) Moulton Township Zoning Regulations shall apply to all to all Parcels situated in this Survey Plat.
- (2) The Auglaize County Health Department shall be the approval agency for all septic systems and potable wells for the residential developments located within the confines of this Survey Plat.
- (3) The developer, The Meadows, shall provide all of the necessary subsurface drainage facilities required for sufficient storm sewer outlets for footer drains, sump pumps, and septic system outlets. All roof water shall be required to be surface discharged. Roof water, downspouts, or any other type of surfacewater drainage shall not be connected or allowed to be outletted into the provided subsurface stormwater drainage system. All lots shall be subject to the restrictive covenants as prepared by the Developer.
- (4) It is the intent by the developer, The Meadows, to provide a 40 foot wide ingress-egress easement (as shown) for the purpose of a common drive to be maintained and utilized by all parcels within this Survey Plat. All other easements as shown on this Survey Plat, shall be reserved for Utility or for Storm Drainage purposes only at the widths as designated herein. The Developer reserves the right to exercise total authority for all proposed locations and alignments of any and all utilities located within the confines of this Survey Plat.

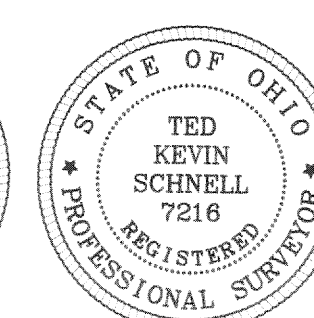
## LEGEND

- Iron Pin (set)
- Iron Pin (found)
- ▲ P.K. Nail/ Shiner (set)
- ▲ P.K. Nail/ Shiner (found)
- Monument Box

## PREPARED BY:

*Ted K. Schnell*

Ted K. Schnell  
Professional Engineer  
Professional Surveyor



## BASIS OF BEARINGS

Basis of Bearings used for this Survey were determined from previous surveys, where the East Line of the Southwest Quarter of Section 24, Moulton Township, as bearing S. 00°-37'-00" E.

## SCALE

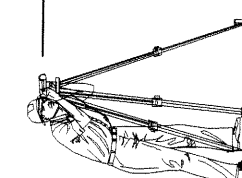


TITLE

## RIVERVIEW ESTATES SURVEY PLAT

H & S Civil Engineers and Land Surveyors

913 Fieldstone Court Wapakoneta, Ohio 45895  
Voice: (419) 738-4758 Fax: (419) 739-7631  
E-Mail: hscivil@bright.net



No.	Revision/Issue	Date

### Project Name

RIVERVIEW ESTATES  
SURVEY PLAT  
MOULTON TOWNSHIP  
AUGLAIZE COUNTY, OHIO

### Project Location

PART OF THE SOUTHWEST  
QUARTER OF SECTION 24  
MOULTON TOWNSHIP  
AUGLAIZE COUNTY, OHIO

### Project

RIVERVIEW EST.  
Date NOVEMBER '06  
REVISED: APRIL '07  
Scale SHOWN

### Sheet



MOD-29-7

# H & S Civil Engineers and Land Surveyors

913 Fieldstone Court

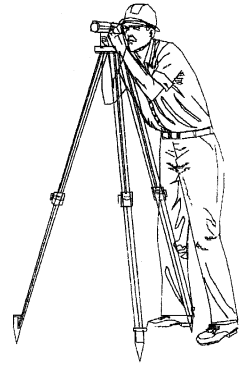
Wapakoneta, Ohio 45895

Phone (419) 738-4758

Fax (419) 739-7631

email: hscivil@bright.net

Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #1 - 5.012 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at an Auglaize County Monument Box located at the Point of Intersection (P.I.) of the centerline tangent of Glynwood Road (C.R. 158) with the centerline tangent of Buckland River Road (T.R. 117A);

Thence with a bearing of S. 84°-04'-15" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 480.72 feet to a Mag Nail/Shiner (set) and the PLACE OF BEGINNING;

Thence continuing with a bearing of S. 84°-04'-15" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 287.00 feet to an Iron Pin (found);

Thence with a bearing of N. 04°-04'-55" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 104.15 feet to a Mag Nail/Shiner (set) over a Railroad Spike (found);

Thence with a bearing of N. 00°-46'-30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 627.87 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 78°-39'-18" E. for a distance of 299.03 feet to an Iron Pin (set), and passing thru an Iron Pin (set) for reference at a distance of 25.00 feet;

Thence with a bearing of S. 00°-37'-00" E. for a distance of 760.92 feet to a Mag Nail/Shiner (set), and passing thru an Iron Pin (set) for reference at a distance of 730.79 feet, said Mag Nail/Shiner being the original PLACE OF BEGINNING.

Containing in all 5.012 Acres of land, of which, 0.670 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:

A handwritten signature in cursive script that reads "Ted K. Schnell". The signature is written in dark ink and is positioned above a horizontal line.

Ted K. Schnell  
Professional Engineer  
Professional Surveyor

M00-24-7A

# H & S Civil Engineers and Land Surveyors

913 Fieldstone Court  
Wapakoneta, Ohio 45895  
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Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #2 - 5.014 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at an Auglaize County Monument Box located at the Point of Intersection (P.I.) of the centerline tangent of Glynwood Road (C.R. 158) with the centerline tangent of Buckland River Road (T.R. 117A);

Thence with a bearing of S. 84°-04'-15" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 197.50 feet to a Mag Nail/Shiner (set) and the PLACE OF BEGINNING;

Thence continuing with a bearing of S. 84°-04'-15" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 283.22 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 00°-37'-00" W. for a distance of 760.92 feet to an Iron Pin (set), and passing thru an Iron Pin (set) for reference at a distance of 30.13 feet;

Thence with a bearing of N. 78°-39'-18" E. for a distance of 287.02 feet to an Iron Pin (set);

Thence with a bearing of S. 00°-37'-00" E. for a distance of 788.12 feet to a Mag Nail/Shiner (set), and passing thru an Iron Pin (set) for reference at a distance of 757.99 feet, said Mag Nail/Shiner being the original PLACE OF BEGINNING.

Containing in all 5.014 Acres of land, of which, 0.195 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:

A handwritten signature in cursive script that reads "Ted K. Schnell". The signature is written in dark ink and is positioned above a horizontal line.

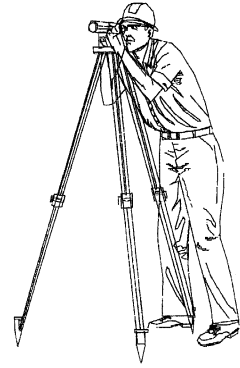
Ted K. Schnell  
Professional Engineer  
Professional Surveyor

MOV-24-7B

# H & S Civil Engineers and Land Surveyors

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Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #3 - 5.063 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at an Auglaize County Monument Box located at the Point of Intersection (P.I.) of the centerline tangent of Glynwood Road (C.R. 158) with the centerline tangent of Buckland River Road (T.R. 117A) and the PLACE OF BEGINNING;

Thence with a bearing of S. 84°-04'-15" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 197.50 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 00°-37'-00" W. for a distance of 788.12 feet to an Iron Pin (set), and passing thru an Iron Pin (set) for reference at a distance of 30.13 feet;

Thence with a bearing of N. 78°-39'-18" E. for a distance of 278.89 feet to an Iron Pin (set);

Thence with a bearing of S. 00°-37'-00" E. for a distance of 805.74 feet to a P.K. Nail Shiner (found); and passing thru an Iron Pin (found) for reference at a distance of 779.33 feet;

Thence along the centerline of Glynwood Road (C.R. 158) with a curve to the left for an arc length of 190.02 feet to a P.K. Nail Shiner (found) at the P.C. of said curve, said arc containing a chord bearing S. 55°-08'-52" W. and a chord length of 187.92 feet, said curve to the left having the following curve data: Delta = 30°-54'-53", Radius = 368.87', and Tangent = 102.00' ;

Thence with a bearing of N. 40°-23'-25" E. along the centerline tangent of Glynwood Road for a distance of 118.88 feet to an Auglaize County Monument Box and the original PLACE OF BEGINNING.

Containing in all 5.063 Acres of land, of which, 0.214 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, and DEED VOLUME OR 260, PAGE 383, Auglaize County Recorder's Office.

PREPARED BY:

A handwritten signature in black ink, appearing to read "Ted K. Schnell". The signature is written in a cursive, flowing style.

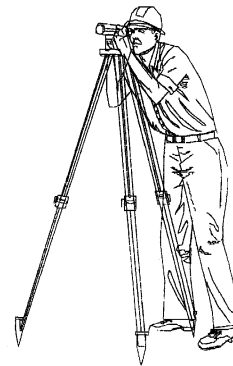
Ted K. Schnell  
Professional Engineer  
Professional Surveyor

MOU - 24 - 7C

# H & S Civil Engineers and Land Surveyors

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Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #4 - 5.007 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of the Southwest Quarter of said Section 24, Moulton Township;

Thence with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 1,125.79 feet to an Iron Pin (set) and the PLACE OF BEGINNING;

Thence continuing with a bearing of S. 00°-37'-00" W. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 426.35 feet to an Iron Pin (found);

Thence with a bearing of S. 89°-23'-00" W. for a distance of 491.26 feet to an Iron Pin (found);

Thence with a bearing of N. 00°-37'-00" W. for a distance of 239.06 feet to an Iron Pin (set);

Thence with a bearing of S. 78°-39'-18" W. for a distance of 864.94 feet to a Mag Nail/Shiner (set), and passing thru an Iron Pin (set) for reference at a distance of 839.94 feet;

Thence with a bearing of N. 00°-46'-30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 10.17 feet to a Mag Nail/Shiner (set);

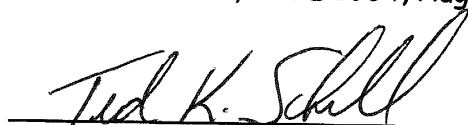
Thence with a bearing of N. 78°-39'-18" E. for a distance of 864.96 feet to a Point;

Thence with a bearing of N. 00°-37'-00" W. for a distance of 177.12 feet to an Iron Pin (set);

Thence with a bearing of N. 89°-23'-00" E. for a distance of 491.26 feet to an Iron Pin (set) and the original PLACE OF BEGINNING.

Containing in all 5.007 Acres of land, of which, 0.007 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:

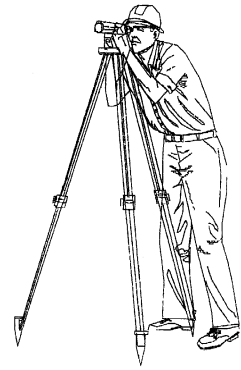
  
Ted K. Schnell  
Professional Engineer  
Professional Surveyor

MOU- 24 -7D

# H & S Civil Engineers and Land Surveyors

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email: hscivil@bright.net

Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #5 - 5.033 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of the Southwest Quarter of said Section 24, Moulton Township;

Thence with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 571.12 feet to an Iron Pin (set) and the PLACE OF BEGINNING;

Thence continuing with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 554.67 feet to an Iron Pin (set);

Thence with a bearing of S. 89°-23'-00" W. for a distance of 491.26 feet to an Iron Pin (set);

Thence with a bearing of S. 00°-37'-00" E. for a distance of 177.12 feet to a Point;

Thence with a bearing of S. 78°-39'-18" W. for a distance of 864.96 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 00°-46'-30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 10.17 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 78°-39'-18" E. for a distance of 854.81 feet to a Point;

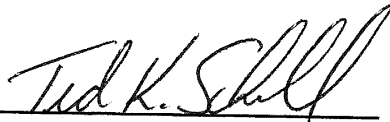
Thence with a bearing of N. 00°-37'-00" W. for a distance of 183.39 feet to a Point;

Thence with a bearing of N. 35°-06'-44" W. for a distance of 184.27 feet to an Iron Pin (set);

Thence with a bearing of N. 56°-43'-11" E. for a distance of 719.39 feet to an Iron Pin (set) and the original PLACE OF BEGINNING.

Containing in all 5.033 Acres of land, of which, 0.007 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:

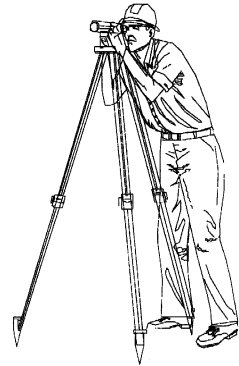
  
Ted K. Schnell  
Professional Engineer  
Professional Surveyor

MOU - 24 - 7E

# H & S Civil Engineers and Land Surveyors

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email: hscivil@bright.net

Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #6 - 5.222 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of the Southwest Quarter of said Section 24, Moulton Township;

Thence with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 458.40 feet to an Iron Pin (set) and the PLACE OF BEGINNING;

Thence continuing with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 112.72 feet to an Iron Pin (set);

Thence with a bearing of S. 56°-43'-11" W. for a distance of 719.39 feet to an Iron Pin (set);

Thence with a bearing of S. 35°-06'-44" E. for a distance of 184.27 feet to a Point;

Thence with a bearing of S. 00°-37'-00" E. for a distance of 183.39 feet to a Point;

Thence with a bearing of S. 78°-39'-18" W. for a distance of 854.81 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 00°-46'-30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 10.17 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 78°-39'-18" E. for a distance of 844.66 feet to a Point;

Thence with a bearing of N. 00°-37'-00" W. for a distance of 172.75 feet to a Point;

Thence with a bearing of N. 35°-06'-44" W. for a distance of 315.63 feet to an Iron Pin (set);

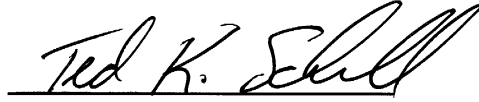
Thence with a bearing of N. 00°-37'-00" W. for a distance of 369.40 feet to an Iron Pin (set);

Thence with a bearing of N. 87°-15'-14" E. for a distance of 690.49 feet to a Point and the original PLACE OF BEGINNING.

MOU - 24 - 7F

Containing in all 5.222 Acres of land, of which, 0.007 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:

A handwritten signature in black ink, appearing to read "Ted K. Schnell", written over a horizontal line.

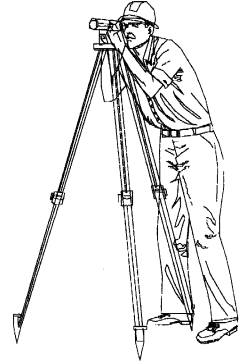
Ted K. Schnell  
Professional Engineer  
Professional Surveyor



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Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #7 - 5.145 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of the Southwest Quarter of said Section 24, Moulton Township;

Thence with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 458.40 feet to an Iron Pin (set);

Thence with a bearing of S. 87°-15'-14" W. for a distance of 690.49 feet to an Iron Pin (set) and the PLACE OF BEGINNING;

Thence with a bearing of S. 00°-37'-00" E. for a distance of 369.40 feet to an Iron Pin (set);

Thence with a bearing of S. 35°-06'-44" E. for a distance of 315.63 feet to a Point;

Thence with a bearing of S. 00°-37'-00" E. for a distance of 172.75 feet to a Point;

Thence with a bearing of S. 78°-39'-18" W. for a distance of 844.66 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 00°-46'-30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 10.17 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 78°-39'-18" E. for a distance of 834.51 feet to an Iron Pin (set), and passing thru an Iron Pin (set) for reference at 25.00 feet;

Thence with a bearing of N. 00°-37'-00" W. for a distance of 161.36 feet to an Iron Pin (set);

Thence with a bearing of N. 35°-06'-44" W. for a distance of 319.39 feet to an Iron Pin (set);

Thence with a bearing of S. 89°-23'-00" W. for a distance of 109.05 feet to an Iron Pin (set);

Thence with a bearing of S. 54°-53'-16" W. for a distance of 453.88 feet to an Iron Pin (set);

*MOU-24-7H*

(parcel #7 continued)

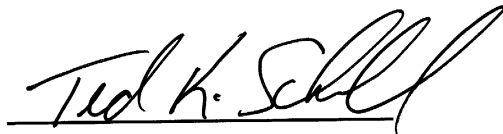
Thence with a bearing of N. 61°-56'-17" W. for a distance of 181.17 feet to an Iron Pin (found);

Thence with a bearing of N. 36°-53'-21" E. for a distance of 668.51 feet to an Iron Pin (found);

Thence with a bearing of N. 87°-15'-14" E. for a distance of 247.35 feet to an Iron Pin (set) and the original PLACE OF BEGINNING.

Containing in all 5.145 Acres of land, of which, 0.007 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:



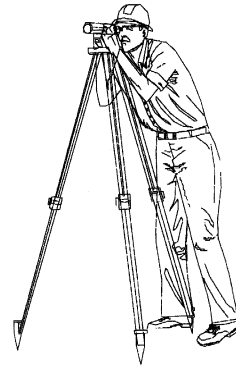
Ted K. Schnell  
Professional Engineer  
Professional Surveyor

MOU - 24 - 7 I

# H & S Civil Engineers and Land Surveyors

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Ted K. Schnell P.E., P.S.



11/13/06

## SURVEYOR'S DESCRIPTION PARCEL #8 - 5.036 ACRES

The following described parcel of land is situated in the Southwest Quarter of Section 24, Moulton Township, Town-5-South, Range-5-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of the Southwest Quarter of said Section 24, Moulton Township;

Thence with a bearing of S. 00°-37'-00" E. along the East Line of the Southwest Quarter of said Section 24, Moulton Township, for a distance of 458.40 feet to an Iron Pin (set);

Thence with a bearing of S. 87°-15'-14" W. for a distance of 937.84 feet to an Iron Pin (found);

Thence with a bearing of S. 36°-53'-21" W. for a distance of 668.51 feet to an Iron Pin (found);

Thence with a bearing of S. 61°-56'-17" E. for a distance of 181.17 feet to an Iron Pin (set) and the PLACE OF BEGINNING;

Thence with a bearing of N. 54°-53'-16" E. for a distance of 453.88 feet to an Iron Pin (set);

Thence with a bearing of N. 89°-23'-00" E. for a distance of 109.05 feet to an Iron Pin (set);

Thence with a bearing of S. 35°-06'-44" E. for a distance of 319.39 feet to an Iron Pin (set);

Thence with a bearing of S. 00°-37'-00" E. for a distance of 161.36 feet to an Iron Pin (set);

Thence with a bearing of S. 78°-39'-18" W. for a distance of 834.51 feet to a Mag Nail/Shiner (set);

Thence with a bearing of N. 00°-46'-30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 7.12 feet to a Mag Nail/Shiner (set) over a Railroad Spike (found);

Thence with a bearing of N. 07°-07'-40" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 3.01 feet to a Mag Nail/Shiner (found);

MOU-24-75

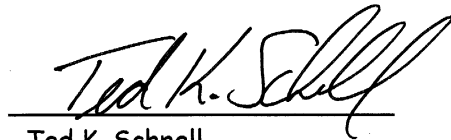
Thence with a bearing of N. 78°-39'-18" E. for a distance of 359.00 feet to an Iron Pin (found);

Thence with a bearing of N. 29°-04'-45" W. for a distance of 223.94 feet to an Iron Pin (found);

Thence with a bearing of N. 61°-56'-17" W. for a distance of 102.27 feet to an Iron Pin (set) and the original PLACE OF BEGINNING.

Containing in all 5.036 Acres of land, of which, 0.007 Acre being previously dedicated for highway purposes. The above described tract of land is also subject to all other legal easements, reservations, or restrictions, if any, upon said premises. Previous Deed References: DEED VOLUME OR 139, PAGE 1034, Auglaize County Recorder's Office.

PREPARED BY:



Ted K. Schnell  
Professional Engineer  
Professional Surveyor

## **RESTRICTIVE COVENANTS FOR RIVERVIEW ESTATES PARCELS 1 - 8**

These Restrictive Covenants and Provisions are part of the consideration for the transfer of the real estate from The Meadows Partnership to the grantees of the eight separate parcels of Riverview Estates, their successors and assigns, and shall supersede any conflicting covenants and restrictions set forth in Volume 139, Pages 1037-1039 of the Official Records of Auglaize County, Ohio:

1. All lots or parcels in Riverview Estates Survey Plat dated November, 2006, revised April, 2007, and filed with the Auglaize County, Ohio Map Office at MOU-24-7, shall be used exclusively for single family, private dwelling house purposes with an attached garage for at least three (3) cars; and no such house shall be erected, placed or suffered to remain upon any lot or parcel which is more than two and one-half (2½) stories in height. No more than one such house shall be erected, placed or suffered to remain upon any lot or parcel.

2. Each lot or parcel may be improved to include, in addition to the residence and the attached garage for at least three (3) cars, a noncommercial workshop, a storage building, a noncommercial greenhouse, a tennis court, an in-ground swimming pool or dug-pond, all of which shall be incidental to the residential use of said premises; and which shall match the architectural character of the residence and shall be subject to the approval of the Architectural Committee as hereinafter provided. Any of said improvements shall be located to the rear of the house on said lot or parcel and any building shall not exceed an overall height of 25 feet nor total square feet per building structure of 1,500 square feet. No other building or structure shall be permitted on the premises, except temporary structures erected by the developer in connection with the improvement of the premises. There shall be no tree removal, excavation, construction or other site work which would alter the parcel until written approval is received from the Architectural Committee.

3. No residential structure shall be erected on any lot or parcel closer to the front property line than a distance which has been approved by the Architectural Committee, and each residential structure shall be designated on a location survey designating the location of the residence in relationship to the property lines of the parcel. No residential structure shall have habitable living area of less than two thousand (2,000) square feet, exclusive of basements, open porches, and garages, and shall have a minimum front width of at least seventy-five (75) feet, including the garage. The roof pitch shall be a minimum of 8/12 and there shall be at least 3% of the cost of the building contract expended for landscaping, which includes grass seeding, planting of trees and shrubs. Decks or walks shall not be included to arrive at the landscaping cost amount. The structure, including landscaping, shall be completed within one year from the time construction is commenced on each residence. Within two (2) years after occupancy of the dwelling, all driveway area between three (3) car garage and the Owner's Common Driveway Easement area shall be concrete, bituminous concrete, or blacktop material to create a hard smooth surface.

4. Any fence, hedge, or wall to be erected on any lot or parcel shall be subject to the approval of the Architectural Committee. Privacy fencing around an in-ground pool will be permitted, subject to Architectural Committee approval; and fencing around a dug-pond will also be permitted, subject to Architectural Committee approval. Any other fencing or hedging is discretionary and is subject to Architectural Committee approval.

5. No building or other structure shall be erected, placed, or altered on any building site, unless the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and color with existing structures in the surrounding area and as to the location of the building with reference to topography and finished ground elevation by an Architectural Committee composed of three (3) individuals appointed by Kermit F. Stroh and R. C. Wiesenmayer, their successors or assigns. In the event of the death or resignation of any member of the Architectural Committee originally appointed, the remaining members or member of the Committee shall have the power to appoint new members to fill the vacancies.

Criteria considered in granting approval for structures shall be in conformity with commonly accepted building standards, harmony of external design and color with existing homes in the area, and proposed height of foundation in relation to ground elevations. The following materials must be provided by each lot or parcel owner before approval can be considered: (1) a formal site plan with final grade heights and landscaping layouts; (2) a formal set of floor plans; (3) a formal set of building elevations listing materials and specifications; and (4) a formal set of building specifications.

In the event such Architectural Committee fails to approve or disapprove said required plans and specifications within thirty (30) days after the same have been submitted to the Architectural Committee for approval, then such approval shall not be required, provided the design is in harmony with similar structures in the adjoining area and conforms to all of the other covenants, restrictions and conditions herein set forth.

6. No animals, livestock or poultry shall be kept or maintained on any part of said lot or parcel, except ordinary household pets which do not constitute an annoyance or nuisance. No unlicensed vehicles, travel trailers, mobile homes, campers, motor homes, boats, boat trailers, snow mobiles, snow mobile trailers, ATV's or any other such type of equipment shall be stored or permitted to remain on the lot or parcel for more

than seven (7) days, unless such vehicles or trailers are stored from view within the garage or any permitted storage building. No semi tractors, semi trailers, trucks over one ton, or construction equipment shall be parked, stored, or permitted to remain on the lot or parcel at any time.

7. All residential dwellings shall be constructed of new material and may not be of the type of underground housing, mobile homes or double wide housing units, modular or pre-manufactured housing. Any other structure or improvement placed on the premises shall be of new material and all construction for the residence and/or other structures shall be completed within one (1) year from the date of commencement. No residential structure may be occupied until it is completed. No swimming pool shall be permitted to be placed or suffered to remain on the lot or parcel, unless the same shall be installed in-ground so that the top thereof, exclusive of the diving boards, shall not be more than one (1) foot above the established ground-level of the parcel.

8. No noxious or offensive trade or activity, nor industrial or commercial business or activity, shall be carried on upon any lot or parcel; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No sign of any kind shall be displayed to the public view on any lot or parcel, except in the course of selling the property or builder's sign during construction shall be permitted. No auto or any type of vehicle repair shall be conducted by any person on any lot or parcel at any time.

9. All lots and parcels at all times shall be mowed and kept reasonably clear of weeds and undergrowth by the owners thereof prior to the commencement of the erection of any residence or structure, and thereafter all such buildings erected and all grounds and premises shall be maintained and kept by the owners so as not to detract from the beauty of the neighborhood. All landscaping shall be reasonably trimmed and attended to and all grass areas within 100 feet of the house mowed to a height not to exceed six inches. Other grass areas shall be maintained as wildlife cover as a minimum. No clothing or any other household fabrics shall be hung in the open on any parcel, and no outside clothes drying or airing facilities shall be permitted.

No lot or parcel shall become unkept by reason of any man-made material being stored, dumped or suffered to remain on the premises. This covenant is intended to be enforceable by the parties bound by these covenants as against any parcel owner who appears to be accumulating rubbish or other unsightly waste parts or material on their property so as to detract from the beauty of the surrounding parcels and the neighborhood.

10. Owners of lots or parcels shall install only state or county approved sewage facilities and shall obtain a permit from the health authorities in Auglaize County, Ohio, before construction of any residence for the proper disposal of all liquid waste incidental to their occupancy; and there shall be but one (1) user for each approved sewage facility.

The drainage system as designed and shown on sheets 1, 2, and 3, of the Riverview Estates Drainage Plan filed with Ted K. Schnell, Professional Engineer Reg. #51963 & Professional Surveyor Reg. #7216 and also the Auglaize County, Ohio Health Department, has been laid out for the capability of draining the proposed footer drains, sump pumps, and septic system outlets only for Lots 1 through 8, and Permanent Parcel #G22-244-001-02 (now May, 2007 owned by Chad & Andrea Zwiebel); Permanent Parcel #G22-024-002-04 (now May, 2007 owned by Kenney and Lisa Winget); Permanent Parcel #G22-244-001-01 (now May, 2007 owned by Craig & Denise Raney); and Permanent Parcel #G22-024-002-02 (now May, 2007 owned by David Horner). The drainage system as designed and shown on these sheets are **not intended to be used for surface water drainage of the natural overland flow of storm water, or to be used as an outlet for roof or downspout drainage for** Lots 1 through 8 of the Riverview Plat, and Permanent Parcel #G22-244-001-02; Permanent Parcel #G22-024-002-04; Permanent Parcel #G22-244-001-01; and Permanent Parcel #G22-024-002-02, or for any pond overflow structure. Any tap or connection made to this proposed system for any other use besides footer drains, sump pumps, or septic systems for Lots 1 through 8 of the Riverview Plat, and Permanent Parcel #G22-244-001-02; Permanent Parcel #G22-024-002-04; Permanent Parcel #G22-244-001-01; and Permanent Parcel #G22-024-002-02, **shall be strictly prohibited**. Failure to comply with the terms and conditions of the intent and use of this drainage system shall null and void the functionality and design of the drainage system. Also, **any proven damages** incurred by flooding or inundation of storm water to any of the proposed residences caused to Lots 1 through 8 of the Riverview Plat, and Permanent Parcel #G22-244-001-02; Permanent Parcel #G22-024-002-04; Permanent Parcel #G22-244-001-01; and Permanent Parcel #G22-024-002-02, as well as any landowner adjacent to or downstream of this drainage system, **shall become the responsibility and liability of the party or individual who made or created the unapproved tap or connection**. All catch basins as shown in these plans shall have a solid lid or grate, and shall not be removed or tampered with, except for maintenance and inspection purposes only.

In the event that there is a community sewage plan available for the lot or parcel, then any cost for connection to said sewage system shall be the sole responsibility of the lot or parcel owner.

11. All surface drainage, downspout, driveway, and patio drainage shall be contained on the parcel creating the water accumulation, and any off-parcel disposal or discharge of the same shall be in or through natural waterways existing before any construction occurs on each parcel. Any other discharge of water shall be by approved method with the written consent of any other affected Riverview Estate parcel owner.

12. Owners of lots or parcels shall obtain their own water supply for household uses solely from wells located on their own premises, and there shall be no sharing of wells by lot or parcel owners.

13. Any antenna, satellite dish or other external receptacle device required for television, radio or any other electronic device operation shall be mounted inside the dwelling if possible or if outside mounting is necessary, then the smallest device for adequate reception shall be used and shall be mounted so as not to be easily noticed when viewing the premises.

14. Utility easements are as indicated on said Riverview Estates Survey Plat for the construction, operation and maintenance of all public and private utilities, which are to be below the surface of the ground and where necessary, are for the construction, operation and maintenance of service connections to all adjacent lots or parcels. However, a two foot wide easement is reserved centered along all lot or parcel lines for placement of survey monuments and no utilities of any kind shall obstruct this easement area at any lot or parcel corner or reference monument.

15. Driveway easements for ingress and egress are as indicated and set forth on said Riverview Estates Survey Plat for the use of all eight (8) parcels, the improvement, maintenance and upkeep of which are set forth in the Riverview Estates Owner's Driveway Easement and Public Utility Agreement recorded in the Auglaize County Ohio Recorder's Office at Section 24, Moulton Township, Auglaize County, Ohio.

16. The owner or grantee of any lot or parcel which is subject to these Restrictive Covenants by acceptance of the deed or other instrument conveying title to such parcel, or by the execution of a contract for the purchase thereof, shall accept, and be deemed to have accepted, such deed or other contract upon and subject to these Restrictive Covenants, all of the same being covenants running with the land. Any change, alteration, or amendment to these Restrictive Covenants shall be in writing and approved by at least 80% of the then owners of said eight (8) lots or parcels. These restrictions, reservations, covenants and conditions are in addition to any applicable building and zoning regulations of the county, state or any other local government controlling authority.

17. In the event that any person or persons violate or attempt to violate any of the covenants and restrictions hereinabove enumerated, any lot or parcel owner with the same covenants and restrictions and the Grantor herein shall have the right to prosecute any proceedings at law or in equity against such person or persons, to enjoin such violation and to recover damages from the same. In addition to the remedies herein set forth, there shall be a \$100.00 per day liquidated damage charge for each violation of these restrictive covenants, which shall be divided equally among all lot or parcel owners with the same covenants and restrictions and the Grantor herein.

18. Should any one or more of the foregoing covenants, restrictions or conditions at any time in the future be held illegal, void or unenforceable, such fact shall not in any way impair the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect.

All of the Restrictions and Covenants set forth herein and the related documents referred to herein are binding upon the purchasers of the land in which these matters pertain and shall run with said conveyed real estate forever.

Executed this 29th day of May, 2007.

THE MEADOWS, an Ohio General Partnership

x Shirley Wiesenmayer  
By: Shirley Wiesenmayer, Partner

x Mary Lu Stroh  
By: Mary Lu Stroh, Partner

STATE OF OHIO, COUNTY OF AUGLAIZE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named **MARY LU STROH** and **SHIRLEY WIESENMAIER**, the sole Partners of **THE MEADOWS**, an Ohio general partnership, who acknowledged that they did sign the foregoing instrument and that the same is their individual free act and deed and the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and official seal at Wapakoneta, Ohio this 29th day of May, 2007.

THIS INSTRUMENT PREPARED BY:  
Attorney R. C. Wiesenmayer, Reg. #0007207  
15 Willipie Street, Suite 300, P.O. Box 299  
Wapakoneta, Ohio 45895 \*\*\* (419) 738-8165



Courtney W. Curtton  
Notary Public  
COURTNEY W. CURTTON  
NOTARY PUBLIC - STATE OF OHIO  
Commission does not expire pursuant  
to Section 147.03 O.R.C.

**RIVERVIEW ESTATES OWNER'S  
DRIVEWAY EASEMENT & PUBLIC UTILITY AGREEMENT**

**WHEREAS**, The Meadows, an Ohio General Partnership, consisting of Mary Lu Stroh and Shirley Wiesenmayer as Partners, have created the Riverview Estates Survey Plat, containing eight (8) separate individual parcels of more than five (5) acres each, and have caused the same to be duly filed for record with the Map Office of Auglaize County, Ohio at MOU-24-7, and have attached hereto a smaller version of said Survey Plat.

**WHEREAS**, The Meadows now desires to create a Driveway Easement & Public Utility Agreement for the mutual benefit of all eight (8) parcels contained in said Riverview Estates Survey Plat.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The driveway easement area created by this Agreement is described as follows, to-wit:

The following described 40 foot wide easement for Ingress-Egress and Public Utility purposes is situate in the Southwest Quarter of Section 24, Moulton Township, Town 5 South, Range 5 East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at an Auglaize County Monument Box located at the Point of Intersection (P.I.) of the centerline tangent of Glynwood Road (C.R. 158) with the centerline tangent of Buckland River Road, (T.R. #117A).

Thence with a bearing of S. 84°04'15" W. along the centerline of Buckland River Road (T.R. 117A), for a distance of 767.72 feet to an Iron Pin (found);

Thence with a bearing of N. 04°04'55" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 104.15 feet to a Mag Nail/Shiner over a Railroad Spike (found)

Thence with a bearing of N. 00°46'30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 627.87 feet to a Mag Nail/Shiner (found) and the PLACE OF BEGINNING.

Thence continuing with a bearing of N. 00°46'30" W. along the centerline of Buckland River Road (T.R. 117A) for a distance of 40.68 feet to a Mag Nail/Shiner (found);

Thence with a bearing of N. 78°39'18" E. for a distance of 834.51 feet to an Iron Pin (found), and passing thru an Iron Pin (found) for reference at 25.00 feet;

Thence with a bearing of N. 00°37'00" W. for a distance of 161.36 feet to an Iron Pin (found);

Thence with a bearing of N. 35°06'44" W. for a distance of 297.97 feet to a Point;

Thence with a bearing of N. 00°37'00" W. for a distance of 70.63 feet to a Point;

Thence with a bearing of S. 35°06'44" E. for a distance of 368.60 feet to a Point;

Thence with a bearing of S. 00°37'00" E. for a distance of 206.91 feet to a Point;

Thence with a bearing of S. 78°39'18" W. for a distance of 875.11 feet to a Mag Nail/Shiner (found), and passing thru an Iron Pin (found) for reference at 850.11 feet, said Mag Nail/Shiner being the original PLACE OF BEGINNING. Containing, in all, 1.26 Acres.

2. The parties desire that the above-described easement shall be a common, non-exclusive driveway for the use of all eight (8) parcel owners for the purpose of ingress and egress to Buckland River Road. The parties understand and agree that the location of the improved driveway surface shall be within the described easement area and that there shall be an allowable space for utilities to be installed for the use of all eight (8) parcel owners. The described easement area is for no other purposes, except as herein set forth.

3. The Meadows will supply the initial grading of the driveway and the initial base for the stone to a width of 20 feet to provide a suitable surface for automobiles and other vehicular travel throughout the total easement area at the sole cost of The Meadows. The Meadows will continue to maintain said driveway easement area for suitable travel until any two of said parcels 4, 5, 6, 7 or 8 are sold to a third party. However, The Meadows will not prepare or improve the driveway easement area with any permanent hard surface such as



blacktop or concrete as a part of its obligation. When two of said named parcels are sold, then all owners of the parcels on the Plat Survey will share in the continued maintenance and upkeep of said driveway easement area in accordance with the schedule hereinafter set forth.

4. At such time that The Meadows is no longer responsible for the total repair, maintenance or upkeep of the roadway portion of the driveway easement, then and in that event, the cost of any improvement, repair, maintenance, snow removal, etc. shall be shared with all users and adjacent property owners according to the following percentage schedule:

<u>Parcel No.</u>	<u>Percentage of Cost Share</u>	<u>Vote Count</u>
1	4%	4
2	6%	6
3	8%	8
4	14%	14
5	16%	16
6	19%	19
7	21%	21
8	12%	12
<b>TOTAL</b>	<b>100%</b>	<b>100</b>

5. The decision as to making improvements to the driveway easement or any maintenance or upkeep needed for the driveway easement, which will incur costs to be shared by all parcel owners, shall be voted upon by all parcels abutting on the driveway easement as above set forth and each parcel owner shall have a vote count as set forth above. Any issue put up for vote must pass by a 51% majority if the expense is to be incurred. Failure to vote shall be counted as a "no" vote.

6. The collection of money for any improvement project that passes by a 51% majority shall be paid as soon as the cost of the project is determined and a contract is available for execution. The person or persons responsible for entering into the improvement project by way of contract and payment shall be voted upon by all parcel owners and decided by a 51% majority. The person or persons elected to carry out the project, collect the money, and oversee the work, shall not proceed to incur debt on behalf of the other parcel owners until the money for the project is collected and available for payment. If any parcel owner fails to pay their share as herein determined, then and in that event, the person in charge of the project shall be authorized to proceed with whatever legal action is necessary to enforce these provisions, which are agreed upon and acknowledged to be an obligation enforceable in a court of law by the purchase of a parcel to which these provisions apply and which are referred to in the deed transferring ownership of said parcel.

7. These terms and provisions shall be perpetual and any change or amendment shall require the written approval by a vote of 76% or more of the parcel owners in accordance with the vote count schedule set forth above. Any change or amendment shall be in writing and duly filed with the Auglaize County Recorder's Office and referenced to this Agreement for consistency and enforceability. Any change or amendment that passes by the necessary majority vote shall become effective as of the date contained within the agreement making the amendment or change.

This grant of easement by The Meadows and the approval of this agreement by the current parcel owners is executed this 29th day of May, 2007 and is intended to be fully enforceable, to be applicable to all parcels later sold, and binding upon all said parcel owners, their successors and assigns.

**THE MEADOWS**, an Ohio General Partnership

x Shirley Wiesenmayer  
By: Shirley Wiesenmayer, Partner

x Mary Lu Stroh  
By: Mary Lu Stroh, Partner

**STATE OF OHIO, COUNTY OF AUGLAIZE ) SS:**

Before me, a Notary Public in and for said County and State, personally appeared the above named **MARY LU STROH** and **SHIRLEY WIESENMEYER**, the sole Partners of **THE MEADOWS**, an Ohio general partnership, who acknowledged that they did sign the foregoing instrument and that the same is their individual free act and deed and the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and official seal at Wapakoneta, Ohio this 29th day of May, 2007.



Courtney W. Borkin  
NOTARY PUBLIC - STATE OF OHIO  
Commission does not expire pursuant  
to Section 147.03 O.R.C.