

COVENANT OF RESTRICTIONS

APPROVAL OF PLAN

1. No buildings or structures of any kind shall be constructed or placed upon the above described land, nor shall any existing building or structure be altered in exterior appearance in any way until the plans therefore have been approved in writing by SOUTHMOOR SHORES, INC., its successors or assigns. Refusal or approval of such plans may be based upon any grounds including purely aesthetic grounds, and shall be solely within the discretion of SOUTHMOOR SHORES, INC., its successors or assigns. When SOUTHMOOR SHORES, INC. shall have sold all the lots in said subdivision, it will notify all the lot owners of this fact and assign the approval of plans as provided in this paragraph to the proper committee of property owners in this subdivision. No Building shall contain less than 600 sq. ft. of living space.

2. No fences shall be constructed along the front, side, or rear lot lines of any lot unless plans therefore shall have first been approved by SOUTHMOOR SHORES, INC. in accordance with the provisions of the preceding paragraph. No Hedges, trees, or other plantings which when fully grown will materially obstruct the waterway view from adjoining and nearby property shall be placed behind the rear building line on waterfront lots.

3. The approval of plans pursuant to this provision shall specifically be exercised so as to prevent the erection of structures having a similar exterior design or elevation in proximity to an existing structure.

COMPLETION OF CONSTRUCTION - REMEDY

4. When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress towards completion for a continuous six (6) months period then the SOUTHMOOR SHORES, INC., its successors or assigns, shall have the right to notify the owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely in the discretion of SOUTHMOOR SHORES, INC. and may include but not limited to aesthetic grounds. The owner in fact of such property shall be liable for all costs incurred in such action, and the total costs thereof will be a lien on his property, which lien may be foreclosed in this manner provided for foreclosure of mortgages in the State of Ohio.

ANTENNAS

5. No television or other antenna which is visible from the street, waterway, or adjoining property is permitted unless specific approval for such granted by SOUTHMOOR SHORES, INC., its successors or assigns except for master tower located at the Southwest corner of Lot 31 in favor of S.F.H. Cablevision.

UNDERGROUND WIRES

6. All telephone, electric and other wires of all kinds must be underground from the poles or the underground transmission cables located within the platted utility easements to the building or use connected.

BOAT SLIPS, DOCKS, AND SEA WALLS

7. A dock is permitted so long as the same is constructed parallel to the channel easement line as recorded on each lot built in a neat and workmanlike manner, and does not block the channel. Approval of the plans to be same as in Paragraph No. 1 above.

PETS

8. Dogs and cats, provided they are not kept, bred, or maintained for any commercial purpose, may be kept on the above described property. No other animals, live stock, poultry of any kind, shall be kept, raised, or bred on any part of the above described property.

GENERAL APPEARANCE

9. Clothes lines or drying yards shall be so located so as not to be visible from the street, waterways, or adjoining properties.
10. Outside garbage and rubbish disposal facilities shall be either underground or in garbage bins, fully enclosed, covered and screened.
11. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, provided that after proper notice if such condition is not corrected, SOUTHMOOR SHORES, INC., shall have the right to enter upon the premises and make such correction at the expense of the owner.
12. No noxious or offensive activity shall be carried on upon the above described property, or upon any part, portion or tract thereof, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

DRAINAGE

13. No changes in the elevations of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.

REMEDIES - SEPARABILITY

14. In the event of violation or breach of any of these restrictions, SOUTHMOOR SHORES, INC. its successors or assigns shall have the right to proceed at law or in equity to compel compliance with terms hereof to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions herein contained shall not in any way affect any of the other restrictions which shall remain in full force & effect.

DURATION OF RESTRICTIONS

15. THESE covenants & restrictions are to run with the land and shall be binding upon the undersigned and upon the parties and upon all persons claiming under them until January 1, 1980 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots or tracts it is agreed to change said covenants in whole or in part.

DEDICATION

Southmoor Shores Inc, represented by Robert C. Giesken, its PRES. and John R. Sansalone, its Vice PRES. the owners of the land contained in the hereon plat, hereby adopt the said plat. We grant unto Auglaize County, Ohio its successors and assigns forever easements for sewers as shown hereon.

STATE OF OHIO AUGLAIZE COUNTY

Be it remembered that on this 11th day of SEPTEMBER, 1978 A.D. Before me a Notary Public in and for said County and State, personally came,

Southmoor Shores Inc. represented by its President Robert C. Giesken and its Vice President John R. Sansalone and acknowledged signing & sealing of this Plat to be their voluntary Act and Deed for the Use and Purpose herein stated and in testimony whereof I have hereunto subscribed my hand and affixed my Notarial Seal this and year aforesaid.

John R. Sansalone
Notary Public, State of Ohio
My Commission Expires 6-27-83

WITNESS

By Thomas P. Sansalone
By Gregory Umbach

BOARD OF HEALTH APPROVAL
This Plat approved by Auglaize County Board of Health on this 25th day of OCTOBER 1978

John R. Sansalone
AUGLAIZE COUNTY BOARD OF HEALTH

PLANNING COMMISSION APPROVAL
Approval by the Planning Commission of the City of St. Marys, Ohio was resolved at the meeting on this 17th day of October 1978.

Kenneth E. Hegemann
Secretary of the Commission

COUNTY ENGINEER'S APPROVAL
Since Southmoor Shores Drive has been improved to the standards of street construction required by this office, I recommend approval and acceptance of this plat on this _____ day of _____ 1978.

Wayton H. Stimmel
Auglaize County Engineer

COUNTY COMMISSIONER'S APPROVAL
We the undersigned, Commissioners of Auglaize County, Ohio, do hereby approve and accept this plat this _____ day of _____ 1978.

Wayton H. Stimmel
Howard Wilson
William Link
FEE \$
Vernon E. Doenges
Auglaize County Auditor

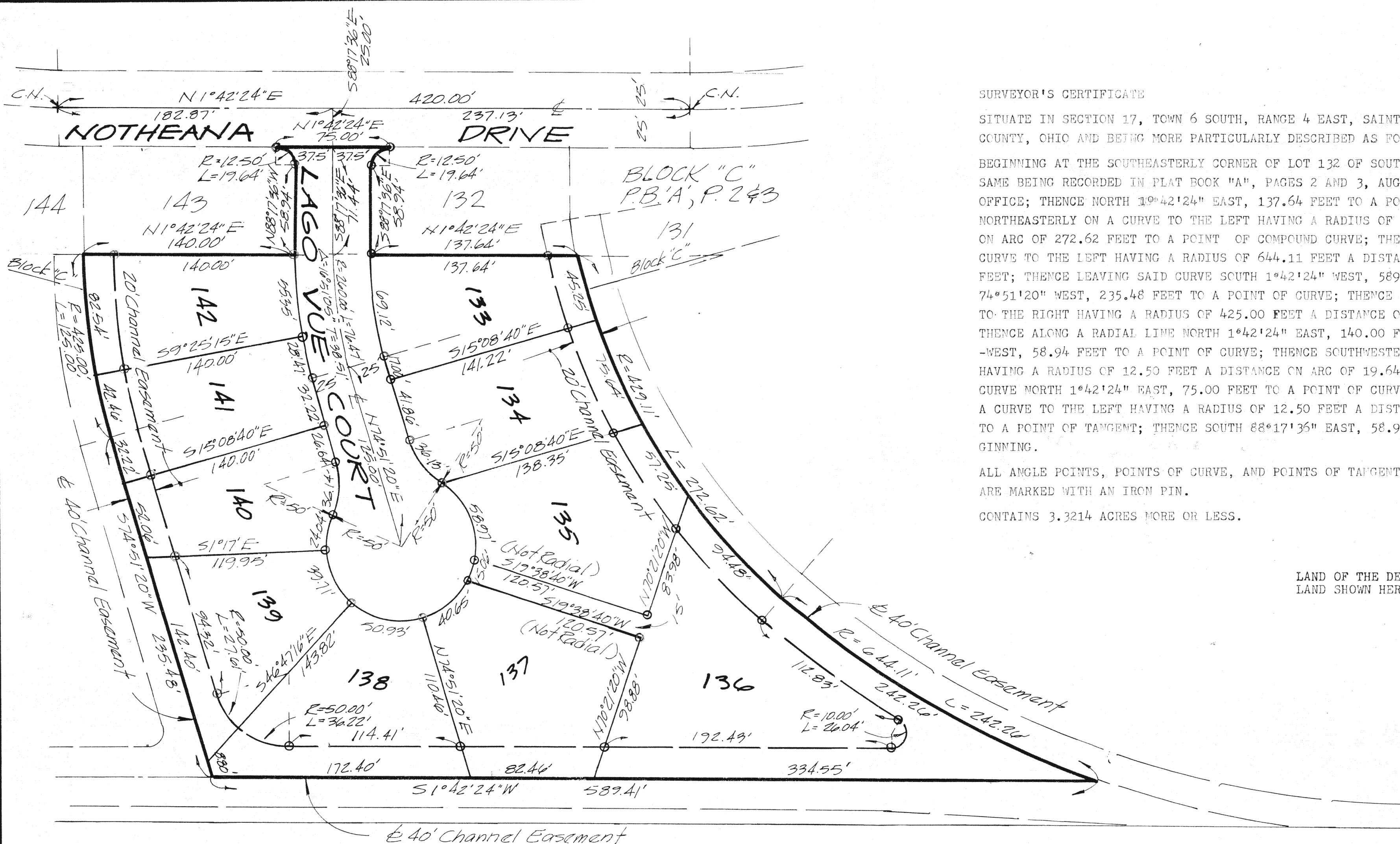
COUNTY AUDITOR'S CERTIFICATE
This Plat was filed for transfer this _____ day of _____ 1978.

COUNTY RECORDER'S CERTIFICATE
US 158900
Filed for record in the Auglaize County, Ohio, Recorder's Office this 24th day of Oct. 1978 at 2:25 o'clock P.M. and recorded in Auglaize County, Ohio, Plat Cabinet A on Pages B-88-A89.
\$16.70
LeRoy H. Kruse
Auglaize County Recorder

CHANNEL EASEMENT

The channel easements as shown hereon are for the common use of all lot owners within Southmoor Shores, for ingress and egress and free passage thereon by watercraft. No improvement of any kind shall be made within said easement that will interfere with ingress and egress of watercraft. Boat docks within said easement shall comply w/ Paragraph 7 of Covenant of Restrictions. Sea Walls shall be constructed w/ face of same along easement line as recorded for each lot line of this Plat. The repair and maintenance of the sea walls and of the channel as recorded on each lot, including keeping the channel navigable shall be the responsibility of each lot owner. Failure to repair and maintain said sea wall & channel shall give each or any group of owners the right to repair or maintain as herein contemplated at the cost of the owner neglecting to do so, and said cost shall be a lien against the subject lot collectable in a court of law.

SOUTHMOOR SHORES BLK. 'F'	
SEC. 17, T. 6 S, R. 4 E, ST. MARY TWP.	
AUGLAIZE COUNTY, OHIO	
JOHN R. SANSALONE & CO.	
CIVIL ENGINEERS & SURVEYORS	
1008 MARSHALL AVE CINCINNATI, OHIO 45225	
SHEET 1 of 2	SCALE: NONE
	DEC. 1976



SURVEYOR'S CERTIFICATE

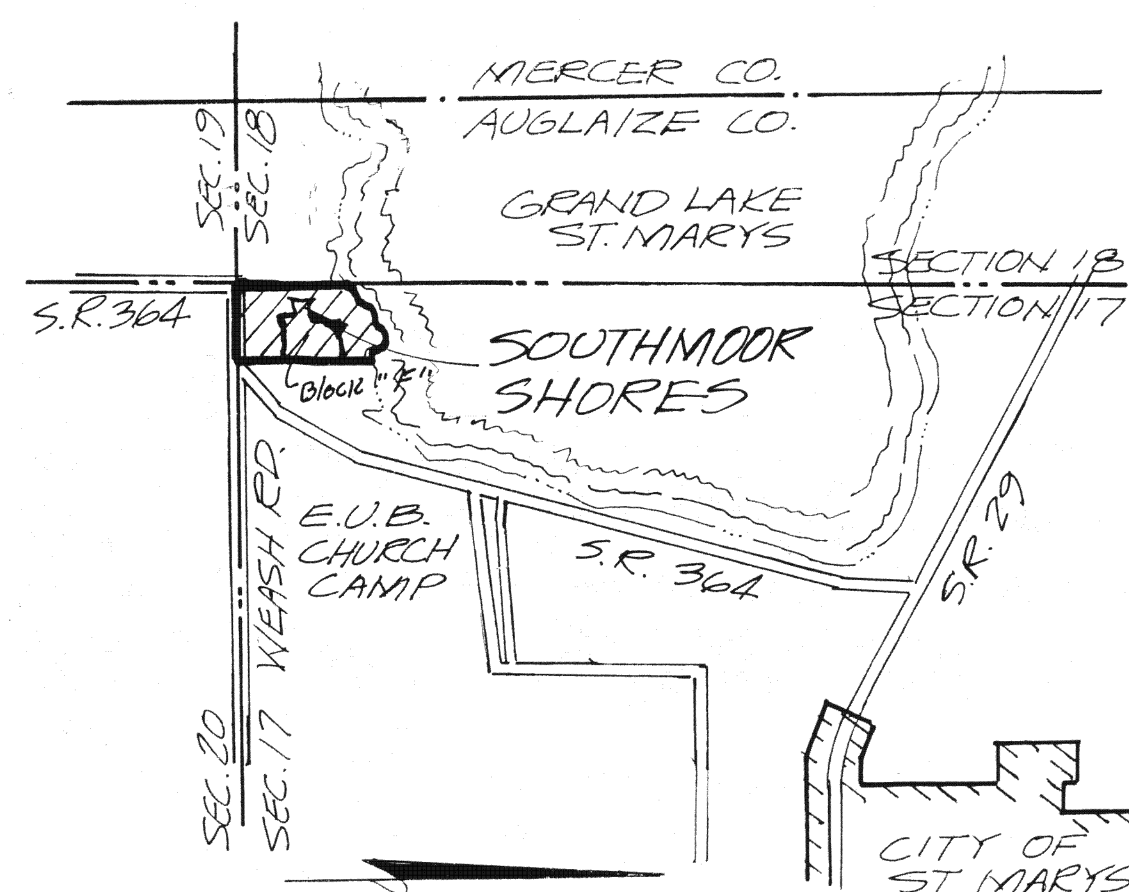
SITUATE IN SECTION 17, TOWN 6 SOUTH, RANGE 4 EAST, SAINT MARY TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 132 OF SOUTHMOOR SHORES BLOCK "C", SAME BEING RECORDED IN PLAT BOOK "A", PAGES 2 AND 3, AUGLAIZE COUNTY RECORDER'S OFFICE; THENCE NORTH $19^{\circ}42'24''$ EAST, 137.64 FEET TO A POINT ON CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 429.11 FEET, A DISTANCE ON ARC OF 272.62 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 644.11 FEET A DISTANCE ON ARC OF 242.26 FEET; THENCE LEAVING SAID CURVE SOUTH $1^{\circ}42'24''$ WEST, 589.41 FEET; THENCE SOUTH $74^{\circ}51'20''$ WEST, 235.48 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET A DISTANCE OF ARC OF 125.00 FEET; THENCE ALONG A RADIAL LINE NORTH $1^{\circ}42'24''$ EAST, 140.00 FEET; THENCE NORTH $88^{\circ}17'36''$ -WEST, 58.94 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 12.50 FEET A DISTANCE ON ARC OF 19.64 FEET; THENCE LEAVING SAID CURVE NORTH $1^{\circ}42'24''$ EAST, 75.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 12.50 FEET A DISTANCE ON ARC OF 19.64 FEET TO A POINT OF TANGENT; THENCE SOUTH $88^{\circ}17'36''$ EAST, 58.94 FEET TO THE PLACE OF BEGINNING.

ALL ANGLE POINTS, POINTS OF CURVE, AND POINTS OF TANGENT IN THE ABOVE DESCRIPTION ARE MARKED WITH AN IRON PIN.

CONTAINS 3.3214 ACRES MORE OR LESS.

LAND OF THE DEDICATORS:
LAND SHOWN HEREON IS ALL THE LAND OF THE DEDICATORS.



Indicates I.P.

SURVEY CERTIFICATION

I certify that I have made a survey of the subdivision shown hereon and verify all dimensions



John R. Sansalone
Registered Surveyor

SOUTHMOOR SHORES BLOCK "F"	
SEC. 17, T. 6S., R. 4E., ST. MARY TWP. AUGLAIZE COUNTY, OHIO	
JOHN R. SANSALONE & CO. CIVIL ENGINEERS & SURVEYORS 1008 MARSHALL AVE. CINCINNATI, OHIO	
SHEET 2 OF 2	SCALE: 1" = 50' AUGUST 1974