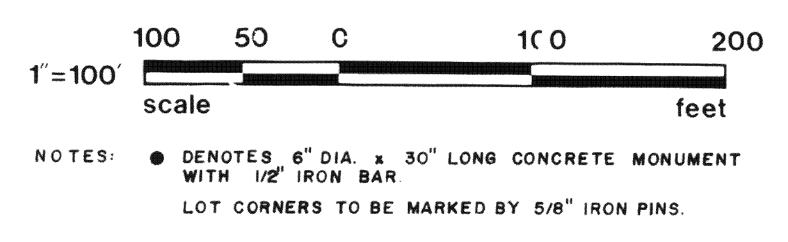
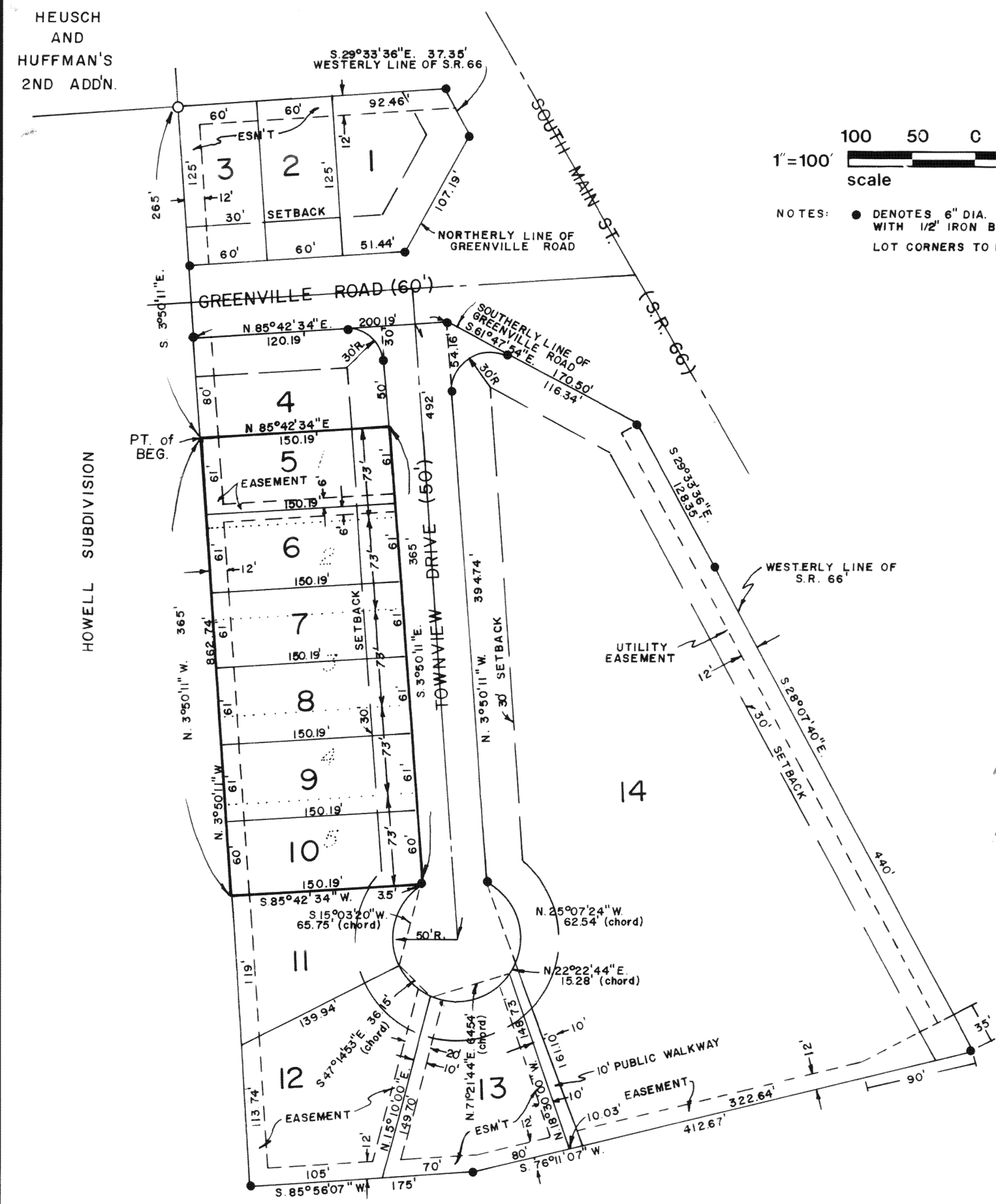


REPLAT OF THE REPLAT OF
TOWNVIEW TERRACE SUBDIVISION
IN
PART OF OUTLOT 93
TO THE
CITY OF SAINT MARYS
AUGLAIZE COUNTY
OHIO



DATE: MARCH 3, 1986

SURVEYOR'S CERTIFICATE

I hereby certify that the above plat is a true and accurate survey made under my supervision.
Thomas C. Hubbell
Thomas C. Hubbell
Reg. Surveyor #5044

OWNERS DEDICATION

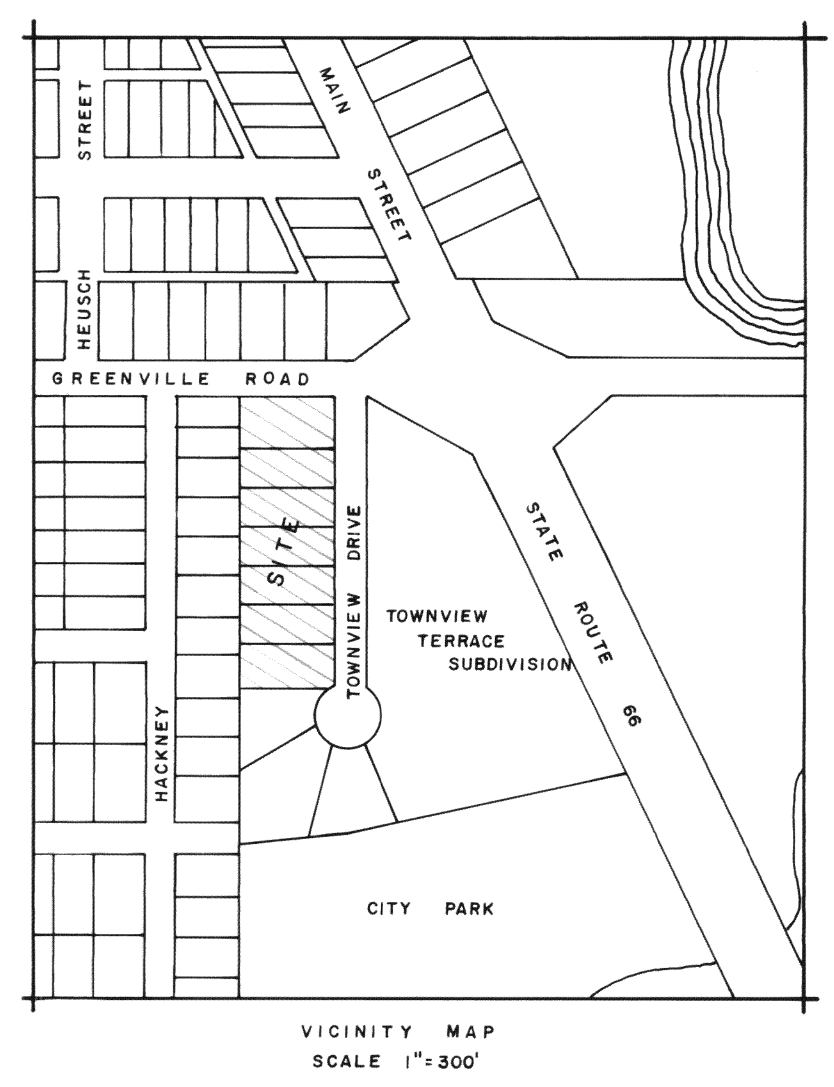
Know all men by these presents:
We the undersigned owners of the within described lands, have caused the area encompassed by this plat to be surveyed, platted and to be known as the Replat of the Replat of lots 1 thru 5 in Townview Terrace Subdivision to the City of St. Marys, Ohio and do hereby certify that the said plat is a true representation of the same. FRANK AND MACKENBACH REAL ESTATE INC.

By Frank and Mackenbach Real Estate Inc. March 18 1986
Owner Date
By Frank and Mackenbach Real Estate Inc. March 18 1986
Owner Date

ACKNOWLEDGEMENT

Before me, a Notary Public in and for the said County of Auglaize, State of Ohio, personally appeared the above signed owners and acknowledged the signing of the foregoing instrument to be their own free act and deed.
In testimony whereof, I have affixed my hand and seal this 18th day of March, 1986.

Ray L. Neil Smith
Notary Public in and for said
County of Auglaize, State of Ohio.
My Commission Expires 10-3-87.



DESCRIPTION

A parcel of land being all of lots 1 thru 5 in the Replat of Part of Townview Terrace Subdivision, a subdivision in the City of St. Marys, Auglaize County, Ohio also being part of Outlot 93 in the east 1/2 of Section 10, Township 6 South, Range 4 East and being more particularly bounded and described as follows:
Commencing at the intersection of the southerly line of Heusch and Huffman's 2nd Addition to St. Marys with the westerly line of said Townview Terrace Subdivision; thence S 03°-50'-11" E along said westerly line of Townview Terrace Subdivision a distance of 265.00' to the southwesterly corner of lot 4 in said Townview Terrace Subdivision said point also being the northwesterly corner of lot 1 in the said Replat of Townview Terrace Subdivision said point also being the True Point of Beginning; thence N 85°-42'-34" E along the southerly line of said lot 4, said line also being the northerly line of said lot 1, a distance of 150.19' to the westerly right-of-way line of Townview Drive said point also being the southeasterly corner of said lot 4 and the northeasterly corner of said lot 1; thence S 03°-50'-11" E along said westerly right-of-way line of Townview Drive a distance of 365.00' to the southeasterly corner of lot 5 in said Replat of Townview Terrace Subdivision said point also being the northeasterly corner of lot 11 in said Townview Terrace Subdivision; thence S 85°-42'-34" W along the southerly line of said lot 5 said line also being the northerly line of said lot 11 a distance of 150.19' to the said westerly line of Townview Terrace Subdivision said point also being the southwesterly corner of said lot 5 and the northwesterly corner of said lot 11; thence N 03°-50'-11" W along the said westerly line of Townview Terrace Subdivision a distance of 365.00' to the True Point of Beginning.
Containing 1.26 acres of land more or less, subject to all rights-of-way and easements of record.
Note: All bearings refer to the westerly line of Townview Terrace Subdivision as being N 03°-50'-11" W.

PLANNING COMMISSION APPROVAL

Approved by the planning commission of the City of St. Marys, Ohio, at the meeting of
3-13-86
J.D. Brothart
Secretary Planning Commission Date 3-13-86

CERTIFICATE OF ACCEPTANCE

All improvements have been installed and approved in accordance with pertinent City Ordinance
J.D. Brothart
Director of Public Service Date 3-18-86

COUNTY AUDITORS CERTIFICATE

I hereby certify that there are no unpaid taxes on this land comprising the Replat of the Replat of lots 1 thru 5 in Townview Terrace Subdivision to the City of St. Marys, Ohio and that this plat was filed for transfer in the Office of the Auglaize County Auditor, the 18 day of March, 1986.
Vernon E. Daenger
Auditor 1176

COUNTY RECORDERS CERTIFICATE

Received for recording in the Office of the Auglaize County Recorder this 18th day of March, 1986, at 1:51 o'clock and is recorded in Plat Book A, Page 307.
Marilyn E. Schumann
Recorder By Chris Amico Deputy

PROTECTIVE COVENANTS

As a part of a general plan for the development of the real estate in the residential area on the foregoing plat, and for the common advantage and benefit of the purchasers of any of the lots shown on said plat, the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the common benefit of said property and for each owner thereof, shall inure to and pass with said property and each and every parcel thereof, and shall apply to and be binding upon the purchasers and successors in interest; and the restrictions, covenants, reservations, easements, liens and charges applicable to each tract, lot or parcel, shall inure to the benefit of and be enforceable by the purchasers of every tract, lot or parcel, and their successors in interest.

The tracts, lots and parcels of real estate shown and described on this plat are and shall be held, transferred, sold and conveyed subject to the following conditions, restrictions, covenants, reservations, easements, liens and charges:

1. Said tract and lots shall be used for residence purposes only and not for any purpose of business or trade or public entertainment or resort; and no nuisance, advertising sign, billboard or other advertising device shall be erected or permitted upon said lots or any of them be used in any way which may endanger health or unreasonably detract from the quiet of adjacent lots or premises.

2. One lot or more, as platted shall constitute a building site and no building or structure shall be erected, placed, maintained or permitted to remain upon any such lot in said Subdivision other than as permitted by the Zoning Laws and Restrictions of the City of St. Marys.

3. No buildings or structures other than one-family residences and multiple residential, not to exceed 2½ stories in height, together with customary outbuildings, such as private garages, home workshops, swimming pools and greenhouses, incidental to the residential use, of such building sites shall be erected, maintained or permitted upon any building site.

4. All buildings shall be constructed of new material and no building or other structure whatsoever erected elsewhere shall be permitted to be moved upon any building site, except architecturally compatible outbuildings and temporary contractor's buildings.

5. The building setback line, for residential building sites, shall be thirty feet from the street line as shown on the plat. No building or structure shall be located nearer than 7½ feet from the interior side property line.

6. No residential structure shall be erected on any building site of which the habitable floor area thereof, exclusive of, open porches and garages, is less than 1000 square feet.

7. Only open type fence or hedge not to exceed forty-two inches in height above ground level shall be erected or planted along property line and shall not extend closer to the street than the front wall of the house.

8. No animals, livestock or poultry shall be kept or maintained on any part of said building sites, except ordinary household pets which do not constitute an annoyance or nuisance; nor shall any house or camping trailer or Motor Home Coach be stored or permitted to remain upon any building site.

9. No oil or gas wells shall be drilled nor shall any mining or commercial excavating operation of any kind be conducted on any building site.

10. No trade or activity of a business nature shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance.

11. Easements for utility purposes as shown on the foregoing plat are reserved for the construction, operation and maintenance of poles, wires, conduits and the necessary and proper attachments in connection therewith for the transmission of electricity, for telephone and other purposes, also for the construction, operation and maintenance of drains, sewers and pipe lines for supplying gas, water and for any other public or quasi-public utility or function maintained, furnished or performed in any method beneath the surface of the ground. Easements shown on the plat may also be used by utility companies as the circumstances require without incurring any liabilities from property owners for damages to sod, shrubbery or other surface improvements.

12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in a location which is not exposed to public view.

13. The City of St. Marys is hereby granted for the sole purpose of street light installation and maintenance an easement upon, under and across a two and one-half foot strip parallel with and adjacent to each interior side lot line of each lot of said Addition, provided that such an easement is not granted hereby with reference to any such interior lot line as may fall within any tract created by a single purchase of more than one such lot.

14. These conditions, limitations, and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in Townview Terrace Subdivision, without being incorporated therein, and the acceptance of any contract, deed, lease, or instrument relating thereto shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of, or have any title to any lot or parcel of land situated in Townview Terrace Subdivision.

15. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. No basements or crawl spaces permitted. Slab elevations to be 863.00'.