

DEDICATION

Know all men by these present, that the undersigned owner of the lands embraced in this PLAT, (Lots 1, 2, and 3) do hereby certify the PLAT is a true representation of the same and do hereby dedicate the utility easements as shown on the accompanying PLAT of PineRidge Subdivision to the public use forever.

Witness my hand this 9th day of December, 1993.

Kimberly A. Prenger Ronald J. Gaerke
Witness Owner(s)
James O. Ediges Betty J. Gaerke
Witness Owner(s)

HEALTH COMMISSIONER'S APPROVAL

This PLAT is approved, subject to all health requirements for water and sewerage as outlined by the Auglaize County Health Department. Signed this 13 day of December, 1993.

Commissioner
Commissioner, Auglaize County Health Department

MINSTER VILLAGE PLANNING COMMISSION

This PLAT reviewed and approved this 7 day of December, 1993, by the Village of Minster Planning Commission.

Chairman Secretary

AUGLAIZE COUNTY RECORDER'S CERTIFICATE 00285

Filed for record in the Auglaize County, Ohio Recorder's Office this 12th day of January, 1994 at 10:10 A.M. and recorded in Auglaize County, Ohio, Plat Cabinet C, Page 73-74.

Marlene E. Schumann No. 43.20
Auglaize County Recorder

AUGLAIZE COUNTY AUDITOR'S CERTIFICATE

This PLAT was filed for transfer this 12 day of Jan, 1993.

Fee: \$
Karen Schumann
Karen Schumann
Auglaize County Auditor

MINSTER VILLAGE COUNCIL

This PLAT accepted and approved this 7th day of DECEMBER, 1993, by the Village of Minster Council, Resolution No. 93-12-2.

Mayor Clerk

ACKNOWLEDGEMENT: STATE OF OHIO, AUGLAIZE COUNTY

Be it remembered that on this 9th day of December, 1993 A.D. before me, a notary public, personally came Ronald J. Gaerke & Betty J. Gaerke and acknowledged the signing and sealing of this PLAT to be their voluntary act and deed for the use and purpose therein mentioned and in testimony hereof I have hereunto subscribed my name and affixed my official seal.

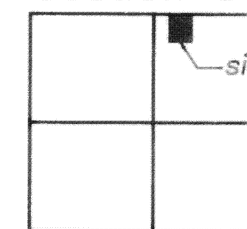
Kimberly A. Prenger
Notary Public, State of Ohio
My commission expires KIMBERLY A. PRENGER, Notary Public
In And For The State of Ohio
My Commission Expires Jan. 1, 1996

PineRidge Subdivision

Part of the North Half of the Northeast Quarter of Section 35, T-7-S, R-4-E, Jackson Township, Village of Minster, Ohio.

LOCATION PLAN

Section 35.



Jackson Township
T-7-S, R-4-E, Auglaize
County, Ohio.

N.W. Corner,
N.E. Quarter,
Section 35.

N.89°31'06"E.
338.18'

State Route 119

69.00' 274.50' 69.00'
30' R/W Line

SURVEYOR'S DESCRIPTION

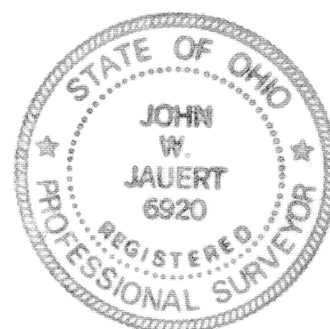
The following described tract of land is part of Lot No. 3 and No. 5 of the William Menke's Subdivision in the North Half of the Northeast Quarter of Section 35, Town 7 South, Range 4 East, Jackson Township and in the Village of Minster, Auglaize County, Ohio and is more particularly described as follows:

Commencing at a R.R. spike found at the Northwest Corner of the Northeast Quarter of Section 35, Jackson Township and in the centerline of State Route 119;
thence N.89°31'06"E. along the centerline of State Route 119 and the North line of the Northeast Quarter of Section 35, a distance of 338.18 feet to a point and the PLACE OF BEGINNING for the tract of land herein described.
thence continuing N.89°31'06"E. along the centerline of State Route 119 and the North line of the Northeast Quarter of Section 35, a distance of 412.50 feet to a point;
thence S.00°32'02"W. a distance of 668.76 feet to an iron pin set, passing thru an iron pin set for reference at 30.00 feet in the South Right-of-Way line of State Route 119;
thence S.89°31'06"W. along the South line of Lot No. 5 and Lot No. 3 and along the centerline of a 20 foot vacated alley, a distance of 412.50 feet to an iron pin found;
thence N.00°32'02"E. along the West line of Lot No. 3, a distance of 668.76 feet to the point in the centerline of State Route 119, passing thru an iron pin set for reference at 638.76 feet in the South Right-of-Way line of State Route 119, which was the true PLACE OF BEGINNING.

Containing in all 6.503 acre of which 0.284 acre has been dedicated for highway purposes. The above described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises. Previous deed reference: Volume OR 123, page 185 and Volume 220, page 190.

SURVEYOR'S CERTIFICATE

I hereby certify as a Registered Professional Surveyor, No. 6920, for the State of Ohio, this plat is in all respects correct and was prepared by an actual field survey by me in April, 1993.



John W. Jauert
Professional Surveyor No. 6920



SCALE

LEGEND

- Iron Pin Set
- Iron Pin Found
- △ R.R. Spike Found

Lot No. 3

2.386 Acre
0.189 Ac. R/W

Lot No. 2

1.973 Acre
0.047 Ac. R/W

Lot No. 1

1.973 Acre
0.047 Ac. R/W

Jauert
Surveying

17005 St. Rt. 198
Wapakoneta, Ohio
45895
(419) 738-8962

CLIENT: Ronald J. Gaerke
COUNTY: Auglaize TOWNSHIP: Jackson SEC.35
DRAWN BY: J. Jauert SCALE: 1"=80' DWG.#93-632A
CHECKED BY: D.W.C. DATE: APRIL 24th, 1993
SHEET 1 OF 2 (T-7-S; R-4-E)

PineRidge Subdivision

Declaration, Covenants, Conditions and Restrictions

ARTICLE 1:

WHEREAS, Ronald J. Gaerke is the owner (herein called the "Developer") of certain real estate situated in the County of Auglaize, State of Ohio, Consisting of 6.66 acres, PineRidge Subdivision, (herein referred to as the "Subdivision"), as described and shown on the Final Plat (herein referred to as the "Plat").

WHEREAS, the Developer desires to subject the Subdivision and each Lot located therein to, mutual and beneficial protective covenants, restrictions, reservations and easements for the mutual benefit of the future owners of said Lots.

NOW, THEREFORE, the Developer declares that (I) the Subdivision, and each of the Lots therein, shall be subject to the following restrictions, each of which is included for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision; (II) the restrictions contained herein shall run with the Land of the Subdivision and each Lot therein and shall be binding on all parties having or acquiring any right, title or intrest in any Lot or part thereof; and (III) the restrictions contained herein shall be for the benefit of each owner of each Lot or Lots in the Subdivision. The restrictions shall not be binding upon any other Land owned by the Developer other than the Land contained within the Lots in the Subdivision, even though such Land may be contiguous with the Land in the Subdivision.

ARTICLE 2:

CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

2.1 Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes.

2.2 Control Committee. The Control Committee (the Committee) shall be composed solely of the Developer with such right to continue until the Developer elects (by written instrument duly recorded in the Recorder's Office of Auglaize County, Ohio), to terminate his control of the committee. The developer shall at the latest terminate his control within 6 months after both residences have been constructed on Lot 1 and Lot 2. After the Developer's control of the Committee has been terminated, the three record owners of the Lots 1, 2 and 3 in the Subdivision shall each be a member of the Control Committee. A husband and wife shall be deemed to be one member. Each Lot shall have one vote in any decision of the Control Committee. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of the Declaration.

2.3 Committee Approval. No building, fence, wall, structure, parking lot, drainage improvement, utility connection, landscaping including existing trees, or other improvement shall be changed, commenced, erected or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until construction plans and specifications showing the nature, kind, shape, size, height, materials, colors and location of the same in adequate detail as required by the Committee, shall have been submitted to all members of the Committee by oral notification. Any specifications and plans regarding the actual construction of a residence on a Lot must be submitted in writing to the Committee. If any Committee member desires written plans and specifications concerning any proposal, the Committee must notify the owner requesting Committee approval. The owner requesting approval must then provide in writing in adequate detail as required by the Committee, the written plans and specifications. The plans and specifications must be approved in writing by the Committee as to harmony of external design, construction and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of such construction or landscaping with other construction in the Subdivision and as to the relative value and quality of such improvements, landscaping additions, changes, alterations or restorations.

In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then such approval will deemed to have been given. In the event the Committee shall need to hire outside consultants to review any plans or specifications, the Committee shall give written notification to the Lot owner requesting approval of their intent to hire a consultant. The Lot owner requesting approval shall have thirty (30) days to respond. The Committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. Any approval obtained hereunder, whether by default or otherwise, shall be null and void unless construction is commenced within 180 days after the date of approval or date of original sale, whichever occurs later.

2.4 Rules. The Committee may establish rules consistent with the standards set forth herein to govern the construction of any improvements, landscaping, additions or changes on units in the Subdivision.

ARTICLE 3: GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

3.1 No Lot shall be used for other than residential purposes, as approved by the Developer, and no soil or trees shall be removed for any commercial use.

3.2 No more than one residential home per Lot can be constructed within the Subdivision. No building shall be erected on any of said Lots other than one single-family residential structure. The living area of any residential structure shall be not less than 2,100 square feet, exclusive of garage, porches and basement.

3.3 The residential structure constructed on any lot must be constructed of brick, stone or cedar and or a combination of each for outer building surface or upon approval of Developer.

3.4 Any unattached building or utility must be constructed of the same matching exterior surface material as the residential structure and must be located South of the residential structure located on Lot 1 or Lot 2.

3.5 A finished cement or blacktop driveway must be provided by the owners of Lot 1 and Lot 2 and must be completed 4 months after moving into the the residence. Gravel driveway from the road frontage at State Route 119 cannot be installed before the construction begins on any Lot. The West edge of finished driveway for Lot 2, shall be approximately 20 feet from the West Lot line of the Subdivision. The East edge of the finished driveway for Lot 1, shall be approximately 20 feet from the East line of the Subdivision.

3.6 The location of a residential structure on Lot 1 must not be less than 160 feet at the Northern most point of the constructed home from the Southern most point of the nearest structure on Lot 3. The location of a residential structure on Lot 2 must not be less than 180 feet at the Northern most point of the constructed home from the Southern most point of the nearest structure on Lot 3.

3.7 No building shall be constructed on Lot 1 or Lot 2 within 60 feet of the survey line separating Lot 1 and Lot 2.

3.8 Owners of Lot 1 and Lot 2 must repare of reroute existing tile used for drainage if lines were cut or severed by trenching or digging. Rerouting or repairing broken existing lines must be approved by initial installer or the Owner of Lot 3. Hook up to these drainage lines by owners of Lot 1 and Lot 2 must be approved by owner of Lot 3 who installed them.

3.9 Any excavation or land filling that is completed must be done so that any topographic surface water must be directed South towards normal waterway to Lake Loramie and not North to Lot 3.

3.10 No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. No outhouses shall be permitted on any part of the property; all toilet facilities must be contained within the main dwelling.

3.11 No animals, livestock or poultry of any kind shall be raised, boarded, bred or kept on any Lot, excepting dogs, cats or other household pets except by permission of the Committee. Fires must be contained, enclosed and carefully supervised.

3.12 No boat, boat trailer, house trailer, camper, van, recreational vehicle, tent or equipment, old cars or vehicles of a similar nature shall be parked or stored on any road, street, driveway, yard or lot in the subdivision for any period of time in excess of 14 days except in garages or other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from any street or neighboring yard.

3.13 All Lots, wether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Committee for itself and its agents, the right, but not the obligation, after ten (10) days notice to any Lot owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Committee, detracts from the overall beauty or safety of the Subdivision. Such entrance upon such property for such purpose shall be during daylight hours on any day except Sunday, and shall not constitute a trespass. The Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at Law or equity; provided, however that such Lien shall be subordinate to the Lien of any first mortgage or deed of trust encumbering such Lot. The provisions of this section shall not be construed as an obligation on the part of the Committee to mow, clear, cut or prune any Lot, nor to provide garbage or trash removal services.

3.14 Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the lot at any time except during refuse collection.

3.15 No oil or natural gas drilling, refining, quarrying or mining operations shall be permitted upon any lot. Containers for storage of home heating oil or propane gas for use by the individual property owner only, shall be allowed and shall be installed underground. Said containers must meet all specifications and requirements of the Ohio State Fire Marshall.

3.16 The use of solar panels shall be permitted when placement and design are part of the architectural character of the structure as approved by the Committee.

3.17 Antennas, satellite dishes and other receiving and/or transmitting equipment shall be installed to minimize visibility from the street and must be approved by the Committee.

3.18 Vents protuding through the roof should be placed on the rear roof surfaces when possible and/or be painted a color to blend with roof coloring.

3.19 Mail boxes shall meet U.S. Postal Service specifications, and match the architectural character of the structure and be approved by the Committee.

3.20 These restrictions may be enforced by the Committee herein or by the owner of any lot in said Subdivision, either by proceedings for injunction or to recover damages for breach thereof, or both. Failure on the part of anyone to enforce any one or more provisions hereof, shall not invalidate said restrictions.

ARTICLE 4: LOT OWNER ACCEPTANCE

4.1 The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to such lot, or by the execution of a contract for the purchase thereof, whether from the Developer or from a subsequent owner of such lot, shall accept and shall be deemed to have accepted, such deed or other contract upon and subject to these restrictions herein contained, all of the same being covenants running with the land.

ARTICLE 5: TERM AND MODIFICATION

5.1 This declaration may be amended only by the sole act of the Developer up to the time the Developer relinquishes control of the Committee. Thereafter, a majority vote of the lot owners (with each lot having one vote) may amend this Declaration. Unless so amended this Declaration shall run for an initial period of 30 years with successive automatic renewal periods of 10 years.

ARTICLE 6: SEVERABILITY

6.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way affect any of the other restrictions.

6.2 The provisions of these restrictions are in addition to, and supplemental of, the Outline Plan conditions set forth on the Plat and any ordinances, laws and regulations of the Village of Minster, Auglaize County, Ohio.

ARTICLE 7: COMMITTEE ADDRESS

7.1 All matters or plans required to be submitted to the Committee for approval or review shall be addressed and delivered to the Committee, c/o Ronald J. Gaerke, 4610 St. Rt. 119 East, Minster Ohio 45865, or to such other addresses the Committee shall subsequently designate by written instrument duly recorded in the Recorder's Office of Auglaize County, Ohio.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the opinion of the Committee shall be final, and in no event be deemed arbitrary or capricious.

8.2 The Committee, its members, agents, employees and contractors shall not be liable to any owner or any other party for loss, claims or demand asserted on account of their administration of the Committee or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

8.3 The Committee may adopt and enforce reasonable rules and regulations pertaining to the construction on, and use of, the lots in the subdivision, which shall be binding on the owners of lots in the Subdivision in the same manner as this Declaration.

Jauert Surveying		17005 St. Rt. 198 Wapakoneta, Ohio 45895 (419) 738-8962
CLIENT: Ronald J. Gaerke		
COUNTY: Auglaize	TOWNSHIP: Jackson	SEC.35
DRAWN BY: J. Jauert	SCALE: 1"=80'	DWG.# 93-632A
CHECKED BY: D.W.C.	DATE: JANUARY 11th, 1994	
SHEET 2 OF 2		(T- 7 -S; R- 4 -E)