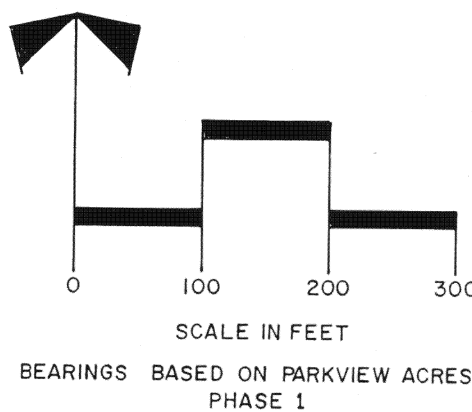


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MARLENE SCHUMANN  
AUGLAIZE CO. RECORDER

# PARKVIEW ACRES

## SUBDIVISION, PHASE 5

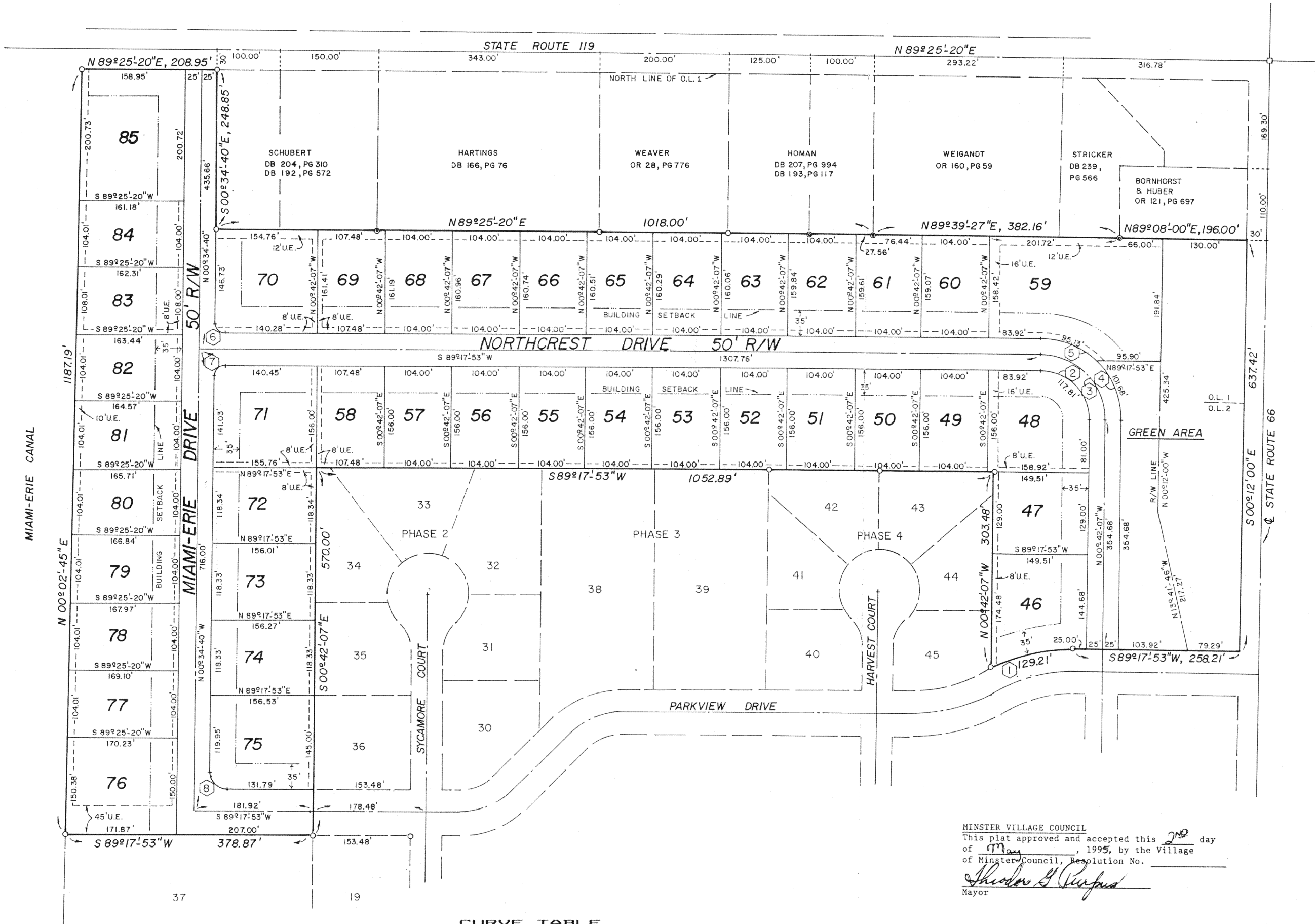
### MINSTER, OHIO



**LEGEND**

- ⊙ IRON PIPE, FOUND
- IRON PIN, FOUND
- MONUMENT BOX, FOUND

NOTE: 5/8" x 30" REBAR W/CAP TO BE SET AT ALL LOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES.



CURVE TABLE

CURVE No.	RADIUS	DELTA <	ARC LENGTH	L. CHORD BRG.	L. CHORD
1	275.00'	26°55'12"	129.21'	N 75°50'17" E	128.02'
2	75.00'	90°00'00"	117.81'	S 45°42'07" E	106.07'
3	100.00'	90°00'00"	157.08'	N 45°42'07" W	141.42'
4	125.00'	46°23'38"	101.68'	S 23°53'56" E	98.47'
5	125.00'	43°36'22"	95.13'	S 68°53'56" E	92.85'
6	15.00'	90°07'27"	23.59'	N 45°38'23" W	21.24'
7	15.00'	89°52'33"	23.53'	N 44°21'36" E	21.19'
8	25.00'	90°07'27"	39.32'	S 45°38'23" E	35.39'

MINSTER VILLAGE COUNCIL  
This plat approved and accepted this 2nd day of May, 1995, by the Village of Minster Council, Resolution No. 1995-05  
*Richard G. Ruffus*  
Mayor

MINSTER VILLAGE PLANNING COMMISSION  
This plat reviewed and approved this 11 day of May, 1995, by the Village of Minster Planning Commission.  
*Joe Lathrop Jr.*  
Chairman

#### LEGAL DESCRIPTION

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWN 7 SOUTH, RANGE 4 EAST, IN THE VILLAGE OF MINSTER, JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE NORTHWEST CORNER OF LOT NUMBER 19 OF PARKVIEW ACRES SUBDIVISION, PHASE 1;

THENCE, SOUTH 89° 17' 53" WEST, 378.87 FEET, TO AN IRON PIN IN THE EAST RIGHT-OF-WAY LINE OF THE MIAMI-ERIE CANAL;

THENCE, NORTH 00° 02' 45" EAST, 1187.19 FEET, ALONG THE EAST RIGHT-OF-WAY LINE OF THE CANAL, TO AN IRON PIN IN THE NORTH LINE OF OUTLOT NUMBER ONE AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 119;

THENCE, NORTH 89° 25' 20" EAST, 208.95 FEET, ALONG THE NORTH LINE OF OUTLOT NUMBER ONE AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 119, TO AN IRON PIN IN THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN DEED BOOK 204, PAGE 310;

THENCE, SOUTH 00° 34' 40" EAST, 248.85 FEET, ALONG THE WEST LINE OF THE AFORESAID TRACT, TO AN IRON PIN IN THE SOUTHWEST CORNER OF SAID TRACT;

THENCE, NORTH 89° 25' 20" EAST, 1018.00 FEET, ALONG THE SOUTH LINE OF TRACTS RECORDED IN DEED BOOK 204, PAGE 310, DEED BOOK 192, PAGE 572, DEED BOOK 166, PAGE 76, OR, VOL. 28, PAGE 776, DEED BOOK 207, PAGE 994, AND DEED BOOK 193, PAGE 117, TO AN IRON PIPE FOUND;

THENCE, NORTH 89° 39' 27" EAST, 382.16 FEET, ALONG THE SOUTH LINE OF TRACTS RECORDED IN OR. VOL. 160, PAGE 59, AND DEED BOOK 239, PAGE 566, TO AN IRON PIPE FOUND;

THENCE, NORTH 89° 08' 00" EAST, 196.00 FEET, ALONG THE SOUTH LINE OF A TRACT OF LAND AS RECORDED IN OR. VOL. 121, PAGE 697, TO AN IRON PIN IN THE EAST LINE OF OUTLOT NUMBER ONE;

THENCE, SOUTH 00° 12' 00" EAST, 637.42 FEET, ALONG THE EAST LINE OF OUTLOTS NUMBER ONE AND TWO, TO AN IRON PIN IN THE NORTH RIGHT-OF-WAY LINE OF PARKVIEW DRIVE;

THENCE, SOUTH 89° 17' 53" WEST, 258.21 FEET, ALONG THE NORTH RIGHT-OF-WAY LINE OF PARKVIEW DRIVE, TO AN IRON PIN;

THENCE, IN A WESTERLY DIRECTION, 129.21 FEET, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND DELTA ANGLE OF 26° 55' 12", TO AN IRON PIN IN THE SOUTHEAST CORNER OF LOT NUMBER 45 OF PARKVIEW ACRES SUBDIVISION, PHASE 4;

THENCE, NORTH 00° 42' 07" WEST, 303.48 FEET, ALONG THE EAST LINE OF PARKVIEW ACRES SUBDIVISION, PHASE 4, TO AN IRON PIN;

THENCE, SOUTH 89° 17' 53" WEST, 1052.89 FEET, ALONG THE NORTH LINE OF PARKVIEW ACRES SUBDIVISION, PHASES 4, 3, AND 2, TO AN IRON PIN;

THENCE, SOUTH 00° 42' 07" EAST, 570.00 FEET, ALONG THE WEST LINE OF PARKVIEW ACRES SUBDIVISION, PHASE 2, TO THE PRINCIPAL PLACE OF BEGINNING.

CONTAINING A TOTAL OF 23.746 ACRES MORE OR LESS INCLUDING 3.679 ACRES MORE OR LESS IN STREET RIGHT-OF-WAY DEDICATED TO THE PUBLIC HEREON.

#### DEDICATION

WE THE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE PROPOSED STREETS, EASEMENTS AND CAPTIONED "GREEN AREA" AS SHOWN HEREON.

Witness *Don Scholt* Date 12-26-95  
Witness *Don Scholt* Date 12-26-95  
Ben G. Baumer, owner  
Ben G. Baumer, owner

#### ACKNOWLEDGEMENT

STATE OF OHIO, AUGLAIZE COUNTY, ss

BE IT REMEMBERED THAT ON THIS 26 DAY OF December, 1995 BEFORE ME, A NOTARY PUBLIC IN AUGLAIZE COUNTY, CAME PERSONALLY THE OWNERS OF THE LAND PLATTED HEREON, AND I HEREBY ACKNOWLEDGE THEIR SIGNING TO BE A VOLUNTARY ACT AND DEED FOR THE PURPOSES HEREIN STATED.

IN TESTIMONY WHEREOF I HAVE SUBSCRIBED MY NAME AND AFFIXED MY NOTARY SEAL THIS 26 DAY OF December, 1995.

MY COMMISSION EXPIRES: 7-22-99

*Kristine E. Kuenning*  
Notary Public

Kristine E. Kuenning  
Notary Public for the State of Ohio  
Recorded in Auglaize County  
My Commission Expires 7-22-99

*Steven E. Bowersox* 03-03-1994  
STEVEN E. BOWERSOX  
OHIO PROF. SURVEYOR No. 7059



*Auglaize Co. Auditor*  
*Marlene Schumann*  
27 December 1995

DEDICATION

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MARLENE SCHUMANN  
AUGLAIZE CO. RECORDER

WHEREAS, Argus Group ("Argus"), an Ohio General Partnership is the owner of the land described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Argus on Dec. 27, 1995 filed a plat with the Auglaize County Recorder which is recorded at Plat Cabinet C, Slide 110, platting the Property as Parkview Acres Phase 5 ("Plat") and dedicating certain portions thereof for the public use; and

WHEREAS, the dedication thereof recited the partners of Argus as owners of the Property in their individual capacity and was not lawfully executed;

NOW, THEREFORE, the undersigned, Argus by Jerry J. Baumer and Ben G. Baumer, being all its partners, as shown by the Partnership Certificate recorded at Official Record Volume 111, Page 34 of the Records of Auglaize County, Ohio, certify that:

it is the owner of the Property shown on the Plat, that it assents to and adopts the subdivision of the same and that it hereby dedicates the streets, easements and captioned "Green Area" as shown thereon to the public use forever.

Signed this 27<sup>th</sup> day of JUNE, 1996.

SIGNED IN THE PRESENCE OF:

Marlene Schumann  
Mary Ann Baumer

ARGUS GROUP, an Ohio General Partnership

By Jerry J. Baumer  
Jerry J. Baumer, Partner

By Ben G. Baumer  
Ben G. Baumer, Partner

STATE OF OHIO )  
)SS:  
COUNTY OF AUGLAIZE )

Before me, a notary public in and for said County and State, personally appeared the above-named ARGUS GROUPS, an Ohio General Partnership, by and through Jerry J. Baumer and Ben G. Baumer, the only partners thereof, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of the Partnership.

In Testimony Whereof, I have hereunto set my hand and official seal, at Minster, Ohio this 27<sup>th</sup> day of June, 1996.

Phyllis A. Baumer  
Notary Public  
PHYLLIS A. BAUMER  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires May 6, 1998

RE6ARGUS.DED  
05:mkh 06/14/96

EXHIBIT A

Being a part of the northeast quarter of Section 27, Town 7 South, Range 4 East, in the Village of Minster, Jackson Township, Auglaize County, Ohio and being more fully described as follows:

Beginning at an iron pin in the northwest corner of lot number 19 of Parkview Acres Subdivision, Phase I;

Thence, South 89° 17' 53" West, 378.87 feet, to an iron pin in the east right-of-way line of the Miami-Erie Canal;

Thence, North 00° 02' 45" East, 1187.19 feet, along the East right-of-way line of the canal, to an iron pin in the North line of Outlot Number One and the South right-of-way line of State Route 119;

Thence, North 89° 25' 20" East, 208.95 feet, along the North line of Outlot Number One and the South right-of-way line of State Route 119, to an iron pin in the Northwest corner of a tract of land as recorded in deed book 204, page 310;

Thence, South 00° 34' 40" East, 248.85 feet, along the West line of the aforesaid tract, to an iron pin in the Southwest corner of said tract;

Thence, North 89° 25' 20" east, 1018.00 feet, along the South line of tracts recorded in deed book 204, page 310, deed book 192, page 572, deed book 166, page 76, OR. Vol. 28, page 776, deed book 207, page 994, and deed book 193, page 117, to an iron pipe found;

Thence, North 89° 39' 27" East, 382.16 feet, along the South line of tracts recorded in OR. Vol. 160, Page 59, and deed book 239, page 566, to an iron pipe found;

Thence, North 89° 08' 00" East, 196.00 feet, along the South line of a tract of land as recorded in OR. Vol. 121, Page 697, to an iron pin in the East line of Outlot Number One;

Thence, South 00° 12' 00" East, 637.42 feet, along the East line of Outlots Number One and Two, to an iron pin in the North right-of-way line of Parkview Drive;

Thence South 89° 17' 53" West, 258.21 feet, along the North right-of-way line of Parkview Drive, to an iron pin;

Thence, in a westerly direction, 129.21 feet, along the arc of a curve to the left having a radius of 275.00 feet and delta angle of 26° 55' 12", to an iron pin in the Southeast corner of Lot Number 45 of Parkview Acres Subdivision, Phase 4;

Thence, North 00° 42' 07" West, 303.48 feet, along the East line of Parkview Acres Subdivision, Phase 4, to an iron pin;

Thence, South 89° 17' 53" West, 1052.89 feet, along the North line of Parkview Acres Subdivision, Phases 4, 3, and 2, to an iron pin;

Thence, South 00° 42' 07" East, 570.00 feet, along the West line of Parkview Acres Subdivision, Phase 2, to the principal place of beginning.

Containing a total of 23.746 acres more or less including 3.679 acres more or less in street right-of-way dedicated to the public hereon.

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MARLENE SCHUMANN  
AUGLAIZE CO. RECORDER

VOL 254 PAGE 0457

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTION

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ESTABLISHING A PLAN FOR  
IMPOSING COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR

PARKVIEW ACRES SUBDIVISION  
PHASE 5

---

PARKVIEW ACRES (PHASE 5)  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

VOL 254 PAGE 0458

Argus Group, and Ohio general partnership ("Developer"), is the owner in fee simple of certain real property located in Jackson Township, Auglaize County, Ohio, known by official plat description as Parkview Acres Subdivision (Phase 5), pursuant to a plat filed for record on \_\_\_\_\_ 19\_\_, in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, of the Auglaize County, Ohio Plat Records ("Subdivision"), the legal description of which is attached hereto as "Exhibit A."

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the Subdivision, Developer hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Agreement and the easements, covenants, conditions and restrictions set forth in this Declaration shall not be binding upon any other land owned by Developer other than the land contained within the lots in the Subdivision, even though the other land may be contiguous with the land in the Subdivision.

ARTICLE I, NEIGHBORHOOD COMMITTEE AND  
CONSTRUCTION REQUIREMENTS

1.1. Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes and limited multi-family housing.

1.2. Neighborhood Committee.

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(a) The Neighborhood Committee (the "Committee") shall be composed of not less than three (3) and not more than five (5) members. Except as provided in section 1.2(b), regardless of the number of member of the Committee, at least two-thirds (2/3) of the members of the Committee shall be owners of the lots in the Subdivision.

(b) Notwithstanding the provision in section 1.2(a), Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom need to be an owner of a lot in the Subdivision, with this right to continue until Developer elects (by written instrument recorded in the Records office of Auglaize County, Ohio) to terminate its control of the Committee. After Developer's control of the Committee has been terminated, the then record owners of the lots in the Subdivision shall have the power, by majority vote, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee. Each lot (as currently exists or as created in the future and each condominium unit) shall have one (1) vote. Any Committee member may step down at any time with the subsequent vacancy filled by majority vote of the record owners of the Subdivision. 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.

1.3. Committee Approval.

(a) No building, fence, wall, structure, parking lot, drainage improvement, utility connection, permanent advertising sign, landscaping

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(including existing trees), grade of the real property, 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 the 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 and 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 the 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. Approval by the Committee shall be arrived at by a single majority vote of the members.

(b) 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 the approval will be deemed to have been given. Any approval obtained, whether by default or otherwise, shall be null and void unless construction is commenced within one hundred eighty (180) days after the date of approval or date of original sale whichever occurs later.

1.4. Rules. The committee may establish rules consistent with the standards set forth in this Declaration to govern the construction of any improvements, landscaping, additions or changes on lots in the Subdivision.

ARTICLE II. PROTECTIVE COVENANTS AND RESTRICTIONS

2.1. Land use of all lots is governed by the Zoning Regulations for the Village of Minster, Ohio as presently enacted or hereafter amended.



2.2. All lots in the Subdivision shall be used exclusively for single family residential purposes or for other residential purposes as approved by the Committee.

2.3. Except for multi-family residential purposes as approved by the Committee, none of the lots shall at any time be divided into more than one (1) building site and no building site shall be less in area than the area of the smallest lot platted in the Subdivision. A single lot together with contiguous portion or portions of one or more adjacent lots or, subject to limitation on building site size, contiguous portions of adjacent lots may be used for one (1) building site, but only upon approval of the Committee. If the Village of Minster Planning Commission adopts subdivision rules and regulations, then no lot may be subdivided unless authorized by the Village of Minster Planning Commission as well as the Committee.

2.4. Building setbacks shall be observed as provided on the Plat, subject to such encroachments as may be permitted by applicable zoning laws and ordinances, and shall be subject to any minimum building setback lines set forth in the applicable zoning laws and ordinances.

2.5. (a) All lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such 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, cleaning 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.

(b) Entrance upon such property for such purposes shall not constitute a trespass. The Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon the lot enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering the 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.

2.6. 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.

2.7. 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.

2.8. (a) All signs, billboards or advertising structures of any kind are prohibited with the following exceptions:

1. Builder and contractor signs during construction periods.
2. One professional sign of not more than four square feet to advertise a lot for sale during a sales period.
3. Developer's sign or signs advertising the Subdivision.

2.9. All utility lines shall be installed underground.

2.10. Plans for initial landscaping must be submitted to the Committee for approval. Although the Committee shall have the authority to approve any landscaping plan submitted, it is suggested as a guideline that a minimum of four percent (4%) of the building construction cost be allocated for landscaping each building site. Landscaping includes seeding and planting of

trees, shrubs and ground covers, excluding rough grading work. Landscape work must be completed within six (6) months of occupancy.

2.11.(a) Construction of a residence building on any building site is to be completed within five (5) years from the date of the original purchase from Developer, and completion of construction is expected within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any lot in the Subdivision upon which the construction of the residential building has not been completed within six (6) years from the date of original sale from Developer.

(b) In the event the Developer exercises the repurchase right set forth in section 2.11(a), Developer shall give written notice to the then owner of record of the lot or lots, the notice to be certified mail addressed to the mailing address for tax purposes. The repurchase price which the Developer shall pay for such lot, in the event of such repurchase, shall be the sales price of such lot upon its original sale, without interest or allowance for appreciation in value. Developer, at its discretion, may waive its right to repurchase any lot or lots in the Subdivision, but in no event shall the Developer be entitled to exercise the repurchase right after seven (7) years from the original sale. The owner shall transfer the lot or lots to Developer by limited warranty deed free and clear of any liens and encumbrances arising subsequent to the date of the closing of the purchase of lot or lots from Developer.

2.12. Fences shall not be constructed within any utility easement. Otherwise all fence design and location shall be in keeping with the architectural character of the structure and shall be approved by the Committee.

2.13. Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

2.14. No animals, livestock or poultry of any kind or description shall be raised, kept or bred on any lot in the Subdivision. Dogs, cats or other usual household pets may be kept on any lot, provided that no such household pet may be kept on any lot for commercial purposes.

2.15.(a) Outbuildings or detached structures shall not be allowed.

(b) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.16. If sidewalks are at any time required to be installed by the Village of Minster, they shall be installed by the owner at owner's expense in accordance with plans and specifications provided by Developer.

2.17. No boat, boat trailer, house trailer, camper, van recreational vehicle, tent, or equipment or vehicle 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 seven (7) days except in an enclosed garage. No truck of any size greater than a pickup truck shall be parked on any part of the Subdivision at any time except such limited periods as may be necessary to service any part of the Subdivision. No inoperable motor vehicle shall be parked on any part of the Subdivision at any time except within an enclosed garage. No owner shall repair any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or on any street in the Subdivision, except in an enclosed garage, unless and except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

2.18. On-street parking at Parkview Drive shall be restricted to occasional parking for special occasions only, not to exceed twenty-four (24) hours.

2.19. Neither the Committee nor Developer nor their representative

agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

2.20. Each single family residential structure erected on any building site shall have not less than 1,400 square feet, and in the event the structure is more than one story, shall have not less than 1,000 square feet on the ground floor, excluding garage space and basement, decking and patios, and shall have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable space.

2.21. All single family residence shall have a minimum two (2) car garage.

2.22. The use of solar panels shall not be permitted.

2.23. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes shall be erected, placed or maintained on any part of the Subdivision so long as commercial cable television service is available to the Subdivision.

2.24. Vents protruding through the roof should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.

2.25. Swimming pools shall match architectural character of the structure and be approved by the Committee.

2.26. The Committee shall designate a mailbox design which must be used by each lot owner. The mailbox erected by the lot owner shall meet U.S. Postal Service specifications.

2.27. All driveways shall be hard surface pavement and should extend from the garage door to the street and be approved by the Committee.

2.28. No noxious or offensive activity which would constitute a nuisance shall be carried on in any lot.

2.29. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, normal wear and tear excepted.

#### ARTICLE III. EASEMENTS AND DRAINAGE TILE

3.1. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision. No structure or other materials or improvements that may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility are responsible.

3.2. There exists in Parkview Acres Subdivision a 27" clay drainage tile, the location of which cannot accurately be determined, and which has been abandoned by Developer. Developer has constructed a new tile in the subdivision and has diverted the water flowing into the abandoned tile into the new tile. Developer cannot assure that every source of water flow into the abandoned tile has been located, and consequently some water may continue to flow into the abandoned tile. If any part of the abandoned tile is located under any lot, than any cost or expense incurred in collapsing the abandoned tile in order to construct a dwelling on the Lot will be born by the lot Owner, and any need to accommodate water flow in the abandoned tile in connection with the construction of a dwelling on the Lot will be responsibility of the Lot Owner.

#### ARTICLE IV. ENFORCEMENT

4.1. In the event of an actual or threatened violation or breach of any of these restrictions, of any amendments or supplement to them, by any lot owner or by any person or entity using or occupying any lot, then Developer,

the Committee, any lot owner or owners, or the Village of Minster, shall have the right to compel compliance with the terms and conditions of this Declaration, by any and all such courses of action or legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation.

#### ARTICLE V. LOT OWNER ACCEPTANCE

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

#### ARTICLE VI. TERM AND MODIFICATION

6.1. This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Committee. Thereafter, a majority vote of the lot owners (with each lot as currently exists or created in the future and each condominium unit having one (1) vote) may amend this Declaration. Unless so amended this Declaration shall run for an initial period of thirty (30) years with successive automatic renewal periods of ten (10) years each.

#### ARTICLE VII. ANNEXATION OF ADDITIONAL PROPERTY

7.1. Contemplated Annexation by Developer. Developer is the owner in fee simple of the real property described in "Exhibit B" and contemplates future development of the real property or of part of the real property. Developer further contemplates submitting the land in "Exhibit B," with any improvements thereon, or a part of the land, to the provisions of this

Declaration, so that it will become in all respects part of the property.

7.2. Reservation of Right to Annex Additional Property. Developer hereby reserves the right at any time and from time to time within a period of fifteen (15) years, commencing on the date this Declaration is filed for record with the Auglaize County, Ohio, Recorder, to take the action so contemplating in submitting the land or any part of the land described in "Exhibit B." This Article shall be constructed to require Developer to annex any part of the land to the Subdivision even if Developer does subsequently develop any part of the land.

7.3. Reservation of Right to Amend Declaration. Developer hereby reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to include the real property or any part of the real property described in "Exhibit B" and the improvements constructed thereon as part of the Subdivision.

#### ARTICLE VIII. SEVERABILITY

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

8.2. The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the Village of Minster, Ohio.

#### ARTICLE IX. COMMITTEE ADDRESS

9.1. All matters or plans required to be submitted to the Committee for approval or review shall be addressed and delivered to: Neighborhood Committee, Parkview Acres Subdivision, c/o Argus Group, 79 North Garfield Street, Minster, Ohio 45865, or to such other address as the Committee shall subsequently designate by written instrument recorded in the Records Office of Auglaize County, Ohio.



## ARTICLE X. MISCELLANEOUS PROVISIONS

10.1. 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.

10.2. The committee, its members, agents, employees, contractors and the Village of Minster, Ohio, shall not be liable to any owner or any 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.

10.3. 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.

10.4. Nothing in this Declaration shall be understood or construed to:

(a) Prevent Developer or the other employees, contractors or subcontractors of Developer from doing on any part or parts of the Subdivision owner or controlled by Developer, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the lots within the Subdivision;

(b) Prevent Developer, or its employees, contractors or subcontractors of Developer from constructing and maintaining on any part or parts of the Subdivision property owner or controlled by Developer, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of lots by sale, lease or otherwise;

(c) Prevent Developer, or the employees, contractors or subcontractors of Developer from conducting on any part or parts of the

Subdivision property owned or controlled by Developer or its representative, the business of completing such work, of establishing the Subdivision as a residential community and of disposing of lots by sale, lease or otherwise; or

(d) Prevent Developer, or the employees, contractors or subcontractors of Developer from maintaining such sign on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease or otherwise of Subdivision lots.

Executed at Minster, Ohio on the 26 day of DECEMBER, 1995.

Signed and acknowledged  
in the presence of:

Darin Schroeder  
Darin Schroeder

ARGUS GROUP,  
an Ohio General Partnership

By: Jerry J. Baumer  
Jerry J. Baumer, Partner

By: Ben G. Baumer  
Ben G. Baumer, Partner

STATE OF OHIO )  
COUNTY OF AUGLAIZE ) SS:

On this 26 day of December, 1995, before me, a Notary Public in and for said County and State, personally appeared Argus Group, an Ohio general partnership, by Jerry J. Baumer and Ben G. Baumer, the partners, who acknowledged that they did sign the foregoing Declaration of Covenants, Conditions and Restrictions and that the same is their free act and deed and the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Minster, Ohio this 26 day of December, 1995.

Kristine E. Kuenning  
Notary Public

Kristine E. Kuenning  
Notary Public for the State of Ohio  
Recorded in Auglaize County  
My Commission Expires 7-22-99

# LEGAL DESCRIPTION

# EXHIBIT "A"

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWN 7 SOUTH, RANGE 4 EAST, IN THE VILLAGE OF MINSTER, JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE NORTHWEST CORNER OF LOT NUMBER 19 OF PARKVIEW ACRES SUBDIVISION, PHASE 1;

THENCE, SOUTH 89° 17' 53" WEST, 378.87 FEET, TO AN IRON PIN IN THE EAST RIGHT-OF-WAY LINE OF THE MIAMI-ERIE CANAL;

THENCE, NORTH 00° 02' 45" EAST, 1187.19 FEET, ALONG THE EAST RIGHT-OF-WAY LINE OF THE CANAL, TO AN IRON PIN IN THE NORTH LINE OF OUTLOT NUMBER ONE AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 119;

THENCE, NORTH 89° 25' 20" EAST, 208.95 FEET, ALONG THE NORTH LINE OF OUTLOT NUMBER ONE AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROUTE 119, TO AN IRON PIN IN THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN DEED BOOK 204, PAGE 310;

THENCE, SOUTH 00° 34' 40" EAST, 248.85 FEET, ALONG THE WEST LINE OF THE AFORESAID TRACT, TO AN IRON PIN IN THE SOUTHWEST CORNER OF SAID TRACT;

THENCE, NORTH 89° 25' 20" EAST, 1018.00 FEET, ALONG THE SOUTH LINE OF TRACTS RECORDED IN DEED BOOK 204, PAGE 310, DEED BOOK 192, PAGE 572, DEED BOOK 166, PAGE 76, OR. VOL. 28, PAGE 776, DEED BOOK 207, PAGE 994, AND DEED BOOK 193, PAGE 117, TO AN IRON PIPE FOUND;

THENCE, NORTH 89° 39' 27" EAST, 382.16 FEET, ALONG THE SOUTH LINE OF TRACTS RECORDED IN OR. VOL. 160, PAGE 59, AND DEED BOOK 239, PAGE 566, TO AN IRON PIPE FOUND;

THENCE, NORTH 89° 08' 00" EAST, 196.00 FEET, ALONG THE SOUTH LINE OF A TRACT OF LAND AS RECORDED IN OR. VOL. 121, PAGE 697, TO AN IRON PIN IN THE EAST LINE OF OUTLOT NUMBER ONE;

THENCE, SOUTH 00° 12' 00" EAST, 637.42 FEET, ALONG THE EAST LINE OF OUTLOTS NUMBER ONE AND TWO, TO AN IRON PIN IN THE NORTH RIGHT-OF-WAY LINE OF PARKVIEW DRIVE;

THENCE, SOUTH 89° 17' 53" WEST, 258.21 FEET, ALONG THE NORTH RIGHT-OF-WAY LINE OF PARKVIEW DRIVE, TO AN IRON PIN;

THENCE, IN A WESTERLY DIRECTION, 129.21 FEET, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND DELTA ANGLE OF 26° 55' 12", TO AN IRON PIN IN THE SOUTHEAST CORNER OF LOT NUMBER 45 OF PARKVIEW ACRES SUBDIVISION, PHASE 4;

THENCE, NORTH 00° 42' 07" WEST, 303.48 FEET, ALONG THE EAST LINE OF PARKVIEW ACRES SUBDIVISION, PHASE 4, TO AN IRON PIN;

THENCE, SOUTH 89° 17' 53" WEST, 1052.89 FEET, ALONG THE NORTH LINE OF PARKVIEW ACRES SUBDIVISION, PHASES 4, 3, AND 2, TO AN IRON PIN;

THENCE, SOUTH 00° 42' 07" EAST, 570.00 FEET, ALONG THE WEST LINE OF PARKVIEW ACRES SUBDIVISION, PHASE 2, TO THE PRINCIPAL PLACE OF BEGINNING.

CONTAINING A TOTAL OF 23.746 ACRES MORE OR LESS INCLUDING 3.679 ACRES MORE OR LESS IN STREET RIGHT-OF-WAY DEDICATED TO THE PUBLIC HEREON.

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