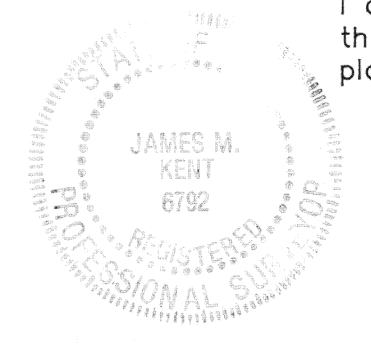


FINAL PLAT SANTA FE SPRINGS

Part of the NW 1/4 of
the NW 1/4 of Sec 29
T-6-S, R-7-E, Clay Twp.
Auglaize County, Ohio.

Commencing at a monument box (found) at the northwest corner of the northwest quarter of the northwest quarter of Section 29, and the legal centerline intersection of Santa Fe - New Knoxville Road and Ashburn Road; thence, S 89° 04' 11" E along the north line of the northwest quarter of the northwest quarter of Section 29 and the legal centerline of Santa Fe - New Knoxville Road, for a distance of 484.98 feet to a cotton gin spindle (set), said spindle being the POINT OF BEGINNING for the tract herein described; thence, continuing along the aforesaid north line and legal centerline, S 89° 04' 11" E for a distance of 844.12 feet to a cotton gin spindle (set) at the northeast corner of the northwest quarter of the northwest quarter of Section 29; thence, S 00° 56' 53" W along the east line of the northwest quarter of the northwest quarter of said Section 29, for a distance of 904.00 feet to a 5/8" re-rod w/cap (set); thence, N 89° 04' 11" W, for a distance of 728.89 feet to a 5/8" re-rod w/cap (set); thence, N 00° 56' 05" E for a distance of 455.34 feet to a 5/8" re-rod w/cap (set); thence, N 45° 47' 58" W for a distance of 157.92 feet to a 5/8" re-rod w/cap (set); thence, N 00° 55' 49" E for a distance of 340.42 feet to the POINT OF BEGINNING, containing therein 16.170 acres, of which 0.484 acres is road right-of-way.

I do hereby certify that I have surveyed the premises and prepared the hereon plat and that said plat is correct.



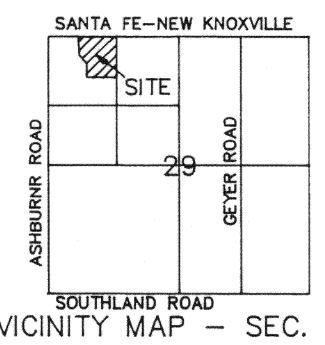
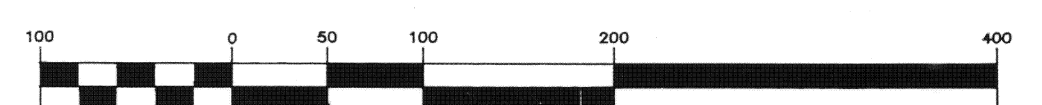
James M. Kent
JAMES M. KENT, PS 6792 OH
1750 Bellefontaine Street
Wapakoneta, OH 45895
419/738-5677

Note: The storm water detention area (POND) shall maintain the following design elevations as established by Choice One Engineering, Sidney, Ohio as follows:

- NORMAL WATER ELEVATION @ 1022.0
- OVERFLOW ELEVATION (west side) @ 1023.5
- ALL STORM SEWERS RUN TO EACH HOME SHALL BE SMOOTH-WALL, SOLID (NON-PERFORATED) POLY-ETHYLENE PLASTIC PIPE, (ADS N-12 OR Hancor Hi-Q) THROUGHOUT THE ENTIRE SUBDIVISION.

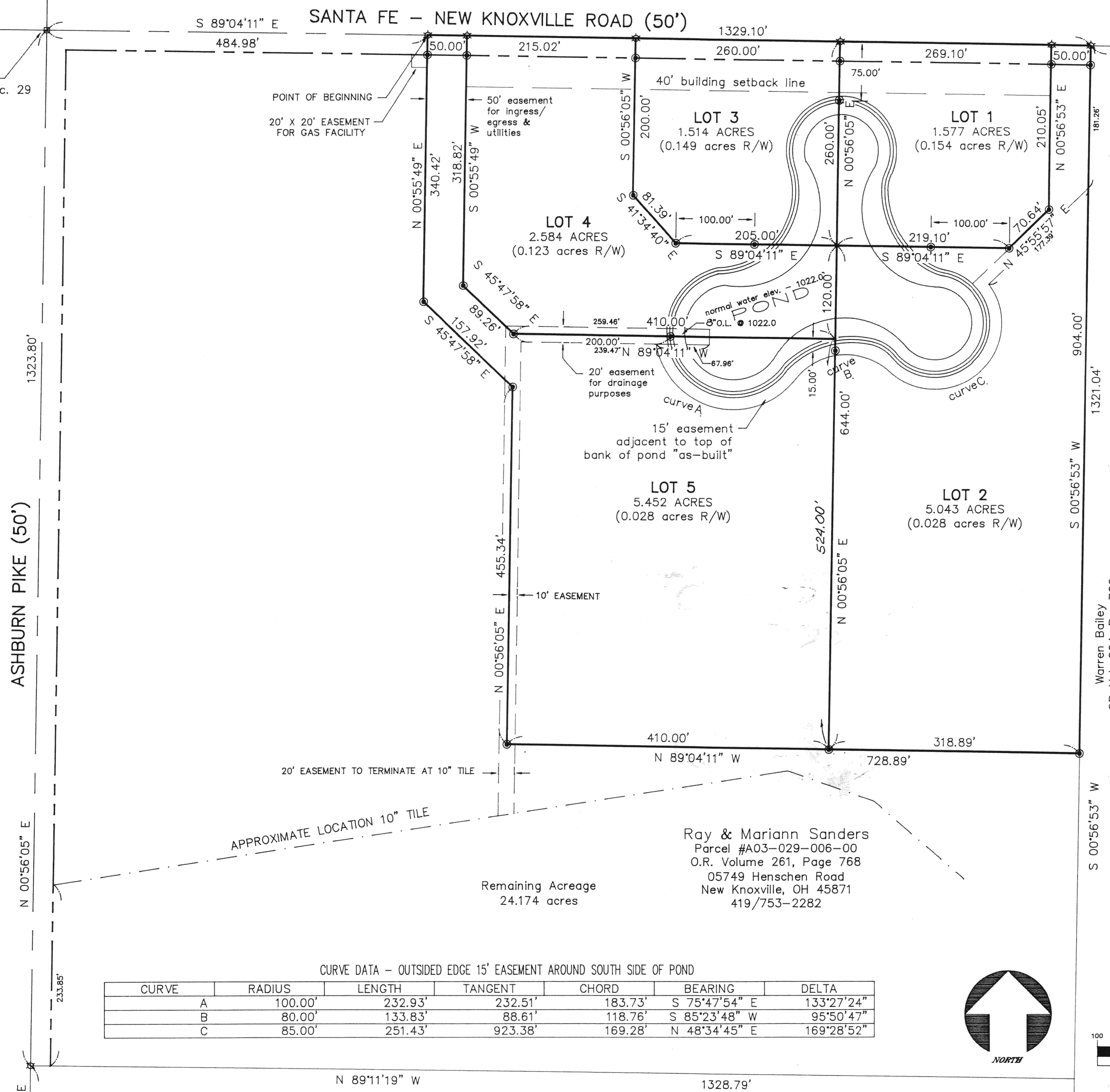
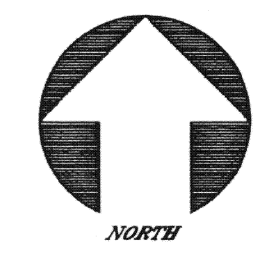
Bench Mark - Mon. Box @ NW Corner, NW 1/4 - 1022.0

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.
Prepared for
Ray E. Sanders
by
kent
surveying
February 11, 1998 - acad sanders
dwg #2558

- ### LEGEND
- MONUMENT BOX (FOUND)
 - 5/8" RE-ROD W/CAP (SET)
 - ☆ COTTON GIN SPINDLE (SET)



CURVE DATA - OUTSIDED EDGE 15' EASEMENT AROUND SOUTH SIDE OF POND

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
A	100.00'	232.93'	232.51'	183.73'	S 75°47'54" E	133°27'24"
B	80.00'	133.83'	88.61'	118.76'	S 85°23'48" W	95°50'47"
C	85.00'	251.43'	923.38'	169.28'	N 48°34'45" E	169°28'52"

SW Corner;
NW 1/4; Sec. 29

GENERAL NOTES:
Basis of bearings is per Auglaize County GPS - N. line; NW 1/4 Sec. 29 @ S 89° 04' 11" E
Monumentation as shown shall be set as per "Minimum Boundary Standards" within thirty (30) days of final plat approval.
Zoned Agricultural

G & W Vetter
OR Vol. 93, Pg. 194

Ray & Mariann Sanders
Parcel #A03-029-006-00
O.R. Volume 261, Page 768
05749 Henschen Road
New Knoxville, OH 45871
419/753-2282

Remaining Acreage
24.174 acres

DECLARATION
of
Conditions, Covenants and Restrictions
for
SANTA FE SPRINGS

ARTICLE I

Covenants To Preserve The Residential
Character Of The Subdivision

Property Uses. all Lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single family dwelling. No business, profession or other activity conducted for a gain shall be carried on or within any Lot or Building Site.

Substantial Completion. A Structure shall no be occupied in the course of original construction until substantially completed. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed. Mobile Homes, tents, buses, or campers are only allowed for use as residence the first six months of home construction.

Accessory Buildings. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same Lot.

Owner Maintenance. Each owner shall maintain their exterior of the dwelling, any accessory building and all structures, lawns and landscaping, walks and driveways; keep them in good condition and shall cause them to be repaired when effects of damage or deterioration become apparent. All building surfaces and trim shall be repaired periodically and before the surfacing becomes weatherbeaten or unsightly.

Pond Maintenance. Each owner shall have use of the pond for fishing and swimming. No water craft with a motor or propulsion shall be allowed on the ponds. Each owner will share proportionately in the expenses of the maintenance of the pond dam and waters.

Rebuilding or Restoration. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God, must be rebuilt or all debris must be removed and the Lot restored to a sightly condition; such rebuilding or restoration to be completed with reasonable promptness and in any event within six months from the time the damage occurred.

Fences. All fences shall be constructed of natural rough cedar wood. The fences shall be no more than six feet high. No other material may be used for fences unless previously approved by the Approving Authority. Both sides of the supporting framework of the fence shall be covered or if only one side is covered it shall be the side facing outward from the Lot in which constructed. Except with approval of the Approving Authority, no fence or hedge more than two feet high shall be installed closer to an adjoining street than the dwelling or any other building located on the Lot. No fences shall be erected in an area designated on the plat as an easement. Fences around the pond shall not obstruct the view of the neighbors for the entire pond. May be split-rail in nature.

ARTICLE II

Living Environment Standard

Building and Ground Conditions. Each owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any Lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.

Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Maintenance Equipment. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjacent streets.

Out Buildings. No closer than 100 feet from edge of pond.

Refuse. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or recepticals or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.

Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs and two domesticated cats shall be maintained in or on any Lot within the Subdivision and then only if kept as pets. No animals of any kind shall be permitted which, in the opinion of the Approving Authority, makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purpose.

Trailers, Campers, Etc. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, motor or mobile home, motorcycle, any towed trailer unit or truck, excepting pickups solely for the private use of the residents of a dwelling, shall be parked overnight on any street or within any Lot or building site except in a completely enclosed structure, or fully screened in a manner approved by the Approving Authority so as not to be visible at ground level from any neighboring property or street.

Junk Cars. No stripped down, partially wrecked or junk motor vehicle or part thereof, shall be permitted to be parked on any street or on any Lot in such manner as to be visible at ground level from any neighboring property or street.

Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

Approvals. The following material will be provided by the Lot owner to the Developer or Approving Authority, as the case may be.

- A formal site plan with final grade heights and landscape layouts;
- A formal set of floor plans;
- A formal set of building elevations listing materials and specifications;
- A formal set of building specifications.

In the event such Developer or Approving Authority, as the case may be, fails to approve or disapprove said plans and specifications within (30) days after submitted to them, then such approval shall not be required, provided the design is in harmony with similar structures in said plat and conforms to all other covenants, restrictions and conditions set forth herein.

Construction Requirements. Every house must be constructed by an established building contractor engaged in the building business and approved by the Approving Authority.

Each dwelling shall be constructed of new materials and in no case shall an existing structure be moved onto any lot.

No residential structure shall be erected on any building site, the habitable floor area of which, exclusive of basement, open porches and garages shall be less than 1,600 square feet for two story structures and not less than 1,400 square feet for ranch style structures. The same square footage for two story residences shall be required on tri-level structures, and the main floor plus the upper level plus one-half the finished lower level shall be added to obtain the square footage.

Signs. No signs, advertisements or billboards (except "For Rent" or "For Sale" signs) may be erected or maintained on any building site.

Oil or Gas Wells. 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.

Setbacks. All lots shall be subject to the setback lines which are more fully delineated on the plat (sheet one) hereon.

Covenants Run With The Land. These covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right title and interest in any Lot in the Subdivision.

Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, and of the Approving Authority and may be enforced by action for damages, suit for injunction, mandatory and prohibitive and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Approving Authority, or any combination of the two. Until seven years after these Covenants were filed of record, or when Declarant owns no property within the Subdivision, whichever is sooner, Declarant may also enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney's fees, incurred by the Approving Authority in connection with any successful enforcement proceeding initiated by the Approving Authority (alone or in combination with the Owners), or, during the period it is permitted to enforce the Covenants, incurred by Declarant, shall be paid by the party determined to have violated the Covenants. Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other Covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

Lot numbers _____ shall not be built upon in _____ of development.

All property owners are to maintain platted drainage easements and are not to disturb, fill or otherwise disrupt any drainage ditches.

All houses that are to be built in this subdivision will require lift pumps in the basement if basement bathrooms are desired.

Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

Situated in Section 29, T-6-S, R-7-E, Clay Township, Auglaize County, Ohio. Containing 6.30 acres and being a portion of the same tract as conveyed to Ray and Mariann Sanders and described in the deed recorded in Deed Vol. O.R. Volume 261, Page 768 Auglaize County, Ohio.

The undersigned owners hereby certify that the attached plat correctly represents their SANTA FE SPRINGS a subdivision of lots 1 to 5 inclusive, do hereby accept this plat of same and dedicate the easements shown hereon to the use of public utilities for the benefit of the individual lots. The undersigned further agrees that any use of improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations including any applicable off-street parking and loading requirements of Auglaize County, Ohio, for the benefit of himself and all other subsequent owners or assigns taking title from, under, or through the undersigned.

In Witness thereof, 22nd day of February, 1998.
Witness Barbara Giegerich Signed Mariann Sanders
Ray E. Sanders

STATE OF OHIO
COUNTY OF AUGLAIZE

Before me, a Notary Public in and for said County came Ray Sanders and Mariann Sanders who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal on this 22nd day of February, 1998.
Jane A. Griebmeyer
Notary Public

I certify that improvements are complete, bond has been furnished or surety has been furnished this 20 day of February, 1998.

Douglas P. Latta
AUGALIZE COUNTY ENGINEER

I certify that rules, regulations and applicable health laws have been adhered to this 20th day of February, 1998.

Morris L. Selhorst
AUGALIZE COUNTY BOARD OF HEALTH
Wayne P. Latta
AUGALIZE COUNTY SANITARY ENGINEER

Approved this 21st day of September, 1998.

Charles J. Stinebaugh
COUNTY REGIONAL PLANNING COMMISSION

We certify that all roads, streets and/or utilities contracts with the developer are legally completed, this 21st day of September, 1998.

John N. Bergman
Hugh A. Core
COUNTY COMMISSIONERS

Transferred this 22nd day of Feb, 1999
Wayne Schumann
AUGALIZE COUNTY AUDITOR

Filed for Record this 22 day of February, 1998 at 2:24 p.m.

Recorded this 22 day of February, 1998 in Plat Cab. C, Page 185-186

Ann Bellinger
AUGALIZE COUNTY RECORDER

Kent
surveying
February 7, 1998 - acad sanders
dwg #2558