

ROSEBUD ACRES, SECOND ADDITION

SEC. 22, T 7 S, R 4 E, VILLAGE OF MINSTER, JACKSON TWP., AUGLAIZE CO., OHIO

DESCRIPTION

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWN 7 SOUTH, RANGE 4 EAST, IN THE VILLAGE OF MINSTER, JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT A MONUMENT BOX FOUND IN THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22;

THENCE, NORTH 01°-17'-09" EAST, 713.43 FEET, ALONG THE EAST LINE OF THE QUARTER SECTION AND CENTER OF STATE ROUTE 66, TO THE INTERSECTION OF SAME WITH THE CENTERLINE OF GREENHILLS DRIVE, WITNESS A MONUMENT BOX FOUND SOUTH 85°-04'-31" EAST, 0.16 FEET FROM SAID INTERSECTION;

THENCE, NORTH 88°-34'-24" WEST, 729.75 FEET, ALONG THE CENTERLINE OF GREENHILLS DRIVE, TO A MONUMENT BOX FOUND IN THE INTERSECTION OF SAME WITH FIELDCREST ROAD;

THENCE, NORTH 01°-16'-41" EAST, 355.00 FEET, ALONG THE CENTERLINE OF FIELDCREST ROAD, TO THE PRINCIPAL PLACE OF BEGINNING OF ROSEBUD ACRES, SECOND ADDITION;

THENCE, NORTH 88°-34'-24" WEST, 30.00 FEET, ALONG THE NORTH LINE OF ROSEBUD ACRES FIRST ADDITION, TO AN IRON PIN SET;

THENCE, SOUTH 01°-16'-41" WEST, 65.00 FEET, ALONG THE WEST LINE OF ROSEBUD ACRES FIRST ADDITION, TO AN IRON PIN FOUND;

THENCE, NORTH 88°-34'-24" WEST, 600.00 FEET, ALONG THE NORTH LINE OF ROSEBUD ACRES FIRST ADDITION, TO A POINT;

THENCE, NORTH 45°-30'-07" WEST, 191.30 FEET, ALONG THE NORTHERLY LINE OF ROSEBUD ACRES FIRST ADDITION, TO AN IRON PIN FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF THE MIAMI-ERIE CANAL;

THENCE, NORTH 25°-00'-42" EAST, 580.87 FEET, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE MIAMI-ERIE CANAL, TO AN IRON PIN SET;

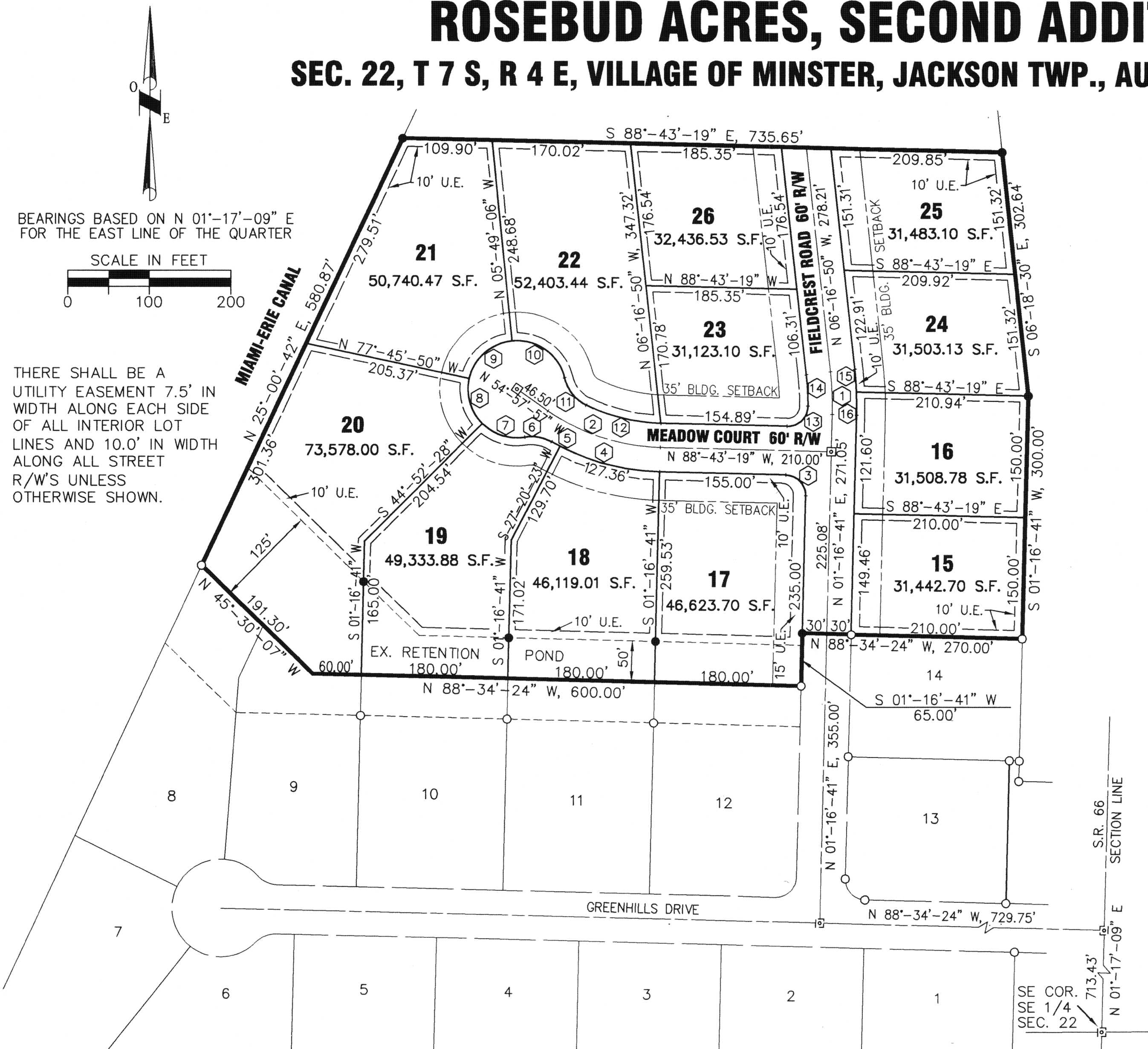
THENCE, SOUTH 88°-43'-19" EAST, 735.65 FEET, TO AN IRON PIN SET;

THENCE, SOUTH 06°-18'-30" EAST, 302.64 FEET, TO AN IRON PIN SET;

THENCE, SOUTH 01°-16'-41" WEST, 300.00 FEET, TO AN IRON PIN FOUND;

THENCE, NORTH 88°-34'-24" WEST, 240.00 FEET, ALONG THE NORTH LINE OF ROSEBUD ACRES FIRST ADDITION, TO THE PRINCIPAL PLACE OF BEGINNING.

CONTAINING 13.203 ACRES MORE OR LESS WITH 1.534 ACRES MORE OR LESS OF SAME BEING DEDICATED AS STREET RIGHT-OF-WAY AND ALL BEING SUBJECT TO ANY LEGAL HIGHWAYS AND EASEMENTS OF RECORD.



CURVE TABLE

CURVE NUMBER	RADIUS	Δ	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CURVE NUMBER	RADIUS	Δ	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	400.00'	07°-33'-30"	52.77'	52.73'	N 02°-30'-05" W	12	220.00'	24°-43'-11"	94.92'	94.18'	S 76°-21'-44" E
2	250.00'	33°-45'-22"	147.29'	145.17'	N 71°-50'-38" W	13	25.00'	91°-26'-39"	39.90'	35.80'	N 45°-33'-21" E
3	25.00'	90°-00'-00"	39.27'	35.36'	N 43°-43'-19" W	14	360.00'	06°-06'-51"	38.42'	38.40'	N 03°-13'-24" W
4	280.00'	26°-03'-43"	127.36'	126.27'	N 75°-41'-28" W	15	430.00'	03°-46'-15"	28.30'	28.30'	S 04°-23'-42" E
5	280.00'	02°-23'-49"	11.71'	11.71'	N 61°-27'-42" W	16	430.00'	03°-47'-15"	28.42'	28.42'	S 00°-36'-57" E
6	50.00'	39°-06'-13"	34.12'	33.47'	N 79°-48'-54" W						
7	60.00'	54°-14'-30"	56.80'	54.70'	N 72°-14'-46" W						
8	60.00'	57°-21'-42"	60.07'	57.59'	N 16°-26'-41" W						
9	60.00'	71°-56'-44"	75.34'	70.49'	N 48°-12'-32" E						
10	60.00'	82°-34'-05"	86.47'	79.18'	S 54°-32'-03" E						
11	50.00'	50°-45'-08"	44.29'	42.86'	S 38°-37'-34" E						

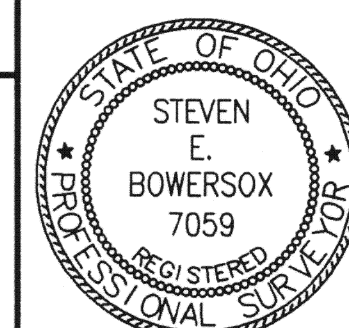
LEGEND

- 5/8" X 30" REBAR W/CAP TO BE SET
- IRON PIN FOUND
- MONUMENT BOX W/IP FOUND
- MONUMENT BOX W/IP SET

A 5/8" X 30" REBAR WITH CAP TO BE SET AT ALL LOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES.

STEVEN E. BOWERSOX, P.S. #7059

01-14-2000
DATE



CHOICE ONE ENGINEERING
the choice that exceeds ...
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SIDNEY, OHIO 45365
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date: 01-14-2000
drawn by: seb
job number: AugMin9908Fin

SHEET 1 OF 2

ROSEBUD ACRES, SECOND ADDITION

SEC. 22, T 7 S, R 4 E, VILLAGE OF MINSTER, JACKSON TWP., AUGLAIZE CO., OHIO

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COVENANTS AND RESTRICTIONS

ALL LOTS INCLUDED IN ROSEBUD ACRES SECOND ADDITION IN MINSTER, OHIO ARE HEREBY MADE SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND AND ALL PERSONS, FIRMS, OR CORPORATIONS CLAIMING UNDER THEM.

1. FRONT BUILDING LINES WITH REFERENCE TO THE STREETS ARE AS SHOWN ON THE PLAT.
2. YARD REQUIREMENTS SHALL CONFORM TO SECTION 1260.50 OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF MINSTER, OHIO.
3. THESE LOTS ARE RESTRICTED TO RESIDENTIAL USE ONLY. NO RESIDENCE OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING SHALL BE CONSTRUCTED ON EACH LOT.
4. NO DWELLING SHALL EXCEED TWO (2) STORIES IN HEIGHT.
5. THE FINAL, FINISHED YARD GRADE IN THE CENTER, AT THE FRONT ELEVATION OF THE BUILDING, SHALL BE NOT LESS THAN 12" NOR MORE THAN 24" ABOVE ELEVATION OF THE ESTABLISHED TOP OF CURB GRADE, DIRECTLY IN FRONT AND AT THE CENTER OF SAID BUILDING. IN THE CASE OF CORNER LOTS THIS RESTRICTION APPLIES TO THE SIDEYARDS. IN THE EVENT THAT TOPOGRAPHICAL CONDITIONS MAKE COMPLIANCE WITH THIS RESTRICTION UNDULY DIFFICULT, THEN YARD GRADES SHALL BE ESTABLISHED BY THE ROSEBUD COMMITTEE AND SHALL BE INCLUDED AS A SUPPLEMENTARY RESTRICTION, AND THE DEED CONVEYING THE LOT; AND SAID RESTRICTION SHALL RUN WITH THE LOT WHEN CONVEYED.
6. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER BUILDING SHALL BE PLACED OR USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
7. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT OR ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET, ADVERTISING THE PROPERTY FOR SALE OR RENT.
8. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND, EXCEPT FOR DOGS, CATS, OR OTHER HOUSEHOLD PETS, SHALL BE RAISED, BRED, OR KEPT ON ANY LOT.
9. NO FUEL OIL STORAGE TANKS ARE PERMITTED ON ANY LOT.
10. NO STRUCTURE FOR RESIDENTIAL PURPOSES SHALL BE MOVED UPON ANY LOT, NOR SHALL USED OR SALVAGE MATERIAL BE USED ON THE EXTERIOR OF ANY DWELLING OR OTHER BUILDING.
11. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME ANY ANNOYANCE TO THE NEIGHBORHOOD.
12. NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATION BETWEEN 2 AND 6 FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH TRIANGULAR AREA UNLESS THE FOLIAGE LINES ARE MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

13. NO STRUCTURE CAN BE MOVED UPON ANY LOT OTHER THAN AN AUTHORIZED INDUSTRIALIZED UNIT BUILT ACCORDING TO THE OHIO BOARD OF BUILDING STANDARDS AND APPROVED BY THE STATE OF OHIO, DEPARTMENT OF INDUSTRIAL RELATIONS.
14. FOUNDATION WALLS UNDER ALL LIVING AREAS SHALL BE A MINIMUM OF EIGHT INCHES IN THICKNESS.
15. ALL ONE AND A HALF OR TWO STORY DWELLINGS SHALL HAVE A FINISHED STAIRWAY TO THE SECOND FLOOR.
16. THE GROUND FLOOR LIVING AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ATTACHED GARAGES, PORCHES, OR BREEZEWAYS AND PATIOS SHALL NOT BE LESS THAN THE FOLLOWING:
 - A. MINIMUM FLOOR AREA FOR SINGLE FAMILY DWELLINGS SHALL BE 1850 SQUARE FEET FOR ONE STORY DWELLINGS AND 1300 SQUARE FEET ON THE GROUND FLOOR FOR ONE AND A HALF OR TWO STORY DWELLINGS.
 - B. ALL SINGLE FAMILY RESIDENCES MUST HAVE A TWO CAR GARAGE WITH A MINIMUM OF 400 SQUARE FEET.
17. 50% OF EXTERNAL SIDING MUST BE BRICK, WOOD, OR STONE.
18. ALL PLANS MUST BE APPROVED BY A COMMITTEE APPOINTED BY ROSEBUD ACRES.
19. NO JUNK OR HOBBY CARS OR TRUCKS WILL BE STORED OUTSIDE OF ANY DWELLING AT ANY TIME.
20. NO WOOD PILES OR TRASH PILES WILL BE PERMITTED IN THE FRONT OR SIDE YARDS OF ANY LOT.
21. ALL HOMES SHALL HAVE A MINIMUM ROOF PITCH OF 5/12.
22. OUT BUILDINGS MUST BE ON A FOUNDATION, SAME ROOF PITCH AS HOUSE, AND SAME 50% OF EXTERNAL SIDING AS HOUSE. MINIMUM OF 350 SQUARE FEET AND LOCATED TO THE REAR OF MAIN RESIDENCE.
23. RETENTION POND IS PRIVATE PROPERTY OF THE WATER EDGE LOT OWNERS.
24. ALL DRIVEWAYS SHALL BE CONCRETE, BRICK, OR PAVERS.
25. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER AND MEET THE VILLAGE OF MINSTER SPECIFICATIONS.
26. THE ROOF SHALL BE COVERED WITH WOOD, COMPOSITION, OR ASPHALT SHINGLES.
27. CONSTRUCTION OF BUILDINGS SHALL BE COMPLETED WITHIN A PERIOD OF ONE YEAR FROM THE TIME CONSTRUCTION IS COMMENCED.
28. NO OUT BUILDING SHALL BE CONSTRUCTED UPON ANY LOT PRIOR TO THE CONSTRUCTION OF THE MAIN RESIDENCE.
29. NATURAL STORM WATER DRAINAGE SHALL BE MAINTAINED.
30. WEEDS AND UNDERBRUSH MUST BE KEPT UNDER CONTROL AT ALL TIMES.
31. ELECTRICAL SERVICE SHALL BE UNDERGROUND FROM EXISTING SERVICE TO ANY STRUCTURE; SAME AS FOR TELEPHONE AND CABLE TELEVISION.
32. THE DEVELOPMENT COMMITTEE SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND RESTRICTIONS.

DEDICATION

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

[Signature]
WITNESS
[Signature]
WITNESS

[Signature]
JON WOEHMYER
[Signature]
JUDITH WOEHMYER

ACKNOWLEDGMENT

STATE OF OHIO, AUGLAIZE COUNTY, SS
BE IT REMEMBERED THAT ON THIS 8 DAY OF MAR, 2000
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 8 DAY OF MAR, 2000. MY COMMISSION
EXPIRES Dec. 29, 2001



EDWARD W. ROETGERMAN, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 29, 2001
NOTARY PUBLIC

RECEIVED
MAR - 9 2000

KARYN SCHUMANN
Auglaize Co. Auditor
[Signature]
C.F.

MINSTER PLANNING COMMISSION

THIS PLAT WAS INSPECTED AND APPROVED BY US THIS 7 DAY
OF MAR, 2000.

[Signature]
CHAIRPERSON

MINSTER VILLAGE COUNCIL

THIS PLAT WAS INSPECTED AND APPROVED BY US THIS 7 DAY
OF MAR, 2000.

[Signature]
MAYOR
[Signature]
PRESIDENT OF COUNCIL

[Signature]
CLERK OF COUNCIL

SHEET 2 OF 2

CHOICE
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date: 01-14-2000	drawn by: seb	job number: AugMin9908Fin
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Shenk

Work File No: 9999-00010379

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AUGLAIZE COUNTY RECORDING OFFICE
Recorded 08/01/2000 at 10:10:46
No. 2000-00010379 1 of 27 Pgs
Fee Amt: 114.00
ANN RYLLINGS COUNTY RECORDER

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**ESTABLISHING A PLAN FOR
IMPOSING COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS FOR
ROSEBUD ESTATES**

Prepared by
the law firm of

Faulkner Garmhausen Keister & Shenk
A Legal Professional Association
Courtview Center – Suite 300
100 South Main Avenue
Sidney, Ohio 45365
(937)492-1271

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR ROSEBUD ESTATES**

Donald E. Riethman and Kendra K. Riethman, husband and wife, are the owners in fee simple of certain real property located in Minster, Auglaize County, Ohio, the legal description of which is attached hereto as “Exhibit A” (the “Property”).

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Property, Declarant hereby declares that the Property and each part thereof shall be held, sold, and conveyed only 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 property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

“Association” shall mean and refer to Rosebud Estates Homeowners’ Association, Inc., an Ohio non-profit corporation, its successors and assigns. The Articles and Regulations of the Association are attached hereto as “Exhibit C.”

“Declarant” shall mean Donald E. Riethman and Kendra K. Riethman and their respective heirs, personal representatives, successors and assigns, provided such heirs, personal representatives, successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development. Any acts required or permitted to be done by Declarant may be done by either Declarant or both of them.

“Lot” shall mean any plot of land shown on any recorded Subdivision map of the Property.

“Maintenance” shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, week-free environment for optimum plan growth.

“Member” shall mean every person or entity who holds membership in the Association.

“Mortgage” shall mean a conventional mortgage.

“Owner” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

“Subdivision” shall mean the Property, the legal description of which is attached hereto as “Exhibit A” and such additions thereto as may be brought within the jurisdiction of the Association.

ARTICLE I

MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

A. Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

B. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be case with respect to any Lot. Declarant shall be entitled to exercise two (2) votes for each Lot owned by Declarant.

ARTICLE II

ASSESSMENTS

A. Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments; (2) special assessments for capital improvements; and (3) other assessments as may be designated in this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys’ fees, shall be a charge on the land and a continuing lien on each Lot against which such and assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys’ fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

B. Purpose of Annual Assessments. The annual assessments levied by the Association shall be to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for such purposes as may be determined by the Board of Trustees of the Association.

C. Fixing Annual Assessments.

(1) The maximum annual assessment shall be fixed by a majority vote of the Members and may be changed from time to time by a majority vote of the Members.

(2) The Board of Trustees of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment.

D. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement performed or to be performed by or on behalf of the Association. Any such assessment must be approved by a majority of the Members.

E. Notice and Quorum for Action Authorized Under Sections C and D. Written notice of any meeting called for the purpose of taking any action authorized by Section C or Section D

shall be sent to all Members not less than seven (7) nor more than thirty (30) days in advance of such meeting.

F. Uniform Rate of Assessment. The Association shall fix an annual assessment for Lots upon which a dwelling is constructed at a higher rate than for Lots upon which no dwelling is constructed. Such rates shall be fixed in proportion to the benefits provided to Lots on which a building is constructed as compared to Lots on which a dwelling is not constructed. The annual assessment must be fixed at a uniform rate for Lots on which a dwelling is constructed and for Lots on which a dwelling is not constructed. Special assessments must be fixed at a uniform rate for all Lots.

G. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence at such time as established by the Board of Trustees of the Association. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and shall, on or before February 15, of each year, cause to be recorded in the public records of Auglaize County, Ohio, a list of delinquent assessments as of that date.

H. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate established from time to time by the Board of Trustees of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot upon which the assessment is unpaid. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

I. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage. A sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE IV

PROPERTY RIGHTS

A. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or altering is in accordance with the terms of this Declarant. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent Lots along a line perpendicular to such boundary at such point. No easements for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

B. Easements for Support. Every portion of a building or utility line or any improvement on any portion of a lot contributing to the support of another building, utility line, or improvement on another Lot shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, and improvements.

C. Easement for Maintenance, Repair, and Reconstruction.

(1) The Association and each Owner shall have the following easements for the purpose of allowing the Association and each Owner to perform their respective obligations and exercise their respective rights as set forth in the Declaration with respect to maintenance, repair, and reconstruction:

- (a) A fifteen foot (15') easement along the rear Lot lines;
- (b) An easement fifteen feet (15') in width, the center line of which is each interior Lot line that does not pass through a building;
- (c) An easement over, on, and through all Lots as may otherwise be reasonable necessary for such maintenance, repair, and reconstruction.

(2) The Association and any Owner, as the case may be, shall repair or reimburse any Owner for damages to the property of such Owner arising out of the exercise of the right of easement under this Paragraph C, unless the damage was a necessary result of maintenance for the Lot on which the damage was done, in which case the Lot Owner shall be responsible for such damages.

D. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

ARTICLE V

USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

A. Each Lot shall be used as a residence lot for a single family and for no other purpose, except that a Lot may be used for a non-manufacturing business purpose if the business purpose is ancillary to the principal use of the Lot as a single family residence.

B. Except as permitted in Paragraph A, no business of any kind shall be conducted on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section M below.

C. No noxious or offensive activity shall be carried on in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section M below.

D. No sign of any kind shall be displayed to public view on a Lot without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a Lot for sale or rent.

E. Nothing shall be done or kept on a Lot that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot that would result in the cancellation of insurance on any residence or that would be in violation of any law.

F. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and

regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. Exterior compounds, cages, or kennels for the keeping of household pets or hunting dogs are prohibited. Owners shall control pets so as not to be a nuisance to other Owners.

G. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot except in sanitary containers located in appropriate areas concealed from public view.

H. No fence, wall, or other dividing instrumentality over five (5) feet in height measured from the ground on which it stands, other than as may involve landscape plantings, shall be constructed or maintained on any Lot except that Declarant and the transferee of Declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans.

I. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building any kind shall be used as a residence either temporarily or permanently.

J. No shack, shed, or other outbuilding or structure of any kind shall be constructed or maintained on any Lot.

K. No outdoor television or other antennas, satellite dishes, or similar constructions may be installed or maintained on any Lot.

L. An Owner may park one (1) camper on the Owner's driveway during any part of the months of April through October (provided, however, that in doing so the Owner must adhere to all applicable Village of Minster zoning requirements). Otherwise, no Owner shall park, store, or keep any truck, camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle on any uncovered parking space. More specifically, except as provided above, no truck, camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle may be parked on a driveway. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle on his driveway in such a manner that such vehicle extends into the street.

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

(1) Prevent Declarant, Declarant's transferees, or the other employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots within the Subdivision.

(2) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, 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.

(3) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their

representatives, 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

(4) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs 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.

As used in this section, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

As used in this section, the work "Subdivision" shall be deemed to include any property annexed from time to time pursuant to Article XI.

ARTICLE VI

REPAIR AND MAINTENANCE

A. Obligation to Repair. Each Owner shall, at his sole cost and expense, repair his residence, both interior and exterior, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

B. Association's Right to Maintain.

(1) In the event an Owner of any Lot in the Subdivision fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right, through its agents, employees, and contractors, to enter any such Lot and to repair, maintain, and restore the Lot and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance, and restoration shall be added to and become a part of the assessment to which such Lot is subject.

(2) Notwithstanding anything herein to the contrary, the Board of Trustees may decide to provide maintenance and care for trees, shrubs, grass, landscaping, and/or walks. The Board of Trustees may without further approval levy assessments for such maintenance.

(3) Notwithstanding anything herein to the contrary, the Association may, by approval of two-thirds (2/3) of the members, provide exterior maintenance on each Lot that is subject to assessment as follows: paint, repair, replace, and care for roofs, shutters, downspouts, exterior building surfaces, and other exterior improvements. In such event, the Association shall establish the maximum annual assessment pursuant to Article II(C)(1).

ARTICLE VII

PARTY WALLS

A. General Rules of Law to Apply. Each wall built as a part of the original construction of the homes within the Subdivision and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

D. Weatherproofing. Notwithstanding any other provisions in this article, an Owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution to Run with Land. The right of any Owner to contribution from any other Owner under this article shall run with the land, and shall pass to such Owner's successors in title.

F. Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

ARTICLE VIII

OWNERS' OBLIGATION TO REBUILD

If all or a portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE IX

HAZARD AND LIABILITY INSURANCE

A. Fire and Extended Coverage Insurance. Each Owner shall obtain and maintain insurance on the dwelling unit constructed on his Lot against loss or damage by fire, lightning, and such perils as are comprehended within the term "broad form coverage" with no co-insurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. The proceeds of such insurance shall be payable jointly to the Owners and the Association. The proceeds of insurance shall be applied to reconstruct the dwelling unit. The policy shall provide that at least ten (10) days notice be given to the Association prior to the cancellation of the policy. Upon receipt of such notice, the Board of Trustees may, but is not required to, take such action as may be necessary to keep the policy in force, including payment of premiums. Any premiums and other expenses paid by the Association, including interest, shall be assessed to the Lot Owner.

B. Waiver of Subrogation. Each such policy shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of

recovery against the Association, any Owner, member of his family, his tenant or other occupant of the property for recovery against anyone of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

C. Carrier of Insurance. The Board of Trustees may require that all Owners obtain the insurance required to be obtained herein from a named insurance carrier and/or as part of a master policy of insurance.

D. Insurance by Association. The Association may, upon approval by two-thirds (2/3) of the Members obtain all insurance required to be maintained by the Lot Owners, as well as liability insurance in such amounts as the Board of Trustees may decide. In such event, the Board of Trustees may provide for direct mailings of premiums to the Lot Owners or may cause the Association to pay the premiums and assess the cost therefore to the Lot Owners in an equitable manner.

E. Lot Owner's Insurance. Each Owner shall obtain and maintain such insurance as is sufficient to fully cover the contents of the dwelling against loss by fire or other casualty. The insurance policy provided for herein as well as any other policy of insurance obtained and maintained by Owner shall contain the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against the Association, any Owner, member of his family, his tenant or other occupant of the property for recovery against any one of them for any loss occurring resulting from any of the perils insured against under such insurance policy.

ARTICLE X

ARCHITECTURAL CONTROL

A. Creation of Architectural Committee. The Board of Trustees shall constitute the architectural committee.

B. Alterations, Additions, and Improvements of Residences. No Owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development.

C. Miscellaneous Additions and Alterations. No building, fence, wall, or other structure shall be erected or maintained on any Lot within the Subdivision, nor shall any exterior addition, including replanting, clotheslines, or other external attachments be made, until the plans and specifications showing the nature, shape, kind, heights, materials, colors, and locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to surrounding structures and topography.

D. Damage and Destruction of Residences; Approval of Structural Variances. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the architectural committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of casualty. Application for such approval shall be made in writing together with full and

complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The architectural committee shall grant approval only if the design proposed by the Owner would result in a finished residence of exterior design harmonious with other residences in the Subdivision.

E. Approval of Committee; How Evidenced. Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

F. Construction by Declarant. Nothing in this Article shall be construed to require Declarant or its transferees to obtain approval of the architectural committee prior to undertaking the initial construction of any structure or dwelling units on any of the Lots on the Property or on any annexed property.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTY

A. Contemplated Annexation by Declarant. Declarant is the owner in fee simple of the real property described in "Exhibit B" and contemplates construction of additional dwelling units on the real property or on part of the real property. The residential structures are to be substantially the same type, character, quality, style, and size as those constructed on the lots submitted to the provisions of this Declaration. Declarant 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 the same will become in all respects part of the Property.

B. Reservation of Right to Annex Additional Property. Declarant hereby reserves the right at any time and from time to time within a period of ten (10) years, commencing on the date this Declaration is filed for record with the Auglaize County, Ohio, Recorder, to take the action as contemplated in submitting the land or any part of the land described in "Exhibit B" hereof. The dwelling units shall consist of townhouses or patio homes, in whatever mix or combination determined by Declarant.

C. Reservation of Right to Amend Declaration. Declarant hereby reserves the right from time to time to amend this Declaration, in the manner hereinafter provided, in such respects as Declarant 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 Property.

D. Consent and Approval for Annexation Amendments. Declarant on its own behalf as the Owner of all Lots in the Property and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and his mortgagee by accepting of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article XI, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in Section E of this Article XI, and all such Owners and their Mortgagees, upon request of Declarant, shall execute and deliver from time to time any such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

E. Power of Attorney, Coupled with an Interest. Each Owner and the respective Mortgagees by the acceptance of a deed conveying such ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his or its Attorney-in-Fact ("Attorney"), coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney, in the event that the Declarant exercises the rights reserved above to add to the Property additional property to execute, acknowledge, and record for and in the name of such owner an amendment of this Declaration for such purpose and for and in the name of such respective Owners and Mortgagees to consent to such amendment.

F. Annexation by Members. Additional residential property and common area property may be annexed to the Property by the Members with the consent of two-thirds (2/3) of the Members. This Section F shall not be construed to require approval of the Members for property annexed by Declarant. Furthermore, during the ten (10) year period commencing with the date this Declaration is filed for record, no additional property may be annexed by the Members without the written consent of Declarant.

ARTICLE XII

GENERAL PROVISIONS

A. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

C. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than a three-quarters (3/4) vote of the Members.

D. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

E. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of the Association and the Members and be enforceable by the Association or any Member thereof for a period of twenty-one (21) years from the date hereof, and thereafter shall continue automatically in effect for successive additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least three-quarters (3/4) of the Subdivision Lots.

Executed at Minster, Ohio, on the 13th day of July, 2000.

Signed and acknowledged
in the presence of:


Lorrie J. D. [Signature]
Elaine M. Evers

Donald E. Riethman
Donald E. Riethman
Kendra K. Riethman
Kendra K. Riethman

STATE OF OHIO
COUNTY OF Auglaize / ss:

Before me, a Notary Public in and for said County and State, personally the above named Donald E. Riethman and Kendra K. Riethman, husband and wife, who acknowledged that they did sign the foregoing instrument, and the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 13th day of July, 2000.

Elaine M. Evers
Notary Public
 ELAINE M. EVERS
Notary Public - State of Ohio
My Commission Expires May 12, 2005

Minster Bank, as Mortgagee of a part of the Property described in Exhibit A attached hereto, hereby consents to the submission of the real property described therein to this Declaration.

Signed and acknowledged
in the presence of:

MINSTER BANK

Kristi Guggenbiller
Kristi Guggenbiller
Robert J. Albras
Robert J. Albras


By: Orval H. Homan
Orval H. Homan
Title: President

STATE OF OHIO
COUNTY OF Auglaize / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Minster Bank, by Orval Homan, its President, who acknowledged that he did sign the foregoing instrument for and on behalf of the Bank, and the same is the free act and deed of the Bank and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27 day of July, 2000.

Robert J. Albers
Notary Public

 ROBERT J. ALBERS
Notary Public - State of Ohio
My Commission Expires Sept. 15, 2003

This instrument prepared by:

Faulkner Garmhausen Keister & Shenk
A Legal Professional Association
Courtview Center – Suite 300
100 South Main Avenue
Sidney, Ohio 45365

G:\Riethman\Rosebud\Declaration
JRS-dh 4/28/00

Exhibit A

Situated in the Village of Minster, Auglaize County, Ohio, and being Lots 1, 2, 3, and 4 of Riethman Subdivision, the plat of which is filed for record in Plat Cabinet C, Slide 228, of the Auglaize County Plat Records.

Exhibit B

Situated in the Village of Minster, Auglaize County, Ohio, and being Lots 5 and 6 of Riethman Subdivision, the plat of which is filed for record in Plat Cabinet C, Slide 228, of the Auglaize County Plat Records.

1.	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
	6/20/2000	200012201424	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	10.00	0.00	0.00	0.00
			TOTAL	25.00	10.00	0.00	0.00	0.00

Book 405 Page 031

Book 405 Page 032

EXHIBIT C

Book 405 Page 030

Return To:
FAULKNER GARMHAUSEN KEISTER SH
100 SOUTH MAIN AVE STE 300
SIDNEY, OH 45365-0000

-----cut along the dotted line-----



The State of Ohio Certificate

Secretary of State - J. Kenneth Blackwell

1162591

It is hereby certified that the Secretary of State of Ohio has custody of the business records for ROSEBUD ESTATES HOMEOWNERS' ASSOCIATION, INC. and that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200012201424

United States of America
State of Ohio
Office of the Secretary of State



Witness my hand and the seal of the Secretary
of State at Columbus, Ohio, This 6th day of
June, A.D. 2000

J. Kenneth Blackwell
J. Kenneth Blackwell
Secretary of State

ARTICLES OF INCORPORATION OF ROSEBUD ESTATES HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATION

We, the undersigned, acting jointly as incorporators of a corporation under the Ohio Nonprofit Corporation Law, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the "Association") is **Rosebud Estates Homeowners' Association, Inc.**

ARTICLE II

The period of duration of the Association is perpetual.

ARTICLE III

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and common areas within a subdivided tract of real property known as Rosebud Estates, and to promote the health, safety, and welfare of the residents within the subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") applicable to the subdivision and recorded or to be recorded in the office of the County Recorder of Auglaize County, Ohio;

(b) Fix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed on the property of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and, subject to the consent (by vote or writing) of two-thirds (2/3) of the members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale, or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and common areas, provided that any merger, consolidation, or annexation shall have the consent by vote or writing of two-thirds (2/3) of the members;

(g) Have and exercise any and all powers, rights, and privileges that a corporation organized under the Ohio Nonprofit Corporation Law by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the aforementioned purposes. The activities of the Association shall be financed by assessments on members as provided in the Declaration, and no part of any net earnings of the Association shall inure to the benefit of any member.

ARTICLE IV

The principal office of the Association shall be in the Village of Minster, Auglaize County, Ohio, or such place in Auglaize County, Ohio, as the Trustees of the Association shall specify from time to time.

ARTICLE V

Every person or entity who is a record owner of a fee simple or undivided interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of a lot that is subject to assessment by the Association.

ARTICLE VI

Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as such persons may determine among themselves, but in no event shall more than one

vote be cast with respect to any lot owned. The Declarant shall have two (2) votes for each lot owned.

ARTICLE VII

The number of trustees constituting the initial trustees of the Association is three (3) and the names and addresses of the persons who are to serve as the initial trustees are:

Name	Address
Donald E. Riethman	2A Greenhills Drive, Minster, OH 45865
Kendra K. Riethman	2A Greenhills Drive, Minster, OH 45865
Clint M. Riethman	511 North Front Street, St. Marys, OH 45885

ARTICLE VIII

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

Executed at Minster, Ohio on 6/1/, 2000.

Donald E. Riethman
Donald E. Riethman

Kendra K. Riethman
Kendra K. Riethman

Clint M. Riethman
Clint M. Riethman



J. Kenneth Blackwell

Prescribed by:
J. Kenneth Blackwell
Secretary of State
30 East Broad St. 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of
ROSEBUD ESTATES HOMEOWNERS' ASSOCIATION, INC.
(name of corporation)

hereby appoint Donald E. Riethman to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

2A Greenhills Drive
(street address)
Minster (Auglaize County) OH 45865
(city) (zip code)

Note: P.O. Box addresses are not acceptable

Signature: Donald E. Riethman
Name: Donald E. Riethman

Signature: Kendra K. Riethman
Name: Kendra K. Riethman

Signature: Clint M. Riethman
Name: Clint M. Riethman

ACCEPTANCE OF APPOINTMENT

The undersigned, Donald E. Riethman, named herein as the statutory agent for Rosebud Estates Homeowners' Association, Inc., hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Signature: Donald E. Riethman
Donald E. Riethman - Statutory Agent

REGULATIONS OF ROSEBUD ESTATES HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is **ROSEBUD ESTATES HOMEOWNERS' ASSOCIATION, INC.** The principal office of the corporation shall be located at Minster, Ohio, but meetings of members and trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees.

ARTICLE II. DEFINITIONS

1. "Association" shall mean and refer to Rosebud Estates Homeowners' Association, Inc., an Ohio non-profit corporation, its successors and assigns.
2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
3. "Declarant" shall mean Donald E. Riethman and Kendra K. Riethman and their respective heirs, personal representatives, successors and assigns, provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development. Any acts required or permitted to be done by Declarant may be done by either Declarant or both of them.
4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the subdivision and recorded on August 1, 2000, in Volume DP 405, Page 815 of the Official Records of Auglaize County, Ohio.
5. "Lot" shall mean any plot of land shown on any recorded Subdivision map of the Property with the exception of the common area.
6. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.
8. "Subdivision" shall mean and refer to that certain tract of real property described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the Declaration.

ARTICLE III. MEETINGS OF MEMBERS

1. Annual Meetings. The first annual meeting of members shall be held within four (4) years from the date of incorporation of the Association or not later than thirty (30) days after seventy-five percent (75%) of the Lots have been sold, whichever first occurs. Subsequent annual meetings of Members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

2. Special Meetings. Special meetings of Members may be called at any time by the president or by the Board of Trustees, or on written request of Members who are entitled to vote one-fourth of all votes.

3. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Regulations. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot.

ARTICLE IV. BOARD OF TRUSTEES - TERM OF OFFICE; FIRST ELECTION; REMOVAL

1. Number. The affairs of the Association shall be managed by a board of three (3) Trustees, being the persons named in the Articles of Incorporation, who need not be Members of the Association.

2. Term of Office. At the first annual meeting, the Members shall elect three (3) Trustees, each for a term of one (1) year. At each annual meeting thereafter, Trustees shall be elected for a term of one (1) year.

3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF TRUSTEES; NOMINATION AND ELECTION

1. Nomination. Nomination for election to the Board of Trustees shall be by nominating committee. However, nominating may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a member of the Board of Trustees, and two or more Members of the Association. The committee shall be appointed by the Board of Trustees prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

2. Election. Election to the Board of Trustees shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is permitted, provided that any Member who intends to cumulate his votes must give written notice of such intention to the secretary of the Association on or before the day preceding the election at which such Member intends to cumulate his votes.

ARTICLE VI. BOARD OF TRUSTEES – MEETINGS

1. Regular Meetings. Regular meetings of the Board of Trustees shall be held without notice at such regular times and at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days notice to each Trustee.

3. Quorum. A majority of the Trustees shall constitute a quorum of the transaction of business. Every act performed or decision made by a majority of Trustees present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII. BOARD OF TRUSTEES –POWERS AND DUTIES

1. Powers. The Board of Trustees shall have power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

(b) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Regulations;

(c) Declare the office of a member of the Board of Trustees to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Trustees; and

(d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the Board of Trustees to:

(e) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the Members entitled to vote thereat;

(f) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

(g) Fix the amount of the annual assessment against each Lot;

(h) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(i) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(j) Cause the common area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Trustees, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of Members.

3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall cosign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE IX. COMMITTEES

The Association shall appoint a nominating committee as provided in Article V of these Regulations. In addition, the Board of Trustees may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS

As more fully provided in this Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency as specified from time to time by the Board of Trustees, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his Lot.

ARTICLE XI. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, Articles of Incorporation, and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIII. AMENDMENTS

These Regulations may be amended, at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XIV. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Regulations, the Articles shall control; in the case of any conflict between the Declaration and these Regulations, the Declaration shall control.

IN TESTIMONY WHEREOF, the undersigned have caused these Regulations to be duly adopted on or as of the 13th day of July, 2000.

Signed in the presence of:

Joanie A. O'Neil
Elaine M. Evers

Donald E. Riethman
Donald E. Riethman

Kendra K. Riethman
Kendra K. Riethman

Clint M. Riethman
Clint M. Riethman

STATE OF OHIO
COUNTY OF AUGLAIZE / ss:

Before me, a Notary Public in and for said County and State, personally the above named Rosebud Estates Homeowners' Association, Inc., a nonprofit corporation, by Donald E. Riethman, Kendra K. Riethman, and Clint M. Riethman, Trustees, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed, individually and as such Trustees, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Minster, Ohio, this 13th day of July, 2000.

Elaine M. Evers
Notary Public



ELAINE M. EVERS
Notary Public - State of Ohio
My Commission Expires May 12, 2005

This instrument prepared by: Faulkner Garmhausen Keister & Shenk, A Legal Professional Association, Courtview Center – Suite 300, 100 South Main Avenue, Sidney, OH 45365