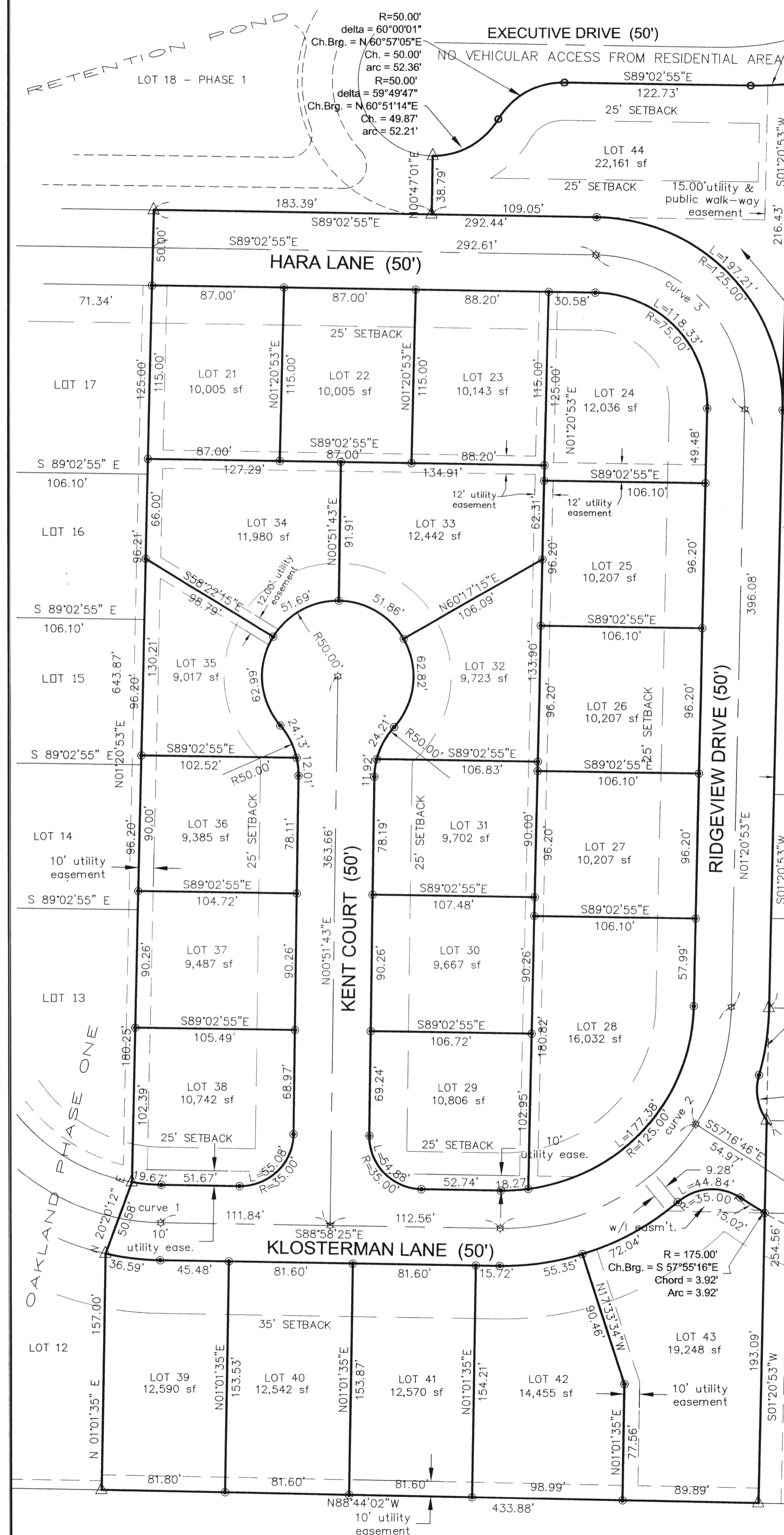


CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	150.00'	28.14'	14.11'	28.10'	S 83°35'59" E	10°44'52"
C-2	150.00'	234.77'	149.16'	211.54'	N 46°11'14"E	89°40'42"
C-3	100.00'	157.77'	100.69'	141.91'	N 43°51'01"W	90°23'48"



R = 200.00'
delta = 7°36'32"
Ch. Brg. = N 87°07' 49" E
Ch. = 26.54
Arc = 26.56

KLOSTERMAN DEVELOPMENT CORPORATION

Oakland Addition

PHASE THREE

Part of the northwest quarter of
Section 4, T-6-S, R-4-E, St. Marys
Township, City of St. Marys, Auglaize
County, Ohio.

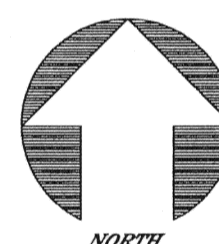
8.652 acres

Note:
All boundary corners and points of curve shall be set as shown in accordance with "Minimum Standards for Boundary Surveys" per Ohio Administrative Code, upon completion of construction.

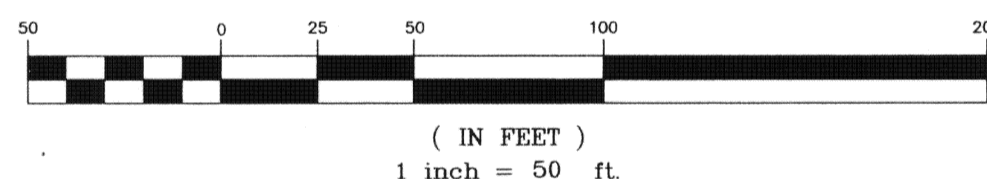
All swales and waterways shall not be altered after final construction and approvals.

LEGEND

- 5/8" X 30" re-rod w/cap (6792) set
- 5/8" X 30" re-rod w/cap (6792) found
- ☆ gin spindle (set)
- △ concrete monument (set)



GRAPHIC SCALE



R = 175.00'
delta = 14°46'16"
Ch. Brg. = S 08°44' 01" W
Ch. = 44.99'
Arc = 45.12'

R = 35.00'
delta = 51°28'38"
Ch. Brg. = S09°37'10" E
Ch. = 30.40'
Arc = 31.45

R = 175.00'
= S 57°55'16"E
Chord = 3.92'
Arc = 3.92'

JAMES M. KENT, PS 6792 OH

kent
s u r v e y i n g

DRAWING 2309 PL-3
ACAD - oakland3plat
February 21, 2001

Oakland Addition

PHASE THREE

Being a part of the northwest quarter of Section 4, T-6-S, R-4-E, St. Marys Township, City of St. Marys, Auglaize County, Ohio, and more particularly described as follows:

Beginning at a concrete monument (set) at the southeast corner of Oakland Addition - Phase One (said re-rod also being the southeast corner of Lot 12 of said Oakland Addition - Phase 1);

thence, N 01°01'35"E along the east line of said Oakland Addition - Phase 1, for a distance of 157.00 feet to a concrete monument (set);

thence, N 20°20'12"E and continuing along the aforesaid east line, for a distance of 50.58 feet to a concrete monument (set);

thence, N 01°20'53"E along the aforesaid east line, for a distance of 643.87 feet to a concrete monument (set);

thence, S 89°02'55"E for a distance of 183.39 feet to a concrete monument (set);

thence, N 00°47'01"E for a distance of 38.79 feet to a concrete monument (set) on the southerly right-of-way line of Executive Drive;

thence, along the aforesaid southerly right-of-way line, along a curve which is concave to the north, having a radius of 50.00 feet, a chord which bears N 60°51'14"E and a chord which measures 49.87 feet, for a total arc length of 52.21 feet to a 5/8" re-rod w/cap (found);

thence, continuing along the aforesaid southerly right-of-way line on a curve which is concave to the south, having a radius of 50.00 feet, a chord which bears N 60°57'05"E and a chord which measures 50.00 feet, for a total arc length of 52.36 feet to a 5/8" re-rod w/cap (found);

thence, continuing along the aforesaid southerly right-of-way line S 89°02'55"E for a distance of 122.73 feet to a 5/8" re-rod w/cap (found);

thence, continuing along the aforesaid southerly right-of-way line along a curve which is concave to the north, having a radius of 200.00 feet, a chord which bears N 87°07'49"E and a chord which measures 26.54 feet, for a total arc length of 26.56 feet to a concrete monument (set);

thence, S 01°20'53"W for a distance of 612.51 feet to a concrete monument (set);

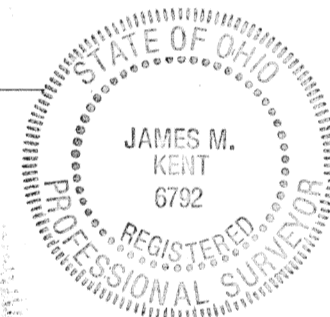
thence, along a curve which is concave to the west, having a radius of 175.00 feet, a chord which bears S 08°44'01"W, a chord which measures 44.99 feet, for a total arc length of 45.12 feet to a 5/8" re-rod w/cap (set);

thence, along a curve which is concave to the east, having a radius of 35.00 feet, a chord which bears S 09°37'10"E, a chord which measures 30.40 feet, for a total arc length of 31.45 feet to a concrete monument (set);

thence, S 01°20'53"W for a distance of 254.56 feet to a concrete monument (set);

thence, N 88°44' 02" W for a distance of 433.88 feet to the Point of Beginning, containing therein 8.652 acres.

JAMES M. KENT, PS 6792 OH



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Covenants, Conditions and Restrictions for Oakland Addition, Phase 3 are recorded in Official Record Volume _____, Page _____, and are made a part of the plat herein.

DEDICATION

I, Steven R. Klosterman, the undersigned owner of the land shown, have caused the area encompassed by the plat to be surveyed, platted and to be known as OAKLAND ADDITION, Phase Three and do hereby certify that said plat is a true representation of the same. I also dedicate the street right-of-ways and utility easements as shown to the public forever.

Also a 2.5 feet width utility easement shall be provided on each side of all interior lot lines for the purpose of the installation of street light wires as may be required, provided that such easement is not granted hereby with reference to any such interior lot line as may fall within any tract created by a single purchaser of more than one lot.

WITNESS:

Steven C. Opperman

KLOSTERMAN DEVELOPMENT CORPORATION

John Duncan

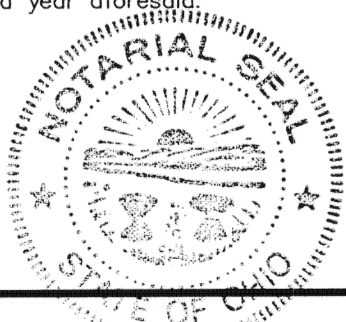
by: Steven R. Klosterman Pres
Steven R. Klosterman, President

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF AUGLAIZE

BE IT REMEMBERED, that on this 8th day of March, 2001, before me, a Notary Public in and for said state, personally came KLOSTERMAN DEVELOPMENT CORPORATION, the owner of the heron plat by STEVEN R. KLOSTERMAN, its President, who acknowledged the signing thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Steven C. Opperman
Notary Public

Steven C. Opperman
Notary Public, State of Ohio
My Commission Expires June 29, 2004

ACCEPTANCE

An acceptable bond, sufficiently secured has been posted which is available to the City, and in sufficient amount to assure such completion of all required improvements as evidenced by approved estimates of costs.

Michael L. Weadock 3/8/01
Michael L. Weadock,
City of St. Marys - Director of Public Service & Safety

PLANNING COMMISSION APPROVAL

Approved this 8th day of March, 2001.

Michael L. Weadock
City of Saint Marys Planning Commission

AUDITOR'S CERTIFICATE

This plat was filed for transfer this 9 day of March, 2001.

Fee: MAR - 9 2001

KARYN SCHUMANN
Auglaize Co. Auditor

Karyn Schumann J.S.
Karyn Schumann, Co. Auditor

RECORDER'S CERTIFICATE

Number: 1387

Filed for record in the Auglaize County Recorder's Office on this 9 day of March, 2001 at 11:36 a.m., and recorded in Plat Cabinet C, Page 242-243.

Ann Billings
Ann Billings, Co. Recorder

kent
surveying

DRAWING 2309 PL-3
ACAD - oakland3plat
February 21, 2001

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OAKLAND ADDITION

PHASE THREE

This Declaration herein is made in the City of St. Marys, County of Auglaize, and State Ohio, on this 9 day of MARCH 2001, by Klosterman Development Corporation, hereinafter called the **Declarant-Developer**.

Declarant is the owner of the property located at the northwest quarter of Section 4, Twp 6 South, Range 4 East of the St. Marys Township and within the city limits of the City of Marys, County of Auglaize and State of Ohio, which is described in the exhibit attached hereto and made a part hereof.

Declarant has further platted said property which shall be known as the Oakland Addition to the City of St. Marys, with Phase Three being lots numbered twenty-one through twenty-four (21-44) as recorded in the Plat Cabinet C, Pages 242 & 243 of the Recorder's Office, Auglaize County, Ohio.

Declarant-Developer intends to sell the property and for purposes in protecting the value, attractiveness and the desirability of the lots or tracts constituting the subdivision, **declarant** desires that all of the real property described above shall be held, conveyed only subject to the covenants, conditions, restrictions which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the property together with the their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

- "Association"** means Oakland Addition Property Owner Association, its successors and assigns.
- "Owners"** means record owner, rather one or more persons or entities of the fee simple title, to any lot which is part of the property. *Owners* shall include contract seller, but shall not include those holding title merely as security for performance of an obligation.
- "Subdivision"** means the subdivided real property herein described and all such other property that may be brought in within the jurisdiction of the Association by the **Declarant-Owner**.
- "Property"** shall mean not only the Phase Three but any other land that the **Developer** may add hereto whether the same is now unplatted and all such other land that may be brought in within this jurisdiction of the Association.
- "Common Area"** means Lot Number Eighteen (18) of the Oakland Subdivision, Phase One and shall become effective upon the conveyance of any singular lot within said subdivision. Said Lot Eighteen (18) is solely for the purpose of common usage by the lot owners within the said Subdivision. **Declarant-Developer** reserves the right to make additions to the common area in the future as circumstances may dictate.
- "Lot"** means any plot of land shown on the recorded Subdivision map referred to above and has been recorded herein and any additional lot that may be added hereto.

7. **"Declarant-Owner"** shall mean and refer to Klosterman Development Corporation, its successors or assigns. **Declarant-Subdivider** reserves the right to add additional lots and land to Oakland Addition which may be brought into the association.

8. **"Maintenance"** means to exercise reasonable care of the landscaping to promote the healthy weed free environment and plant growth in the common area.

ARTICLE II

ASSOCIATION OBLIGATIONS

- The Common Area which is Lot Number Eighteen (18) on the plat as recorded in Plat Cabinet "C", Page 165 is for the benefit of each and every lot with in said subdivision.
- Lot Number Eighteen (18) shall be used solely for a retention pond for storm water which flows from each lot to the retention pond and shall be used for no other purpose. It is anticipated that as rain subsides and water has entered the retention pond, the water will dissipate. Lot Number Eighteen (18) as a retention pond will be basically a dry area which will be duly landscaped in such a fashion with grasses and other material so the same will not detract from the Subdivision in its entirety.
- No material of any kind including but not limited to stone, dirt, metal, brick, wood, glass, and refuse shall be deposited by anyone on said Lot Number Eighteen (18).
- No sewage shall be emptied into the storm sewage system or Lot Number Eighteen (18). Sewage is described herein as any type of water that is discharged from any lot other than that which is normally directed within the interior of a structure to its plumbing to discharge into the sanitary sewage of the City of St. Marys.
- The Association by reason of its general usage shall be required to maintain said Lot Number Eighteen (18) and to those ends shall be required to place such vegetation there in that prevents erosion. The lot shall be duly mowed and cleaned so the same will not become a hazard. The lot shall remain free of any refuse, debris of any type description. (The Association shall pay the taxes that may be imposed by any governmental agency upon said lot.)
- The Association shall have said right to charge reasonable fees for the maintenance of Lot Number Eighteen (18) and if necessary to maintain liability insurance and collect within its fees the premium that may be charged for said insurance.

ARTICLE III

MEMBERSHIP IN ASSOCIATION AND VOTING RIGHT

- Every owner of a lot shall be a member of the Association. Their membership shall be appurtenant to and may not be separated from the ownership of any lot.
- The Association shall have two (2) classes of voting members as follows:
 - Class *A* members (with the exception of the **Declarant**) shall have one vote for each lot owned. If more than one such person holds an interest in the lot, all such persons shall be members and the vote of said lot may be determined among

themselves but in no event shall more than one vote be cast with respect to any lot owned by a class *A* member.

b. Class *B* member shall be the **Declarant** who shall be entitled to exercise 2 votes for each lot owned. Class *B* membership shall cease and be converted into Class *A* membership when the total votes outstanding in the Class *A* membership equal the total votes outstanding in the Class *B* membership.

ARTICLE IV

ASSESSMENTS

- Land and personable obligations of assessments.** **Declarant** covenants for each lot within the Subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of deed for such lot, whether or not it shall be so expressed in the deed to pay to the Association: (1) *annual assessments* and (2) *special assessments* for any capital improvements that may be needed from time to time to maintain Lot Number Eighteen (18). Assessments shall be established and collected as hereinafter provided. The annual special assessments together with interest costs, and reasonable attorney fees, shall be a charge on their land and a continuing lien on each lot against on which such assessments are made. Each such assessment, together with interest, costs, reasonable attorney fees, shall also be the personal obligation of the person or persons who own the lot at the time the assessment fell due. Such personal obligation shall not pass to the successor in title of such person or persons unless expressly assumed by them.
- Annual assessment purpose.** Annual assessment levied by the Association shall be used exclusively for the health, safety and welfare of the residents of the Subdivision and for the improvements and maintenance of the common area known as Lot Number Eighteen (18). Annual assessments that the Association acquire, shall be used to pay expenses including taxes, maintenance, repair of the common area known as Lot Number Eighteen (18), together with any liability insurance that may be needed by the Association relative to the maintenance of the retention pond within the Subdivision.
- Maximum annual assessment.** Maximum annual assessments shall be determined by the bylaws adopted herein and a copy of which shall be furnished to each lot owner.
- Special assessments.** In addition to the annual assessments authorized herein, the Association may levy any assessment or special assessments applicable for that year only for the purpose of defraying the costs of any construction or reconstruction or repair to Lot Number Eighteen (18) that may be necessary to serve its function. Said special assessments must be provided and approved by the majority of two-thirds (2/3) of the property owners herein in each class.
- Notice and quorum for action authorized for assessments.** A written notice of any meeting called for the purposes of taking any action authorized by the Association shall be sent to all members not less than twenty (20) days or more than fifty (50) days in advance of such meeting. In the event that the proposed action is favored by the majority of the votes cast at such meeting, the same shall be binding upon all the members irrespective of the number of members who were not present in person or in proxy at said meeting.
- Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

7. **Commencement and collections of annual assessment.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance for the common area known as Lot Number Eighteen (18). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of annual assessment against each lot at least sixty days in advance of the due date and shall fix the dates such amounts become due. The assessments may be made payable monthly as the Association may determine. Notice of the annual assessments shall be sent to every owner subject to them. The Association shall on demand and for a reasonable charge furnish the certificate signed by an officer of the Association setting forth whether the assessments against a specific lot has been paid. Any certificate that may be issued by the Association as to the payment or the delinquency of the assessments shall be binding on the Association.

8. **Effective payment of assessments.** Any assessment not paid within sixty days after the due date shall be deemed in default and shall bear interest at the rate of ten percent (10%) per annum. The Association shall bring an action if it deems necessary against any of the owners personally obligated to pay the same or may foreclose the lien against said property. Any delinquency shall be considered a lien and shall be foreclosed herein as permitted by the laws of the State of Ohio. No owner may waive or otherwise escape liability of the assessments provided for herein.

9. **Subordination of assessment lien to a mortgage.** Assessment liens provided shall be subordinate to any lien for any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any lots on a mortgage foreclosure or a like proceeding shall extinguish the assessment lien as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability from the assessment hereafter becoming due from the lien.

10. **Assessments for discharge of storm water to Lot Number Eighteen.** Declarant-Subdivider herein has provided a system of storm drainage that benefits each and every lot within said Subdivision. Thus the discharge by any lot shall be appurtenant and shall pass with title to such lot the right to continue to discharge into Lot Number Eighteen (18) said storm water. Further there shall be no judicial partition of Lot Number Eighteen (18) nor shall any property owner within said Subdivision attempt to seek judicial partition. This shall not prohibit judicial partition of any other lot that may be owned in co-tenancy.

ARTICLE V

If the Common Area, i.e., Lot Number Eighteen (18) and any additional lots and land that may be added thereto, in the future is conveyed, transferred to a governmental agency and found not to be needed in the future for the protection of the subdivision, then the association shall be dissolved and the future assessments shall not apply.

ARTICLE VI

USE RESTRICTIONS

The Subdivision shall be occupied and used in accordance with the following covenants and restrictions.

1. All lots within the Subdivision shall be subject to the zoning regulations of the City of St. Marys and said lot usage shall be in conformance with said zoning regulations.

2. Lots in the Subdivision shall be used for single family residential purposes, save and excepting for those lots that conform with the zoning for purposes of commercial or multiple residential.

3. No single family residential structure shall be erected on any building site, habitable floor areas which excludes basements, open porches and garages less than fourteen hundred square feet. If such residential structure exceeds one story in height the habitable floor area of the first floor shall contain at least seven hundred square feet. All homes shall have attached garages. All duplex homes shall have at least seven hundred square feet per unit. All multi family properties must have a minimum of five hundred square feet per unit.

4. No building structure shall be erected, placed or altered on any building site unless the building plan specification plot showing the location of such building had been approved in writing as to the conformity and harmony of the external design and color with existing structures in the Subdivision and as to the location of building with reference to topography and finished ground elevation by architectural committee appointed by Klosterman Development, Inc., of Celina, Ohio. Prior to any construction upon any lot herein the owner of said lot shall be responsible for the mowing and keeping the same free of any debris or refuse.

5. No animal, livestock, poultry of any kind shall be raised, bred or kept on any lot except for household pets, provided they are not used for commercial purposes. No obnoxious or offensive activities shall be carried on in front of any lot or nor shall anything be done on any lot that may become an annoyance or nuisance in the neighborhood and shall conform with the Ordinances of the City of St. Marys.

6. No old buildings or structures shall be moved onto or upon any lot or premise in said Subdivision. All drive ways are to be black topped or of a concrete material within a reasonable time not to exceed one year from the date the construction begins on the lot and no gravel or unpaved drive ways shall be permitted. All structures shall be made of new material, not recycled or used material.

7. No fences shall be built between the street and the building line as shown on the plat, or a height more than three and one half (3.5) feet.

8. 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.

9. Fuel oil tanks shall not be permitted, save and excepting those which are buried and used for heating of the homes.

10. All construction in the development shall be completed within twelve (12) months from the beginning of said construction.

11. Easements and right-of-ways as shown on the plat are reserved in, over and upon the lots where construction maintenance and necessary utilities, drainage, sewerage, water lines, etc. The easements may be used without incurring any liability to the property owners for damage to sod, shrubbery, trees, fences or other surface improvements that may be placed upon the same.

12. The Association or any owner shall have the right to enforce by injunction or other wise any violations that may occur herein and through the covenants and conditions as set forth now or may in the future be adopted by the Association. Any failure to enforce shall not be a waiver of any right. All telephone, electric and other wires of all kinds shall be buried and not exposed.

13. In the event that any one or more of the covenants as established herein shall be considered to be invalid by a judgment of a court with proper jurisdiction, this shall not affect any other provisions herein. All restrictions herein are considered to run with the land as aforesated and upon any execution of any deed or transference thereof, these covenants shall be part thereof by reason of said conveyance.

14. In the event that the Association determines that there should be a change, deletion or addition thereto, in said declaration the property Association may vote and eighty-five percent (85%) of the land owners voting in writing must agree to the amendment. Said amendment is to be recorded at the Auglaize county Recorder's Office after being certified to be a true and accurate vote by said Property Owner Association. All foregoing provisions, declarations, covenant, conditions and restrictions are hereby confirmed by the Declarant-Owner in witnesseth he has set his hand as the Declarant and Owner of all of the lots in the Oakland Addition to the City of St. Marys, County of Auglaize, and State of Ohio, on this 9th day of MARCH 2001.

Signed and acknowledged in the presence of:

Beta Daugherty
(Witness)
[Signature]
(Witness)

Steve Klosterman
Klosterman Development, Inc., an Ohio Corporation, Declarant
By: Steve Klosterman, President

STATE OF OHIO
SS:

COUNTY OF AUGLAIZE

On this 9th day of MARCH 2001, before me a Notary Public in and for said County and State, personally appeared the above named Steve Klosterman, President of Klosterman Development, Inc. an Ohio Corporation, who acknowledged the signing thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year herein last aforesaid.

[Signature]
Notary Public
BARRETT C. KEND, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION
O.A.C. 1309.02