

Rolling Hills Estates, 6th Addition

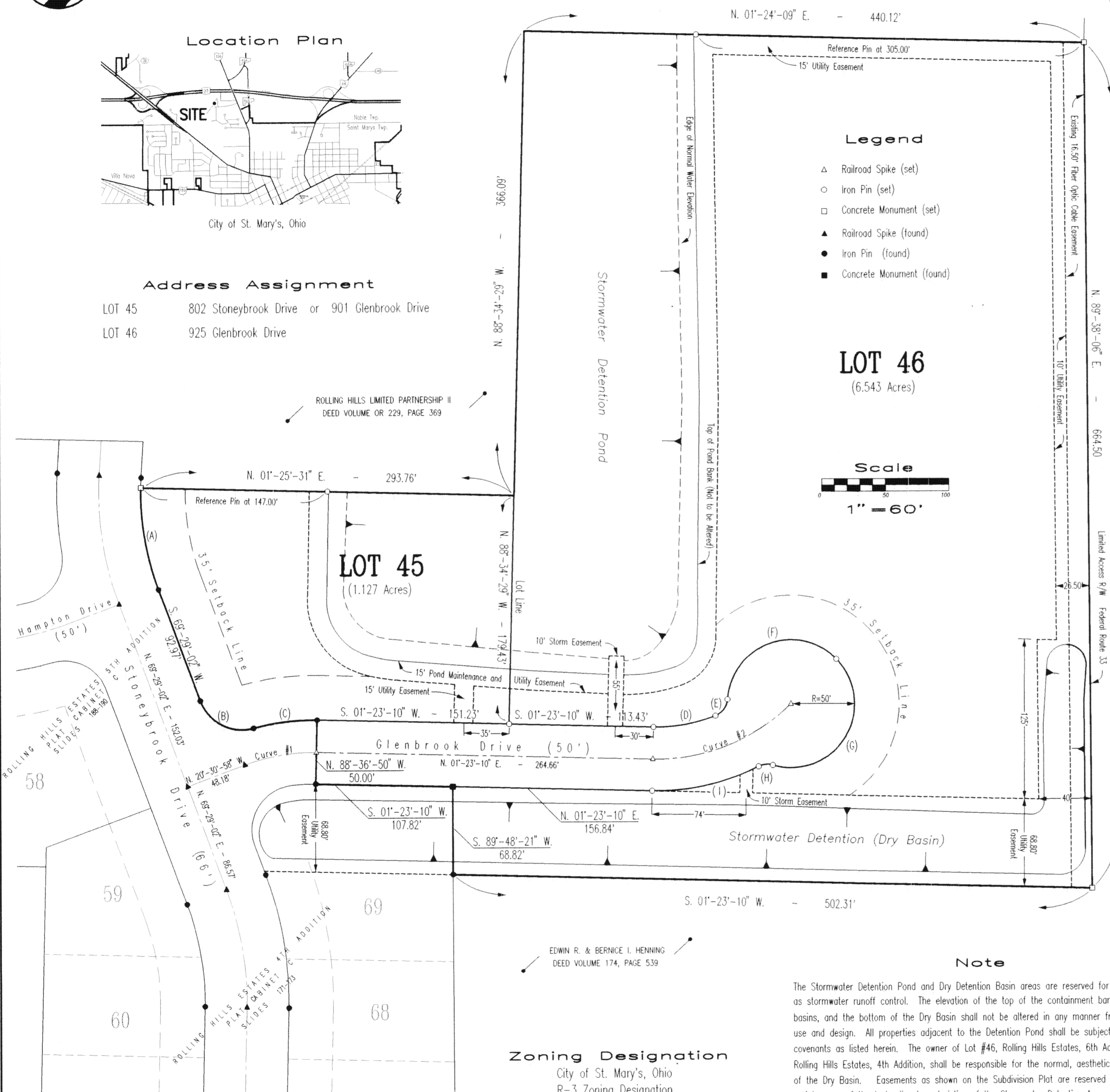
8.237 Acres Situated in the Southeast Quarter of Section 33, Noble Township, Town-5-South, Range-4-East, County of Auglaize, City of St. Mary's, State of Ohio, and is also a part of Lots #4, #8, #9, of the former Bueler's Subdivision as Recorded in Plat Book 1, Page 180



City of St. Mary's, Ohio

Address Assignment

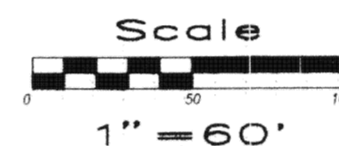
LOT 45 802 Stoneybrook Drive or 901 Glenbrook Drive
LOT 46 925 Glenbrook Drive



Legend

- △ Railroad Spike (set)
- Iron Pin (set)
- Concrete Monument (set)
- ▲ Railroad Spike (found)
- Iron Pin (found)
- Concrete Monument (found)

LOT 46
(6.543 Acres)



Proposed Acreage Dedication

Area Encompassing Proposed Subdivision = 8.237 Acres
Area Included in Street Right-of-Way = 0.567 Acre
Area Included in Lot 45 = 1.127 Acres
Area Included in Lot 46 = 6.543 Acres

Centerline Curve Data

Curve #	Delta (Δ)	Radius (R)	Tangent (T)	Arc Length (L)
1	21°-54'-08"	150'	29.02'	57.34'
2	45°-52'-32"	150'	63.48'	120.10'

Subdivision Boundary Curve Data

Arc #	Delta (Δ)	Arc Length	Radius	Chord Dist	Chord Brng
(A)	21°-40'-00"	82.06'	217'	81.57'	S. 80°-19'-03" W.
(B)	84°-35'-02"	51.67'	35'	47.10'	S. 27°-11'-31" W.
(C)	16°-29'-10"	50.35'	175'	50.18'	S. 06°-51'-25" E.

Street R/W Curve Data

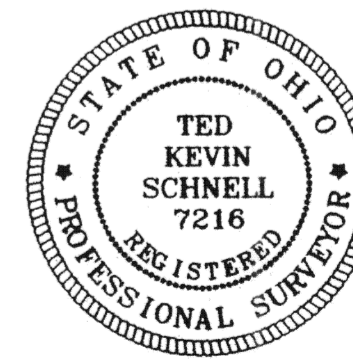
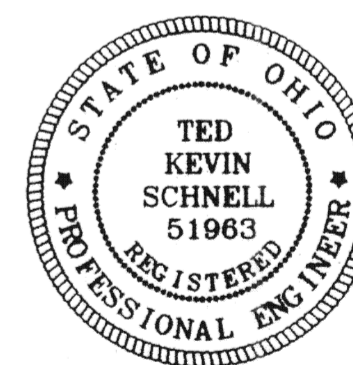
Arc #	Arc Length	Radius	Chord Dist	Chord Brng
(D)	49.89'	125'	49.56'	N. 10°-02'-53" W.
(E)	16.86'	15'	15.99'	N. 53°-41'-27" W.
(F)	114.68'	50'	91.14'	N. 20°-11'-40" W.
(G)	132.00'	50'	96.87'	N. 58°-51'-27" E.
(H)	11.47'	15'	11.19'	S. 05°-07'-46" E.
(I)	86.80'	175'	85.92'	S. 12°-49'-25" E.

Prepared By:

Ted K. Schnell

Ted K. Schnell
Professional Engineer
Professional Surveyor

8-27-01
date



H & S Civil Engineers and Land Surveyors

913 Fieldstone Court Wapakoneta, Ohio 45895
Voice: (419) 738-4758 Email: hscivil@bright.net
Fax: (419) 739-7631

Note

The Stormwater Detention Pond and Dry Detention Basin areas are reserved for the specific use as stormwater runoff control. The elevation of the top of the containment banks for both basins, and the bottom of the Dry Basin shall not be altered in any manner from its intended use and design. All properties adjacent to the Detention Pond shall be subject to all restrictive covenants as listed herein. The owner of Lot #46, Rolling Hills Estates, 6th Addition, and Lot #69, Rolling Hills Estates, 4th Addition, shall be responsible for the normal, aesthetic maintenance of the Dry Basin. Easements as shown on the Subdivision Plat are reserved for the permanent maintenance of the hydraulic characteristics of the Stormwater Detention Areas by the City of St. Mary's, and also for providing public utilities to the adjoining Lots in the Subdivision.

Zoning Designation

City of St. Mary's, Ohio
R-3 Zoning Designation

Rolling Hills Estates, 6th Addition – Restrictive Covenants

- (1) GENERAL: As a part of the general plan of development for the Rolling Hills Estates, 6th Addition, as a residential area, and for the benefit of the purchasers of any of the lots located within said subdivision, the herein described restrictions, covenants and conditions, easements, and charges are for the common advantage of each and every lot, and shall apply to and be binding upon the purchasers and successors in interest.
- (2) LAND USE: All lots shall be used in accordance with the City of St. Mary's R-3 zoning regulations and nothing shall be permitted on any premises in said subdivision which may not conform with R-3 zoning regulations.
- (3) DWELLING SIZE: Any residential structure being erected on any building site is to have no less than 1,400 square feet of habitable floor area exclusive of basements, open porches, and garages. If such residential structure exceeds one story in height the habitable floor area of the first floor shall contain at least 900 square feet.
- (4) PERMITS: All building permits are to be obtained from the City of St. Mary's. Permits for storm and sanitary sewer taps are also to be obtained from the City of St. Mary's prior to the commencement of construction.
- (5) BUILDING LOCATION: Building location shall conform to the minimum setback lines as shown on the Plat of the subdivision.
- (6) CONSTRUCTION TIME: Any structure being constructed in said subdivision shall be completed within 6 months from the date of the beginning of construction. The same applies to any building additions that may occur at a later date. All sites shall be landscaped within 6 months from the date of their completion. All lawns and yards are to have a finished grade and are to be seeded within 6 months from the date of the completion of all building construction.
- (7) SIGNS: No signs of any kind shall be displayed to the public view on any lot in the subdivision except for one sign of not more than 6 square feet in total area for the purpose of advertising the property for sale or rent, or signs used by the builder to advertise the property during actual construction and sale period.
- (8) EASEMENTS: Easements are reserved as shown on the attached Plat of the subdivision for the installation and maintenance of public utilities, water, sanitary sewer, pond maintenance, and for stormwater drainage facilities.
- (9) ARCHITECTURAL CONTROL: All proposed building plans and specifications, as well as a site plan including landscaping, decks, and dock facilities, shall be submitted to the developer, ROLLING HILLS LIMITED PARTNERSHIP II, its successors and assigns, for approval prior to the start of construction or installation. All said plans and specifications shall be delivered to the developer at the current business address of 1865 Celina Road, St. Mary's, Ohio. Refusal to approve such plans may be based on any grounds, including purely aesthetic grounds. Modular construction shall be permitted in this phase of development. In the event that the developer fails to approve or disapprove said plans and specifications within fifteen (15) days from the date they are received, then approval shall not be required provided the design is in harmony with other structures in the subdivision, and that the proposed structure conforms to all other covenants, restrictions, and conditions herein set forth.
- (10) FENCES: No fence shall be constructed or allowed to remain nearer the street than the minimum building setback line. All fencing must be of attractive and durable materials. No barbed wire, field fencing, poultry wire, or any other similar type(s) of material may be used. Refer to the City of St. Mary's Zoning Regulations for additional information.
- (11) NUISANCES: No hunting, noxious, or offensive activities shall be carried on upon any subdivision lot, nor shall anything be done thereon which may become an annoyance to the neighborhood. Recreational vehicles shall not be used for a living quarters. Outside storage of any recreational vehicle, camper, or boat shall be in accordance with the City of St. Mary's Zoning Regulations.
- (12) LOT MAINTENANCE: All grounds and premises in said subdivision shall be mowed and kept reasonably free of noxious weeds and undergrowth by the owners thereof at all times prior, during, and after the construction and erection of any building or structure. Thereafter the completion of installation of lawns and landscaping, all such grounds shall be maintained by the owners so as to conform to the beauty of the area in the subdivision, including the Stormwater Detention (Dry Basin) Area, located along the Southerly side Lot #46 of this subdivision, as well as along and abutting to the Stormwater Detention Pond.
- (13) TEMPORARY STRUCTURES: No structure of any temporary character, trailer, basement, tent, shack, barn, garage, or any other out-building shall be used except during periods of construction of the house or structure.
- (14) GARAGES AND DRIVEWAYS: All residences are to have at least a two car attached garage with a pedestrian door in addition to the overhead garage door(s). All driveways are to be paved or poured with a hard wearing surface such as asphalt, concrete, brick, or similar type of material within one year from the date of construction completion of said structure. Gravel Gravel and stone driveway surfaces are not considered to be a hard wearing surface by the developer and are not permitted except for use during construction of any dwelling or within one year from the date of construction completion of the site.
- (15) LIVESTOCK AND POULTRY: No animals, bees livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the subdivision with the exception of domestic dogs, cats, or any other household pet, provided they are housed within the structure, kept intact within the owners property line, and not kept, bred, or maintained for commercial purposes.

- (16) GARBAGE AND REFUSE DISPOSAL: At no time shall anyone be allowed to store trash cans or bags of garbage anywhere on the exterior of their property where it can be visible or seen by others, except for the days of the regular scheduled garbage pick-up. No lot shall be used or maintained as a dumping ground for rubbish, trash, building materials, garbage, or any other type of refuse material whatsoever.
- (17) STORM SEWER: A storm sewer tap has been provided for Lot #45, (see construction plans on file with the Engineering Department office of the City St. Mary's for the purpose of providing drainage for sump pumps, foundation drains, basement drains, or crawl space drains. All roof water drained by downspouts and gutters shall be kept out of the storm sewer system, and is to be surface drained onto the lots unless otherwise approved by the City of St. Mary's Engineering Department. See Restriction #3 regarding storm sewer tap permit. Lot #46 shall run it's own stormwater drainage directly into the Pond.
- (18) SANITARY SEWER: A sanitary sewer tap has been provided for each lot in the subdivision (see construction plans on file with the City of St. Mary's Engineer's Office) for the purpose of providing sanitary sewerage disposal to each and every lot in the subdivision. All "clean water" connections to the sanitary sewer system are strictly prohibited. See Restriction (3) regarding sanitary sewer permit.
- (19) ROLLING HILLS ESTATES POND OWNERS ASSOCIATION: For the purpose of proper use and maintenance of the pond located in this subdivision, the following restrictions shall be enforced to all abutting Lots to said Pond:
- (a) "Association" shall hereinafter mean and refer to the ROLLING HILLS ESTATES POND OWNERS ASSOCIATION, its successors and assigns.
- (b) "Owner" shall hereinafter mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in the Rolling Hills Estates, 6th Addition Subdivision, its successors and assigns, which directly contains any physical area of the water surface of said Pond which has been created and as shown on this Plat.
- (c) "Properties" shall hereinafter mean and refer to any platted Lot or unplatted property within the Rolling Hills Estates Subdivision proper, and any future additions thereto as may be hereafter be brought within or included into the jurisdiction of the Association.
- (d) "Common Pond Area" shall hereinafter mean and refer to all real property owned by the title owners of the Lots included within the jurisdiction of the Association for the common use and enjoyment of the Owners. The Common Pond Area shall be as shown on the accompanying Plat, or in future Plats, in particular, the water surface area whose normal elevation is 868.00 feet contained inside the physical embankment whose top of bank elevation is 873.00 feet. The Dedicator of this subdivision reserves the right to add additional Lots adjacent to the Common Pond Areas as future additions of the Rolling Hills Estates Subdivision proper are developed and platted.
- (e) "Lot" shall hereinafter mean and refer to any plot of land or parcel shown upon any recorded subdivision plat map of the properties..
- (f) "Dedicator" shall hereinafter mean and refer to the Rolling Hills Limited Partnership II, its successors and assigns, whose president currently is Steve Katterheinrich.
- (20) POND USE, RESTRICTIONS, AND LIMITATIONS
- (a) All Owners as referenced to above shall automatically become a member of the ROLLING HILLS ESTATES, POND OWNERS ASSOCIATION, a non-profit organization. Association members shall have the authority and responsibility to maintain the Common Pond Area. Only Association members shall have the right to use the Common Pond Area for their use and pleasure.
- (b) Maintenance responsibilities include bank stabilization, water clarity, algae control, fish stocking, aeration, control of siltation and erosion, and to maintain the quality of the water to the extent that the Common Pond Area is not a hazard to human health and to the extent that the Common Pond Area remains inoffensive to the senses of smell and sight. Adjacent land surface areas shall also be maintained properly by establishing permanent ground cover, frequent mowing, elimination of noxious weeds, and to be free of refuse, debris, and building materials which may be hazardous to the aquatic use of the Common Pond Area.
- (c) No power assisted boat, watercraft, or sailboat shall be permitted within the confines of the Common Pond Area. Power assisted boats and watercraft shall include electric, gas, or other similar types of fuel used to propel the craft.
- (d) Mechanical propulsion by use of a pedaling device by persons occupying the watercraft shall be permitted.
- (e) No impediments such as fence, markers, buoys, or any permanent structure shall be allowed within the confines of the Common Pond Area since the use of the entire water surface area is allowed by all abutting owners.

(Restrictive Covenants continue next sheet)

H & S Civil Engineers and Land Surveyors

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Rolling Hills Estates, 6th Addition – Restrictive Covenants

(continued from previous sheet)

(f) All permanent docks and deck structures placed at the edge of the shoreline shall be subject to review and approval of the developer as per Restriction #9 mentioned earlier. A floating platform no larger than a total of 25 square foot shall be permitted but shall be anchored at the shoreline of the Lot owner's property.

(g) Rip-rap shall be placed on the Pond banks at the water's edge and shall be maintained by the Lot Owner and comply with all Pond Association, Local, State, and Federal government regulations as to placement and general repairs of said rip-rap.

(h) No permanent structure, deck, or patio furnishings shall be constructed on the Pond banks below an elevation of 871.00' to allow for fluctuating water level elevations of the Pond during rainfall events which utilize the Pond for the storage of stormwater.

(i) No Owner shall be permitted to alter the design pond embankment elevation of 873.00', nor be permitted to alter the normal water elevation of 868.00'. No Owner is permitted to alter the area of the Pond as a result of landscaping of their Lot.

(j) No Owner shall be permitted to pump water from the Pond for irrigation purposes whenever the water surface of the Pond is below an elevation of 867.00 feet, or 1.00 foot below the normal water elevation of 868.00 feet.

(21) ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND ASSESSMENTS

(a) Every Owner of a Lot that is subject to a maintenance assessment is considered to be a member of the ROLLING HILLS ESTATES, POND OWNERS ASSOCIATION. Members shall be appurtenant to and may not be separated from ownership of any Lot that is subject to an assessment.

(b) Each Lot Owner in the subdivision, or subsequent subdivisions shall be entitled to 1 (one) vote for each Lot owned in the event that a vote count is necessary to make a decision with regards to the maintenance and necessary improvements to the Pond, or for the decision making as a group towards other issues which are under the jurisdiction of the Association.

(c) The Dedicator, for each Lot owned within the subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the person(s) who was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessment owed the Association shall not pass on to successors in title unless expressly assumed by them.

(d) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents subdivision, and for the improvement and maintenance of the Common Pond Area. In addition but subject to the limitations set forth herein, an assessment shall be used to fulfill the obligations set forth by the Association. Further, the assessments shall be used to enforce any of the controls and restrictions as set forth by the Dedicator in establishing the Association. Once a Lot has been sold by the Dedicator of this Plat, an assessment for mowing the Lot may be levied by the Association to keep grass and weeds below 7 inches in height.

(e) For a period on 1 year after the execution of this Dedicator's Plat, the Dedicator shall assume the responsibility for the payment of all assessments on all Lots. Subsequent to the expiration of the initial 1 year period, the Association shall thence collectively, by a 2/3rds majority vote of the members, determine the amount of annual assessments to be levied on all Lots.

(f) In addition to the annual assessments authorized above, the Association may levy, in any given 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 or cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Pond Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of 2/3rds of the votes of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

(g) Written notice of any meeting called for the purpose of taking any action authorized under the jurisdiction of the Association shall be sent to all members of the Association not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notification requirements, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. There shall be no subsequent meeting held more than 60 days following the preceding meeting.

(h) Except as mentioned above in reference to assessments for the maintenance of the Common Pond Area, both annual assessments and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

(i) The annual assessments shall commence as to all Lots on the 1st day of the month following the conveyance of each and every Lot. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid in full. A properly executed certificate of the Association as to the status of the assessments on a particular Lot is binding upon the Association as of the date of its issuance,

(j) Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner who is personally obligated to pay the same, or foreclose the lien against the property, in accordance with the Laws of the State of Ohio. No Owner may waive or otherwise escape liability for the assessments by non-use of the Common Pond Area or abandonment of the Lot.

(k) The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payments that become due prior to the sale or transfer of that Lot. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due.

(l) Changes can be made to these Pond restrictions by the consent of 3/4 of the Association members after a time in which all Lots have been sold by the developer. All changes shall be signed by the members of the Association/Owners and officially recorded at the Auglaize County Recorder's Office for permanent and public record.

(22) ENFORCEMENT: Enforcement of the above restrictions, covenants, and conditions shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any restriction either to restrain violation, or to recover damages. Should any one or more of the foregoing restrictions, covenants, or conditions at any time in the future be held illegal, void, or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants, or conditions, all of which shall remain in force and effect.

(23) CHANGES: The forementioned restrictions, covenants, and conditions are in addition to any applicable City of St. Mary's building and zoning regulations. All covenants and restrictions shall run with the land, and shall be binding on all future owners on all future owners of the Lots, and all persons claiming title under them. Changes to these restrictions can be made by a 3/4 vote of the Lot owners after the sale of all Lots.

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DEDICATION

We, the undersigned owner(s) of the land herein shown on the attached plat of land have caused said described area to be surveyed, platted, and recorded to be known as ROLLING HILLS ESTATES, 6TH ADDITION, and do hereby certify that said plat is a true representation of the same. We also do hereby dedicate the street right-of-ways and utility easements as shown on the attached plat to the public for their use forever.

ROLLING HILLS LIMITED PARTNERSHIP II

Steven Katterheinrich
Steven Katterheinrich
Rolling Hills Limited Partnership II
9-6-01
date

Ste C. Opperman
Witness
9-6-01
date

Derek Turner
Witness
9-6-01
date

CERTIFICATE OF ACCEPTANCE

An acceptable Bond, sufficiently secured, Certified Check or Irrevocable Letter of Credit has been posted which is available to the City of St. Mary's, and in sufficient amount to assure such completion of all required improvements as evidenced by approved construction cost estimates. Certification of Acceptance by the Director of Public Service and Safety is required to release said Bond, Certified Check, or Irrevocable Letter of Credit.

Michael H. Weadock
Michael Weadock
Director of Public Service and Safety
9-13-01
date

LEGAL DESCRIPTION

The following described parcel of land is situated in the Southeast Quarter of Section 33, Noble Township, Town-5-South, Range-4-East, County of Auglaize, City of St. Mary's, State of Ohio, and is also a part of the former Lots #4, #8, and #9 of the former Bueler's Subdivision as Recorded in Plat Book 1, Page 180, Auglaize County Recorder's Office, and is more particularly described as follows:

Commencing for reference at a Concrete Monument (found) at the Northwest Corner of Lot #69, Rolling Hills Estates, 4th Addition to the City of St. Mary's, Ohio, as Platted in Plat Cabinet C, Slides 171-173, Auglaize County Recorder's Office, and the PLACE OF BEGINNING for the land herein to be described as ROLLING HILLS ESTATES, 6th ADDITION;

Thence with a bearing of S. 01°-23'-10" W. along the West line of said Lot #69, for a distance of 107.82 feet to an Iron Pin (found);

Thence with a bearing of N. 88°-36'-50" W. for a distance of 50.00 feet to an Iron Pin (found) on the Westerly side of Glenbrook Drive;

Thence along the Westerly side of Glenbrook Drive with a Curve to the Left for an Arc Length of 50.35 feet to an Iron Pin (found), said Curve having a Radius = 175.00 feet, and containing a Chord which bears S. 06°-51'-25" E. for a distance of 50.18 feet;

Thence along the Westerly side of Glenbrook Drive with a Curve to the Right for an Arc Length of 51.67 feet to an Iron Pin (found), said Curve having a Radius = 35.00 feet, and containing a Chord which bears S. 27°-11'-31" W. for a distance of 47.10 feet;

Thence along the Northerly side of Stoneybrook Drive with a bearing of S. 69°-29'-02" W. for a distance of 92.97 feet to an Iron Pin (found);

Thence continuing along the Northerly side of Stoneybrook Drive with a Curve to the Right for an Arc Length of 82.06 feet to a Concrete Monument (set), said Curve having a Radius = 217.00 feet, and containing a Chord which bears S. 80°-19'-03" W. for a distance of 81.57 feet;

Thence with a bearing of N. 01°-25'-31" E. for a distance of 293.76 feet to a Point, and passing thru an Iron Pin (set) for reference at a distance of 147.00 feet;

Thence with a bearing of N. 88°-34'-29" W. for a distance of 366.09 feet to a point;

Thence with a bearing of N. 01°-24'-09" E. for a distance of 440.12 feet to a Concrete Monument (set), and passing thru an Iron Pin (set) for reference at a distance of 135.12 feet;

Thence with a bearing of N. 89°-38'-06" E. along the Limited Access Right-of-Way Line of Federal Route #33 for a distance of 664.50 feet to a Concrete Monument (set);

Thence with a bearing of S. 01°-23'-10" W. for a distance of 502.31 feet to an Iron Pin (found);

Thence with a bearing of S. 89°-48'-21" W. along the North Line of Lot #69 of the Rolling Hills Estates, 4th Addition, for a distance of 68.82 feet to a Concrete Monument (found) and the original PLACE OF BEGINNING for the land herein described as ROLLING HILLS ESTATES, 6th ADDITION.

CONTAINING IN ALL 8.237 Acres of Land.

ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF AUGLAIZE

Before me, a Notary Public in and for the State of Ohio, County of Auglaize, personally appeared Steven Katterheinrich, representing ROLLING HILLS LIMITED PARTNERSHIP II and acknowledged the signing of the foregoing instrument to be their free act and deed.

IN WITNESS THEREOF, I have affixed my hand and seal on this 6th day of

September, 2001.

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



PLANNING COMMISSION APPROVAL

The Planning Commission for the City of St. Mary's, Ohio, does hereby certify that the attached Plat for the land encompassing the area to be known as ROLLING HILLS ESTATES,

6TH ADDITION, was approved by said Planning Commission on the 21st day of August, 2001.

Michael H. Weadock
secretary
9-13-01
date

SURVEYOR'S CERTIFICATION

I do hereby certify that the accompanying Subdivision Plat and Legal Description is a true and accurate representation of the land encompassing the Rolling Hills Estates, 6th Addition, as surveyed by me. I do also certify that all lot corners and subdivision corners are monumented or will be monumented within 60 days of the Recording of this Subdivision Plat, and that all said corners are or will be set by me.

Ted K. Schnell
Ted K. Schnell
Professional Engineer
Professional Surveyor
8-27-01
date



RECORDER'S CERTIFICATE

NUMBER: 7878

This Plat and attached Covenant of Restrictions was filed for permanent record in the Auglaize County Recorder's Office on this 13 day of September, 2001.

at 1:32 am/pm and is now permanently recorded in PLAT CABINET C,

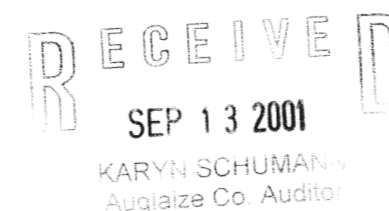
SLIDE(S) 253-256.

Ann Billings
Ann Billings
Auglaize County Recorder
9-13-01
date

AUDITOR'S CERTIFICATE

This Plat and attached Covenant of Restrictions was filed for transfer on this 13 day of September, 2001.

FEE: _____



Karyn Schumann
Karyn Schumann
Auglaize County Auditor
9-13-01
date

H & S Civil Engineers and Land Surveyors

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