

ROLLING HILLS ESTATES, 9th ADDITION

7.571 ACRES SITUATED IN THE SE 1/4 OF SECTION 33, NOBLE TOWNSHIP, T 5 S,
R 4 E, CITY OF ST. MARYS, AUGLAIZE COUNTY, OHIO

TRANSFERRED AND NUMBERED THIS 8th DAY OF June, 2017

Janet Schuler
AUGLAIZE COUNTY AUDITOR

FILED THIS 8th DAY OF June, 2017, AT 9:32 O'CLOCK A.M.
RECORDED THIS 8th DAY OF June, 2017.
PLAT CABINET D, SLIDE 319.

Christina Smith
AUGLAIZE COUNTY RECORDER

LEGEND

- 5/8" X 30" REBAR W/CAP SET
- IRON PIN FOUND
- ✱ P.K. NAIL SET
- ✱ P.K. NAIL FOUND
- ✱ RAILROAD SPIKE FOUND
- MONUMENT BOX W/IP PLACED
- ▣ MONUMENT BOX W/IP FOUND

BEARINGS BASED ON ROLLING HILLS ESTATES
5TH ADDITION, PLAT CAB. C, SLIDE 188-190

SCALE: 1" = 60'

THERE SHALL BE A UTILITY
EASEMENT FOR STREET LIGHT
WIRE PURPOSES 2.5' IN WIDTH
ALONG EACH SIDE OF ALL
INTERIOR LOT LINES UNLESS
OTHERWISE SHOWN.

ACREAGE IN LOTS = 7.965 AC.
STREET R/W = 0.606 AC.
TOTAL ACREAGE = 7.571 AC.

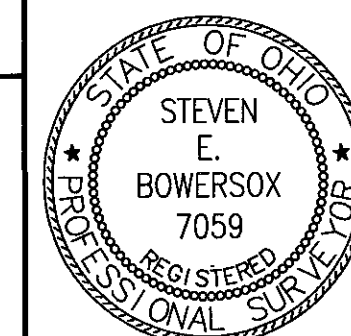
CURVE TABLE

CURVE NUMBER	RADIUS	Δ	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	200.00'	09°-42'-39"	33.90'	33.86'	N 55°-40'-38" W
2	200.00'	18°-25'-24"	64.31'	64.03'	N 41°-36'-36" W
3	176.25'	27°-54'-34"	85.85'	85.01'	N 18°-26'-37" W
4	167.00'	23°-52'-47"	69.60'	69.10'	N 62°-45'-42" W
5	167.00'	18°-25'-24"	53.70'	53.47'	N 41°-51'-01" W
6	167.00'	42°-18'-11"	123.30'	120.52'	N 53°-33'-00" W
7	50.00'	52°-51'-10"	46.12'	44.50'	N 05°-58'-19" W
8	53.50'	70°-56'-15"	66.24'	62.09'	N 15°-00'-52" W
9	53.50'	52°-09'-18"	48.70'	47.04'	N 76°-33'-38" W
10	53.50'	52°-09'-18"	48.70'	47.04'	S 51°-17'-04" W
11	53.50'	57°-36'-17"	53.79'	51.55'	S 03°-35'-46" E
12	233.00'	03°-24'-59"	13.89'	13.89'	S 34°-06'-24" E
13	233.00'	15°-00'-25"	61.03'	60.85'	S 43°-19'-06" E
14	25.00'	65°-39'-44"	28.65'	27.11'	S 17°-59'-26" E
15	175.00'	06°-22'-39"	19.48'	19.47'	S 11°-39'-06" W
16					
17					

A 5/8"x 30" REBAR WITH CAP TO BE SET AT ALL
LOT CORNERS (UNLESS OTHERWISE SHOWN) AFTER
CONSTRUCTION OF STREETS AND UTILITIES.

St. E. Bowersox
STEVEN E. BOWERSOX, P.S. #7059

11/22/2016
DATE



DATE:
11-22-2016
DRAWN BY:
seb
JOB NUMBER:
AUGSMA1604_fin
SHEET NUMBER
1 OF 3

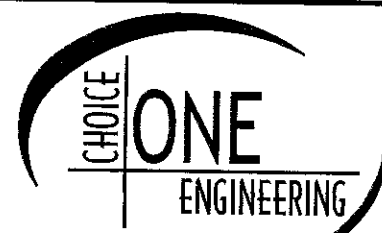
COVENANTS AND RESTRICTIONS

ROLLING HILLS ESTATES, 9th ADDITION

1. GENERAL: As a part of the general plan of development for the Rolling Hills Estates, 9th 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 sold subdivision which may not conform to R-3 zoning regulations.
3. DWELLING SIZE: Any residential structure being erected on any building site is to have no less than 2150 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 1200 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 LOCATION: 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 advertised 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 storm water drainage facilities.
9. ARCHITECTURAL CONTROL: All proposed builders, building plans, materials and specifications as well as site plans including landscaping, decks, and dock facilities, shall be submitted to the developer, ROLLING HILLS BUILDERS, LLC, its successors and assigns, for approval prior to the start of construction or installation. All said builders, plans and specifications shall be delivered to the developer at the current business address of 00597 State Route 119, Minster, Ohio 45865. Refusal to approve such plans may be based on any grounds, including purely aesthetic grounds. Modular construction shall not 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. NUISANCE: 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 reasonable 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, as well as along and abutting to the storm water 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 and stone driveway surfaces are not considered to be a hard wearing surface by the developer and are Not to be permitted except for used 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 all ROLLING HILLS 9TH ADDITION LOTS (see construction plans on file with the Engineering Department office of the City of 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 connect to the storm sewer system.
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 sewage disposal to each and every lot in the subdivision. All "clean water" connections to the sanitary sewer system are strictly prohibited. See Restriction #4 regarding sanitary sewer permits.
19. ROLLING HILLS 9TH ADDITION 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 9TH ADDITION 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 free simple title to any Lot in the Rolling Hills 9th 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 plotted or and unspotted property within the Rolling Hills 9th Addition 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 868.00feet contained inside the physical embankment whose top of bank elevation is 873.00 feet. The Dedicator of this subdivision reserves the right to add the additional Lots adjacent to the Common Pond Areas as future additions of the Rolling Hills 9th Addition Subdivision proper are developed and plotted.
- (e) "Lot" shall hereinafter mean and refer to any plot of land or parcel shown upon any recorded subdivision plot map of the properties.
- (f) "Dedicator" shall hereinafter mean and refer to the Rolling Hills Builders LLC, its successors and assigns, whose president currently is Daniel Heitkamp.
20. POND USE RESTRICTIONS AND LIMITATIONS:
- (a) All owners as referenced to above shall automatically become a member of the ROLLING HILLS 9TH ADDITION 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 property be establishing permanent ground cover, frequent mowing, elimination of noxious weeds, and to be free of the 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.
- (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 feet 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 solid rip-rap.
- (h) No permanent structure, deck or patio furnishings shall be constructed on the Pond banks below an elevation of 871.00 ft. to allow for fluctuating water level elevations of the Pond during rainfall events which utilize the Pond for the storage of storm water.
- (i) No Owner shall be permitted to alter the design pond embankment elevation of 873.00 ft. nor be permitted to alter the normal water elevation of 868.00 ft. 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 ft 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 9TH ADDITION 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 is the subdivision, or subsequent subdivisions shall be entitled to 1 (one) vote for each Lot owned in the event that a vote count in 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 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 becomes due. The personal obligation for delinquent assessment owes the Association shall not pass on to the 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 resident's 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 of 1 (one) 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 two thirds majority vote of the members, determine the amount of annual assessment 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 two thirds 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 property executed certificate of the Association as to the status of the assessment 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% 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 first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of 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 the 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 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 proceeding 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 aforementioned 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 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.



SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500
WWW.CHOICEONEENGINEERING.COM

DATE:	06-01-2017
DRAWN BY:	seb
JOB NUMBER:	AUGSMA1604_cov1
SHEET NUMBER	2 OF 3

ROLLING HILLS ESTATES, 9th ADDITION

201700002837
Filed for Record in
AUGLAIZE COUNTY, OHIO
CHRISTINA LAMBERT, RECORDER
06-08-2017 At 09:32 AM
PLAT 129.00

DEDICATION

ROLLING HILLS BUILDERS, LLC., THE OWNER OF THE LAND PLATTED HEREON, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE PROPOSED STREETS AND EASEMENTS SHOWN HEREON.

OWNER: ROLLING HILLS BUILDERS, LLC

Daniel L. Heitkamp
DANIEL HEITKAMP, PRESIDENT

5/31/2017
DATE

ACKNOWLEDGMENT

STATE OF OHIO, AUGLAIZE COUNTY, SS,
BE IT REMEMBERED THAT ON THIS 31st DAY OF MAY, 2017
BEFORE ME, A NOTARY PUBLIC IN AUGLAIZE COUNTY, CAME PERSONALLY
THE OWNER OF THE LAND PLATTED HEREON, AND DOES HEREBY
ACKNOWLEDGE HIS 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 31st DAY OF MAY, 2017. MY COMMISSION
EXPIRES June 3, 2017.



ANDREA CIAMPAGLIO
Notary Public, State of Ohio
My Comm. Expires June 3, 2017

Andrea Ciampaglio
NOTARY PUBLIC

RECORDER'S CERTIFICATE

THIS PLAT AND ATTACHED COVENANT OF RESTRICTIONS WAS FILED
FOR PERMANENT RECORD IN AUGLAIZE COUNTY RECORDER'S OFFICE
ON THIS 3 OF June, 2017 AT 9:32 AM/PM AND IS
NOW PERMANENTLY RECORDED IN PLAT CABINET D,
SLIDE(S) 319-321.

Chris Lambert
CHRIS LAMBERT
AUGLAIZE COUNTY RECORDER

6/8/2017
DATE

AUDITOR'S CERTIFICATE

THIS PLAT AND ATTACHED COVENANT OF RESTRICTIONS WAS FILED
THIS 8th OF June, 2017.

Janet Schuler
JANET SCHULER
AUGLAIZE COUNTY AUDITOR

6-8-17
DATE

ST. MARYS 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, 9th ADDITION, WAS APPROVED BY SAID PLANNING
COMMISSION ON THE 22nd DAY OF NOVEMBER, 2016.

[Signature]
SECRETARY

CERTIFICATE OF ACCEPTANCE

I DO HEREBY CERTIFY THAT THE PUBLIC IMPROVEMENTS ARE
CONSTRUCTED FOR THE ROLLING HILLS ESTATES, 9th ADDITION
TO THE CITY OF ST. MARY'S, OHIO, AND DO HEREBY CERTIFY
AND ACCEPT THE SAID IMPROVEMENTS ON BEHALF OF THE
PUBLIC.

Gregory J. Foxhoven
GREGORY J. FOXHOVEN
DIRECTOR OF PUBLIC SERVICE AND SAFETY

MAY 30, 2017
DATE



DATE:
11-22-2016
DRAWN BY:
seb
JOB NUMBER:
AUGSMA1604_cov2
SHEET NUMBER
3 OF 3