

MARION ACRES SUBDIVISION PHASE 1

LOCATED IN THE NORTHWEST QUARTER OF SECTION 26. TOWN 7 SOUTH, RANGE 3 EAST MARION TOWNSHIP, MERCER COUNTY, OHIO

MARIA STEIN DEVELOPMENT, LTD. COVENANTS AND RESTRICTIONS

THE CONVEYANCE OF THIS PROPERTY IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE GRANTEES AND SHALL BE ENFORCEABLE BY DEVELOPER AND THE CURRENT AND ALL FUTURE

- The term "Developer" shall mean Maria Stein Development, Ltd. or such successors or assigns as Maria Stein Development, Ltd. may designate in writing to be the Developer.
- The Premises shall be used exclusively for single-family residential purposes. No residence shall be erected, altered or permitted to remain on the Premises other than a detached single-family dwelling and not more than one such residence shall be constructed on the Premises. Any in-home office or business may not use any signage and will be limited to minimal traffic to the neighborhood and meet all zoning requirements. These in-home offices or businesses are to be limited to professional services only
- The exterior walls of each residential structure shall be 50% covered with AAC/Acrytex wood or cement siding, brick or stone unless another type of construction material has been approved in advance and in writing by the Developer. All corner lots must be covered with a minimum of 65% of above mentioned materials or approved in writing by Developer
- 4. No dwelling shall exceed two and one half (2 1/2) stories in height and no part of any building shall be constructed on any easement
- 5. The final finished yard grade of the Premises shall be approved by Developer before any work is to be performed and such grade shall not be
- 6. No structure of a temporary character, trailer, tent, shock, garage, barn or other out building shall be used on the Premises as a residence, at any time, either temporarily or permanently unless approved by Developer in writing with a given time limit.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on the Premises, except that dogs (up to but not exceeding two per lot), cats or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purpose. Lots 1, 2 and 3 may have equestrian but not to exceed a total of 8 upon a written request and
- Fuel oil storage tanks, if not buried, shall be located directly behind the dwelling and within that portion of the rear yard that is between the side walls of the dwelling as if such side walls were extended to the rear of the
- 9. No structure or any part thereof, shall be moved upon the Premises, nor shall used or salvage material be used on the exterior of any dwelling or other buildings unless approved in writing by the Developer
- No noxious or offensive activity shall be carried out on the Premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood
- 11. All prints are to be approved by Developer in writing before
- 12. The ground floor living area of the dwelling, exclusive of attached garages, porches, decking and unenclosed patios shall not be less than the following: The minimum floor area shall be 1650 saugre feet for one story dwellings and 1200 square feet on the ground floor for one and a half or
- 13. Easements and rights of way as shown on the plat for the Premises are expressly reserved in and over the Premises for construction and maintenance of necessary utility and drainage services. Easements as shown may be used for such services without incurring any liability to the owners of the Premises for damage to sod, shrubbery, and trees as surface
- 14. The Premises, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent the Premises from becoming unsightly by reason of unattractive growth on the Premises or the accumulation of rubbish or debris thereon. All garbage, waste, or trash shall be kept in garbage containers and shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery, fencing or other appropriate means so as not to be visible from
- 15. Fences are not permitted in front or side yards of the Premises and are not permitted to extend into easement areas. Fences shall be constructed of vinyl, wrought iron, or such other material as is approved by Developer. Fences constructed of chain link or inexpensive wood sections are not permitted. Lots 1, 2 and 3 may submit for written approval for type, style, location and area to be fenced for approval by Developer. All fences must be approved in writing by Developer.

- 16. Fencing for pool greas must be to zoning codes and approved by Developer using same materials as in item 15
- 17. No above ground pools will be permitted.
- 18. No satellite dishes which exceed 24 inches in diameter shall be
- 19. Solar and wind turbines request must meet all local zoning codes before they will be considered by the Developer. The Developer must approve
- 20. All homes must be site built homes. No manufactured housing will be
- 21. All drives from the street to the garage must be hard surface.
- 22. Outbuildings and detached structures shall be permitted provided that the exterior of the outbuilding or structure is constructed with materials which match an existing dwelling on the Premises and no outbuilding or detached structure shall be constructed without the advance written approval of the Developer. Lots 1, 2 and 3 may submit plans for size and architecture for approval by the Developer, size, style and location will all be
- 23. The foregoing covenants and restrictions may be amended only by the sole act of the Developer up until the time that the Developer has transferred all of its interest in the real estate. Grantee, by the acceptance of this Deed, hereby irrevocably appoints Developer their attorney-in-fact, coupled with an interest, and authorizes and empowers such attorney, at the option of the attorney, to adopt such amendments as the attorney deems desirable and to execute, acknowledge, and record such amendments. Subsequent to the transfer by the Developer of all of its interest in the real estate, the foregoing covenants and restrictions may be amended only by the written approval of the owners of 75% of the total number of lots which have been transferred by the Developer out of the real estate. Any such amendment shall be in writing, signed by the applicable parties necessary to adopt such amendment and filed for record in the office of the Recorder of Mercer County, Ohio. Unless so amended, the foregoing covenants and restrictions shall run for an initial period of 30 years with successive automatic renewal periods of 10 years each.
- 24. In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments to them, then the Developer or any of the owners of the real estate shall have the right to compel compliance with the terms and conditions of these restrictions by any legal remedies which may be appropriate. Nothing contained herein shall be construed to require the Developer to take any action to enforce the restrictions. All costs, expenses, and attorney fees incurred by the Developer in connection with its efforts to compel compliance with these restrictions shall be paid by the owner of the real estate against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon such
- 25. Each covenant and restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way effect any of the other restrictions. The provisions of these restrictions are in addition to and supplemental of any applicable ordinances, laws and regulations.
- 26. Nothing contained in the foregoing covenants and restrictions shall be understood or construed to prevent the Developer from constructing, maintaining, and staffing on any of the real estate, model homes, or other structures as the Developer may deem desirable for the marketing of such
- The foregoing covenants and restrictions shall not be construed to apply and shall not apply to any of the real estate, except for those portions of such real estate which are expressly conveyed by Developer subject to the foregoing covenants and restrictions. Developer reserves the right to convey any interest which it may have in any of the real estate on such terms and with such covenants and restrictions which Developer may determine in its sole discretion.
- 28. The foregoing covenants and restrictions strain the open and restrictions.

 13. These two particular lots will adhere to the covenants and restrictions.

 Association Subdivision as recorded in The foregoing covenants and restrictions shall not apply to Lots 9 and established with the original Marion Acres Minor Subdivision as recorded in instrument #200600007420, Mercer County Recorder's Office.

2

2

A 2.3

(1.)

hundredths feet (290,45'):

LEGAL DESCRIPTION OF MARION ACRES SUBDIVISION

Being a parcel of land situated in the Northwest Quarter of Section 26.

Commencing at an Iron Pin at the Southwest Corner of the Northwest

Route 716, a distance of four hundred seventy-five and seventy-thre

Thence continuing North 01'35'45" East, along the west line of the Northwest Quarter of said Section 26 and the approximate centerline of State Route 716, a distance of six hundred seventy—one and sixteen hundredths

Thence South 88'43'52" East a distance of three hundred twenty and

Thence South 01°35'45" West a distance of one hundred eighty and

Thence South 88'43'52" East a distance of one hundred forty-one and

Thence South 01'35'45" West a distance of one hundred ten and nine

Thence South 88°24'15" Fast a distance of sixty and zero hundredths feet

Thence South 01°35'45" West a distance of ninety-four and fifty-seven

Thence South 88'43'52" East a distance of one hundred forty-one and seventy-seven hundredths feet (141.77') to an iron Pin Set:

Thence South 01"35'45" West a distance of ninety-two and forty-seven

Thence South 88'43'18" East a distance of six hundred sixty-eight and

Thence South 01*36'04" West a distance of six hundred sixty-eight and seventy-four hundredths feet (668.74') to an Iron Pin Set;

Thence South 01"33"55" West a distance of six hundred seventy and twelve

Thence North 88"46'20" West a distance of one hundred ninety-two and

Thence North 03'56'03" East a distance of one hundred seventy—three and

Thence North 51*34'20" Fast a distance of seventy-seven and seventy-five

Thence North 01"34'52" East a distance of four hundred seventy—two and

Thence North 88'43'52" West a distance of eight hundred eighty-six and

Thence North 01'35'45" East a distance of four hundred fifty and zero

Thence North 88*43'52" West a distance of three bundred twenty and

forty-five hundredths feet (320.45') to THE TRUE POINT OF BEGINNING, passing through an Iron Pin Found at two hundred ninety and forty-five

Said tract being subject to all highways and any other easements or

, at , a , by

twenty-eight hundredths feet (668.28') to an Iron Pin Found:

an Iron Pin Found at thirty and zero hundredths feet (30.00');

fifty-eight hundredths feet (180.58') to an Iron Pin Set;

hundredths feet (110.09') to an Iron Pin Set;

hundredths feet (94.57') to an Iron Pin Set:

hundredths feet (92.47') to an Iron Pin Set;

hundredths feet (670.12') to an Iron Pin Found:

hundredths feet (77.75") to an Iron Pin Found:

nineteen hundredths feet (192.19") to an Iron Pin Set:

ninety-two hundredths feet (173.92') to an Iron Pin Set;

sixty hundredths feet (472,60') to an Iron Pin Found:

hundredths feet (450.00') to an Iron Pin Found;

Containing 23.690 acres of land more or less.

for; fire hundredths feet (886.45') to area Pin Found;

seventy-seven hundredths feet (141.77') to an Iron Pin Set:

forty-five hundredths feet (320.45') to an Iron Pin Found, passing through

bundredths feet (475.73") to a Maa Noil Found as the TRUE POINT OF

Township 7 South, Range 3 East, Marion Township, Mercer County, Ohio, and being more porticularly described as follows:

Thence North 01'35'45" East (Basis of Bearings) along the west line of the Northwest Quarter of said Section 26 and the approximate centerline of State

REPLAT OF LOT #4 OF MARION ACRES SUBDIVISION PHASE 1

LEGAL DESCRIPTION OF THE REPLAT OF LOT #4 OF MARION ACRES SUBDIVISION PHASE 1

Being a parcel of land situated in the Northeast Quarter of Section 26, Township 7 South, Range 3 East, Marion Township, Mercer County, Ohio, and being more particularly described as follows:

Commencing at an Iron Pin Found at the Northwest Corner of Lot #4 of the Marion Acres Subdivision Phase 1 as recorded in Instrument #201200000637, as the TRUE POINT OF BEGINNING:

Thence South 88'43'52" East along the north line of said Lot #4, a distance of one hundred forty—one and seventy—seven hundredths feet (141.77') to an Iron Pin Found;

Thence South 01'35'45" West along the east line of said Lot #4, a distance of two hundred four and twenty hundredths feet (204.20') to an Iron Pin Found, passing an Iron Pin Found at 92.47';

Thence North 88'43'52" West along the south line of said Lot #4, a distance of one hundred thirty—four and ninety—six hundredths feet (134.96') to an Iron Pin Found;

Thence northwesterly along a curve to the right along the west line of said Lot #4, having a Radius of 60.00', a Length of 28.87', a Chord of N12'11'12"W~28.59', to an Iron Pin Found;

Thence North 01'35'45" East along the west line of said Lot #4, a distance of one hundred seventy—six and forty hundredths feet (176.40') to the TRUE POINT OF BEGINNING, containing 28,888 Square Feet or 0.663 acres.

This Replat of Lot #4 shall adhere to the Covenants and Restrictions as recorded in Instrument #201200000637.



I hereby certify that this plat is true and accurate to the best of my knowledge by Craig W. Mescher Registered Surveyor No. 8237, February of 2015.

Craig W. Mescher Professional Surveyor #8237

OWNER/DEVELOPER
MARIA STEIN DEVELOPMENT, LTD.
1429 CRANBERRY DRIVE
ST. HENRY. OHIO 45883

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	23.65	15.00'	90'19'37"	N43'34'03"W	21.27'	15.09' *
C2	43.36'	60.00'	41*24'35"	N22'18'02"E	42.43'	22.68'
C3	75.10'	60.00'	71'42'41"	S7*08'59"W	70.29'	43.36'
C4	62.52'	60.00'	59'41'54"	S58'33'18"E	59.73'	34.43'
C5	58.92'	60.00'	56'16'01"	N63'27'45"E	56.58'	32.08'
C6	78.69'	60.00'	75'08'34"	N2*14'33"W	73.17	46.16'
C7	14.50'	60.00'	13'50'40"	S32'53'30"E	14.46'	¹ 7.28'
C8	28.87'	60.00'	27'33'55"	S12'11'12"E	28.59'	14.72'

NUMBER OF LOTS: 1
TOTAL AREA OF REPLAT: 0.663 ACRES
TOTAL AREA OF STREET: 0.000 ACRES
ZONED: R1

EASEMENTS AND BUILDING LINES AS SHOWN ON THE PLAT.

ALL EASEMENTS ARE 10' (20' TOTAL)
UNLESS OTHERWISE NOTED

PRIVATE WELL

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS;

That Maria Stein Development, Ltd., 1429 Cranberry Drive, St. Henry, Ohio 45883, the owners of the land on the accompanying plat, have caused the area encompassed by this plat to be surveyed, platted, and to be known as the Replat of Lot #4 of Marion Acres Subdivision Phase 1. Furthermore, all utility easements and building setback lines shall be strictly adhered to as shown on this plat.

Mula Bruns

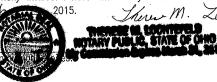
3/30/15 Date

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF MERCER:

Before me a Notary Public in and for said County of Mercer, State of Ohio, personally appeared the above signed owners and acknowledged the signing of the above to be their free act and deed, and the duly authorized act and deed of said Owner.

In testimony whereof I have affixed my hand and seal this 30 day of March 2015.



REGIONAL PLANNING COMMISSION CERTIFICATE

We hereby certify that the Replat of Lot #4 of Marion Acres
Subdivision Phase 1 has been found to comply with the standards of
the Regional Planning Commission. Approved this ** day of
** arch** 2015.

Chairman Myron Burnett

Secretary, Kim Everman

MERCER COUNTY HEALTH DEPARTMENT

We hereby certify that the Replat of Lot #4 of Marion Acres Subdivision Phase 1. Approved this day of 2015.

Chin mil

3-19-15

COUNTY ENGINEER'S CERTIFICATE

Having reviewed this plat, I hereby certify compliance with the Mercer County Subdivision Regulations and recommend acceptance for recording.

Approved this 27 th day of March 2015.

Mycer County Engineer, James A. Wiechart

COUNTY COMMISSIONER'S CERTIFICATE

Jerry/Laffin, Commissioner

Rick Muhlenkamp, Commissioner

Greg Homan, Commissioner

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that there are no unpaid taxes on land comprising the Replat of Lot #4 of Marion Acres Subdivision Phase 1 and that this plat was filed for transfer in the office of the Mercer County Auditor this day of March, 2015.

Mercer-County Auditor, Randy Grapner

RECORDER'S CERTIFICATE

Received for record this 30± day of March, 2015 at 4:43 m o'clock. Recorded in Instrument #201500001410

Fee: \$80.02

Angela N. King Mercer Bunty Recorder, Angle King

