THE LANDING AT DICKINSON FARMS, PHASE 1 AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO

DEDICATION

We, the undersigned, being all of the owners of the land herein platted, do hereby accept and approve this plat and all of the restrictive covenants as referenced hereon and do hereby voluntarily consent to the execution of said plat and to the dedication of the streets as shown hereon: parts of Van Wert–Decatur Road, Baker Street, Gatsby Boulevard, Rye Drive, Moby Court and Austin Place, to the public use forever.

Easements shown or noted on this plat are for the construction, maintenance, repair, replacement or removal of open ditch surface water drainage or operation of gas, sewer, water, electric, telephone or other utility lines or services and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

OWNERS:

G 5 Partners, LLC.
An Ohio Limited Liability Company

By: _____,
Charles F. Koch
General Manager

The Landing at Dickinson Farms Owners Association, Inc.
An Ohio not–for–profit corporation

By: _____,
Charles F. Koch
President

Granite Ridge Builders, Inc.
An Indiana Corporation

By: _____,
x Lonnie Norris V.P.
x

STATE OF OHIO, COUNTY OF VAN WERT, S.S.

Be it remembered that on this 11 day of March, 2020, before me, the undersigned, a notary public in and for said county and state, personally came G 5 Partners, LLC. and The Landing at Dickinson Farms Owners Association, Inc. by Charles F. Koch, to me known and acknowledged the signing and execution of the within plat to be his free and voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

_____,
Notary Public in and for State Of Ohio
My commission expires: _____

THE GREAT SEAL OF THE STATE OF OHIO
TRISHA BENTZ
Notary Public, State of Ohio
My Commission Expires 10-9-20

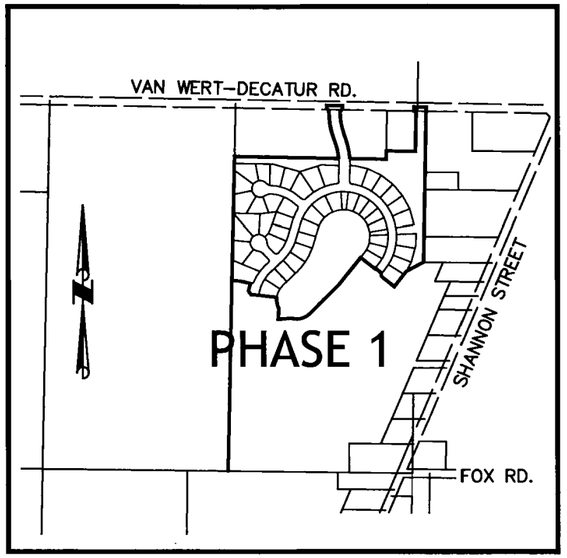
STATE OF INDIANA, COUNTY OF ALLEN, S.S.

Be it remembered that on this 27th day of FEBRUARY, 2020, before me, the undersigned, a notary public in and for said county and state, personally came Granite Ridge Builders, Inc. by Lonnie Norris, to me known and acknowledged the signing and execution of the within plat to be his free and voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.

_____,
Notary Public in and for State Of Indian
My commission expires: 11.27.2022

TERESA HUEBER
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 27, 2022



VICINITY MAP (N.T.S.)

AUDITOR'S CERTIFICATE

Transferred this 11 day of March, 2020

_____,
Nancy Dixon, Acting Van Wert County Auditor

RECORDER

Filed for Record this 12 day of March, 2020, at 3:37 o'clock.

Recorded this 12 day of March, 2020
in Plat Book 10, Pages 157-175.
Fee: $355.30

_____,
Kim Hughes, Van Wert County Recorder

RECORDER: Please cross reference to The Landing at Dickinson Farms, Phase 1 Recorded in Plat Book 10, Pages 134–151, 201902990, Recorder's Office, Van Wert County, Ohio.

202000792 Pages: 19
Filed for Record in VAN WERT County, Ohio
KIM HUGHES, Recorder
03/12/2020 03:37 PM Recording Fees: $355.30
PLAT PLAT 10 / p157 - p175

Situated in Section 23, Township 2 South, Range 2 East, and being a part of the East Part of SD 518 in the City of Van Wert, Pleasant Township, County of Van Wert, Ohio, containing 30.902 acres and being a part of the same tract as conveyed to G 5 Partners, LLC. and described in the deed recorded in Official Record Volume 410, page 5375, Van Wert County, Ohio.
The undersigned Charles F. Koch, General Manager for G 5 Partners, LLC., hereby certifies that the attached plat correctly represents The Landing At Dickinson Farms, Phase 1, a subdivision of lots 4533 to 4586 inclusive, do hereby accept this plat of same and dedicate to public use as such all or parts of the roads, boulevards, cul–de–sacs, parks planting strips, and the like, shown herein and not heretofore dedicated.
The undersigned further agrees that any use of improvements made on this land shall be in conformity with all existing valid zoning, platting, health, or other lawful rules and regulations including the applicable off–street parking and loading requirements of subsequent owners or assigns taking title from, under, or through the undersigned.

In Witness Thereof this 11 day of MARCH, 2020.

Signed _____.

STATE OF OHIO
COUNTY OF VAN WERT.
Before me a Notary Public in and for said County and State, personally came Charles F. Koch, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the purposes therein expressed.
In witness whereof I have hereunto set my hand and affixed my official seal this 11 day of March, 2020.

By _____.
My commission expires: _____.

THE GREAT SEAL OF THE STATE OF OHIO
TRISHA BENTZ
Notary Public, State of Ohio
My Commission Expires 10-9-20

202000792

KOCH LAW OFFICE

Choice One Engineering
440 E. HOEWISHER ROAD
SIDNEY, OHIO 45365 937.497.0200
8956 GLENDALE MILFORD RD., SUITE 1
LOVELAND, OHIO 45140 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 02–25–2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin_aprvl
SHEET NUMBER 1 OF 10

THE LANDING AT DICKINSON FARMS, PHASE 1 AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO

CITY OF VAN WERT PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF VAN WERT, OHIO, HELD THIS 5th DAY OF December, 2019 THIS PLAT WAS REVIEWED AND APPROVED.

Kenneth J. Markward
CHAIRMAN

CITY OF VAN WERT COUNCIL

AT A MEETING OF THE COUNCIL OF THE CITY OF VAN WERT, OHIO, HELD THIS 23rd DAY OF December, 2019, THIS PLAT WAS APPROVED BY ORDINANCE NO. O-19-12-012-2019, EFFECTIVE December 8 2019

Kenneth J. Markward
MAYOR

PRESIDENT OF COUNCIL

CITY OF VAN WERT SAFETY SERVICE DIRECTOR

THIS PLAT WAS REVIEWED AND APPROVED BY ME ON THIS 5th DAY OF March, 2020

Jay Fleming
JAY FLEMING, SAFETY SERVICE DIRECTOR

CITY OF VAN WERT ENGINEERING DEPARTMENT SUPERVISOR

THIS PLAT WAS REVIEWED AND APPROVED BY ME ON THIS 9th DAY OF March, 2020

Bret Jamison
ENGINEERING DEPARTMENT SUPERVISOR

HOME OWNERS ASSOCIATION RESTRICTIONS

LOTS NUMBERED 4533 THROUGH 4586 INCLUSIVE OF THE PLAT OF THE LANDING AT DICKINSON FARMS, PHASE 1, ARE SUBJECT TO THE PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS AS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

EASEMENTS

THERE SHALL BE A UTILITY EASEMENT 20 FEET IN WIDTH ALONG THE STREET RIGHT OF WAY UNLESS OTHERWISE NOTED. ALSO A UTILITY AND DRAINAGE EASEMENT 5 FEET IN WIDTH ON EACH SIDE OF ALL INTERIOR LOT LINES UNLESS OTHERWISE NOTED. ALL OTHER EASEMENTS ARE AS NOTED AND DIMENSIONED.

ZONING AND SETBACKS

THE PROPERTY BEING DEVELOPED AS RESIDENTIAL LOTS IS ZONED R-2, MEDIUM DENSITY RESIDENTIAL, PER ORDINANCE NUMBER 18-06-044.
BUILDING SETBACKS FOR THIS DEVELOPMENT ARE AS FOLLOWS:
FRONT 30'
EACH SIDE 5', UNLESS OTHERWISE NOTED
REAR 30', UNLESS OTHERWISE NOTED

I do hereby certify that we have surveyed the premises and prepared the attached plat and that said plat is correct. Monuments shown as set will be placed upon completion of construction.

By Steven E. Bowersox 2/25/2020
Steven E. Bowersox, P.S.#7059

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

OWNER

G 5 Partners, LLC,
106 West Main Street
Van Wert, Ohio 45891

OWNER

The Landing at Dickinson Farms
Owners Association, Inc.
106 West Main Street
Van Wert, Ohio 45891

OWNER

Granite Ridge Builders, Inc.
1020 Woodland Plaza Run
Fort Wayne, Indiana 46825

SURVEYOR

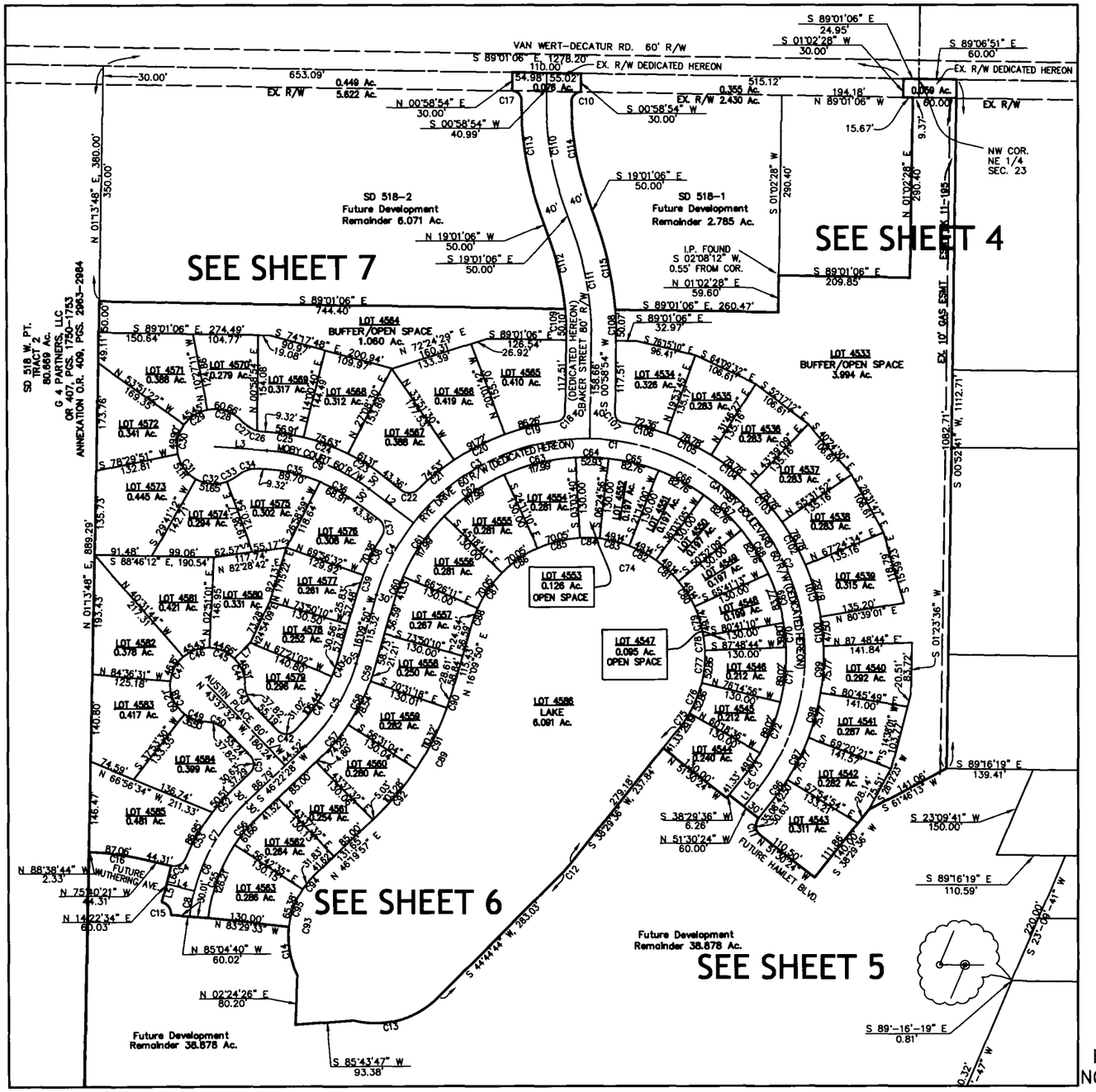
Steven E. Bowersox, Ohio P.S. #7059
Choice One Engineering
440 E. Hoewisher Road
Sidney, Ohio 45365

Choice One Engineering
440 E. HOEWISHER ROAD
SIDNEY, OHIO 45365 937.497.0200
8956 GLENDALE MILFORD RD., SUITE 1
LOVELAND, OHIO 45140 513.239.8554
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DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin_aprvl
SHEET NUMBER 2 OF 10

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO



ACREAGE SUMMARY

EXIST. R/W	0.135 AC.
NEW R/W	4.640 AC.
BUFFER/OPEN LOTS	5.275 AC.
LAKE LOT	6.091 AC.
RESIDENTIAL LOTS	14.761 AC.
TOTAL DEVELOPMENT	30.902 AC.

THE BEARINGS SHOWN HEREON ARE BASED ON NAD 83, GEOID 2003 OHIO NORTH ZONE, ODOT VRS CORS NETWORK

SCALE: 1"=200'

0 200 400

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

2/25/2020

STEVEN E. BOWERSOX, P.S. #7059 DATE

PHASE 1 OVERVIEW
SEE SHEETS 4-7 FOR MORE DETAIL

Choice One Engineering
440 E. HOEWISHER ROAD
SIDNEY, OHIO 45365 937.497.0200
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LOVELAND, OHIO 45140 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANWE1706_fin-title
SHEET NUMBER 3 OF 10

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO

THE BEARINGS SHOWN HEREON ARE BASED ON NAD 83, GEOID 2003 OHIO NORTH ZONE, ODOT VRS CORS NETWORK

SCALE: 1"=100'

0 100 200

LEGEND

- ● 5/8" X 30" REBAR W/CAP SET
- o IRON PIN FOUND
- ✓ MAG NAIL SET
- ✓ MAG NAIL FOUND
- ◎ IRON PIPE FOUND

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

STEVEN E. BOWERSOX, P.S. #7059 — DATE 2/25/2020

Choice One Engineering
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LOVELAND, OHIO 45140 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin-1
SHEET NUMBER 4 OF 10

SEE SHEET 7
SEE SHEET 6
SEE SHEET 5

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO

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SCALE: 1"=100'

0 100 200

LEGEND

- ● 5/8" X 30" REBAR W/CAP SET
- ○ IRON PIN FOUND
- ⌀ MAG NAIL SET
- ⌀ MAG NAIL FOUND
- ◎ IRON PIPE FOUND

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

2/25/2020
STEVEN E. BOWERSOX, P.S. #7059 DATE

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www.CHOICEONEENGINEERING.com

DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin-2
SHEET NUMBER 5 OF 10

SEE SHEET 4

SEE SHEET 6

SEE SHEET 10 FOR EASEMENT DETAIL

VAN WERT PLAZA LLC
OR 315/1108
SD 416

VAN WERT NATIONAL BANK
SD 417 & 418

LOT 4553 0.126 Ac. OPEN SPACE

LOT 4547 0.095 Ac. OPEN SPACE DRNG & U.E.

LOT 4586 LAKE 6.091 Ac.

LOT 4556 0.281 Ac.
LOT 4557 0.267 Ac.
LOT 4558 0.250 Ac.
LOT 4559 0.282 Ac.
LOT 4560 0.280 Ac.
LOT 4561 0.254 Ac.

LOT 4549 0.197 Ac.
LOT 4548 0.199 Ac.
LOT 4546 0.212 Ac.
LOT 4545 0.212 Ac.
LOT 4544 0.240 Ac.
LOT 4543 0.311 Ac.
LOT 4542 0.282 Ac.
LOT 4541 0.287 Ac.
LOT 4540 0.292 Ac.
LOT 4539 0.315 Ac.

60' R/W (DEDICATED HEREON)

DRNG & U.E.

15' U.E.

35' CONSERVATION EASEMENT

20' U.E.

FUTURE HAMLET BLVD.

Future Development
Remainder 38.878 Ac.

S 89°16'19" E 139.41'

S 23°09'41" W 150.00'

S 89°16'19" E 110.59'

S 89°-16'-19" E 0.81'

S 38°29'36" W 6.26

N 51°30'24" W 60.00'

S 85°43'47" W 93.38'

DRAKE E LOT

SLUSHER'S LLC LOT 44

PATRICK D. FOUST

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

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THE BEARINGS SHOWN HEREON ARE BASED ON NAD 83, GEOID 2003 OHIO NORTH ZONE, ODOT VRS CORS NETWORK

SCALE: 1"=100'

0 100 200

LEGEND

- ● 5/8" X 30" REBAR W/CAP SET
- o IRON PIN FOUND
- ✓ MAG NAIL SET
- ✓ MAG NAIL FOUND
- ◎ IRON PIPE FOUND

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

2/25/2020
STEVEN E. BOWERSOX, P.S. #7059 DATE

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DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin-3
SHEET NUMBER 6 OF 10

SEE SHEET 7

SEE SHEET 4

SEE SHEET 5

SEE SHEET 10 FOR EASEMENT DETAIL

LOT 4586 LAKE 6.091 Ac.

LOT 4553 0.126 Ac. OPEN SPACE

LOT 4547 0.095 Ac. OPEN SPACE DRNG & U.E.

Future Development Remainder 38.878 Ac.

Future Development Remainder 38.878 Ac.

AUSTIN PLACE 60' R/W

FUTURE WUTHERING AVE.

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

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SCALE: 1"=100'

0 100 200

LEGEND

- ● 5/8" X 30" REBAR W/CAP SET
- ○ IRON PIN FOUND
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- ⌐ MAG NAIL FOUND
- ◎ IRON PIPE FOUND

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

STEVEN E. BOWERSOX, P.S. #7059 — DATE 2/25/2020

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DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin-4
SHEET NUMBER 7 OF 10

SEE SHEET 3
SEE SHEET 6
SEE SHEET 5

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO

CURVE TABLE

CURVE NUMBER	RADIUS	△	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	350.00'	202°-19'-46"	1235.96'	686.75'	N 62°-40'-17" W
2	350.00'	127°-30'-42"	778.92'	627.84'	N 25°-15'-45" W
3	350.00'	53°-11'-41"	324.95'	313.40'	S 64°-23'-03" W
4	350.00'	21°-37'-23"	132.09'	131.31'	S 26°-58'-31" W
5	300.00'	30°-12'-39"	158.18'	156.36'	S 31°-16'-09" W
6	300.00'	40°-01'-32"	209.57'	205.34'	S 26°-21'-42" W
7	300.00'	32°-00'-11"	167.57'	165.40'	S 30°-22'-23" W
8	300.00'	08°-01'-21"	42.00'	41.97'	S 10°-21'-37" W
9	300.00'	33°-39'-25"	176.23'	173.70'	N 69°-02'-29" W
10	15.00'	90°-30'-57"	23.70'	21.31'	S 45°-42'-55" W
11	19.50'	90°-00'-00"	30.63'	27.58'	N 06°-30'-24" W
12	190.00'	06°-15'-08"	20.73'	20.72'	S 41°-37'-10" W
13	140.00'	59°-59'-18"	146.58'	139.98'	S 74°-44'-23" W
14	140.00'	32°-53'-08"	80.35'	79.26'	N 09°-53'-41" W
15	19.50'	81°-51'-28"	27.86'	25.55'	N 34°-42'-35" W
16	380.00'	13°-07'-35"	87.06'	86.87'	N 82°-12'-07" W
17	15.00'	89°-35'-11"	23.45'	21.14'	N 44°-13'-31" W
18	15.00'	81°-59'-45"	21.47'	19.68'	S 41°-58'-47" W
19	380.00'	13°-00'-22"	86.26'	86.07'	S 76°-28'-29" W
20	380.00'	13°-49'-47"	91.72'	91.50'	S 63°-03'-24" W
21	380.00'	11°-14'-14"	74.53'	74.41'	S 50°-31'-23" W
22	19.50'	82°-52'-57"	28.21'	25.81'	S 86°-20'-45" W
23	330.00'	10°-38'-44"	61.31'	61.22'	N 57°-32'-09" W
24	330.00'	13°-07'-49"	75.63'	75.46'	N 69°-25'-25" W
25	330.00'	09°-52'-52"	56.91'	56.84'	N 80°-55'-46" W
26	50.00'	10°-19'-52"	9.02'	9.00'	N 80°-42'-16" W
27	50.00'	33°-00'-39"	28.81'	28.41'	N 59°-02'-01" W
28	60.00'	57°-55'-29"	60.66'	58.11'	N 71°-29'-26" W
29	60.00'	43°-24'-11"	45.45'	44.37'	S 57°-50'-44" W
30	60.00'	47°-38'-47"	49.90'	48.47'	S 12°-19'-15" W

CURVE TABLE

CURVE NUMBER	RADIUS	△	ARC LENGTH	CHORD LENGTH	CHORD BEARING
31	60.00'	48°-48'-39"	51.11'	49.58'	S 35°-54'-28" E
32	60.00'	49°-19'-29"	51.65'	50.07'	S 84°-58'-32" E
33	60.00'	19°-34'-25"	20.50'	20.40'	N 60°-34'-30" E
34	50.00'	43°-20'-30"	37.82'	36.93'	N 72°-27'-33" E
35	270.00'	19°-02'-05"	89.70'	89.29'	S 76°-21'-10" E
36	270.00'	14°-37'-20"	68.91'	68.72'	S 59°-31'-27" E
37	19.50'	82°-52'-57"	28.21'	25.81'	S 10°-46'-18" E
38	380.00'	10°-36'-43"	70.38'	70.28'	S 25°-21'-49" W
39	380.00'	03°-53'-38"	25.83'	25.82'	S 18°-06'-39" W
40	270.00'	06°-29'-09"	30.56'	30.55'	S 19°-24'-24" W
41	270.00'	22°-35'-10"	106.44'	105.75'	S 33°-56'-34" W
42	19.50'	91°-08'-19"	31.02'	27.85'	N 89°-11'-41" W
43	50.00'	43°-20'-30"	37.82'	36.93'	N 21°-57'-16" W
44	60.00'	44°-13'-23"	46.31'	45.17'	N 22°-23'-43" W
45	60.00'	42°-38'-34"	44.66'	43.63'	N 65°-49'-42" W
46	60.00'	43°-22'-45"	45.43'	44.35'	S 71°-09'-39" W
47	60.00'	44°-04'-48"	46.16'	45.03'	S 27°-25'-53" W
48	60.00'	57°-29'-59"	60.21'	57.72'	S 23°-21'-31" E
49	60.00'	34°-51'-32"	36.50'	35.94'	S 69°-32'-16" E
50	50.00'	43°-20'-30"	37.82'	36.93'	S 65°-17'-47" E
51	19.50'	90°-00'-00"	30.63'	27.58'	S 01°-22'-28" W
52	330.00'	08°-46'-12"	50.51'	50.46'	S 41°-59'-23" W
53	330.00'	15°-05'-48"	86.95'	86.70'	S 30°-03'-23" W
54	19.50'	81°-49'-10"	27.85'	25.54'	S 63°-25'-04" W
55	270.00'	26°-46'-58"	126.21'	125.07'	N 19°-53'-56" E
56	270.00'	13°-05'-04"	61.66'	61.52'	N 39°-49'-57" E
57	330.00'	12°-53'-32"	74.25'	74.10'	N 39°-55'-42" E
58	330.00'	13°-38'-12"	78.54'	78.36'	N 26°-39'-51" E
59	330.00'	03°-40'-55"	21.21'	21.20'	N 18°-00'-17" E
60	320.00'	07°-23'-59"	41.33'	41.30'	N 19°-51'-49" E

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

STEVEN E. BOWERSOX, P.S. #7059 — DATE 2/25/2020

ChoiceOne Engineering
440 E. HOEWISHER ROAD
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LOVELAND, OHIO 45140 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin_curves
SHEET NUMBER 8 OF 10

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

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CURVE TABLE

CURVE NUMBER	RADIUS	△	ARC LENGTH	CHORD LENGTH	CHORD BEARING
61	320.00'	21°–07'–31"	117.99'	117.32'	N 34°–07'–34" E
62	320.00'	21°–07'–31"	117.99'	117.32'	N 55°–15'–05" E
63	320.00'	21°–07'–31"	117.99'	117.32'	N 76°–22'–35" E
64	320.00'	09°–28'–35"	52.93'	52.87'	S 88°–19'–22" E
65	320.00'	14°–49'–04"	82.76'	82.53'	S 76°–10'–32" E
66	320.00'	14°–49'–04"	82.76'	82.53'	S 61°–21'–28" E
67	320.00'	14°–49'–04"	82.76'	82.53'	S 46°–32'–23" E
68	320.00'	14°–49'–04"	82.76'	82.53'	S 31°–43'–19" E
69	320.00'	14°–59'–57"	83.77'	83.53'	S 16°–48'–48" E
70	320.00'	07°–07'–34"	39.80'	39.77'	S 05°–45'–03" E
71	320.00'	15°–56'–20"	89.02'	88.73'	S 05°–46'–54" W
72	320.00'	15°–56'–20"	89.02'	88.73'	S 21°–43'–14" W
73	320.00'	08°–48'–11"	49.17'	49.12'	S 34°–05'–30" W
74	190.00'	202°–19'–46"	670.95'	372.81'	S 62°–40'–17" E
75	190.00'	08°–48'–11"	29.19'	29.16'	N 34°–05'–30" E
76	190.00'	15°–56'–20"	52.86'	52.69'	N 21°–43'–14" E
77	190.00'	15°–56'–20"	52.86'	52.69'	N 05°–46'–54" E
78	190.00'	07°–07'–34"	23.63'	23.62'	N 05°–45'–03" W
79	190.00'	14°–59'–57"	49.74'	49.60'	N 16°–48'–48" W
80	190.00'	14°–49'–04"	49.14'	49.00'	N 31°–43'–19" W
81	190.00'	14°–49'–04"	49.14'	49.00'	N 46°–32'–23" W
82	190.00'	14°–49'–04"	49.14'	49.00'	N 61°–21'–28" W
83	190.00'	14°–49'–04"	49.14'	49.00'	N 76°–10'–32" W
84	190.00'	09°–28'–35"	31.43'	31.39'	N 88°–19'–22" W
85	190.00'	21°–07'–31"	70.05'	69.66'	S 76°–22'–35" W
86	190.00'	21°–07'–31"	70.05'	69.66'	S 55°–15'–05" W
87	190.00'	21°–07'–31"	70.05'	69.66'	S 34°–07'–34" W
88	190.00'	07°–23'–59"	24.54'	24.52'	S 19°–51'–49" W
89	460.00'	30°–10'–08"	242.21'	239.42'	N 31°–14'–53" E
90	460.00'	03°–33'–49"	28.61'	28.61'	S 17°–56'–44" W

CURVE TABLE

CURVE NUMBER	RADIUS	△	ARC LENGTH	CHORD LENGTH	CHORD BEARING
91	460.00'	13°–44'–28"	110.32'	110.06'	S 26°–35'–52" W
92	460.00'	12°–51'–51"	103.28'	103.06'	S 39°–54'–02" W
93	140.00'	72°–40'–13"	177.57'	165.90'	N 09°–59'–51" E
94	140.00'	13°–01'–41"	31.83'	31.77'	S 39°–49'–07" W
95	140.00'	26°–45'–23"	65.38'	64.79'	S 19°–55'–35" W
96	380.00'	06°–24'–30"	42.50'	42.48'	N 35°–17'–21" E
97	380.00'	11°–25'–27"	75.77'	75.64'	N 26°–22'–22" E
98	380.00'	11°–25'–27"	75.77'	75.64'	N 14°–56'–55" E
99	380.00'	11°–25'–27"	75.77'	75.64'	N 03°–31'–28" E
100	380.00'	07°–09'–43"	47.50'	47.47'	N 05°–46'–07" W
101	380.00'	13°–14'–27"	87.82'	87.62'	N 15°–58'–13" W
102	380.00'	11°–52'–42"	78.78'	78.64'	N 28°–31'–47" W
103	380.00'	11°–52'–42"	78.78'	78.64'	N 40°–24'–30" W
104	380.00'	11°–52'–42"	78.78'	78.64'	N 52°–17'–12" W
105	380.00'	11°–52'–42"	78.78'	78.64'	N 64°–09'–54" W
106	380.00'	10°–54'–37"	72.36'	72.25'	N 75°–33'–34" W
107	15.00'	81°–59'–47"	21.47'	19.68'	N 40°–00'–59" W
108	540.00'	05°–18'–45"	50.07'	50.05'	N 01°–40'–28" W
109	460.00'	06°–14'–23"	50.10'	50.07'	S 02°–08'–17" E
110	500.00'	20°–00'–00"	174.53'	173.65'	S 09°–01'–06" E
111	500.00'	20°–00'–00"	174.53'	173.65'	S 09°–01'–06" E
112	460.00'	13°–45'–37"	110.47'	110.21'	N 12°–08'–17" W
113	540.00'	19°–35'–11"	184.60'	183.70'	N 09°–13'–30" W
114	460.00'	19°–29'–02"	156.43'	155.68'	S 09°–16'–34" E
115	540.00'	14°–41'–15"	138.43'	138.05'	S 11°–40'–28" E

LINE CHART

LINE NUMBER	LINE BEARING	LINE LENGTH
1	N 38°–29'–36" E	35.08'
2	N 52°–12'–47" W	89.78'
3	N 85°–52'–12" W	84.82'
4	N 75°–40'–21" W	45.97'
5	N 14°–22'–34" E	30.03'
6	N 14°–22'–34" E	30.00'
7	N 45°–29'–36" E	36.52'

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

STEVEN E. BOWERSOX, P.S. #7059 — DATE 2/25/2020

Choice One Engineering
440 E. HOEWISHER ROAD
SIDNEY, OHIO 45365 937.497.0200
8956 GLENDALE MILFORD RD., SUITE 1
LOVELAND, OHIO 45140 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 02–25–2020
DRAWN BY: seb
JOB NUMBER: VANWE1706_fin_curves2
SHEET NUMBER 9 OF 10

SEE SHEET 4

THE LANDING AT DICKINSON FARMS PHASE 1, AMENDED

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 23, TOWN 2 SOUTH, RANGE 2 EAST, BEING PART OF THE EAST PART OF SD 518, CITY OF VAN WERT, PLEASANT TOWNSHIP, VAN WERT COUNTY, OHIO

THE BEARINGS SHOWN HEREON ARE BASED ON NAD 83, GEOID 2003 OHIO NORTH ZONE, ODOT VRS CORS NETWORK

SCALE: 1"=100'

0 100 200

LEGEND

- ● 5/8" X 30" REBAR W/CAP SET
- o IRON PIN FOUND
- ⌀ MAG NAIL SET
- ⌀ MAG NAIL FOUND
- ◎ IRON PIPE FOUND

STATE OF OHIO
STEVEN E. BOWERSOX 7059
REGISTERED PROFESSIONAL SURVEYOR

STEVEN E. BOWERSOX, P.S. #7059 — DATE 2/25/2020

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LOVELAND, OHIO 45140 513.239.8554
www.CHOICEONEENGINEERING.com

DATE: 02-25-2020
DRAWN BY: seb
JOB NUMBER: VANVWE1706_fin-ease
SHEET NUMBER 10 OF 10

AMENDED PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS OF THE LANDING AT DICKINSON FARMS, PHASE 1, A SUBDIVISION IN THE CITY OF VAN WERT, OHIO VAN WERT COUNTY, OHIO

G 5 Partners, LLC, an Ohio limited liability company, and Granite Ridge Builders, Inc., an Indiana corporation, hereby make and Amend the Protective Restrictions, Covenants, Limitations, Easements, and Approvals of The Landing at Dickinson Farms, Phase 1, a Subdivision in the City of Van Wert, County of Van Wert, and State of Ohio, which shall apply to the Real Estate and to all of the Lots in the Landing at Dickinson Farms Subdivision, Phase 1, being more particularly described as Inlots Numbered 4533 through 4586 inclusive, with the exception of those Inlots transferred to the Association as Common Area parcels which are identified as Inlots Numbered 4533, 4547, 4553, 4564 and 4586.

The Landing at Dickinson Farms, Phase 1, are numbered as Inlots numbered 4533 through 4585 inclusive, and all dimensions of the Lots as shown on the Plat are in feet and decimals of a foot. All easements specifically shown or described on the Plat are expressly dedicated to the Owners or the public, as applicable, for the uses described, and/or their usual and intended purposes.

RECITALS

A. All capitalized terms used in these Recitals have the meanings given them in Section 1.

B. These Covenants shall run with the land, be considered as a part of each conveyance of a Lot, without being written in the deed for such conveyance, and be for the mutual benefit and protection of the Owners, both present and future.

C. Developer intends that each Owner will become a Member of the Association, and be bound by the Articles and the Bylaws.

D. These Restrictions, Covenants, Limitations, Easements and Approvals were originally included as part of the Plat which was recorded in Plat Vol. 10, Pages 134-151, Official Records, Recorder's Office, Van Wert County, Ohio. This amendment changes sections 7.1, 7.2.2 and 7.2.3 only, and amends the lot numbers so that they correctly correspond to the lot numbers assigned to each parcel by the Van Wert County Auditor's Office. No other changes have been made to these covenants and restrictions as originally recorded in Plat Vol. 10, Pages 134-151.

COVENANTS

1. ***DEFINITIONS***. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 ***"Annual Assessment"***. A regular assessment made by the Association under Section 4.3, on an annual basis.

1.2 ***"Articles"***. The articles of incorporation adopted by the Association approved by the Ohio Secretary of State, and all amendments to those articles.

1.3 ***"Assessments"*** **(and the singular form), "Assessment".** Collectively, Annual Assessments and Special Assessments.

1.4 ***"Association"***. The Landing at Dickinson Farms Owners Association, Inc., an Ohio nonprofit corporation, and its successors and assigns.

1.5 ***"Board"***. The duly elected board of directors of the Association.

1.6 ***"Bylaws"***. The bylaws duly adopted by the Association, and all amendments to those bylaws.

1.7 ***"Committee"***. The Architectural Control Committee established under Section 6 of these Covenants.

1.8 ***"Common Area"***. All real property owned by the Association for the common use and enjoyment of Owners. Common Areas are designated as Buffers on the face of the Plat.

1.9 ***"Covenants"***. This Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals of the Plat of The Landing at Dickinson Farms, a Subdivision in the City of Van Wert, Van Wert County, Ohio.

1.10 ***"Developer".*** G 5 Partners, LLC, an Ohio limited liability company, and any successor or assign that is designated as the Successor Developer in a document that is recorded in the Office of the Recorder of Van Wert County, Ohio.

1.11 ***"Dwelling" (and in the plural form), "Dwellings".*** A structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

1.12 ***"Lot" (and in plural form), "Lots".*** A lot in the Plat, or any tract(s) of Real Estate that consist of one or more Lots, or a part of a Lot, upon which a Dwelling is constructed in accordance with these Covenants, or such further restrictions as may be imposed by the Ordinance, or any applicable governmental permit or requirement; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract meets or exceeds the minimum lot width and area requirements imposed under these Covenants

1.13 ***"Member" (and in the plural form), "Members".*** A member in good standing of the Association.

1.14 ***"Ordinance".*** The City of Van Wert, Ohio Zoning Ordinance, or such other zoning ordinance that is applicable to the Real Estate.

1.15 ***"Owner" (and in the plural form), "Owners".*** The record owners(s) (whether one or more persons or entities) of fee simple title to a Lot, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.16 ***"Planning Commission".*** The City of Van Wert, Ohio Planning Commission, or its successor agency.

1.17 ***"Plat".*** The Plat of the Landing At Dickinson Farms, Phase 1, approved by the Planning Commission on May 28, 2019.

1.18 ***"Real Estate".*** The real estate legally described in the Plat recorded in Plat Vol. 10, Pages 134-151, Official Records, Recorder's Office, Van Wert County, Ohio, and any addendum attached to these Covenants as "Exhibit A".

1.19 ***"Special Assessments".*** A special assessment made by the Association under Section 4.4 for capital improvements or special or unbudgeted expenditures the Association is authorized to make under these Covenants, the Article, or the By-Laws.

1.20 ***"Subdivision".*** The Landing at Dickinson Farms Subdivision, as shown on the Plat.

2. ***PROPERTY RIGHTS.***

2.1 ***Owners' Easements of Enjoyment.*** Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant and passes with title to every Lot, subject to the following rights, which are expressly granted to the Association:

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area;

2.1.2 To suspend the voting rights and right of an Owner to use any recreational facilities in the Common Area for any period during which an Assessment against the Owner's Lot remains unpaid, or the Owner is in violation of these Covenants, the Articles, the Bylaws, or any published rule of the Association; and

2.1.3 To dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided however, that no such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of the Class A Members, and the Class B Member, which evidences the consent or agreement to such dedication or transfer, is recorded in the Office of the Recorder of Van Wert County, Ohio.

2.2 ***Delegation of Use.*** Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, tenants, or contract purchasers who reside on the Owner's Lot.

3. ***MEMBERSHIP AND VOTING RIGHTS.***

3.1 Every Owner all be a Member. Membership in the Association appurtenant to, and may not be separated from, ownership of a Lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1 **Class A.** Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a Lot.

3.2.2 **Class B.** Class B membership consists of Developer. The Class B member shall be entitled to five votes for each Lot owned by Developer. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1 When fee simple title to all Lots have been conveyed by Developer; or

3.2.2.2 On December 31, 2038.

4. ***COVENANT FOR MAINTENANCE ASSESSMENTS.***

4.1 ***Creation of Lien and Personal Obligation of Assessments.*** Each Owner (except Developer) by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association all Assessments made with respect to the Owner's Lot. Assessments shall be established and collected as provided in these Covenants, the Articles, and the Bylaws. Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of a Lot at the time when the Assessment against it became due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 ***Purpose of Assessments.*** Assessments levied by the Association shall be used exclusively for the purposes of, (i) promoting the recreation, health, and welfare of Owners and other occupants in all present and future sections of the Subdivision, (ii) improvement and maintenance of the Common Area including, without limitation, any common impoundment basins located in the Common Area through and into which the Subdivision's surface waters drain, (iii) the improvement and maintenance of such other facilities in the Subdivision as the Association's Board reasonably determines is necessary to achieve such purposes, (iv) for the repairs and maintenance described in Section 5.1, and (v) for "common expenses" as defined in Ohio Revised Code Chapter 5312, as may be amended, or as defined in subsequent law if Ohio Revised Code Chapter 5312 has been repealed, including snow removal on the public streets within the Subdivision should the Board decide to provide for private snow removal.

4.3 ***Maximum Annual Assessments.*** Initially, the maximum Annual Assessment shall be $300.00. Subsequent Annual Assessments may be made as follows:

4.3.1 Beginning January 1st of the year immediately following the first conveyance of a Lot by Developer, the maximum Annual Assessment may be increased each year by the Board, by a percentage not more than 8% above the Annual Assessment for the previous year, without a vote of the Members.

4.3.2 From and after January 1st of the year immediately following the first conveyance of a Lot by Developer, the maximum Annual Assessment may be increased by a percentage in excess of 8%, only by the vote or written consent of a majority of the Class A Members, and with the written consent or approval of the Class B Member.

4.4 ***Special Assessments for Capital Improvements.*** In addition to Annual Assessments, the Association may levy, in any year, a Special Assessment applicable to that year for all or any of the following purposes: (I) to defray, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property, and (ii) for an item of repair, maintenance, or replacement, the cost of which was not included in the Association's budget for that year; provided, however, that any such Special Assessment shall require the vote or written consent of 75% of the Class A Members, and the written consent or approval of the Class B Member; and provided further, that no such Special Assessment for any such purpose shall be made if the Special Assessment in any way would jeopardize or affect the Association's ability to pay or satisfy the Association's other financial obligations.

4.5 ***Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4.*** Any action authorized under Section 4.3.2 and Section 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which meeting shall be given to all of the Members in accordance with the Bylaws. If the proposed action is favored by a majority of the votes cast by the Class A Members at such meeting, but such vote is less than the requisite percentage of the Class A Members, Class A Members who were not present in person or by proxy may give their consent in writing, providing the such consent is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 ***Uniform Rate of Assessment.*** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, and may be collected no more frequently than monthly, and no less frequently than annually.

4.7 ***Date of Commencement of Annual Assessments.*** Annual Assessments shall commence as to all Lots then subject to Annual Assessments, on the first day of the month immediately following the first conveyance of a Lot by Developer. The Board shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of the date the Annual Assessment is due. Written notice for the payments of the Annual Assessment shall be given to every Owner.

4.8 ***Due Dates.*** The due dates for payment of Assessments shall be as established by the Board, and shall be identified in the notice the Owners under Section 4.7. The Association shall, upon demand and for a reasonable charge, furnish a certification signed by an officer of the Association stating whether an Assessment against a Lot has been paid.

4.9 ***Effect of Nonpayment of Assessments/Remedies of the Association.***

4.9.1 Each Owner is personally liable and responsible to pay an Assessment made with respect to the Owner's Lot, in full and when due. Any Assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Ohio, whichever is higher. Each Owner that fails to pay an Assessment when due also is personally liable and responsible to immediately pay to the Association a late fee of $50 for each delinquent Assessment. Any Assessment, interest, or late fee not paid when due shall be a lien on the Lot for which they are due.

4.9.2 The Association may bring a collection action at law against an Owner that is delinquent in the payment of an Assessment, including any interest or late fees due

under Section 4.9.1, and may also foreclose the lien created against the Owner's Lot under Section 4.1. No Owner may waive or otherwise escape liability for Assessments made under these Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent Assessments may be foreclosed in the same manner as mechanic's liens are foreclosed in Ohio; provided, however, that any lien created under Section 4.1 shall not expire by lapse of time in the Association pursuing its remedies. The Association shall also be entitled to recover the reasonable attorneys' fees, costs, and expenses incurred because of the failure of an Owner to timely pay an Assessment, interest, or late fees.

4.10 ***Subordination of Assessment Lien to First Mortgage.*** The lien of an Assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien of an Assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for payment of any Assessment subsequently becoming due, or from the lien of any Assessment.

5. ***MAINTENANCE OF COMMON AREA, DWELLINGS, AND LOTS.***

5.1 ***Maintenance Obligations of Association.*** The Association shall be obligated and responsible to maintain and repair all storm water collection, and other appurtenant drainage facilities in the Common Areas in accordance with all applicable governmental permits and approvals; and the cost of such maintenance and repair shall be subject to Assessment under Section 4.

5.2 ***Maintenance Obligations of Owners.*** Each Owner shall be solely responsible, at the Owner's sole cost and expense, to keep the Owner's Dwelling and related improvements, and Lot, including landscaping and lawn, in good condition and repair, and to maintain, repair, and replace (if necessary), all improvements and landscaping situated on the Lot.

5.3 ***Maintenance and Repair Rights of Association.*** In the event an Owner fails to maintain or repair the Owner's Lot and Dwelling, and improvements located on the Lot as required under Section 5.2, the Association, in addition to all other remedies available to it under these Covenants or the law, and without waiving any of such remedies, shall have the right (but not the obligation), through its agents and employees, to enter upon the Owner's Lot, and to repair or maintain the Lot, the exterior of the Dwelling, and any other improvements on the Lot to the required condition. Such activities may include, but are not limited to, mowing and maintaining overgrown lawns and landscaping, and exterior maintenance of the Dwelling and other improvements. Each Owner (by acceptance of a deed for a Lot) covenants and agrees to pay to the Association all reasonable costs and expenses incurred by the Association in performing such repair or maintenance, immediately upon the Association's demand. Such costs incurred and demanded by the Association, together with interest as provided in Section 4.9, costs, and reasonable attorneys' fees, shall have the same status as both a continuing lien on the Lot and the improvements located on it, and the personal obligation of the Owner, as an unpaid Assessment. The Association shall have the same remedies available under Section 4.9, and the failure of any such Owner of to pay the same shall have the same consequences as a failure to pay an Assessment when due.

5.4 ***Maintenance Easement.*** By acceptance of a deed of conveyance for a Lot, the Owner of the Lot grants and conveys to the Association, and to the agents, employees, and independent contractors of the Association, the right and a permanent easement to have access to the Owner's Lot, and to perform all maintenance, repairs, and replacements required or allowed to be performed by the Association on the Owner's Lot under Section 5.2.

5.5 ***Liability for Damage or Loss.*** The Association shall indemnify and hold each Owner harmless for any loss or damage that occurs on or to an Owner's Lot or improvements located on it, as the result of maintenance or repair activities by or on behalf of the Association; and any such loss or damage to improvements shall be repaired or restored to substantially the same condition as existed before the loss or damage occurred, at the sole cost or expense of the Association.

6. ***ARCHITECTURAL CONTROL.***

6.1 No building, fence, wall, in-ground swimming pool, attached solar heating panels, or other structure, swing set, or basketball goal (whether freestanding or mounted on a Dwelling or garage), or landscaping shall be commenced, erected, or maintained by an Owner upon a Lot, nor shall any exterior addition, change, or alteration be made to a Dwelling or other structure on a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the structure, landscaping, or modification or alteration proposed are submitted by or on behalf of the Owner to the Developer, and are approved in writing by the Developer.

Except as otherwise provided in Section 6.2 or Section 6.3, the Developer shall have the exclusive authority and responsibility to review such plans and specifications to determine whether the external design and location of the proposal is in harmony with the surrounding Dwellings, other structures, and topography in the Subdivision.

Except as otherwise approved in writing by the Developer, Granite Ridge Builders, Inc. shall have the exclusive right to construct all Dwellings in the Subdivision.

6.2 Until Dwellings have been constructed on all of the Lots in the Subdivision, and certificates of occupancy have been issued for such Dwellings, the Developer shall have the right to appoint a Committee to review and approve proposed plans and specifications under Section 6.1. This Committee shall initially consist of Granite Ridge Builders, Inc., who shall serve as the sole member of the Committee until all Dwellings are constructed.

6.3 After Dwellings are initially constructed on all Lots in the Subdivision, and certificates of occupancy have been issued for such Dwellings, or at such earlier time as the Developer may elect, the Developer may delegate to the Board (or to such other person or entity designated in the Articles or the Bylaws) the authority and responsibility to review plans and specifications under Section 6.1, which delegation shall be made in writing, signed by the Developer, and evidenced by a document recorded in the Office of the Recorder of Van Wert County, Ohio. Upon such delegation and recording, the Board (or other person or entity designated under the Articles or the Bylaws) shall succeed to the Developer's responsibilities under Section 6.1 to review subsequent construction, modifications, and additions of structures and landscaping in the Subdivision.

6.4 In the event the Developer (or the Committee or the Board or other person or entity acting under Section 6.2 or Section 6.3) fails to approve or disapprove the design and location of a proposed structure or landscaping within thirty (30) days after plans and specifications have been submitted to it, approval will not be required, and approval under Section 6.1 will be deemed to have been given.

6.5 Plans and specifications are not reviewed under Section 6.1 for engineering or structural design or quality of materials, or to assure that any improvement to be constructed pursuant to such plans and specifications is located within building set back lines established under these Covenants, the Plat, or the Ordinance, or is designed or constructed pursuant to these Covenants or applicable building codes or other governmental requirements or permits. By approving such plans and specifications, the Developer, the Committee, the Board, and any of their respective representatives or members acing under Section 6.1 do not assume any liability or responsibility for any defect in any structure or other improvement constructed pursuant to such plans and specifications; nor shall any of them be liable for any damages or equitable relief by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, any approval, modification, or disapproval of any such plans and specification. Every Owner, for the Owner and all persons claiming by, through, or under the Owner, by acceptance of a deed for a Lot, agrees not to bring any action or suit against the Developer, the Committee, the Board, or their respective officers, directors, agents, employees, or designated representative, as applicable, releases all claims, demands, and causes of action arising under, or related to, review, approval, modification, or disapproval of plans and specifications under Section 6.1, and waives the provisions of any law that provide a general release does not extend to claims, demands, and causes of action not known at the time this release is given.

7. ***GENERAL PROVISIONS.***

7.1 ***Use.*** Inlots numbered 4534 through 4546; Inlots numbered 4548 through 4552; Inlots numbered 4554 through 4563; and, Inlots numbered 4565 through 4585 may only be used for single-family residential purposes and shall constitute a Residential or "R" District. Lots or Inlots designated as "Future Commercial/Office Park" and "Future Professional Office" shall constitute a Business or "B-3" District.

7.2 ***Dwelling Size and Type; Garage.***

7.2.1 No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family Dwelling not exceeding two stories in height. All storage sheds, utility sheds, and play houses are specifically prohibited. Any garage or workshop must be attached to the Dwelling with a roof and at least one wall that is common with the Dwelling. Any workshop which is attached to the Dwelling may not exceed 30% of the total square footage of the Dwelling (exclusive of one-story open porches and breezeways).

7.2.2 The following restrictions shall apply to Inlots numbered 4534 through 4552 inclusive (excepting Inlot number 4547) as identified on the Phase 1 plat: no Dwelling shall be built on Inlots numbered 4534 through 4552 inclusive (excepting Inlot number 4547) having a total square footage (exclusive of one-story open porches, breezeways and garages) of (i) less than 1,200 square feet for a one-story Dwelling, (ii) less than 1,350 square feet for a one and one-half story Dwelling, or (iii) less that 1,600 square feet for a two-story Dwelling.

7.2.3 The following restrictions shall apply to Inlots numbered 4554 through 4586 inclusive as identified on the Phase 1 plat: no Dwelling shall be built on Inlots numbered 4554 through 4586 having a total square footage (exclusive of one-story open porches, breezeways and garages) of (i) less than 1,300 square feet for a one-story Dwelling, (ii) less than 1,650 square feet for a one and one-half story Dwelling, or (iii) less that 1,800 square feet for a two-story Dwelling.

7.2.4 Each Dwelling shall have some stone or brick on the front elevation unless approved by the Architectural Control Committee.

7.2.5 Each Dwelling shall include not less than a two-car garage, which shall be built as part of the Dwelling, have a floor area of not less than 400 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

7.3 ***Building Lines.*** No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line in the case of a corner lot than the minimum building setback lines shown on the Plat. No Dwelling shall be located on a Lot nearer than thirty (30) feet to the street or public way. No Dwelling shall be located on a Lot nearer than five (5) feet to the interior side Lot line, with a minimum aggregate side yard setback width of ten (10) feet. For Lots in this Plat which have rear Lot lines that abut the Common Area, the rear yard setback shall be a minimum of thirty (30) feet. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

7.4 ***Minimum Lot Size.*** No Dwelling shall be erected or placed on a Lot having a width of less than 50 feet at the minimum front building setback line, nor shall any Dwelling be erected or placed on any Lot having an area less than 8,000 square feet.

7.5 ***Utility Easements.*** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling or other structure on a Lot connecting it to the electrical distribution system of any electrical public utility shall be provided by the Owner of the Lot who constructs the Dwelling or structure, and shall carry not less than three wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which such installations are located for operation, maintenance, or replacement of service connections.

7.6 ***Surface Drainage Easements.*** Surface drainage easements and any Common Area used for drainage purposes as shown on the Plat, are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet; and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot;

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings or Common Areas. In the event an Owner does damage wetland plants or Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Homeowners Association.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

7.7 ***Nuisance.*** No noxious or offensive activity shall be carried on upon Lot, nor shall anything be done there which may be or become an annoyance or residents in the Subdivision.

7.8 ***Other Structures.*** No structure of a temporary character, basement, tent, shed, shack, garage, barn, above-ground swimming pool or other outbuilding shall be constructed, erected, located, or used on any Lot for any purpose (including use as a Dwelling), either temporarily or permanently. No play sets, "jungle gyms", basketball goals, in-ground swimming pools, spas, or hot tubs may be erected or installed on a Lot unless the Owner obtains prior approval under Section 6.1.

7.9 ***Signs.*** Excluding the Developer's rights to display signage for the development and model home within the requirements of the Ordinance, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising a Lot for sale or rent, or used by a builder to advertise a Lot during the construction and sales periods.

7.10 ***Overhead Garage Doors and Garage Door Openers.*** All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used. All overhead garage doors must be installed and maintained with an operational automatic garage door opener. Garage doors should remain closed when not in use.

7.11 ***Fences, Walls, Hedges, Mass Planting of Any Type.***

(a) In accordance with Section 6 herein, no fencing or landscaping shall be commenced, installed or erected on a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the structure, landscaping, or modification or alteration proposed are submitted by or on behalf of the Owner to the Developer and approved in writing. After the last Dwelling has been constructed in this Subdivision, the Committee shall assume this oversight responsibility.

(b) Any fence approved by the Developer or Committee may only be of ornamental, wrought iron style (made of aluminum, cast iron, or wrought iron) black or bronze in color, or a picket style fence made of white vinyl only.

(c) No solid walls of any kind will be permitted.

(d) All fences, and any hedge, mass planting or landscaping intended to serve as a fence, shall not exceed four (4) feet in height.

(e) All fences must be in conformance with all governmental regulatory codes and setback requirements.

(f) No fence shall be constructed without the written approval and consent of the Committee.

7.12 ***Laundry.*** No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

7.13 ***Exterior Light Fixtures.*** No exterior lighting fixtures shall be installed on any Lot or Dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

7.14 ***Signs.*** Except for signs utilized by the Developer and Builder to advertise the sale of Lots or Dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

7.15 ***Preservation of Common Areas.*** No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any Common Area, easement or preservation area without first obtaining written approval from the Committee. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

For any Common Areas located between a Lot line and waters edge of a lake or pond, as shown on the plat, the Owner of said Lot shall be solely responsible for the landscaping and lawn maintenance.

7.16 ***Wells.*** No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

7.17 ***Open Burning.*** Open burning to reduce solid waste on any Lot is not permitted.

7.18 ***Right to Inspect.*** The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.19 ***Games and Play Apparatus.*** All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards must be in writing by the Committee and shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any public street.

7.20 ***Water Supply.*** No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

7.21 ***Sewage Disposal.*** No individual sewage disposal systems shall be permitted on any Lot.

7.22 ***Air Conditioning.*** No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than 10 feet behind the front building line of the residence.

7.23 ***Tanks.*** No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

7.24 ***Outside Storage.*** No boat, boat trailer, recreational vehicle, motor home, truck, camper or camping trailer, bicycle, or any other wheeled vehicle shall be permitted to be parked outside of the garage on a Lot for periods in excess of a total of eight (8) days per calendar year. The term "truck" as used in this Section 7.25, means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

7.25 ***Freestanding Poles.*** No clothesline or clothes poles, or any other freestanding, semipermanent, or permanent poles, rigs, or devices, regardless of purpose (except freestanding basketball goals and flag poles approved by the Committee under Section 6), shall be constructed, erected, located, or used on a Lot.

7.26 ***Antennas, Solar and Wind Power.*** No radio or television antenna, or satellite dish, with more than 12 square feet of grid or surface area, or that attains a height in excess of three feet above the highest point of the roof of Dwelling, shall be attached to a Dwelling. No freestanding radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot. No detached or freestanding heating solar panels are permitted on a Lot. However, solar heating panels attached to a Dwelling or garage may be approved under Section 6.1. No wind turbine power generating structure shall be permitted on a Lot.

7.27 ***Garbage; Trash.*** All garbage cans, trash and recycle containers or receptacles shall be kept, stored, and placed in either the garage of a Dwelling, or in an area that is screened from view by a structure approved under Section 6.1. Each Owner shall be responsible for properly depositing garbage, trash, and recyclables in cans or containers with lids in a manner that is sufficient for pickup by the appropriate authorities. Garbage and recycle containers shall be placed outside at the curb no earlier than the evening before the day of collection, and shall be returned to the garage or other approved storage area no later than the evening of the day of collection.

7.28 ***Oil Drilling.*** No oil drilling, oil development quarrying, or mining operations of any kind shall be permitted on or other structure designed for boring for oil or natural gas shall be permitted on a Lot.

7.29 ***Animals.*** All pets shall reside inside Dwellings (no "outside pet"). No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control if their individual pets. No dog houses or similar structure shall be constructed, erected, located, or used on any Lot for any purpose.

7.30 ***Dumping.*** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

7.31 ***Workmanship.*** All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling or attached garage on a Lot.

7.32 ***Driveways.*** All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, or of such other width or composition as is specifically approved under Section 6.1.

7.33 ***Street Utility Easements.*** In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, Developer, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

7.34 ***Storm Water Runoff.*** No rain and storm water runoff, or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewer system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or petted to flow into the Subdivision's storm and surface water runoff sewer system.

7.35 ***Swimming Pools.*** A Swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only inground type and shall be constructed of steel, fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

7.36 ***Completion of Infrastructure.*** Before any Dwelling on a Lot shall be used and occupied as such, Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Planning Commission and other governmental agencies having jurisdiction over the Subdivision. The obligations in this Section 7.35 shall run with the land, and shall be enforceable by the Planning Commission or by any aggrieved Owner.

7.37 ***Certificate of Occupancy.*** Before a Lot may be used or occupied, user or occupier shall first obtain the improvement location permit and certificate of occupancy required by the Zoning Ordinance.

7.38 ***Subdivision.*** No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot), so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 1.12.

7.39 ***Landscaping.*** Each Owner, in developing a Lot by constructing a Dwelling thereupon, shall plant a minimum of twelve (12) well developed shrubs and one (1) tree at a minimum two inch caliper on the Lot within 120 days of the completion of the Dwelling.

7.40 ***Construction Commencement Date.*** The Owner of a lot, other than the Developer, shall commence actual construction of a Dwelling within twelve (12) months from the date of the delivery of the deed of conveyance of the Lot to the Owner.

7.41 ***Completion Date.*** The exterior of any Dwelling placed on any portion of a Lot within the subdivision shall be completed within Twelve (12) months of commencement of the construction of such structure.

7.42 ***Enforcement; No Forfeiture.*** The Association, the Developer, and any Owner (individually or collectively) shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or subsequently imposed under or by these Covenants. Failure by the Association, the Developer, or an Owner to enforce any provision in these Covenants shall in no event be deemed as a waiver of the right to do so later. If there is a violation or breach of any provision of these Covenants, there shall be no right of reversion or forfeiture of title by reason of such violation or breach.

7.43 ***Invalidation.*** Invalidation of any of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

7.44 ***Duration of Covenants.*** These Covenants shall run with the land, and shall be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time, these Covenants shall automatically be renewed for successive periods of 10 years each.

8. ***AMENDMENTS.*** Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

8.1 After Dwellings are initially constructed on all Lots in the Subdivision, and certificates of occupancy are issued by the Planning Commission for such Dwellings, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision. For purposes of this Section 8.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term"Owner" is defined in Section 1.15.

8.2 Until Dwellings are initially constructed on all Lots in the Subdivision and certificates of occupancy are issued for those Dwellings, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 8.1, also must sign the amendatory document.

8.3 **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 8.1 AND 8.2** Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any provisions in these Covenants (except Section 7.2. and Section 8.1), without approval of Owners.

8.4 In order for any amendment of these Covenants to be effective, the approval of the Planning Commission shall be required.

9. ***ATTORNEYS' FEES AND RELATED EXPENSES.*** In the event the Association, Developer, an Owner, or the Planning Commission brings an action, whether at law or in equity, to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or to collect any charge now or subsequently imposed by provisions of these Covenants, the prevailing party in such action shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorneys' fees and related costs and expenses incurred in such proceeding.

Executed this 11th day of March, 2020, at Van Wert, Ohio.

G 5 Partners, LLC

By: _____
Charles F. Koch
General Manager

Granite Ridge Builders, Inc.

By: _____