

DESCRIPTION

Being a parcel of land situate in the northwest quarter of Section 29, T-5-S, R-6-E, Duchouquet Township, Auglaize County, Ohio, more particularly described as follows:

Beginning at the northwest corner of the northwest quarter of said section 29, also on the centerline of S. R. 501, thence N 88° 22' 14" E, with the north line of the northwest quarter of said section 29, 1324.30 feet to the east line of the northwest quarter of the northwest quarter of said section 29; thence S 01° 14' 39" E, with the east line of the northwest quarter of the northwest quarter of said section 29, 938.88 feet, thence S 01° 24' 05" E, 167.88 feet to the north line of Murray Street; thence S 88° 13' 49" W with the north line of Murray Street, 55.00 feet to the west line of Murray Street; thence S 01° 29' 05" E with the west line of Murray Street, 217.56 feet to the north line of Northridge Heights Subdivision No. 1; thence S 88° 13' 49" W, with the north line of Northridge Heights Subdivision No. 1, 515.44 feet; thence N 01° 41' 15" W, 386.57 feet; thence S 88° 21' 01" W, 431.08 feet; thence N 03° 42' 15" W, 100.60 feet; thence S 88° 22' 18" W, 320.72 feet to the west line of the northwest quarter of said section 29, also the centerline of S. R. 501; thence N 00° 58' 50" W, with the west line of the northwest quarter of said section 29, also the centerline of S. R. 501, 838.79 feet to the PLACE OF BEGINNING, containing 32.639 acres, more or less, and subject to all legal highways and other easements of record.

I hereby certify that this plat is based on a true and accurate survey made by me or under my supervision in June, 1976.

Barbara A. Metzger
Registered Surveyor No. 5514

DEDICATION

Schlenker Enterprises, being the owner of the land contained in the hereon plat, hereby adopts said plat and dedicates the land contained within the streets to the use and benefit of the public forever. Utility easements are established as shown on the plat.

In Witness Whereof, John A. Schlenker, and Phillip E. Schlenker, Partners, have hereunto signed their names this 3rd day of August, 1976.

Witnesses:

[Signature]
Edna and L. Shroyer

John A. Schlenker
John A. Schlenker, Partner
Phillip E. Schlenker
Phillip E. Schlenker, Partner

ACKNOWLEDGMENT

State of Ohio
Auglaize County ss:

Before me a Notary Public in and for said state and county, personally appeared John A. Schlenker and Phillip E. Schlenker, who acknowledged that they did sign the hereon plat of Bramblewood Estates and that the signing was their free act and deed.

In witness whereof, I have hereunto set my hand and seal this 3rd day of August 1976.
My Commission Expires:

MARCH 27, 1981

[Signature]
Notary Public, Auglaize County, Ohio

APPROVAL OF THE CITY PLANNING COMMISSION

This plat having been approved by the City Planning Commission of the City of Wapakoneta, Ohio, I, the undersigned Chairman of the City Planning Commission, hereby, and on behalf of said City and said Commission approve and accept this plat this 3rd day of August, 1976.

[Signature]
City of Wapakoneta, Ohio
Chairman of the City Planning Commission

COUNTY AUDITOR'S CERTIFICATE

This Plat filed for transfer this 3rd day of Sept., 1976. Fee: \$

Vernon E. Dargatzis
Auditor of Auglaize County, Ohio

COUNTY RECORDER'S CERTIFICATE

No. 145862
Filed for record in the Auglaize County, Ohio, Recorder's Office this 3 day of September, 1976, at 12:00 o'clock P.M. and recorded in the Auglaize County Plat Book on Page 37438A, Fee: \$ 16.70

CABINET - A

LeRoy H. Knease
Recorder of Auglaize County, Ohio

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KNOW ALL MEN BY THESE PRESENTS that, as of the date of the execution of

these RESTRICTIVE COVENANTS, R. E. BECKER BUILDERS, INC. is the owner of the following designated lots in Brantlewood Estates:

Situate in the City of Wapakoneta, County of Auglaize and State of Ohio, to-wit:

Being Lots Sixty-six (66), Sixty-seven (67), Sixty-eight (68), Sixty-nine (69), Seventy (70), Seventy-one (71), Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Eighty (80), Eighty-one (81), and Eighty-two (82) of Bramblewood Subdivision, as numbered and delineated upon the Plat of Record, at Plat Cabinet A, Pages 37-A and 38-A, in the Office of the Auglaize County Recorder.

WHEREAS, said lots are contiguous to each other and offer the opportunity for a plan of development which will preserve and protect the investment of R. E. BECKER BUILDERS, INC. and those future purchasers of R. E. BECKER BUILDERS, INC., the following RESTRICTIVE COVENANTS are hereby imposed on said lots:

1. Each home site, upon completion of a residential dwelling, shall have foundation plantings in an amount equal to at least two percent (2%) of the contracted price of the home. Foundation plantings shall consist of shrubbery and other landscape immediately adjacent to the foundation of the home but shall not include side-walks, decks, driveways, sod, grass seeding or other trees planted more than five feet (5') from the house. Said foundation plantings shall be completed within one (1) year from the time construction commenced on said residence.
2. Only open-type fence or hedge not to exceed four feet (4') in height above ground shall be erected or planted on any lot, and in no event shall the same extend beyond the front wall of the dwelling toward the street.
3. No animals, livestock or poultry shall be kept or maintained on any part of said lot, except ordinary household pets which do not constitute an annoyance or nuisance, provided they are on a leash at all times that they are outside the residence.
4. All residential dwellings shall be constructed of new material, and all construction shall be completed within one (1) year from the date of commencement.
5. All buildings erected on said lots shall be maintained in substantial repair; and the grass, trees, shrubs, hedges and landscape shall be reasonably trimmed and attended.
6. No building or other structure shall be erected, placed or altered on any building site unless the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and color with existing structures on the within described lots and as to the location of the building with reference to topography and finished ground elevation by an architectural committee composed of three (3) individuals appointed by RONALD E. BECKER, president of R. E. BECKER BUILDERS, INC., his heirs and assigns. In the event of the death or resignation of any member of the committee originally appointed, the remaining members or member of the committee shall have the power to appoint new members to fill the vacancies.

In the event such Architectural Committee fails to approve or disapprove said plans and specifications within thirty (30) days

after the same have been submitted to the Architectural Committee for approval, then such approval shall not be required, provided the design is in harmony with similar structures in the development and conforms to all of the other covenants, restrictions and conditions herein set forth.

7. The foregoing restrictions, covenants and conditions shall run with the land and shall be binding on all future owners of all lots and all persons claiming under them until June 1, 2015, after which time all of said restrictions, covenants or conditions shall be automatically extended for successive periods of ten (10) years unless they are altered or abolished in whole or in part by a vote of eighty percent (80%) of the then owners of said lots.

8. In the event that any person or persons violate, or attempt to violate, any of the covenants and restrictions hereinabove enumerated, any lot owner in this subdivision shall have the right to prosecute any proceedings at law or in equity against such person or persons, either to enjoin such violation or to recover damages for the same. In addition to the remedies herein set forth, there shall be a One Hundred and 00/100 Dollars (\$100.00) per day liquidated damage charge for each violation of these RESTRICTIVE COVENANTS, which shall be divided equally among all lot owners in this subdivision.

9. 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 full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document specifying and imposing said RESTRICTIVE COVENANTS, all of which are incorporated herein by reference to the deeds to be executed and delivered in the future transfer and sale of said lots.

WITNESSES:

R. E. BECKER BUILDERS, INC.

BY: X Ronald E. Becker
Ronald E. Becker, President

BY: X Kamille Becker
Kamille Becker, Secretary-Treasurer

STATE OF OHIO)
) SS:
COUNTY OF AUGLAIZE)

Before me, a Notary Public in and for said County and State, personally appeared the above-named R. E. BECKER BUILDERS, INC. by Ronald E. Becker, its President, and Kamille Becker, its Secretary-Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

In testimony whereof, I have hereunto set my hand and official seal at Wapakoneta, Ohio this 14th day of May, 1988.

Notary Public

This Instrument Prepared By:
Attorney R. C. Wiesenmayer
6 E. Main St., P.O. Box 53
Wapakoneta, Ohio 45895

BRAMBLEWOOD ESTATES
PT. N.W. 1/4 , SECTION 29 , DUCHOUQUET TOWNSHIP
AUGLAIZE COUNTY, OHIO

