

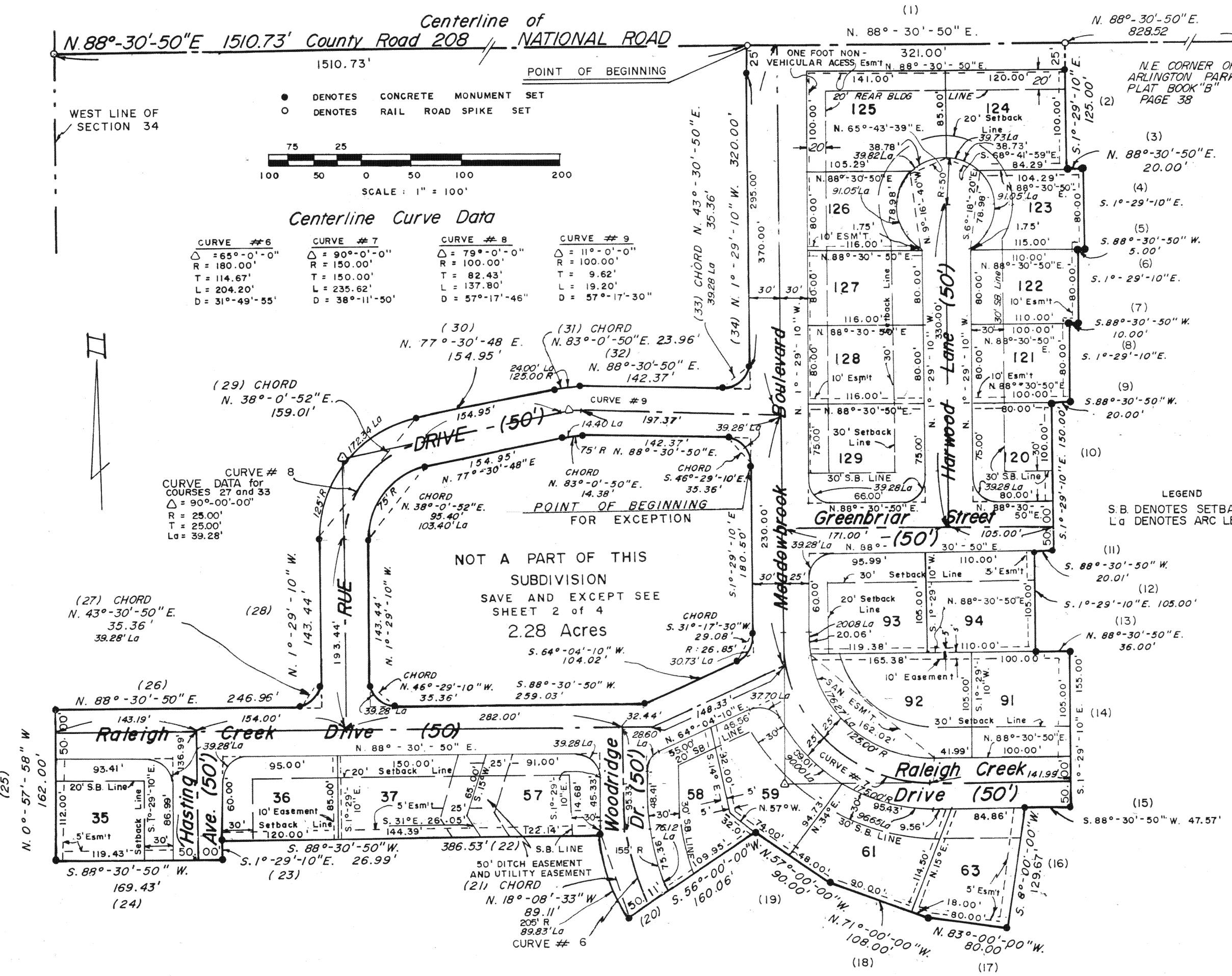
Meadowbrook Place #1

in the N.W. 1/4 of Section 34,
T4S-R6E, Duchouquet Township,
Auglaize County, Ohio

SURVEYOR'S CERTIFICATION
I hereby certify that this plat represents a true and complete survey made by me or under my supervision in July, 1977 and that all markers are or will be in place by six (6) months from the date of recording of this plat.

DESCRIPTION
Being a parcel of land situated in Duchouquet Township, Auglaize County, Ohio, in the Northwest 1/4 of Section 34, Township 4 South, Range 6 East and being more particularly described as follows:
Beginning at a railroad spike set on the centerline of National Road, this point being N. 88°-30'-50"E. 1510.73 feet of a railroad spike set marking the intersection of the centerline of National Road with the west line of Section 34 -

- (1) Thence from this point of beginning, north 88°-30'-50" east, along the centerline of National Road, for a distance of 321.00 feet to a railroad spike set -
- (2) Thence south 1°-29'-10" east for a distance of 125.00 feet to a concrete monument set, passing at 25.00 feet a concrete monument set -
- (3) Thence north 88°-30'-50" east for a distance of 20.00 feet to a concrete monument set -
- (4) Thence south 1°-29'-10" east for a distance of 80.00 feet to a concrete monument set -
- (5) Thence south 88°-30'-50" west for a distance of 5.00 feet to a concrete monument set -
- (6) Thence south 1°-29'-10" east for a distance of 80.00 feet to a concrete monument set -
- (7) Thence south 88°-30'-50" west for a distance of 10.00 feet to a concrete monument set -
- (8) Thence south 1°-29'-10" east for a distance of 80.00 feet to a concrete monument set -
- (9) Thence south 88°-30'-50" west for a distance of 20.00 feet to a concrete monument set -
- (10) Thence south 1°-29'-10" east for a distance of 150.00 feet to a concrete monument set -
- (11) Thence south 88°-30'-50" west for a distance of 20.01 feet to a concrete monument set -
- (12) Thence south 1°-29'-10" east for a distance of 105.00 feet to a concrete monument set -
- (13) Thence north 88°-30'-50" east for a distance of 36.00 feet to a concrete monument set -
- (14) Thence south 1°-29'-10" east for a distance of 155.00 feet to a concrete monument set -
- (15) Thence south 88°-30'-50" west for a distance of 47.57 feet to a concrete monument set -
- (16) Thence south 8°-0'-0" west for a distance of 129.67 feet to a concrete monument set -
- (17) Thence north 83°-0'-0" west for a distance of 80.00 feet to a concrete monument set -
- (18) Thence north 71°-0'-0" west for a distance of 108.00 feet to a concrete monument set -
- (19) Thence north 57°-0'-0" west for a distance of 90.00 feet to a concrete monument set -
- (20) Thence south 50°-0'-0" west for a distance of 160.06 feet to a concrete monument set -
- (21) Thence along a curve to the right with a radius of 205.00 feet, the chord of which is north 18°-8'-33" west for a distance of 89.11 feet to a concrete monument set -
- (22) Thence south 88°-30'-50" west for a distance of 386.53 feet to a concrete monument set -
- (23) Thence south 1°-29'-10" east for a distance of 26.99 feet to a concrete monument set -
- (24) Thence south 88°-30'-50" west for a distance of 169.43 feet to a concrete monument set -
- (25) Thence north 0°-57'-58" west for a distance of 162.00 feet to a concrete monument set -
- (26) Thence north 88°-30'-50" east for a distance of 246.96 feet to a concrete monument set -
- (27) Thence along a curve to the left with a radius of 25.00 feet, the chord of which is north 43°-30'-50" east for a distance of 35.36 feet to a concrete monument set -
- (28) Thence north 1°-29'-10" west for a distance of 143.44 feet to a concrete monument set -
- (29) Thence along a curve to the right with a radius of 125.00 feet, the chord of which is north 38°-0'-52" east for a distance of 159.01 feet to a concrete monument set -
- (30) Thence north 77°-30'-48" east for a distance of 154.95 feet to a concrete monument set -
- (31) Thence along a curve to the right, with a radius of 125.00 feet, the chord of which is north 83°-0'-50" east for a distance of 23.96 feet to a concrete monument set -



(32) Thence north 88°-30'-50" east for a distance of 142.37 feet to a concrete monument set -
(33) Thence along a curve to the left, with a radius of 25.00 feet, the chord of which is north 43°-30'-50" east for a distance of 35.36 feet to a concrete monument set -
(34) Thence north 1°-29'-10" west for a distance of 320.00 feet to the point of beginning, passing at 295.00 feet a concrete monument set -
Containing 9.55 acres of land.
Note: All bearings are assumed, used for angular measurements only.
See Save and Except Description for 2.28 Acre Tract. See page 2 of 4.

Thomas C. Hubbell
Thomas C. Hubbell
Reg. Surveyor #5044

Note: In the above Description, wherever National Road appears it shall also mean County Road 208, National Road.

NOTE: ALL EASEMENTS SHOWN HEREON ARE FOR UTILITY PURPOSES

NOTE: ALL CURVED LOT LINES ARE CHORD MEASUREMENTS.

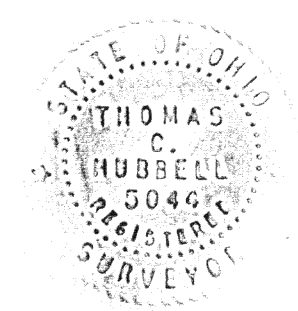
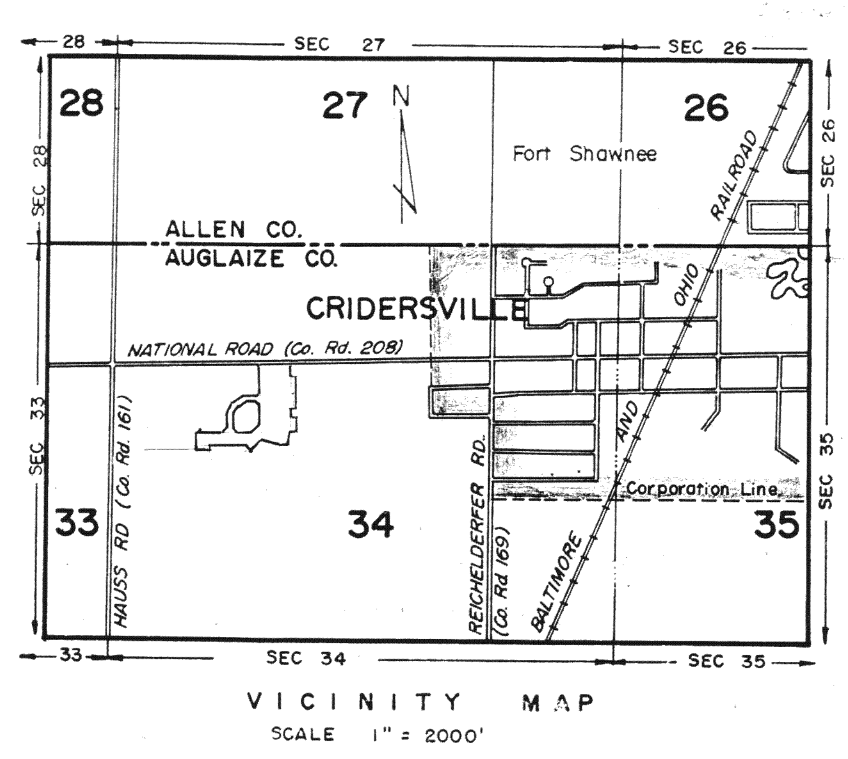
SEE SHEET 2 OF 4 FOR DEDICATIONS

SEE SHEET 3 OF 4 FOR RESTRICTIONS

SEE SHEET 4 OF 4 FOR DEDICATOR'S LAND.

ALL LOT CORNERS AT STREET INTERSECTIONS TO HAVE 25' RADII.

ALL LOT CORNERS TO BE MARKED BY 5/8" IRON PINS, EXCEPT WHERE MONUMENTS ARE SHOWN.



PREPARED: JULY 28, 1977
BY: SHELTON AND ASSOCIATES INC.
1430 NORTH COLE STREET

**Meadowbrook Place #1
in the N.W. 1/4 of Section 34,
T.4S. - R.6E., Duchouquet Township,
Auglaize County, Ohio**

Situated in Section 34, Township 4S., Range 6E., County Auglaize Ohio. Containing 9.55 acres and being the same tract as conveyed to The Kissell Company and described in the deed recorded in Deed Book Vol. 230, Page 172, Vol. 233 Pages 266, 267, 268 Auglaize County, Ohio

The undersigned The Kissell Co. hereby certify that the attached plat correctly represents their Meadowbrook Place #1, a subdivision of lots 35, 36, 37, 57, 58, 59, 61, 63, 91 thru 94, and 120 thru 129, do hereby accept this plat of same and dedicate to public use as such all of the roads, boulevards, cul-de-sacs, parks, planting strips, etc., 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 any applicable off-street parking and loading requirements of Auglaize County, Ohio, for the benefit of himself and all other subsequent owners or assigns taking title from, under, or through the undersigned.

In Witness thereof 29 day of July, 1977.

Witness [Signature] Signed James L. Bauchat
[Signature] 2d Vice Pres

STATE OF OHIO
COUNTY OF Auglaize

Before me a Notary Public in and for said State personally came James L. Bauchat who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal this July 29, 1977.

By [Signature]
Non Expiring Commission

I do hereby certify that I have surveyed the premises and prepared the attached plat and that said plat is correct.

By Thomas C. Hubbell
Thomas C. Hubbell

We certify that the road construction plans meet with our approval this 4th day of January, 1978.

[Signature]
[Signature]
[Signature]
Township Trustees

I certify that (improvements are complete, bond has been furnished or surety has been furnished) this 3rd day of January, 1978.

[Signature]
County Engineer

I certify that rules, regulations and applicable health laws have been adhered to this 3rd day of JANUARY, 1978.

[Signature]
County Board of Health

I certify that rules, regulations and applicable health laws have been adhered to this 3rd day of January, 1978.

[Signature]
County Sanitary Engineer

Approved this 16th day of JANUARY, 1978.

[Signature]
County Regional Planning Commission

We certify that all roads, streets and/or utilities contracts with the developer are legally completed, this 17th day of January, 1978.

[Signature]
[Signature]
[Signature]
County Commissioners

Transferred this 17th January, 1978.

152404

[Signature]
County Auditor

Filed for Record this 17 day of JANUARY, 1978 at 2:40-P m.

Recorded this 17 day of JANUARY, 1978 in Plat Book A
Page No. A-62-63-64-65 CABINET

33.40

[Signature]
County Recorder

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND
Commencing for reference at the intersection of the West line of Section 34 with the centerline of National Road, this point being marked by a railroad spike set; Thence easterly along said centerline for a distance of 1,510.73 feet to a railroad spike set; thence south 1°-29'-10" east for a distance of 420.00 feet to a concrete monument set, being the point of beginning:

(1) Thence continuing south 1°-29'-10" east for a distance of 180.50 feet to a concrete monument set - (2) Thence along a curve to the right with a radius of 26.85 feet, the chord of which is south 31°-17'-30" west for a distance of 29.08 feet to a concrete monument set - (3) Thence south 64°-04'-10" west for a distance of 104.02 feet to a concrete monument set - (4) Thence south 88°-30'-50" west for a distance of 259.03 feet to a concrete monument set - (5) Thence along a curve to the right with a radius of 25.00 feet, the chord of which is north 46°-29'-10" west for a distance of 35.36 feet to a concrete monument set - (6) Thence north 1°-29'-10" west for a distance of 143.44 feet to a concrete monument set - (7) Thence along a curve to the right with a radius of 75.00 feet, the chord of which is north 38°-00'-52" east for a distance of 95.40 feet to a concrete monument set - (8) Thence north 77°-30'-48" east for a distance of 154.95 feet to a concrete monument set - (9) Thence along a curve to the right with a radius of 75.00 feet, the chord of which is north 83°-00'-50" east for a distance of 14.38 feet to a concrete monument set - (10) Thence north 88°-30'-50" east for a distance of 142.37 feet to a concrete monument set - (11) Thence along a curve to the right with a radius of 25.00 feet, the chord of which is south 46°-29'-10" east for a distance of 35.36 feet to the point of beginning.

Containing in all 2.28 acres of land.

Subject to all easements and rights-of-way of record.

Note: All bearings are assumed and used for angular measurements only.

**Meadowbrook Place # 1
in the N.W. 1/4 of Section 34,
T.4 S. - R.6 E., Duchouquet Township,
Auglaize County, Ohio**

RESTRICTIONS

1. Type of Dwelling; Use Thereof

Said real estate shall be used exclusively for single family, private dwelling house purposes and no house shall be erected or allowed to remain upon said premises which exceeds two (2) stories in height, nor shall any lot as shown on the recorded plat be subdivided or re-divided.

2. Set Back Requirements

Except as hereinafter provided, no house or building shall be erected, placed or suffered to remain upon said premises nearer than the set back line as shown on the recorded plat nor shall any such house or building be nearer than seven (7) feet from the side lines of any lot.

Except, however, the erection and construction of attached garages, porches, patios or other similar projections of said house may extend beyond the building lines, provided that in the sole opinion of The Kissell Company the waiving of these set back and side yard restrictions will not adversely affect the value or appearance of the other lots in the Subdivision.

3. Garage Requirements

No detached garage shall be erected, placed or suffered to remain upon said premises. No garage of any type shall be larger than two (2) car capacity. All garages will be designed to be attached to, and located on the right side of the house, (as you face the house from the street). No carports will be erected on the premises.

4. Streetlight Requirements

A carriage light will be erected upon each lot and it will be located ten (10) feet from the edge of the street pavement, in the front of the house, and four (4) feet to the left of the driveway (as you face the house from the street). The light is to be a carriage lamp which conforms to the specifications to be provided by The Kissell Company. Each light will be eight (8) feet in height and controlled by an automatic timing device which will turn the light off and on at sunset and sunrise. Each owner will be responsible to maintain an operational bulb in such light, and for payment of electricity.

5. Minimum Dwelling

No dwelling shall have a combined first and second story living area (exclusive of basements and garages) of less than 1300 square feet.

6. Fences and Lawns

No fence shall be erected nearer to the street than the front set back line as set forth on the plat of the Subdivision. No fence shall exceed four (4) feet in height.

The area between the front set back lines and the street shall be used exclusively for lawns and planting of trees, and shrubbery, and may also be used for walks and driveways. No other improvements of any kind, other than the dwelling, shall be erected or maintained nearer to the street than the rear building line.

7. Accessory Buildings

No barn, shed or other out building shall be erected, placed or suffered to remain upon the premises, except for temporary construction buildings for the use of Grantor or its designees in connection with the construction of residences on the premises or in connection with the installation of streets, walks and utilities.

8. Nuisances, Advertising or Commercial Uses Prohibited

No nuisance, advertising sign, billboard or other advertising device shall be permitted to be placed or remain on the premises nor shall the premises be used for any commercial or business purpose nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of any adjoining premises.

However, nothing herein shall prohibit the display of one sign of not more than six (6) square feet advertising the premises for sale or lease or signs used by the Grantor, its successors and assigns to advertise the premises during the construction and sales period.

No house trailer, boat, animals, livestock or poultry shall be maintained or stored on any lot except that dogs, cats and normal household pets may be so maintained if not raised, bred or maintained for commercial purposes.

9. Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Subdivision. Any area of any lot designed for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water and any improvements made on or under any easement shall be made at the risk of the owner of the lot upon which such improvements are made.

Where non-vehicular access easements are shown on the recorded plat, no driveway or other vehicular access shall be constructed or permitted across such easement.

10. Architectural Approval

The Kissell Company reserves to itself, its successors and assigns, the right to approve, prior to construction, the design, site plan, and the type, style and color of all exterior materials used in the construction of any dwelling to be erected on the premises. Any person desiring to construct a dwelling upon said premises shall submit detailed plans and specifications to The Kissell Company for its approval or rejection and The Kissell Company shall give notice of its approval or rejection within fourteen (14) days after receipt of such plans and specifications. The Kissell Company agrees that its approval of such plans and specifications shall not be unreasonably withheld.

This paragraph shall be void and of no effect at such time as a dwelling has been erected on each and every lot in the subdivision.

11. Duration of Covenants and Restrictions

The covenants and restrictions herein above set forth are for the benefit of the owners of all lots in this Subdivision and shall run with the land for a period of 30 years from the date of recording of this plat, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then lot owners the same shall be terminated or be changed in whole or in part.

12. Violations

In the event that any person or persons violate, or attempt to violate any of the covenants and restrictions hereinabove enumerated, any lot owner of 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.

13. Membership in Meadowbrook Community Club

Each lot owner in Meadowbrook Subdivision shall be entitled to purchase a yearly family membership in the Meadowbrook Community Club which is owned by the individual owner of units in the Meadowbrook Condominium and which Club is managed by the Meadowbrook Condominium Owners' Association (hereinafter called the "Association"). Each year the Association will establish the cost for such family membership to the lot owners in Meadowbrook Subdivision, (and owners in subsequent additions thereto). Each lot owner becoming a member of the Community Club shall abide by all of the rules and regulations which may be from time to time imposed by the Association in connection with the operation of the Club.

After the initial membership fee has been established for the first year of operation of the Club, the annual membership fee for each year thereafter may be increased or decreased from year to year as may be determined by the Association. However, in no event will the annual membership fee for lot owners be increased or decreased by a greater percentage than the annual assessments to members of the Association increase or decrease.

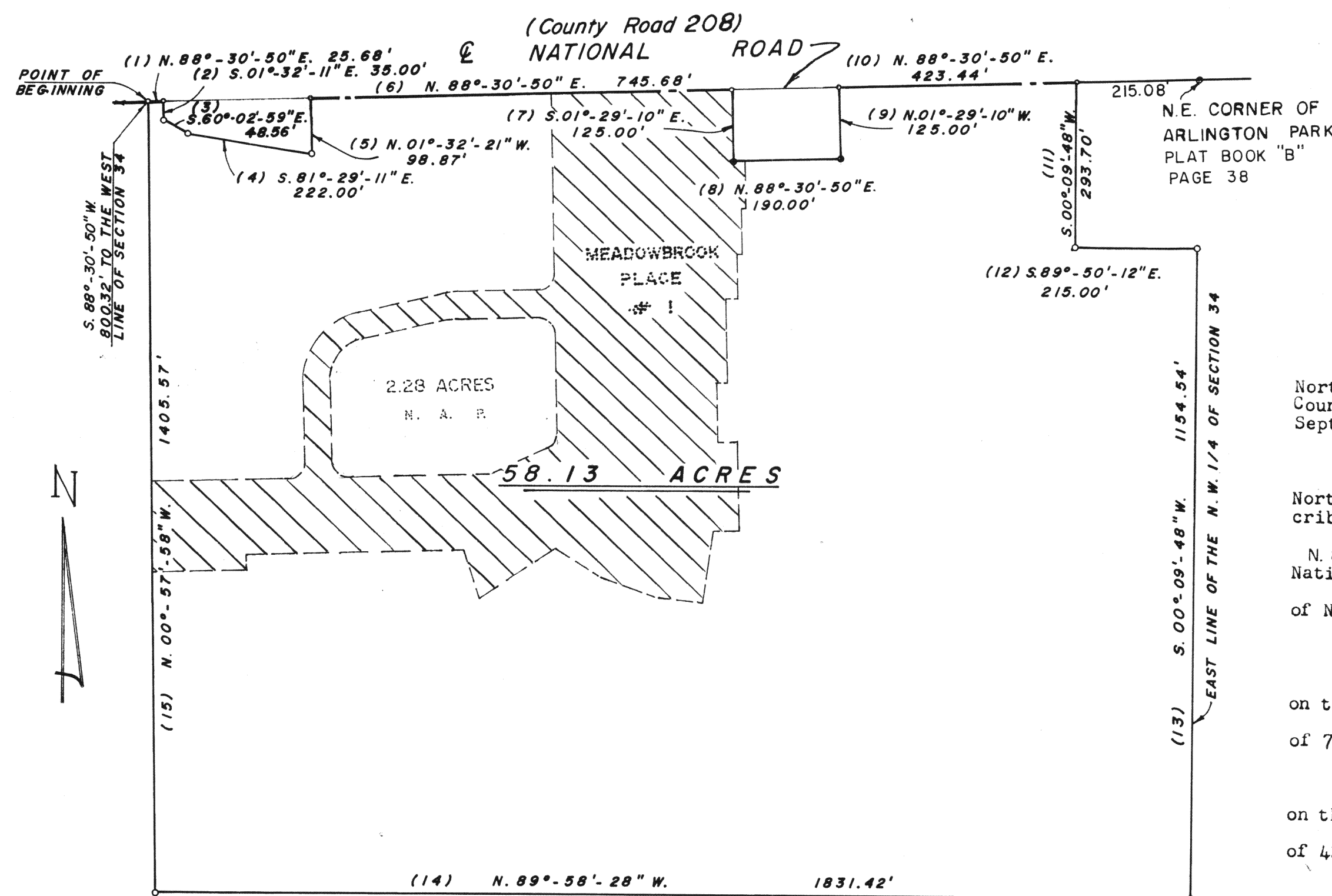
14. Waiver

The Kissell Company reserves the right to waive any restriction or part thereof during such time as it is the owner of any lot in the subdivision, but only when, in its sole judgment, strict application and enforcement of the restriction works an undue hardship upon the owner of a particular lot.

15. Invalidation

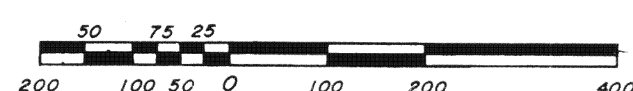
In the event that any part of these covenants or restrictions are invalidated by judgment or court order the remaining covenants and restrictions shall remain valid and in full force and effect.

**Plat of a Survey
of
Dedicator's Land
Meadowbrook Place #1
in the N.W. 1/4 of Section 34,
T.4S.-R.6E. Duchouquet Township,
Auglaize County, Ohio**



SURVEYOR'S CERTIFICATION
I hereby certify that in November, 1972 I surveyed the following described land in the Northwest 1/4 of Section 34, Township 4 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio and that this plat was prepared in accordance with Senate Bill #347 effective September 30, 1974.

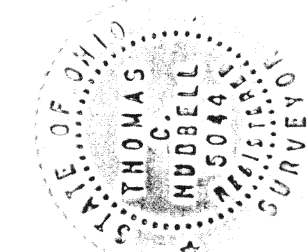
DESCRIPTION
Being a parcel of land situated in Duchouquet Township, Auglaize County, Ohio, in the Northwest 1/4 of Section 34, Township 4 South, Range 6 East and being more particularly described as follows:
Beginning at a railroad spike set on the centerline of National Road, this point being N. 88°-30'-50" E. 800.32' of a railroad spike set marking the intersection of the centerline of National Road with the west line of Section 34 -
(1) Thence from this point of beginning, north 88°-30'-50" east, along the centerline of National Road, for a distance of 25.68 feet to a railroad spike set -
(2) Thence south 1°-32'-11" east for a distance of 35.00 feet to a concrete monument set -
(3) Thence south 60°-21'-59" east for a distance of 48.56 feet to a concrete monument set -
(4) Thence south 81°-29'-11" east for a distance of 222.00 feet to a concrete monument set -
(5) Thence north 1°-32'-21" west for a distance of 98.87 feet to a railroad spike set on the centerline of National Road -
(6) Thence north 88°-30'-50" east, along the centerline of National Road, for a distance of 745.68 feet to a railroad spike set -
(7) Thence south 1°-29'-10" east for a distance of 125.00 feet to a 5/8 inch iron pin set -
(8) Thence north 88°-30'-50" east for a distance of 190.00 feet to a 5/8 inch iron pin set -
(9) Thence north 1°-29'-10" west for a distance of 125.00 feet to a railroad spike set on the centerline of National Road -
(10) Thence north 88°-30'-50" east, along the centerline of National Road, for a distance of 423.44 feet to a railroad spike set -
(11) Thence south 0°-9'-48" west for a distance of 293.70 feet to a concrete monument -
(12) Thence south 89°-50'-12" east for a distance of 215.00 feet to a concrete monument on the east line of the northwest 1/4 of Section 34 -
(13) Thence south 0°-9'-48" west along the east line of northwest 1/4 of Section 34, for a distance of 1154.54 feet to a concrete monument -
(14) Thence north 89°-58'-28" west for a distance of 1831.42 feet to a concrete monument -
(15) Thence north 0°-57'-58" west for a distance of 1405.57 feet to the point of beginning.
Containing in all 58.13 acres of land.
Note: All bearings are assumed, are used for angular measurement only.



- DENOTES CONCRETE MONUMENT
- DENOTES RAILROAD SPIKE
- DENOTES 5/8" IRON PIN

PREPARED JULY 28, 1977
BY SHELDON & ASSOC. INC.
1430 NORTH COLE STREET
LIMA, OHIO

Thomas C. Hubbell
Thomas C. Hubbell
Reg. Surveyor #5044



Note: In the above Description, wherever National Road appears it shall also mean County Road 208, National Road

