

County Commissioners Office  
Auglaize County, Ohio  
March 15, 1990

IN THE MATTER OF RENDERING A DECISION ON A ROAD NAME CHANGE FROM ARLINGTON DRIVE TO CONCORD DRIVE: SAME LOCATED IN DUCHOUQUET TOWNSHIP.

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of March, 1990 with the following members present:

Robert V. Vogel

Dow Wagner

Norville W. Freymuth

Mr. Freymuth moved the adoption of the following

RESOLUTION

WHEREAS, on March 8, 1990, the Board of County Commissioners held a public hearing to consider the changing of a road name in Duchouquet Township, Arlington Park Subdivision and Meadowbrook Place #2: namely, Arlington Drive to Concord Drive; and

WHEREAS, the Board did postpone its decision to approve or disapprove said road name change until this date at 10:00 a.m., thus giving concerned citizens an opportunity to comment; and

WHEREAS, the only response from citizens to the name change issue has been in favor of "Concord Drive".

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does render its decision on the petition for the name change for a road in Duchouquet Township as follows:

"The road as platted in Arlington Park Subdivision and Meadowbrook Place #2 known as Arlington Drive is hereby renamed and hereafter be known as Concord Drive."

Mr. Wagner seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
15th day of  
March, 1990

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Robert V. Vogel, yes  
Robert V. Vogel

\_\_\_\_\_, \_\_\_\_\_  
Dow Wagner

Norville W. Freymuth, yes  
Norville W. Freymuth

cc: Duchouquet Township Trustees  
Village of Cridersville  
County Sheriff  
✓County Recorder  
County Tax Map Office  
County Engineer  
Cridersville Fire Company, % Chief Darrell Chapman  
petitioners:  
Mary Laio  
Kathy Montgomery  
Kellie Salsbury  
Susan Stiles



A - 129

**MEADOWBROOK PLACE NO. 2**  
8 Replat Lots 7 & 8 Arlington Park  
**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 November, 1978 and that all markers are or will be in place by six (6) months from the date of recording of this plat.

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 County Road 208 (National Road), this point being north 88°-30'-50" east a distance of 2151.90 feet to an existing railroad spike marking the intersection of the centerline of County Road 208 (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 County Road 208 (National Road), a distance of 266.82 feet to a railroad spike set - (1-A) Thence south 1°-29'-10" east, a distance of 25.00 feet to a concrete monument set on the southerly right-of-way line of County Road 208 (National Road) - (1-B) Thence along a curve to the right with a radius of 25.00 feet, and an arc length of 39.99 feet the chord of which is south 45°-39'-38" east a distance of 35.86 feet to a concrete monument set - (2) Thence south 0°-09'-48" west a distance of 242.96 feet to a concrete monument set - (3) Thence south 89°-50'-12" east a distance of 215.00 feet to a concrete monument set - (4) Thence south 0°-09'-48" west a distance of 433.60 feet to a concrete monument set - (5) Thence south 88°-30'-50" west a distance of 202.43 feet to a concrete monument set - (6) Thence north 1°-29'-10" west a distance of 113.19 feet to a concrete monument set - (7) Thence south 88°-30'-50" west a distance of 640.00 feet to an existing concrete monument, this point also marking the southwest corner of Lot 94 as recorded in Meadowbrook Place No. 1, Cabinet A, Page A-62, in the Auglaize County Plat Records - Thence along the east line of Meadowbrook Place No. 1 with the following 9 courses - (8) north 1°-29'-10" west a distance of 105.00 feet to an existing concrete monument - (9) Thence north 88°-30'-50" east a distance of 20.01 feet to an existing concrete monument - (10) Thence north 1°-29'-10" west a distance of 150.00 feet to an existing concrete monument - (11) Thence north 88°-30'-50" east a distance of 20.00 feet to an existing concrete monument - (12) Thence north 1°-29'-10" west a distance of 80.00 feet to an existing concrete monument - (13) Thence north 88°-30'-50" east a distance of 10.00 feet to an existing concrete monument - (14) Thence north 1°-29'-10" west a distance of 80.00 feet to an existing concrete monument - (15) Thence north 88°-30'-50" east a distance of 5.00 feet to an existing concrete monument - (16) Thence north 1°-29'-10" west a distance of 80.00 feet to an existing concrete monument, this point also marking the northeast corner of Lot 123, as recorded in Meadowbrook #1 - (17) Thence north 88°-30'-50" east a distance of 140.00 feet to a concrete monument set - (18) Thence south 1°-28'-55" east a distance of 6.42 feet to a concrete monument set - (19) Thence along a curve to the right with a radius of 50.00 feet, the chord of which is south 69°-17'-13" east a distance of 45.24 feet to a concrete monument set - (20) Thence north 49°-00'-00" east a distance of 151.57 feet to a concrete monument set - (21) Thence north a distance of 52.09 feet to the point of beginning, passing at 27.08 feet a concrete monument set.  
Containing 9.91 acres of land.  
Note: All bearings are assumed, used for angular measurements only.

Situated in Section 34, Township 4 South, Range 6 East, County Auglaize Ohio. Containing 9.91 acres and being the same tract as conveyed to The Kissell Company and described in the deed recorded in Deed Book 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 #2, a subdivision of Lots 1, 2, 3, 4, 95 thru 114, 116 thru 119, 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 now 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 4<sup>th</sup> day of April, 1979.

Witness Bruce W. Bivett Signed The Kissell Company

Christine A. Conigella James H. Eastland  
STATE OF PENNSYLVANIA Vice Pres.  
COUNTY OF ALLEGHENY

Before me a Notary Public in and for said County and or said State personally came James H. Eastland 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 4<sup>th</sup> day of April, 1979.

Theresa Schneiderichner, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Feb. 6, 1981  
By Theresa Schneiderichner  
My Commission Expires Feb. 6, 1981

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  
Reg. Surveyor #5044

We certify that the road construction plans meet with our approval this 26<sup>th</sup> day of September, 1980.

Orval Hengstler Irvin Sheisline  
Harry Sheisline  
Township Trustees

I certify that (improvements are complete, bond has been furnished or surety has been furnished) this 28<sup>th</sup> day of September, 1980.

Clayton H. Stimmel  
County Engineer

I certify that rules, regulations and applicable health laws have been adhered to this 24 day of September, 1980.

Edward H. Osbeck  
County Board of Health

I certify that rules, regulations and applicable health laws have been adhered to this 23<sup>rd</sup> day of September, 1980.

Clayton H. Stimmel  
Acting County Sanitary Engineer

Approved this 30<sup>th</sup> day of September, 1980.

Vincent C. Miller, Pres.  
County Regional Planning Commission

We certify that all roads, streets and/or utilities contracts with the developer are legally completed, this 23<sup>rd</sup> day of September, 1980.

Paul F. Reinhardt  
William Link  
Howard Warner  
County Commissioners

Transferred this October 1, 1980.

Vernon C. Dwyer  
County Auditor

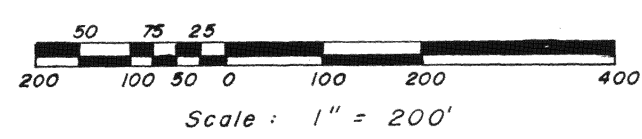
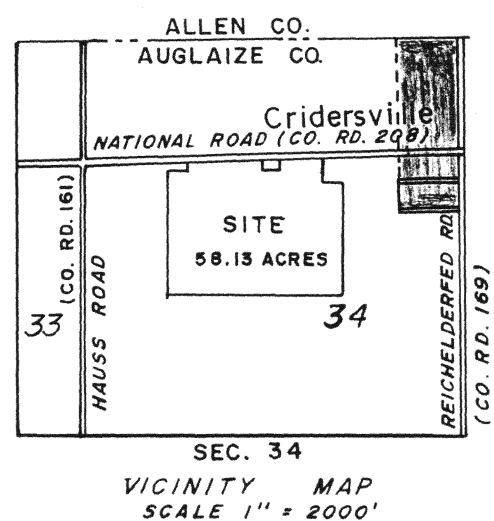
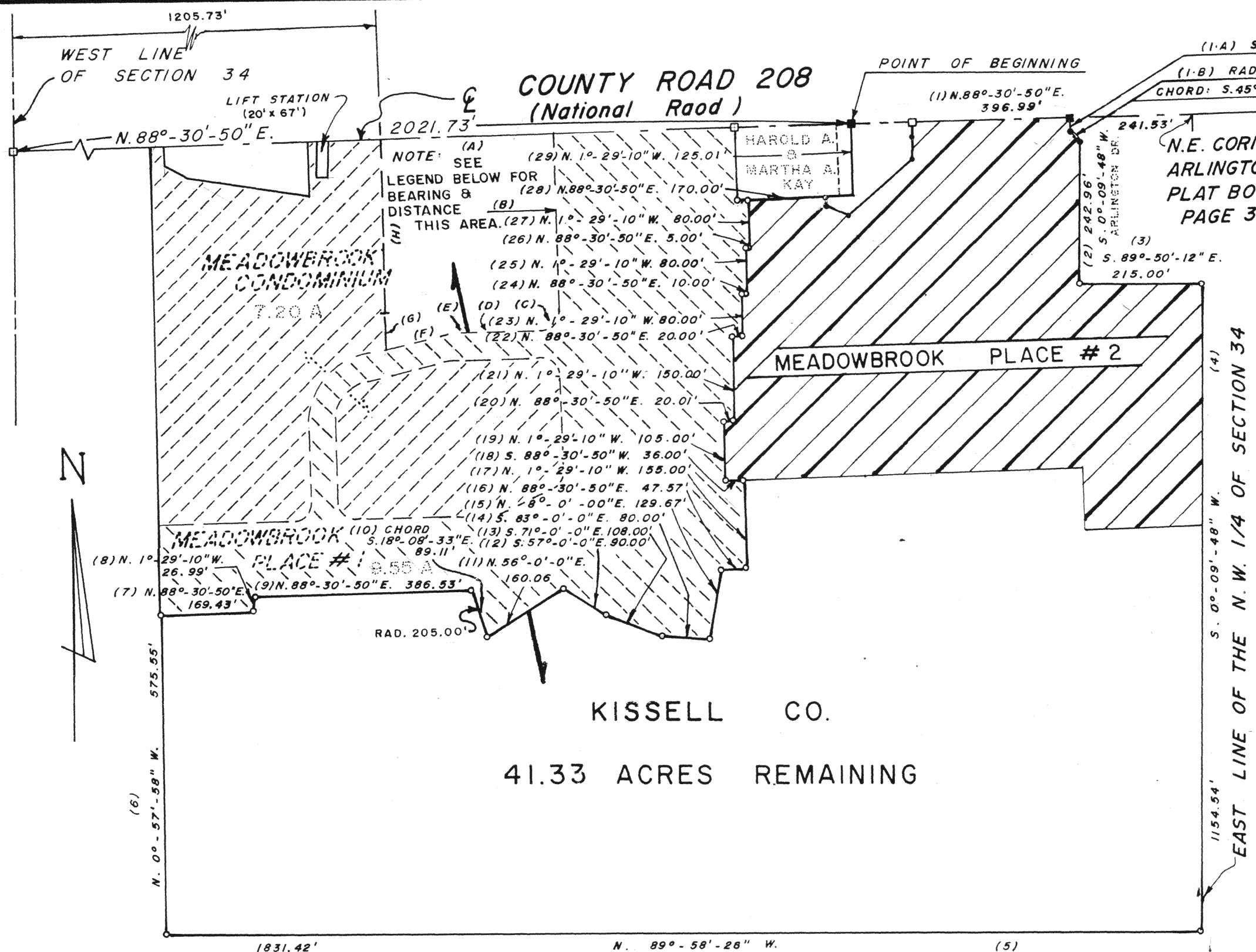
Filed for Record this 1 day of OCTOBER, 1980 at 9:55 A. M.

Recorded this 1 day of Oct., 1980 in Plat Cabinet R.  
Page No. 125-124-125-126

W. R. H. H. H.  
County Recorder



PREPARED Jan. 3, 1979 By K. J. F.  
**SHELDON & ASSOCIATES**  
**ENGINEERS—SURVEYORS**  
1280 NORTH COLE STREET  
LIMA, OHIO



MEADOWBROOK CONDOMINIUM:  
Plat Cabinet A 7.20 Acres  
Page A-74-82  
MEADOWBROOK PLACE #1:  
Plat Cabinet A 9.55 Acres  
Page A-62

Prepared: January 3, 1979  
By: **SHELDON & ASSOCIATES INC.**  
1430 NORTH COLE STREET  
LIMA, OHIO  
Dwn. By: K. J. F.

- Denotes CONCRETE MONUMENT SET
- o Denotes EXISTING CONCRETE MONUMENT
- Denotes EXISTING RAILROAD SPIKE
- Denotes RAILROAD SPIKE SET

- LEGEND**
- (A) N 88°-30'-50"E. 305.00'
  - (B) S 1°-29'-10"E. 320.00'
  - (C) Chord: S 43°-30'-50"W. 35.36'
  - (D) S 88°-30'-50"W. 142.37'
  - (E) Chord: S 83°-00'-53"W. 23.96'
  - (F) S 77°-30'-48"W. 108.00'
  - (G) N 8°-59'-46"W. 59.41'
  - (H) N 1°-29'-10"W. 309.00'

# Plat of a Survey of Dedicators Land Meadowbrook Place #2 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, 1978 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 County Road 208 (National Road), this point being north 88°-30'-50" east a distance of 2021.73 feet of an existing railroad spike marking the intersection of the centerline of County Road 208 (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 County Road 208 (National Road), a distance of 396.99 feet to a railroad spike set - (1-A) Thence south 1°-29'-10" east a distance of 25.00 feet to a concrete monument set on the southerly right-of-way line of County Road 208 (National Road) - (1-B) Thence along a curve to the right with a radius of 25.00 feet and an arc length of 39.99 feet, the chord of which is south 45°-39'-38" east a distance of 35.86 feet to a concrete monument set - (2) Thence south 0°-09'-48" west a distance of 242.96 feet to an existing concrete monument - (3) Thence south 89°-50'-12" east a distance of 215.00 feet to an existing concrete monument - (4) Thence south 0°-09'-48" west a distance of 1154.54 feet to an existing concrete monument - (5) Thence north 89°-58'-28" west a distance of 1831.42 feet to an existing concrete monument - (6) Thence north 0°-57'-58" west a distance of 575.55 feet to an existing concrete monument, this point also marking the southwest corner of Lot 35, as recorded in Meadowbrook Place No. 1, Cabinet A, Page A 62 in the Auglaize County Plat Records - Thence along Meadowbrook Place No. 1 with the following 21 courses: (concrete monuments are at the end of each of the following 21 courses) (7) north 88°-30'-50" east, 169.43 feet - (8) north 1°-29'-10" west, 26.99 feet - (9) north 88°-30'-50" east, 386.53 feet - (10) along a curve to the right with a radius of 205.00 feet, the chord of which is south 18°-08'-33" east, 89.11 feet - (11) north 56°-00'-00" east, 160.06 feet - (12) south 57°-00'-00" east, 90.00 feet - (13) south 71°-00'-00" east, 108.00 feet - (14) south 83°-00'-00" east, 80.00 feet - (15) north 8°-00'-00" east, 129.67 feet - (16) north 88°-30'-50" east, 47.57 feet - (17) north 1°-29'-10" west, 155.00 feet - (18) south 88°-30'-50" west, 36.00 feet - (19) north 1°-29'-10" west, 105.00 feet - (20) north 88°-30'-50" east, 20.01 feet - (21) north 1°-29'-10" west, 150.00 feet - (22) north 88°-30'-50" east, 20.00 feet - (23) north 1°-29'-10" west, 80.00 feet - (24) north 88°-30'-50" east, 10.00 feet - (25) north 1°-29'-10" west, 80.00 feet - (26) north 88°-30'-50" east, 5.00 feet - (27) north 1°-29'-10" west, 80.00 feet to the northeast corner of Lot 123, as recorded in Meadowbrook Place No. 1 - (28) Thence north 88°-30'-50" east a distance of 170.00 feet to a concrete monument set - (29) Thence north 1°-29'-10" west a distance of 125.00 feet to the point of beginning. Also: Beginning at an existing railroad spike on the centerline of County Road 208 (National Road), this point being 1205.73 feet north 88°-30'-50" east of an existing railroad spike marking the intersection of the centerline of County Road 208 (National Road) with the west line of Section 34 -  
(A) Thence from this point beginning, north 88°-30'-50" east, along said centerline a distance of 305.00 feet to an existing railroad spike - (B) Thence south 1°-29'-10" east a distance of 320.00 feet to an existing concrete monument, passing an existing concrete monument at 25.00 feet - (C) Thence along a curve to the right with a radius of 25.00 feet and an arc length of 39.28 feet, the chord of which is south 43°-30'-50" west a distance of 35.36 feet to an existing concrete monument - (D) Thence south 88°-30'-50" west a distance of 142.37 feet to an existing concrete monument - (E) Thence along a curve to the left with a radius of 125.00 feet and an arc length of 24.00 feet, the chord of which is south 83°-00'-53" west a distance of 23.96 feet - (F) Thence south 77°-30'-48" west a distance of 108.00 feet to an existing concrete monument - (G) Thence north 8°-59'-46" west a distance of 59.41 feet to an existing concrete monument - (H) Thence north 1°-29'-10" west a distance of 309.00 feet to the point of beginning.

The above described parcel's containing 41.33 acres of land.  
Note: All bearings are assumed, use for angular measurements only.

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



**Meadowbrook Place #2**  
**in the N.W. 1/4 of Section 34,**  
**T.4S.-R.6E., 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. Streelight 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. 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.