

AUDITOR'S CERTIFICATE

Transferred this 4 day of April, 1989

Karyn Schuman
County AuditorPartial Replat of
BRAMBLEWOOD ESTATES
PT. NW. 1/4, SEC. 29, DUCHOUQUET TWP. T5S;R6E,
AUGLAIZE COUNTY, OHIONORTH
1" = 100'45 denotes original lot number
--- denotes original lot line

ADOPTION OF RE-PLAT

Schlenker Enterprises, being the owner of a portion of the land contained in the hereon re-plat, hereby adopts said re-plat and acknowledges the prior dedication of streets and establishment of easements as per the original plat as filed in Plat Cabinet A, Pages 37-A and 38-A, in the Office of the Auglaize Co. Recorder.

IN WITNESS WHEREOF, John A. Schlenker, and Phillip E. Schlenker, have hereunto signed their names this 3rd day of April, 1989.

Witness: SCHLENKER ENTERPRISES

Nancy A. Raypholtz By: John A. Schlenker,
John A. Schlenker,

Edward L. Schmen By: Phillip E. Schlenker,
Phillip E. Schlenker,

R. E. Becker Builders, Inc., being the owner of a portion of the land contained in the hereon re-plat, hereby adopts said re-plat and acknowledges the prior dedication of streets and establishment of easements as per the original plat as filed in Plat Cabinet A, Pages 37-A and 38-A, in the Office of the Auglaize Co. Recorder.

IN WITNESS WHEREOF, Ronald E. Becker, President, and Kamille Becker, Secretary-Treasurer, have hereunto signed their names this 4th day of April, 1989.

Witness: R.E. BECKER BUILDERS, INC.

James W. Wells By: Ronald E. Becker, Pres.

Patty Woolley By: Kamille Becker, Sec. Treas.

ACKNOWLEDGMENT

State of Ohio §
County of Auglaize

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 re-plat of a portion of Bramblewood Estates and that the signing was their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Wapakoneta, Ohio this 3rd day of April 1989.

Nancy A. Raypholtz
Notary Public
NANCY A. RAYPHOLTZ, Notary Public
State of Ohio
My Commission Expires 3/13/94

PLANNING COMMISSION APPROVAL

Approved by the Wapakoneta City Planning Commission as a Minor Lot Split on the 9th day of January, 1989

By: Ray A. Kattler, Council
Wapakoneta City Planning Commission

State of Ohio §
County of Auglaize

Before me, a Notary Public in and for said State and County, 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 witness whereof, I have hereunto set my hand and official seal this 4th day of April, 1989.

Patricia Woolley
Notary Public
PATRICIA WOOLEY
Notary Public, State of Ohio
My Commission Expires March 29, 1990

COUNTY RECORDER'S CERTIFICATE

Filed for record in the Auglaize County, Ohio, Recorder's Office this 4 day of April, 1989 at 2:15 o'clock P.M. and recorded in Auglaize Co. Plat Cabinet A Page 371.

Mark E. Schumann AB
Auglaize County Recorder

RESTRICTIVE COVENANTS

Lots 30 - 50 inclusive

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

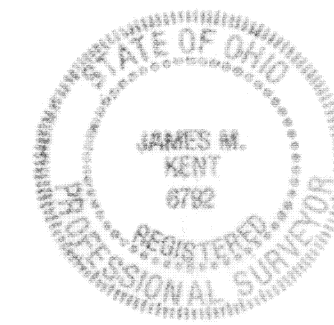
after the same have been submitted to the Architectural Committee for approval, then such approval shall not be required, provided the design is in harmony with similar structures in the development and conforms to all of the other covenants, restrictions and conditions herein set forth.

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.

James M. Kat
P.S. 6792



TOLERANCES (EXCEPT AS NOTED)	REVISIONS			PARTIAL REPLAT OF LOT 30-50		
	NO.	DATE	BY	BRAMBLEWOOD ESTATES		
DECIMAL	1					
±	2					
FRACTIONAL	3			DRAWN BY J.M.K.	SCALE 1" = 100'	MATERIAL
±	4			CHK'D	DATE 3/31/89	DRAWING NO.
ANGULAR	5			TRACED	APP'D	
±						