

# PIONEER SUBDIVISION

## PHASE 2

A SUBDIVISION OF LOT 4 OF PIONEER SUBDIVISION, PHASE 1

IN

CENTRAL PART OF THE SW 1/4, S 11, T7S, R4E

GERMAN TOWNSHIP

AUGLAIZE COUNTY

VILLAGE OF NEW BREMEN

STATE OF OHIO

FOR

**CROWN CONTROL, INC.**

40 S. WASHINGTON ST. NEW BREMEN, OHIO 45869

PREPARED BY

FREYTAG & ASSOCIATES, INC. ARCHITECTS AND ENGINEERS

226 NORTH MIAMI AVE.

P.O. BOX 220, SIDNEY, OHIO 45365

GEORGE P. FERNANDEZ

REGISTERED SURVEYOR # 4079

MICHAEL R. HOLT

REGISTERED SURVEYOR #7108

APPROVED by the New Bremen Planning Commission this 28 Day of MARCH, 1989.

*Robert E. Klein*  
Planning Commission - Chairman

ACCEPTED by the Council of the Village of New Bremen this 10 Day of October, 1989.

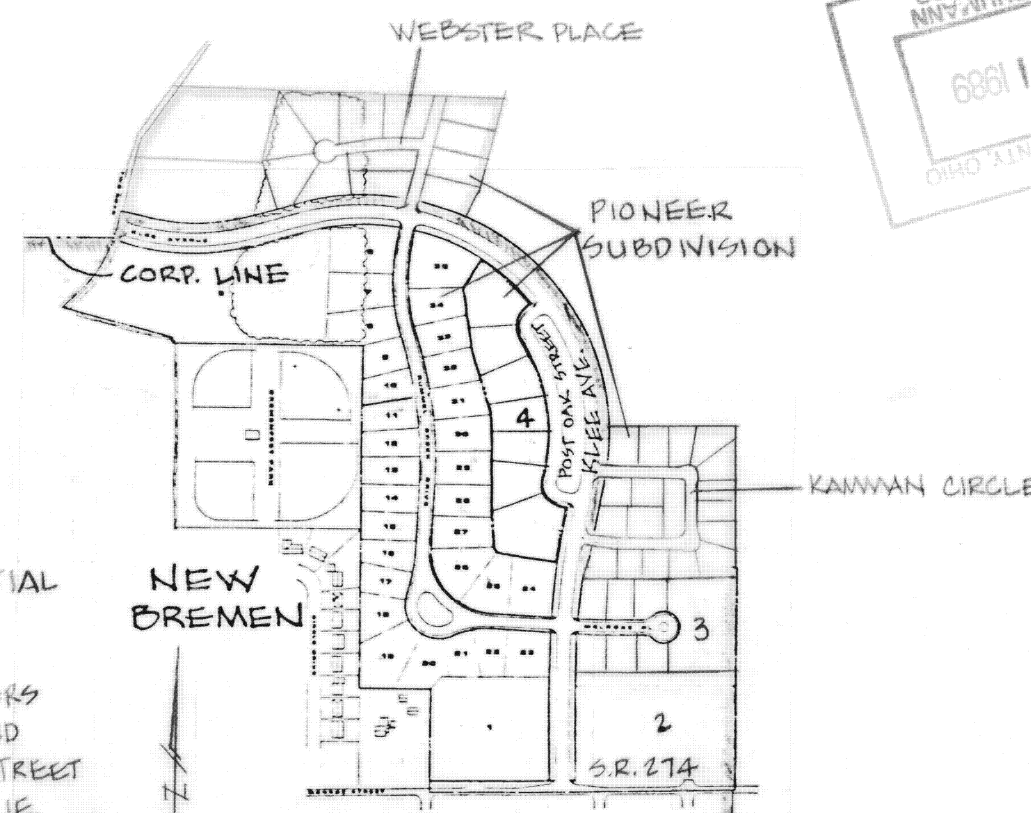
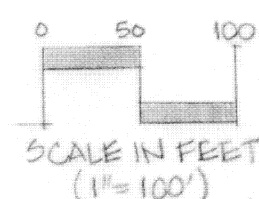
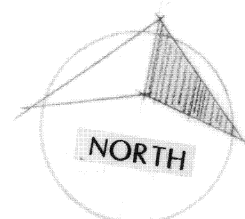
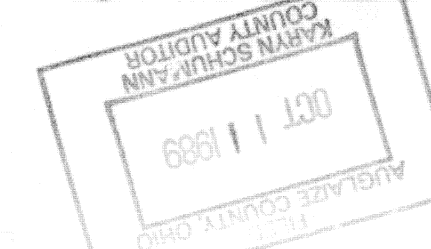
*Robert E. Klein*  
Mayor

*Clarence B. Art*  
Village Administrator

Resolution No. 1989-10-28

THE construction of the streets dedicated hereon have been APPROVED and ACCEPTED this 10 day of October, 1989.

*Clarence B. Art*  
Village of New Bremen Administrator



LOCATION MAP

**ZONING** R-1 SINGLE-FAMILY RESIDENTIAL  
FRONT SETBACK 40 FEET  
SIDE SETBACK 10 FEET  
REAR SETBACK 20 FEET

**NOTE** IRON PINS SET AT ALL LOT CORNERS AND AT ALL POINTS OF CURVATURE AND ON THE CENTERLINE OF POST OAK STREET AT THE INTERSECTION OF KLEE AVENUE, AND POINTS OF CURVATURE.

### CERTIFICATION

I, Michael R. Holt, hereby certify that this plat is a true and correct exposition of a subdivision and survey laid out by me, a member of Freytag & Associates, Inc. Architects/Engineers for Crown Control, Inc., in the Pioneer Subdivision, Phase 1, as recorded in Plat Book A, Page 349 and Plat Book A, Page 332 and being part of the tracts conveyed to Crown Equipment Corporation by deeds recorded in O.R. 45, Page 152 and O.R. 44, Page 753 and Surveyor's Affidavit recorded in O.R. 46, Page 726 all of the Deed Records of Auglaize County, Ohio.

Signed and certified as being true and correct to the best of my knowledge this 9th day of October, 1989.

*Michael R. Holt*  
Michael R. Holt  
Registered Surveyor #7108

### DEDICATION

We the undersigned, being the President and Secretary of Crown Control, Inc., Owner of the hereon platted land, do hereby assent to and adopt the subdivision and survey of the land shown hereon and further acknowledge that the plat was made at the request of Crown. Kamman Circle, Rummel Creek Drive, and Webster Place are hereby dedicated to the public use forever, to be used as roadways and for the installation, operation, maintenance, repair and/or removal of all properly authorized utilities.

Public Park area "A" is hereby dedicated for use as a public park.

Easements shown on this plat are to be used for the installation operation, maintenance, repair, replacement, and/or removal of all properly authorized utilities and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities.

Existing utility easement along the north line of former Lot 3, Pioneer Subdivision, Phase I and, also, the utility easements on both sides of the south line of former Lot 3, Pioneer Subdivision, Phase I shall be vacated.

Signed this 11th Day of October, 1989.

*James F. Dicke II*  
Witness

*James F. Dicke II*  
Witness

*Dane W. Dicke*  
Secretary

The State of Ohio, Auglaize County, s.s.

Before me, a notary public in and for said county, personally came James F. Dicke II, President and Dane W. Dicke, Secretary who acknowledged that they did sign the foregoing instrument and that the same is the Free Act and Deed of each of them for the purpose therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my Seal at New Bremen, Ohio, this 11th Day of October, 1989.

*Bradley L. Smith*  
BRADLEY L. SMITH, Notary Public  
State of Ohio  
My Commission Expires November 2, 1990

THE COVENANTS RUNNING WITH THE HEREON PLATTED SUBDIVISION ARE SET FORTH ON SHEET 5 OF 5.

THE CERTIFICATION, DEDICATION, APPROVALS AND ACCEPTANCES SHOWN HEREON APPLY, ALSO, TO SHEETS 2, 3 & 4 OF 5, RESPECTIVELY.

TRANSFERRED and number this 11 Day of October, 1989.

\$108.00 5005  
*James Schumann*  
By *J.R.* Auglaize County Auditor

FILED this 11 Day of October, 1989, at 3:05 o'clock P.M.  
RECORDED this 11 Day of October, 1989, in Plat Book, A  
Page No. 372.

*Matthew E. Schumann*  
Matthew E. Schumann (By *J.R.*)  
Auglaize County Recorder

PIONEER SUBDIVISION, PHASE 2 SHEET 1 OF 5

PIONEER SUBDIVISION,  
PHASE 1  
PB. A / PG. 349  
PB. A / PG. 332

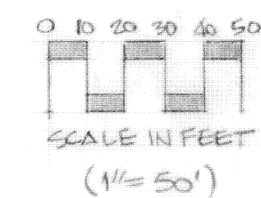
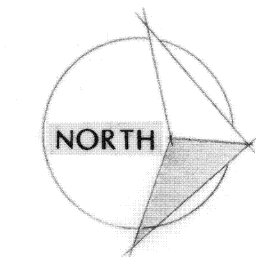
PIONEER SUBDIVISION  
PHASE 2

REPLAT OF LOT 2 & LOT 3 OF PIONEER SUBDIVISION, PHASE 1  
IN  
EASTERN PART OF THE SW 1/4, S 11, T7S, R4E  
GERMAN TOWNSHIP AUGLAIZE COUNTY  
VILLAGE OF NEW BREMEN STATE OF OHIO  
FOR

CROWN CONTROL, INC.

40 S. WASHINGTON ST. NEW BREMEN, OHIO 45869

PREPARED BY  
FREYTAG & ASSOCIATES, INC. ARCHITECTS AND ENGINEERS  
P.O. BOX 220, SIDNEY, OHIO 45365



SETBACKS

LOTS 43-49 FRONT 25 FEET  
SIDE 10 FEET \*  
REAR 20 FEET  
LOT 79 (AS SHOWN) \* 5 FEET, LOTS 43 & 49

ZONING R-2 RESIDENTIAL, LOTS 43-49  
C-1 COMMERCIAL, LOT 79

NOTE IRON PINS SET AT ALL LOT CORNERS  
AND AT ALL POINTS OF CURVATURE AND,  
ON THE CENTERLINE OF MELROSE PLACE,  
AT THE INTERSECTION OF KLEE AVENUE,  
AND POINTS OF CURVATURE.

EXISTING UTILITY EASEMENT,  
TO BE VACATED

KAMMAN CIRCLE,  
SEE SHEET 3 OF 5

THE COVENANTS RUNNING WITH  
THE HERBON PLATTED SUBDIVISION  
ARE SET FORTH ON SHEET 5 OF 5.  
FOR CERTIFICATION, DEDICATION,  
APPROVALS AND ACCEPTANCES,  
SEE SHEET 1 OF 5.





# PIONEER SUBDIVISION PHASE 2

KAMMAN CIRCLE

IN

EASTERN PART OF THE SW 1/4, S 11, T7S, R4E  
GERMAN TOWNSHIP AUGLAIZE COUNTY  
VILLAGE OF NEW BREMEN STATE OF OHIO

FOR

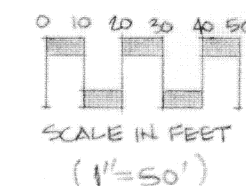
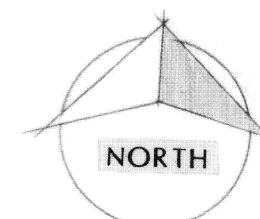
**CROWN CONTROL, INC.**

40 S. WASHINGTON ST. NEW BREMEN, OHIO 45869

PREPARED BY

FREYTAG & ASSOCIATES, INC. ARCHITECTS AND ENGINEERS

P.O. BOX 220, SIDNEY, OHIO 45365



**ZONING** R-2 RESIDENTIAL  
FRONT SETBACK 25 FEET  
SIDE SETBACK 10 FEET (5 FEET, LOTS 50, 52, 53 & 54)  
REAR SETBACK 20 FEET

**NOTE** IRON PINS SET AT ALL LOT CORNERS  
AND AT ALL POINTS OF CURVATURE AND,  
ON THE CENTERLINE OF KAMMAN CIRCLE,  
AT THE INTERSECTION OF KLEE AVENUE,  
AND POINTS OF CURVATURE.

THE COVENANTS RUNNING WITH  
THE HEREON PLATTED SUBDIVISION  
ARE SET FORTH ON SHEET 5 OF 5.  
FOR CERTIFICATION, DEDICATION,  
APPROVALS AND ACCEPTANCES,  
SEE SHEET 1 OF 5.

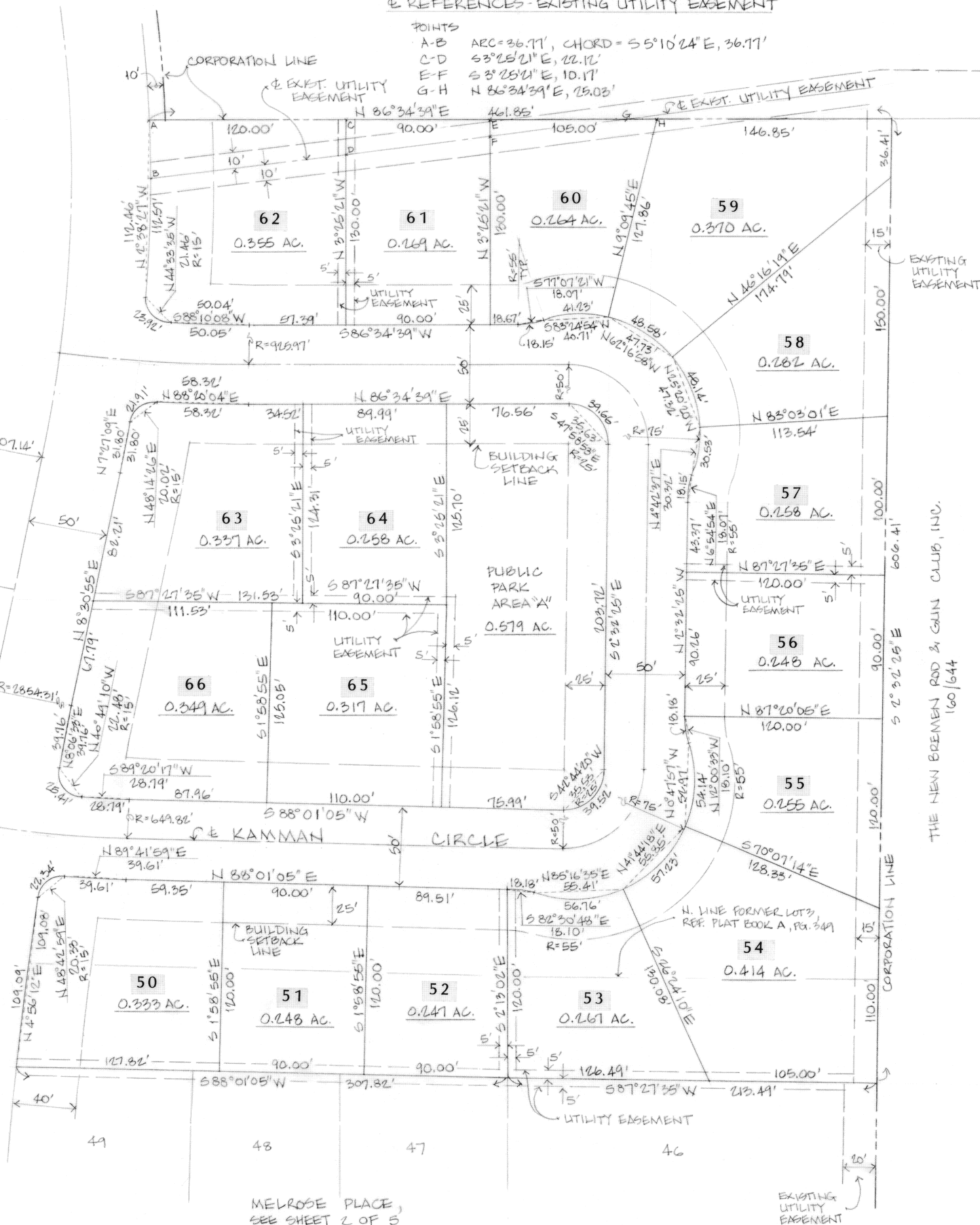
## REFERENCES - EXISTING UTILITY EASEMENT

POINTS

A-B ARC=36.77', CHORD=55°10'24"E, 36.77'  
C-D S3°25'21"E, 12.12'  
E-F S3°25'21"E, 10.17'  
G-H N86°34'39"E, 15.03'

PIONEER  
SUBDIVISION,  
PHASE 1  
P.B. A / PG. 349  
P.B. A / PG. 332

(SEE PLAT BOOK A, PG. 349)  
KLEE AVENUE



THE NEW BREMEN ROD & GUN CLUB, INC.  
160/644

## WEBSTER PLACE

17

NORTHERN PART OF THE SW 1/4, S 11, T7S, R4E  
GERMAN TOWNSHIP AUGLAIZE COUNTY  
VILLAGE OF NEW BREMEN STATE OF OHIO

FOR

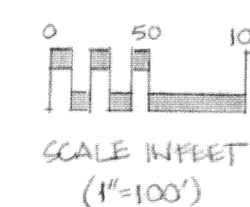
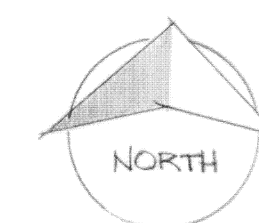
CROWN CONTROL, INC.

40 S. WASHINGTON ST. NEW BREMEN, OHIO 45869

PREPARED BY

FREYTAG & ASSOCIATES, INC. ARCHITECTS AND ENGINEERS

P.O. BOX 220, SIDNEY, OHIO 45365

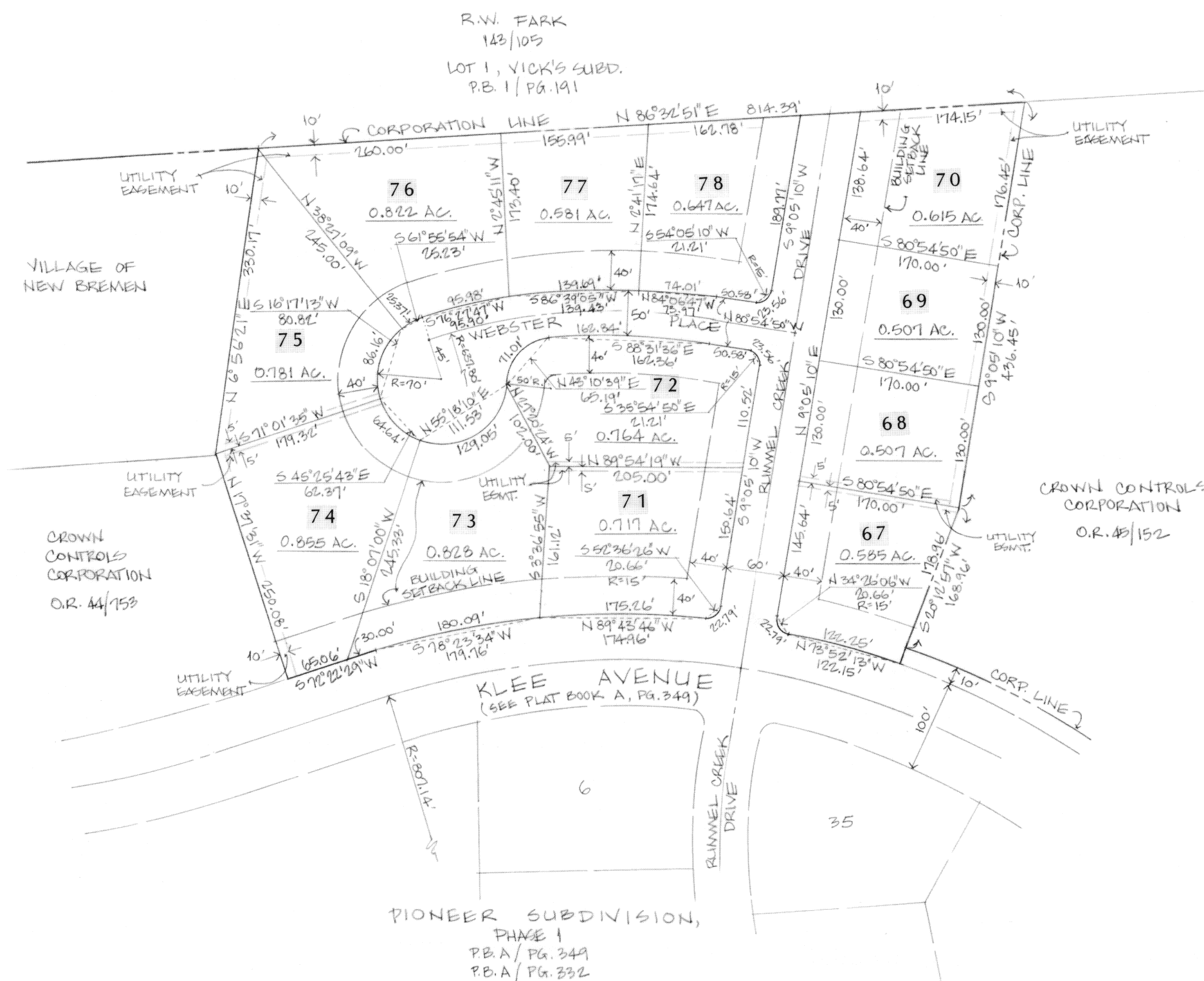


ZONING R-1 SINGLE-FAMILY RESIDENTIAL

FRONT SETBACK	40 FEET
SIDE SETBACK	10 FEET
REAR SETBACK	20 FEET

NOTE IRON PINS SET AT ALL LOT CORNERS AND AT ALL POINTS OF CURVATURE AND, ON THE CENTERLINES OF WEBSTER PLACE, RUMMEL CREEK DRIVE, AT INTERSECTIONS, AND POINTS OF CURVATURE.

THE COVENANTS RUNNING WITH  
THE HERON PLATTED SUBDIVISION  
ARE SET FORTH ON SHEET 5 OF 5.  
FOR CERTIFICATION, DEDICATION,  
APPROVALS AND ACCEPTANCES,  
SEE SHEET 1 OF 5.





**PIONEER SUBDIVISION PHASE 2 FOR CROWN CONTROL, INC.**  
**DECLARATION, COVENANTS, CONDITIONS**  
**AND RESTRICTIONS**

**ARTICLE 1**

WHEREAS, Crown Control, Incorporated is the owner (herein called "The Developer") of certain real property situated in the County of Auglaize, State of Ohio, consisting of approximately 28.8 acres subdivided into 44 lots, lots 33 through 79, inclusive, Phase II, Pioneer Subdivision (hereinafter being collectively referred to as the "Subdivision"), as described and shown on Final Plan, Local Subdivision, (such Final Plan, including any subsequent amendments thereto, or recordings thereof, being hereinafter referred to as the "Plan");

WHEREAS, The Developer desires to subject the Subdivision and each lot located therein to, mutual and beneficial protective covenants, restrictions, reservations, and easements for the mutual benefit of the future owners of said lots.

NOW, THEREFORE, The Developer declares that (I) the Subdivision, and each of the lots therein, shall be subject to the following restrictions, each of which is included for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision; (II) the restrictions contained herein shall run with the land of, the Subdivision and each lot therein, and shall be binding on all persons having or acquiring any right, title or interest in any lot or part thereof; and (III) the restrictions contained herein shall be for the benefit of each owner of any lot or lots in the Subdivision. The restrictions shall not be binding upon any other land owned by The Developer other than the land contained within the lots in the Subdivision, even though such land may be contiguous with the land in the Subdivision.

**ARTICLE 2 - CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS**

2.1 Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes, multi-family housing and limited commercial improvements.

2.2 Control Committee. The Control Committee (the Committee) shall be composed of not less than three (3) and not more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be owners of the lots in the Subdivision.

Notwithstanding the foregoing provision, "The Developer" reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs to be an owner of a lot in the Subdivision, with such right to continue until The Developer elects (by written instrument duly recorded in the Records Office of Auglaize County, Ohio) to terminate its control of the Committee. After the Developer's control of the Committee has been terminated, the then record owners of the lots in the Subdivision shall have the power, by majority vote, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee. Each lot (as currently exists or as created in the future and each condominium unit) shall have one vote. Any Committee member may step down at anytime with the subsequent vacancy filled by majority vote of the record owners of Pioneer Subdivision including any future development phases. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

2.3 Committee Approval. No building, fence, wall, structure, parking lot, drainage improvement, utility connection, permanent advertising sign, landscaping including existing trees, or other improvement shall be changed, commenced, erected or maintained upon any lot in the Subdivision, nor shall any exterior addition, change, alternation or restoration or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors and location of the same in adequate detail as required by the Committee shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of such construction or landscaping with other construction in the subdivision and as to the relative value and quality of such improvements, landscaping additions, changes, alternations or restorations. Approval by the Committee shall be arrived at by a simple majority vote of the members.

In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given.

The Committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. Any approval obtained hereunder, whether by default or otherwise, shall be null and void unless construction is commenced within 180 days after the date of approval or date of original sale whichever occurs later.

2.4 Rules. The Committee may establish rules consistent with the standards set forth herein to govern the construction of any improvements, landscaping, additions or changes on units in the Subdivision.

**ARTICLE 3 - GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS LOTS 36-79**

3.1 Land Use. Use of all lots is governed by the Zoning Regulations for the Village of New Bremen, Ohio, as presently enacted or hereafter amended.

3.2 Lots 36-42 and Lots 67-78 inclusive shall be used for single family residential purposes exclusively only as approved by the Committee.

3.3 Lots 43-66 shall be used exclusively for residential purposes as approved by the Committee.

3.4 Lot 79 shall be used for general commercial purposes as approved by the Committee in its discretion.

3.5 No lot shall be subdivided except as approved by the Committee and as expressly authorized by the Village of New Bremen Planning Commission.

3.6 Building setbacks shall be observed, as provided on the Plat subject to such encroachments as may be permitted by, applicable zoning laws and ordinances and shall be subject to any minimum building setback lines set forth in the applicable zoning laws and ordinances.

3.7 All lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Committee for itself and its agents, the right, but not the obligation, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, weeding, clearing, or cutting brush, weeds or other unsightly growth and trash which in the opinion of the Committee detracts from the overall beauty or safety of the Subdivision.

Such entrance upon such property for such purposes shall be during daylight hours on any day except Sunday, and shall not constitute a trespass. The Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity; provided, however, that such lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering such lot. The provisions of this Section shall not be construed as an obligation on the part of the Committee to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

3.8 Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the lot at any time except during refuse collection.

3.9 No oil or natural gas drilling, refining, quarrying or mining operations shall be permitted upon any lot. Containers for storage of home heating oil or propane gas for use by the individual property owner only, shall be allowed and shall be installed underground.

3.10 All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions:

- As authorized in Section 4.7.
- Builder and contractor signs during construction periods.
- One professional sign of not more than four square feet to advertise a lot for sale during a sales period.

No signs are permitted to be attached to trees.

3.11 All utility lines shall be installed underground.

3.12 Plans for initial landscaping must be submitted to the Committee for approval. A minimum of 4% of the building construction cost shall be allocated for landscaping each lot. Landscaping includes seeding and planting of trees, shrubs and ground covers, excluding rough grading work. Landscape work must be completed within six months of occupancy.

3.13 Construction of a residence or commercial building on any lot is to be completed within three (3) years from the date of the original purchase from The Developer and completion of construction is expected within one (1) year from the date of beginning construction. The Developer reserves the right to repurchase any lot in the Subdivision upon which the construction of the residential or commercial building has not been completed within four (4) years from the date of the original sale from the Developer.

In the event The Developer exercises said repurchase rights, The Developer shall give written notice to the then owner of record of such lot, such notice to be by certified mail addressed to the mailing address for tax notices. The repurchase price which The Developer shall pay for such lot, in the event of such repurchase, shall be the sales price of such lot upon its original sale, without interest or allowance for appreciation in value. The Developer at its sole discretion, may waive its right to repurchase any lot or lots in the Subdivision, but in no event shall The Developer be entitled to exercise the repurchase right after six (6) years from the original sale. The owner shall transfer such lot to The Developer by limited warranty deed free and clear of any liens and encumbrances existing subsequent to the date of the closing of the purchase of lot from The Developer.

3.14 Public Park Area "A", a 0.579 acre plot located on Kamman Circle has been dedicated to the Village of New Bremen to be used exclusively as a Public Park. Maintenance and upkeep of this area shall be provided by a separate landscape contractor contracted by the Village of New Bremen. The Developer shall enter into an agreement with The Village of New Bremen which shall restrict the Village's right to use such public area as park area only and shall subject such public area to the provisions of the Declaration. Each lot (as currently exists or as created in the future and each condominium unit) shall be assessed by the Village a fixed amount to be determined by the Village Council to fund said maintenance and upkeep. Any future phases of Pioneer Subdivision, if any will also be assessed for maintenance and upkeep of said public area.

3.15 No fence shall be constructed on any lot nearer to any street line than the building setback line. Fences shall not be constructed within any utility easement. Otherwise all fence designs and location shall be in keeping with the architectural character of the structure and shall be approved by the Committee.

3.16 Earth mounding within the 40 foot building setback along the entire length of Klee Avenue shall not be altered without the Committee approval except additional landscape planting shall be allowed. Landscape plantings and ground cover within the said setback shall be owned and maintained by the individual lot owner.

3.17 Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

3.18 No animals, livestock or poultry of any kind or description shall be raised, kept or used on any lot in the Subdivision. Dogs, cats or other such household pet may be kept on any lot, provided that no such household pet may be kept on any lot for commercial purposes.

3.19 Outbuildings or detached structures shall be allowed with design and location as approved by the Committee when in keeping with the architectural character of the structure.

3.20 Sidewalks, as provided by the developer, shall be protected during all phases of building construction. Where entry drives or driveways intersect the walk, the concrete shall be cutout at a joint and removed for the drive pavement. Any damaged portion of sidewalks, not to be removed for a drive, shall be repaired by removing the damaged section at a joint and replacing the section with new concrete 4" thick to match existing.

3.21 No boat, boat trailer, house trailer, camper, van, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on any road, street, driveway, yard or lot in the Subdivision for any period of time in excess of 7 days except in garages, or in other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from any street or neighboring yard.

3.22 No private drives shall be permitted onto Klee Avenue, except lot 79, (see Article 4.1).

3.23 On-street parking at Klee Avenue shall be restricted to occasional parking for special occasions only, not to exceed 24 hours.

3.24 The Committee, and The Developer or their agents shall not be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

**ARTICLE 4 - EASEMENTS, COVENANTS AND RESTRICTIONS FOR COMMERCIAL DEVELOPMENT LOT 79 ONLY**

4.1 Access to Lot 79 shall be restricted to one location onto Monroe Street and one location onto Klee Avenue.

Access for Lot 79 shall be as follows:

- From Monroe Street, one 30 foot wide access drive, centerline of said drive located 155 feet west of the east lot line with said drive to be directly opposite the Klee Avenue Drive. Said access drive to include acceleration/deceleration lanes extending a minimum of 55 feet before the access drive centerline in both the westerly and easterly directions with a minimum width of 18 feet.
- From Klee Avenue, one 20 foot wide access drive, centerline of said drive located 125 feet south of the north lot line, with said drive to enter Klee Avenue directly opposite like drive at lot 1.

Access drives shall meet the Village of New Bremen Subdivision Regulations.

4.2 A 25 foot landscape buffer shall be maintained adjacent to the Monroe Street right-of-way and adjacent to the Klee Avenue right-of-way located within the 50 foot building setback and interrupted by the 30 foot access easements only. The landscape buffer and plant material shall be maintained by the individual lot owner. Earth mounding shall not be altered except as approved by the Committee.

4.3 A 25' access easement shall be maintained adjacent to the 25' landscape buffer at Monroe Street and Klee Avenue frontage located within the 50 foot building setback to provide vehicular access along the entire frontage of lot 79. This easement can be modified only by approval of the Committee.

4.4 A 20 foot landscape buffer shall be maintained on the side and rear lot lines which are not adjacent to a public right-of-way, allowing but not including the utility easement. Plant material in this landscape buffer shall be maintained by the individual lot owner. Earth mounding within this area shall not be altered except as approved by the Committee.

4.5 All parking lots shall be constructed of a hard surface material as approved by the Committee, and shall be installed and completed prior to occupancy.

4.6 All parking lots of 1 width 64 feet or greater shall include a landscape buffer as approved by the Committee.

4.7 Commercial advertisement signage shall be mounted on the commercial structure matching the architectural character of the building and shall be approved by the Committee. Detached signage shall be allowed only when approved by the Committee.

**ARTICLE 5 - PROTECTIVE COVENANTS, RESTRICTIONS AND DESIGN CRITERIA RESIDENTIAL LOTS 36-79**

5.1 Lots 36-45 and 47-78 inclusive shall not be subdivided so as to reduce the price of the lot. The foregoing shall not prohibit the construction of one residence upon two (2) or more lots.

5.2 Each single family residential structure erected on lots 36-42 and lots 67-78 inclusive shall have not less than 1800 square feet on the ground floor including attached garage space, but excluding decks and patios and have a minimum ceiling height of not less than eight feet in all enclosed, heated, habitable space.

5.3 Each residential structure erected on lots 43-66 inclusive shall have not less than 1,450 square feet on the ground floor including attached garage space, but excluding decks and patios and have a minimum ceiling height of not less than eight feet in all enclosed, heated, habitable space.

5.4 All single family residences on lots 36-42 and lots 67-78 inclusive shall have a minimum two car garage. Openings of garages should not be visible or partially visible from the street.

5.5 All residences on lots 43-66 inclusive shall have a minimum one car garage. Openings of garages may front on the street as required.

5.6 The use of solar panels shall be permitted when placement and design are part of the architectural character of the structure as approved by the Committee.

5.7 Antennas, satellite dishes and other receiving and/or transmitting equipment shall be installed to minimize visibility from the street and must be approved by the Committee.

5.8 Vents protruding through the roof should be placed on each roof surfaces when possible and/or be painted a color to blend with the roof coloring.

5.9 Swimming pools shall match architectural character of the structure and be approved by the Committee.

5.10 Mail Boxes shall meet U.S. Postal Service specifications, and match the architectural character of the structure and be approved by the Committee.

5.11 Roof drainage, and foundation drains shall be connected to the storm drain provided on each lot.

5.12 All driveways shall be hard surface pavement and should extend from the garage door to the street and be approved by the Committee.

**ARTICLE 6 - EASEMENTS**

6.1 The easement area of each lot in the Subdivision shall be maintained by the owner of such lot, except for those improvements for which a public authority or utility company is responsible.

**ARTICLE 7 - ENFORCEMENT**

7.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement thereto, by any lot owner or by any person or entity using or occupying any lot, then The Developer, the Committee, any lot owner or owners, or the Village of New Bremen shall have the right to compel compliance with the terms and conditions hereof, by any and all such courses of action or legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to such party upon the recurrence or continuation of said violation. If any person is successful in enforcing these restrictions pursuant to this Article, such person may recover from the violating party the costs of such enforcement proceedings, including reasonable attorneys fees.

**ARTICLE 8 - LOT OWNER ACCEPTANCE**

8.1 The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to such lot, or by the execution of a contract for the purchase thereof, whether from The Developer or from a subsequent owner of such lot, shall accept, and shall be deemed to have accepted, such deed or other conveyance and subject to these restrictions herein contained, all of the same being covenants running with the land.

**ARTICLE 9 - TERM AND COMMENCEMENT**

9.1 This Declaration may be amended only by the sole act of The Developer up to the time the Developer relinquishes control of the Committee. Thereafter, a majority vote of the lot owners (with each lot as presently exists or created in the future and each condominium unit, having one vote) may amend this Declaration. Unless so amended this Declaration shall run for an initial period of 30 years with successive automatic renewal periods of 10 years.

**ARTICLE 10 - SEVERABILITY**

10.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidity of anyone of the restrictions shall in no way affect any of the other restrictions.

10.2 The provisions of these restrictions are in addition to, and supplemental of, the Outline Plan conditions set forth on the Plat and any ordinances, laws and regulations of Village of New Bremen, Ohio.

**ARTICLE 11 - COMMITTEE ADDRESS**

11.1 All matters or plans required to be submitted to the Committee for approval or review shall be addressed and delivered to The Committee, Pioneer Subdivision, C/O Kuck Realty, 123 North Main, New Bremen, Ohio 45869, or to such other addresses the Committee shall subsequently designate by written instrument duly recorded in the Records Office of Auglaize County, Ohio.

**ARTICLE 12 - MISCELLANEOUS PROVISIONS**

12.1 Any dispute concerning the provisions of this Declaration shall be resolved by arbitration in accordance with the prevailing rules of the American Arbitration Association.

12.2 In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the opinion of the Committee shall be final, and in no event be deemed arbitrary or capricious.

12.3 The Committee, its members, agents, employees, contractors, and the Village of New Bremen shall not be liable to any owner or any other party for loss, claims or demand asserted on account of their administration of the Committee or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

12.4 The Committee may, adopt, and enforce reasonable rules and regulations pertaining to the construction and use of the lots in the Subdivision, which shall be binding on the owners of lots in the Subdivision in the same manner as this Declaration.



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# PIONEER SUBDIVISION PHASE 2 FOR CROWN CONTROL, INC.

## DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS

### ARTICLE 1

WHEREAS, Crown Control, Incorporated is the owner (herein called "The Developer") of certain real property situated in the County of Auglaize, State of Ohio, consisting of approximately 26.8 acres subdivided into 44 lots, Lots 36 through 79, inclusive, Phase II, Pioneer Subdivision, hereinafter being collectively referred to as the "Subdivision", as described and shown on Final Plan, Pioneer Subdivision, (such Final Plan, including any subsequent amendments thereto, or re-recordings thereof, being hereinafter referred to as the "Plan"):

WHEREAS, The Developer desires to subject the Subdivision and each lot located therein to mutual and beneficial protective covenants, restrictions, reservations, and easements for the mutual benefit of the future owners of said lots.

NOW, THEREFORE, The Developer declares that (I) the Subdivision, and each of the lots therein, shall be subject to the following restrictions, each of which is included for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision; (II) the restrictions contained herein shall run with the land of the Subdivision and each lot therein, and shall be binding on all parties having or acquiring any right, title or interest in any lot or part thereof; and (III) the restrictions contained herein shall before the benefit of each owner of any lot or lots in the Subdivision. The restrictions shall not be binding upon any other land owned by The Developer other than the land contained within the lots in the Subdivision, even though such land may be contiguous with the land in the Subdivision.

### ARTICLE 2 - CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

2.1 Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes, multi-family housing and limited commercial improvements.

2.2 Control Committee. The Control Committee (the Committee) shall be composed of not less than three (3) and not more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be owners of the lots in the Subdivision.

Notwithstanding the foregoing provision, "The Developer" reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs be an owner of a lot in the Subdivision, with such right to continue until The Developer elects (by written instrument duly recorded in the Records Office of Auglaize County, Ohio) to terminate its control of the Committee. After the Developer's control of the Committee has been terminated, the then record owners of the lots in the Subdivision shall have the power, by majority vote, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee. Each lot (as currently exists or as created in the future and each condominium unit) shall have one vote. Any Committee member may step down at anytime with the subsequent vacancy filled by majority vote of the record owners of Pioneer Subdivision including any future development phases. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

2.3 Committee Approval. No building, fence, wall, structure, parking lot, drainage improvement, utility connection, permanent advertising sign, landscaping including existing trees, or other improvement shall be changed, commenced, erected or maintained upon any lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors and location of the same in adequate detail as required by the Committee shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of such construction or landscaping with other construction in the subdivision, and as to the relative value and quality of such improvements, landscaping additions, changes, alterations or restorations. Approval by the Committee shall be arrived at by a simple majority vote of the members.

In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given.

The Committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. Any approval obtained hereunder, whether by default or otherwise, shall be null and void unless construction is commenced within 180 days after the date of approval or date of original sale whichever occurs later.

2.4 Rules. The Committee may establish rules consistent with the standards set forth herein to govern the construction of any improvements, landscaping, additions or changes on units in the Subdivision.

### ARTICLE 3 - GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS LOTS 36-79

3.1 Land Use of all lots is governed by the Zoning Regulations for the Village of New Bremen, Ohio, as presently enacted or hereafter amended.

3.2 Lots 36-42 and Lots 67-78 inclusive shall be used for single family residential purposes exclusively only as approved by the Committee.

3.3 Lots 43-66 shall be used exclusively for residential purposes as approved by the Committee.

3.4 Lot 79 shall be used for general commercial purposes as approved by the Committee in its discretion.

3.5 No lot shall be subdivided except as approved by the Committee and as expressly authorized by the Village of New Bremen Planning Commission.

3.6 Building setbacks shall be observed, as provided on the Plat subject to such encroachments as may be permitted by applicable zoning laws and ordinances and shall be subject to any minimum building setback lines set forth in the applicable zoning laws and ordinances.

3.7 All lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Committee for itself and its agents, the right, but not the obligation, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the committee detracts from the overall beauty or safety of the Subdivision.

Such entrance upon such property for such purposes shall be during daylight hours on any day except Sunday, and shall not constitute a trespass. The Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity; provided, however, that such lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering such lot. The provisions of this Section shall not be construed as an obligation on the part of the Committee to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

3.8 Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the lot at any time except during refuse collection.

3.9 No oil or natural gas drilling, refining, quarrying or mining operations shall be permitted upon any lot. Containers for storage of home heating oil or propane gas for use by the individual property owner only, shall be allowed and shall be installed underground.

3.10 All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions:

- As authorized in Section 4.7.
- Builder and contractor signs during construction periods.
- One professional sign of not more than four square feet to advertise a lot for sale during a sales period.

No signs are permitted to be attached to trees.

3.11 All utility lines shall be installed underground.

3.12 Plans for initial landscaping must be submitted to the Committee for approval. A minimum of 4% of the building construction cost shall be allocated for landscaping each lot. Landscaping includes seeding and planting of trees, shrubs and ground covers, excluding rough grading work. Landscape work must be completed within six months of occupancy.

3.13 Construction of a residence or commercial building on any lot is to be completed within three (3) years from the date of the original purchase from The Developer and completion of construction is expected within one (1) year from the date of beginning construction. The Developer reserves the right to repurchase any lot in the Subdivision upon which the construction of the residential or commercial building has not been completed within four (4) years from the date of the original sale from the Developer.

In the event The Developer exercises said repurchase rights, The Developer shall give written notice to the then owner of record of such lot, such notice to be by certified mail, addressed to the mailing address for tax notices. The repurchase price which The Developer shall pay for such lot, in the event of such repurchase, shall be the sales price of such lot upon its original sale, without interest or allowance for appreciation in value. The Developer at its sole discretion, may waive its right to repurchase any lot or lots in the Subdivision, but in no event shall The Developer be entitled to exercise the repurchase right after six (6) years from the original sale. The owner shall transfer such lot to The Developer by limited warranty deed free and clear of any liens and encumbrances arising subsequent to the date of the closing of the purchase of lot from The Developer.

3.14 Public Park Area "A", a 0.579 acre plot located on Kaman Circle has been dedicated to the Village of New Bremen to be used exclusively as a Public Park. Maintenance and upkeep of this area shall be provided by a private landscape contractor, contracted by the Village of New Bremen. The Developer shall enter into an agreement with The Village of New Bremen which shall restrict the Villages right to use such public area as park area only and shall subject such public area to the provisions of the Declaration. Each lot (as currently exists or as created in the future and each condominium unit) shall be assessed by the Village a fixed amount to be determined by the Village Council to fund said maintenance and upkeep. Any future phases of Pioneer Subdivision, if any will also be assessed for maintenance and upkeep of said public area.

3.15 No fence shall be constructed on any lot nearer to any street line than the building setback line. Fences shall not be constructed within any utility easement. Otherwise all fence designs and location shall be in keeping with the architectural character of the structure and shall be approved by the Committee.

3.16 Earth mounding within the 40 foot building setback along the entire length of Klee Avenue shall not be altered without the Committee approval except additional landscape planting shall be allowed. Landscape plantings and ground cover within the said setback shall be owned and maintained by the individual lot owner.

3.17 Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

3.18 No animals, livestock or poultry of any kind or description shall be raised, kept or bred on any lot in the Subdivision. Dogs, cats or other such household pet may be kept on any lot, provided that no such household pet may be kept on any lot for commercial purposes.

3.19 Outbuildings or detached structures shall be allowed with design and location as approved by the Committee when in keeping with the architectural character of the structure.

3.20 Sidewalks, as provided by the developer, shall be protected during all phases of building construction. Where entry drives or driveways intersect the walk, the concrete shall be sawcut at a joint and removed for the drive pavement. Any damaged portion of sidewalks, not to be removed for a drive, shall be repaired by removing the damaged section at a joint and replacing the section with new concrete 4" thick to match existing.

3.21 No boat, boat trailer, house trailer, camper, van, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on any road, street, driveway, yard or lot in the Subdivision for any period of time in excess of 7 days except in garages, or in other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from any street or neighboring yard.

3.22 No private drives shall be permitted onto Klee Avenue, except lot 79, (per Article 4.1).

3.23 On-street parking at Klee Avenue shall be restricted to occasional parking for special occasions only, not to exceed 24 hours.

3.24 The Committee, and The Developer or their agents shall not be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

### ARTICLE 4 - PROTECTIVE COVENANTS AND RESTRICTIONS FOR COMMERCIAL DEVELOPMENT LOT 79 ONLY

4.1 Access to lot 79 shall be restricted to one location onto Monroe Street and one location onto Klee Avenue.

Access for lot 79 shall be as follows:

- From Monroe Street, one 30 foot wide access drive, centerline of said drive located 165 feet west of the east lot line with said drive to be directly opposite the existing Bear Drive. Said access drive to include acceleration/deceleration lanes extending a minimum of 85 feet from the access drive centerline in both the westerly and easterly directions with a minimum width of 12 feet.
- From Klee Avenue, one 30 foot wide access drive, centerline of said drive located 185 feet south of the north lot line, with said drive to enter Klee Avenue directly opposite like drive at lot 1.

Access drives shall meet the Village of New Bremen Subdivision Regulations.

4.2 A 25 foot landscape buffer shall be maintained adjacent to the Monroe Street right-of-way and adjacent to the Klee Avenue right-of-way located within the 50 foot building setback and interrupted by the 30 foot access easements only. The landscape buffer and plant material shall be maintained by the individual lot owner. Earth mounding shall not be altered except as approved by the Committee.

4.3 A 25' access easement shall be maintained adjacent to the 25' landscape buffer at Monroe Street and Klee Avenue frontage located within the 50 foot building setback to provide vehicular access along the entire frontage of lot 79. This easement can be modified only by approval of the Committee.

4.4 A 20 foot landscape buffer shall be maintained on the side and rear lot lines which are not adjacent to a public right-of-way, abutting but not including the utility easement. Plant material in this landscape buffer shall be maintained by the individual lot owner. Earth mounding within this area shall not be altered except as approved by the Committee.

4.5 All parking lots shall be constructed of a hard surface material as approved by the Committee, and shall be installed and completed prior to occupancy.

4.6 All parking lots of a width 64 feet or greater shall include a landscape buffer as approved by the Committee.

4.7 Commercial advertisement signage shall be mounted on the commercial structure matching the architectural character of the building and shall be approved by the Committee. Detached signage shall be allowed only when approved by the Committee.

### ARTICLE 5 - PROTECTIVE COVENANTS, RESTRICTIONS AND DESIGN CRITERIA RESIDENTIAL LOTS 36-79

5.1 Lots 36-45 and 47-78 inclusive shall not be subdivided so as to reduce the price of the lot. The foregoing shall not prohibit the construction of one residence upon two (2) or more lots.

5.2 Each single family residential structure erected on lots 36-42 and lots 67-78 inclusive shall have not less than 1800 square feet on the ground floor including attached garage space, but excluding decking and patios and have a minimum ceiling height of not less than eight feet in all enclosed, heated, habitable space.

5.3 Each residential structure erected on lots 43-66 inclusive shall have not less than 1,450 square feet on the ground floor including attached garage space, but excluding decking and patios and have a minimum ceiling height of not less than eight feet in all enclosed, heated, habitable space.

5.4 All single family residences on lots 36-42 and lots 67-78 inclusive shall have a minimum two car garage. Openings of garages should not be visible or partially visible from the street.

5.5 All residences on lots 43-66 inclusive shall have a minimum one car garage. Openings of garages may front on the street as required.

5.6 The use of solar panels shall be permitted when placement and design are part of the architectural character of the structure as approved by the Committee.

5.7 Antennas, satellite dishes and other receiving and/or transmitting equipment shall be installed to minimize visibility from the street and must be approved by the Committee.

5.8 Vents protruding through the roof should be placed on rear roof surfaces when possible and/or be painted a color to blend with roof coloring.

5.9 Swimming pools shall match architectural character of the structure and be approved by the Committee.

5.10 Mail boxes shall meet U.S. Postal Service specifications, and match the architectural character of the structure and be approved by the Committee.

5.11 Roof drainage, and foundation drains shall be connected to the storm drain provided on each lot.

5.12 All driveways shall be hard surface pavement and should extend from the garage door to the street and be approved by the Committee.

### ARTICLE 6 - BASEMENTS

6.1 The easement area of each lot in the Subdivision shall be maintained by the owner of such lot, except for those improvements for which a public authority or utility company is responsible.

### ARTICLE 7 - ENFORCEMENT

7.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement thereto, by any lot owner or by any person or entity using or occupying any lot, then The Developer, the Committee, any lot owner or owners, or the Village of New Bremen shall have the right to compel compliance with the terms and conditions hereof by any and all such courses of action or legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to such party upon the recurrence or continuation of said violation. If any person is successful in enforcing these restrictions pursuant to this Article, such person may recover from the violating party the costs of such enforcement proceedings, including reasonable attorneys fees.

### ARTICLE 8 - LOT OWNER ACCEPTANCE

8.1 The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to such lot, or by the execution of a contract for the purchase thereof, whether from The Developer or from a subsequent owner of such lot, shall accept, and shall be deemed to have accepted, such deed or other contract upon and subject to these restrictions herein contained, all of the same being covenants running with the land.

### ARTICLE 9 - TERM AND MODIFICATION

9.1 This declaration may be amended only by the sole act of The Developer up to the time The Developer relinquishes control of the Committee. Thereafter, a majority vote of the lot owners with each lot as currently exists or created in the future and each condominium unit, having one vote) may amend this Declaration. Unless so amended this Declaration shall run for an initial period of 30 years with successive automatic renewal periods of 10 years.

### ARTICLE 10 - SEVERABILITY

10.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of anyone of the restrictions shall in no way affect any of the other restrictions.

10.2 The provisions of these restrictions are in addition to, and supplemental of, the Outline Plan conditions set forth on the Plat and any ordinances, laws and regulations of Village of New Bremen, Ohio.

### ARTICLE 11 - COMMITTEE ADDRESS

11.1 All matters or plans required to be submitted to the Committee for approval or review shall be addressed and delivered to The Committee, Pioneer Subdivision, C/O Kuck Realty, 123 North Main, New Bremen, Ohio 43869, or to such other addresses the Committee shall subsequently designate by written instrument duly recorded in the Records Office of Auglaize County, Ohio.

### ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Any dispute concerning the provisions of this Declaration shall be resolved by arbitration in accordance with the prevailing rules of the American Arbitration Association.

12.2 In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the opinion of the Committee shall be final, and in no event be deemed arbitrary or capricious.

12.3 The Committee, its members, agents, employees, contractors, and the Village of New Bremen shall not be liable to any owner or any other party for loss, claims or demand asserted on account of their administration of the Committee or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

12.4 The Committee may, adopt, and enforce reasonable rules and regulations pertaining to the construction on, and use of the lots in the Subdivision, which shall be binding on the owners of lots in the Subdivision in the same manner as this Declaration.