

PEBBLE BROOK SUBDIVISION

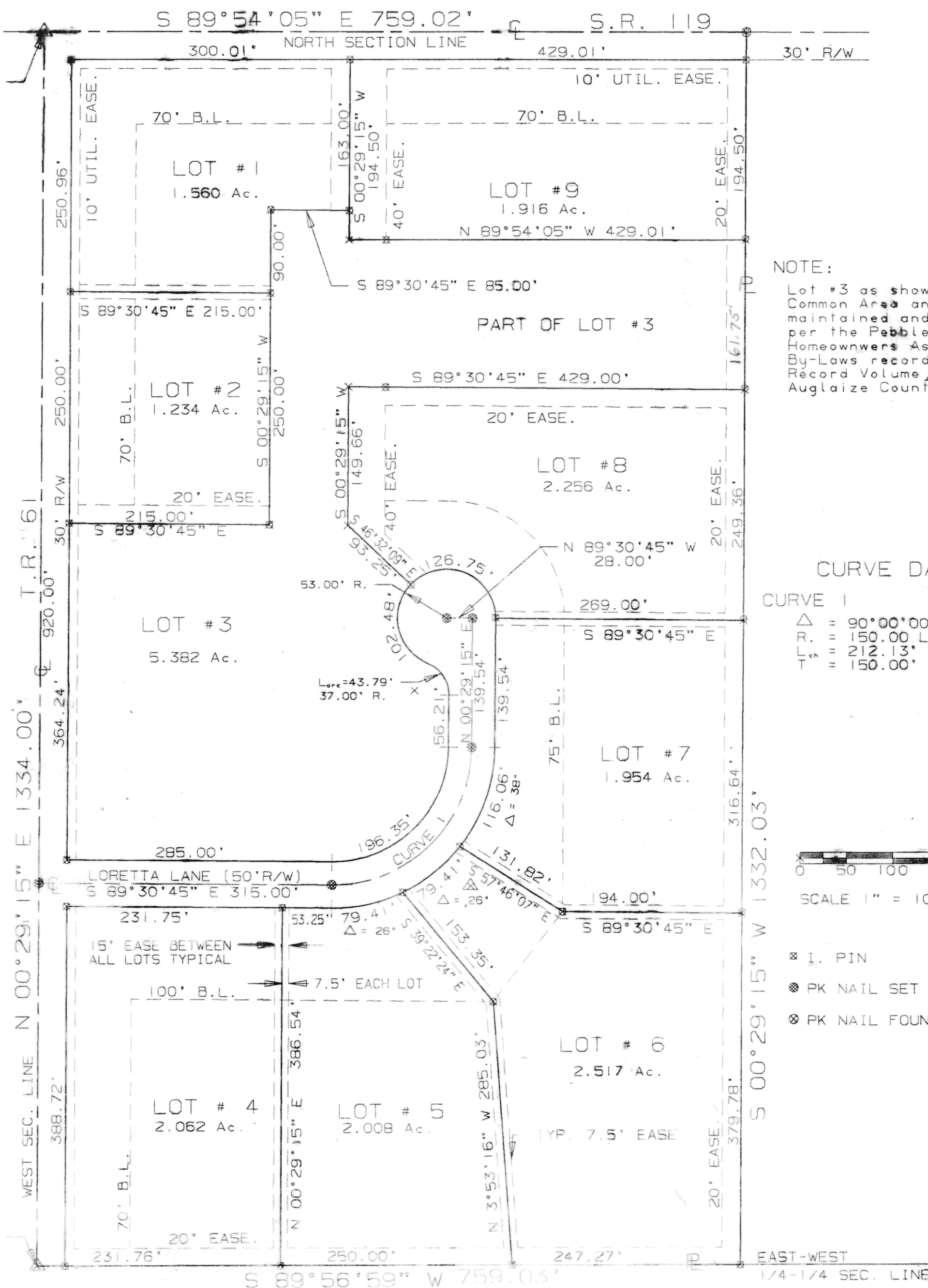
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWN 7 SOUTH, RANGE 4 EAST, JACKSON TOWNSHIP, AUGLAIZE CO., OHIO

Situated in Section 36 Township, 7-S Range, 4-E County, Auglaize Ohio. Containing 23.227 acres and being the same tract as conveyed to and described in the deed recorded in Deed Book 137, Page 466 Auglaize County, Ohio.

SHEET 1 OF 2

R.R. SPIKE OVER N.W. CORNER OF SECTION 36

PK NAIL OVER 1/4 POST OF SECTION 36

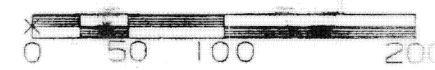


NOTE:

Lot #3 as shown hereon is Common Area and is to be maintained and controlled per the Pebblebrook Homeowners Association By-Laws recorded at Official Record Volume 167, Page 461, Auglaize County, Ohio.

CURVE DATA

CURVE 1
 $\Delta = 90^{\circ}00'00''$
 $R = 150.00' L = 235.62'$
 $L_{ch} = 212.13' N 45^{\circ}29'15'' E$
 $T = 150.00'$

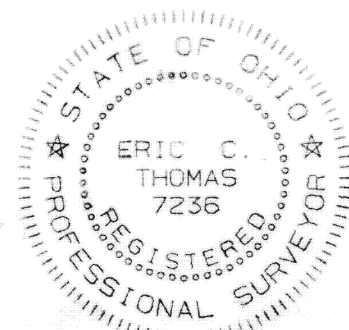


SCALE 1" = 100'

- ✱ I. PIN
- ✱ PK NAIL SET
- ✱ PK NAIL FOUND

DESCRIPTION

Being a parcel of land situated in Jackson Township, Auglaize County, Ohio, in the northwest quarter of Section 36, Township 7 South, Range 4 East and being more particularly described as follows: Beginning a railroad spike marking the northwest corner of Section 36, for the true point of beginning; thence, South 89°54'05" East along the north section line and approximate centerline of S.R. 119 a distance of 759.02' to a P.K. nail; thence, South 00°29'15" West a distance of 1334.00' to an iron pin on the east-west quarter section line; thence, South 89°56'59" West along the quarter-quarter section line a distance of 759.03' to a P.K. nail marking the west quarter post of the northwest quarter; thence North 00°29'15" East along the west section line and approximate centerline of T.R. 61 a distance of 1334.00' to the true point of beginning, containing 23.227 Acres of land more or less.



The undersigned ROGER E. AND THERESA J. BORNHART ^{HUSBAND & WIFE} hereby certify that the attached plat correctly represents their , a subdivision of lots #1 to #9 inclusive, 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 THIS NINTH day of Nov., 1992.

Witness Hutchins & Bornhart Signed Roger E. Bornhart
Odell M. Beld Theresa J. Bornhart

STATE OF OHIO
COUNTY OF AUGLAIZE

BETH A. FORTKAMP
Notary Public, State of Ohio
My Commission Expires April 29, 1997

Before me a Notary Public in and for said County personally came ROGER E. & THERESA J. BORNHART who acknowledged the signing of the foregoing instrument to be their voluntary act and for the purposes therein expressed.

In Witness whereof I have hereunto set my hand and affixed my official seal this 9th day of NOVEMBER, 1992.

By Beth A. Fortkamp

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

By Eric C. Thomas P.E., P.S.

We certify that the road construction plans meet with our approval this 10 day of NOVEMBER, 1992.

Maurice Hutchins
Robert J. Todd
Robert C. Pippelot
Township Trustees

I certify that (improvements are complete, bond has been furnished or surety has been furnished) this 10 day of November, 1992.

Douglas Rindt
County Engineer

I certify that the rules, regulations and applicable health laws have been adhered to this 8th day of December, 1992.

Wm. L. Schmitt
County Board of Health

I certify that the rules, regulations and applicable health laws have been adhered to this 10 day of November, 1992.

Douglas Rindt
County Sanitary Engineer

Approved this 16th day of November, 1992. Paul W. Stencher, President
County Regional Planning Commission

We certify that the roads, streets and or utilities contracts with the developer are legally completed, this 12th day of NOVEMBER, 1992.

Robert W. Fagermuth
Robert V. Wolf
Don Weigman
County Commissioners

Transferred this 14th day of December, 1992. Lauren Schumann
County Auditor

Filed for Record this 14 day of December, 1992 at 9:15 A.M.
Recorded this 14 day of December, 1992 in Plat book Page No. 41-4

Marlene E. Schuman
County Recorder

PEBBLEBROOK SUBDIVISION COVENANTS, EASEMENTS AND RESTRICTIONS

SEC. 36, T7S, R4E, JACKSON TWP., AUGLAIZE COUNTY, OHIO

1. Each lot shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with a private attached or unattached garage for at least two cars, and other outbuildings as hereafter permitted.
2. No residence shall be erected on any lot site the inhabitable area thereof, excluding basements, open porches and garages, being less than 2,400 square feet for a one-story house and 1,800 square feet on the ground floor for a two story dwelling. Walk out basements are considered basements.
3. There shall be no direct drive access to State Route 119 from Lot No. 1 of the Subdivision.
4. No obnoxious or offensive activity of any kind shall be engaged in or on any lot or the common areas, nor shall any owner or occupant thereof, engage in any activity that interferes with the quiet enjoyment, comfort, and health of the residents.
5. Nothing shall be done or kept on a lot or on the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Pebblebrook Homeowners Association ("Association"), and no owner shall permit anything to be done or kept on his lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.
6. Except as provided herein, no animals, livestock, or poultry of any kind, other than dogs, cats, and other household pets, shall be raised, bred, or kept on any lot or on the common area. No animal shall be kept, bred, or maintained for commercial purposes. Exterior compounds, cages, or kennels for the keeping of house pets or hunting dogs are prohibited. As long as the lot shall contain at least two (2) acres, horses may be kept and in such case, a barn, stable, or corral may be constructed, subject to the terms hereof.
7. A separate water well and septic system shall be placed on each lot by the property owner in accordance with the requirements of the Auglaize County Health Department. When and if access to a central public sewage system is available, all residences shall be connected and such public system shall be used as the sole means of sewage disposal for each lot.
8. No building shall be erected nearer the street than the setback line established on the plat. No building shall be erected nearer than 20 feet to any side or rear lot lines.
9. The easements shown on the plat are reserved for the purpose of installing and maintaining public utility facilities and for ingress and egress of construction and delivery vehicles to the lots. Construction vehicle and delivery traffic over Loretta Drive shall be prohibited and such traffic shall use the platted easements for access.
10. On street parking on Loretta Drive shall be restricted to occasional parking for special events only, not to exceed twenty-four (24) hours.
11. No inoperable motor vehicle; no trailer, motorhome, camper, recreational vehicle, boat or boat trailer, snowmobile or snowmobile trailer, air-craft or motorcycle, nor any truck larger than three quarter tons, shall be parked on any lot for more than 72 hours during any 30-day period, unless stored wholly within a private garage.
12. No sign of any kind shall be displayed to the public view on any lot except: a) one sign of not more than two square feet advertising the property for sale; b) and signs used by the Developer to advertise the property for sale.
13. No mobile home, modular home, manufactured home, trailer, shack, garage, barn, or other outbuilding shall be, at any time, used for residential purposes, either temporary or permanent on the lots, nor shall any structure of a temporary nature be used as a residence.
14. No outbuildings shall be constructed except with the prior written approval of the Association with respect to size, material, location and design.
15. (a) 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 Association 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, cleaning, or cutting underbrush, weeds, or other unsightly growth and trash which in the opinion of the Association detracts from the overall beauty or safety of the Subdivision.
(b) Entrance upon any lot for such purposes shall not constitute a trespass. The Association may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon the lot enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering the lot. The provisions of this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.
16. Nothing shall be altered on, constructed on, or removed from the common area except by the consent of the Association.
17. (a) Any new residence, building, or outbuilding erected on any lot in the subdivision must be constructed by Bornhorst Construction, Inc., unless such right is waived in writing by Bornhorst Construction, Inc. Construction of a residence is to be completed within five (5) years from the date of the original purchase from Developer, and completion of construction is expected within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any lot in the Subdivision upon which the construction of the residential building has not been completed within six (6) years from the date of the original sale from Developer.
(b) In the event the Developer exercises the repurchase right set forth in Section 17(a), Developer shall give written notice to the then owner of record of the lot or lots, the notice to be by certified mail addressed to the mailing address for tax purposes. 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. 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 seven (7) years from the original sale. The owner shall transfer the lot or lots to 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 or lots from Developer.
18. The exterior surfaces of any structure to be constructed on any lot shall be comprised only of stone, cedar, stucco, or brick, or any combination thereof except with the prior written consent of the Developer with respect to any other material.
19. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, normal wear and tear excepted.
20. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained in the subdivision as long as commercial cable television services are available. Satellite dishes shall be permitted only behind the residence structure and with sufficient landscaping to shield the dish. The Association shall approve prior to installation the proposed location and screening landscaping of satellite dishes.
21. The use of solar panels shall not be permitted.
22. All utility lines shall be installed underground. Containers for storage of home heating oil or propane gas for use by the individual lot owner only shall be allowed and shall be installed underground.
23. 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.
24. Plans for initial landscaping must be submitted to the Association for approval. Although the Association shall have the authority to approve any landscaping plan submitted, it is suggested as a guideline that a minimum of four percent (4%) of the building construction cost be allocated for landscaping each building site. Landscaping includes seeding and planting of trees, shrubs, and ground covers, excluding rough grading work. Landscape work must be completed within six (6) months of occupancy.
25. No hedge or fence will be permitted except with the prior written approval of the Association with respect to size, material, location and design.
26. Vents protruding through the roof should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.
27. Swimming pools shall match architectural character of the structure and be approved by the Association.
28. The Association shall designate a mailbox design which must be used by each lot owner. The mailbox erected by the lot owner shall meet U.S. Postal Service specifications.
29. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.
30. All driveways shall be hard surface pavement and should extend from the garage door to the street and be approved by the Association.
31. These conditions, limitations, and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in the Subdivision, without being incorporated herein, and the acceptance of any contract, deed, lease or instrument relating therein shall operate as a covenant to use the premises and construct improvements thereon in conformity with the conditions, limitations, and restrictions set forth herein which are for the use and benefit of every person who shall or may become the owner of or have any title to any lot located in the Subdivision.
32. The foregoing reservations, restrictions, conditions, covenants, obligations and charges may be changed, modified, altered, amended, or annulled at any time upon the action, in writing, of the owners of a three-fourths majority of the lots.
33. Should any one or more of the foregoing restrictions, covenants, or conditions at any time in the future be held to be 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.
34. The covenants, conditions, and restrictions imposed are for the benefit of all the lot owners and are to run with the land, and shall be binding on all parties and persons claiming under such lot owners for a period of thirty (30) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten years, unless otherwise agreed to in writing by three-fourths vote of the lot owners within the Subdivision.
35. Final interpretation and enforcement of the above restrictions, covenants, obligations and charges will be the responsibility of the Association. This Association will be made up of the lot owners in the Subdivision as set forth in a certain Declaration of Bylaws, Covenants, Conditions, and Restrictions recorded at Official Record Volume _____, Page _____, Auglaize County, Ohio.
36. The Association or the owner of any lot shall be entitled to prosecute any proceeding at law or in equity provided herein, against any person or entity violating or attempting to violate any of the covenants, conditions or restrictions contained herein.
37. These conditions, limitations and restrictions set forth herein shall be considered part of any contract deed, lease or instrument relating to any lot in the Pebblebrook Subdivision, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating therein shall operate as a covenants to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of or have any title to any lot located in Pebblebrook Subdivision.