

**NORTH CREST SUBDIVISION  
RESTRICTIVE COVENANTS  
AFFECTING LOTS 1,2,3,4,5,6 AND 7**

2  
2

1. All dwellings shall contain at least 1000 square feet of living space, excluding garages, porches and basements. All dwellings shall have an attached garage.
2. All residential dwellings shall be constructed of new material, and all construction shall be completed within one (1) year from the date of commencement.
3. All buildings erected on said parcels shall be maintained in substantial repair; and the grass, trees, shrubs, hedges and landscape shall be reasonably trimmed and attended.
4. 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 parcels and as to the location of the building with reference to topography and finished ground elevation by an architectural Committee composed of three individuals appointed by RONALD E. BECKER and KAMILLE BECKER, their 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.
5. 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.
6. The foregoing restrictions, covenants and conditions shall run with the land and shall be binding on all future owners of all parcels 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 (80%) percent of the then owners of said parcels.
7. 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.
8. 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.

IN WITNESS WHEREOF, the undersigned has executed this document specifying and imposing said RESTRICTIVE COVENANTS, all of which are incorporated herein by reference to the deeds to be executed and delivered in the future transfer and sale of said parcels.

WITNESSES:

Jackie Carpenter

BY:

Ronald E. Becker  
Ronald E. Becker

Kamille A. Becker

BY:

Kamille A. Becker  
Kamille A. Becker

**ACKNOWLEDGEMENT**

STATE OF OHIO

SS

COUNTY OF AUGLAIZE

Before me, a Notary Public in and for said County and State, personally appeared the above-named R.E. BECKER and KAMILLE BECKER, 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 testimony whereof, I have hereunto set my hand and official seal at Wapakoneta, Ohio this 31st day of May, 1992.



Jackie Carpenter  
Notary Public

JACKIE CARPENTER, Notary Public  
State of Ohio  
My Commission Expires August 4, 1994

**PLANNING COMMISSION APPROVAL**

The Planning Commission of the City of Wapakoneta hereby certifies that the above plat was approved by said Commission on the 31st day of MARCH, 1993.

Chairman

Secretary

John E. Smith  
Thomas W. Steinkamp

**CERTIFICATE OF CONDITIONAL ACCEPTANCE**

I hereby certify that the above plat was approved and the utility easements as shown hereon and dedicated herewith, were accepted by the City of Wapakoneta with the following condition:

AT THE TIME THE CORPORATE LIMITS OF THE CITY OF WAPAKONETA BECOME CONTIGUOUS WITH ANY BOUNDARY LINE OF THE "NORTH CREST SUBDIVISION", THE OWNERS, OR FUTURE OWNERS OF ANY LOT HEREIN SHALL TAKE THE NECESSARY ACTIONS TO CAUSE SAID SUBDIVISION TO BE ANNEXED TO THE CITY OF WAPAKONETA.

Ray A. Katterbach  
Director of Public Service and Safety

date 5/7/93

**AUDITOR'S CERTIFICATE**

This plat was filed for transfer this 16th day of May, 1993.

Fee: \_\_\_\_\_

Ernest Schumann  
Auglaize County Auditor

**RECORDER'S CERTIFICATE**

Number: 3497

#4320

Filed for Record in the Auglaize County Recorder's Office on this 6 day of May, 1993

at 2:25 p.m., and recorded in Plat Cabinet C, Page 47-48

Harold Schumann  
Auglaize County Recorder

COUNTY OF AUGLAIZE  
STATE OF OHIO, SS:

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Affiant further saith naught.

James L. Becker  
James L. Becker

State of Ohio,

County of Auglaize, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named James L. Becker, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Wapakoneta, Ohio this 7th day of May, 1993.

Tina M. Gossard  
Notary Public

Instrument Prepared By: Dennis P. Faller, Attorney at Law  
6 Perry Street, P.O. Box 413 TINA M. GOSSARD  
Wapakoneta, Ohio 45895-0413 Notary Public, State of Ohio  
My Commission Expires July 14, 1997

James L. Becker, being first duly sworn, according to law, states that he has personal knowledge of the facts contained in this Affidavit and further states as follows:

1. Affiant is the owner of the property designated as Lot 1 on the Plat of North Crest Subdivision as filed in the Office of the Recorder of Auglaize County, Ohio on May 6, 1993 in Plat Cabinet C, Slide 47-48.

2. That Affiant subscribed his signature to Page 1 of the Plat (Plat Cabinet C, Slide 47) and acknowledged his signature thereon.

3. Affiant hereby acknowledges that certain Restrictive Covenants and a Certificate of Conditional Acceptance appear on Page 2 of said Plat (Plat Cabinet C, Slide 48) and hereby consents to and acknowledges the imposition of said Restrictive Covenants, Easements, and Conditions to his property located within said Subdivision.

4. That this Affidavit was prepared for purposes of Affiant subscribing his name to the Covenants, Restrictions, or Conditions contained on said Plat and acknowledging his signature before an Officer authorized to take the acknowledgement.

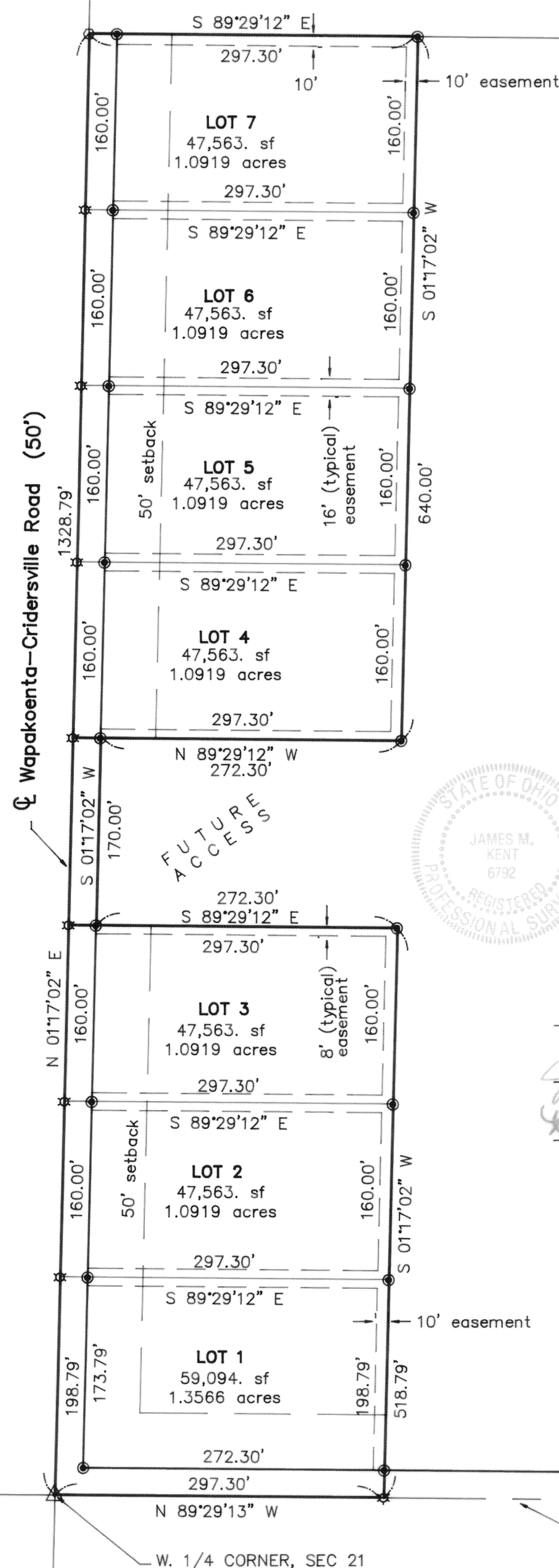
5. Affiant further states that he is an unmarried person.

RECEIVED  
90 MAY 11 AM 9:49  
MARLENE SCHUBERT  
AUGLAIZE CO. RECORDER  
Dennis Faller

# NORTH CREST SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 21,  
T-5-S, R-6-E, DUCHOUQUET TOWNSHIP, AUGLAIZE COUNTY, OHIO.

1  
2



## DESCRIPTION

Beginning at a monument box at the west quarter corner of said Section 21 and the centerline intersection of Infirmary and Wapak-Cridersville Road; thence N 01°17'02"E along the centerline of said Wapak-Cridersville Road and the west line of the south half of the northwest quarter of said Section 21 for a distance of 1328.79 feet to a railroad spike (found); thence S 89°29'12"E along the north line of the south half of the northwest quarter of said Section 21 for a distance of 297.30 feet to a 5/8" re-rod w/cap (set); thence S 01°17'02"W for a distance of 640.00 feet to a 5/8" re-rod w/cap (set); thence N 89°29'12"W for a distance of 272.30 feet to the east right-of-way line of Wapak-Cridersville Road and a 5/8" re-rod w/cap (set); thence S 01°17'02"W along said right-of-way line for a distance of 170.00 feet to a 5/8" re-rod w/cap (set); thence S 89°29'12"E for a distance of 272.30 feet to a 5/8" re-rod w/cap (set); thence S 01°17'02"W for a distance of 518.79 feet to a cotton gin spindle (set) on the south line of the south half of the northwest quarter of said Section 21 and the centerline of Infirmary Road; thence N 89°29'13"W along said line and centerline for a distance of 297.30 feet to the Place of beginning, containing therein 7.986 acres more or less, of which 0.918 acres is road right-of-way.

## DEDICATION

We the undersigned owners of the land shown hereon do hereby dedicate the utility easements to the public forever.

Witness:

*Ronald E. Becker*  
Ronald E. Becker  
*Kamille A. Becker*  
Kamille A. Becker  
*James L. Becker*  
James L. Becker

## GRAPHIC SCALE



## ACKNOWLEDGEMENT

STATE OF OHIO  
COUNTY OF AUGLAIZE

Before me, a Notary Public in and for said County and State aforesaid personally appeared Ronald E. Becker, Kamille A. Becker and James L. Becker the owners of the land shown hereon and acknowledged the signing of the foregoing instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal on this 5th day of May, 1993.

*Jackie Carpenter*  
Notary Public  
JACKIE CARPENTER, Notary Public  
State of Ohio  
My Commission Expires August 4, 1994

## LEGEND

- ☆ COTTON GIN SPINDLE (SET)
- 5/8" RE-ROD W/CAP (SET)
- △ MONUMENT BOX (FOUND)
- RAILROAD SPIKE (FOUND)

**kont**  
s u r v e y i n g

BECKER  
03-19-93