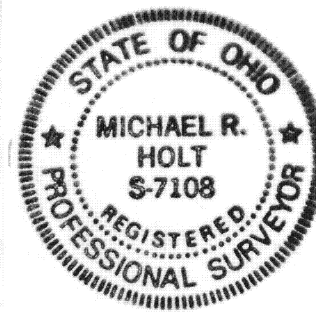


# SURVEYOR'S STATEMENT

I, MICHAEL R. HOLT, HEREBY STATE THAT THIS PLAT IS A TRUE AND CORRECT EXPOSITION OF A SUBDIVISION AND SURVEY PREPARED BY ME, A MEMBER OF FREYTAG AND ASSOCIATES, INC., ARCHITECTS/ENGINEERS FOR CROWN CONTROL, INC., AND BEING PART OF THE TRACT CONVEYED TO CROWN CONTROL, INC. BY THE DEED RECORDED IN OFFICIAL RECORD 68, PAGE 369 OF THE RECORDS OF AUGLAIZE COUNTY, OHIO.

SIGNED AS BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE THIS 13<sup>TH</sup> DAY OF JULY 1993.

*Michael R. Holt*  
MICHAEL R. HOLT  
REGISTERED SURVEYOR No. 7108

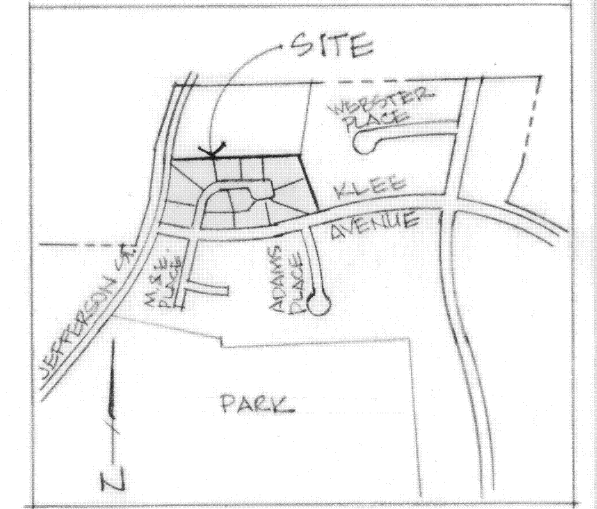
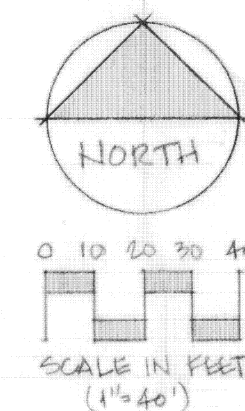
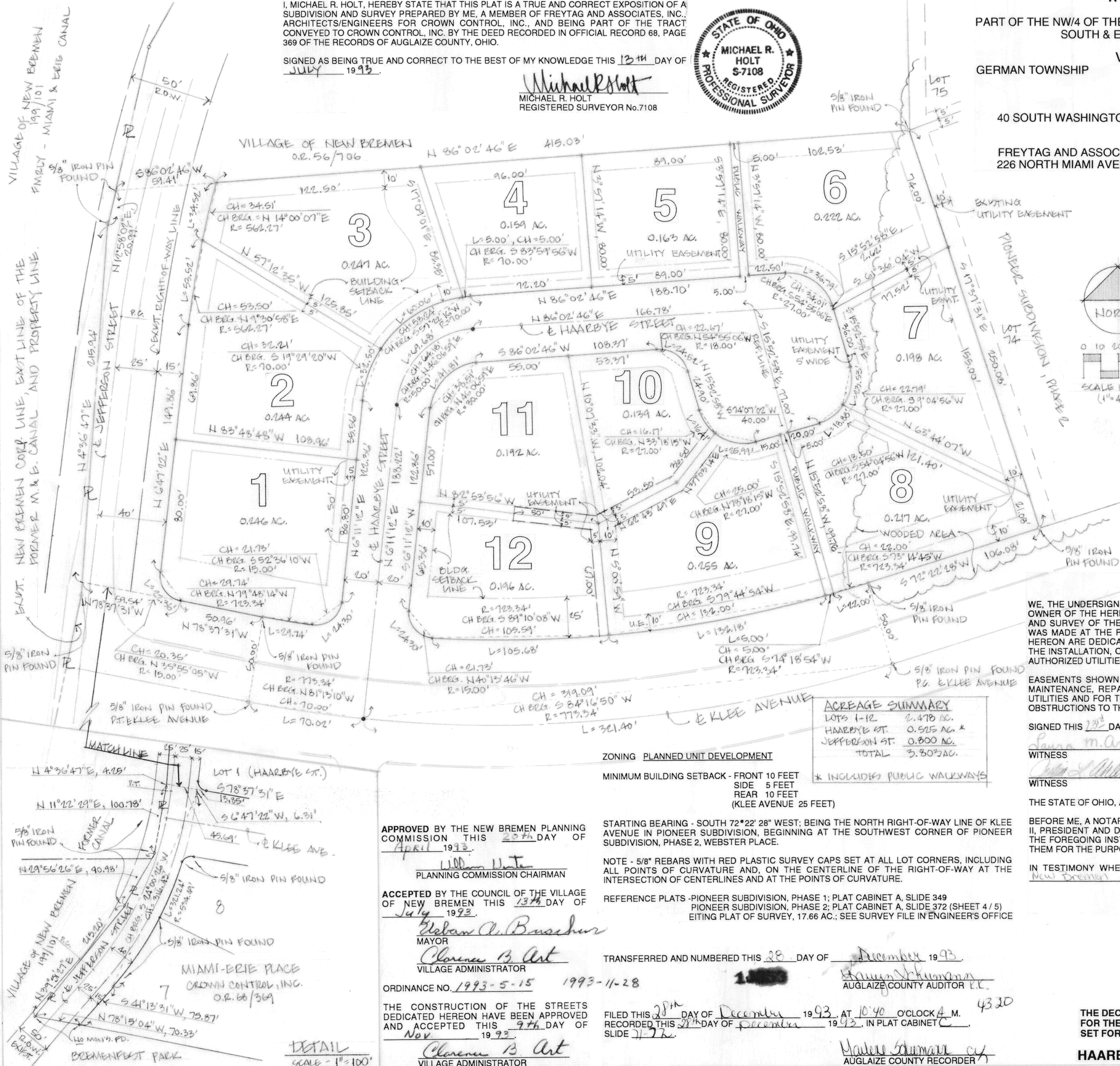


## HAARBYS STREET DEVELOPMENT A PLANNED UNIT DEVELOPMENT

PART OF THE NW/4 OF THE SW/4 OF SECTION 11, TOWN 7 SOUTH, RANGE 4 EAST,  
SOUTH & EAST OF THE FIRST PRINCIPLE MERIDIAN  
IN THE  
VILLAGE OF NEW BREMEN  
GERMAN TOWNSHIP AUGLAIZE COUNTY STATE OF OHIO

FOR  
CROWN CONTROL, INC.  
40 SOUTH WASHINGTON STREET NEW BREMEN, OHIO

BY  
FREYTAG AND ASSOCIATES, INC. ARCHITECTS / ENGINEERS  
226 NORTH MIAMI AVENUE SIDNEY, OHIO 45365



NOTE: 5' WIDE UTILITY EASEMENT AS DESIGNATED ALONG FRONT OF LOTS 1 THRU 9, INCLUSIVE.

### DEDICATION

WE, THE UNDERSIGNED, BEING THE PRESIDENT AND SECRETARY OF CROWN CONTROL, INC., OWNER OF THE HEREON PLATTED LAND, DO HEREBY ASSENT AND ADOPT THE SUBDIVISION AND SURVEY OF THE LAND SHOWN HEREON, AND FURTHER ACKNOWLEDGE THAT THE PLAT WAS MADE AT THE REQUEST OF CROWN CONTROL, INCORPORATED. THE STREETS SHOWN HEREON ARE DEDICATED TO THE PUBLIC USE FOREVER TO BE USED AS ROADWAY AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND/OR REMOVAL OF ALL PROPERLY AUTHORIZED UTILITIES.

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.

SIGNED THIS 13<sup>TH</sup> DAY OF September 1993.

WITNESS

WITNESS

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 23<sup>RD</sup> DAY OF September 1993.

*Theresa M. Moorman*  
THERESA M. MOORMAN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires June 8, 1996

ZONING PLANNED UNIT DEVELOPMENT

MINIMUM BUILDING SETBACK - FRONT 10 FEET  
SIDE 5 FEET  
REAR 10 FEET  
(KLEE AVENUE 25 FEET)

APPROVED BY THE NEW BREMEN PLANNING COMMISSION THIS 20<sup>TH</sup> DAY OF April 1993.

*William W. Harte*  
PLANNING COMMISSION CHAIRMAN

ACCEPTED BY THE COUNCIL OF THE VILLAGE OF NEW BREMEN THIS 13<sup>TH</sup> DAY OF July 1993.

*Clarence B. Art*  
MAYOR  
*Clarence B. Art*  
VILLAGE ADMINISTRATOR

ORDINANCE NO. 1993-5-15 1993-11-28

THE CONSTRUCTION OF THE STREETS DEDICATED HEREON HAVE BEEN APPROVED AND ACCEPTED THIS 9<sup>TH</sup> DAY OF Nov 1993.

*Clarence B. Art*  
VILLAGE ADMINISTRATOR

STARTING BEARING - SOUTH 72°22' 28" WEST; BEING THE NORTH RIGHT-OF-WAY LINE OF KLEE AVENUE IN PIONEER SUBDIVISION, BEGINNING AT THE SOUTHWEST CORNER OF PIONEER SUBDIVISION, PHASE 2, WEBSTER PLACE.

NOTE - 5/8" REBARS WITH RED PLASTIC SURVEY CAPS SET AT ALL LOT CORNERS, INCLUDING ALL POINTS OF CURVATURE AND, ON THE CENTERLINE OF THE RIGHT-OF-WAY AT THE INTERSECTION OF CENTERLINES AND AT THE POINTS OF CURVATURE.

REFERENCE PLATS - PIONEER SUBDIVISION, PHASE 1; PLAT CABINET A, SLIDE 349  
PIONEER SUBDIVISION, PHASE 2; PLAT CABINET A, SLIDE 372 (SHEET 4/5)  
EITING PLAT OF SURVEY, 17.66 AC.; SEE SURVEY FILE IN ENGINEER'S OFFICE

TRANSFERRED AND NUMBERED THIS 28 DAY OF December 1993.

*Theresa M. Moorman*  
AUGLAIZE COUNTY AUDITOR P.C.

FILED THIS 28<sup>TH</sup> DAY OF December 1993 AT 10:40 O'CLOCK A.M.  
RECORDED THIS 28<sup>TH</sup> DAY OF December 1993 IN PLAT CABINET C  
SLIDE 172

*Madeline Schumacher*  
AUGLAIZE COUNTY RECORDER

THE DECLARATION, COVENANTS, RESTRICTIONS AND CONDITIONS FOR THE HEREON PLATTED PLANNED UNIT DEVELOPMENT ARE SET FORTH ON SHEET 2 OF 2, HAARBYS STREET DEVELOPMENT.



AN ORDINANCE VACATING THE PUBLIC SIDEWALK AS SHOWN ON THE HAARBYE STREET DEVELOPMENT SUBDIVISION PLAT TO THE VILLAGE OF NEW BREMEN RECORDED IN PLAT BOOK C, PAGE 71-72, AUGLAIZE COUNTY RECORDER'S PLAT RECORDS, WHICH RUNS BETWEEN LOTS FIVE (5) AND SIX (6) OF SAID HAARBYE STREET DEVELOPMENT SUBDIVISION AND BETWEEN LOT NINE (9) AND LOT EIGHT (8) OF SAID HAARBYE STREET DEVELOPMENT SUBDIVISION.

BE IT ORDAINED by the Council of the Village of New Bremen, County of Auglaize, State of Ohio:

C10-274  
SECTION 1: That this Council finds that a petition signed by the owners of all of the property abutting upon the public sidewalk which runs between Lot 5 and Lot 6 and between Lot 9 and Lot 8 in the Haarbye Street Development Subdivision to the Village of New Bremen, Auglaize County, Ohio, has been presented to this Council, praying that said sidewalk be vacated.

SECTION 2: Council further finds that there is good cause for such vacation of said sidewalk as prayed for, and that such vacation of said sidewalk will not be detrimental to the general interests and ought to be made.

SECTION 3: That the public sidewalk as shown on the Haarbye Street Development Subdivision plat to the Village of New Bremen recorded in Plat Book C, Page 71-72, Auglaize County Recorder's Plat Records, which runs between Lots Five (5) and Six (6) of said Haarbye Street Development Subdivision and between Lot Nine (9) and Lot Eight (8) of said Haarbye Street Development Subdivision, be and the same hereby is vacated.

SECTION 4: That the Village Clerk-Treasurer is instructed to cause a copy of this Ordinance to be recorded in the office of the Recorder of Auglaize County, Ohio.

Dated: JUNE 11, 1996

4637 a  
Robert E. Klein  
ROBERT E. KLEIN, Mayor

Attest:

Diane Gast  
DIANE GAST, Clerk-Treasurer

RECEIVED 14

96 JUN 20 AM 9:47

MARLENE SCHUMANN  
AUGLAIZE CO. RECORDER  
N.B. Village

AFFIDAVIT OF POSTING

STATE OF OHIO, COUNTY OF AUGLAIZE: ss

I, Diane Gast, Village Clerk-Treasurer, Village of New Bremen, Ohio, being first duly sworn, depose and say that on the 21 day of June, 1996, I posted Ordinance 1996-5-16 as provided in Ordinance 1986-1-4.

Diane Gast  
DIANE GAST, Clerk-Treasurer

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public

# HAARBYE STREET DEVELOPMENT DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN CONTROL, INC.

## ARTICLE 1

WHEREAS, Crown Control Inc. is the owner therein called "The Developer") of certain real property situated in the County of Auglaize, State of Ohio, consisting of approximately 3.003 acres subdivided into 12 lots, Lots 1 through 12, inclusive, HAARBYE STREET DEVELOPMENT (hereinafter being collectively referred to as the "P.U.D."), as described and shown on Final Plan, HAARBYE STREET DEVELOPMENT, (such Final Plan, including any subsequent amendments thereto, or re-recordings thereof, being hereinafter referred to as the "Plat").

WHEREAS, The Developer desires to subject the P.U.D. 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 P.U.D., 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 P.U.D.; (II) the restrictions contained herein shall run with the land of the P.U.D. 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 P.U.D.. The restrictions shall not be binding upon any other land owned by The Developer other than the land contained within the lots in the P.U.D., even though such land may be contiguous with the land in the P.U.D..

## ARTICLE 2 - CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

- 2.1 Concept. It is intended that the P.U.D. be developed into a residential community, improved with high quality homes.
- 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 P.U.D..

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 P.U.D., 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 P.U.D. 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 P.U.D. 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 P.U.D., 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 P.U.D. 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 P.U.D..

## ARTICLE 3 - GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS

- 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 shall be used for single family residential purposes exclusively only as approved by the Committee.
- 3.3 No lot shall be subdivided.
- 3.4 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.

- 3.5 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 P.U.D..

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.

- 3.6 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.
- 3.7 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.
- 3.8 All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions.
- 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.

- 3.9 All utility lines shall be installed underground.
- 3.10 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.
- 3.11 Construction of a residence 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 P.U.D. upon which the construction of the residential 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 P.U.D., 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.

- 3.12 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.
- 3.13 Drainage of surface water, storm water, floor drains, and/or foundation drains shall not be connected to sanitary sewers.
- 3.14 No animals, livestock or poultry of any kind or description shall be raised, kept or bred on any lot in the P.U.D.. 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.
- 3.15 No outbuildings or detached structures shall be allowed.
- 3.16 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.
- 3.17 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 P.U.D. 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.
- 3.18 No private drives shall be permitted onto Klee Avenue.
- 3.19 On-street parking at Klee Avenue shall be restricted to special occasions only, not to exceed 24 hours.
- 3.20 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, RESTRICTIONS AND DESIGN CRITERIA

- 4.1 House design shall conform to one of three approved designs. Revisions or changes shall be approved by the Committee.
- 4.2 All residences shall have a minimum one car garage. Openings of garages may front on the street, however, every effort shall be made to screen garage doors as possible. Three off-street parking spaces shall be provided at each residence.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 No permanent swimming pools shall be allowed.
- 4.7 Mail boxes shall meet U.S. Postal Service specifications, and match the architectural character of the structure and be approved by the Committee.
- 4.8 All driveways shall be hard surface pavement and should extend from the garage door to the street and be approved by the Committee.
- 4.9 No on-street parking shall be permitted on Haarbye Street.

## ARTICLE 5 - EASEMENTS

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

## ARTICLE 6 - ENFORCEMENT

- 6.1 In the event of the actual or threatened violation of 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 7 - LOT OWNER ACCEPTANCE

- 7.1 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 8 - TERM AND MODIFICATION

- 8.1 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 9 - SEVERABILITY

- 9.1 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.
- 9.2 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 10 - COMMITTEE ADDRESS

- 10.1 The matters or plans required to be submitted to the Committee for approval or review shall be addressed and delivered to The Committee, Pioneer P.U.D., c/o Kuckhermann Real Estate, Inc., 131 S. Washington St., 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 11 - MISCELLANEOUS PROVISIONS

- 11.1 Any dispute concerning the provisions of this Declaration shall be resolved by arbitration in accordance with the prevailing rules of the American Arbitration Association.
- 11.2 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.
- 11.3 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 or any failure or defect in such administration and performance.
- 11.4 The Committee may, adopt, and enforce reasonable rules and regulations pertaining to the construction on, and use of the lots in the P.U.D., which shall be binding on the owners of lots in the P.U.D. in the same manner as this Declaration.