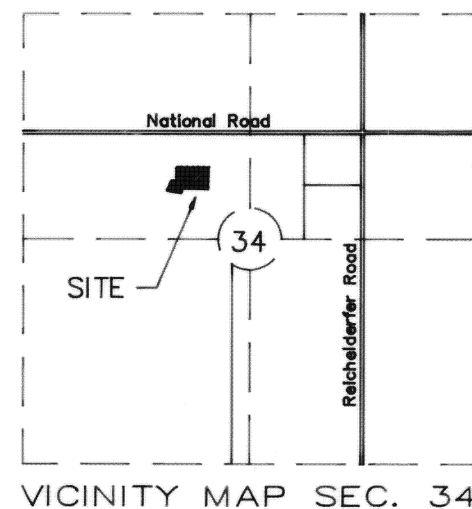


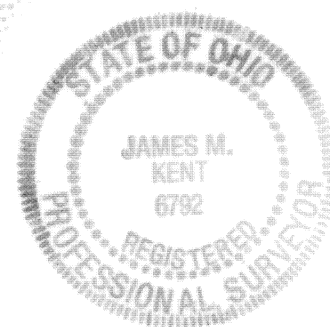
# MEADOWBROOK PLACE PHASE 3-A

Part of the Northwest quarter  
of Section 34, T-4-S, R-6-E,  
Duchouquet Township, Village of Cridersville,  
Auglaize County, Ohio.



MEADOWBROOK  
PLACE #1

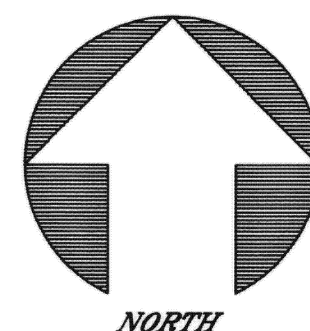
**SHUTT BUILDERS, INC.**  
1125 Shawnee Road  
Lima, OH 45805



*James M. Kent*  
JAMES M. KENT, PS 6792 OH  
1750 Bellefontaine Street  
Wapakoneta, OH 45895

## CURVE DATA

| CURVE   | RADIUS  | LENGTH  | TANGENT | CHORD   | BEARING       | DELTA     |
|---------|---------|---------|---------|---------|---------------|-----------|
| Curve 1 | 298.49' | 116.03' | 58.76'  | 115.31' | S 80°20'58" E | 22°16'23" |
| Curve 2 | 304.59' | 118.40' | 59.96'  | 117.66' | S 80°20'58" E | 22°16'23" |
| Curve 5 | 999.03' | 149.62' | 74.95'  | 149.48' | S 06°02'27" W | 08°34'51" |
| C-3     | 30.00'  | 51.40'  | 34.61'  | 45.34'  | N 42°24'23" W | 98°09'33" |
| C-4     | 30.00'  | 42.35'  | 25.57'  | 38.92'  | S 48°04'22" W | 80°52'57" |



## LEGEND

- ☆ COTTON GIN SPINDLE (SET)
- IRON PIN (FOUND)
- △ CONCRETE MONUMENT (FOUND)
- 5/8" X 30" RE-ROD W/CAP  
SHALL BE SET AT ALL INTERIOR AND  
EXTERIOR CORNERS (AND CURVE POINTS) IN  
ACCORDANCE WITH "MINIMUM BOUNDARY  
STANDARDS", OHIO ADMINISTRATIVE CODE.



( IN FEET )  
1 inch = 60 ft.

7-05-94





# MEADOWBROOK PLACE PHASE 3-A

## DESCRIPTION

Being a part of the Northwest quarter of Section 34, T-4-S, R-6-E, Duchouquet Township, Village of Cridersville, Auglaize County, Ohio and more particularly described as follows:

Commencing at a concrete monument at the Southeast corner of Meadowbrook Place #2; thence S 88 degrees 30' 50" W, along the South line of said Meadowbrook Place #2 for a distance of 202.43 feet to Concrete Monument found on the westerly right-of-way of Concord Drive; thence N 01 degree 29'10"W, along said westerly right-of-way line, for a distance of 131.19 feet to a concrete monument (found); thence S 88 degrees 30' 50" W along the northerly line of Lot 17 and the northerly line of Meadowbrook Place # 3, for a distance of 135.00 feet to a concrete monument (found) and the PLACE OF BEGINNING;

thence S 01 degrees 29' 10"E along the west line of Lot 17 of Meadowbrook Place # 3, for a distance of 150.00 feet to a concrete monument (found) at the northerly right-of-way of Raleigh Creek Drive;

thence S 88 degrees 30' 50"W, along the northerly right-of-way of said Raleigh Creek Drive, for a distance of 3.52 feet, and a concrete monument (found);

thence S 01 degrees 29' 10" E for a distance of 50.00 feet to a concrete monument (found) at the south right-of-way line of said Raleigh Creek Drive;

thence S 01 degrees 31' 36"W, along the westerly line of said Meadowbrook Place # 3, for a distance of 123.36 feet to a 5/8" re-rod w/cap (set);

thence S 88 degrees 30' 50" W for a distance of 199.62 feet to a 5/8" re-rod w/cap (set);

thence along a non-tangent curve which is concave to the east, having a radius of 1024.03 feet, a chord which bears N 1 degree 47' 12"E, and a chord which measures 4.12 feet, for a total arc length of 4.12 feet to a 5/8" re-rod w/cap (set);

thence S 88 degrees 17' 10" W for a distance of 181.93 feet to a 5/8" re-rod w/cap (set);

thence S 26 degrees 38' 39"W for a distance of 17.04 feet to a 5/8" re-rod w/cap (set);

thence N 70 degrees 56' 36" W, for a distance of 148.00 feet to a 5/8" re-rod w/cap (set);

thence N 08 degrees 00' 00" E for a distance of 129.67 feet to an iron pin (found) at the southerly right-of-way line of Raleigh Creek Drive;

thence N 88 degrees 30' 50" E, along said southerly right-of-way line, for a distance of 47.57 feet to a 5/8" re-rod w/cap (set);

thence N 01 degrees 29' 10" W, along the easterly line of Meadowbrook Place # 1, for a distance of 155.00 feet to a 5/8" re-rod w/cap (set);

thence N 88 degrees 30' 50" E, along the southerly line of Meadowbrook Place # 2, for a distance of 469.00 feet and the PLACE OF BEGINNING, containing therein 3.6309 acres and subject to restriction and reservations of record.

## DEDICATION

The undersigned Norman L. Shutt, hereby certifies that the attached plat is a true depiction of land described herein for platting, and further, dedicates all right-of-ways and easements to the public forever.

WITNESS:

*Donald R. Smith*

*Norman L. Shutt*

Norman L. Shutt, Owner/Developer

*Janet M. Conrad*

## ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF AUGLAIZE

Before me a Notary Public in and for said County and State, personally came Norman L. Shutt, who acknowledged the signing of the foregoing instrument to be his free act and deed.

*Marcia S. Jettinghoff*  
Notary Public  
My Comm. Expires 10-10-98

## COVENANTS AND RESTRICTIONS

### Definitions:

The term "Developer" as used herein shall mean Norman L. Shutt, his heirs or assigns.

The term "house" or "dwelling" as used herein shall mean a single family private dwelling with any attached garage or porch, etc.

### Type of Dwelling; Use Thereof:

Lots herein shall be used exclusively for single family private dwellings.

### Siting Requirements:

Setback and sidyard distances shall be established and maintained as required by Village of Cridersville, Zoning Regulations for R-1 single family residential districts or as allowed by the Board of Zoning Appeals.

The restrictions in this section shall not be interpreted to prevent the construction of approved detached buildings, patios, open terraces or wooden decks within said distances.

### Minimum Dwelling Size:

Residential structures shall have a minimum habitable floor area exclusive of basements, open porches and garages as follows:

- Two story homes - 1800 square feet
- Single story homes - 1500 square feet
- Split levels - 1500 square feet, however only one-half of the square footage of the lower level portion shall be counted.

In no case shall a basement or room built with its floor more than 2' below street level be counted as habitable area for the purpose of determining size requirement.

### Architectural Approval:

Any proposed construction must be in compliance with Village of Cridersville zoning regulations or as allowed by the Board of Zoning Appeals.

No dwelling, detached building or fence shall be erected on any lot unless the building plans, specifications and plot plan showing location of such structures have been approved by Developer. Developer shall give notice of approval or rejection within fourteen (14) days after receipt of such plans and specifications. Developer agrees that his approval of such plans and specifications shall not be unreasonably withheld.

Criteria considered in granting approval shall be in conformity with commonly accepted building standards, harmony of external design and color with existing homes in the subdivision and proposed height of foundation in relation to ground elevation. Approval for construction of any out building or fence shall be considered only if such items are designed to be limited in nature, compatible with surrounding architecture and of no apparent detriment to the overall looks of the subdivision.

## Construction Requirements:

Every house must be constructed by an established building contractor approved by the Developer.

Each dwelling shall be constructed of new material and in no case shall an existing structure be moved onto any lot.

Each dwelling shall be built on-site. In no case shall factory built or modular housing be permitted.

All driveways shall be surfaced with asphalt, concrete or other approved material.

Each house must be completed and ready for occupancy within six months from start of construction.

## Occupancy:

Each dwelling constructed must be completed in accordance with the plans and specifications which were submitted and approved before it is occupied.

## Prohibited Activities and Appurtenances:

Sites within the subdivision shall not be used for commercial or business purpose nor shall any advertising sign or device be permitted to be placed or remain on any premise except that nothing herein shall prohibit the display of one sign of not more than six (6) square feet advertising the premises for sale or lease or signs used by the Developer to advertise the premises during the construction and sales period.

No swimming pools of any kind shall be permitted to be placed or suffered to remain on any lot unless same shall be installed in ground so that the top thereof, exclusive of diving boards, shall not be more than one (1) foot above the established grade level of the lot on which said swimming pool is to be installed. This restriction shall not be construed to apply to infant inflatable, or portable wading pools.

No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No housepets shall be permitted to run at large.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers in a location hidden from public view. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in a location which is hidden from public view.

No house trailers, campers, motor homes, boats, motorcycles, or similar equipment shall be stored upon any lots unless concealed within a garage and out of view of the public.

No structure of a temporary character, motor vehicle, trailer, basement, shack, garage, barn or other out-buildings shall be used on any lot at any time as residence, either temporarily or permanently.

## Easements:

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision. Any area designed for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water and any improvements made on or under any easement shall be made at the risk of the owner of the lot upon which such improvements are made.

Any appurtenances or improvements within established easements shall be in compliance with requirements established by the holder of applicable easement.

## Duration of Covenants and Restrictions:

The covenants and restrictions herein above set forth are for the benefit of the owners of all lots in this subdivision and shall run with the land for a period of ten (10) years from the date of recording of this plat, at which time the same shall be automatically extended for successive periods of five (5) years, unless by vote of the majority of the then lot owners the same shall be terminated or be changed in whole or in part.

## Violations:

In the event that any person or persons, violate, or attempt to violate any of the covenants and restrictions herein above enumerated, any lot owner of 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.

## Membership in Meadowbrook Community Club:

Each lot owner in Meadowbrook Subdivision shall be entitled to purchase a yearly family membership in the Meadowbrook Community Club which is owned by the individual owners of units in the Meadowbrook Condominium and which Club is managed by the Meadowbrook Condominium Owner's Association (hereinafter called the "Association"). Each year the Association will establish the cost for such family membership to the lot owners in Meadowbrook Subdivision (and owners in subsequent additions thereto). Each lot owner becoming a member of the Community Club shall abide by all the rules and regulations which may be from time to time imposed by the Association in connection with the operation of the Club.

After the initial membership fee has been established for the first year of operation of the Club, the annual membership fee for each year thereafter may be increased or decreased from year to year as may be determined by the Association. However, in no event will the annual membership fee for lot owners be increased or decreased by a greater percentage than the annual assessments to members of the Association increase or decrease.

## Assignment of Developer's Rights:

Developer may at any time assign all or part of his rights as specified herein to an Architectural Committee or a Homeowners Association or both. In such case the committee and/or the Association shall be composed of individuals who are owners and residents within the subdivision, and in the opinion of the Developer are individuals who will best execute the intent of these regulations.

## Invalidation:

In the event that any part of these covenants or restrictions are invalidated by judgements or court order the remaining covenants and restrictions shall remain valid and in full force and effect.

*Norman L. Shutt*  
Norman L. Shutt, Developer

## VILLAGE OF CRIDERSVILLE APPROVAL

I hereby approve this plat on this 5 day of

July, 1994.

*Robert E. Connor* Mayor

## ACCEPTANCE BY VILLAGE ENGINEER

I hereby state that I have found that the improvements installed by the Developer are constructed in accordance with Village of Cridersville standards.

*James Sheldon*  
James Sheldon, P.E.

## AUDITOR'S CERTIFICATE

This plat was filed for transfer this 6th day of

July, 1994.

Fee \$ \_\_\_\_\_

*Karen Schumann*  
Auglaize County Auditor

## RECORDER'S CERTIFICATE

Number 24681 Filed for record this 6 day of

July, 1994 @ 10:34 A.M. and recorded in Cab. C

Page 83-84

*Marilyn E. Schumann*  
Auglaize County Recorder

