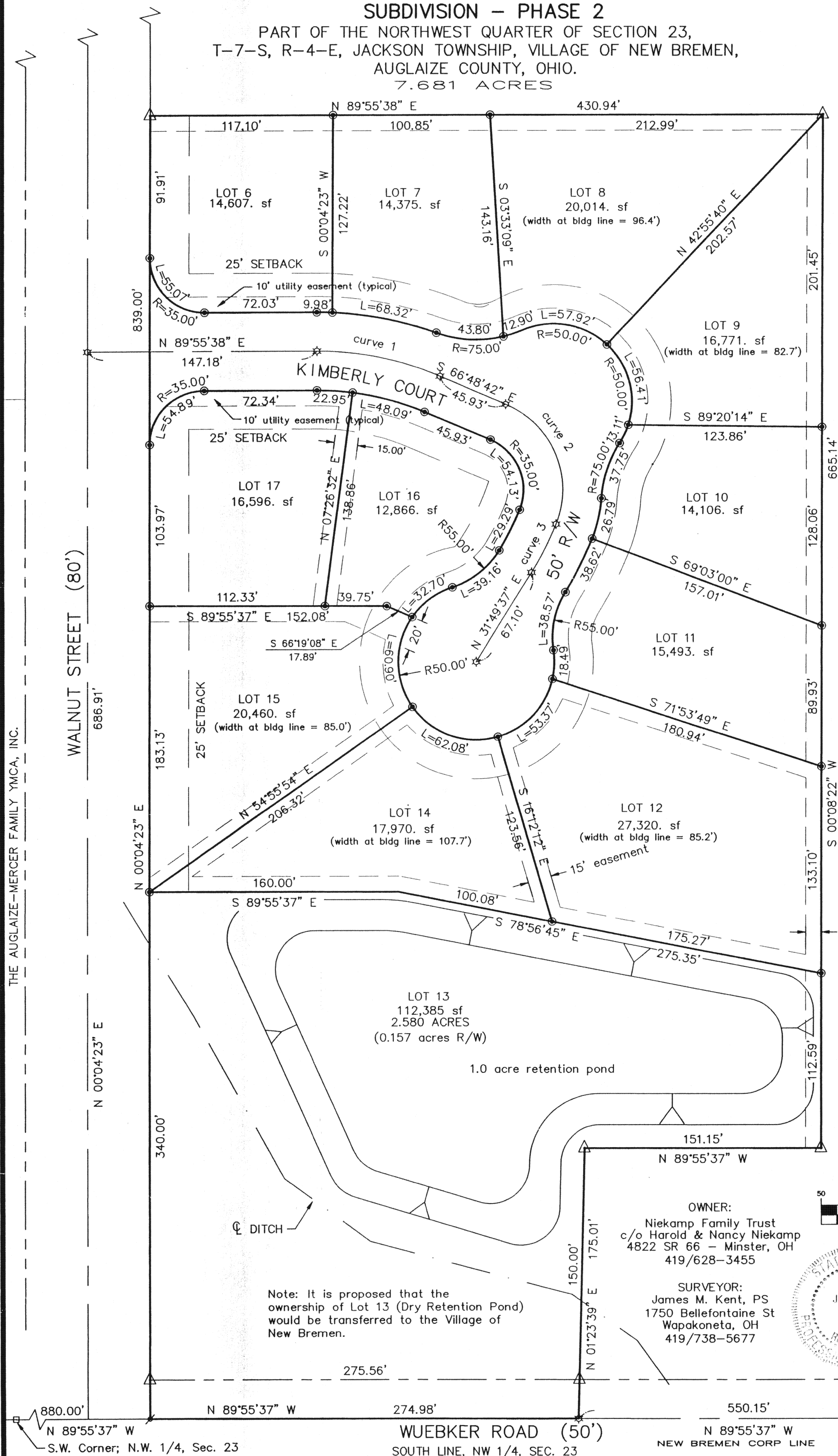


CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
curve 1	200.00'	81.20'	41.17'	80.64'	N 78°26'32" W	23°15'41"
curve 2	60.00'	92.80'	58.57'	83.82'	N 22°30'09" W	88°37'06"
curve 3	200.00'	34.98'	17.53'	34.93'	N 26°49'01" E	10°01'13"

DEERFIELD RUN

SUBDIVISION - PHASE 2

PART OF THE NORTHWEST QUARTER OF SECTION 23,
T-7-S, R-4-E, JACKSON TOWNSHIP, VILLAGE OF NEW BREMEN,
AUGLAIZE COUNTY, OHIO.
7.681 ACRES

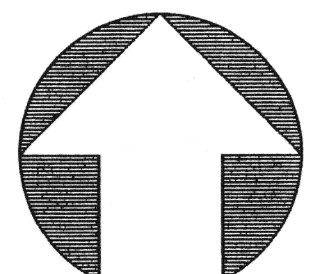


Subject tract was previously
zoned C-2 Commercial;
Zoning was changed to R-1 Single Family Residential
ATTEST:

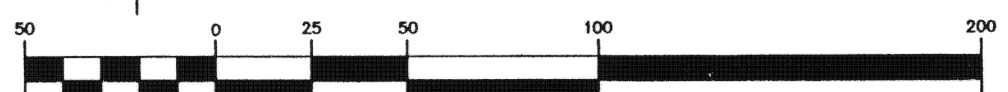
Anthony J. Bales 10-12-99
Anthony J. Bales, Village Administrator Date

LEGEND

- △ CONCRETE MON. W/CAP (SET)
- ☆ COTTON GIN SPINDLE (SET)
- 5/8" RE-ROD W/CAP (SET)
- MONUMENT BOX (FOUND)
- ⦿ P-K NAIL (FOUND)



VICINITY MAP - SECTION 23



(IN FEET)
1 inch = 50 ft.

This plat represents a survey made by me,
and all monuments shall be set prior to
acceptance of improvements by Village.

James M. Kent
JAMES M. KENT, PS 6792 OH

Ikent
surveying
acad - niekpod dwg #2946fp2
December 1, 1998

Revision - Conc. Monuments - 2/23/99
Revision - 10' easement - Kimberly - 3/22/99

OWNER:

Niekamp Family Trust
c/o Harold & Nancy Niekamp
4822 SR 66 - Minster, OH
419/628-3455

SURVEYOR:

James M. Kent, PS
1750 Bellefontaine St
Wapakoneta, OH
419/738-5677

Note: It is proposed that the
ownership of Lot 13 (Dry Retention Pond)
would be transferred to the Village of
New Bremen.

WUEBKER ROAD (50')

NEW BREMEN CORP LINE

S.W. Corner; N.W. 1/4, Sec. 23

DEERFIELD RUN

SUBDIVISION - PHASE 2

SHEET TWO OF TWO

LEGAL DESCRIPTION

Being a part of the northwest quarter of Section 23, T-7-S, R-4-E, Jackson Township, Village of New Bremen, Auglaize County, Ohio and more particularly described as follows:

Commencing at a monument box (found) at the southwest corner of the northwest quarter of said Section 23 and the centerline of Wuebker Road; thence, S 89 degrees 55' 37" E along the south line of said northwest quarter and the centerline of said Wuebker Road, for a distance of 880.00 feet to a p-k nail (found), said nail being the POINT OF BEGINNING for the tract herein described;

thence, N 00 degrees 04' 23" E along the east right-of-way line of Walnut Street, for a distance of 839.00 feet to a 5/8" re-rod w/cap (set);

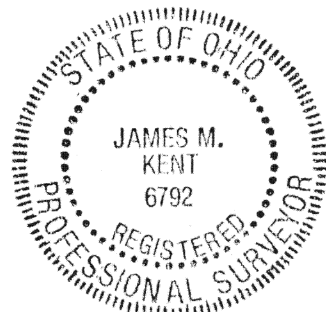
thence, N 89 degrees 55' 38" E for a distance of 430.94 feet to a 5/8" re-rod w/cap (set);

thence, S00 degrees 08' 22" W for a distance of 665.14 feet to a 5/8" re-rod w/cap (set);

thence, N 89 degrees 55' 37" W for a distance of 151.15 feet to a 5/8" re-rod w/cap (set);

thence, S 01 degree 23' 29" W (passing through a 5/8" re-rod w/cap set on the north right-of-way line of Wuebker Road at a distance of 150.00 feet) for a total distance of 175.01 feet to a cotton gin spindle (set) on the south line of the northwest quarter of said Section 23 and the centerline of Wuebker Road;

thence, N 89 degrees 55' 37" W along the aforesaid south line and centerline, for a distance of 274.98 feet to the POINT OF BEGINNING, containing therein 7.681 acres, of which 0.157 acres is road right-of-way.



James M. Kent
JAMES M. KENT, PS 6792 OH

DEDICATION

We, the undersigned representatives for the NIEKAMP FAMILY TRUST, do hereby accept the hereon plat of Deerfield Run, Phase 2 and hereby dedicate the right-of-way and easements shown hereon to the public forever.

In witness whereof on this _____ day of _____, 1999.

WITNESS:

Ronny M. Tarkenton
John B. Bape
Ronny M. Tarkenton
John B. Bape

NIEKAMP FAMILY TRUST:

Harold W. Niekamp
Harold W. Niekamp, Trustee
Nancy L. Niekamp
Nancy L. Niekamp, Trustee

ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF AUGLAIZE

Before me, a Notary Public in and for the County and State aforesaid, personally appeared the above signed representatives for the NIEKAMP FAMILY TRUST, owner 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 14 day of October, 1999.

Linda Fortkamp
Notary Public



COVENANTS AND RESTRICTIONS

All lots in Phase 1 and Phase 2 included in Deerfield Run in New Bremen, Ohio are hereby made subject to the following covenants and restrictions, which shall run with the person, firms, or corporations claiming under them:

- The Deerfield Run Committee must approve all plans.
- Building lines with reference to the streets are as shown on the plat.
- Building and yard requirements shall conform to Section 152.36 of the Planning and Zoning Code of the Codified Ordinances of New Bremen, Ohio.
- The final finished yard grade in the center, at the front elevation of the building, shall be per the Construction Drawings for Deerfield Run, Phase 1 and 2, sheet 5 - Site Grading Plan and Storm Water Pollution Prevention Plan. In the case of corner lots this restriction applies to side yards. In the event that topographical conditions make compliance with this restriction unduly difficult, then yard grades shall be established by the Deerfield Run Committee, and shall be included as a supplementary restriction, and the deed conveying the lot. Said restriction shall run with the lot when conveyed.
- Natural and constructed storm drainage waterways shall not be altered.
- Electrical, telephone, cable television, and any other service shall be underground from existing main trunk to any structure.
- These lots are restricted to residential use only. No residence other than a detached single family dwelling and no more than one such residence shall be constructed on each lot.
- No structure for residential purposes shall be moved upon any lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be placed or used on any lot at any time as a residence, either temporarily or permanently.
- Storage tanks of any kind are strictly prohibited.
- No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at 25 feet from the intersection of the street right-of-way lines. No tree shall be permitted to remain within such triangular area unless the foliage lines are maintained at a sufficient height to prevent obstruction of such sight lines. Deerfield Run Committee shall reserve an easement for entrance signage and/or landscaping.
- No inoperable motor vehicle; or hobby cars; no trailer, motor home, camper, recreational vehicle, boat or boat trailer, snowmobile or snowmobile trailer, jet ski or jet ski trailer, or other chattels of a similar nature shall be parked on any lot for more than 72 hours during any 30-day period, unless stored wholly within a private garage.
- No wood piles or trash piles will be permitted in the front or side yards of any lot.
- Each and every lot and house thereon shall be maintained by the owner in accordance with the general standards of maintenance prevailing throughout the subdivision. All lots shall be kept free of debris and clutter, lawns shall be kept mowed.

- Construction of any building shall be completed within one year from the time construction is commenced. Landscaping must be completed within 12 months of completion of the home.
- The ground floor living area of the main structure, exclusive of attached garages, porches, or breezeways and patios, shall have not less than the following: Minimum floor area for single family dwellings shall be 1500 square feet for one story dwellings, and 1200 square feet on the ground floor for one and a half or two story dwellings. All residences must have a minimum two-car garage with at least 400 square feet. Additionally, all main structures must have a basement of a minimum of 900 square feet.
- Foundation walls of all structures shall be of poured concrete and be a minimum of eight inches in thickness.
- At least 50% of external siding of all structures must be brick, wood, or stone. Used or salvage materials shall not be used on the exterior of any dwelling or other building.
- All homes shall have a minimum roof pitch of 6/12.
- The roof shall be covered with wood, composition, or asphalt shingles.
- No dwelling shall exceed two (2) stories in height.
- All one and a half or two story dwellings shall have a finished stairway to the second floor.
- All driveways shall be concrete, brick, or pavers. Gravel driveways are prohibited.
- No outbuilding shall be constructed upon any lot prior to the construction of the main residence.
- Outbuildings must have a minimum of 350 square feet; be to the rear of the main residence; on a foundation; same roof pitch as house; and same 50% of external siding criteria as house.
- Sidewalks shall be the responsibility of the lot owner and meet Village of New Bremen specifications.
- No animals, livestock, poultry, swine of any kind, shall be raised, bred or kept on any lot except for dogs or cats or other household pets providing that they are not kept, bred or maintained for commercial purposes. Exterior compounds, cages or kennels for keeping of house pets or hunting dogs are prohibited.
- No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than two square feet; one sign of not more than five square feet, advertising the property for sale or rent is permitted. The Deerfield Run Committee may erect a larger sign.
- No noxious or offensive activity shall be carried out on any lot; nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- The protective covenants are in addition to any applicable Village of New Bremen building and zoning regulations and the more restrictive of the two shall prevail.
- The Deerfield Run Committee shall have the right to enforce these covenants and restrictions. Lot owners may also join together to enforce any and all of terms of this agreement. The violation or breach of any of these restrictions shall give the Grantor or any other lot owner the right to enjoin, abate or remedy such violation or breach by appropriate proceedings, either in law or in equity. The cost of such legal proceedings, including reasonable attorney's fees, shall be paid by the party who breached these restrictions. The failure of the Grantor or any other lot owner to enforce any of these restrictions shall not be considered or deemed a waiver of the right to do so in the future.
- In the event of the death or resignation of any member of the Deerfield Run Committee originally appointed, the remaining members of the committee shall have the power to appoint new members to fill the vacancies.
- If any provision of these restrictions is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions.

Harold W. Niekamp
Harold W. Niekamp, Trustee
Nancy L. Niekamp
Nancy L. Niekamp, Trustee

APPROVAL AND ACCEPTANCE

Approved by the New Bremen Planning Commission on this 6th day of JUNE, 1999.

Charles W. Meyer
Planning Commission Chairperson

Accepted by the Council of the Village of New Bremen on this 12th day of OCTOBER, 1999.

Robert E. Klein
Mayor, Village of New Bremen
Anthony J. Rell
Administrator, Village of New Bremen

ORDINANCE NO. 1999-7-22

The construction of the streets dedicated hereon have been approved and accepted this 27th day of

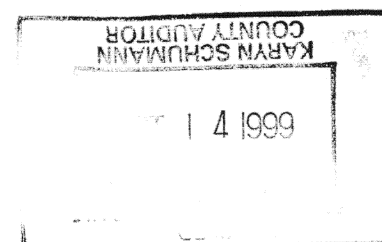
October, 1999
Anthony J. Rell
Administrator, Village of New Bremen

AUDITOR'S CERTIFICATE

This plat was filed for transfer this 14 day of Oct, 1999.

Fee: _____

Karen Schumann
AUGLAIZE COUNTY AUDITOR



RECORDER'S CERTIFICATE

Number: 08997

Filed for record this 14 day of October, 1999

at 3:30 PM, and recorded in Plat Cabinet C, Page 212-213

Ann Bellenger
AUGLAIZE COUNTY RECORDER

Ikent
surveying

acad - niekpud dwg #2946fp2
January 14, 1999

AUGLAIZE COUNTY
COMMON PLEAS COURT
FILED

01 AUG -1 PM 1:44

SUE TILLER HANLER
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF AUGLAIZE COUNTY, OHIO

IN RE:

APPLICATION TO AMEND
THE RECORDED PLATS
OF DEERFIELD RUN SUBDIVISION
PHASE 1 AND 2, VILLAGE OF
NEW BREMEN, AUGLAIZE COUNTY,
OHIO

CASE NO. 2001-CV-0111

ORDER TO AMEND PLATS

* * * * *

This matter is before the Court on the application to amend the plats of Deerfield Run Subdivision Phase 1 and 2 (the "Application") as recorded in Plat Cabinet C, Slide 210-211 as to Phase 1 and Plat Cabinet C, Slide 212-213 as to Phase 2 thereof, and as previously Amended by Action of this Court on Case # 99-205 (the "Plats").

THE COURT FINDS:

1. The Application is before the Court pursuant to ORC§711.17;
2. The Application was filed by more than two-thirds of the proprietors of the land described in the Plats;
3. That consents of all proprietors not signing the Application to the relief requested have been filed with the Clerk;
4. That notice of the Application has been given in compliance with ORC§711.18;
5. That no responses, appearances or other pleadings of any kind have been filed; and
6. That the Application is well taken and the relief requested therein should be granted.

IT IS THEREFORE ORDERED:

1. That the restrictive covenants of Deerfield Run Subdivision Phase 1 and Phase 2 as found on the Plats and Amendments thereto, shall be amended as shown on Exhibit "A" attached.

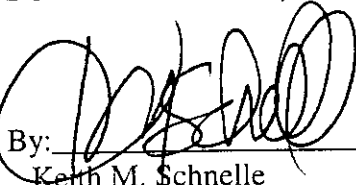
2. That the Clerk of this Court shall cause a certified copy of this Order to Amend Plats to be filed with the Recorder of Auglaize County, Ohio.

/s/ FREDERICK D. PEPPLÉ

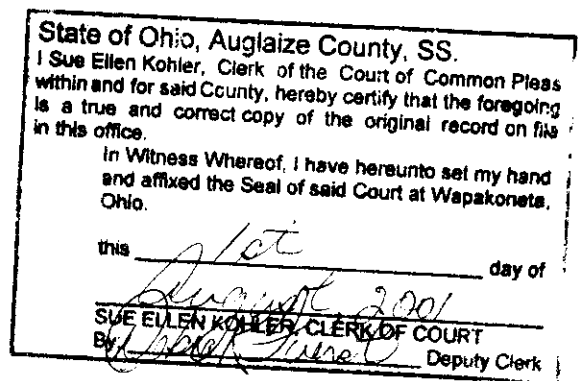
JUDGE FREDRICK PEPPLÉ

APPROVED:

ELSASS, WALLACE, EVANS,
SCHNELLE & CO., L.P.A.

By: 

Keith M. Schnelle
Atty. Reg. No. 0011926
Attorney for Applicants



S:\Holly\My Documents\RE7\NIEKAMP.ORD
05:jms
July 26, 2001

EXHIBIT "A"

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

DEERFIELD RUN SUBDIVISIONS

Phase 1 and 2

Village of New Bremen, Auglaize County, Ohio

Harold W. Niekamp & Nancy L. Niekamp, Trustees of the Niekamp Family Trust, U/A/D 11/21/91 (herein referred to as "Declarants") are the owners of real property located in Village of New Bremen, Auglaize County, Ohio, known by official plat description as Deerfield Run Subdivisions Phase 1, recorded in Plat Cabinet C, Slide 210-211 of the Auglaize County, Ohio Plat Records and Deerfield Run Subdivision Phase 2 pursuant to a plat recorded at Plat Cabinet C, Slide 212-213 of the Auglaize County, Ohio Plat Records (the "Subdivisions").

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting the Subdivisions (the "Lots"), Declarants hereby declare that all of the real property described above and each part thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the described property or any part thereof and be binding on any owner thereof and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This agreement and the easements, covenants, conditions and restrictions set forth in this Declaration shall not be binding upon any other land owned by Declarants other than the land contained within in the Subdivisions, even though other land may be contiguous with the land in the Subdivisions.

ARTICLE I. CONCEPT

- 1.1 It is intended that the Subdivisions be developed into a residential community, improved with high quality single family homes and limited multi-family residential housing uses.

ARTICLE II. PROTECTIVE COVENANTS AND RESTRICTIONS

- 2.1 Land use within the Subdivisions shall be for single family dwellings only, except for limited multi-family dwellings, as may be approved by Developer and as allowed by the Zoning Regulations of the Village of New Bremen, Ohio as presently enacted or hereafter amended.
-

- 2.2 All structures must be constructed under plans and by a contractor approved in writing by an authorized representative of Deerfield Run Development Corporation (the "Developer").
- (a) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 2.3 Except for multifamily residential purposes as approved by the Developer, no Lot shall at any time be divided into more than one (1) building site and no building site shall be less in area than the area of the smallest lot platted in the Subdivisions. A single Lot together with a contiguous portion or portions of one or more adjacent Lots or, subject to limitation on building site size, may be used for one (1) building site, but only upon approval of the Developer. No Lot may be subdivided unless authorized by the Village of New Bremen Planning Commission as well as the Developer.
- 2.4 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 further subject to any minimum building setback lines set forth in the applicable zoning laws and ordinances.
- 2.5 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 or the accumulation of rubbish or debris thereon. No woodpiles will be permitted in the front or side yards of any Lot. In order to implement effective control of these provisions, there is reserved to the Developer for itself and its agents:
- (a) The right, but not the obligation after ten (10) days notice to any owner, to enter upon any 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 Developer detracts from the overall beauty or safety of the Subdivisions.
- (b) Entrance upon any Lot for such purposes shall not constitute a trespass. The Developer 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 line 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 Developer to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.
- 2.6 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.
- 2.7 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.
- 2.8 All signs, billboards or advertising structures of any kind are prohibited with the following exceptions:
-

- (a) Builder and contractor signs during construction periods;
- (b) One professional sign of not more than four square feet to advertise a Lot for sale during a sales period; and
- (c) Developer's sign or signs advertising the Subdivisions.

2.9 All utility lines shall be installed underground.

2.10 Plans for initial landscaping must be submitted to the Developer for approval. Although the Developer shall have the authority to approve any landscaping plan submitted, it is suggested as a guideline that a minimum of three percent (3%) of the building construction cost 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 (6) months of occupancy.

2.11 Construction of a building on any Lot (single family or multi family, as approved) is to be completed within five (5) years from the date of the original purchase from Declarant, and completion of construction on a single family or multi family residence is expected within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any Lot 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.

2.12 In the event the Developer exercises the repurchase right set forth in section 2.11, Developer shall give written notice to the then owner of record of the Lot or Lots, the notice to be certified mail addressed to the mailing address for tax purposes. The repurchase price which the Developer shall pay for any 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 Subdivisions, but in no event shall the Developer be entitled to exercise the repurchase right. 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.

2.13 Each single family residential structure erected on any Lot site shall have not less than 1,500 square feet for one story dwellings, and 750 square feet on the ground floor for one and one half or two story dwellings, excluding garage space and basement, decking and patios, and shall have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable space (except basements). All single family residential structures must have a basement of poured concrete walls with a minimum of eight (8) inches thickness.

2.14 All single family residences shall have a minimum two (2) car attached garage with at least 400 square feet.

- 2.15 Basement foundation walls of all residential structures shall be of poured concrete and be a minimum of eight (8) inches in thickness. Foundation walls of an attached garage or non-residential structure may be of concrete block with a minimum of eight (8) inches in thickness.
 - 2.16 At least 50% of external front siding of all structures must be brick, wood, or stone. Used or salvage materials shall not be used on the exterior of any structure.
 - 2.17 All structures shall have a minimum roof pitch of 6/12. The roof shall be covered with wood, composition, or asphalt shingles.
 - 2.18 No structure shall exceed two (2) stories in height. All one and a half or two story structure shall have a finished stairway to the second floor.
 - 2.19 The use of solar panels shall not be permitted.
 - 2.20 No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes shall be erected, placed or maintained on any Lot so long as commercial cable television service is available to the Subdivisions or as approved by Developer.
 - 2.21 Vents protruding through the roof of any structure should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.
 - 2.22 All driveways shall be concrete, brick, or pavers. Gravel driveways are prohibited. All driveways must extend from the garage door to the street and be approved by the Developer.
 - 2.23 Fences shall not be constructed within the Subdivisions unless approved in writing by the Developer. No hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-ways and a line connecting them at 25 feet from the intersection of the street lines. No tree shall be permitted to remain within such triangular area unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines. Developer shall reserve an easement for entrance signage and/or landscaping on Lots adjoining the entrance to the Subdivisions.
 - 2.24 Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.
 - 2.25 Swimming pools shall match architectural character of the structure and be approved by the Developer.
 - 2.26 The Developer 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.
 - 2.27 No animals, livestock or poultry of any kind or description shall be raised, kept or bred on any Lot in the Subdivisions. Dogs, cats or other usual household pets may be kept on any lot, provided that
-

no such household pet may be kept on any Lot for commercial purposes. Exterior compounds, cages, or kennels for keeping house pets or hunting dogs are prohibited.

- 2.28 Outbuildings must have a minimum of 350 square feet; be to the rear of the main residence; on a foundation; same roof pitch as residence; and same 50% of external front siding criteria as residence unless specifically approved by Developer. No outbuilding shall be constructed upon any lot prior to the construction of the residence thereon.
- 2.29 Sidewalks shall be the responsibility of the lot owner and meet Village of New Bremen specifications. All sidewalks are to be installed during construction of residence and completed prior to occupancy.
- 2.30 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 for any period of time in excess of seven (7) days except in an enclosed garage. No truck of any size greater than a pickup truck shall be parked on any part of the Subdivisions at any time except such limited periods as may be necessary to service any part of the Subdivisions. No inoperable motor vehicle shall be parked on any part of the Subdivisions at any time except within an enclosed garage. No owner shall repair any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or on any street in the Subdivisions, except in an enclosed garage, unless and except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- 2.31 On street parking within the Subdivisions shall be restricted to occasional parking for special occasions only, not to exceed twenty-four (24) hours.
- 2.32 Developer, or its representatives, 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.
- 2.33 No noxious or offensive activity which would constitute a nuisance shall be carried on any Lot.
- 2.34 Each owner shall, at his sole cost and expense, keep and repair the residence or any structure constructed on a Lot, keeping the same in a condition comparable to the condition at the time of initial construction, normal wear and tear excepted.

ARTICLE III. EASEMENTS AND DRAINAGE TILE

- 3.1 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivisions. No structure or other materials or improvements that may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The easement area of each Lot shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility are responsible.
-

ARTICLE IV. ENFORCEMENT

- 4.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them by any lot owner or by any entity using or occupying any Lot, then Developer, any Lot owner or owners, or the Village of New Bremen, shall have the right to compel compliance with the terms and conditions of this Declaration, 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 the party upon the recurrence or continuation of the violation.

ARTICLE V. LOT OWNER ACCEPTANCE

- 5.1 The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to the lot, or by the execution of a contract for the purchase of the lot, whether from Declarants or from a subsequent owner of the lot, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

ARTICLE VI. TERM AND MODIFICATION

- 6.1 This Declaration may be amended only by the Declarants. After all Lots in the Subdivisions are sold by the Declarant, this Agreement may be amended by a majority vote of the lot owners (with each lot as currently exists or created in the future and each condominium unit having one (1) vote). Unless so amended, this Declaration shall run for an initial period of thirty (30) years with successive automatic renewal periods of ten (10) years each.

ARTICLE VII. SEVERABILITY

- 7.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way affect any of the other restrictions.
- 7.2 The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the Village of New Bremen, Ohio.

ARTICLE VIII. DEVELOPER ADDRESS

- 8.1 All matters or plans required to be submitted to the Developer for approval or review shall be addressed and delivered to:
- Deerfield Run Development Corp
4822 SR 66
Minster, Ohio 45865

ARTICLE IX. MISCELLANEOUS PROVISIONS

- 9.1 In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the opinion of the Developer shall be final and in no event be deemed arbitrary or capricious.
- 9.2 The Developers, its agents, and employees, , shall not be liable to any owner or any other party for loss, claims or demand asserted on account of their administration of these restrictions or the performance of its duties hereunder or any failure or defect in such administration and performance.
- 9.3 The Developer may adopt and enforce reasonable rules and regulations pertaining to the construction on and use of the lots in the Subdivisions, which shall be binding on the owners of lots in the Subdivisions in the same manner as this Declaration.
- 9.4 Nothing in this Declaration shall be understood or construed to:
- (a) Prevent Declarants or their agents or employees from doing on any part or parts of the Subdivisions owned or controlled by Declarants, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots within the Subdivisions.
 - (b) Prevent Declarants or the employees, contractors or subcontractors of Developer from constructing and maintaining on any part or parts of the Subdivisions property owned or controlled by Developer, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivisions as a residential community, and the disposition of lots by sale, lease or otherwise.
 - (c) Prevent Declarants or agents or employees, from conducting on any part or parts of the Subdivisions property owned or controlled by, Declarants the business of completing such work, of establishing the Subdivisions as a residential community and of disposing of Lots by sale, lease or otherwise.
 - (d) Prevent Declarants, from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease or otherwise of Subdivisions lots.

200100006523 
Filed for Record in
AUGLAIZE COUNTY, OHIO
ANN BILLINGS
08-01-2001 At 03:14 PM.
AMENDMENT 42.00
OR Book 440 Page 1948 - 1956

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ANN BILLINGS
AUGLAIZE CO. RECORDER

VOL 380 PAGE 0364

AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS

DEERFIELD RUN SUBDIVISION, PHASES 1 AND 2,
VILLAGE OF NEW BREMEN,
AUGLAIZE COUNTY, OHIO

VOL 380 PAGE 0365

1. Section 15 of the covenants and restrictions as found on the plats of Deerfield Run Subdivision Phase 1 and Deerfield Run Subdivision Phase 2 are hereby amended to read as follows:

The ground floor living area of the main structure, exclusive of attached garages, porches, or breezeways and patios, shall have not less than the following: Minimum floor area for single family dwellings shall be 1500 square feet for one story dwellings, and 750 square feet on the ground floor for a one and a half or two story dwellings. All residences must have a minimum two car garage with at least 400 square feet.

2. Section 16 of the covenants and restrictions as found on the plats of Deerfield Run Subdivision Phase 1 and Deerfield Run Subdivision Phase 2 are hereby amended to read as follows:

Each home is to have a basement, all basement walls shall be poured concrete and be a minimum of eight inches in thickness.

3. Section 17 of the covenants and restrictions as found on the plats of Deerfield Run Subdivision Phase 1 and Deerfield Run Subdivision Phase 2 are hereby amended to read as follows:

At least 50% of external front siding of all structures must be brick, wood, or stone. Used or salvage materials shall not be used on the exterior of any dwelling or other building.

4. All other covenants and restrictions of Deerfield Run Subdivision as found on the recorded plats thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarants have hereunto set their hands this 20th day of October, 1999.

Nicholas E. Ziegenfuss
Witness

Harold W. Niekamp
HAROLD W. NIEKAMP, Trustee
of the Niekamp Family Trust

Christine E. Munaberg
Witness

Nancy L. Niekamp
NANCY L. NIEKAMP, Trustee
of the Niekamp Family Trust

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HAROLD W. NIEKAMP and NANCY L. NIEKAMP, Trustees of the Niekamp Family Trust u/a/d November 21, 1991 (hereinafter referred to as "Declarants") are the owners in fee simple of certain real property located in the Village of New Bremen, Auglaize County, Ohio, a portion of which is known by official plat designation as DEERFIELD RUN SUBDIVISION PHASE 1, pursuant to a plat recorded on October 14, 1999 in Plat Cabinet C, Slide 210-211, of the Auglaize County, Ohio plat records and as further described on Exhibit "A" attached hereto and further known as DEERFIELD RUN SUBDIVISION PHASE 2, (both phases referred to herein collectively as Deerfield Run Subdivision) pursuant to a plat recorded on October 14, 1999 in Plat Cabinet C, Slide 212-213, of the Auglaize County, Ohio plat records and as further described on Exhibit "B" attached hereto.

WHEREAS, the recorded plats of Deerfield Run Subdivision contain covenants and restrictions as to the use of the lots therein; and

WHEREAS, the Declarants, as the owner of all lots in Deerfield Run Subdivision, wish to amend certain covenants and restrictions as found on the recorded plats thereof;

NOW THEREFORE, the covenants and restrictions of Deerfield Run Subdivision Phases 1 and 2 are hereby amended as follows:

STATE OF OHIO)
) ss
 COUNTY OF AUGLAIZE)

Before me, a notary public in and for said County and State, personally appeared the above named HAROLD W. NIEKAMP and NANCY L. NIEKAMP, Trustees of the Niekamp Family Trust u/a/d November 21, 1991, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at New Bremen, Ohio this 20 day of October, 1999.

Christine E. Shinabery
 Notary Public
 CHRISTINE E. SHINABERY
 NOTARY PUBLIC, AUGLAIZE COUNTY, OHIO
 MY COMMISSION EXPIRES 9/19/01

*This instrument prepared by KEITH M. SCHNELLE
 of the firm of ELSASS, WALLACE, EVANS,
 SCHNELLE & CO., L.P.A.
 Sidney, Ohio 45365*

RE10NIEKAMP.DEC
 05:hhf
 10/19/99

EXHIBIT "A"

Situate in the Village of New Bremen, Auglaize County, Ohio, to-wit:

Being Lots Numbered 1, 2, 3, 4 and 5 of the Deerfield Run Subdivision, Phase 1 as shown on plat recorded at Plat Cabinet C, Slide 210-211, Auglaize County, Ohio.

EXHIBIT "B"

Situate in the Village of New Bremen, Auglaize County, Ohio, to-wit:

Being Lots Numbered 6, 7, 8, 9, 10, 11, 12 and 13 of the Deerfield Run Subdivision, Phase 2 as shown on plat recorded at Plat Cabinet C, Slide 212-213, Auglaize County, Ohio.