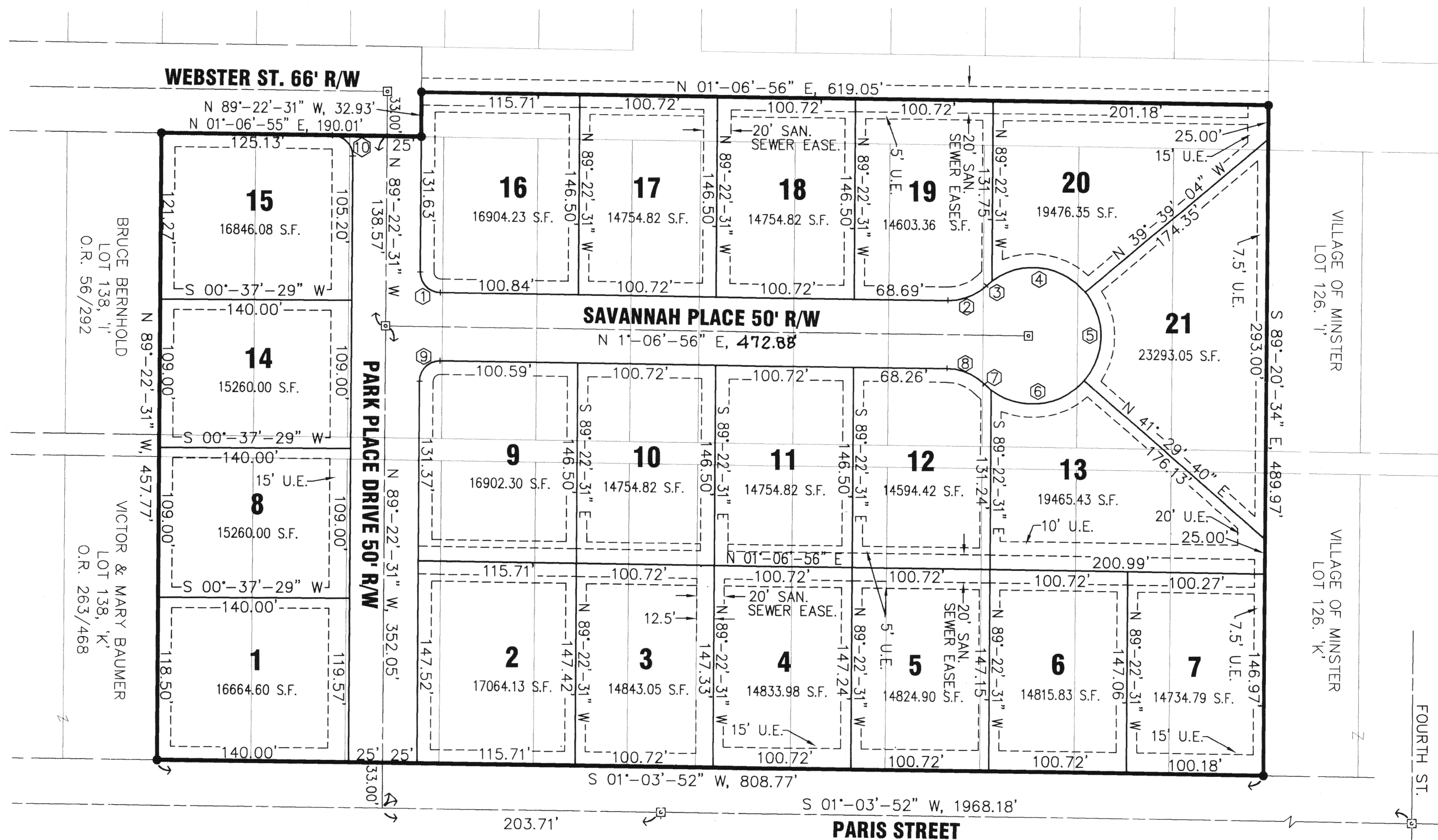


Recorded in  
Auglaize County, Ohio  
04-02-2001 at 01:36 PM.  
PLAT  
43.20

# PARK PLACE SUBDIVISION, PHASE ONE

BEING A REPLAT OF LOTS 127 "I" - 137 "I" & LOTS 127 "K" - 137 "K" & PARTS OF VACATED 2ND STREET,  
WEBSTER ST. & ALLEYS, SEC. 35, T 7 S, R 4 E, VILLAGE OF MINSTER, JACKSON TWP., AUGLAIZE CO., OHIO



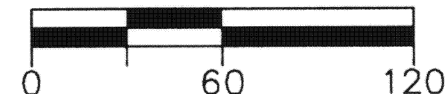
ACREAGE IN LOTS = 7.792 AC.  
STREET R/W = 1.170 AC.  
TOTAL ACREAGE = 8.962 AC.

CURVE TABLE

CURVE NUMBER	RADIUS	△	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	15.00'	89°-30'-33"	23.43'	21.12'	S 45°-52'-12" W
2	40.00'	43°-45'-42"	30.55'	29.81'	S 20°-45'-55" E
3	50.00'	06°-24'-27"	5.59'	5.59'	S 39°-26'-33" E
4	50.00'	86°-35'-16"	75.56'	68.57'	S 07°-03'-18" W
5	50.00'	81°-08'-44"	70.81'	65.04'	N 89°-04'-42" W
6	50.00'	86°-00'-00"	75.05'	68.20'	N 05°-30'-20" W
7	50.00'	07°-22'-58"	6.44'	6.44'	N 41°-11'-09" E
8	40.00'	43°-45'-42"	30.55'	29.81'	N 22°-59'-47" E
9	15.00'	90°-29'-27"	23.69'	21.30'	N 44°-07'-48" W
10	15.00'	89°-30'-33"	23.43'	21.12'	S 45°-52'-12" W

BEARINGS BASED ON AN ASSUMED MERIDIAN

SCALE: 1"=60'



## LEGEND

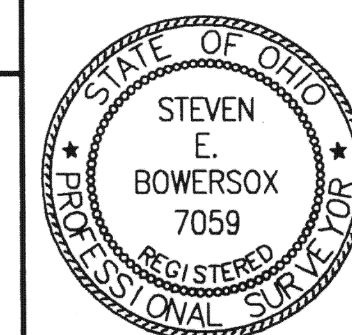
- 5/8" X 30" REBAR W/CAP TO BE SET
- IRON PIN FOUND
- MONUMENT BOX W/IP FOUND
- MONUMENT BOX W/IP SET

A 5/8" X 30" REBAR WITH CAP TO BE SET AT ALL LOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES.

STEVEN E. BOWERSOX  
STEVEN E. BOWERSOX, P.S. #7059

03-19-2001  
DATE

THERE SHALL BE A UTILITY EASEMENT 7.5' IN WIDTH ALONG EACH SIDE OF ALL INTERIOR LOT LINES AND 10.0' IN WIDTH ALONG ALL STREET R/W'S UNLESS OTHERWISE SHOWN.



CHOICE ONE ENGINEERING  
the choice that exceeds ...

440 HOEWISHER ROAD  
SIDNEY, OHIO 45365  
(937) 497-0200 • FAX (937) 497-0300  
www.choiceoneengineering.com

date: 03-19-2001  
drawn by: seb  
job number: AugMin0013Fin

SHEET 1 OF 2



# PARK PLACE SUBDIVISION, PHASE ONE

BEING A REPLAT OF LOTS 127 "I" - 137 "I" & LOTS 127 "K" - 137 "K" & PARTS OF VACATED 2ND STREET,  
WEBSTER ST. & ALLEYS, SEC. 35, T 7 S, R 4 E, VILLAGE OF MINSTER, JACKSON TWP., AUGLAIZE CO., OHIO

## COVENANTS AND RESTRICTIONS

THE COVENANTS AND RESTRICTIONS FOR PARK PLACE SUBDIVISION,  
PHASE ONE, ARE RECORDED IN O.R. VOL. 08430, PG. 108

Plat Canceled C  
Slides 244-245

## MINSTER PLANNING COMMISSION

THIS PLAT WAS INSPECTED AND APPROVED BY US THIS 21<sup>ST</sup> DAY  
OF March, 2001.

Linda Kitzmiller  
CHAIRPERSON

## MINSTER VILLAGE COUNCIL

THIS PLAT WAS INSPECTED AND ACCEPTED BY US THIS 21<sup>ST</sup> DAY  
OF March, 2001.

Dennis Kitzmiller John Steckschulte  
MAYOR CLERK OF COUNCIL

Rick Schmitt  
PRESIDENT OF COUNCIL

Auglaize Co Auditor  
Lynne Schmitt  
April 2, 2001

## DEDICATION

WE THE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY  
DEDICATE TO THE PUBLIC USE FOREVER THE PROPOSED STREETS  
AND EASEMENTS SHOWN HEREON.

OWNER: WEIGANDT, LAND CO. LTD.

Judith A. Leese  
WITNESS

Richard L. Weigandt  
RICHARD L. WEIGANDT

Dean Kempe  
WITNESS

Todd Weigandt  
TODD WEIGANDT

## ACKNOWLEDGMENT

STATE OF OHIO, AUGLAIZE COUNTY, SS  
BE IT REMEMBERED THAT ON THIS 29<sup>th</sup> DAY OF March, 2001  
BEFORE ME, A NOTARY PUBLIC IN AUGLAIZE COUNTY, CAME PERSONALLY  
THE OWNERS OF THE LAND PLATTED HEREON, AND I HEREBY  
ACKNOWLEDGE THEIR SIGNING TO BE A VOLUNTARY ACT AND DEED FOR  
THE PURPOSES HEREIN STATED.

IN TESTIMONY WHEREOF I HAVE SUBSCRIBED MY NAME AND AFFIXED MY  
NOTARY SEAL THIS 29<sup>th</sup> DAY OF March, 2001. MY COMMISSION  
EXPIRES 2-29-04.

Judith A. Leese  
NOTARY PUBLIC



Judith A. Leese  
Notary Public, State of Ohio  
My Commission Expires February 29, 2004

SHEET 2 OF 2

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440 HOEWISHER ROAD  
SIDNEY, OHIO 45365  
(937) 497-0200 • FAX (937) 497-0300  
[www.choiceoneengineering.com](http://www.choiceoneengineering.com)

date: 03-19-2001	drawn by: seb	job number: AugMin0013Fin
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DECLARATION OF  
COVENANTS,  
CONDITIONS AND RESTRICTIONS

ESTABLISHING A PLAN FOR  
IMPOSING COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR

PARK PLACE SUBDIVISION

Prepared by  
Todd R. and Richard L. Weigandt  
Weigandt Land Co., Ltd.  
90 N. Main Street  
Minster, OH 45865  
(419) 628-3107

200100002117  
Filed for Record in  
AUGLAIZE COUNTY, OHIO  
ANN BILLINGS  
04-02-2001 At 01:36 pm.  
MISC 46.00  
OR Book 430 Page 108 - 117

200100002117  
CHOICE ONE

Instrument 200100002117 OR Book Page 430 108

Instrument 200100002117 OR Book Page 430 109

Instrument 200100002117 OR Book Page 430 1

PARK PLACE SUBDIVISON  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

Weigandt Land Company Ltd., ("Developer") , is the owner in fee simple of certain real property located in Jackson Township, Auglaize County, Ohio, known by official plat description as Park Place Subdivision (Phase 1), pursuant to a plat filed for record on 4-2-01, in Plat Cabinet C, Page 244 of the Auglaize County, Ohio Plat Records ("Subdivision"), the legal description of which is attached hereto as "Exhibit A."

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the Subdivision, Developer hereby declares 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 land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, 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 Developer other than the land contained within the lots in the Subdivision, even though the other land may be contiguous with the land in the Subdivision.

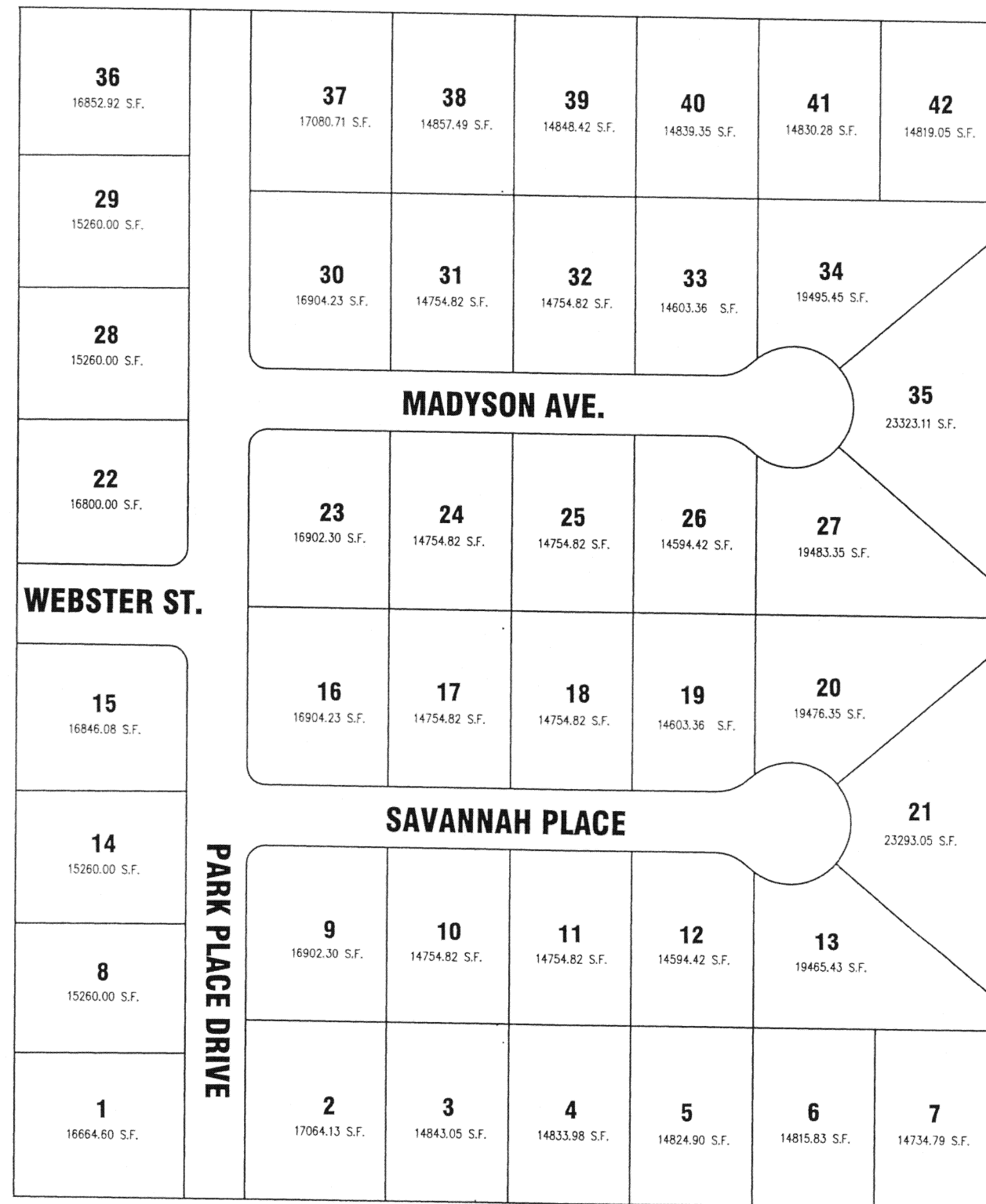
ARTICLE I. CONCEPT

- 1.1. Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes and limited multifamily housing.

ARTICLE II. PROTECTIVE COVENANTS AND RESTRICTIONS

- 2.1. Land use of all lots Is governed by the Zoning Regulations for the Village of Minster, Ohio as presently enacted or hereafter amended.
- 2.2. All lots in the Subdivision shall be used exclusively for single family residential purposes or condominiums. No rental properties will be permitted. All homes in this subdivision must be constructed by Weigandt Development Ltd. or by a contractor, agent, or representative approved in writing, by Todd R. and Richard L. Weigandt.

WEIGANDT LAND CO., LTD., 10/26/00



PARK PLACE SUBDIVISION  
LOT LAYOUT



- 2.3. Except for multi-family residential purposes as approved by the developer, none of the lots 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 Subdivision. A single lot together with contiguous portion or portions of one or more adjacent lots or, subject to limitation on building site size, contiguous portions of adjacent lots may be used for one (1) building site, but only upon approval of the developer. if the Village of Minster Planning Commission adopts subdivision rules and regulations, then no lot may be subdivided unless authorized by the Village of Minster 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 subject to any minimum building setback lines set forth in the applicable zoning laws and ordinances.
- 2.5. 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 developer 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 developer detracts from the overall beauty or safety of the Subdivision.
- (a) Entrance upon such property 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 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 Committee 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 property 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.
- (c) Developer's sign or signs advertising the Subdivision.
- 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 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.
- 2.11. Construction of a residence building on any building site 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.
- (a) 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 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. 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.
- 2.12. Fences shall not be constructed within the subdivision unless approved in writing by the Developer.
- 2.13. Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

- 2.14 No animals, livestock or poultry of any kind or description shall be raised, kept or bred on any lot in the Subdivision. 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.
- 2.15 Outbuildings or detached structures shall not be allowed.
- (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.
- 2.16 All sidewalks are to be installed during construction of residence and completed prior to occupancy.
- 2.17 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 Subdivision 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 Subdivision at any time except such limited periods as may be necessary to service any part of the Subdivision. No inoperable motor vehicle shall be parked on any part of the Subdivision 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 Subdivision, 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.
- 2.18 On-street parking at within the subdivision shall be restricted to occasional parking for special occasions only, not to exceed twenty-four (24) hours.
- 2.19 Developer nor their representative agents shall 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.
- 2.20 Each single family residential structure erected on any building site shall have not less than 1,500 square feet, and in the event the structure is more than one story, shall have not less than 900 square feet on the ground floor, 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.
- 2.21 All single family residences shall have a minimum two (2) car garage.
- 2.22 The use of solar panels shall not be permitted.



- 2.23 No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes shall be erected, placed or maintained on any part of the Subdivision so long as commercial cable television service is available to the Subdivision or approved by Developer.
- 2.24 Vents protruding through the roof should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.
- 2.25 All driveways shall be hard surface pavement and should extend from the garage door to the street and be approved by the Developer.
- 2.26 Swimming pools shall match architectural character of the structure and be approved by the Developer.
- 2.27 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.
- 2.28 No noxious or offensive activity which would constitute a nuisance shall be carried on in any lot.
- 2.29 Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of the residence at the time of its 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 Subdivision. 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 person or entity using or occupying any lot, then Developer, any lot owner or owners, or the Village of Minster, 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 Developer 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 sole act of Developer. 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 (1) vote) may amend this Declaration. 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. ANNEXATION OF ADDITIONAL PROPERTY

- 7.1 Reservation of Right to Amend Declaration. Developer hereby reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to include the real property or any part of the real property described in "Exhibit B" and the improvements constructed thereon as part of the Subdivision.

ARTICLE VIII. SEVERABILITY

- 8.1 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.
- 8.2 The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the Village of Minster, Ohio.

ARTICLE IX. DEVELOPER ADDRESS

- 9.1 All matters or plans required to be submitted to the Developer for approval or review shall be addressed and delivered to:

Weigandt Land Company Ltd.  
90 N. Main Steet  
Minster, OH 45865

ARTICLE X. MISCELLANEOUS PROVISIONS

- 10.1 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.
- 10.2 The Developer, agents, employees, contractors and the Village of Minster, Ohio, 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 hereunder or any failure or defect in such administration and performance.
- 10.3 The Developer may adopt and enforce reasonable rules and regulations pertaining to the construction on, and use of the lots in the Subdivision, which shall be binding on the owners of lots in the Subdivision in the same manner as this Declaration.
- 10.4 Nothing in this Declaration shall be understood or construed to:
- (a) Prevent Developer or the other employees, contractors or subcontractors of Developer from doing on any part or parts of the Subdivision owned or controlled by Developer, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the lots within the Subdivision
- (b) Prevent Developer, or the employees, contractors or subcontractors of Developer from constructing and maintaining on any part or parts of the Subdivision 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 Subdivision as a residential community, and the disposition of lots by sale, lease or otherwise



- (c) Prevent Developer, or the employees, contractors or subcontractors of Developer from conducting on any part or parts of the Subdivision property owned or controlled by Developer or its representative, the business of completing such work, of establishing the Subdivision as a residential community and of disposing of lots by sale, lease or otherwise.
- (d) Prevent Developer, or the employees, contractors or subcontractors of Developer 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 Subdivision lots.