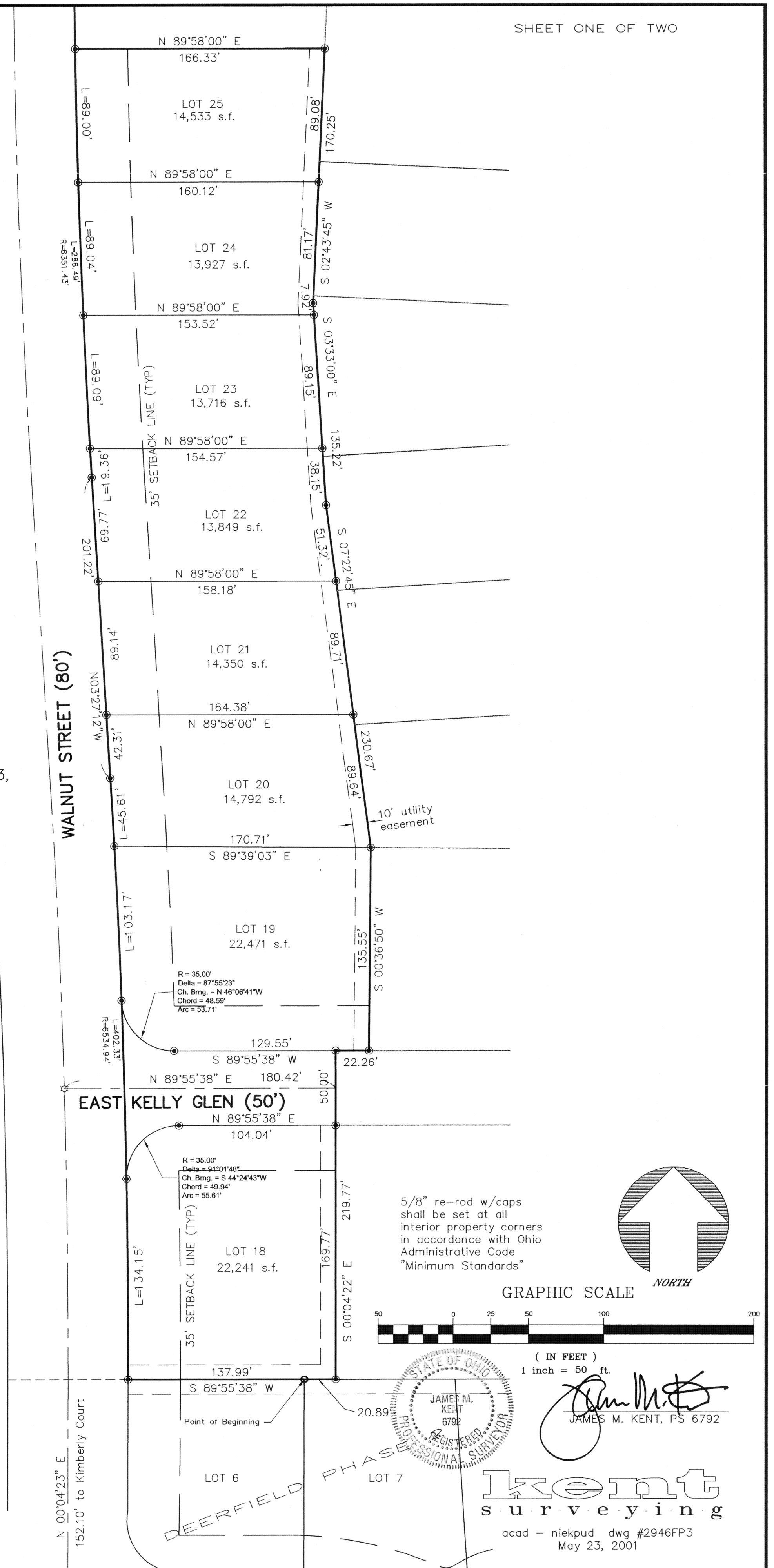


3.178 ACRES

- 5/8" re-rod w/cap (set)
- ☆ cotton gin spindle (set)



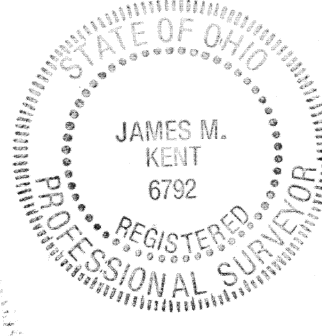
DEERFIELD RUN

SUBDIVISION - PHASE 3

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:

BEGINNING at a 5/8" re-rod w/cap (found) at the northeast corner of Lot 6 of Deerfield Run Phase 2 as recorded in the Plat records of Auglaize County;
 thence, S 89 degrees 55' 38" W along the north line of said Lot 6 for a distance of 117.10 feet to a 5/8" re-rod w/cap (set) on the east right-of-way line of Walnut Street;
 thence, along the east right-of-way line of said Walnut Street on a curve to the left, having a radius of 6534.94 feet, a chord which bears N 01 degree 41' 26" W, a chord which measures 402.27 feet, for a total arc length of 402.33 feet to a 5/8" re-rod w/cap (set);
 thence, continuing along the east right-of-way line of Walnut Street N 03 degrees 27' 12" W, for a distance of 201.22 feet to a 5/8" re-rod w/cap (set);
 thence, continuing along the east right-of-way line of Walnut Street on a curve to the right, having a radius of 6351.43 feet, a chord which bears N 02 degrees 09' 44" W, and a chord which measures 286.46 feet, for a total arc length of 286.49 feet to a 5/8" re-rod w/cap (set);
 thence, N 89 degrees 58' 00" E for a distance of 166.33 feet to a 5/8" re-rod w/cap (set);
 thence, S 02 degrees 43' 45" W for a distance of 170.25 feet to a 5/8" re-rod w/cap (set);
 thence, S 03 degrees 33' 00" E for a distance of 135.22 feet to a 5/8" re-rod w/cap (set);
 thence, S 07 degrees 22' 45" E for a distance of 230.67 feet to a 5/8" re-rod w/cap (set);
 thence, S 00 degrees 36' 50" W for a distance of 135.55 feet to a 5/8" re-rod w/cap (set);
 thence, S 89 degrees 55' 38" W for a distance of 22.26 feet to a 5/8" re-rod w/cap (set);
 thence, S 00 degrees 04' 22" E for a distance of 219.77 feet to a 5/8" re-rod w/cap (set) on the north line of Deerfield Run Phase 2;
 thence, S 89 degrees 55' 38" W along the aforesaid north line of Deerfield Run Phase 2, for a distance of 20.89 feet to the POINT OF BEGINNING, containing therein 3.178 acres.



DEDICATION

We, the undersigned representatives for the NIEKAMP FAMILY TRUST and owners, do hereby accept the hereon plat of Deerfield Run, Phase 3 and hereby dedicate the right-of-way and easements shown hereon to the public forever.

In witness whereof on this _____ day of _____, 2001.

WITNESS:
Anthony Ryz
Lisa Imminger

NIEKAMP FAMILY TRUST:
Harold W. Niekamp
 Harold W. Niekamp, Trustee
Nancy L. Niekamp
 Nancy L. Niekamp, Trustee

 Tony F. Poeppelman

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 and Tony F. Poeppelman, 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 22 day of June, 2001.



KARLA FISHER
 Notary Public, State of Ohio
 My Commission Expires July 14, 2003
 Resided in Clinton County

Karla Fisher
 Notary Public

COVENANTS AND RESTRICTIONS

Covenants and Restrictions for this subdivision are recorded in Official Record Volume 438, Pages 1057 to 1064 in the office of the Auglaize County Recorder.

APPROVAL AND ACCEPTANCE

Approved by the New Bremen Planning Commission on this 25 day of JUNE, 2001.

William R. White
 Planning Commission Chairperson

Accepted by the Council of the Village of New Bremen on this 26 day of JUNE, 2001.

Robert E. Klein
 Mayor, Village of New Bremen

Larry H. Durbes
 Administrator, Village of New Bremen

ORDINANCE NO. 2001-6-34

The construction of the streets dedicated hereon have been approved and accepted this _____ day of _____, 2001

 Administrator, Village of New Bremen

RECEIVED
 JUN 27 2001
 KARYN SCHUMANN
 Auglaize Co. Auditor

AUDITOR'S CERTIFICATE

This plat was filed for transfer this 27 day of June, 2001.
 Fee: _____

Karyn Schumann C.S.
 AUGLAIZE COUNTY AUDITOR

RECORDER'S CERTIFICATE

Number: 5219
 Filed for record this 27 day of June, 2001
 at 11:06 AM, and recorded in Plat Cabinet C, Page 249-250

Ann Pieling
 AUGLAIZE COUNTY RECORDER

kent
 surveying

acad - niekpu dwg #2946fp2
 June 8, 2001

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DEERFIELD RUN SUBDIVISION
PHASE 3
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 n referred to as “Declarants”) are the owners of real property located in Village of New Bremen, ize County, Ohio, known by official plat description as Deerfield Run Subdivision Phase 3, pursuant plat filed for record on June 27, 2001, and recorded in Plat Cabinet _____, Slide 249-250 of the Auglaize County, Ohio Plat Records ("Subdivision").

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

ICLE I. CONCEPT

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

ICLE II. PROTECTIVE COVENANTS AND RESTRICTIONS

Land use within the Subdivision 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.

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 Subdivision. 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 Subdivision.
 - (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 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 th Developer shall have the authority to approve any landscaping plan submitted, it is suggested as guideline that a minimum of three percent (3%) of the building construction cost be allocated fo landscaping each Lot. Landscaping includes seeding and planting of trees, shrubs and groun covers, excluding rough grading work. Landscape work must be completed within six (6) month of occupancy.
- 2.11 Construction of a building on any Lot (single family or multi family, as approved) is to b completed within five (5) years from the date of the original purchase from Declarant, an 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 Lo upon which the construction of the residential building has not been completed within six (6) year 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 shal give written notice to the then owner of record of the Lot or Lots, the notice to be certified mai addressed to the mailing address for tax purposes. The repurchase price which the Developer shal pay for any Lot, in the event of such repurchase, shall be the sales price of such lot upon its origina 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 Develop be entitled to exercise the repurchase right. The owner shall transfer the Lot or Lots to Develop 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). Al 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.

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.

All structures shall have a minimum roof pitch of 6/12. The roof shall be covered with wood, composition, or asphalt shingles.

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.

The use of solar panels shall not be permitted.

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 Subdivision or as approved by Developer.

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.

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.

Fences shall not be constructed within the Subdivision 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 Subdivision.

Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

Swimming pools shall match architectural character of the structure and be approved by the Developer.

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.

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. Exterior compounds, cages, or kennels for keeping house pets or hunting dogs are prohibited.

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 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.

2.31 On street parking within the Subdivision 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 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 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 Subdivision 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 Subdivision, which shall be binding on the owners of lots in the Subdivision 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 Subdivision 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 Subdivision.
- (b) Prevent Declarants 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 Declarants or agents or employees, from conducting on any part or parts of the Subdivision property owned or controlled by, Declarants 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 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 Subdivision lots.

IN WITNESS WHEREOF, Declarants have hereunto set their hands this 22 day of June, 2001.

Lisa Imminger

Witness

Anthony Ryz

Witness

Harold W. Niekamp
HAROLD W. NIEKAMP, Trustee
of the Niekamp Family Trust,
U/D/A 11/21/91

Nancy L. Niekamp
NANCY L. NIEKAMP, Trustee
of the Niekamp Family Trust,
U/D/A 11/21/91

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 Montgomery Co., Ohio this 22 day of June, 2001.



KARLA FISHER
Notary Public, State of Ohio
My Commission Expires July 14, 2003
Recorded in Clinton County

Karla Fisher
Notary Public

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

RE10\NIEKAMP FAMILY TRUST
05:jms
06/21/01