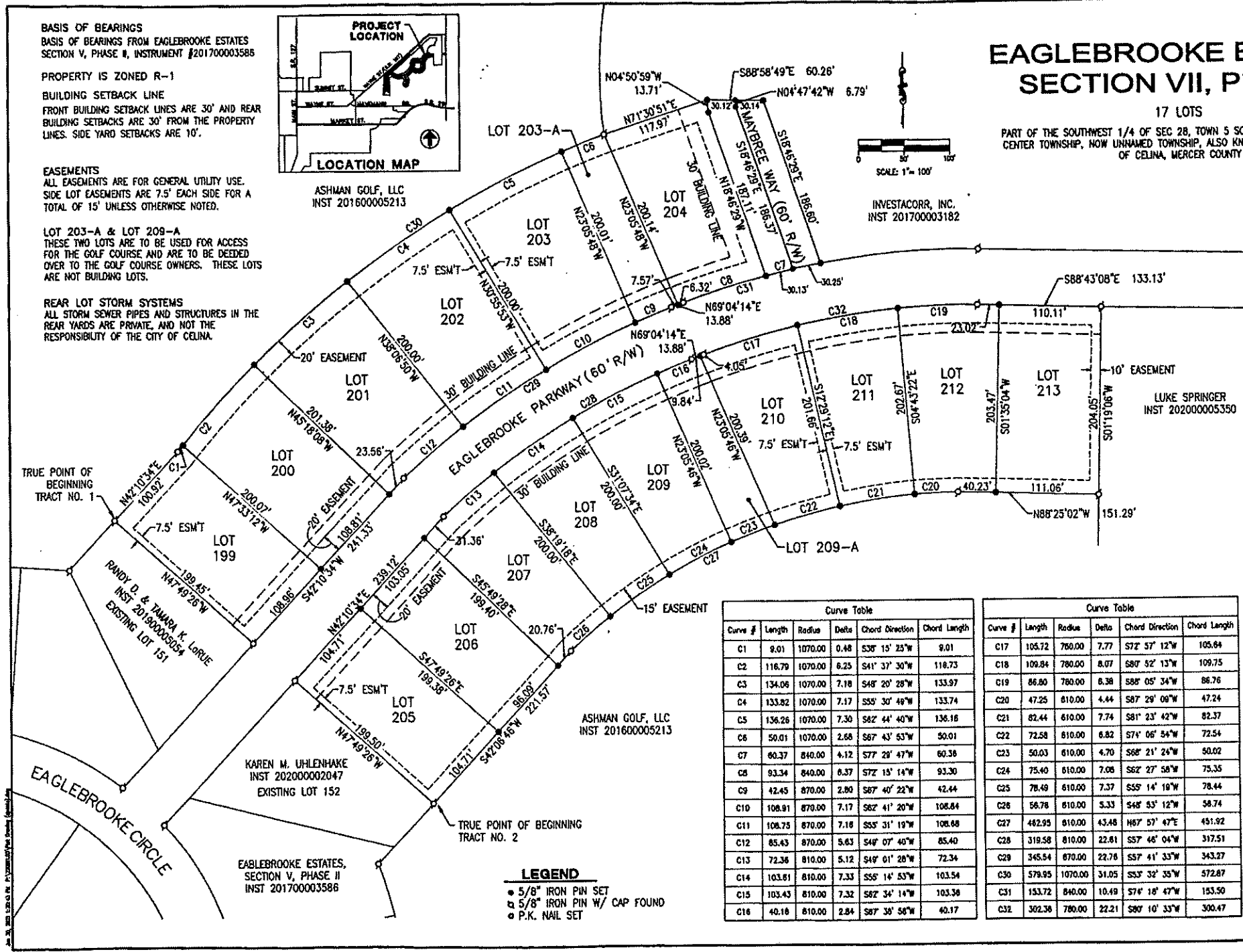


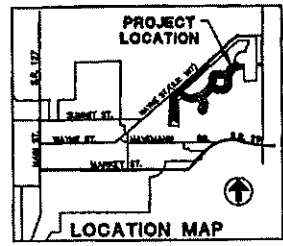
Instrument #202100005462 Recorded: 8/31/2021 3:07 PM 2 Pages, PLAT COPY MIN (11 X 17)
 Total Fees: \$80.00 Angela N. King, Recorder, Mercer County, OH Dropped off by: ABELS / DEBRA



BASIS OF BEARINGS
 BASIS OF BEARINGS FROM EAGLEBROOKE ESTATES SECTION V, PHASE II, INSTRUMENT #201700003586

PROPERTY IS ZONED R-1

BUILDING SETBACK LINE
 FRONT BUILDING SETBACK LINES ARE 30' AND REAR BUILDING SETBACKS ARE 30' FROM THE PROPERTY LINES. SIDE YARD SETBACKS ARE 10'.

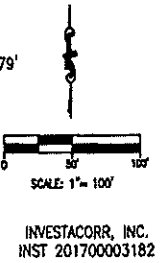


EASEMENTS
 ALL EASEMENTS ARE FOR GENERAL UTILITY USE. SIDE LOT EASEMENTS ARE 7.5' EACH SIDE FOR A TOTAL OF 15' UNLESS OTHERWISE NOTED.

LOT 203-A & LOT 209-A
 THESE TWO LOTS ARE TO BE USED FOR ACCESS FOR THE GOLF COURSE AND ARE TO BE DEEDED OVER TO THE GOLF COURSE OWNERS. THESE LOTS ARE NOT BUILDING LOTS.

REAR LOT STORM SYSTEMS
 ALL STORM SEWER PIPES AND STRUCTURES IN THE REAR YARDS ARE PRIVATE, AND NOT THE RESPONSIBILITY OF THE CITY OF CELINA.

ASHMAN GOLF, LLC
 INST 201600005213



EAGLEBROOKE ESTATES SECTION VII, PHASE I

17 LOTS

PART OF THE SOUTHWEST 1/4 OF SEC 28, TOWN 5 SOUTH, RANGE 3 EAST, FORMERLY CENTER TOWNSHIP, NOW UNNAMED TOWNSHIP, ALSO KNOWN AS WAYNE TOWNSHIP, CITY OF CELINA, MERCER COUNTY OHIO

7.940 TOTAL ACRES
 0.266 R/W ACRES
 7.674 NET ACRES

Parcel Table		Parcel Table	
Parcel #	Area	Parcel #	Area
199	0.501 Acre 21828 SF	206	0.418 Acre 18210 SF
200	0.522 Acre 22745 SF	209	0.411 Acre 17883 SF
201	0.558 Acre 24321 SF	210	0.421 Acre 18320 SF
202	0.557 Acre 24257 SF	211	0.448 Acre 19440 SF
203	0.583 Acre 25616 SF	212	0.460 Acre 20031 SF
204	0.490 Acre 21344 SF	213	0.517 Acre 22532 SF
205	0.479 Acre 20684 SF	203-A	0.230 Acre 10002 SF
206	0.456 Acre 19847 SF	209-A	0.230 Acre 10005 SF
207	0.416 Acre 18105 SF		

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	9.01	1070.00	0.48	S38° 15' 23"W	9.01
C2	116.79	1070.00	6.25	S41° 37' 30"W	116.73
C3	134.06	1070.00	7.18	S48° 20' 28"W	133.97
C4	133.82	1070.00	7.17	S55° 30' 49"W	133.74
C5	136.26	1070.00	7.30	S62° 44' 40"W	136.16
C6	50.01	1070.00	2.68	S67° 43' 53"W	50.01
C7	60.37	840.00	4.12	S77° 29' 47"W	60.38
C8	93.34	840.00	6.37	S72° 15' 14"W	93.30
C9	42.45	870.00	2.80	S67° 40' 22"W	42.44
C10	108.91	870.00	7.17	S62° 41' 20"W	108.84
C11	108.75	870.00	7.18	S55° 31' 19"W	108.68
C12	85.43	870.00	5.83	S49° 07' 40"W	85.40
C13	72.36	810.00	5.12	S49° 01' 28"W	72.34
C14	103.61	810.00	7.33	S55° 14' 53"W	103.54
C15	103.43	810.00	7.32	S62° 34' 14"W	103.36
C16	40.18	810.00	2.84	S67° 36' 58"W	40.17

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C17	105.72	760.00	7.77	S72° 57' 12"W	105.64
C18	109.84	780.00	8.07	S80° 52' 13"W	109.75
C19	86.80	780.00	6.38	S88° 05' 34"W	86.76
C20	47.25	810.00	4.44	S87° 29' 09"W	47.24
C21	82.44	810.00	7.74	S81° 23' 42"W	82.37
C22	72.58	810.00	6.82	S74° 06' 54"W	72.54
C23	50.03	810.00	4.70	S68° 21' 24"W	50.02
C24	75.40	810.00	7.08	S62° 27' 58"W	75.35
C25	78.49	810.00	7.37	S55° 14' 19"W	78.44
C26	58.78	810.00	5.33	S48° 53' 12"W	58.74
C27	482.95	810.00	43.48	N65° 57' 47"E	481.92
C28	319.58	810.00	22.61	S57° 46' 04"W	317.51
C29	345.54	870.00	22.78	S57° 41' 33"W	343.27
C30	579.95	1070.00	31.05	S53° 32' 35"W	572.87
C31	153.72	840.00	10.49	S74° 18' 47"W	153.50
C32	382.38	780.00	22.21	S80° 10' 33"W	380.47

LEGEND

- 5/8" IRON PIN SET
- 5/8" IRON PIN W/ CAP FOUND
- P.K. NAIL SET

OWNER
 INVESTACORR, INC.
 6781 HELLWARTH ROAD
 CELINA, OHIO 45822
 PH. (419) 586-9367

DEVELOPER
 BRUNS BUILDING &
 DEVELOPMENT CORP., INC.
 1429 CRANBERRY ROAD
 ST. HENRY, OHIO 45883
 PH. (419) 925-4078



EAGLEBROOKE ESTATES SECTION VII, PHASE I

17 LOTS

PART OF THE SOUTHWEST 1/4 OF SEC 28, TOWN 5 SOUTH, RANGE 3 EAST, FORMERLY
CENTER TOWNSHIP, NOW UNNAMED TOWNSHIP, ALSO KNOWN AS WAYNE TOWNSHIP, CITY
OF CELINA, MERCER COUNTY OHIO

TRANSFERRED

AUG 31 2021

RANDALL E. GRAPNER
COUNTY AUDITOR
MERCER COUNTY, OHIO

LEGAL DESCRIPTION

Being tracts of land located in the Southwest Quarter of Section 28, Town 5 South, Range 3 East, formerly Center Township, now unnamed township, also known as Wayne Township, City of Celina, Mercer County Ohio, and bounded and described as follows:

TRACT NO. 1: Beginning at an Iron Pin Found at the Northeast corner of Lot #151 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #201900005054, marking the TRUE POINT OF BEGINNING;

Thence North 42°10'34" East along the Southeast line of a tract as recorded in Instrument #201600005213, a distance of one hundred and ninety-two hundredths feet (100.92') to an Iron Pin Found;

Thence along the Southeast line of a tract as recorded in Instrument #201600005213, along a curve to the Right having a Radius of 1070.00', a Length of 579.95', and a Chord of North 53°32'35" East~572.87' to an Iron Pin Found;

Thence North 71°30'51" East a distance of one hundred seventeen and ninety-seven hundredths feet (117.97') to an Iron Pin Set;

Thence South 88°58'49" East a distance of sixty and twenty-six hundredths feet (60.26') to an Iron Pin Set;

Thence South 18°46'29" East a distance of one hundred eighty-six and sixty hundredths feet (186.60') to an Iron Pin Set;

Thence along the North Right of Way line of Eaglebrooke Parkway, along a curve to the Left, having a Radius of 840.00', a Length of 153.72', and a Chord of South 74°18'47" West~153.50', to an Iron Pin Found;

Thence South 69°04'14" West along the North Right of Way line of Eaglebrooke Parkway, a distance of thirteen and eighty-eight hundredths feet (13.88) to an Iron Pin Found;

Thence along the North Right of Way line of Eaglebrooke Parkway, along a curve to the Left, having a radius of 870.00', a Length of 345.54', and a Chord of South 57°41'33" West~343.27', to an Iron Pin Found;

Thence South 42°10'34" West along the North Right of Way line of Eaglebrooke Parkway, a distance of two hundred forty-one and thirty-three hundredths feet (241.33') to an Iron Pin Found;

Thence North 47°49'26" West along the East line of Lot #151 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #201900005054, a distance of one hundred ninety-nine and forty-five hundredths feet (199.45') to the TRUE POINT OF BEGINNING of Tract No. 1, containing 3.687 acres more or less in Tract No. 1.

TRACT NO. 2: Beginning at an Iron Pin Found at the Southeast corner of Lot #152 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #20200002047, marking the TRUE POINT OF BEGINNING;

Thence North 47°49'26" West along the East line of Lot #152 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #20200002047, a distance of one hundred ninety-nine and fifty hundredths feet (199.50') to an Iron Pin Found;

Thence North 42°10'34" East along the South Right of Way line of Eaglebrooke Parkway, a distance of two hundred thirty-nine and twelve hundredths feet (239.12) to an Iron Pin Found;

Thence along the South Right of Way line of Eaglebrooke Parkway, along a curve to the Right, having a Radius of 810.00', a Length of 319.58', and a Chord North 57°46'04" East~317.51', to an Iron Pin Found;

Thence North 69°04'14" East along the South Right of Way line of Eaglebrooke Parkway, a distance of thirteen and eighty-eight hundredths feet (13.88) to an Iron Pin Found;

Thence along the South Right of Way line of Eaglebrooke Parkway, along a curve to the Right, having a Radius of 780.00', a Length of 302.36', and a Chord of North 80°10'33" East~300.47', to an Iron Pin Found;

Thence South 88°43'08" East along the South Right of Way line of Eaglebrooke Parkway, a distance of one hundred thirty-three and thirteen hundredths feet (133.13) to an Iron Pin Found;

Thence South 01°19'06" West along the West Line of a tract as recorded in Instrument #202000005350, a distance of two hundred four and five hundredths feet (204.05') to an Iron Pin Found;

Thence North 88°25'02" West along the Northwest Line of a tract as recorded in Instrument #201600005213, a distance of one hundred fifty-one and twenty-nine hundredths feet (151.29') to an Iron Pin Found;

Thence along the Northwest line of a tract as recorded in Instrument #201600005213, along a curve to the Left, having a Radius of 610.00', a Length of 462.95', and a Chord of South 67°57'47" West~451.92', to an Iron Pin Found;

Thence South 42°06'46" West along the Northwest line of a tract as recorded in Instrument #201600005213, a distance of two hundred twenty-one and fifty-seven hundredths feet (221.57') to the TRUE POINT OF BEGINNING of Tract No. 2, containing 4.253 acres more or less in Tract No. 2.

Said tracts combined containing 7.940 total acres of land more or less and being subject to all highways and any other easements or restrictions of record.

Previous Deed Reference: O.R. Instrument #201700003182;

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in January, 2021, on file with the Mercer County Engineer's Office.

DEDICATION
KNOWN ALL MEN BY THESE PRESENTS;

That the undersigned owners of the land embraced to this plat do certify that the said plat is a true representation of the same and that we do dedicate the streets appearing hereon to the use of the public forever.

All utility easements and building setback lines shall be strictly adhered to as shown on the plat.

Owner: Investacorr, Inc.

Randall K. Bruns
Randall K. Bruns, President

8-19-21
Date

ACKNOWLEDGMENT
STATE OF OHIO
COUNTY OF MERCER:

Before me a Notary Public in and for said County of Mercer, State of Ohio, personally appeared the above signed owners and acknowledged the signing of the above to be their free act and deed.
In testimony whereof I have affixed my hand and seal this 19th day of AUGUST 2021.

Brian May
My commission expires 4-5-26
BRIAN MAY
Notary Public, State of Ohio
My Commission Expires:
April 05, 2026

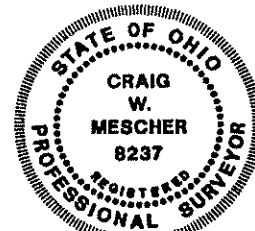
PLANNING COMMISSION CERTIFICATE

We hereby certify that the plat has been found to comply with the standards of the Planning Board, City of Celina, Ohio. Approved this 12 day of August, 2021.

Vince Barnhart
Secretary of Planning Commission
VINCE BARNHART
SUFFICIENT
FOR TAX MAPPING PURPOSES

AUG 31 2021

MERCER COUNTY
TAX MAP DEPARTMENT



I hereby certify that this plat is true and accurate to the best of my knowledge by Craig W. Mescher Registered Surveyor No. 8237, April of 2017. Iron pins to be set after construction of utilities.

Craig W. Mescher
Craig W. Mescher
Professional Surveyor #8237

RECORDER'S CERTIFICATE

Received for record this 31 day of August, 2021 at 2:07 P.M. clock.

Recorded in Plat Catalog Page 202100005462
Fee: \$0.00
Angela King
Mercer County Recorder, Angela King

CELINA CITY COUNCIL CERTIFICATE

We hereby certify that the accompanying plat was approved and that the streets dedicated hereon were approved and accepted by the Council of the City of Celina, Ohio at a regular meeting of said Council.

Passed on this 30 day of August, 2021.

Jason King
President, City Council, Jason King

CITY CERTIFICATION

This Plat of "Eaglebrooke Estates Section VII, Phase I" to the City of Celina, Ohio has been accepted by the Council of the City of Celina, Ohio by Ordinance No. 2021-02 dated this 30th day of August, 2021. Subject to all building restrictions, conditions and easements, as shown on this plat, and as recorded in the office of the Mercer County Recorder.

3/30/21
Date 8-31-2021
Name: *Joan Wurster*
Date
Clerk JOAN WURSTER

These lots are subject to additional declarations, covenants and restrictions recorded in Official Records Volume Page in the Mercer County Recorder's Office. INSTRUMENT # 202100005461

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that there are no unpaid taxes on land comprising Eaglebrooke Estates Section VII, Phase I and that this plat was filed as transfer in the office of the Mercer County Auditor this 31 day of August, 2021.

R. E. Grapner
Mercer County Auditor, Randall E. Grapner

ACCESS
Engineering Solutions
www.accesseng.com | 419-586-1430

Instrument #202100005461
Filed for Record in:
MERCER COUNTY, OHIO
ANGELA N. KING
8/31/2021 3:07 PM
AMENDMENT: 10 Pages, Total Fees: \$122.00

TENTH AMENDMENT

TO

DECLARATION

OF

COVENANTS AND RESTRICTIONS FOR

EAGLEBROOKE ESTATES SUBDIVISION

Prepared by:

Michael A. Staudt
FAULKNER GARMHAUSEN KEISTER & SHENK
A Legal Professional Association
Courtview Center - Suite 300
100 South Main Avenue
Sidney, OH 45365
Email: mstaudt@fgks-law.com
Phone: 937/492-1271
Fax: 937/498-1306

TENTH AMENDMENT TO DECLARATION
OF
EAGLEBROOKE ESTATES SUBDIVISION

This Tenth Amendment to the Declaration of Covenants and Restrictions for EagleBrooke Estates Subdivision ("Tenth Amendment") is made and entered into this 24th day of June 2021, by **INVESTACORR, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the EagleBrooke Estates Subdivision Declaration of Covenants and Restrictions.

RECITALS

- A. On December 29, 1994, certain real property located in the City of Celina, Mercer County, Ohio was submitted to the provisions of the EagleBrooke Estates Subdivision Declaration of Covenants and Restrictions (the "Declaration"), which Declaration was filed for record on December 29, 1994 at Volume 9, Page 406 of the Miscellaneous Records of Mercer County, Ohio.
- B. Section 9.1 of the Declaration, entitled "Rights of Developer" provides, inter alia, that the Developer may amend the Declaration in whole or in part, without the consent or approval of any Member, the Association or any other Person.
- C. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Tenth Amendment.

NOW, THEREFORE, pursuant to the terms of the Declaration, the Developer, does hereby amend the Declaration as follows:

- I. As contemplated by and pursuant to the terms of the Declaration, Developer hereby submits all of the property which is known as EagleBrooke Estates Section VII, Phase I, consisting of lots 199 through and including 213 in the City of Celina, Mercer County, Ohio, the legal description for which is attached hereto and incorporated herein as Exhibit A, to the terms and conditions of the Declaration, as previously amended and as amended by this Tenth Amendment. All of the terms and conditions of the Declaration, as amended, shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property described in Exhibit A attached hereto or any part thereof, and shall be binding upon such parties'

heirs, successors and assigns, and shall inure to the benefit of each owner thereof as though originally subject to the Declaration, as amended.

2. Article VIII of the Declaration, entitled “Restrictions” shall not apply to the Lots in EagleBrooke Estates Section VII, Phase I. In lieu of the Restrictions contained in Article VIII of the Declaration, the Lots in EagleBrooke Estates Section VII, Phase I shall be subject to all of the following Covenants and Restrictions:

1. Applicability of Zoning Regulations and Ordinances. Land use of all Lots is governed by the Zoning Regulations and other ordinances for the City of Celina, Ohio as presently enacted or hereafter amended. The Celina regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the Owner of its obligation to comply with any applicable Celina regulations and ordinances.

2. Residential Purposes. All Lots shall be used exclusively for residential purposes.

3. Size of Residences. Each residential structure erected on any building site shall be constructed with not less than 1,700 square feet. This square footage shall exclude garage space and basement space, decking, patios and unenclosed porches.

4. Lot Subdivision and Building Sites. 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. 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 Association. If approval of the City of Celina Planning Commission is required by the City of Celina Subdivision Regulations, then no Lot may be subdivided unless authorized by the City of Celina Planning Commission as well as the Association.

5. Building Setbacks. Building setbacks shall be observed as provided on such plat as is filed of record with the Recorder of Mercer County, Ohio, with respect to each individual Lot.

6. Lot Maintenance.

(a) 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 Association 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 Association detracts from the overall beauty or safety of the Lots.

(b) Entrance upon such property for such purposes shall not constitute a trespass. The Association 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 Association to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal services.

7. Garbage Containers. 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.

8. Storage Containers. No storage tanks, including but not limited to those used for storage of water, gasoline, oil or gas shall be permitted on any Lot.

9. Signs. 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 Lots.

10. Utilities. Except for above ground electric lines around the perimeter of the Lots, all utilities shall be installed underground.

11. Fences. All fence designs and locations shall be in keeping with the architectural character of the structure and no fence shall be erected until after the material, style and placement of such fence has been approved by the Committee. Fences shall not exceed four feet above ground level and shall not be constructed within any utility easement area. No chain link fencing or similar fencing shall be permitted.

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

13. Sump Pump Effluent. No pump or piping device shall discharge sump pump effluent into a public right-of-way or into sanitary sewers. Sump pump effluent shall be discharged into such curb drains as may be constructed for the Lots.

14. Animals and Pets. Owners may keep companion pets such as birds, domesticated cats, fish, dogs, and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, horses, potbelly pig, fowl, reptiles, obnoxious, vicious or dangerous animals, farm livestock or zoo-type animals on any Lot. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined the Board of Trustees in its sole and absolute discretion. Pets must be kept under control. Owners are responsible for their pets at all times.

No feeding of waterfowl or domesticating or keeping domesticated waterfowl as pets is permitted.

Pets shall not be permitted to make noise for extended periods of time or to rummage through refuse, such actions being deemed a nuisance. The Owner shall remove and properly dispose of its pet's waste from all Lots and any part of EagleBrooke Estates. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. Dogs must be leashed when outside Owner's residence. The Board of Trustees shall have the right to order the removal of any pet which, in the Board of Trustees' sole and absolute discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board of Trustees shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Lot. An Owner, by the purchase of a Lot, agrees to indemnify the Association and hold it harmless against loss or liability of any kind arising from the Owner having any animal on any Lot.

15. Outbuildings and Structures. Storage sheds are prohibited. Any other type of outbuilding or structure must be approved by the Association.

16. Sidewalks. Sidewalks required to be installed by the City of Celina shall be installed by the Owner at Owner's expense. Developer reserves the right to establish plans and specifications for any such sidewalks, and the Owner shall comply with any such plans and specifications. If the Owner refuses or fails to install the sidewalks promptly upon demand by the Developer or by the City of Celina, the Developer shall have the right to install the sidewalks, and Owner shall promptly reimburse Developer for all costs and expenses incurred in connection with the installation of the sidewalks, which costs and expenses shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity.

17. Vehicles. No boat, camper, recreational vehicle, trailer of any kind (including but not limited to boat trailers, house trailers, and/or equipment trailers), tent, inoperable motor vehicle, or equipment or vehicle of a similar nature to any of the foregoing shall be

parked or stored on any road, street, driveway, or yard, adjacent to or a part of any Lot for any period of time in excess of 24 hours except wholly within an enclosed garage.

18. Parking. On-street parking on any street in the Subdivision shall be restricted to occasional parking for special occasions only, not to exceed twenty-four (24) hours.

19. Solar Panels. The use of solar panels shall not be permitted unless approved by the Architectural Review Committee.

20. Swimming Pools and Hot Tubs. Swimming pools shall match architectural character of the structure and be approved by the Association. Hot tubs are allowed if type and location are approved by the Association. No above ground pools shall be permitted except for portable children's wading pools.

21. Mailboxes. The Association has designated 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 and applicable Celina ordinances. Location of mailboxes shall be as approved the Architectural Review Committee. Mailboxes shall be standard for all Lots and shall be obtained by the Owner at Owner's expense. The Owner shall install the mailbox in the approved location. Mailboxes shall be purchased from the Developer or through the Association.

22. Driveways. All driveways shall be concrete or pavers and shall extend from the garage door to the street and shall be approved by the Association.

23. Basketball Goals. No basketball goals shall be permitted to be attached to any residential structure; however, freestanding basketball goals may be permitted provided that Association approval is obtained with respect to the placement and type of basketball goal and supporting structures.

24. Nuisances. No noxious or offensive activity which would constitute a nuisance shall be carried on any Lot.

25. Repairs. 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.

26. Trees Prohibited. No trees shall be planted between the curb and sidewalks and no trees shall be planted within a public right of way or within a public easement.

27. Wells and Pond Pumping Prohibited. No wells (including but not limited to landscaping wells) or individual water supply system shall be permitted to be drilled or installed on any Lot. Public water and sewer shall be used on every Lot.

28. Playground Sets. No playground set shall be permitted on any Lot unless prior written approval is obtained from the Architectural Review Committee with respect to the size and type of playground set. Standard 12 foot swing sets shall be permitted.

29. Manufactured Housing. No manufactured housing shall be permitted on any Lot. A manufactured house is any structure that is primarily assembled or constructed at another site and moved to a Lot.

30. Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas and no satellite dishes which exceed 24" in diameter shall be erected, placed or maintained on any part of the EagleBrooke Estates.

31. Clotheslines. The use of exterior clothesline shall not be permitted.

32. Birdhouses / Feeders. All pole mounted birdhouses or feeders shall be located in the rear yard of a Lot and secured firmly into the ground in a location approved by the Committee.

33. Interference With Play on Golf Course. Owners of Lots shall be obligated to refrain from any actions which would detract, in the reasonable determination of the Board or Golf Course Owner, from the playing qualities and conditions on the Golf Course. During any golf tournament held on the Golf Course which is sanctioned by any professional golfer's association or amateur golf organization, Owners of Lots shall suspend all construction activity, lawn maintenance, and other noisy activities which may cause disturbance to play. Owners of Lots acknowledge that the Golf Course is private property and shall not access the Golf Course without consent of the Golf Course Owner.

34. Easements for Utilities. All Lots shall be subject to easements for the installation and maintenance of utilities and drainage facilities which are reserved as shown on the plat in which the Lots are located. 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

3. The forgoing Covenants and Restrictions shall apply to all Lots in EagleBrooke Estates Section VII, Phase I.

4. Nothing contained in this Tenth Amendment to Declaration shall be construed so as to change or modify the provisions or applicability of Article VIII of the Declaration with respect to any Lots previously platted in EagleBrooke Estates Subdivision.

5. Except as provided in this Tenth Amendment and applicable prior amendments, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Tenth Amendment to the Declaration of Covenants and Restrictions for EagleBrooke Estates Subdivision has been executed by INVESTACORR, INC. as the Developer.

INVESTACORR, INC.,
an Ohio corporation

By: Randy K. Bruns
Randy K. Bruns, President

STATE OF OHIO
COUNTY OF MERCER / ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named INVESTACORR, INC., an Ohio corporation, by Randy K. Bruns, its President, who acknowledged that he did sign the foregoing Declaration of Covenants, Conditions, and Restrictions for and on behalf of the corporation, and the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Celina, Ohio, this 24th day of June, 2021.

Debra L. Abels
Notary Public



EAGLEBROOKE ESTATES
SECTION VII, PHASE I

Eaglebrooke Estates Section VII, Phase I - Lots 199 through and including 213

Being tracts of land located in the Southwest Quarter of Section 28, Town 5 South, Range 3 East, formerly Center Township, now unnamed township, also known as Wayne Township, City of Celina, Mercer County Ohio, and bounded and described as follows:

TRACT NO. 1: Beginning at an Iron Pin Found at the Northeast corner of Lot #151 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #201900005054, marking the TRUE POINT OF BEGINNING;

Thence North 42°10'34" East along the Southeast line of a tract as recorded in Instrument #201600005213, a distance of one hundred and ninety-two hundredths feet (100.92') to an Iron Pin Found;

Thence along the Southeast line of a tract as recorded in Instrument #201600005213, along a curve to the Right having a Radius of 1070.00', a Length of 579.95', and a Chord of North 53°32'35" East~572.87' to an Iron Pin Found;

Thence North 71°30'51" East a distance of one hundred seventeen and ninety-seven hundredths feet (117.97') to an Iron Pin Set;

Thence South 88°58'49" East a distance of sixty and twenty-six hundredths feet (60.26') to an Iron Pin Set;

Thence South 18°46'29" East a distance of one hundred eighty-six and sixty hundredths feet (186.60') to an Iron Pin Set;

Thence along the North Right of Way line of Eaglebrooke Parkway, along a curve to the Left, having a Radius of 840.00', a Length of 153.72', and a Chord of South 74°18'47" West~153.50', to an Iron Pin Found;

Thence South 69°04'14" West along the North Right of Way line of Eaglebrooke Parkway, a distance of thirteen and eighty-eight hundredths feet (13.88) to an Iron Pin Found;

Thence along the North Right of Way line of Eaglebrooke Parkway, along a curve to the Left, having a radius of 870.00', a Length of 345.54', and a Chord of South 57°41'33" West~343.27', to an Iron Pin Found;

Thence South 42°10'34" West along the North Right of Way line of Eaglebrooke Parkway, a distance of two hundred forty-one and thirty-three hundredths feet (241.33') to an Iron Pin Found;

Thence North 47°49'26" West along the East line of Lot #151 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #201900005054, a distance of one hundred ninety-nine and forty-five hundredths feet (199.45') to the TRUE POINT OF BEGINNING of Tract No. 1, containing 3.687 acres more or less in Tract No. 1.

TRACT NO. 2: Beginning at an Iron Pin Found at the Southeast corner of Lot #152 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #202000002047, marking the TRUE POINT OF BEGINNING;

Thence North 47°49'26" West along the East line of Lot #152 Eaglebrooke Estates Section V, Phase II as recorded in Instrument #202000002047, a distance of one hundred ninety-nine and fifty hundredths feet (199.50') to an Iron Pin Found;

Thence North 42°10'34" East along the South Right of Way line of Eaglebrooke Parkway, a distance of two hundred thirty-nine and twelve hundredths feet (239.12) to an Iron Pin Found;

Thence along the South Right of Way line of Eaglebrooke Parkway, along a curve to the Right, having a Radius of 810.00', a Length of 319.58', and a Chord North 57°46'04" East~317.51'; to an Iron Pin Found;

Thence North 69°04'14" East along the South Right of Way line of Eaglebrooke Parkway, a distance of thirteen and eighty-eight hundredths feet (13.88) to an Iron Pin Found;

Thence along the South Right of Way line of Eaglebrooke Parkway, along a curve to the Right, having a Radius of 780.00', a Length of 302.36', and a Chord of North 80°10'33" East~300.47', to an Iron Pin Found;

Thence South 88°43'08" East along the South Right of Way line of Eaglebrooke Parkway, a distance of one hundred thirty-three and thirteen hundredths feet (133.13) to an Iron Pin Found;

Thence South 01°19'06" West along the West Line of a tract as recorded in Instrument #202000005350, a distance of two hundred four and five hundredths feet (204.05') to an Iron Pin Found;

Thence North 88°25'02" West along the Northwest Line of a tract as recorded in Instrument #201600005213, a distance of one hundred fifty-one and twenty-nine hundredths feet (151.29') to an Iron Pin Found;

Thence along the Northwest line of a tract as recorded in Instrument #201600005213, along a curve to the Left, having a Radius of 610.00', a Length of 462.95', and a Chord of South 67°57'47" West~451.92', to an Iron Pin Found;

Thence South 42°06'46" West along the Northwest line of a tract as recorded in Instrument #201600005213, a distance of two hundred twenty-one and fifty-seven hundredths feet (221.57') to the TRUE POINT OF BEGINNING of Tract No. 2, containing 4.253 acres more or less in Tract No. 2.

Said tracts combined containing 7.940 total acres of land more or less and being subject to all highways and any other easements or restrictions of record.

Previous Deed Reference: O.R. Instrument #201700003182;

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in January, 2021, on file with the Mercer County Engineer's Office.