

GRAND VIEW ESTATES NO. 6A

PROTECTIVE COVENANTS

- Building sites shall be used and occupied solely and exclusively for private residential purposes by a single family, including family servants.
- The living space overall for one-story dwelling exclusive of open porches and garages, erected upon said above-described lots shall be not less than 1,200 square feet. The living space of a one and a half story, two-story or tri-level dwelling exclusive of open porches and garages, erected on said above-described lot, shall be not less than 1,600 total square feet, with remainder of home to be finished. No cinder or cement block structure shall be permitted on said lots except in foundations. No buildings, structures or part thereof shall be permitted to be moved upon or onto said above-described lots, and only new construction, using new materials only, shall be permitted on said lots. The interior of a dwelling unit must be completed within a six (6) month period from the start of construction.
- Buildings located upon said lots shall have a front-line set-back as shown on the Plat of Schlenker Developments Inc. to designate which way a dwelling on a corner lot must face. Drives shall be at least nine (9) feet in width and constructed of blacktop or concrete. Construction of sidewalk within the street right-of-way shall be the responsibility of the Lot owner within six (6) months of the completion of construction and in accordance with the City of Wapakoneta Specifications.
- No noxious or offensive activity shall be carried on or upon any lot in said above-described plat, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- No structure, trailer, basement, tent, shed, garage, barn or other outbuildings shall be used on any lot at any time either as a temporary or permanent dwelling.
- No signs of any kind shall be displayed to the public view on any lot in said plat, except one of the following types:
  - One (1) sign advertising the property for sale or rent;
  - One (1) sign to advertise the property during construction, development, and sale.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots in said plat excepting dogs, cats, or other household pets, not to exceed a total of two (2) pets, providing they are not kept, bred or maintained for any commercial purpose. Kennels are hereby strictly forbidden.
- No lot in said above-described plat shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other wastes shall be kept only in sanitary containers. All incinerators or other similar equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. All lots shall be mowed and the grass kept neat, trimmed and cut at all times.
- These covenants, restrictions and limitations shall be binding on all parties hereto and all owners of lots in said plat for a period of twenty (20) years from this date, after which time, such covenants, restrictions and limitations shall automatically extend for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the owners of the lots in the premises, has been recorded agreeing to change said covenants, restrictions or limitations in whole, or in part, which agreement shall specifically enumerate the changes thereof.
- No trucks or trailers other than those used for family purposes, of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, and kept or stored in a garage or other accessory building which has been erected with the consent and approval of the developer, or its assignee. No boats, trailers, motor home or other chattels of a similar nature shall be stored or maintained on the premises.
- No owner of any Lot shall interfere with the natural flow of surface water through drainage swales or drainage pipes on his Lot.
- Enforcement of the terms of these restrictions shall vest in each of the Lot owners of this development. Said Lot owners may, at their discretion, join together to enforce any and all of the terms of this agreement.

Enforcement shall be proceedings in law or in equity against any person or persons or legal entity violating or attempting to violate any covenant, restrictions, or limitations. These remedies are available to any lot owner of said above-described premises who may seek both a restraint of such violation and damages thereof.
- All easements and right-of-way are reserved in and over such said lots as are shown on said plat, for the construction, operation and maintenance of poles, wires, conduits and the necessary and proper attachments in connection therewith for the transmission of electricity, for telephone drainage facilities including surface drainage and other purposes; also for the construction, operation and maintenance of drains, sewers and pipe lines for supplying gas, water, heat and for any other public or quasi-public utility or function maintained furnished or performed in any method beneath the surface of the ground. Easements shown upon the plat may also be used by utility companies as circumstances require.
- All fences erected upon these lots shall in no way exceed the height of four (4) feet, nor may they be extended beyond the front set-back as established in paragraph three (3) hereof. Only "decorative-type" fence shall be permitted beyond the front set-back lines as established herein. Chain-link or farm-fences are strictly prohibited beyond the set-back line.
- In the event that there is invalidation of any one of those covenants, changes, restrictions or limitations by judgement or order of any court of competent jurisdiction, the same shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

- No change shall be made in the size of the area making up the lake as shown on the plat.
- No change shall be made in the elevation level of the inlet and outlet to the lake, which level is 885 feet, nor the level of the dike, which level is 888 feet.
- No structure shall be erected on any lot in the subdivision until the plans and specifications have been approved, in writing, as to location, elevation, grade, size of structure and external design, by an architectural committee appointed by Schlenker Developments, Inc., an Ohio Corporation, the developer. The original committee shall consist of John A. Schlenker, Philip Schlenker and Ed Shroyer.

In the event of the death or resignation of any member of the committee originally appointed, the remaining member or members of the committee shall have the power to appoint new members to fill the vacancies.

In the event such architectural committee fails to approve or disapprove said plans and specifications within thirty (30) days after submitted to them, then such approval shall not be required, provided the design is in harmony with similar structures in the development and conforms to all other covenants, restrictions and conditions set forth herein.
- For the purpose of maintenance of the lake (including by way of illustration, erosion control and algae control) maintenance of inlet and outlet tiles, and maintenance of the dike, and for the purpose of establishing rules in connection with usage of the lake, each of the owners of Lots 387,388,389,390,391,392,393,394,395,396 and 397 their successors and assigns, by accepting a deed or contract for any of the named lots, agrees to and shall become a member of and be subject to the obligations and duly enacted bylaws and rules of the Stoneybrook Lake Association, a nonprofit corporation. The owners of named lots shall have complete responsibility for the maintenance of the lake and inlet and outlet tiles and the dike.

DEDICATION

John H. and Evon Schlenker being the owner of land contained the hereon plat, hereby adopts said plat and dedicates the land contained within the streets to the use and benefit of the public forever. Utility easements are established as shown on the plat.

In Witness Whereof, John H. and Evon Schlenker have hereunto signed their names this 30<sup>th</sup> day of August, 1979.

Joyce D. Heind  
Christa L. Leiberick

John H. Schlenker  
John H. Schlenker  
Evon Schlenker  
Evon Schlenker

ACKNOWLEDGMENT

County of Auglaize, State of Ohio

Before me, a Notary Public in and for said state and county, personally appeared John H. and Evon Schlenker who acknowledged that they did sign the hereon plat of Grand View Estates No. 6A and that the signing thereof was their free act and deed.

In Witness Whereof, I have set my hand and seal this 30<sup>th</sup> day of August, 1979.

Joyce D. Heind  
Notary Public, Auglaize County, Ohio  
JOYCE D. HEIND, Notary Public  
Auglaize County, State of Ohio  
My Commission Expires June 6, 1983

DEDICATION AND RESERVATION

West Ohio Gas Company, an Ohio Corporation, being the owner of a parcel and an easement in the above described premises, does hereby dedicate the streets and utility easements as shown on the accompanying plat of Grand View Estates No. 6A to the public for their use forever; RESERVING AND EXCEPTING therefrom to West Ohio Gas Company, its successors and assigns forever an easement for the continued operation, use and maintenance of its existing regulator and metering station in and upon the 15 feet by 15 feet parcel upon which said station is presently located, said parcel being located near and northwest of the intersection of Glynwood Road and Stoneybrook Drive; and an easement for the continued operation, use and maintenance of its existing 10-inch high pressure gas transmission line through and across the strip of land upon which said line is presently located, the same being located within, and west of the centerline of, that portion of the described premises designated as Stoneybrook Drive; together with the right of ingress and egress for the purpose of inspecting, repairing, replacing or interchanging the said station or line or any portion or component thereof.

Dated this 29<sup>th</sup> day of August, 1979.

Witness:  
Donald J. Witten  
Philip C. McClain

West Ohio Gas Company  
By Tom D. Newland  
By John F. Johnson

ACKNOWLEDGEMENT

County of Auglaize, State of Ohio

Before me, A Notary Public in and for said state and county, personally appeared Tom D. Newland and John Johnson of the West Ohio Gas Company, an Ohio Corporation, who acknowledged that they did sign the foregoing instrument and that the signing thereof was their free act and deed.

In Witness Whereof, I have set my hand and seal this 29<sup>th</sup> day of August, 1979.

Mary Ann Elsass  
Notary Public, Auglaize County, Ohio  
MARY ANN ELSASS  
Notary Public, State of Ohio, 1981  
My Commission Expires March 1, 1984

WAPAKONETA

WAPAKONETA PLANNING COMMISSION APPROVAL

The Planning Commission of the City of Wapakoneta certifies that the accompanying plat of Grand View Estates No. 6A was approved by the said Commission on the 14<sup>th</sup> day of August, 1979.

John E. Phant - Wayne A. Ford  
Chairman - Wapakoneta City Planning Commission - Secretary

COUNTY AUDITOR'S CERTIFICATE

This plat was filed for transfer this 31<sup>st</sup> day of August, 1979.

Fee: \_\_\_\_\_  
James E. Dauges  
Auglaize County Auditor

COUNTY RECORDER'S CERTIFICATE

160716  
No. \_\_\_\_\_  
Filed for record in the Auglaize County Recorder's Office this 31 day of AUGUST, 1979 at 3:30 P.m. and recorded in Auglaize County, Ohio Plat Book 20 on Page 4028.

Ed Roy H. Gansel  
Auglaize County Recorder

08648

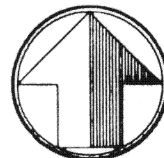
EXHIBIT "A"

VOL 282 PAGE 0635

RECEIVED

96 DEC -2 PM 1:11

MARLENE SCHUMANN  
AUGLAIZE CO. RECORDER

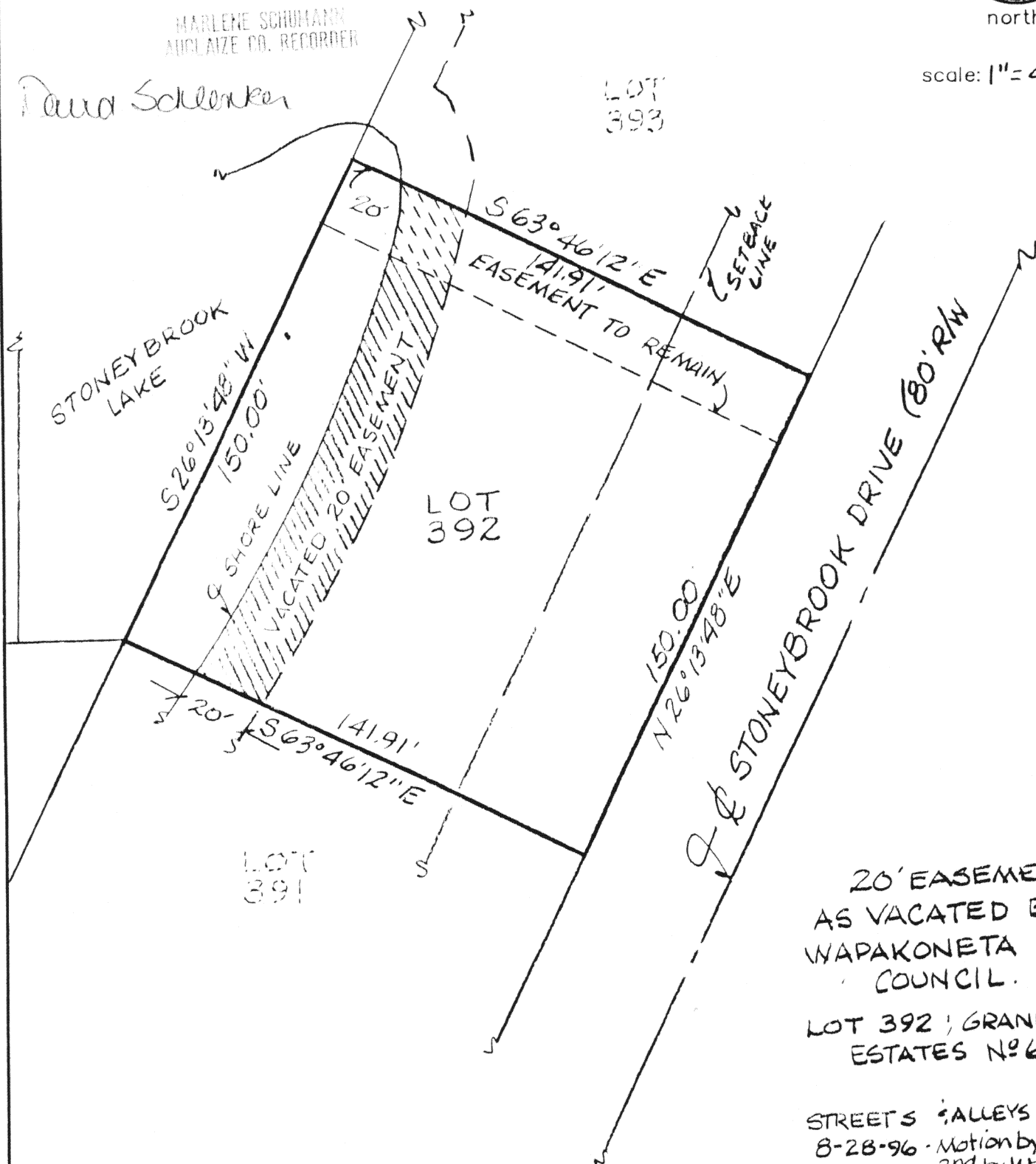


north

scale: 1" = 40'

David Schlenker

LOT  
393

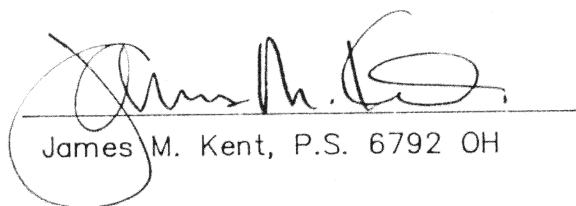


20' EASEMENT  
AS VACATED BY  
WAPAKONETA CITY  
COUNCIL.

LOT 392, GRANDVIEW  
ESTATES N° 6-A.

STREETS & ALLEYS COMM:  
8-28-96 - Motion by Metz  
2nd by Watercutter  
- All yes

CITY COUNCIL  
9-04-96 - Motion by Metz  
2nd by McLean  
- All yes.

  
James M. Kent, P.S. 6792 OH

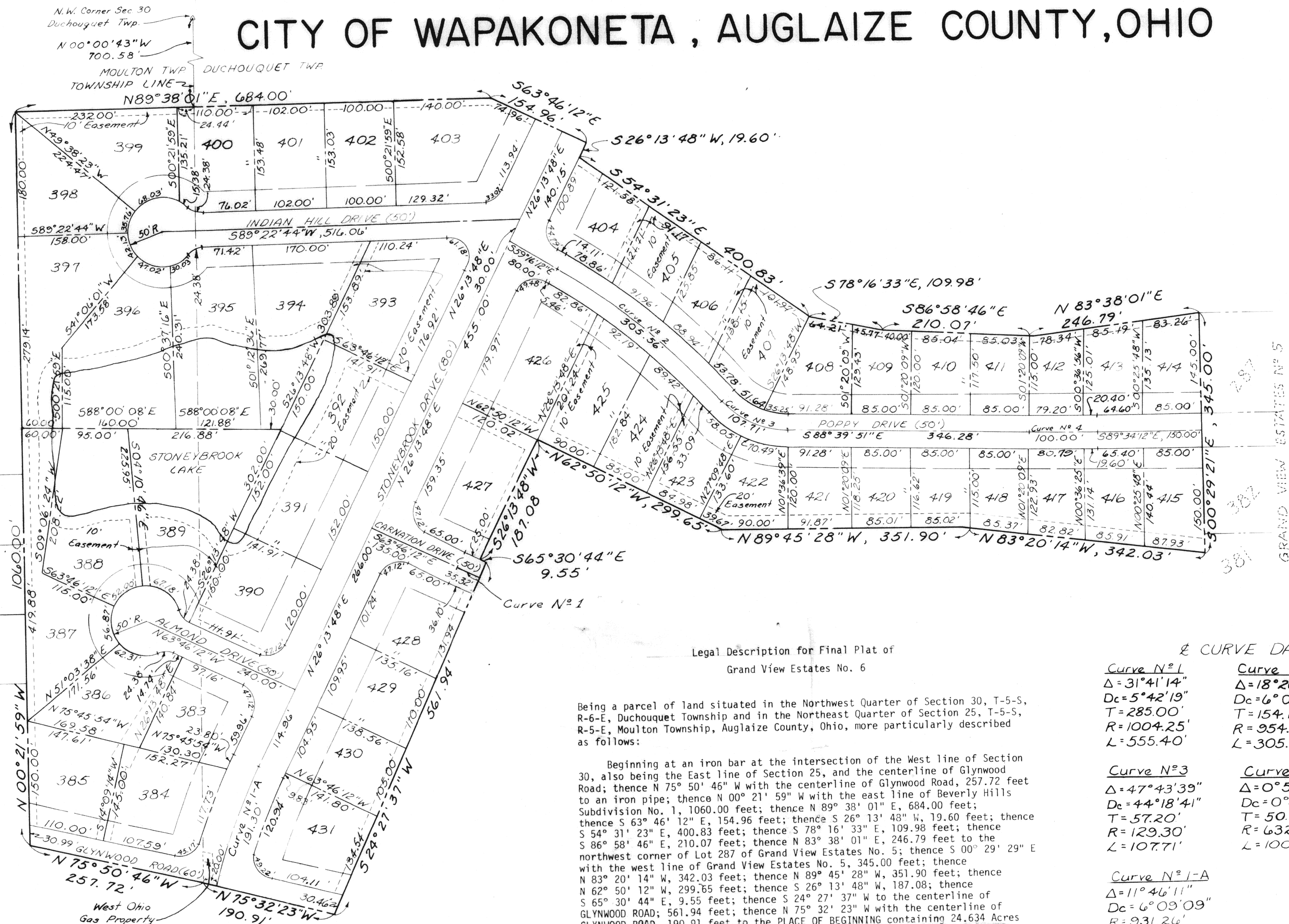
CLIENT SCHLENKER DEV. INC. DATE 11/23/96  
COUNTY AUGLAIZE TOWNSHIP DUCHOUQUET  
SECTION 30 T-5-S; R-6-E  
DRAWN BY JMK DRAWING NO. 112396  
SHEET 1 OF 1

**kent**  
surveying  
p.o. box 96 • 419/738-5677  
wapakoneta, ohio



# GRAND VIEW ESTATES N° 6A

N.E. 1/4 SECTION 25, T-5-S, R-5-E, MOULTON TWP.  
 & N.W. 1/4 SECTION 30, T-5-S, R-6-E, DUCHOUQUET TWP.  
 CITY OF WAPAKONETA, AUGLAIZE COUNTY, OHIO



Legal Description for Final Plat of  
 Grand View Estates No. 6

Being a parcel of land situated in the Northwest Quarter of Section 30, T-5-S, R-6-E, Duchouquet Township and in the Northeast Quarter of Section 25, T-5-S, R-5-E, Moulton Township, Auglaize County, Ohio, more particularly described as follows:

Beginning at an iron bar at the intersection of the West line of Section 30, also being the East line of Section 25, and the centerline of Glynwood Road; thence N 75° 50' 46" W with the centerline of Glynwood Road, 257.72 feet to an iron pipe; thence N 00° 21' 59" W with the east line of Beverly Hills Subdivision No. 1, 1060.00 feet; thence N 89° 38' 01" E, 684.00 feet; thence S 63° 46' 12" E, 154.96 feet; thence S 26° 13' 48" W, 19.60 feet; thence S 54° 31' 23" E, 400.83 feet; thence S 78° 16' 33" E, 109.98 feet; thence S 86° 58' 46" E, 210.07 feet; thence N 83° 38' 01" E, 246.79 feet to the northwest corner of Lot 287 of Grand View Estates No. 5; thence S 00° 29' 29" E with the west line of Grand View Estates No. 5, 345.00 feet; thence N 83° 20' 14" W, 342.03 feet; thence N 89° 45' 28" W, 351.90 feet; thence N 62° 50' 12" W, 299.65 feet; thence S 26° 13' 48" W, 187.08 feet; thence S 65° 30' 44" E, 9.55 feet; thence S 24° 27' 37" W to the centerline of Glynwood Road, 561.94 feet; thence N 75° 32' 23" W with the centerline of Glynwood Road, 190.91 feet to the PLACE OF BEGINNING containing 24.634 Acres more or less of which the dedicated right-of-way of the streets contains 4.695 acres more or less and subject to all other legal easements of record. Of the 24.634 Acres more or less, 18.288 Acres more or less is located in Duchouquet Township and the remaining 6.356 Acres more or less is located in Moulton Township.

§ CURVE DATA

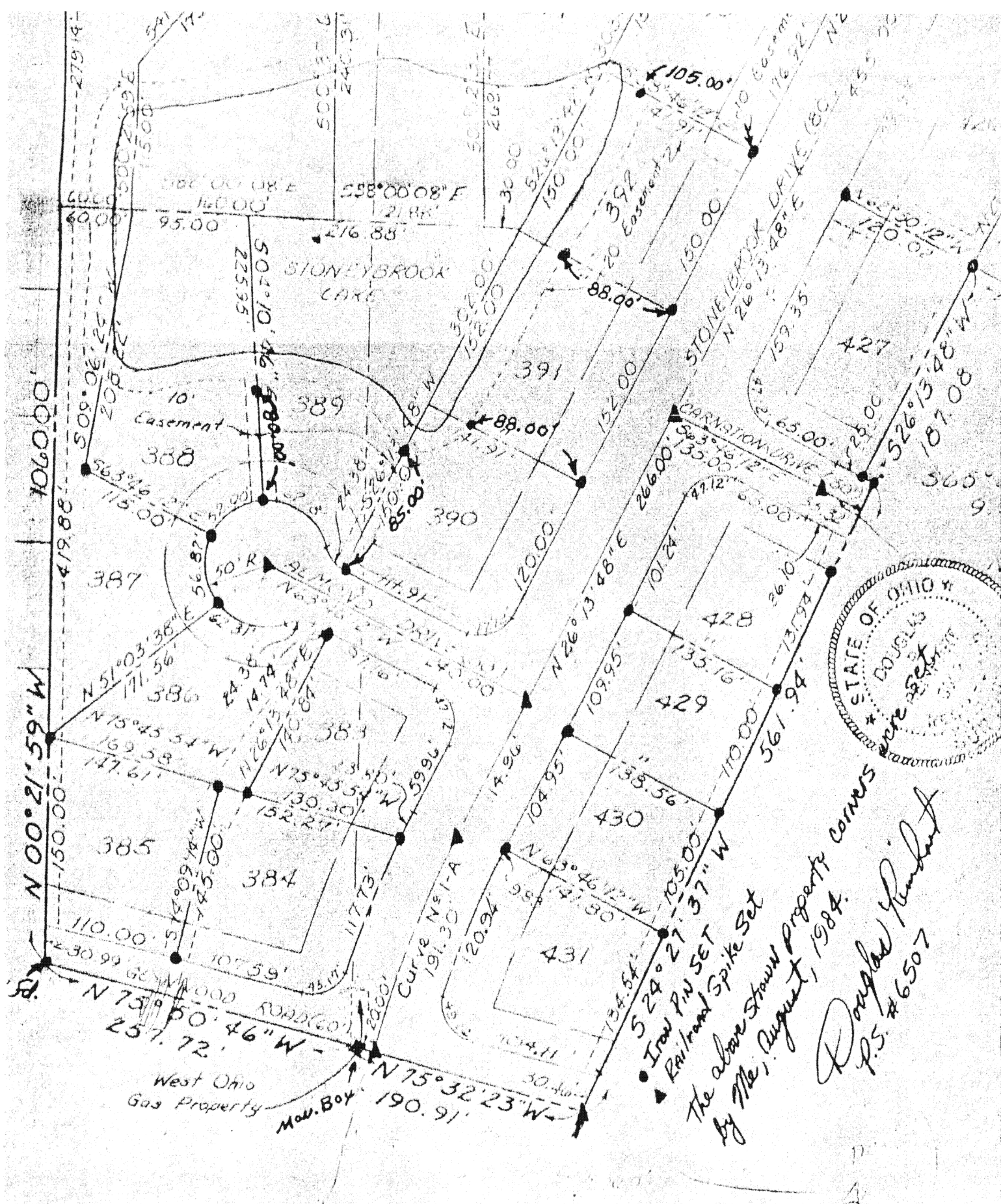
Curve N° 1	Curve N° 2
Δ = 31° 41' 14"	Δ = 18° 20' 00"
Dc = 5° 42' 19"	Dc = 6° 00' 00"
T = 285.00'	T = 154.10'
R = 1004.25'	R = 954.93'
L = 555.40'	L = 305.56'

Curve N° 3	Curve N° 4
Δ = 47° 43' 39"	Δ = 0° 54' 21"
Dc = 44° 18' 41"	Dc = 0° 54' 21"
T = 57.20'	T = 50.00'
R = 129.30'	R = 6325.63'
L = 107.71'	L = 100.00'

Curve N° 1-A
Δ = 11° 46' 11"
Dc = 6° 09' 09"
R = 931.26'
T = 95.99'
L = 191.30'

NOTE: THERE IS A 3 FOOT EASEMENT ON BOTH SIDES OF ALL INTERIOR LOT LINES.

Theodore A. Metzger  
 Registered Surveyor No. 5514



NOTE: THERE IS A 3 FOOT EASEMENT ON BOTH SIDES OF ALL INTERIOR LOT LINES.