

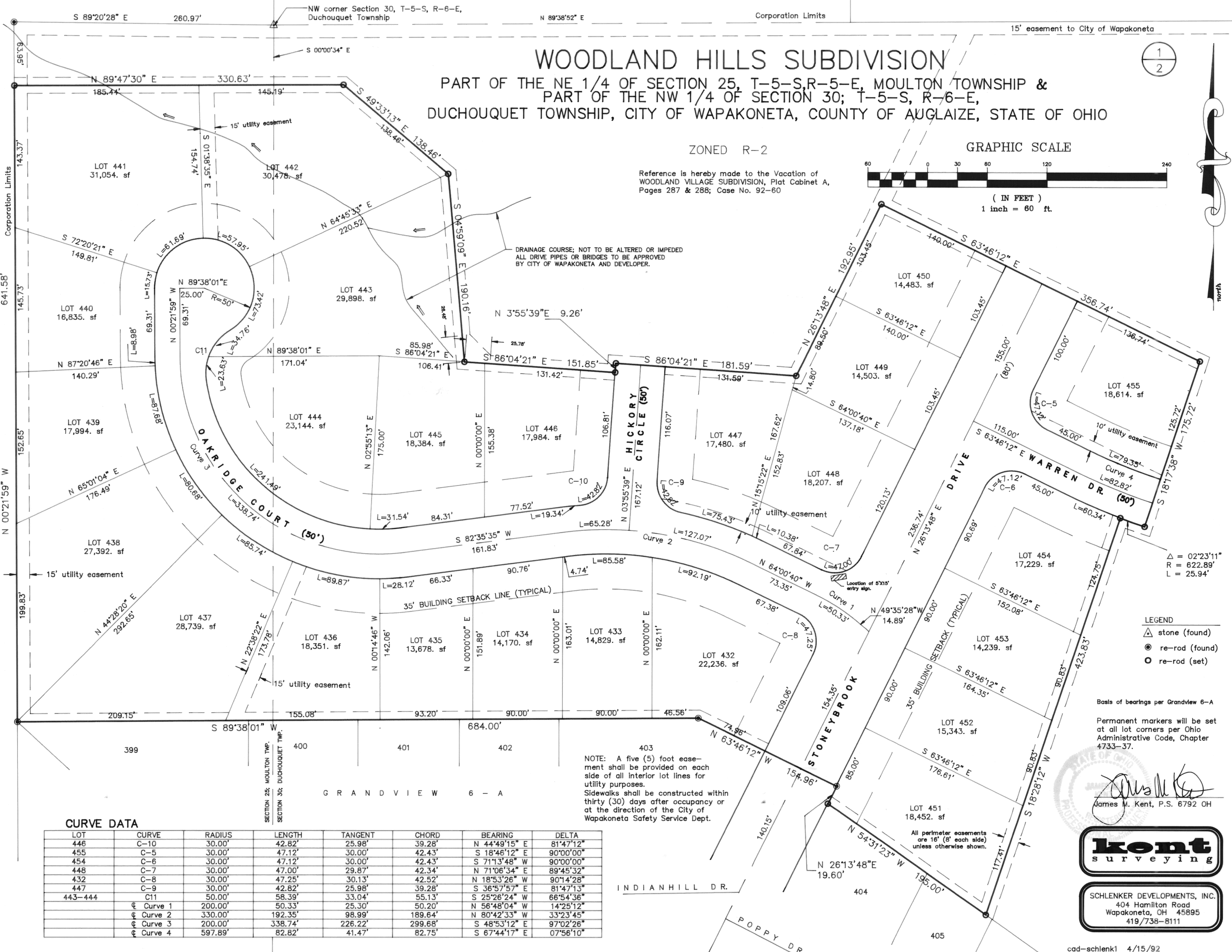
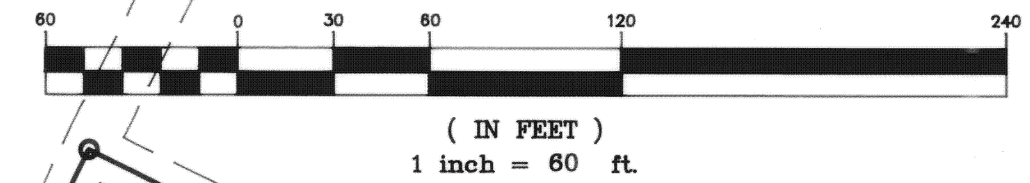
WOODLAND HILLS SUBDIVISION

PART OF THE NE 1/4 OF SECTION 25, T-5-S, R-5-E, MOULTON TOWNSHIP &
PART OF THE NW 1/4 OF SECTION 30; T-5-S, R-6-E,
DUCHOUQUET TOWNSHIP, CITY OF WAPAKONETA, COUNTY OF AUGLAIZE, STATE OF OHIO

ZONED R-2

Reference is hereby made to the Vacation of
WOODLAND VILLAGE SUBDIVISION, Plat Cabinet A,
Pages 287 & 288; Case No. 92-60

GRAPHIC SCALE



DRAINAGE COURSE; NOT TO BE ALTERED OR IMPEDED
ALL DRIVE PIPES OR BRIDGES TO BE APPROVED
BY CITY OF WAPAKONETA AND DEVELOPER.

- LEGEND
- △ stone (found)
 - re-rod (found)
 - re-rod (set)

Basis of bearings per Grandview 6-A

Permanent markers will be set
at all lot corners per Ohio
Administrative Code, Chapter
4733-37.

James M. Kent
James M. Kent, P.S. 6792 OH

kent
surveying

SCHLENKER DEVELOPMENTS, INC.
404 Hamilton Road
Wapakoneta, OH 45895
419/738-8111

cad-schlenk1 4/15/92

CURVE DATA

LOT	CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
446	C-10	30.00'	42.82'	25.98'	39.28'	N 44°49'15" E	81°47'12"
455	C-5	30.00'	47.12'	30.00'	42.43'	S 18°46'12" E	90°00'00"
454	C-6	30.00'	47.12'	30.00'	42.43'	S 71°13'48" W	90°00'00"
448	C-7	30.00'	47.00'	29.87'	42.34'	N 71°06'34" E	89°45'32"
432	C-8	30.00'	47.25'	30.13'	42.52'	N 18°53'26" W	90°14'28"
447	C-9	30.00'	42.82'	25.98'	39.28'	S 36°57'57" E	81°47'13"
443-444	C11	50.00'	58.39'	33.04'	55.13'	S 25°26'24" W	66°54'36"
	Curve 1	200.00'	50.33'	25.30'	50.20'	N 56°48'04" W	14°25'12"
	Curve 2	330.00'	192.35'	98.99'	189.64'	N 80°42'33" W	33°23'45"
	Curve 3	200.00'	338.74'	226.22'	299.68'	S 48°53'12" E	97°02'26"
	Curve 4	597.89'	82.82'	41.47'	82.75'	S 67°44'17" E	07°56'10"

NOTE: A five (5) foot ease-
ment shall be provided on each
side of all interior lot lines for
utility purposes.
Sidewalks shall be constructed within
thirty (30) days after occupancy or
at the direction of the City of
Wapakoneta Safety Service Dept.

WOODLAND HILLS SUBDIVISION

LEGAL DESCRIPTION

Being a part of the northeast quarter of Section 25, T-5-S, R-5-E, Moulton Township and part of the northwest quarter of Section 30, T-5-S, R-6-E, Duchouquet Township, City of Wapakoneta, Auglaize County, Ohio and being more particularly described as follows:

Commencing at a stone marking the location of the northwest corner of Section 30; thence N 89°20'28" W along the north line of the northeast quarter of Section 25 for a distance of 260.97 feet to an iron pipe (found); thence along the easterly boundary of Beverly Hills Subdivision No. 3 on a bearing of S 00°21'59"E for a distance of 63.95 feet to a 5/8" re-rod w/cap (set) and the PLACE OF BEGINNING;

thence N 89°47'30"E for a distance of 330.63 feet to a 5/8" re-rod w/cap (set);

thence S 49°33'13" E for a distance of 138.46 feet to a 5/8" re-rod w/cap (set);

thence S 04°59'09" E for a distance of 190.16 feet to a 5/8" re-rod w/cap (set);

thence S 89°04'21"E for a distance of 151.85 feet to a 5/8" re-rod w/cap (set);

thence N 03°55'39"E for a distance of 9.26 feet to a 5/8" re-rod w/cap (set);

thence S 86°04'21" E for a distance of 181.59 feet to a 5/8" re-rod w/cap (set);

thence N 26°13'48"E for a distance of 192.95 feet to a 5/8" re-rod w/cap (set);

thence S 63°46'12"E for a distance of 356.74 feet to a 5/8" re-rod w/cap (set);

thence S 18°17'38" W for a distance of 175.72 feet to a 5/8" re-rod w/cap (set);

thence with a non-tangent curve having a radius of 622.89 feet, a central angle of 2°23'11" and a tangent length of 12.97 feet and a chord which bears N 70°30'47" W and measures 25.94 feet for an arc distance of 25.94 feet to a 5/8" re-rod w/cap (set);

thence S 18°28'12"W for a distance of 423.83 feet to a 5/8" re-rod w/cap (set);

thence N 54°31'23"W along the northerly line of Grandview Estates 6-A, for a distance of 195.00 feet to a 5/8" re-rod w/cap (set);

thence N 26°13'48" E along the easterly right-of-way line of Stoneybrook Drive for a distance of 19.60 feet to a 5/8" re-rod w/cap (found);

thence N 63°46'12" W along the northerly line of said Grandview Estates 6-A for a distance of 154.96 feet to a 5/8" re-rod w/cap (found);

thence continuing along the northerly line of said Grandview 6-A, S 89°38'01" W for a distance of 684.00 feet to a 5/8" re-rod w/cap (found);

thence N 00°21'59" W along the easterly line of Beverly Hills Subdivision No. 3 for a distance of 641.58 feet to the PLACE OF BEGINNING, containing therein 13.3746 acres more or less, of which 3.806 acres being in the northeast quarter of Section 25, Moulton Township and 9.56 acres being located in the northwest quarter of Section 30, Duchouquet Township.

James M. Kent, P.S. 6792 OH

PROTECTIVE COVENANTS

- Building sites shall be used and occupied solely for private residential purposes by a single family, including family servants.
- The living space above grade for a one-story dwelling exclusive of open porches and garages, erected upon said above described lots, shall be not less than 1,500 total 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 lots, shall be not less than 1,800 total square feet. No cinder or cement block structure shall be permitted on said lots except in foundations. The dwelling unit must be completed within a six (6) month period from the start of construction.
- No building or structure such as house trailers, manufactured homes or other types of housing structures which are built and assembled at another location will be permitted to be moved onto any lot in this subdivision.

4. Drives shall be at least ten (10) feet in width and constructed of blacktop, concrete or paving brick. Construction of sidewalks within the street right-of-way shall be the responsibility of the Lot owner in accordance with the City of Wapakoneta Specifications.

5. 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 nuisance to the neighborhood.

6. No trailer, basement, tent, shed, garage, barn or other outbuilding shall be used on any lot at any time either as a temporary or permanent dwelling.

7. No signs of any kind shall be displayed to the public view on any lot in said plat, except one of the following types:

1. One (1) sign advertising the property for sale or rent.

2. One (1) sign to advertise the property during construction, development and sale.

8. 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.

9. 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 lots shall be mowed and the grass kept neat, trimmed and cut at all times.

10. These covenants, restrictions and limitations shall be binding on all parties hereto and all owners of lots in said plat for a period of ten (10) years from this date, after which time, such covenants, restrictions and limitations shall automatically extend for successive periods of one (1) year 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.

11. 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 homes or other chattels of a similar nature shall be stored or maintained on the premises.

12. No owner of any Lot shall interfere with the natural flow of surface water through drainage swales or drainage pipes on his Lot.

13. 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.

14. All easements and right-of-way are reserved in and over such said lots as are shown on said plat, for the construction therewith for the transmission of electricity, for telephone or 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 of 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.

15. No fence shall be erected on any lot in this subdivision without express written approval of the Developer or its assignee. Any application for the construction of a fence shall show the location, height and type of material and if approved and built shall be properly maintained at all times.

16. No television, radio or other type of external antenna or receiving dish shall be installed on any lot with out the express written approval of the developer or its assignee. approval will only be granted if the design and location is determined by the developer or its assignee, at its sole discretion, to be of no detriment to the aesthetics of the neighborhood.

17. 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.

18. No structure including the main residence, garage, out building or storage shed shall be erected on any lot in

the subdivision until the plans and specifications have been approved, in writing, as to location, grade, elevation, 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 E. Schlenker and Edward 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 being submitted to them in proper form, 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.

19. These Protective Covenants are in addition to any applicable City of Wapakoneta building and zoning regulations and the more restrictive of the two shall prevail.

DEDICATION

We, the undersigned owners of the land shown, have caused the area encompassed by this plat to be surveyed, platted and to be known as WOODLAND HILLS SUBDIVISION, and do hereby certify that said plat is a true representation of the same. We also dedicate the street right-of-ways and the utility easements as shown on the above plat to the public for their use forever.

SCHLENKER DEVELOPMENTS, INC.

Witness:

By: John A. Schlenker 5-29-92
John A. Schlenker, President date

By: Philip E. Schlenker 5-29-92
Philip E. Schlenker, Secretary date

ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF AUGLAIZE

Before me, a Notary Public in and for the County and State aforesaid, personally appeared John A. Schlenker, President, and Philip E. Schlenker, Secretary of SCHLENKER DEVELOPMENTS, INCORPORATED, an Ohio Corporation, 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 29 day of MAY, 1992

EARLENE J. HAYNES, Notary Public
State of Ohio
My Commission Expires Sept. 2, 2004

Notary Public

DEDICATION

We, the undersigned owners of a portion of the land shown, do hereby dedicate those easement areas that are within the confines of our property to the public forever.

Witness

By: John H. Schlenker -5-29-92
John H. Schlenker date

By: Evon E. Schlenker -5-29-92
Evon E. Schlenker date

ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF AUGLAIZE

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared John H. and Evon E. Schlenker, 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 29 day of MAY, 1992

EARLENE J. HAYNES, Notary Public
State of Ohio
My Commission Expires Sept. 2, 2004

NOTARY PUBLIC

PLANNING COMMISSION APPROVAL

The Planning Commission of the City of Wapakoneta hereby

certifies that the above plat was approved by said Commission on

the 4th day of APRIL, 1992.

John Swartz, Chairman

Thomas Steinke, Secretary

CERTIFICATE OF ACCEPTANCE

I hereby certify that the above plat was approved and the

street right-of-way and easements dedicated thereon were accepted

ed by the City of Wapakoneta, Ohio.

By: Rex Katterheinrich
Rex Katterheinrich,
Director of Public Service & Safety

5/29/92
date

AUDITOR'S CERTIFICATE

This plat was filed for transfer this 1st day of June, 1992.

Fee: 00

Auglaize County Auditor

RECORDER'S CERTIFICATE

Number: 4084

Filed for record in the Auglaize County Recorder's Office on

this 1st day of June, 1992 at 8:30 a.m., and recorded

in Plat Cabinet CD, Page 34-35

Auglaize County Recorder

kont
surveying

SCHLENKER DEVELOPMENTS, INC.
404 Hamilton Road
Wapakoneta, OH 45895
419/738-8111