

WOODLAND HILLS SUBDIVISION N° 3

LEGAL DESCRIPTION

Being a 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°38'52" E along the north line of the northwest quarter of Section 30 for a distance of 332.11 feet to the northwest corner of what was formerly Woodland Village Subdivision (Vacated by Case 92-60); thence S 21°38'39"W along the westerly line of said former subdivision for a distance of 416.67 feet to a point; thence continuing along said westerly line S 07°24'25"E for a distance of 164.00 feet to a point; thence N 82° 35'35"E for a distance of 23.00 feet to a point; thence S 07°24'25"E for a distance of 155.71 feet to a point on the north line of Grandview Estates 6-A (said point being N 89°38'01"E and 498.90 feet from the northwest corner of said Grandview 6-A); thence N 89°38'01"E along said north line of Grandview 6-A, for a distance of 185.10 feet to a re-rod (found); thence S 83°46'13"E along said northerly line of Grandview 6-A, for a distance of 154.96 feet to a 5/8" re-rod (found) on the easterly right-of-way line of Stoneybrook Drive; thence S 26° 13'48"W along said easterly right-of-way line for a distance of 19.60 feet to a 5/8" re-rod w/cap (found); thence S 54° 31'21"E along the northerly line of Grandview 6-A and the southerly line of Lot 451 of Woodland Hills Subdivision, for a distance of 195.00 feet to a 5/8" re-rod w/cap (found) and the PLACE OF BEGINNING; thence N 18° 28' 12"E along the easterly line of Woodland Hills Subdivision 1, for a distance of 423.83 feet to a 5/8" re-rod w/cap (found); thence along a non-tangent curve (concave to the north/north east) having a radius of 622.89 feet and a chord which bears S 70° 30' 47"E for an arc distance of 25.94 feet to a 5/8" re-rod w/cap (found); thence N 18° 17' 38"E along the aforesaid easterly line of Woodland Hills Subdivision 1, for a distance of 175.72 feet to a 5/8" re-rod w/cap (found); thence S 88° 29' 50"E for a distance of 168.29 feet to a 5/8" re-rod w/cap (set); thence S 03° 43' 02"E for a distance of 338.00 feet to a 5/8" re-rod w/cap (set); thence N 86° 18' 56"E for a distance of 200.70 feet to a 5/8" re-rod w/cap (set); thence S 43° 40' 31"E for a distance of 179.71 feet to a 5/8" re-rod w/cap (set); thence S 00° 29' 21"E for a distance of 227.03 feet to the northerly line of Grandview 6-A; thence along the northerly line of said Grandview Estates 6-A for the following courses; S 83° 38' 01"W for a distance of 246.79 feet to a point; N 86° 58' 46"W for a distance of 210.07 feet to a point; N 73° 16' 33"W for a distance of 109.98 feet to a point; N 54° 31' 23"W for a distance of 205.84 feet to the PLACE OF BEGINNING, containing therein 7.349 acres more or less.

James M. Kent, P.E. 6792 OH

PROTECTIVE COVENANTS

1. Building sites shall be used and occupied solely for private residential purposes by a single family, including family servants.
2. 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 six (6) month period from the start of construction.
3. 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 without 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 N° 3, 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:

Edward L. Shroyer By: John A. Schlenker 8-19-93
John A. Schlenker, President date

Pat Shroyer By: Philip E. Schlenker 8-19-93
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 19th day of August, 1993.

Barlene J. Haynes
Notary Public
State of Ohio
Commission Expires Sept. 8, 1994

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:

Barlene J. Haynes By: John H. Schlenker 8-19-93
John H. Schlenker date

Pat Shroyer By: Evon E. Schlenker 8-19-93
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 19th day of August, 1993.

Barlene J. Haynes
Notary Public
State of Ohio
Commission Expires Sept. 8, 1994

PLANNING COMMISSION APPROVAL

The Planning Commission of the City of Wapakoneta hereby

certifies that the above plat was approved by said Commission on

the 25th day of August, 1993.

John E. Swartz
John Swartz, Chairman
Thomas W. Steinle
THOMAS STEINLE, 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

by Council of the City of Wapakoneta, Ohio.

Rex Katterheirich
Rex Katterheirich,
Director of Public Service & Safety

August 27, 1993
date

Carlene J. Koch
Clerk of Council

8-27-93
date

AUDITOR'S CERTIFICATE

This plat was filed for transfer this 7th day of Sep, 1993.

Fee: _____

Laura Schumann
Auglaize County Auditor

RECORDER'S CERTIFICATE

Number: 7063

4320

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

this 7th day of September, 1993 at 1:56 p.m., and recorded

in Plat Cabinet C, Page 4243

Marlene Schumann
Auglaize County Recorder

kont
surveying

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

WOODLAND HILLS SUBDIVISION N° 3

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

NOTE: A five (5) foot easement 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.

LEGEND

- 5/8" re-rod w/cap (found)
- 5/8" re-rod w/cap (set)

All perimeter easements are 16' (8' each side) unless otherwise shown.

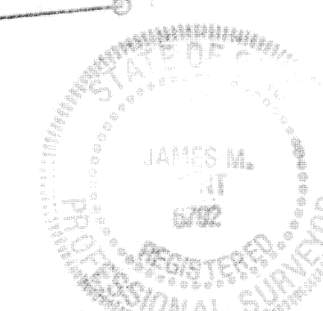
Permanent markers will be set at all lot corners per Ohio Administrative Code, Chapter 4733-37. Basis of Bearings per Grandview Estates 6-A

JAMES M. KENT, PS 6792 OHIO

kent
surveying

SCHLENKER DEVELOPMENTS, INC.
404 Hamilton Road
Wapakoneta, OH 45895

CAD - WOODLAND



CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	597.89'	312.50'	159.91'	308.96'	S 78°44'37" E	29°56'50"
C-2	210.00'	437.61'	359.35'	362.62'	S 55°55'42" E	119°23'51"
C-3	30.00'	41.44'	24.79'	38.22'	N 35°48'05" W	79°08'38"
C-4	30.00'	47.72'	30.60'	42.85'	S 49°20'22" W	91°08'17"
C-5	30.00'	42.51'	25.71'	39.04'	N 49°04'40" E	81°11'10"

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

NORTH

STONEBROOK DRIVE (80')

WARREN DRIVE (50')

35' BUILDING SETBACK

FIELDSTONE COURT (50')

MAINTAIN SWALE

10' EASEMENT

15' SAN EASEMENT

WOODLAND HILLS SUBDIVISION N° 3
LOT 454
Δ = 02°23'11"
R = 622.89'
L = 25.94'

GRANDVIEW ESTATES

