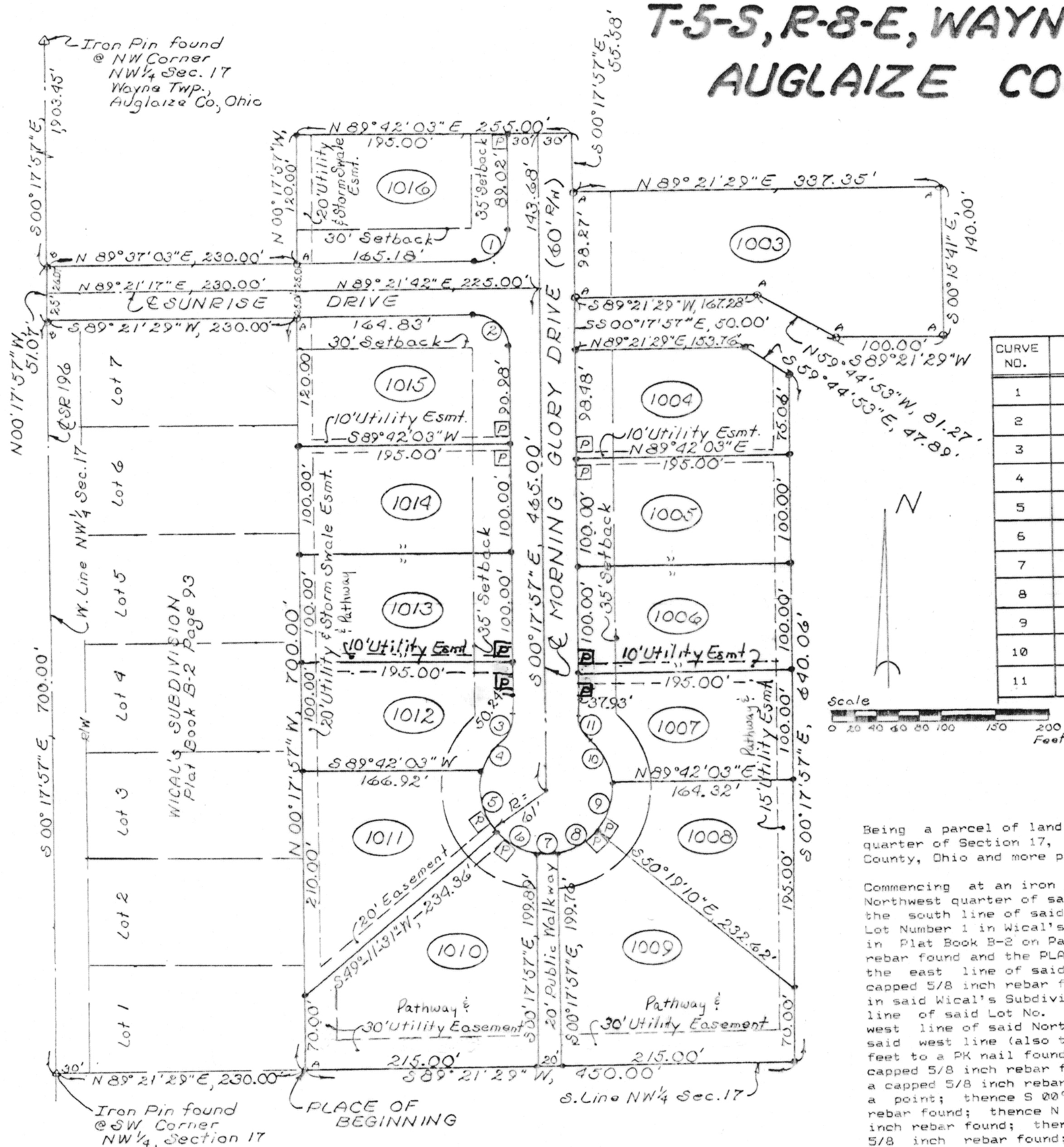


DAYBREAK ESTATES No 1

Pt. W $\frac{1}{2}$, NW $\frac{1}{4}$, SECTION 17

T-5-S, R-8-E, WAYNE TOWNSHIP,

AUGLAIZE COUNTY, OHIO.



SURVEYOR'S CERTIFICATION

I hereby certify that this plat is based on a true and accurate survey made by me in January, 1987. A 5/8 inch rebar topped with a plastic Peramark cap stamped: KUCK & MORRISSEY - LS 6470 is or will be placed at each lot corner within six (6) months of the recording date of this plat.

Richard D. Morrissey
Registered Surveyors, No. 6470 (Ohio)
KUCK AND MORRISSEY, INC.

LEGEND

- 9a ~ Capped 5/8" Rebar found
- 9b ~ PK nail found
- ~ Capped 5/8" Rebar set

□ ~ 15'x15' Easement for underground propane storage tank

CURVE NO.	RADIUS	ARC	CHORD: BEARING & DISTANCE
1	30.00'	46.95'	S 44 31'52" W, 42.30'
2	30.00'	47.30'	S 45 28'08" E, 42.55'
3	30.00'	25.53'	S 24 04'34" W, 24.76'
4	61.00'	32.94'	S 32 58'46" W, 32.55'
5	61.00'	61.41'	S 11 20'07" E, 58.85'
6	61.00'	43.31'	S 60 31'08" E, 42.41'
7	61.00'	20.09'	N 89 42'18" E, 20.00'
8	61.00'	43.21'	N 59 58'31" E, 42.32'
9	61.00'	48.92'	N 16 42'17" E, 47.62'
10	61.00'	45.54'	N 27 39'37" W, 44.49'
11	30.00'	25.53'	N 24 40'28" W, 24.75'

DESCRIPTION

Being a parcel of land situate in the west half of the Northwest quarter of Section 17, T-5-S, R-8-E, Wayne Township, Auglaize County, Ohio and more particularly described as follows:

Commencing at an iron pin found at the southwest corner of said Northwest quarter of said Section 17; thence N 89°21'29" E with the south line of said Northwest quarter (also the south line of Lot Number 1 in Wical's Subdivision as shown on the recorded plat in Plat Book E-2 on Page 93), 230.00 feet to a capped 5/8 inch rebar found and the PLACE OF BEGINNING; thence N 00°17'57" W with the east line of said Wical's Subdivision, 700.00 feet to a capped 5/8 inch rebar found at the northeast corner of Lot No. 7 in said Wical's Subdivision; thence S 89°21'29" W with the north line of said Lot No. 7, 230.00 feet to a PK nail found on the west line of said Northwest quarter; thence N 00°17'57" W with said west line (also the centerline of State Route 196), 51.07 feet to a PK nail found; thence N 89°37'03" E, 230.00 feet to a capped 5/8 inch rebar found; thence N 00°17'57" W, 120.00 feet to a capped 5/8 inch rebar set; thence N 89°42'03" E, 255.00 feet to a point; thence S 00°17'57" E, 55.58 feet to a capped 5/8 inch rebar found; thence N 89°21'29" W, 140.00 feet to a capped 5/8 inch rebar found; thence S 89°21'29" W, 100.00 feet to a capped 5/8 inch rebar found; thence N 59°44'53" W, 81.27 feet to a capped 5/8 inch rebar set; thence S 89°21'29" W, 167.28 feet to a capped 5/8 inch rebar set; thence S 59°44'53" E, 47.89 feet to a capped 5/8 inch rebar set; thence S 00°17'57" E, 640.06 feet to a capped 5/8 inch rebar set on the south line of said Northwest quarter of said Section 17; thence S 89°21'29" W with said south line, 450.00 feet to the PLACE OF BEGINNING containing 9.210 acres more or less and subject to all legal easements of record.

We, the undersigned, being the President of DAYLYN CORPORATION, an Ohio corporation, the owner of Lots Number 1004 through 1016 inclusive and the undersigned being the owner of Lot Number 1003 as platted herein, adopt said plat and dedicate the land within the road right-of-way to the use and benefit of the public forever. Easements shown on this plat are for the construction, operation, maintenance, repair, replacement or removal of water line, storm sewers, open ditch, sanitary sewer, gas, electric, telephone or other utility lines or services and for the express privilege of removing any trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. IN WITNESS WHEREOF, We have hereunto signed our names as the sole owners of the land herein.

WITNESS:

DAYLYN CORPORATION
An Ohio Corporation
Benjamin F. Yale
President

Barbara V. Carl
Owner of Lot Number
1003

ACKNOWLEDGEMENT
Owner of Lot Number
1003

STATE OF OHIO
COUNTY OF AUGLAIZE

Before me, a Notary Public in and for said State and County, did personally appear the above signed owners of the lots platted herein who acknowledged that they signed the hereon plat and the signing thereof was their free act and deed. In WITNESS whereof, I affix my hand and seal this 21st day of December, 1995.

My commission expires
Sept. 22, 1998

Julia A. Hulsmeyer
Notary Public
Auglaize County, Ohio.

APPROVAL OF PLANNING COMMISSION

This plat having been approved by the Village Planning Commission of the Village of Waynesfield, Ohio, I, the undersigned chairman of the Village Planning Commission, hereby, on behalf of said Village and Commission, approve and accept this plat this 2nd day of November, 1995.

Frederick S. Oakeshott, Jr.
Chairman of the Village Planning
Commission

COUNTY AUDITOR'S CERTIFICATION

This plat filed for transfer this 21st day of December, 1995.

Fee
Wayne Schumann
Auditor, Auglaize County, Ohio.

COUNTY RECORDER'S CERTIFICATION

No. 07263
Filed for record in the Auglaize County Recorder's Office this 21st day of December, 1995 at 4:10 o'clock P.M. and recorder in Auglaize County Plat Book C on Page 102-109. Fee \$43.20
Maureen Schumann
Recorder, Auglaize County, Ohio.

DAYBREAK ESTATES NO. 1 COVENANTS and RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Definitions.

"Declarant" - Daylyn Corporation or any transferee or assignee of an express assignment of Daylyn's rights and obligations under this declaration.

"Lot" - A parcel identified on the subdivision map as a portion of the subdivision available for sale.

"Lot Owner" - The titled owner of a lot, and, where the context makes sense, those residing with the owner and the tenant of the owner.

"Subdivision" - Daybreak Estates I as well as additions to the subdivision by subsequent subdivisions within the same section of real estate wherein Daybreak Estates I is located and constituting a contiguous area.

Section 2. Each lot shall be used as a residence for a single family dwelling and for no other purpose.

Section 3. No residence shall be smaller than fourteen hundred (1400) square feet exclusive of basement and attached garage. If it is more than a one story structure, then the minimum square footage in the ground floor shall be nine hundred (900) square feet.

Section 4. No buildings or structure of any kind shall be located on any building site nearer than thirty five (35) feet from the front property line or nearer than ten (10) feet from the side property line (except on corner lots where no structure shall be located nearer than thirty (30) feet from the street side property line). The restriction as to the distance at which buildings shall be placed from the front, side and rear lot lines shall apply to and include porches, port-cocheres, and other similar projections. All residential structures located on building sites must front on a street, excepting that structures on corner lots may be located diagonally thereon.

Section 5. All buildings shall be made of new material and constructed or assembled on the premises. Construction is subject to Section 14 for approval. All new construction, remodeling, and repairs shall be completed within six (6) months of commencement. All landscaping shall be completed within six (6) months from date of completion of house. Yards are to have a finished grade, and are to be sowed within six (6) months from date the houses are completed.

Section 6. No mobile homes, or sectionals, in whole or in part shall be permitted on the lots, temporarily or permanently. No outbuilding, recreational vehicle, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently. This clause shall not be construed to authorize the construction of any such structure if it is otherwise not permitted by these regulations.

Section 7. All out buildings, storage sheds, greenhouses, garages, etc. shall be part of, or attached to, the existing house, and shall use the same or complimentary brick or siding as used on the house. An owner may construct and maintain in good condition no more than one detached utility shed which is no larger than one hundred twenty (120) square feet and no higher at its highest point than nine (9) feet. A property owner may construct and maintain in good condition a child's play house or tree house.

Section 8. Each residence shall have attached at least a one and one half (1 1/2) car garage with a separate pedestrian exit.

Section 9. No business shall be conducted in any residence with the exception of the business of declarant in developing all of the lots as provided in Section 15, below.

Section 10. No business sign of any kind shall be displayed to public view on a lot except customary name and address signs and lawn signs of not more than six (6) square feet in size advertising a property for sale or rent.

Section 11. Nothing shall be done or kept on a lot which would increase the rate of insurance relating thereto over the rate for a residence, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

Section 12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other household pets (not to exceed two (2)) may be kept in the residence of owners, so long as they are not kept, bred, or maintained for commercial purposes. There shall be no outside buildings, structures, pens, or areas for boarding, keeping, housing or protecting such animal. Dogs, when outside the residence, shall be on a leash or otherwise appropriately restrained, and no dog shall be permitted to interfere with the peaceful use of other lots in the subdivision, its streets, sidewalks and bikeways.

Section 13. No fence, hedge, wall, or other dividing instrumentality over four (4) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except as a privacy fence directly attached or adjoining the residence and encompassing an area not to exceed 500 square feet. Any such fences must be constructed and maintained of attractive and durable materials. No barbed wire, field fencing, poultry wire, or similar type may be used. Fences shall be within the set back lines for the house. No fence shall block any bikeway or pathways in the Subdivision.

Section 14. No structure shall be altered or constructed on any lot except by the written consent of Benjamin F. Yale, or such other person or persons appointed by the Declarant. Such review may be subjective and denial of approval may be for any reason as deemed appropriate by the named persons including esthetic concerns, quality of construction, and a desire for diversity in types of housing. The review may require construction that represents improvement over existing houses.

Section 15. Declarant shall undertake the work of selling or developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of lots or residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. Nothing in this Declaration shall be construed or understood to hinder or prevent the Declarant from completing that task as it alone deems fit even if such act is contrary to a provision herein.

Section 16. All liquid petroleum gas storage tanks shall be located in proper containers of no less than five hundred (500) gallon capacity and buried in the ground in conformance to applicable regulations within the zone as platted for each lot for such purposes. Decorative shrubs and other plantings shall surround the exposed portion of the tank.

Section 17. There shall be no above ground cables permitted anywhere in the subdivision. All electrical, cable, phone and other wire service shall be underground.

Section 18. No lot shall be split.

Section 19. All landowners shall locate and maintain shade trees along approximately every forty feet along a line that is parallel to the sidewalk and approximately five (5) feet from the sidewalk.

Section 20. A lot shall have no more than one (1) access from the street to the lot not to exceed twenty (20) feet in width and no less than ten (10) feet in width. The driveway shall be paved.

Section 21. No campers, ski-mobiles, boats or associated chattels shall be stored outside on any property in the subdivision except in the driveway during season.

Section 22. No trucks over 3/4 ton or tractor-trailer combinations shall be permitted in the subdivision except for the purposes of delivery services or products to a specific residence or for the purpose of delivery or removal of goods in the event of construction, remodeling or moving. No trucks shall remain overnight.

Section 23. All owners shall provide a four (4) foot sidewalk in the street right of way adjacent to their property as located on the plat map. Such sidewalk shall be constructed of concrete four inches 4" thick. The grade of the sidewalk shall be the same as the land on which it is located and shall be even to any driveway, street, or sidewalks it connects to. Owners of corner lots at intersections shall continue the sidewalk to the street.

Section 24. No owner shall store or permit storage of any farm equipment, construction equipment, semi-tractors, disabled vehicles, junked vehicles, or unlicensed, or salvaged vehicles, trailers, or boats on any lot. No repairing of any vehicle, trailer or boat shall be done except in the owner's attached garage, and, then, only for his or her own personal use.

Section 25. Off street parking must be provided at each home site for at least four (4) automobiles, two (2) of which can be in the garage and the balance of which can be in the driveway. No long term on street parking is permitted.

Section 26. No house may be occupied until completed.

Section 27. Owners of each lot shall be prohibited from filling streetside swales and swales located at the rear of lots. Further, the lot owner shall dispose of all waste through the sanitary sewer system and shall dispose of all rain water and runoff in the swales or storm sewer.

Section 28. No swimming pools of any kind shall be permitted to be placed or suffered to remain on said premises unless the same shall be installed in ground so that the top thereof, exclusive of diving boards, shall not be more than one (1) foot above the established grade level of the lot on which said swimming pool is to be installed. Pools must be surrounded by a fence and secured in such a way to restrain a child from entering the pool area on his or her own. This restriction shall not be construed to apply to infant's, inflatable or portable wading pools.

Section 29. No trash, litter or debris of any kind shall be placed or permitted to accumulate upon any lot other than in closed sanitary receptacles. No noxious odors shall be permitted to emanate from any lot, nor shall any portion of any lot be maintained in such condition as to be unsafe, unsanitary, unsightly or detrimental to any occupant of the subdivision. No hazardous, noxious, or offensive activities shall be carried on any lot, nor shall anything be done thereon which may be or may be an annoyance or a nuisance to other occupants of the subdivision. Without limiting any of the foregoing, no loudspeakers, horns, whistles, bells or other sound-producing devices, except security devices used exclusively for security purposes, shall be located or used on the exterior of any building on any lot, nor shall any exterior lights be installed or used, the principal beam of which would shine onto adjoining lots.

Section 30. No antenna or satellite dish for the transmission or reception of television or radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any lot outside any building, whether attached to a building or otherwise which either is for commercial purposes, interferes in the reception of such signals by other lot owner's, or is taller than the distance from its base to the nearest set back lines for the lot upon which it is located.

Section 31. Enforcement of the terms of these restrictions 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 and shall vest in each of the lot owners of this development or the Daybreak Estates Homeowners Association. Said lot owners may, at their discretion, join together to enforce any and all of the terms of this agreement.

Section 32. Should any one or more of the foregoing restrictions, covenants or conditions at any time in the future be held illegal, void or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants or conditions, all of which shall remain in full force and effect.

Section 33. At the time of this subdivision lot number 1003 has a house on it. So long as the present house remains, it is not required to comply with these restrictions except that it must provide an attached one and one-half (1 1/2) car garage within one (1) year of the construction of the first house in this subdivision and must provide sidewalks upon the development of additional lots on Morning Glory Drive north of Sunrise Drive. All other regulations apply.

Section 34. Each lot owner is a member of Daybreak Estates Homeowners Association and subject to a levy up to \$100.00 per year by said Association in accordance with its by-laws.

Section 35. The foregoing restrictions, covenants and conditions shall run with the land and shall be binding on all future owners of all building sites, and all premises claiming under this. These shall be in effect for five (5) years unless changed by unanimous consent of the owners of all lots and continue until changed by a vote of the owners of three fourths (3/4) of all lots.