

SCHLENKER DEVELOPMENTS INC.

WOODLAND HILLS SUBDIVISION

Number 4

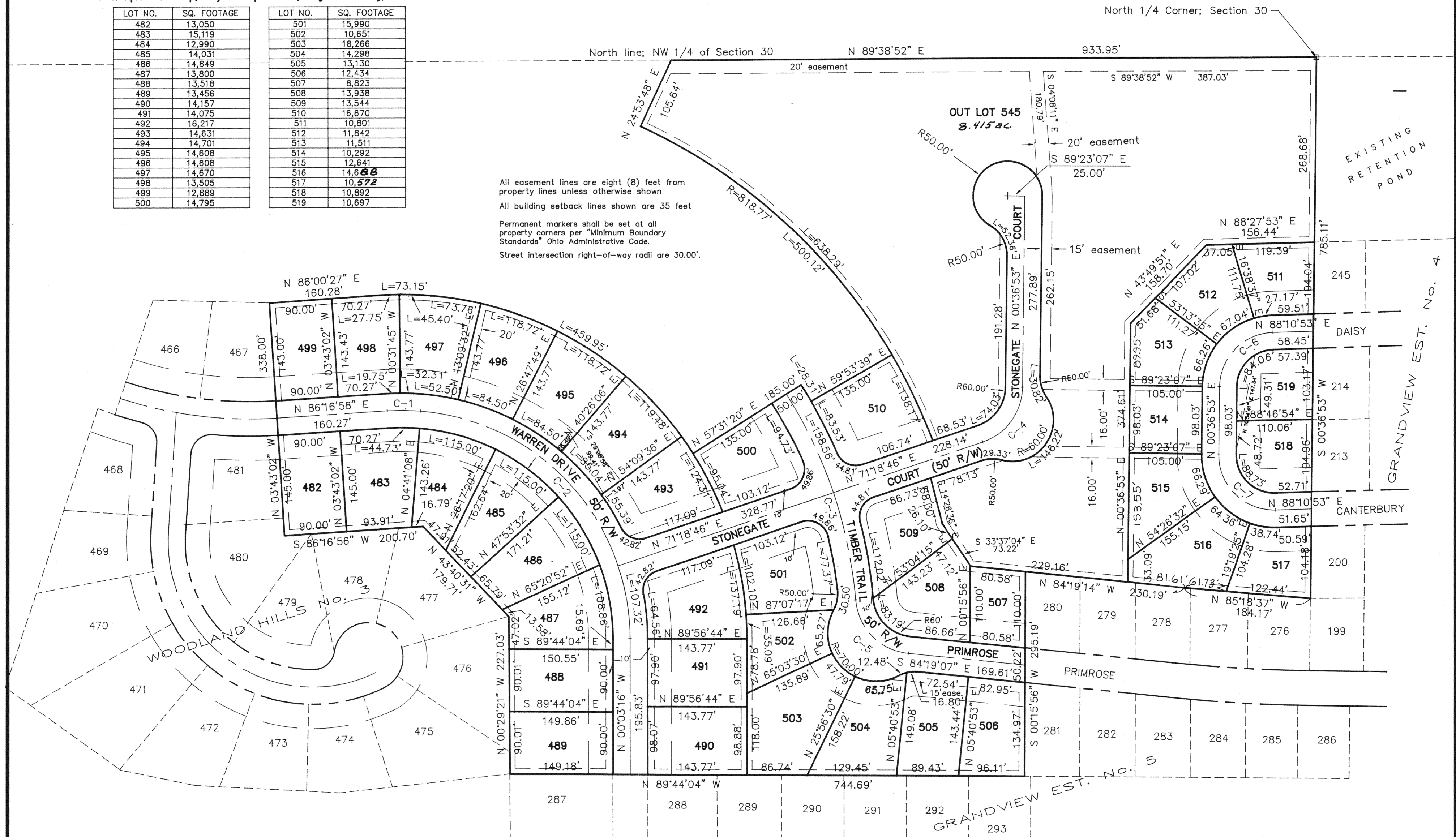
Part of the NW 1/4 of Section 30, T-5-S, R-6-E,
Duchquet Township, City of Wapakoneta, Auglaize County, Ohio.

LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
482	13,050	501	15,990
483	15,119	502	10,651
484	12,990	503	18,266
485	14,031	504	14,298
486	14,849	505	13,130
487	13,800	506	12,434
488	13,518	507	8,823
489	13,456	508	13,938
490	14,157	509	13,544
491	14,075	510	16,670
492	16,217	511	10,801
493	14,631	512	11,842
494	14,701	513	11,511
495	14,608	514	10,292
496	14,608	515	12,641
497	14,670	516	14,688
498	13,505	517	10,572
499	12,889	518	10,892
500	14,795	519	10,697

SIDEWALKS SHALL BE CONSTRUCTED WITHIN THIRTY (30) DAYS
AFTER OCCUPANCY OR AT THE DIRECTION OF THE CITY OF
WAPAKONETA SAFETY SERVICE DEPT.

North 1/4 Corner; Section 30

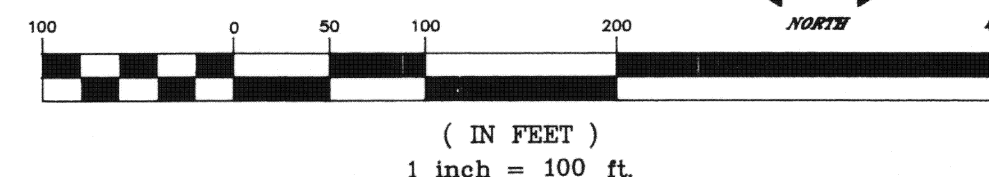
All easement lines are eight (8) feet from
property lines unless otherwise shown
All building setback lines shown are 35 feet
Permanent markers shall be set at all
property corners per "Minimum Boundary
Standards" Ohio Administrative Code.
Street intersection right-of-way radii are 30.00'.



CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	330.00'	48.40'	24.24'	48.35'	N 89°30'57" W	08°24'10"
C-2	330.00'	491.06'	303.77'	446.99'	S 42°41'04" E	85°15'36"
C-3	658.77'	317.30'	161.79'	314.24'	S 18°40'46" E	27°35'48"
C-4	85.00'	104.88'	60.29'	98.35'	N 35°57'50" E	70°41'53"
C-5	85.00'	117.85'	70.62'	108.63'	S 44°36'00" E	79°26'15"
C-6	80.00'	122.27'	76.67'	110.71'	S 44°23'53" W	87°34'00"
C-7	80.00'	129.06'	83.47'	115.51'	S 45°36'07" E	92°26'00"

GRAPHIC SCALE



kent
surveying

WOODLAND HILLS SUBDIVISION
No. 4
Final Plat
September, 1996

SCHLENKER DEVELOPMENTS INC.
WOODLAND HILLS SUBDIVISION
Number 4

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 more particularly described as follows:

BEGINNING at a monument box located at the northeast corner of the northwest quarter of said Section 30;

thence, S 00 degrees 36' 53" W along the northerly projection of and the westerly boundary of Grandview Estates #4, for a distance of 785.11 feet to a 5/8" re-rod w/cap (set) at the northwest corner of Lot 199 of said Grandview Estates #4, said point also being the north-east corner of Lot 276 of Grandview Estates #5;

thence, N 85 degrees 18' 17" W along the northerly boundary line of said Grandview Estates #5, for a distance of 184.17 feet to a 5/8" re-rod w/cap (found);

thence, continuing along the northerly boundary line of said Grandview Estates #5, N 84 degrees 19' 14" W, for a distance of 230.19 feet to a 5/8" re-rod w/cap (found);

thence, S 00 degrees 15' 56" W along the westerly boundary line of Lot 280, Primrose Drive and Lot 281, for a distance of 295.19 feet to a 5/8" re-rod w/cap (found);

thence, N 89 degrees 44' 04" W and continuing along the north-erly boundary of the aforesaid Grandview Estates #5, for a distance of 744.69 feet to a 5/8" re-rod w/cap (found), at the northwest corner of said Grandview Estates #5, said point also being the southeast cor-ner of Woodland Hills #3;

thence, N 00 degrees 29' 21" W along the easterly boundary of said Woodland Hills #3, for a distance of 227.03 feet to a 5/8" re-rod w/cap (found);

thence, N 43 degrees 40' 31" W and continuing along the afore-said easterly boundary, for a distance of 179.71 feet to a 5/8" re-rod w/cap (found);

thence, S 89 degrees 16' 56" W and continuing along the bound-ary of Woodland Hills #3, for a distance of 200.70 feet to a 5/8" re-rod w/cap (found);

thence, N 03 degrees 43' 02" W along the easterly line of Lot 481, Warren Drive and Lot 467 of said Woodland Hills #3, for a distance of 338.00 feet to a 5/8" re-rod w/cap (found) at the northeast corner of said Lot 467 of Woodland Hills #3;

thence, N 86 degrees 00' 27" E, for a distance of 160.28 feet to a 5/8" re-rod w/cap (set);

thence, along a curve which is concave to the South, having a radius of 498.77 feet, a central angle which measures 8 degrees 24' 10", a chord which bears S 89 degrees 30' 57" E, and a chord which measures 73.08 feet, for a total arc length of 73.15 feet to a 5/8" re-rod w/cap (set);

thence, along a curve which is concave to the southwest, having a radius of 498.77 feet, a central angle which measures 52 degrees 50' 12", a chord which bears S 58 degrees 53' 46" E, and a chord length which measures 443.83 feet, for a total arc length of 459.95 feet to a 5/8" re-rod w/cap (set);

thence, N 57 degrees 31' 20" E (radial to the aforesaid curve) for a distance of 185.00 feet to a 5/8" re-rod w/cap (set);

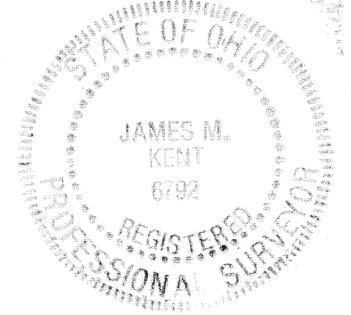
thence, with a non-tangent curve which is concave to the south-west, having a radius of 683.77 feet, a central angle of 2 degrees 22' 19", a chord which bears S 31 degrees 17' 31" E, and a chord length which measures 28.30 feet, for a total arc length of 28.31 feet to a 5/8" re-rod w/cap (set);

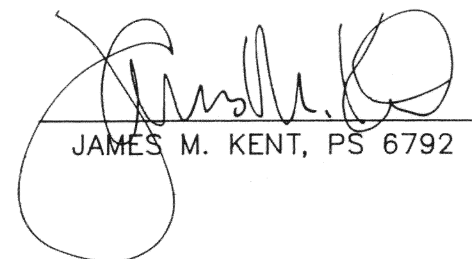
thence, N 59 degrees 53' 39" E (radial to the aforesaid curve) for a distance of 135.00 feet to a 5/8" re-rod w/cap (set);

thence, with a non-tangent curve which is concave to the south-west, having a radius of 818.77 feet, a central angle of 34 degrees 59' 51", a chord which bears N 47 degrees 36' 16" W, and a chord which measures 492.38 feet, for a total arc length of 500.12 feet to a 5/8" re-rod w/cap (set);

thence, N 24 degrees 53' 48" E (radial to the aforesaid curve) for a distance of 105.64 feet to a 5/8" re-rod w/cap (set) on the North line of the northwest quarter of Section 30;

thence, N 89 degrees 38' 52" E, along the aforesaid North line, for a distance of 933.95 feet to the POINT OF BEGINNING, containing therein 23.741 acres and subject to easements, reservations and re-strictions of record.




JAMES M. KENT, PS 6792 OH

PROTECTIVE COVENANTS FOR LOTS 482-519

1a. Lots 482-510: Building sites shall be used and occupied solely for private residential purposes by a single family, including family servants. Each single family home must have an attached two car, or larger, gar-age.

1b. Lots 511-519 Building sites shall be used and occupied solely for private residential purposes by a single family home or duplex including servants. Each single family home must have an attached one car, or larger garage. Duplexes shall have an attached one car, or larger garage per unit.

2a. Lots 482-501 & 509-510: 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, ex-clusive of open porches and garages, erected on said above-described lots, shall be not less than 1,700 total square feet. Each home must have a minimum 5/12 roof pitch. 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 con-struction. No manufactured homes or other types of housing structures which are built and assembled at another location will be permitted.

2b. Lots 502-508: 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 1,200 total square feet. The living space of a one and a half story, two-story or tri-level dwelling, ex-clusive of open porches and garages, erected on said above-described lots, shall be not less than 1,600 total square feet. Each home must have a minimum 5/12 roof pitch. 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 con-struction. No manufactured homes or other types of housing structures which are built and assembled at another location will be permitted.

2c. Lots 511-519: 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 1,000 total square feet. The living space of a one and a half story, two-story or tri-level dwelling, ex-clusive of open porches and garages, erected on said above-described lots, shall be not less than 1,200 total square feet. Each home must have a minimum 4/12 roof pitch. 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 con-struction. No manufactured homes or other types of housing structures which are built and assembled at another location will be permitted.

3. No house trailers or mobile homes will be permitted to be moved onto any lot in this subdivision.

4. Drives for single family homes shall be at least sixteen (16) feet in width and constructed of concrete or paving brick. Construction of side-walks IN 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 outbuildings 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:

- One (1) advertising the property for sale or rent;
- 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 lot 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 plat shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other wastes shall be kept only in san-itary 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 upon all parties hereto and all owners of lots in said plat for a period of ten (10) years from the date of this plat, after which time, such covenants, restric-tions 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 agree-ment 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 any lot in said subdivision for a period of longer than three (3) days.

12. No owner of any Lot shall interfere with the natural flow of surface water through drainage swales or drainage pipes on his/her 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 discre-tion, join together to enforce any and all of the terms of this agreement.

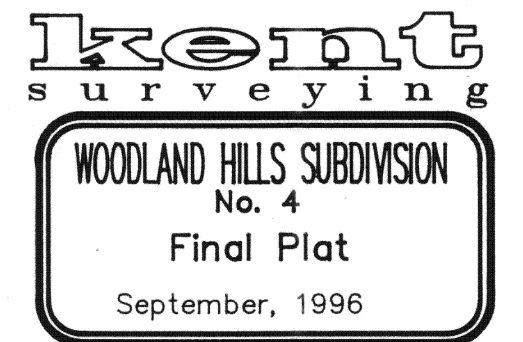
Enforcements shall be proceedings in law or in equity against any person or persons or legal entity violating or attempting to violate any covenant, restrictions, or limitations. These remedies are available to any lot owner of said above-described premises who may seek both a restraint of such violation and damages thereof.

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 or function maintain-ed, 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 the 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 these 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.



PLANNING COMMISSION APPROVAL

18. No structure including the main residence, garages, out buildings or storage sheds shall be erected on any lot in the subdivision until 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, David P. Schlenker and Edward Shroyer. The building plans shall include at least a site plan, elevation plan and floor plan.

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, 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.

The Planning Commission of the City of Wapakoneta hereby certifies that the above plat was approved by said Commission on the 30th day of OCTOBER, 1996.

Robert E. Hansen Oct 30, 1996
date

Thomas W. Steinke 10/31/96
Thomas Steinke, Secretary date

CERTIFICATE OF ACCEPTANCE

I hereby certify that the public improvements are constructed in accordance with the plans and specifications, or, that surety of an amount sufficient to complete the public improvements has been forwarded to the City, and accept the said improvements on behalf of the public.

Rex A. Katterheinrich 10/30/96
Rex Katterheinrich, date
Director of Public Service & Safety

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 #4, and do hereby certify that said plat is a true representation of the same. We also dedicate the street right-of-way and the utility easements as shown on the above plat to the public for their use forever.

SCHLENKER DEVELOPMENTS, INC.

Witness:

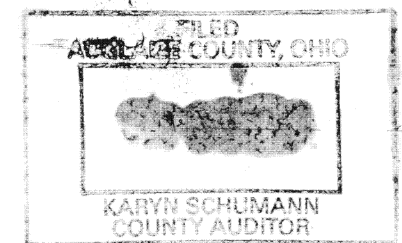
Nancy J. Lunsz John A. Schlenker 10-30-96
John A. Schlenker, President date

Edward L. Shroyer Philip E. Schlenker 10-30-96
Philip E. Schlenker, Secretary date

AUDITOR'S CERTIFICATE

This plat was filed for transfer this 31 day of Oct, 1996

Fee: _____



Karyn Schumann
Auglaize County Auditor

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 30 day of October, 1996.

Nancy J. Lunsz
Notary Public

NANCY J. LUNZ
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires July 4, 2001

RECORDER'S CERTIFICATE

Number: 67550

Filed for record in the Auglaize County Recorder's Office on this 31st day of October, 1996 at 3:40 p.m., and recorded in Plat Cabinet C, Page 126-128

Maureen Schumann
Auglaize County Recorder
\$64.80

