

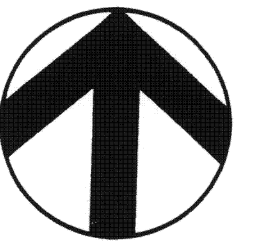
Lincoln Park Subdivision No. 1

Situated in the East Half of the Southeast Quarter of Section 19,
Duchouquet Township, Town-5-South, Range-6-East, County of Auglaize,
City of Wapakoneta, State of Ohio

16.591 Acres

ZONING

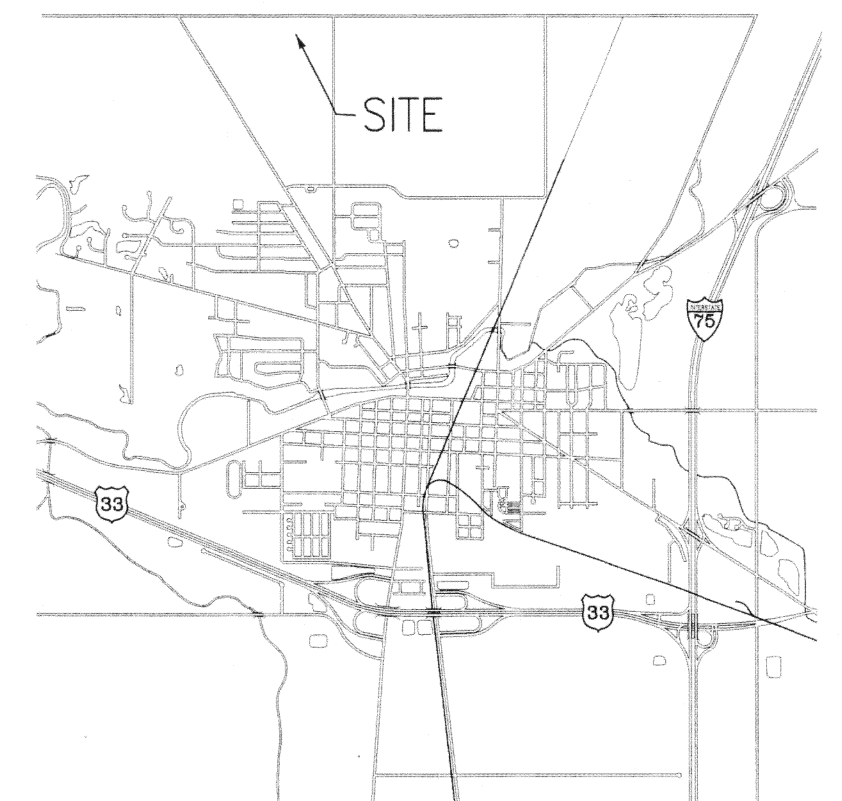
City of Wapakoneta, Ohio
R-2 Zoning Designation



PREVIOUS DEED REFERENCES

JON BREWER et al
DEED VOLUME OR 94, PAGE 301

LOCATION PLAN

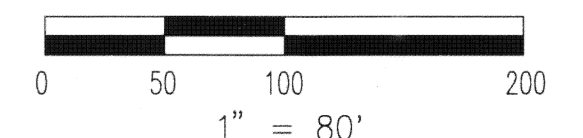


City of Wapakoneta, Ohio

LEGEND

- △ Railroad Spike (found)
- ▲ P.K. Nail/Shiner (set)
- Iron Pin (set)

SCALE



NOTES

All interior lot lines shall have a 6 foot easement for utility purposes located on both sides of said interior lot line, unless otherwise shown.

Sidewalks shall be constructed within 30 days after occupancy of the residence, or at the direction of the City of Wapakoneta Safety/Service Department.

All lot owners, their successors and assigns, shall automatically become a member of the Lincoln Park Neighborhood Association, and shall be subject to all duly enacted rules, regulations, guidelines, and aesthetic maintenance fees and obligations as provided for in the bylaws of the Association. All lot owners in the Subdivision shall also fully comply with the attached Covenant of Restrictions herein.



H & S Civil Engineers and Land Surveyors

913 Fieldstone Court Wapakoneta, Ohio 45895
Voice: (419) 738-4758 Email: HSCIVIL@BRIGHT.NET
Fax: (419) 739-7631

TRAVERSE TABLE

	Bearing	Distance
a	N. 01°-16'-14" W.	48.17'
b	N. 01°-16'-14" W.	2.71'
c	N. 01°-16'-14" W.	3.63'

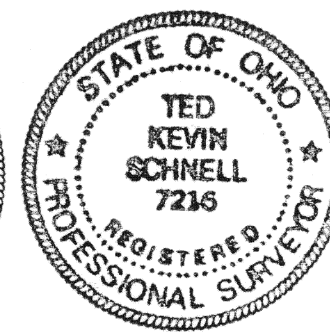
PROPERTY LINE CURVE DATA

Arc Length	Radius	Chord Distance	Chord Bearing
A	133.46'	170'	130.06' S. 23°-47'-09" E.
B	67.43'	230'	67.18' N. 37°-52'-41" W.
C	135.06'	170'	131.53' N. 69°-02'-10" W.
D	34.89'	230'	34.86' S. 50°-37'-19" E.
E	77.52'	230'	77.15' S. 64°-37'-22" E.
F	70.32'	230'	70.05' S. 83°-02'-12" E.
G	2.11'	230'	2.11' S. 88°-27'-59" W.
H	1.56'	170'	1.56' N. 88°-28'-11" E.
I	267.04'	170'	240.42' S. 46°-16'-14" E.
J	103.45'	230'	102.58' N. 78°-23'-05" W.
K	49.81'	230'	49.72' N. 59°-17'-40" W.
L	117.92'	230'	116.64' N. 38°-24'-06" W.
M	90.09'	230'	89.52' N. 12°-29'-31" W.
N	31.23'	20'	28.15' S. 43°-28'-01" W.
O	31.60'	20'	28.41' N. 46°-31'-59" W.
P	109.46'	230'	108.43' S. 15°-50'-45" E.
Q	3.68'	230'	3.68' S. 01°-45'-15" E.

PREPARED BY:

Ted K. Schnell

Ted K. Schnell
Professional Engineer
Professional Surveyor



6-24-98
date

CENTERLINE CURVE DATA

	Delta (Δ)	Radius (R)	Tangent (T)	Arc Length (L)
Curve #1	44°-58'-51"	200.00'	82.80'	157.01'
Curve #2	45°-31'-09"	200.00'	83.91'	158.89'
Curve #3	90°-31'-30"	200.00'	201.84'	315.99'

Restrictive Covenants – Lincoln Park Subdivision #1

As a part of a general plan for the development of the real estate herein being platted, and which is more fully described and recorded in PLAT CABINET _____, SLIDE _____, in the Auglaize County Recorder's Office, as a residential area, and for the common advantage and benefit of the purchaser's of any of the lots shown on said Subdivision Plat, the restrictions, covenants, reservations, esements, liens, and charges hereinafter set forth, each and all of which is and are for the common benefit of said property and for each owner thereof, shall inure to and pass with said property and each and every parcel thereof, and shall apply to and be binding upon the purchasers and successors in interest: and the restrictions, covenants, reservations, liens, and charges applicable for each tract, lot, or parcel shall inure to the benefit of and be enforceable by the purchaser or purchasers of any other tract, lot, or parcel and their successors in interest.

The tract, lots, and parcels of real estate shown and described on said Subdivision Plat are and shall be held, transferred, sold, and conveyed subject to the following conditions, restrictions, covenants, reservations, easements, liens, and charges:

- (1) The words "Lots" or "Building Site" shall be construed to mean and shall refer to one or more lots shown on the foregoing Subdivision Plat.

ARCHITECTURAL APPROVAL

No residential dwelling shall be erected on any lot unless the building plans, specifications, and plot plan showing locations of such structures have been approved by the Developer. The Developer shall give notice of approval or rejection within fourteen (14) days after receipt of such plans and specifications. The Developer agrees that approval of such plans and specifications shall not be unreasonably withheld.

The criteria considered in granting approval for residential building standards shall include but not be limited to the harmony of external design and color with existing homes and structures in the area designated as Lincoln Park, and the proposed height of foundation in relation to ground elevation. Construction of any out building or fence shall be only if such items are designed to be limited in nature, and compatible with surrounding architecture and of no apparent detriment to the overall appearance of the area designated as Lincoln Park.

After the Developer has sold twenty-five (25) lots an Architectural Committee consisting of three (3) individuals, who are each owners of lots in Lincoln Park, shall be appointed by the Developer. The Architectural Committee shall assume full responsibility for approving any residential structures, outbuilding plans for residential structures, any storage outbuildings, or any fences that are to be constructed on the referenced land known as Lincoln Park. In the event of the death or resignation of any member of the committee originally appointed, the remaining members shall have the power to appoint new members to fill any or all vacancies. Said Architectural Committee shall function, operate, and make decisions on a majority rule vote.

The following material will be provided by the lot owner to the Developer or Architectural Committee, as the case may be:

- (a) A formal site plan with final grade elevations and layout of propsed landscaping
(b) A formal set of floor plans drawn in either 1/8" or 1/4" scale
(c) A formal set of building elevations and listing of materials and specifications
(d) A formal set of building specifications

In the event such Developer or Architectural Committee, as the case may be, fails to approve or disapprove said plans and specifications within thirty (30) days after the date plans were submitted to them, then such approval shall not be required, provided the design is in harmony with simular structures located within Lincoln Park, and that the structure conforms with all other covenants, restrictions, and conditions set forth herein. In a case where the disapproval of a set of residential construction plans occurs, the Committee shall provide a written statement of the reason(s) for the disapproval, and shall also indicate in a general manner, the type of plans and specifications that would be acceptable and approved by the Committee.

CONSTRUCTION REQUIREMENTS

Every proposed house located in Lincoln Park must be constructed by an established building contractor engaged in the home building business full time and shall be approved by the Developer or Architectural Committee, as the case may be.

- (2) No residential structure shall be erected on any building site, the habitable floor area of which, exclusive of basement, open porches, and garages, shall be less than 1,900 square feet for two story structures, and not less than 1,700 square feet for ranch style structures. The same square footage for two story residences shall be required on tri-level structures, on the main floor plus the upper level plus one-half the finished lower level shall be added to obtain the square footage. Vinyl siding shall be permitted if approved by the Developer or Architectural Committee. Front elevation shall have a minimum one-third masonry finish surface. The minimum roof pitch for all residential structures shall be 6/12. All residential structures shall have a minimum 2 car garage. The lowest level or basement floor elevation shall be above an elevation of 901.50' above sea level (NAD 27 Datum).

- (3) Said building sites shall be used and occupied solely and exclusively for private residential purposes by a single family.

- (4) No more than one residence shall be built on each lot, and no lot shall be used for any other purposes other than for a single family residence. There shall be no commercial activity to be conducted on any lot within Lincoln Park Subdivision No. 1. This is to preserve the residential character of the neighborhood and to avoid increased vehicular traffic or industrial activity within the neighborhood. In addition and incidental to the required single family residential dwelling, a non-commercial workshop, storage building, greenhouse, tennis court, or swimming pool may be constructed on any lot as long as such additions to the residence have approval of the Architctural Committee.

- (5) All buildings shall be constructed of new material and no building or other structure whatsoever erected elsewhere shall be permitted to be moved upon any building site without the written permission of the Developer of Architectural Committee.

- (6) No house may be occupied until completed. All houses must be completed in eight (8) months from the commencement of construction.

- (7) The owners of each lot shall be prohibited from filling any drainage swales incorporated into the drainage design of the Subdivision.

- (8) No animal, livestock, or poultry shall be kept or maintained on any of the building sites, except ordinary household pets which do not constitute an annoyance or nuisance, nor shall any house or travel trailers, campers, or motor homes, boats and boat trailers, snow mobiles or snow mobile trailers, or any other such type equipment or recreation devices be stored or be permitted to remain upon any building site, except within the confines of a permanent structure. Also, abanoned and/or non-licensed vehicles and equipment will not be permitted.

- (9) No signs, advertisements, or billboards, excepts for "For Rent" or "For Sale" signs, either private or commercial in nature, may be erected or maintained on any building site.

- (10) No oil or gas wells shall be drilled, nor any mining or commercial excavating operation of any nature be conducted on any building site.

- (11) No noxious and offensvie activity nor any commercial or business activities shall be carried out upon any building site, nor shall anything be performed which may be or may become an annoyance or nuisance.

- (12) All lots shall be permanently seeded and landscaped according to what is customary, normal, and usual for the residence which is being constructed. All exterior site work shall be approved by the Developer or Architectural Committee whenever performed. The owner or owners of any residence constructed upon any building site in the area designated as Lincoln Park shall landscape such building site in such a manner that the value of such landscape construction is not less than 5% of the fair market value of the residence. Landscape construction is defined as outdoor patio space, retaining walls, walkways, lawn, shrubbery, tree work, and outdoor yard lighting systems. Said landscaping shall be shown on the plot plan and be approved by the Developer or Architectural Committee as to quality, quantity, and harmony with existing landscaping in the area of said building site, and as to location with respect to topographic and natural lot drainage. Landscaping construction shall be completed within eighteen (18) months from the commencement of construction.

- (13) No walls, fences, or hedges, except retaining walls not extending above ground level, shall be erected or planted on any building site between the front property line and the front wall of the residence regardless of when it is constructed or installed.. No chain link or farm wire fence shall be installed anywhere within the Subdivision. The tyoe of material for fences and their respective location(s) must have written approval from the Developer or Architectural Committee. No perimeter property fencing shall be permitted.

- (14) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste collection. All such wastes shall be kept and maintained in sanitary containers in a location hidden from public view. All incinerators or other equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition, and shall also be kept in a location which is hidden from public view.

- (15) All utilities providing service to any dwelling, house, or outbuilding shall be located, trenched, and buried underground. There shall be no overhead services in the Subdivision.

- (16) Each residence constructed on the lot or lots shall be connected to the sanitary sewer system. No septic tanks of any nature will be permitted in the Subdivision.

- (17) Each and every building site and lot shall be subject to building setback requirements as delineated on the Subdivision Plat.

- (18) Each property owner shall be responsible for maintaining the existing landscaping berms, mounds, and buffer areas, as placed as a part of the original subdivision construction, and no owner shall remove, alter, or modify any landscaping berms, mounds, or buffer areas without written approval of the Architectural Committee. All buildings, structures, and residences located on the lots within the subdivision shall be maintained in substantial repair, and the grass, trees, shrubbery, and hedges shall be reasonably trimmed and attended.

- (19) Easements for the installation and maintenance of storm sewers, sanitary sewers, water lines, and all public utilities and drainage facilities are reserved as shown on the accompanying Subdivision Plat. Any lot which is designed for natural flow of surface water shall at all times be kept free of any obstruction to such natural flow of surface water, and any improvements made on or under any such easement shall be made at the risk of the owner of the building site upon which such improvements are made. All utilities servicing lots shall be located underground at the expense of the lot owner.: The lot owner is responsible for sidewalk installation as per City of Wapakoneta street codes, specifications, and requirements.

- (20) No swimming pools of any kind shall be permitted to be placed or suffered to remain on any lot unless the same shall be installed in-ground so that the finished elevation, excluding diving boards, shall not be more than one (1) foot above the established grade level of the lot upon which said swimming pool is to be installed. This restriction shall not be construed to apply to infant, inflatable, or portable wading pools as long as they are not an annoyance or nuisance to the Subdivision.

- (21) All driveways shall be constructed at designated locations as delineated on a "Master Plan for Driveway Locations" for the Subdivision on file with the Developer and/or Architectural Committee, and with the City of Wapakoneta Engineering Department. All such driveways shall be surfaced with asphalt concrete or portland concrete cement within one (1) year from the date of the issuance of the building permit.

- (22) All restrictions, covenants, and conditions as set forth on the accompanying Subdivision Plat run with the land, and are reserved for the benefit of all building sites and all lot owners, and shall be binding on all future lot owners of each and every building site, and all persons claiming title under them until January 1, 2012, after which time said easements, restrictions, covenants, and conditions shall be automatically extended for successive periods of ten (10) years each, provided that the owners of three-forths (3/4) majority of the building sites may, in writing, change, modify, alter, ammend, or annul any of the restrictions, reservations, or conditions at any time. All easements shown on the plat shall be dedicated for use forever.

- (23) 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.

- (24) There shall be no changes made to the size or surface area of any of the lakes or ponds as shown on the attached Subdivision Plat, and as shown on the detail plans, profiles, and specifications of the Lincoln Park Subdivision Construction Drawings on file with the City of Wapakoneta, Engineering Department. There shall also be no changes made to the elevation level of any of the inlet or outlet drainage pipe structures installed as a part of the original construction of the Lincoln Park Subdivision. All lakefront lots located within the Lincoln Park Subdivision shall install their respective footer drains, sump pump drains, and/or downspout drains direct to the lake or pond at the lot owners expense. The Developer or Architectural Committee, as the case may be, must review all elevations, materials, and location of said footer drains, sump pump drains, and/or downspout drains outletting into said lake or pond as a part of the Architectural and Constrction review process as earlier described in these restrictions. The normal water elevation of the lakes or ponds shall in no way be altered from the engineering design elevation of 897.50 feet above sea level (NAD 27 DATUM). The finished dike elevations of the lakes or ponds shall in no way be altered from the elevations established and as shown on the "Grading Plan" of the Lincoln Park Subdivision Construction Drawings on file with the City of Wapakoneta, Engineering Department. The project Bench Mark is a Railroad Spike in a Utility Pole located at the Northeast corner of the intersection of Lincoln Avenue and Infirmary Road. Elevation of Bench Mark = 904.44'.

- (25) The Lincoln Park Neighborhood Association, a non-profit organization, shall be responsible for the repairs and maintenance of all common aesthetic features, lakes, ponds, recreational park, and walking paths. For the purpose of adhering to the rules and guidelines used in connection with the repairs, maintenance, and usage of the forementioned common features in the Subdivision, all lot owners, their successors and assigns, located in the Lincoln Park Subdivision shall automatically become a member of the Lincoln Park Neighborhood Association by accepting a deed or contract or any other legally binding conveyance for any lot or lots purchased within this Platted Subdivision, and agrees to and shall become a member of the Association and be subject to the obligations and duly enacted rules, bylaws, and guidelines of said Association. All such lot owners in the Subdivision shall be subject to an annual fee or assessment of Four Hundred Dollars (\$ 400.00). The Association reserves the right to increase or decrease said fees or assessments as required by the expense of the anticipated repairs and maintenance of the above mentioned common aesthetic features in the Subdivision. The Developer, or the Architectural Committee, as the case may be, shall be responsible for the stewardship, collection of fees and assessments, distribution of payments, contracting of laborers and materialmen, selection of materials, and the administration of any or all items required by the rules, bylaws, and guidelines of the Lincoln Park Neighborhood Association. A copy of said rules, bylaws, and guidelines shall be available from from the Developer or Architectural Committee upon request.

- (26) For the purpose of the maintenance of all common aesthetic features of the Lincoln Park Subdivision including all lakes, ponds, recreational park, and walking paths, said maintenance shall include but not be limited to mowing and trimming of grassed areas, repair and upkeep of any installed walking paths, repair and maintenance of any or all trees, shrubbery, and landscaping in the designated recreation park area, and any necessary and customary repair and maintenance to the lakes or ponds including erosion control, algae control, inlet and outlet pipe structures and sewers, dike or embankment repairs, and any other repairs ncessary to uphold the integrity, appearance, and functionality of any appurtunance directly or indirectly related to the lake and pond system, recreation park, and walking paths.

- (27) The forementioned restrictions, reservations, covenants, and conditions are in addition to any applicable City of Wapakoneta building and zoning regulations..

LEGAL DESCRIPTION FOR LINCOLN PARK SUBDIVISION No. 1

The following described tract of land is situated in the East Half of the Southeast Quarter of Section 19, Duchouquet Township, Town-5-South, Range-6-East, County of Auglaize, State of Ohio, and being a part of the City of Wapakoneta, and is more particularly described as follows:

The PLACE OF BEGINNING is located at a Railroad Spike (found) situated at the Northeast Corner of the Southeast Quarter of said Section 19, Duchouquet Township;
Thence with a bearing of S. 01°-17'-44" E. along the East Line of the East Half of the Southeast Quarter of said Section 19, and also being the centerline of Lincoln Avenue (formerly State Route 501) for a distance of 644.82 feet to a P.K. Nail/Shiner (set);
Thence with a bearing of S. 88°-42'-16" W. along the Southerly line of LINCOLN PARK SUBDIVISION No. 1, for a distance of 740.55 feet to a point;
Thence with a bearing of N. 58°-14'-10" W. along the Southerly Line of Lots #36, #37, and #38, LINCOLN PARK SUBDIVISION No. 1 for a distance of 312.63 feet to a point;
Thence with a bearing of N. 01°-16'-14" W. along the Westerly Line of Lot #38, LINCOLN PARK SUBDIVISION No. 1, for a distance of 209.32 feet to an iron pin (set) situated on the Southerly Right-of-Way Line of Springfield Avenue;
Thence following the Southerly Right-of-Way Line of Springfield Avenue with a curve to the Right for an arc length of 49.81 feet to an iron pin (set) at the Northeasterly Corner of Lot #39, LINCOLN PARK SUBDIVISION No. 1, said curve to the Right having the following data: Radius (R) = 230.00 feet, Chord Length (Chd) = 49.72 feet, Chord Bearing = N. 59°-17'-40" W.;
Thence with a bearing of S. 53°-29'-06" W. along the Easterly Line of Lot #39, LINCOLN PARK SUBDIVISION No. 1, for a distance of 346.31 feet to an iron pin (set) marking the Southwest Corner of said Lot #39, LINCOLN PARK SUBDIVISION No. 1;
Thence with a bearing of N. 01°-16'-14" W. along the West Line of Lot #39 and #40, LINCOLN PARK SUBDIVISION No. 1, for a distance of 426.74 feet to a P.K. Nail/Shiner (found) at the Northwest Corner of the East Half of the Southeast Quarter of said Section 19, Duchouquet Township;
Thence with a bearing of N. 88°-12'-16" E. along the North Line of the Southeast Quarter of said Section 19, Duchouquet Township, and also being the centerline of Infirmary Road, for a distance of 1,327.41 feet to a Railroad Spike (found) and the original PLACE OF BEGINNING.

Containing in all 16.591 Acres of land subject to all legal easements, reservations, or restrictions, if any, upon said premises.



H & S Civil Engineers and Land Surveyors

913 Fieldstone Court Wapakoneta, Ohio 45895
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Fax: (419) 739-7631

DEDICATION

We, the undersigned owners of the land herein shown on the attached plat of land have caused said described area to be surveyed, platted, and recorded to be known as LINCOLN PARK SUBDIVISION No.1, and do hereby certify that said plat is a true representation of the same. We also do hereby dedicate the street right-of-ways and utility easements as shown on the attached plat to the public for their use forever.

LINCOLN PARK DEVELOPMENTS

Leona Brewer 7-25-98
Leona Brewer date

Jon Brewer 7-25-98
Jon Brewer date

Jane Kuhlman 7-25-98
Jane Kuhlman date

Mary Jo Stone 7-25-98
Witness date

P. Jeff Stae 7-25-98
Witness date

ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF AUGLAIZE

Before me, a Notary Public in and for the State of Ohio, County of auglaize, personally appeared Leona Brewer, John Brewer, and Jane Brewer, representing LINCOLN PARK DEVELOPMENTS, and acknowledged the signing of the foregoing instrument to be their free act and deed.

IN WITNESS THEREOF, I have affixed my hand and seal on this 25 day of July, 1998.

Sheryl Hoover
Notary Public

SHERYL HOOVER
Notary Public, State of Ohio
My Commission Expires Mar. 21, 2001

CERTIFICATE OF ACCEPTANCE

I do hereby certify that the public improvements are constructed in accordance with the plans, profiles, and specifications of the LINCOLN PARK SUBDIVISION No. 1, or that surety of an amount sufficient to complete the public improvements has been submitted to the City of Wapakoneta, Ohio, and accept the said improvements on behalf of the public.

Rex Katterheinrich 8/11/98
Rex Katterheinrich date
Director of Public Service and Safety

PLANNING COMMISSION APPROVAL

The Planning Commission for the City of Wapakoneta, Ohio does hereby certify that the attached Plat for the land encompassing the area to be known as LINCOLN PARK SUBDIVISION No. 1 was approved by said Planning Commission on the 31 day of July, 1998.

John E. Spartz 7/31/98
president of commission date

Thomas W. Steink 7/31/98
secretary date

RECORDER'S CERTIFICATE

NUMBER: 07417

This Plat and attached Covenant of Restrictions was filed for permanent record in the Auglaize County Recorder's Office on this 14 day of August, 1998, at 1:30 am/pm and is now permanently recorded in PLAT CABINET C, SLIDE(S) 162-164.

Ann Billings 8/14/98
Ann Billings date
Auglaize County Recorder

AUDITOR'S CERTIFICATE

This Plat and attached Covenant of Restrictions was filed for transfer on this 14th day of August, 1998.

FEE: _____

Karyn Schumann 8.14.98
Karyn Schumann K.K. date
Auglaize County Auditor



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