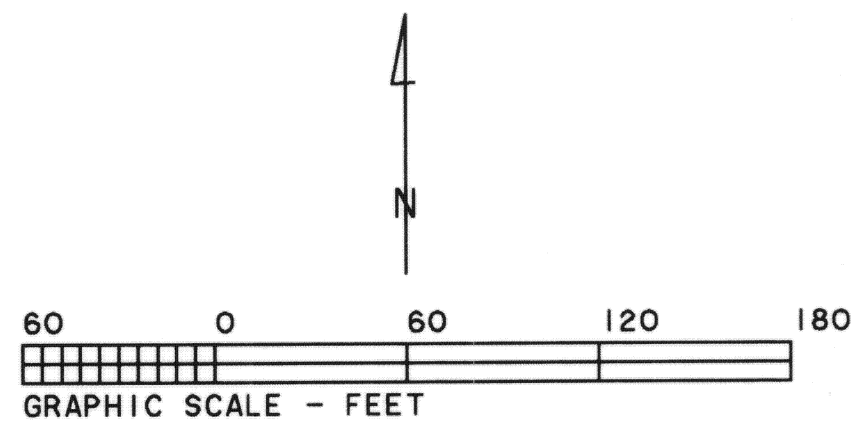


LINCOLN PARK SUBDIVISION NO. 2

Part of the E 1/2 of the SE 1/4 of Section 19
T5S, R6E, Duchouquet Twp., Auglaize Co.,
City of Wapakoneta, Ohio



CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C-1	180.00'	104.37'	33° 13' 15"	102.91'	N 74° 41' 06" W
C-2	180.00'	178.38'	56° 46' 45"	171.17'	N 29° 41' 05" W
C-3	200.00'	186.92'	53° 33' 00"	180.20'	N 61° 28' 44" E
C-4	20.00'	31.42'	90° 00' 00"	28.28'	S 43° 42' 16" W
C-5	150.00'	235.62'	90° 00' 00"	212.13'	N 46° 17' 43" W
C-6	210.00'	71.17'	19° 25' 09"	70.83'	S 11° 00' 14" E
C-7	210.00'	88.86'	24° 14' 36"	88.20'	S 32° 50' 11" E
C-8	20.00'	27.81'	79° 39' 45"	25.62'	S 05° 07' 37" E
C-9	170.00'	158.89'	53° 33' 00"	153.17'	S 61° 28' 44" W
C-10	20.00'	24.62'	70° 31' 44"	23.09'	N 56° 28' 52" W
C-11	55.00'	67.70'	70° 31' 43"	63.51'	N 56° 28' 52" W
C-12	55.00'	51.90'	54° 04' 17"	50.00'	S 61° 13' 08" W
C-13	55.00'	51.90'	54° 04' 17"	50.00'	S 07° 08' 51" W
C-14	55.00'	51.08'	53° 12' 35"	49.26'	S 46° 29' 35" E
C-15	55.00'	17.90'	18° 38' 51"	17.82'	S 82° 25' 18" E
C-16	230.00'	63.11'	15° 43' 19"	62.91'	N 80° 23' 31" E
C-17	230.00'	91.28'	22° 44' 20"	90.68'	N 61° 09' 47" E
C-18	230.00'	60.57'	15° 05' 21"	60.40'	N 42° 14' 57" E
C-19	20.00'	31.42'	90° 00' 00"	28.28'	N 79° 42' 16" E
C-20	55.00'	57.60'	60° 00' 00"	55.00'	S 85° 17' 44" E
C-21	55.00'	51.90'	54° 04' 17"	50.00'	N 37° 40' 08" E
C-22	55.00'	51.90'	54° 04' 17"	50.00'	N 16° 24' 09" W
C-23	55.00'	79.08'	82° 23' 10"	72.45'	N 84° 37' 53" W
C-24	20.00'	24.62'	70° 31' 44"	23.09'	S 89° 26' 24" W
C-25	20.00'	31.42'	90° 00' 00"	28.28'	N 10° 17' 44" W
C-26	20.00'	26.25'	75° 12' 23"	24.41'	N 72° 18' 28" E
C-27	210.00'	77.73'	21° 12' 23"	77.28'	S 80° 41' 32" E
C-28	20.00'	31.42'	90° 00' 00"	28.28'	S 46° 17' 44" E

There shall be a 5' wide utility easement parallel and adjacent to each side and rear lot line unless noted otherwise hereon.

- A - Set #5 Rebar
- O - Found #5 Rebar
- Δ - Found P.K. Nail
- ▲ - Set P.K. Nail

A #5 rebar will be set at all lot corners.

This plat is based on an actual field survey performed by me in May, 1999.

Charles R. Follrod
Charles R. Follrod, P.S. #7145

Retention Pond, Neighborhood Park, & Drainage Esmt.

COURSE	BEARING	DISTANCE
L-1	S 55° 17' 44" E	122.41'
L-2	S 69° 03' 41" E	116.69'
L-3	N 67° 25' 55" E	43.03'
L-4	N 18° 40' 16" E	108.62'
L-5	N 34° 42' 16" E	100.00'
L-6	N 34° 42' 16" E	73.90'
L-7	N 08° 20' 03" W	101.49'
L-8	N 14° 22' 33" E	103.86'
L-9	N 01° 17' 44" W	100.00'

Lincoln Estates, Ltd.

Henderson

LINCOLN PARK SUBDIVISION NO. 2

Sheet 2 of 3

DEDICATION

Lincoln Estates, Ltd. being the owner of the described premises, does hereby voluntarily consent to the execution of said plat, and dedicate the streets as shown thereon to the public use forever.

Easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of water, storm water, open ditch, sanitary sewer, gas, electric, telephone, or other utility lines or services and for the express privilege of removing any trees or 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.

OWNER

Jon A. Brewer
Jon A. Brewer, Member

WITNESS

Cynthia M. Cramer
Carl Follrod

ACKNOWLEDGMENT

State of Ohio
County of Allen

Before me, a notary public in and for said State and County, did personally appear the above signed OWNER who acknowledged that they signed the hereon plat and the signing thereof was their free act and deed.

IN WITNESS thereof, I affix my hand and seal this 8th day of October, 20 04.

My Commission Expires

1-28-08

Cynthia M. Cramer
Notary Public



CYNTHIA M. CRAMER
Notary Public, State of Ohio
My Commission Expires
January 28, 2008

DESCRIPTION

(Lincoln Park Subdivision No. 2)

Being a parcel of land in the East Half of the SE 1/4 of Section 19, T5S, R6E, in Duchouquet Twp., Auglaize County, Ohio, also being in the City of Wapakoneta and more particularly described as follows:

BEGINNING at a found #5 rebar at the Southeast corner of Lot No. 34 in Lincoln Park Subdivision No. 1 as recorded in P.B. C, Pg. 162 in the Auglaize County Recorder's Office, thence the following courses:

1. N88°42'16"E with the south line of Lincoln Park Subdivision No. 1, 540.03' to a found P.K. nail, passing over a found #5 rebar at 510.03';
2. S01°17'44"E with the east line of the SE 1/4 of said Section 19 (also being the centerline of Lincoln Ave./ S.R. 501), 899.30' to a found P.K. nail;
3. S88°15'16"W, 792.55' to a found #5 rebar, passing over a found #5 rebar at 30.00';
4. N69°00'58"W, 277.70' to a found #5 rebar;
5. N31°11'13"E, 948.65' to the POINT OF BEGINNING.

The above described parcel contains 16.770 acres more or less, subject to all legal highways and easements of record.

APPROVAL OF THE CITY PLANNING COMMISSION

This plat having been approved by the City Planning Commission of Wapakoneta, Ohio and the Chairman of the City Planning Commission, hereby on behalf of said Commission, approve and accept this plat this 8 day of October, 20 04.

Wayne Aydel
Chairman, City Planning Commission

COUNTY RECORDER'S CERTIFICATION

Filed for record this 12 day of October, 20 04, at 11:25 AM o'clock in the office of the County Recorder and recorded in Plat Book C, on Page 373-375.

Ann Billing Recorder
Recorder, Auglaize County, Ohio

COUNTY AUDITOR'S CERTIFICATION

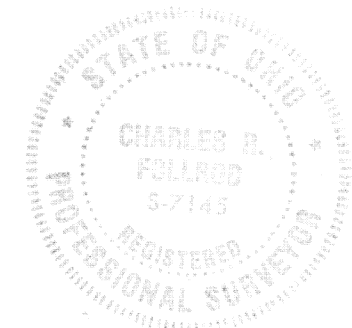
This plat filed for transfer this 12 day of OCTOBER, 20 04.

Wayne Belen
Auditor, Auglaize County, Ohio

SURVEYOR'S CERTIFICATION

I hereby certify that this plat is based on a true and accurate survey made by me in May 1999. A 5/8 inch rebar topped with a plastic cap stamped P.S. 7145 will be set at all lot corners. All markers are or will be in place within sixty (60) days from the date of recording.

Charles R. Follrod
Charles R. Follrod, P.S. #7145
R & A Engineers Inc.
298 Brookview Ct.
Lima, Ohio 45801



All sidewalks are to be installed by the Property Owner within 30 days after the completion or occupation of the home, whichever comes first.

All lot final grading shall comply to the final grading plan as submitted.

There shall be a 5' wide utility easement parallel and adjacent to each side and rear lot line unless noted otherwise hereon.

LINCOLN PARK SUBDIVISION NO. 2

Sheet 3 of 3

Deed Restrictions

As part of a general plan for the development of the real estate herein being platted 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, 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, easements, 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 the 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 Sites" 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. Developer shall give notice of approval or rejection within fourteen (14) days after receipt of such plans and specifications. Developer agrees that approval of such plans and specifications shall not be unreasonably withheld.

Criteria considered in granting approval for residential building standards shall include, but not be limited to, harmony of external design and color with existing homes and structures in the area designated as Lincoln Park and 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 (25) lots, and 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 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 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 of Architectural Committee, as the case may be:

- a) A formal site plan with final grade elevations and layout of proposed landscaping
- b) A formal set of floor plans in 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 the plans were submitted to them, then such approval shall not be required, provided the design is in harmony with similar 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 1900 square feet for two-story structures and not less than 1700 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 at least 1/3 masonry 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 for all walk-out basements. (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 a single-family residence. There shall be no commercial activity to be conducted on any lot within Lincoln Park Subdivision No. 2. 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 residence dwelling, a non-commercial workshop, storage building, green house, tennis court, or swimming pool may be constructed on any lot as long as such additions to the residence have approval of the Architectural 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 or Architectural Committee.
6. No house may be occupied until completed. House must be completed in eight (8) months from time of commencement of construction.
7. Owners of each lot shall be prohibited from filling roadway swales in-corporated into the drainage design of the Subdivision.

8. No animal, livestock or poultry shall be kept or maintained on any of said 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 or boats or boat trailers or snow mobile or snow mobile trailers, or any other such type equipment or recreation devices be stored or permitted to remain upon any building site, except inside the confines of a permanent structure. Also abandoned and/or non-licensed vehicles and equipment will not be permitted.
9. No signs, advertisements or billboards (except "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 kind be conducted on any building site.
11. No noxious and offensive activity, nor any commercial or business activities shall be carried out upon any building site nor shall anything be performed thereon 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 to 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 type 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 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 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, and any improvement 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 on 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, 2014, after which time said easements, restrictions, covenants and conditions shall automatically be extended for periods of ten (10) years each, provided that the owners of three-fourths (3/4) majority of the building sites may, in writing, change, modify, alter, amend 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 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 down-spout outletting into set lake or pond as a part of the Architectural and Construction 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 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, 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 Two Hundred Dollars (\$200.00). All such lot owners having title to lakefront or waterfront lots 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, contacting of laborers and materialmen, selection of materials, and the administration of any and 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 the Developer or Architectural Committee, upon request.

26. For the purpose of 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 and 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 necessary to uphold the integrity, appearance and functionality of any appurtenances directly or indirectly related to the lake or 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.