

Surveyor's Description

Beginning at a 5/8" re-rod w/cap (found) at the northeast corner of Lot 510 of Woodland Hills Subdivision Number 4;

thence, S 59°53' 39" W for a distance of 135.00 feet to a 5/8" re-rod w/cap (found);

thence, northwesterly along a non-tangent curve which is concave to the southwest, said curve having a central angle which measures 2°22' 19", a radius which measures 683.77 feet, a chord which bears N 31° 17' 31" W, a chord which measures 28.30 feet, for a total arc length of 28.31 feet to a 5/8" re-rod w/cap (found);

thence, S 57° 31' 20" W for a distance of 185.00 feet to a 5/8" re-rod w/cap (found);

thence, along a non-tangent curve which is concave to the southwest, said curve having a central angle which measures 61°14' 22", a radius which measures 498.77 feet, a chord which bears N 63°05' 51" W and a chord which measures 508.08 feet, for a total arc length of 533.10 feet to a 5/8" re-rod w/cap (found);

thence, S 86° 00' 27" W for a distance of 160.28 feet to a 5/8" re-rod w/cap (found);

thence, N 88°29' 50" W for a distance of 168.29 feet to a 5/8" re-rod w/cap (found);

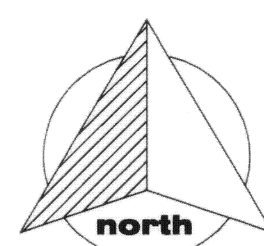
thence, N 63°46' 12" W for a distance of 356.74 feet to a 5/8" re-rod w/cap (found);

thence, N 26°13' 48" E for a distance of 204.94 feet to a 5/8" re-rod w/cap (found);

thence, N 89°38' 52" E for a distance of 979.06 feet to a 5/8" re-rod w/cap (found);

thence, S 24°53' 48" W for a distance of 105.64 feet to a 5/8" re-rod w/cap (found);

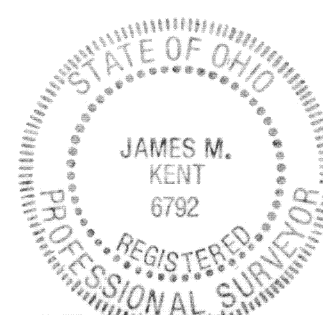
thence, along a non-tangent curve which is concave to the southwest, said curve having a central angle which measures 34°59' 51", a radius which measures 818.77 feet, a chord which bears S 47°36' 16" E, a chord which measures 492.38 feet, for a total arc length of 500.12 feet to the Point of Beginning, containing therein 9.934 acres.



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



James M. Kent
JAMES M. KENT, PS 6792

CURVE DATA

	Central Angle	Radius	Chord Bearing	Chord	Arc Length
Curve 1	11°35' 39"	300.00'	S 82°57' 39" E	60.60'	60.71'
Curve 2	56°16' 48"	658.77'	S 60°37' 04" E	621.39'	647.09'
c-3	76°36' 22"	35.00'	N 64°31' 59" E	43.39'	46.80'
c-4	103°23' 38"	35.00'	S 25°28' 01" E	54.93'	63.16'

LEGEND

- ☆ cotton gin spindle (set)
- 5/8" re-rod w/cap (set)
- 5/8" re-rod w/cap (found)

SCHLENKER DEVELOPMENTS, INC.
Woodland Hills

Subdivision Number 5

Part of the northwest quarter of
Section 30, T-5-S, R-6-E, Duchouquet
Township, City of Wapakoneta, Auglaize
County, Ohio.

- ⬢ A five (5) foot easement along each side of all interior lot lines shall be available for the exclusive use of the City of Wapakoneta for utility purposes.
- ⬢ Sidewalks shall be constructed within thirty (30) days after occupancy or at the direction of the City of Wapakoneta Safety Service Department.
- ⬢ Drainage courses as designed and constructed, shall not be altered in any way.
- ⬢ Permanent markers will be set at all lot corners per Ohio Administrative Code, Chapter 4733-37.
- ⬢ Basis of bearings is per the record plat of Grandview Estates 6-A.

kent surveying, inc.

AutoCAD ~ Woodland
Drawing #4665
March 24, 2006

1750 Bellefontaine Street
P.O. Box 96
Wapakoneta, OH 45895

SCHLENKER DEVELOPMENTS, INC.

Woodland Hills

Subdivision

Number 5

Part of the northwest quarter of
Section 30, T-5-S, R-6-E, Duchouquet
Township, City of Wapakoneta, Auglaize
County, Ohio.

Protective Covenants

- 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, garage.
- 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 square feet 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 1,700 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 as foundations. The dwelling unit must be completed within a six (6) month period from the start of construction. No manufactured homes or other types of housing structures which are built and assembled at another location will be permitted.
- No house trailers or mobile homes will be permitted to be moved onto any lot in this subdivision.
- Drives for single family homes shall be at least sixteen (16) feet in width and constructed of 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.
- 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.
- 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.
- 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) sign advertising the property for sale or rent.
 - One (1) sign to advertise the property during construction, development and sale.
- 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.
- 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 sanitary containers. All lots shall be mowed and the grass kept neat, trimmed and cut at all times.
- 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.
- 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 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.

Enforcement 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 and 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 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 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 with out 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 ascetics of the neighborhood.

17. In the event that there is invalidation of any one of these covenants, changes, restrictions or limitations by judgment 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, garages, out buildings or storage sheds 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 David P. Schlenker. 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 to power to appoint new members to fill the vacancies.

In the event such architectural committee fails to approve or disapprove said plans and specifications with 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.

Dedication

IN WITNESS WHEREOF, Schlenker Developments Inc., the Dedicator, an Ohio corporation, by Philip Schlenker, its Secretary duly authorized, hereby dedicates this plat as depicted.

In witness thereof on this 13th day of June, 2006

WITNESS:

SCHLENKER DEVELOPMENTS INCORPORATED

David P. Schlenker

Kara S. Myers

by Philip E. Schlenker
Philip Schlenker, Secretary

Acknowledgement

STATE OF OHIO
COUNTY OF AUGLAIZE

BE IT REMEMBERED, that on this 13 day of June, 2006, before me, a Notary Public in and for the said state, personally came SCHLENKER DEVELOPMENTS, INC., the owner of the land depicted, by Philip Schlenker, its Secretary, who acknowledged the signing thereof to be his voluntary act and deed as such officer and the voluntary and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Lois A. Davis
Notary Public



LOIS A. DAVIS, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES MAY 28, 2010

Planning Commission Approval

The Wapakoneta City Planning Commision has reviewed the proposed Woodland Hills Subdivision No. 5,

and has found that it meets or exceeds all provisions of the Subdivision Regulations

this 26 day of June, 2006.

by: Larry Marker
Chairperson, Wapakoneta City
Planning Commission

Mary A. Duerk
Secretary, Wapakoneta City
Planning Commission

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 A. Katterheinrich 6/29/06
Rex Katterheinrich, Director of Public Service and Safety date

Carlene S. Koch 6-29-2006
Clerk of Council date

Auditor's Certificate

This plat was filed for transfer this 3 day of July, 2006

Fee: 0.00

Karyn Schumann, Jr.
Karyn Schumann, Auglaize County Auditor

Recorder's Certificate

Number: 4439

Filed for record in the Auglaize County Recorder's Office on this 3 day

of July, 2006 at 12:14 P.m. and recorded in Plat Cabinet D

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Ann Billings
Ann Billings, Auglaize County Recorder

kent surveying, inc.

AutoCAD ~ Woodland
Drawing #4665
March 24, 2006

1750 Bellefontaine Street
P.O. Box 96
Wapakoneta, OH 45895