THE VILLAGE OF HERITAGE GREEN

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

WHEREAS, Developer desires to establish a general plan for the development of The Village of Heritage Green, and to establish restrictions upon the manner of use, improvement, and enjoyment of the aforementioned lots in The Village of Heritage Green, which will make said lots more attractive for residential purposes and will protect present and future owners of said lots and the enjoyment of their uses for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does for itself and its successors and assigns, hereby declare, covenant and stipulate that all and Lots Number one (1) through twenty-three (23) and roadway and utility easement as shown on the recorded plat of The Village of Heritage Green, a Subdivision in the Township of Springfield, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I.

Use of Land

1. - Lots numbers one (1) through twenty-three (23) shall be known and described as residential lots. No structures shall be erected, placed or maintained on any such residential lot other than one (1) single family residence dwelling, a private garage of not less than two (2) car capacity which shall be made an integral

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part of the residence dwelling, detached barn, provided same is compatible with residential building materials, color and style which shall first have been approved as provided under Article II hereof, an attractive appearing garden house, or a swimming pool. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants.

2. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of The Village of Heritage Green, nor shall anything be done thereon which may be or become an annoyance or nuisance in The Village of Heritage Green.

3. No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for a lawn sprinkler system or for a geothermal heating system which shall first have been approved as provided under Article II hereof.

4. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in The Village of Heritage Green. No dwelling erected in The Village of Heritage Green shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans

and specifications approved therefor as provided under Article II hereof.

5. Any truck, boat, bus, tent, mobile home, trailer, or other similar housing device, if stored on any lot, shall be housed within the garage building.

6. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or materials; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within eighteen (18) months of the date of the beginning of the construction thereof. No sod, dirt, trees, or gravel other than that incidental to construction of approved structure, shall be removed from said lots without the written approval of the Developer, or its successors or assigns.

7. Other than two (2) dogs, two (2) house cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in The Village of Heritage Green.

8. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage. Additional regulations for the storage, maintenance

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and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer, or its successors and assigns.

9. No signs of any character, whether for the advertising of the sale of a lot or otherwise shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of the Developer, or its successors and assigns, and the Developer, or its successor and assigns shall have the right, and discretion to prohibit, restrict and control the size, construction , material, wording, location and height of all such signs. The Developer reserves the right to erect a small structure or sign on any unsold units.

10. All electric house services shall be underground.

11. No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of The Village of Heritage Green. The foregoing provisions of this Item 11 shall be subject to the provisions of Article V, Item 9 hereof.

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of The Village of Heritage Green shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks,

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drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

13. No trash burner, outdoor fireplace, or other device expelling ash or smoke shall be placed within fifteen (15) feet of any adjoining lot line.

14. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction trailer and/or sales office(s) and model home(s) on one or more lots in The Village of Heritage Green.

15. The minimum square footage requirement for each living unit in The Village of Heritage Green shall be fourteen hundred (1,400) square feet of living space, exclusive of any basement, porches or garages.

16. All structures erected and maintained on a lot in The Village of Heritage Green shall be constructed by Hickory Ridge Builders, Inc. or its assigns and shall be constructed with new, adequate and generally accepted building materials. No material other than brick, cedar, innerseal lap siding, or a combination of both (except for exterior foundation walls) may be used on the exterior of any structure.

17. All structures erected and maintained on a lot in The Village of Heritage Green shall use a "white rustic" brick manufactured by Glen-Gery.

18. All structures erected and maintained on a lot in The Village of Heritage Green shall use Manville GAF Woodland 25 Signature Series, Weather Wood Blend shingles.

19. All exterior trim soffets, rakes and facia shall use a light stain color of whites, creams, or pale grays.

20. No plumbing stack shall be installed in the front portion of the roof.

21. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot in The Village of Heritage Green.

22. No structures erected and maintained on a lot in The Village of Heritage Green shall have an outside T.V., radio, antenna or satellite dish.

23. No two driveways shall be constructed side-by-side in The Village of Heritage Green.

24. No basketball pole shall be erected on any lot in The Village of Heritage Green.

25. The owner of each lot subject to this Declaration of Restrictions upon construction of a structure thereof shall install and maintain an underground sprinkler system.

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ARTICLE II

Approval of Plans

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements (including, but not limited to, basements, swimming pools, tennis courts, fences, walls, bridges, antennas, dens, driveways, hedges and other enclosures) must be submitted for examination and approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its

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successors and assigns, is filed for record with the Lucas County, Ohio Recorder.

2. In requiring the submission of detailed plans and specification as herein set forth, Developer has in mind the development of The Village of Heritage Green as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in The Village of Heritage Green as a whole. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix and grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Village of Heritage Green.

4. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications

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and the actual construction of location of the improved improvements without written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

5. Developer shall retain control of the Architectural Control Committee until such time as structures have been completed on all lots in The Village of Heritage Green, at which time Developer shall assign such rights and duties to the Association.

ARTICLE III.

Easements

1. The Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, for drainage and sewers on, over, below, or under all of the areas designated as "roadway and utility easement(s)," or with words of similar import, on the plat of The Village of Heritage Green and along and upon all roadways now existing or hereafter established and abutting all the lots in The Village of Heritage Green. The Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility to go upon the lots in The Village of Heritage Green from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any

part thereof, shall be erected or maintained over or upon any part of the areas designated as "roadway and utility easement(s)", or with words of similar import, upon the plat of The Village of Heritage Green. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in The Village of Heritage Green shall have the right to reserve or grant any easements or rights of way upon or over any of the lots, without the prior written consent of the Developer, its successors and assigns. The rights granted to the Developer in this Article III remain in the Developer until such time as all structures have been completed on all lots in The Village of Heritage Green.

ARTICLE IV

Duration of Restrictions, Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January, 2010, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

2. These covenants and restrictions may be amended prior to January 1, 2010, with the written approval of the then owners of not less than two-thirds (2/3) of the lots in The Village of Heritage Green, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an

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instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2010, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in The Village of Heritage Green upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE V

Enforcement of Restrictions, Other Matters

1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee or any person or persons owning any lot in The Village of Heritage Green may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in The Village of Heritage Green shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All transfers and conveyances of each and every lot in The Village of Heritage Green shall be made subject to these

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covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in The Village of Heritage Green or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

5. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, the Developer shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.

6. Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

7. No owner of any lot in The Village of Heritage Green shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

8. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provision hereof, no matter how many violations or breaches may occur.

9. Each lot owner, by acceptance of a deed to a lot in The Village of Heritage Green, agree to consent and shall be deemed

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to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of The Village of Heritage Green, or of the yard requirements stated herein or of any other provision of these restrictions and restrictions would work a hardship, Developer may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

10. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in The Village of Heritage Green, or which would cause such restrictions to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice given by mail to the fee owners of all lots in The Village of Heritage Green, and after receiving the written approval of the holder of record fee title to seventy-five percent (75%) or more lots in The Village of Heritage Green, including the aggregate total of any prior or future recorded plats of The Village of Heritage Green, may modify these restrictions so as to remove the hardship, or make the

restriction such as to be beneficial to all lot owners. The provisions of this Item 10 shall not be construed as a limitation upon the right of Developer to modify the provisions of this Declaration of Restrictions as provided in Item 9 of this Article V.

11. Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping), the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio nor television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, pond, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot or more than six (6) inches from that existing at the time of purchase by an owner.

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ARTICLE VI

Homeowners Association

1. Upon the sale of twelve (12) lots in The Village of Heritage Green, or at such time as the Developer shall elect, the Developer shall cause to be formed The Village Green Homeowners Association, each lot owner shall automatically become a member and be entitled to all the rights and privileges of such membership and subject to the duties and obligations thereto as set forth herein and in the Articles of Incorporation and Code of Regulations. At the time of the formation of the Association, Developer shall convey to the Association all of its right, title and interest in the roadway and utility easements. Upon such conveyance, the Association shall assume the responsibility for (i) maintenance of the front entrance, the mounds along Pilliod Road, the cul-de-sac and the lower flood plain area; (ii) payment of entrance lights and water for the sprinkler system; and (iii) payment of all taxes and assessments levied upon the roadway and utility easements subject to this Declaration of Restrictions. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

2. All lot owners, at all times, shall have the non-exclusive right and easement to use the roadway and utility easements shown on the plat of The Village of Heritage Green. Lot owners shall not restrict, interfere with or obstruct the use thereof by other lot owners and their respective families, guests, invitees and servants.

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ARTICLE VII

Definitions

1. "Association" as used in this Article VII shall mean The Village Green Property Owners Association, a non-profit corporation organized under and pursuant to the laws of the State of Ohio.

2. "Owner" as used herein, means and refers to the record owner, whether one or more persons or entities, of a fee simple title to any lot in The Village of Heritage Green, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

Membership

3. Every owner of a lot in The Village of Heritage Green shall be a member of the Association, provided that, notwithstanding anything contained in this Article VII to the contrary. Membership shall be appurtenant to and may not be separated from ownership of any lot in The Village of Heritage Green.

4. Members of the Association shall be entitled to voting rights equal to such owner's proportionate share of the expenses of the development as set forth in paragraph one (1) of Article I hereof. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the various owners among themselves determine, but in no event shall more than the proportionate vote attributable to a Lot be cast with respect to any lot.

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5. The members shall exercise ultimate control over the affairs of the Association through a Board of Trustees and such officers as the Board of Trustees may appoint, subject to law and to such regulations as the membership may adopt or ratify.

General Authorization

Purposes of Association

6. The Association is hereby authorized to perform such acts and functions as are generally authorized by law to be performed by non-profit corporations and as are consistent with the purposes of the Association.

7. The purposes of the Association shall be as follows: (a) to represent the owners of property in The Village of Heritage Green before governmental units, agencies, offices and employees; (b) to promote and assist in maintaining the attractiveness, value and residential character of lots in The Village of Heritage Green through enforcement of the restrictions on the use, improvement and enjoyment of those lots which are or may be set forth in this Declaration of Restrictions; (c) to promote and maintain high standards of community and neighborhood fellowship among the owners of property in The Village of Heritage Green; (d) to provide a vehicle for social and neighborhood activities in The Village of Heritage Green on a purely voluntary basis; (e) to promote the common interest of owners of property in The Village of Heritage Green; (f) to maintain the entrance and cul-de-sac, including payments for lawn maintenance, water and light on the entrance and cul-de-sac, and roadway and utility easements shown on the plat of

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The Village of Heritage Green and to pay any real property taxes and assessments levied upon the roadway and utility easements; and (g) to perform the functions assigned to the Association by this Declaration of Restrictions and by any present or future amendments thereto.

Assessments

8. The undersigned hereby covenant, and each owner of any lot in The Village of Heritage Green that is subject to this Declaration of Restrictions, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay reasonable and lawful assessments to the Association as set by the Board of Trustees thereof. Assessments, together with interest, shall be a charge on the land an shall be a continuing lien on the property against which such assessment is made after the same have become due and payable. Said lien shall be evidence by a certificate therefor, subscribed by the President of the Association, and said certificate shall be filed with the Recorder of Lucas County, Ohio pursuant to and in accordance with the bylaws and/or regulations of the Association. Such certificate shall contain a written description of the lot, the name or names of the record owner or record owners thereof, and the amount of such unpaid portion of the assessment. Each such assessment, together with interest and costs, shall also be the personal obligation of the person who was the owner of such property at the time which the assessment fell due. However, said personal obligation shall not pass to any subsequent title holders unless

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said personal obligation is assumed by said subsequent title holders.

9. The authority of the Association to make assessments may be limited by regulations of the Association.

Signed and Acknowledged
in the Presence of:

Shirley Hurman

Scott A. Winckowski

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

BY: Timothy X. Gruber
Timothy X. Gruber, President

BY: Leo Hoen
Leo Hoen, Sec./Treasurer

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4TH day of OCTOBER, 1991 by Timothy X. Gruber as President of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

Scott A. Winckowski
Notary Public

SCOTT A. WINCKOWSKI
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4TH day of OCTOBER, 1991 by Leo Hoen as Secretary/Treasurer of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

Scott A. Winckowski
Notary Public

SCOTT A. WINCKOWSKI
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

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Mail To:
Village Green Dev.
6935 Bullard Dr.
Holland, Oh 43528

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RECORDER, LUCAS COUNTY, OHIO

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MODIFICATION OF
DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

Pursuant to the authority granted to it by Article IV, Paragraph Two of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, The Village Green Development Company, an Ohio corporation, does hereby modify Article I, Paragraph Sixteen (16) of said Declaration of Restrictions to read as follows:

91-1482 A01

16. All structures erected and maintained on a lot in The Village of Heritage Green shall be constructed with new, adequate and generally accepted building materials. No material other than brick, cedar, innerseal lap siding, or a combination of both (except for exterior foundation walls) may be used on the exterior of any structure.

Signed and Acknowledged
in the Presence of:

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

BY: Timothy X. Gruber
Timothy X. Gruber, President

BY: Leo Hoen
Leo Hoen, Sec./Treasurer

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STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 23 day of March, 1992 by Timothy X. Gruber as President of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

Notary Public

MARTIN J. HOLMES, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R. C.

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 23rd day of March, 1992 by Leo Hoen as Secretary/Treasurer of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

Notary Public

MARTIN J. HOLMES, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R. C.

THIS INSTRUMENT PREPARED BY:
BROWN, BAKER, SCHLAGETER & CRAIG
Martin J. Holmes, Esq.
711 Adams Street
Toledo, Ohio 43624-1666
(419) 243-6281

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RECORDER, LUCAS COUNTY, OHIO

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MODIFICATION OF THE DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

Pursuant to the authority granted to it by Article IV, Paragraph Two of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, The Village Green Development Company, an Ohio corporation, does hereby modify Article I, Paragraph Sixteen (16), of said Declaration of Restrictions to read as follows:

17. All structures erected and maintained on a lot in The Village of Heritage Green shall use a brick with the following specifications: Brick-Belden Standard Alaska White Dartex.

18. All structures erected and maintained on the lot in The Village of Heritage Green shall use Manville Woodlands, 25 Series, Weathered Wood Shingles.

For prior instrument reference: 91-1482 A06; 92-0833 E04.

Signed and Acknowledged in the Presence of:

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

Witness

By: _____
TIMOTHY X. GRUBER, President

Witness

By: _____
LEO HOEN, Secretary/Treasurer

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STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 3 day of [illegible], 1992 by TIMOTHY X. GRUBER as President of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

Notary Public

SCOTT A. WINCKOWSKI
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 3 day of [illegible], 1992, by LEO HOEN as Secretary/Treasurer of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT PREPARED BY:
BROWN, SCHLAGETER, CRAIG & SHINDLER
Martin J. Holmes, Esq.
Scott A. Winckowski, Esq.
711 Adams Street
Toledo, OH 43624-1666
(419) 243-6281

SCOTT A. WINCKOWSKI
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

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SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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SECOND RECORD

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MODIFICATION OF THE DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

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For prior instrument reference: 91-1482 A06; 92-0833 E04.

Signed and Acknowledged in the Presence of:

Witness

Witness

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

By: _____
TIMOTHY X. GRUBER, President

By: _____
LEO HOEN, Secretary/Treasurer

92 3210A01

~~92 4960B09~~

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by TIMOTHY X. GRUBER as President of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

_____
Notary Public

SCOTT A. WINCKOWSKI
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by LEO HOEN as Secretary/ Treasurer of Village Green Development Co., an Ohio corporation, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT PREPARED BY:
BROWN, SCHLAGETER, CRAIG & SHINDLER
Martin J. Holmes, Esq.
Scott A. Winckowski, Esq.
711 Adams Street
Toledo, OH 43624-1666
(419) 243-6281

SCOTT A. WINCKOWSKI
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

SECOND RECORD

NO FEE

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RECORDER, LUCAS COUNTY, OHIO

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RECORDER, LUCAS COUNTY, OHIO

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VILLAGE OF HERITAGE GREEN 130 Pg

Plankwood Box

24016

MODIFICATION OF THE DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green
A Subdivision in Springfield Township
Lucas County, Ohio

Pursuant to the authority granted by Article IV, Paragraph Two (2) of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, undersigned owners do hereby modify Article I, as follows:

FIRST

All portions and provisions of Paragraphs Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) of said Declaration of Restrictions both as originally constituted and as thereafter modified are revoked, cancelled and stricken.

The following paragraphs 16, 17, 18 and 19 are substituted therefor:

16. All structures erected and maintained on a lot in the Village of Heritage Green shall be constructed with new, adequate and generally accepted building materials. No material other than brick, cedar, innerseal lap siding, or a combination of both (except for exterior foundation walls) may be used on the exterior of any structure.

17. All structures erected and maintained on a lot in the Village of Heritage Green shall use a brick, approved by the Architectural Control Committee (presently Reynolds Construction Company, an Ohio Corporation), its successors and assigns.

18. All structures erected and maintained on a lot in the Village of Heritage Green shall use a roof approved by the Architectural Control Committee (presently Reynolds Construction Company, an Ohio Corporation), its successors and assigns.

19. All exterior trim soffets, and facia shall use a stain color approved by the Architectural Control Committee (presently Reynolds Construction Company, an Ohio Corporation), its successors and assigns.

94 1339B12

SECOND

No change or changes in paragraphs Twenty (20), Twenty-One (21), or Twenty-Two (22) of said Article I is made by these modifications.

THIRD

All portions and provisions of paragraphs Twenty-three (23) and Twenty-four (24) as they presently exist are revoked, cancelled and stricken.

The following paragraphs Twenty-Three (23) and Twenty-Four (24) are substituted therefor:

23. Location of driveways in Village of Heritage Green shall be approved by the Architectural Control Committee (presently Reynolds Construction Company, an Ohio Corporation) its successors and assigns.

24. No basketball pole shall be erected in the front yard on any lot in the Village of Heritage Green.

****

For prior instrument reference: Lucas County Recorders No.91-1482 A01; also No. 92-0833 E04; also No. 92-0496-D09; and also No.92-3210-A01.

THIS INSTRUMENT PREPARED BY:
MARKWOOD AND MARKWOOD CO., L.P.A.
Theodore Markwood, Esq.
405 Madison Avenue, Suite 1445
Toledo, Ohio 43604-1228
(419) 243-8275

94 1339C01

Reynolds Construction Company owns
fourteen (14) lots being lots:
1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 17, 21, 22, 23,
all in the Village of Heritage Green,
a sub-division in Springfield Township,
Lucas County, Ohio.

Signed and Acknowledged
in the Presence of:

Witness D. Linda Anderson

Witness Stanley J. Criswell

REYNOLDS CONSTRUCTION COMPANY,
an Ohio Corporation

By: Charles J. Reynolds Jr. Date 5/18/94
CHARLES J. REYNOLDS, President

and By: Jon F. Strole Date 5/18/94
JON F. STROLE, Secretary

STATE OF OHIO, COUNTY OF LUCAS) ss:

The foregoing instrument was acknowledged before me this 18th day of May, 1994, by Charles J. Reynolds as President and Jon F. Strole as Secretary of Reynolds Construction Company, an Ohio corporation, on behalf of the corporation.

Stanley J. Criswell
Notary Public

STANLEY J. CRISWELL
Notary Public - State of Ohio
My Commission Expires June 14, 1995

94 133902

Dennis Disalle and Sharon Disalle own lot Sixteen (16) in the Village of Heritage Green, a sub-division in Springfield Township, Lucas County, Ohio.

Signed and Acknowledged
in the Presence of:

D. Linda Anderson
Witness D. Linda Anderson

By: Dennis J. Disalle Date 5-19-94
DENNIS DISALLE

Stanley J. Criswell
Witness Stanley J. Criswell

and By: Sharon Disalle Date 5/19/94
SHARON DISALLE

STATE OF OHIO, COUNTY OF LUCAS) ss:

The foregoing instrument was acknowledged before me this 19th day of May, 1994, by Dennis Disalle and Sharon Disalle husband and wife.

Stanley J. Criswell
Notary Public

STANLEY J. CRISWELL
Notary Public - State of Ohio
My Commission Expires June 14, 1995

94 1339C03

Walter Smigelski, Jr. owns lot Thirteen (13) in the Village of Heritage Green, a sub-division in Springfield Township, Lucas County, Ohio.

Signed and Acknowledged
in the Presence of:

Jane M. Horn — By: Walter Smigelski Jr — Date 5-19-94
Witness Jane M. Horn — WALTER SMIGELSKI JR

Stanley J. Criswell — and By: Mary Lou Smigelski — Date 5-19-94
Witness Stanley J. Criswell — MARY LOU SMIGELSKI

STATE OF OHIO, COUNTY OF LUCAS) ss:

The foregoing instrument was acknowledged before me this 19th day of May, 1994, by Walter Smigelski, Jr. and Mary Lou Smigelski husband and wife.

Stanley J. Criswell
Notary Public
STANLEY J. CRISWELL
Notary Public - State of Ohio
My Commission Expires June 14 1995

26.00

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RECORDER, LUCAS COUNTY, OHIO

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94 1339C04

11886

MODIFICATION OF
DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

Pursuant to the authority granted to it by Article IV, Paragraph Two of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, The Village Green Development Company, an Ohio corporation, does hereby modify Article I, Paragraph Sixteen (16) of said Declaration of Restrictions to read as follows:

91-1482 A01

16. All structures erected and maintained on a lot in The Village of Heritage Green shall be constructed with new, adequate and generally accepted building materials. No material other than brick, cedar, innerseal lap siding, or a combination of both (except for exterior foundation walls) may be used on the exterior of any structure.

Signed and Acknowledged
in the Presence of:

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

BY: Timothy X. Gruber
Timothy X. Gruber, President

BY: Leo Hoen
Leo Hoen, Sec./Treasurer

92 0833E04

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged be
23 day of March, 1992 by Timothy
President of Village Green Development Co., an Ohio
on behalf of the corporation.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged be
23rd day of March, 1992 by
Secretary/Treasurer of Village Green Development Co
corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT PREPARED BY:
BROWN, BAKER, SCHLAGETER & CRAIG
Martin J. Holmes, Esq.
711 Adams Street
Toledo, Ohio 43624-1666
(419) 243-6281

Box

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RF

RECEIVED & RECORDED
MAR 25 1992 3 20 PM
SUE RIOUX
RECORDER LUCAS COUNTY, OHIO

92

MODIFICATION OF THE DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

Pursuant to the authority granted to it by Article IV, Paragraph Two of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, The Village Green Development Company, an Ohio corporation, does hereby modify Article I, Paragraph Sixteen (16), of said Declaration of Restrictions to read as follows:

17. All structures erected and maintained on a lot in The Village of Heritage Green shall use a brick with the following specifications: Brick-Belden Standard Alaska White Dartex.

18. All structures erected and maintained on the lot in The Village of Heritage Green shall use Manville Woodlands, 25 Series, Weathered Wood Shingles.

For prior instrument reference: 91-1482 A06; 92-0833 E04.

Signed and Acknowledged
in the Presence of:

Witness

Witness

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

By: _____
TIMOTHY X. GRUBER, President

By: _____
LEO HOEN, Secretary/Treasurer

Recorded By: 17051

92 496009

SECOND RECORD

50924 ~~16621~~

MODIFICATION OF THE DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

Pursuant to the authority granted to it by Article IV, Paragraph Two of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, The Village Green Development Company, an Ohio corporation, does hereby modify Article I, Paragraph Sixteen (16), of said Declaration of Restrictions to read as follows:

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For prior instrument reference: 91-1482 A06; 92-0833 E04.

Signed and Acknowledged in the Presence of:

Witness

Witness

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

By: _____
TIMOTHY X. GRUBER, President

By: _____
LEO HOEN, Secretary/Treasurer

Withdrawn By 17051

92 3210A01

~~92 496B03~~

[redacted]

SECOND RECORD

50924 ~~16621~~

MODIFICATION OF THE DECLARATION OF RESTRICTIONS

As to The Village of Heritage Green

A Subdivision in Springfield Township

Lucas County, Ohio

Pursuant to the authority granted to it by Article IV, Paragraph Two of the Declaration of Restrictions as to The Village of Heritage Green, a Subdivision in Springfield Township, Lucas County, Ohio, The Village Green Development Company, an Ohio corporation, does hereby modify Article I, Paragraph Sixteen (16), of said Declaration of Restrictions to read as follows:

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For prior instrument reference: 91-1482 A06; 92-0833 E04.

Signed and Acknowledged in the Presence of:

VILLAGE GREEN DEVELOPMENT CO.
An Ohio Corporation

Witness

By: _____
TIMOTHY X. GREBER, President

Witness

By: _____
LEO HOEN, Secretary/Treasurer

92 3210A01

~~92 4961D03~~

RECEIVED & RECORDED

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SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

92 3210A04

RELEASE

50925

KNOW ALL MEN BY THESE PRESENTS, That Fifth Third Bank of Northwestern Ohio, N.A., formerly known as Fifth Third Bank of Toledo, N.A., formerly known as First National Bank of Toledo, of the City of Toledo and State of Ohio, Does Hereby Certify, That a certain Indentures of Mortgage bearing date the 31st day of December, 1986 made and executed by Suzanne M. Speck (wife of Donald L. Speck, of the first part, to First National Bank of Toledo, of the second part, and recorded in the Recorder's Office for the County of Lucas and State of Ohio in Microfiche number 862055D09, of Mortgages, on the 31st day of December, 1986 is fully paid, satisfied and discharged.

In Witness Whereof, we hereunto set our hands and seal this 4th day of November, 1992.

Signed, Sealed and Delivered
in the presence of:

Susan A. Madden

Melissa K. Caldwell

FIFTH THIRD BANK OF N.W. OH, N.A.

Michael R. Miller, Vice President

Todd A. Hoyt,
Assistant Vice President

STATE OF OHIO]
]SS:
COUNTY OF LUCAS]

Before me, the subscriber, a Notary Public, in and for said County and State, personally came Michael R. Miller, Vice President and Todd A. Hoyt, Assistant Vice President of Fifth Third Bank of Northwestern Ohio, N.A., the corporation which executed the forgoing instrument who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation that they did sign and seal instrument as such Vice President and Assistant Vice President respectively, in behalf of said corporation and by authority of its board of directors; and that said instrument is their voluntary act and deed individually and as such officers and the voluntary act and deed of the said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of November, 1992.

Notary Public

MELISSA KAY CALDWELL NOTARIAL SEAL

Prepared by:
Fifth Third Bank of Northwestern Ohio, N.A. fka
Fifth Third Bank of Toledo, N.A. fka
First National Bank of Toledo

92 3210A03

RECEIVED & RECORDED

NOV 04 1992 3:21 PM

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

92 3210A04

21499

ASSIGNMENT

Village Green Development Company, an Ohio Corporation (grantor) for valuable consideration received and acknowledged, by its duly authorized and proper officers and by authority of its board of directors does hereby give, grant, sell, assign and transfer to Reynolds Construction Company, an Ohio Corporation (grantee), the true and lawful successor and assignee of grantor, all the right, title, interest, power, authority and every other right of grantor as "Developer" under Declaration of Restrictions recorded in Lucas County Records 91 1482A01ff, 91 1482.01ff, 92 0333E04f and 92 3210A01ff known as Declaration of Restrictions as to The Village Heritage Green a subdivision in Springfield Township, Lucas County, Ohio, and by way of illustration but not of limitation all right and authority as "the Architectural Control Committee" and "developer" together with all other rights, interest, title, authority given to or heretofore retained by grantor/developer under said restrictions relating to all lots in The Village of Heritage Green, a subdivision in Springfield Township, Lucas County, Ohio, also including all rights of reservation, right to approve plans, fix grades and together with each and every other power, right, interest, reservation, right of assignment and to name successors to itself, to grant easements, to enforce restrictions together with each and every right, reservation, and power formerly held by or given to grantor/developer confirming and affirming each and every act of construction (to construe) and interpretation (to interpret) also to institute and fabricate a Homeowner's Association with regulations therefor, to elect directors and officers thereof and to otherwise succeed to and be successor in all respects to grantor/developer, also the power in grantee to name successors to and assigns of grantee also to enforce and maintain said restrictions.

IN WITNESS WHEREOF, Village Green Development Company has caused its corporate name to be subscribed to these presents by its president, Timothy X. Gruber, and its secretary/treasurer, Leo Hoen, this 11th day of February, 1993.

CORPORATION HAS NO SEAL

Signed, acknowledged and delivered in the presence of:

Shirley A. German

Judy M. Husbam

VILLAGE GREEN DEVELOPMENT COMPANY

BY: _____
Timothy X. Gruber, President

BY: _____
Leo Hoen, Secretary/Treasurer

C

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¼ S T. h

ARB

STATE OF OHIO, LUCAS COUNTY, ss:

BEFORE ME, a Notary Public in and for said County, personally appeared Timothy X. Gruber, President and Leo Hoen, Secretary/Treasurer, of the said Village Green Development Company, who acknowledged that they did sign said instrument as such officers of said corporation on behalf of said grantor corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of said Timothy X. Gruber, President, and Leo Hoen, Secretary/ Treasurer, as such officers, and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of February, 1993.

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Markwood and Markwood Co., L.P.A.
405 Madison Avenue - Suite 1445
Toledo, OH 43604-1228

RECEIVED & RECORDED
MAY 09 1994
SUE RIOUX
RECORDER,LUCAS COUNTY,OHIO

94 1203B03