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DECLARATION OF RESTRICTIONS
FOR
BLUE CREEK ESTATES
PROVIDENCE TOWNSHIP
LUCAS COUNTY, OHIO

This Declaration of Restrictions is hereby adopted by Steven A. Raker, hereinafter called "Developer."

Witnesseth:

WHEREAS Developer is the owner of all of the real estate described on Exhibit A hereto, consisting of five parcels, the descriptions of which are adopted herein by reference, situated in the Northeast Quarter of the Southeast Quarter of Section 8, Township 6 North, Range 9 East, Providence Township, Lucas County, Ohio, pursuant to a deed recorded in Microfilm No. 91-095-B08, Lucas County, Ohio, which real estate is hereinafter sometime called "Blue Creek Estates", and sometimes called "lots";

WHEREAS, Developer desires to establish a general plan for the development of Blue Creek Estates and to establish restrictions upon the manner of use, improvements and enjoyment of Blue Creek Estates which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes;
NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of adoption of the restrictions hereinafter set forth, and the premises above, does for himself and his successors and assigns, hereby declare, covenant and stipulate that all of Blue Creek Estates shall hereafter be conveyed by him, his successors and assigns, subject to the following restrictions:

ARTICLE I

PRIOR APPROVAL OF ALL PLANS

1.1 All plans and specifications for structures and other improvements must be submitted for examination and approval to the Architectural Control Committee before any erection of improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, and color scheme. 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.

1.2 In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Blue Creek Estates as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of the subdivision taken as a whole.

In approving and withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right...
to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Blue Creek Estates as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots of Blue Creek Estates as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

1.3 The Architectural Control Committee, through its agents, reserves the sole and exclusive right to fix the 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 Blue Creek Estates.

1.4 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 in the actual construction or location of the approved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

1.5 The approval of all plans and specifications required by Section 1.1 shall be evidenced by the written signature of the Architectural Control Committee or its duly authorized agent. No work shall commence on any lot until such written approval has been obtained.
ARTICLE II
SPECIFIC RESTRICTIONS ON IMPROVEMENTS

2.1 The specific restrictions set forth herein are in addition to those imposed by the Architectural Control Committee in furtherance of the general development plan.

Residential Only

2.2 All lots shall be restricted to residence purposes only. Not more than one residence shall be built upon any lot. All residences shall be single family dwellings. Not more than two out buildings shall be permitted.

Building Lines

2.3 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 I 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 or nearer to any side lot line or easement than ten (10) feet.

Materials

2.4 All structures and buildings erected and maintained upon said lots shall be constructed with new, adequate and generally accepted building materials of a permanent nature and pleasing appearance.

Utilities and Antennae

2.5 All utilities, including electrical wires and services, shall be underground. No exterior antennae, satellite discs, or other reception equipment shall be permitted; provided, however, that if cable television service is not available then this restriction shall be waived until six (6) months after the availability of cable service, by which time any exterior reception equipment shall be removed. A satellite dish on the ground may be approved by the Architectural Control Committee if properly landscaped. All propane tanks or other above-ground tanks shall be
screened or fenced.

ARTICLE III

SPECIFIC RESTRICTIONS ON THE USE OF THE PROPERTY

Residential Use Only

3.1 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 Blue Creek Estates, nor shall anything be done thereon which may be or become an annoyance or nuisance in Blue Creek Estates.

No Wells

3.2 No well for gas, oil, or other substances, other than water, shall at any time be erected, placed or maintained on any of such residential lots.

No Temporary Residences

3.3 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 Blue Creek Estates. No dwelling erected in Blue Creek Estates shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor.

No Storage

3.4 No lot shall be used for the storage of automobiles, 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 one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures shall be removed from said lots without the written approval
of the Developer, or its successors and assigns.

Animals

3.5 No more than 8 animals, not more than 4 of which may weigh in excess of 40 pounds, may be harbored or maintained on any lot or within any dwelling or outbuilding. Any such animals must be maintained in a clean and orderly fashion.

Rubbish

3.6 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 or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee, or its successors and assigns. Any burn barrels must be at the extreme rear of the lot and away from any neighbor's residences.

Signs

3.7 No signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which sign is located shall be erected, placed, or posted or otherwise displayed on or about any lot without the written permission of the Architectural Control Committee, or its successors and assigns, and the Architectural Control Committee, or its successors 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.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

4.1 The Architectural Control Committee shall be composed of members who shall be appointed by the Developer. At such time as the Developer shall have sold and conveyed all of the residential lots in the subdivision to others and residences shall have been erected on all of the residential
lots in the subdivision, the right of the Developer to appoint members to the Architectural Control Committee shall terminate and thereafter the Property Owners Association shall have the sole right to appoint members to the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this paragraph to any successor to its interest as Developer of the subdivision; and, (ii) the right and privilege to relinquish to Providence Township its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.

ARTICLE V

PROPERTY OWNERS ASSOCIATION

5.1 Upon the completion and occupancy of not less than seventy-five percent (75%) residential dwellings, or the sale of all of the lots, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called Blue Creek Estates, or name similar thereto, and upon the formation of such association, every owner of a residential lot in the subdivision shall automatically become a member thereof, entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

5.2 Each lot owner, including Developer, shall be entitled to one (1) vote for each lot owned and where title to a lot is jointly owned, such co-owners acting jointly shall be entitled to only one (1) vote.

5.3 The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the subdivision, and for the health, comfort, safety and general welfare of its residents. The Association shall maintain the roadways, drives, and access easements, shall mow the grass, and plow the snow within said access easements.

5.4 Developer, and/or Architectural Control Committee, may, by
instrument in writing, assign and vest in the Association all of its rights, privileges and powers herein retained which assignment shall be recorded in Lucas County, Ohio Recorder's Office.

5.5 The Association shall collect and disburse funds which the Board of Trustees determines, from time to time, to be for the general benefit of the owners of all residential lots in the subdivision and as required to carry out the purposes herein set forth.

5.6 The Association shall enforce all provisions of the recorded plat, these covenants and restrictions, and the regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

5.7 In the event the Association shall be dissolved or otherwise cease to exist, all of its rights, duties and obligations shall automatically inure to the benefit of the owners of the residential lots in Blue Creek Estates, and such adjacent subdivisions as may become members of the Association.

5.8 Until such time that the Association is formed, the Developer shall maintain the areas set forth in Item 5.3 above.

5.9 The Association may assign all or part of its duties or functions to an adjacent Blue Creek Estates Association or to the Association to be established for Blue Creek Estates Commons.

ARTICLE VI

ASSESSMENTS

6.1 In carrying out its purposes, after the Association is formed, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year. For the first year, and each year thereafter until changed by the Association, the annual assessment shall be $120.00 for each lot.

6.2 Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by a majority of the
membership during the calendar year for which the assessment is levied and a notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

6.3 A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. Such lien shall be subordinate to the lien of any real estate mortgage on any residential lot. Judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

6.4 Any lot owner may request and upon payment of the reasonable expense therefor, shall receive, from the Secretary of the Association, a certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of any unpaid assessments.

ARTICLE VII

ENFORCEMENT OF RESTRICTIONS

7.1 Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, its successors and assigns, the Association or any person or persons owning any lot in Blue Creek Estates may prosecute any proceedings at law, or in equity, against the person or persons violating attempting to violate any such covenants or restrictions to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

7.2 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 Blue Creek Estates shall not affect any of the other provisions contained in the Declaration of Restrictions, which shall remain in full force and effect.
7.3 All transfers and conveyances of each and every lot in Blue Creek Estates shall be made subject to these covenants and restrictions.

7.4 Any notice required to be sent to any owner of a lot in Blue Creek Estates 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.

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

7.6 Developer and or the Architectural Control Committee 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.

7.7 No owner of any lot in Blue Creek Estates 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.

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

7.9 Each lot owner, by acceptance of a deed to a lot in Blue Creek Estates agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Architectural Control Committee 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 Blue Creek Estates, or the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, the Architectural Control Committee may in writing waive these restrictions as to such lots as to permit the erection of such buildings or the making of the proposed improvements.
7.10 The Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained where the Developer and the Architectural Control Committee in their sole and exclusive discretion determine that such change, modification, alteration or rescission will be beneficial, compatible and esthetically harmonious with the manner of use, improvement and enjoyment of any lot in Blue Creek Estates, and consistent with the enjoyment and use of neighboring lots.

7.11 The Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE VIII

GENERAL AND MISCELLANEOUS

Utility Easements

8.1 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, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas described on Exhibit B hereto, entitled "Utility Easements". 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 Blue Creek Estates 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 within Exhibit B as "Utility Easement". The term "structures" as used in the foregoing portion of this paragraph shall
include those structures set forth in Section 8 below but shall not include lot improvements such as driveways and fences. No owner of any lot in Blue Creek Estates shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Blue Creek Estates without the prior written consent of the Developer, its successors and assigns.

**Access Easements**

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 roads, lanes, and driveways, and for drainage and sewers on, over, below, or under all of the areas described on Exhibit B hereto, entitled "roadway easements", and more particularly described on Exhibit C hereto. The area described on Exhibit C is hereby reserved for the common use and enjoyment of the subsequent owners, their heirs, successors, assigns, family, and invitees to have ingress and egress to, from, and over the land and real property described therein. The Developer also reserves to itself, the Association, and to its successors and assigns, the right to go upon or permit any contractor to go upon the lots in [Blue Creek Estates] from time to time to install, maintain and remove such driveways, roads, or lanes, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such easement. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated within Exhibit C. The term "structures" as used in the foregoing portion of this paragraph shall include those structures set forth in Section 8 below but shall not include lot improvements such as driveways and fences. No owner of any lot in Blue Creek Estates shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Blue Creek Estates without the prior written consent of the Developer, its successors and assigns. Said Access Easements shall be maintained by the Association.

**Duration of Restrictions**

8.2 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 2011, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
Amendments

8.3 The covenants and restrictions may be amended prior to January 1, 2011, upon the written approval of the then owners of not less than two-thirds (2/3) of the lots in Blue Creek Estates, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an 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, 2011, 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 Blue Creek Estates upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Definition of "Structure"

8.4 Wherever used herein, the term "structure" shall mean and refer to anything or device (other than trees, shrubbery which is less than two (2) feet height 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 or 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, 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 of more than six (6) inches from that existing at the time of purchase by the owner.

IN WITNESS WHEREOF, Steven A. Raker, Developer, has executed this Declaration of Restrictions this 5th day of August, 1991 in Sylvania Township, Lucas County, Ohio.

Witnesses:
STATE OF OHIO    
COUNTY OF LUCAS    

The foregoing instrument was acknowledged before me this 5th day of August, 1991 by Steven A. Raker, Developer.

This Instrument Prepared by
David W. Zoll
6605 West Central
Toledo, Ohio 43617
(419) 841-9623

91 1115B02
Steve Raker

Parcel 1
5.081 acre parcel

A parcel of land being part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 6 North, Range 9 East, Providence Township, Lucas County, Ohio, and being more particularly described as follows:

Beginning at the northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, south 89°55'59" East (bearings are assumed for the purpose of this description) along the north line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of the Neapolis-Waterville Road a distance of Fifty and zero hundredths feet (50.00') thence, South 0°03'19" East and parallel with the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Hundred and zero hundredths feet (100.00') to a 5/8" diameter iron pin with an I.D. cap; thence, South 41°54'51" East a distance of Five Hundred Three and thirteen hundredths feet (503.13') to a 5/8" diameter iron pin with an I.D. cap; thence, South 0°03'19" East and distance of Three Hundred Forty-seven and sixty hundredths feet (347.60') to a 5/8" diameter iron pin with an I.D. cap; thence, North 89°55'59" West and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of Three Hundred Eighty-five and seventy-four hundredths feet (385.74') to a 5/8" diameter iron pin with an I.D. cap on the West line of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 0°03'19" West along the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of Eight Hundred Thirty-one and three hundredths feet (821.03') to the point of beginning of the parcel herein described, containing 5.081 acres of land, subject to all easements and restrictions of record and legal highways.

David R. Maxson, P.E.
Reg. Surveyor No. 8658
3/18/91
Revised 6/1/91

Exhibit A, Page 1
Steve Raker
Parcel 2
8.307 acre parcel

A parcel of land, being Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 6 North, Range 9 East, Providence Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, South 89° 56' 59" East (bearings are assumed for the purpose of this description) along the North line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of the Neapolis-Waterville Road a distance of Fifty and zero hundredths feet (50.00') to the point of beginning of the parcel herein described; thence, continuing South 89° 56' 59" East along the North line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of the Neapolis-Waterville Road a distance of One Hundred Eighty-six and twenty-seven hundredths feet (186.27') to the point on the centerline of a creek; thence, in a Southeasterly direction along the centerline of said creek the following bearings and distances: South 31° 54' 51" East a distance of Seven Hundred Nineteen and fifty-four hundredths feet (719.54'); thence, South 39° 37' 04" East a distance of Three Hundred Seventy-three and ninety-seven hundredths feet (373.97'); thence, North 89° 50' 57" West and leaving the centerline of said creek and parallel with the South line of the Northeast Quarter of the Southeast Quarter a distance of Five Hundred Sixty-four and seventy-two hundredths feet (564.72') to a 5/8" diameter iron pin with an I.D. cap; thence, North 00° 03' 19" East and parallel with the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of Three Hundred Forty-seven and sixty hundredths feet (347.60') to a 5/8" diameter iron pin with an I.D. cap; thence, North 41° 54' 51" West a distance of Five Hundred Three and thirteen hundredths feet (503.13') to a 5/8" diameter iron pin with an I.D. cap; thence, North 00° 03' 19" West a distance of One Hundred and zero hundredths feet (100.00') to the point of beginning of the parcel herein described, containing 8.307 acres of land, subject to all easements and restrictions of record and legal highways.

David R. Maxson, P.S.
Reg. Surveyor No. 6656
3/18/91

Exhibit A, Page 2
Steve Raker

Parcel 3
5.050 acre parcel

A parcel of land being Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 9 East, Providence Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 0'-00"-00' East along the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road a distance of Three Thousand Twenty-nine and eighty-six hundredths feet (329.86') to the point of beginning of the parcel herein described; thence, North 88 '-50'-57" West and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Thousand Thirty-three and ninety-one hundredths feet (1,333.91') to a 5/8" diameter iron pin with an I.D. cap on the West line of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 0'-03'-19" West along the West line to the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Hundred Seventy-two and forty-three hundredths feet (172.43') to a 5/8" diameter iron pin with an I.D. cap; thence, South 89 '-50'-57" East and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of Nine Hundred Fifty-five and forty-six hundredths feet (955.46') to a point on the centerline of a creek; thence, along the centerline of said creek, South 39 '-37'-04" East a distance of Thirty-five and ninety-seven hundredths feet (35.87'); thence, South 89 '-55'-59" East and leaving the centerline of said creek and parallel with the North line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of the Neapolis-Waterville Road a distance of Three Hundred Fifty-five and sixty-eight hundredths feet (355.88') to a point on the East line of the Northeast Quarter of said Section 8 and the centerline of Yawberg Road; thence, South 0'-00'-00' West along the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road a distance of One Hundred Forty-five and forty hundredths feet (145.40') to the point of beginning of the parcel herein described, containing 5.050 acres of land, subject to all easements and restrictions of record and legal highways.

_Signature_

David R. Maxson, P.S.
Reg. Surveyor No. 6856
3/19/91

Exhibit A, Page 3
Steve Raker

Parcel 4
5.050 acre parcel

A parcel of land being part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 8 North, Range 9 East, Providence Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 0°00'00" East (bearings are assumed for the purpose of this description) along the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road a distance of One Hundred Sixty-four and ninety-four hundredths feet (184.94') to the point of beginning of the parcel herein described; thence, North 89°50'57" West and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Thousand Three Hundred Thirty-three and seventy-five hundredths feet (1,333.75') to a 5/8" diameter iron pin with an I.D. cap on the West line of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 0°03'19" West along the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Hundred Sixty-four and ninety-two hundredths feet (184.92') to a 5/8" diameter iron pin with an I.D. cap; thence, South 89°50'57" East and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Thousand Three Hundred Thirty-three and ninety-one hundredths feet (1,333.91') to a point on the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road; thence, South 0°00'00" West along the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road a distance of One Hundred Sixty-four and ninety-two hundredths feet (184.92') to the point of beginning of the parcel herein described, containing 5.050 acres of land, subject to all easements and restrictions of record and legal highways.

David R. Maxson, P.S.
Reg. Surveyor No. 6856
3/19/91

Exhibit A, Page 4

91 1115B06
Steve Raker
Parcel 5
5.050 acre parcel

A parcel of land being part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 6 North, Range 9 East, Providence Township, Lucas County, Ohio, and being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 89° 50' 57" West (bearings are assumed for the purpose of this description) along the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Thousand Three Hundred Thirty-three and fifty-nine hundredths feet (1,333.59') to a 5/8" diameter iron pin with an I.D. cap at the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, North 0° 03' 19" West along the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Hundred Sixty-four and ninety-four hundredths feet (164.94') to a 5/8" diameter iron pin with an I.D. cap; thence, South 89° 50' 57" East and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of One Thousand Three Hundred Thirty-three and seventy-five hundredths feet (1,333.75') to a point on the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road; thence, South 0° 00' 00" West along the East line of the Northeast Quarter of the Southeast Quarter of said Section 8 and the centerline of Yawberg Road a distance of One Hundred Sixty-four and ninety-four hundredths feet (164.94') to the point of beginning of the parcel herein described, containing 5.050 acres of land, subject to all easements and restrictions of record and legal highways.

David R. Maxson, P.S.
Reg. Surveyor No. 6656
9/19/81

Exhibit A, Page 5
Steve Raker

Common Drive Easement

Situated in the Northeast Quarter of the Southeast Quarter of Section 8, Township 8 North, Range 9 East, Providence Township, Lucas County, Ohio, and being more particularly described as follows:

A strip of land 40 feet in even width lying 20 feet on each side of the following described centerline:
Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, South 89°58'59" East (bearings are assumed for the purpose of this description) a distance of 30.00' to the point of beginning of the herein described centerline; thence, South 0°03'19" East and parallel with West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of 1,323.32' to the terminus of the herein described centerline.

Also, a strip of land 70 feet in even width lying 35 feet on each side of the following described centerline:
Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, South 0°03'19" East along the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of 708.03' to the point of beginning of the herein described centerline; thence, South 89°50'57" East and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of 385.74' to the terminus of the herein described centerline.

David R. Maxson, P.S.
Reg. Surveyor No. 6658
7/1/91

Exhibit C

RECEIVED & RECORDED
AUG 06 1991
SUE RIoux
RE faculty, LUCAS COUNTY, OHIO
91 1115B09
A strip of land 40 feet in even width lying 20 feet on each side of the following described centerline:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, South 89-56'-59" East (bearings are assumed for the purpose of this description) a distance of 30.00' to the point of beginning of the herein described centerline; thence, South 0-03'-19" East and parallel with West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of 1,323.32' to the terminus of the herein described centerline.

Also, a strip of land 70 feet in even width lying 35 feet on each side of the following described centerline:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 8; thence, South 0-03'-19" East along the West line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of 786.03' to the point of beginning of the herein described centerline; thence, South 89-50'-57" East and parallel with the South line of the Northeast Quarter of the Southeast Quarter of said Section 8 a distance of 385.74' to the terminus of the herein described centerline.

David R. Maxson, P.S.
Reg. Surveyor No. 6858
7/1/91

Exhibit C

RECEIVED & RECORDED
AUG 06 1991 2:51
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

91 1115 B09