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DECLARATION OF RESTRICTIONS
AS TO
EXMOOR, A SUBDIVISION
IN THE VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS is made and adopted by McGOWAN & SCHROEDER, a partnership, with offices at 4668 Talmadge Road, Toledo, Ohio 43623 (hereinafter called the "Developer") and by EXMOOR HOMEOWNERS' ASSOCIATION, an Ohio nonprofit corporation (hereinafter called the "Association"), on the day and year hereinafter set forth.

WHEREAS, Developer is the owner in fee simple of all of the lands described as follows:

All that part of the Northeast quarter (1/4) of Section twenty-six (26), Town nine (9) South, Range six (6) East, and parts of Lots numbered one (1) through nine (9) inclusive, and all of Lots numbered ten (10) through fourteen (14) inclusive, the said Lots being located in the plat of Brookdale (now vacated), a plat of record, recorded in Volume 41, Pages 125 and 126 Book of Plats, Lucas County, Ohio records and part of the right of way of the undedicated roads known as Haverhill Road and Everglade Road shown on the aforementioned plat of Brookdale, all located in the Village of Ottawa Hills, Lucas County, Ohio, the said certain parcel of land being more particularly bounded and described as follows: Commencing at the Northeasterly corner of the said Section twenty-six (26); thence North eighty-nine (89) degrees fifty-nine (59) minutes thirty-three (33) seconds East, along the Northerly line of the said Section twenty-six (26), (centerline of Central Avenue), a distance of one hundred ninety and seventy-three (190.73) feet to the point of beginning; thence South zero (0) degrees, thirty-six (36) minutes, thirty (30) seconds East, a distance of eleven hundred seven and six hundredths (1107.66) feet, to the Northeasterly corner of Lot 129 in the plat of Hasty Hill Farms, Plat 6 a plat of record, recorded in Volume 56, pages 29 and 30 Book of Plats, Lucas County, Ohio records (said Northeasterly corner of Lot 129 being a plat corner of the said plat of Hasty Hill Farms, Plat 6); thence North seventy-nine (79) degrees, zero (0) minutes, thirteen (13) seconds West, along the Northerly line of the said Lot 129 (Northerly line of the said plat of Hasty Hill Farms, Plat 6), a distance of three hundred twenty-six and sixty-eight hundredths (326.68) feet, to the Northeasterly corner of the said Lot 129 (Northeasterly corner of Lot 128 in the said plat of Hasty Hill Farms Plat 6); said common property corner of Lots 128 and 129 being a plat corner of the said plat of Hasty Hill Farms, Plat 6; thence south eighty-nine (89) degrees twenty-three (23) minutes, thirty (30) seconds West, along the Northerly line of the said Lot 128.
(northerly line of the said plat of Nancy Hill Farms Plat 6), a distance of three hundred (300.00) feet, more or less, to a point on the Southerly extension of the Easterly line of the Plat of Redington Woods a plat of record, recorded in Volume 51, Pages 56 and 57 Book of Plats, Lucas County, Ohio records (said Southerly extension of the Easterly line of the plat of Redington Woods being the Wasterly line of the said plat of Brookdale); thence North zero (0) degrees, thirty-six (36) minutes, thirty (30) seconds West, along the said Southerly extension of the Easterly line of the plat of Redington Woods and along the Easterly line of the said plat of Redington Woods (Wasterly line of the said plat of Brookdale and the Northerly extension of the said Wasterly line of the plat of Brookdale) a distance of one thousand forty-eight and one hundredth (1048.01) feet, more or less, to a point on the said Northerly line of Section twenty-six (26), thence North eighty-nine (89) degrees, fifty-nine (59) minutes, thirty-three (33) seconds East, along the said Northerly line of Section twenty-six (26), a distance of six hundred twenty and three hundredths (620.23) feet, more or less, to the point of beginning; containing fifteen and one hundred ten thousandths (15.110) acres of land, more or less, and subject to legal highways.

WHEREAS, such property is designated on a plat recorded in Volume 90, Pages 72-73 of the Lucas County, Ohio Record of Plats as Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio (hereinafter sometimes called "Exmoor" and/or "the subdivision"); and

WHEREAS, Association is a nonprofit corporation that has been formed by Developer to be the owner of all that portion of Exmoor designated as the common area on the recorded plat of Exmoor, including the portions thereof designated to be used for utility purposes; and

WHEREAS, the members of the Association shall be the owners of the lots in Exmoor; and

WHEREAS, Exmoor is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio and the Zoning Resolutions of the Village of Ottawa Hills, Lucas County, Ohio; and

WHEREAS, Developer and Association desire to establish a general plan for the development of Exmoor and to establish restrictions upon the manner of use, improvement and enjoyment of the lots and the common area in the subdivision 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 and Association in consideration of the 
enhancement in the value of the lots in Elegance by reason of the adoption of the 
restrictions hereinafter set forth, and in furtherance of the community 
development plan, do for themselves, their successors and assigns hereby 
declare, covenant and stipulate that all property as shown on the recorded plat 
of Elegance be conveyed by Developer and its successors and 
assigns subject to the following restrictions, covenants and conditions:

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the 
recorded plat of Elegance as the same may be hereafter combined and/or subdivided 
shall be referred to herein as "residential lots." No structure shall be 
erected, placed or maintained on any residential lot other than one (1) single-
family dwelling of not less than 2000 sq. ft. of living area (measured from the 
outside of exterior walls and excluding basements and garages) having a private
entrance as well as a private attached garage of not less than two (2) car
capacity, which garage shall be attached or connected by means of a covered
access to the dwelling, and such accessory buildings and uses as are approved by
the Architectural Control Committee as provided under Article II hereof. With
respect to such structure erected or maintained in the subdivision, all utility
services shall be underground.

1.2 Size and Number of Residential Lots. The subdivision shall 
consist of not more than 48 residential lots. Each residential lot shall
contain not less than 4400 sq. ft. The construction of a single family 
residence shall be permitted on one residential lot; provided, however, that single 
family residences on separate residential lots may be 
joined by fences or party walls; and, provided further, that individual
residential lots may be split and/or combined upon obtaining any requisite
governmental approvals so long as no residential lot in the subdivision shall be
reduced to less than 4400 sq. ft. and so long as the number of single family
residential lots in the subdivision shall not exceed 48 after approval of any
requested lot splits and/or combinations.

1.3 Common Areas and Streets. The real estate included in the 
subdivision and designated on the recorded plat as common areas, utility
assessments and streets shall be used exclusively for roadway and utility purposes
and for noncommercial recreational purposes.

1.4 Use Restrictions. No building or structure shall be erected
and no portion of any residential lot shall be used for any use or purpose other
than residential purposes. No noxious, offensive or unreasonably disturbing
activities shall be carried on upon any part of the subdivision, nor shall
anything be done within the subdivision which may be or become an annoyance or
nuisance in the subdivision. No well for gas, water, oil or any other substance
shall at any time be erected, placed or maintained on any of the residential

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lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Architectural Control Committee as provided under Article II hereof. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclaimation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.5 Completion of Structures. All structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than that incident to construction of approved structures shall be removed from residential lots without the approval of the Architectural Control Committee as provided under Article II hereof.

1.6 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, that household pets will be permitted on the common area of the subdivision only if on a leash, and that any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with the rules and regulations adopted by the Association.

1.7 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any residential lot without the written permission of the Association, and the Association shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.8 Miscellaneous. 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 subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Architectural Control Committee as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar device, if stored on any residential lot in the subdivision, shall be suitably housed within a garage building. All rubbish, debris and garbage shall be stored and maintained in containers entirely within a structure or enclosed behind an approved wall with a minimum height of five feet and with an approved access gate. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Association.

ARTICLE II

ARCHITECTURAL CONTROL
2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Architectural Control Committee (hereinafter described) and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Architectural Control Committee shall approve, reject or approve with modifications all submissions within twenty (20) days after submission of the plans and specifications required hereunder to the Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof with its records.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall be composed of four members, two of whom shall be residents of the Village of Ottawa Hills appointed by the Mayor of Ottawa Hills with approval of the Village Council and two of whom 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 two members of the Architectural Control Committee shall terminate and thereafter the Association shall have the sole right to appoint such two members of 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 Section 2.2 to any successor to its interest as Developer of the subdivision; and, (ii) the right and privilege to relinquish all 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.

2.3 Architectural Theme. The site plan for all residential lots and all residences or other structures to be constructed on residential lots in the subdivision shall conform to Developer's architectural theme for the subdivision which contemplates the use of historic or traditional European styles of architecture (i.e. styles popularly known as "tudor", "country french" and similar) in close proximity to the internal roadways within the subdivision with the optional use of wood, masonry and metal decorative walls along the frontage of each residential lot and with extensive landscaping to establish a cohesive architectural plan. Developer shall establish roof designs and materials, trim colors, brick, stucco and wood specifications and window detail
to assist the Architectural Control Committee in approving plans and specifications.

2.4 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Exmoor as an architecturally harmonious, artistic and desirable residential subdivision, having a European village atmosphere, following a precise landscape plan as provided under paragraph 2.7 hereof, 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 or 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 Exmoor 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 in Exmoor as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.5 Location of Structures. All residential dwellings and accessory structures in the subdivision shall be erected wholly within the residential lot lines and no closer to any of the roadways than the lot lines of the residential lots as shown on the recorded plat. If approved by the Architectural Control Committee, patios, open porches, decks, walkways, driveways, decorative walls of wood, masonry or metal composition, privacy screens and shrubbery may extend into the common areas immediately adjacent to dwellings which have been erected wholly within the residential lot lines. In addition, wood, masonry and metal decorative walls of such height and construction as shall be permitted by the Architectural Control Committee shall be permitted along all property lines of all residential lots in the subdivision.

2.6 Maximum Height. No structure constructed or erected within the subdivision shall be greater than two and one-half (2 1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Architectural Control Committee.

2.7 Landscaping. Developer shall establish a master plan for the landscaping of the subdivision, which master plan shall serve as a model or guide in the preparation of all individual landscaping plans for residential lots. Not less than ten per cent (10%) of the overall cost of improvements for each residential lot shall be expended for landscaping. For purposes of the foregoing sentence, landscaping costs shall include expenditures for sidewalks (not driveways), decorative fences and walls, open decks and patios, and
plantings. True copies of the master landscaping plan shall be filed with Association and with the Architectural Control Committee. Prior to commencement of construction on any residential lot, an individual landscaping plan for such lot shall be submitted to and approved by the Architectural Control Committee. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence.

2.8 Decorative Masonry Wall. Developer shall construct a decorative masonry wall approximately six (6) feet in height at the northerly edge of the common area bordering the southerly line of Central Avenue and at the easterly edge of the common area bordering the westerly line of that segment of Exmoor Road which fronts the easterly line of the subdivision. This wall shall be for the common benefit and enjoyment of the owners of all of the residential lots in Exmoor and the wall shall be kept and maintained by the Association in accordance with the provisions of Article IV hereof.

2.9 Trees. Developer and the Association shall preserve, so far as possible and consistent with the development of Exmoor the trees and natural attributes of the wooded area which has been platted as Exmoor Subdivision. No trees greater than six inches in diameter at four feet above grade shall be removed in connection with the development of any residential lot except as approved by the Architectural Control Committee and as shown on the approved site plan for the construction.

2.10 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all building sites and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Exmoor.

2.11 Developer's Advertising and Sales. Until such time as Developer has conveyed to others all residential lots in the subdivision, and notwithstanding any of the provisions contained in this Declaration of Restrictions, Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the residential lots in the subdivision and to maintain large temporary signs on Central Avenue and Exmoor Road advertising the sale of residential lots in the subdivision.

2.12 Construction in Violation of Approved Plan. 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 improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these Restrictions.

2.13 Voting by Architectural Control Committee; Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the committee, not less than two days notice of a meeting shall be given each member in writing or by telephone at his residence address. Two
members of the Architectural Control Committee shall constitute a quorum. Although the architectural Control Committee and Developer are granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Exmoor, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge the Architectural Control Committee and Developer from any claim they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE III
PARTY WALLS OR PARTY FENCES

3.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article III, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built or maintained at anytime within Exmoor pursuant to plans and specifications approved by the Architectural Control Committee. In the event that any portion of any structure, including any foundation, overhand, party wall, decorative wall, or fence, which has been constructed or along a lot line in accordance with plans and specifications approved by the Architectural Control Committee shall protrude not more than six inches (6") onto or over an adjoining residential lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and no lot owner shall maintain any action for the removal of such a party wall, fence or projection or for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that there be a perpetual easement in favor of the encroaching party for continuing maintenance and use of the projection, party wall, decorative wall, or fence so long as such use shall be warranted for any replacements of the original structure, party wall, decorative wall or fence. The foregoing shall also apply to any replacements of the original structure, party wall, decorative wall or fence. The foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration of Restrictions.

3.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be equally shared by the residential lot owners who make use of the wall or fence in proportion to such use.

3.3 Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any lot owner who has used the wall or fence may restore it, and if the adjoining residential lot owner thereafter makes use of the wall or fence, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of the residential lot owner who restores the wall or fence to call for
a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

3.4 Right to Contribution Runs with Land. The right of any lot owner to contribution from any other lot owner under this Article III shall be appurtenant to the land and shall pass to such lot owner's successors in title.

3.5 Arbitration. In the event any dispute shall arise concerning a party wall or party fence under the provisions of this Article III, the owners of the lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711 Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party the dispute shall be presented to three arbitrators. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The place of arbitration shall be Lucas County, Ohio.

ARTICLE IV
EXMORE HOMEOWNERS' ASSOCIATION

4.1 Membership in Association. All owners of residential lots in Exmore, and all persons who hereafter acquire title to a residential lot in the subdivision, shall automatically become members of the Association and shall be 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 the Association.

4.2 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the common areas and utility easements in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and shall have a nonexclusive easement together with the other owners of residential lots to the use and enjoyment of the common areas and utility easements. All members of the Association shall use the common areas and utility easements in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants, except the extent that the Architectural Control Committee has approved the extension into the common areas immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, private screens or shrubbery.

4.3 Association Rights. The Association shall have the power and right:

(a) to acquire title from Developer to all common areas, buffer lots and utility easements which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of Exmore and to maintain, improve and repair such common areas, buffer lots and utility easements;
(b) To construct, improve, maintain, alter and remove any and all non-commercial recreational sites and facilities which may be constructed or which it may choose to construct on such common areas and utility easements;

(c) to enforce all provisions herein and in the recorded plat of Exmoor, as well as all rules and regulations which it may promulgate with respect to any common areas and utility easements on the recorded plat of the subdivision; and

(d) to repair and maintain the decorative masonry wall described in Article II, paragraph 2.6 hereof; and

(e) in the event any owner of any residential lot fails to repair and maintain the decorative wall or fence on his lot facing the dedicated public roadways within the subdivision within forty-five (45) days after delivery of notice from the Association to his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required then the Association shall have the right to enter upon said residential lot and to repair and maintain such wall or fence with the cost of any such repair or maintenance being added to and becoming a part of the Association’s assessment against said residential lot.

4.4 Voting Rights. Each member of the Association other than Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which he or she shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. So long as Developer shall hold title to any residential lot or lots in Exmoor, Developer shall be entitled to five (5) votes for each residential lot owned by it.

4.5 Ownership of Common Areas. Notwithstanding the provisions of paragraph 4.1 of this Article IV and any designation of "Common Area" on the recorded plat of Exmoor, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such "Common Area" unless and until Developer shall convey such "Common Area" to or for the benefit of the Association. Developer, by its execution and recording of these restrictions and the platting of Exmoor, does not represent or warrant that it will, and shall not be obligated to, convey any such "Common Area" to or for the benefit of the Association prior to the conveyance of the first residential lot by Developer to a third party.
ARTICLE V

ASSESSMENT OF OWNERS

3.1 Annual Assessment. Each and every residential lot and residential lot owner in Exmoor shall be subject to an annual assessment in such amount as may be annually determined by the Association. The assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, shall become a lien against each residential lot on the first day of the year in which it is due and shall be payable to the Association on or before February 15 of each year for such calendar year. The Association shall have a perpetual lien upon the residential lots in Exmoor to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each residential lot as of the time when the assessment falls due. If default occurs in the payment of the annual assessment for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio:

Notice of Lien

Notice is hereby given that Exmoor Homeowners' Association claims a lien for unpaid annual assessments for the year(s) _______ in the amount of $___________ against the following described premises:

_______

(Insert legal description)

Exmoor Homeowners' Association

By

President

STATE OF OHIO )

) SS

COUNTY OF________

The foregoing instrument was acknowledged before me this day of __________, 19________ by __________, President of Exmoor Homeowners' Association, an Ohio corporation, on behalf of the corporation.

Notary Public.

In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, shall also be entitled to
recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.2 Application of Assessments. The aforesaid annual assessments shall be levied against all residential lots in Exmoor except for any lots owned or leased by the Association for the common use and enjoyment of the owners of residential lots in Exmoor. The aforesaid assessments shall be applied toward the payment of the following costs and expenses:

(a) Utilities and waste removal for the common areas and utility assessment areas.

(b) Fire, casualty and liability insurance to protect the Trustees of the Association, as well as the Association and its members, for liability incident to the ownership and use of the common areas and utility assessment areas.

c) Landscaping, gardening, snow removal, repair and replacement of the common areas and utility assessment areas and the facilities and equipment located thereon.

d) Operation and maintenance of recreational facilities situated on the common areas and utility assessment areas, and furnishings and equipment used in connection therewith.

e) Employment of security personnel and facilities for the benefit of all of the owners of the residential lots in the subdivision.

f) Employment of services and personnel required for the maintenance or operation of the common areas and utility assessment areas and facilities located thereon, including legal and accounting services and to enforce, if necessary, the terms and conditions of the Declaration of Restrictions, the Articles of Incorporation and Code of Regulations of the Association, and any violations or infractions thereof.

g) All real estate, personal property and other taxes levied against the Association or any of the common areas and utility assessment areas and to discharge any lien or
encumbrance for taxes or otherwise against the Association or its assets.

b) Operation and maintenance of all underground utility lines owned by the Association.

Such annual assessments may be increased, decreased or adjusted from year to year by the Association as the interests of the residential lot owners may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with such of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner’s residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE VII

EASEMENTS

6.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant easements, 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, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the services of the subdivision on, over, below, or under all of the areas designated as "Common Areas," "Utility Easements," or with words of similar import, on the recorded plat of Exmore, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines 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 "Common Areas," "Utility Easement," or with words of similar import, upon the recorded plat of Exmore, except as expressly authorized pursuant to Article II, Paragraph 2.5 hereof. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.

ARTICLE VII
CONSTRUCTION OF SIDEWALKS

7.1 Sidewalks to be Constructed by Lot Owners. Not later than the date of initial occupancy of a residence the owner of each residential lot shall construct sidewalk(s) within the right-of-way abutting such owner's lot(s) in accordance with the construction specifications and location requirements of the Village of Ottawa Hills, Ohio. Should a lot owner fail to construct sidewalks in accordance with the preceding sentence, suit may be brought under Article IX of these restrictions to enforce such restriction contained herein. Further, upon such failure of a lot owner to construct sidewalks Developer, the Association, or the Village of Ottawa Hills shall have the right to enter upon the lot(s) in question and to construct such sidewalks or cause the same to be constructed at the expense of the owner of such lot(s). In such event, the costs of construction of such sidewalks shall be and become a lien against the residential lot abutting which the sidewalks have been constructed from the date of perfection thereof as hereafter provided and, if the costs of construction of such sidewalks shall not be paid immediately upon demand therefore, such lien may be foreclosed by an action brought by Developer, the Association, or the Village of Ottawa Hills, as in the case of foreclosure of liens against real estate. The holder of any such lien may perfect such lien against third parties by filing an affidavit stating the facts giving rise to the lien with the Recorder of Lucas County, Ohio.

ARTICLE VIII

DURATION OF RESTRICTIONS, AMENDMENTS

8.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the first day of January, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

8.2 Amendments. These covenants and restrictions may be amended prior to January 1, 2000 with the written approval of the then owners of not less than seventy-five per cent (75%) of the residential lots in Exmoor, 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 residential lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2000 and may be amended or terminated thereafter with the written approval of the owners of not less than sixty per cent (60%) of the residential lots in Exmoor upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE IX

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

9.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Architectural Control Committee or any person or persons owning
any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions 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.

9.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereto by act of the owners of residential lots in Exmoor shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

9.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Exmoor shall be made subject to these restrictions.

9.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association 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 the Association or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Architectural Control Committee.

9.5 Developer's Rights Assignable, Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the office of Recorder of Lucas County, Ohio. Developer shall have the right to construe and interpret these restrictions, and its construction and interpretation, in good faith, shall be final and binding as to all persons and property benefited by such restrictions. Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

9.6 No Waiver of Violations. 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.

9.7 Limitation of Warranties; Indemnification of Trustees, etc. of Association. By acceptance and recording of a deed to a residential lot in Exmoor, each lot owner shall be deemed to have acknowledged and agreed that there are no representations or warranties, express or implied, by the Developer or the Association with respect to the merchantability, fitness, or suitability of the residential lots for the construction of residences or with respect to the subdivision other than as expressly stated in writing (i) by the Developer to the lot owner; or, (ii) in this Declaration of Restrictions; or, (iii) in the Articles of Incorporation and Code of Regulations of the Association. The Articles of Incorporation of the Association provide that the Trustees,
officers, employees and agents of the Association shall be indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including their actions taken under this Declaration of Restrictions.

9.8 Waiver of Restrictions by Architectural Control Committee. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Architectural Control Committee may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

9.9 Modification of Restrictions, Hardship. 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 residential lots, or which would cause such restrictions to cease being beneficial to the owners of such residential lots, Developer and/or any owner or owners of residential lots shall have the right to modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all residential lot owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modification to these restrictions and signed by the owner or owners of at least fifty per cent (50%) of the residential lots in Exmoor with the formalities required by law. The provisions of this paragraph shall not be construed as a limitation upon the right of the Developer to modify the provisions of these restrictions as provided in paragraph 9.7 of this Article IX, nor shall it limit the provisions of Article VII hereof.

9.10 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

9.11 Dissolution of Association. The Association may be dissolved with the written and signed assent of members having not less than two-thirds (2/3) of the voting power of all members of the corporation. Upon dissolution of the Association, other than incident to a merger or consolidation, the common areas and utility easement areas owned in fee by the Association and all facilities and improvements thereon and all other assets owned by the corporation shall be dedicated to The Village of Ottawa Hills or to an appropriate public agency to be used for purposes similar to those for which this corporation was created and as contemplated by the Declaration of Restrictions as to Exmoor. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such purposes.
IN WITNESS WHEREOF; McGowan & Schroeder, the Developer, has caused this Declaration of Restrictions to be executed on its behalf by all of its parties this 28th day of February, 1981, and Exmoor Homeowners' Association, the Association, acting by and through its duly authorized officers has caused this Declaration of Restrictions to be executed on its behalf this 28th day of February, 1981.

Signed and acknowledged in the presence of:

McGOWAN & SCHOEDER, a partnership

By McGowan Properties, Inc., partner

By:

[Signature]

By: Edward J. Schroeder, Jr., partner

EXMOOR HOMEOWNERS' ASSOCIATION,
a non-profit corporation

By:

[Signature]

By: Edward J. Schroeder, Jr., President

By: [Signature]

Secretary

[Signature]
STATE OF OHIO
CITY OF TOLEDO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of
February, 1981 by James M. McGowan, President, and Barbara McGowan,
Secretary, of McGowan Properties, Inc., an Ohio corporation, on behalf of the
corporation as partner, and by Edward J. Schroeder, Jr., partner, of McGowan &
Schroeder, a partnership.

SUSAN M. SPIEKER
Notary Public

STATE OF OHIO
CITY OF TOLEDO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of
February, 1981 by Edward J. Schroeder, Jr., President, and
James W. McGowan, Secretary, of Emoor Homeowners' Association, an
Ohio corporation, on behalf of the corporation.

SUSAN M. SPIEKER
Notary Public

This Instrument Prepared By:
Barton L. Wagaman, Esq.
411 Madison Avenue, Suite 500
Toledo, Ohio 43624

RECEIVED & RECORDED
MAR 5 - 1981

SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
AS TO
EXMOOR, A SUBDIVISION
IN THE VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

MC GOWAN & SCHROEDER, a partnership, (the "Developer") with offices at 4668 Talmadge Road, Toledo, Ohio 43623, as the Developer and owner of all of the residential lots in Exmoor Subdivision, pursuant to the authority granted the Developer under Section 8.2 of the Declaration of Restrictions as to Exmoor dated February 25, 1981 and recorded March 5, 1981 at Deed Records 81 085D07 (the "Restrictions") does hereby amend Section 2.7 of the Restrictions to read in its entirety as follows:

2.7 Landscaping. Developer shall establish a master plan for the landscaping of the subdivision, which master plan shall serve as a model or guide in the preparation of all individual landscaping plans for residential lots. True copies of the master landscaping plan shall be filed with Association and with the Architectural Control Committee. Prior to commencement of construction on any residential lot, an individual landscaping plan for such lot shall be submitted to and approved by the Architectural Control Committee. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence.

IN WITNESS WHEREOF, McGowan & Schroeder, the Developer, has caused this First Amendment to Declaration of Restrictions to be executed on its behalf by all of its partners this 26th day of June, 1981.

Signed and acknowledged in the presence of:

Denny H. Mead,
Camilla M.16

MC GOWAN & SCHROEDER, a partnership

By McGowan Properties, Inc., partner

James H. McGowan
President

Barbara McGowan
Secretary

Edward J. Schroeder, Jr., partner
The foregoing instrument was acknowledged before me this 26th day of June, 1981 by James H. McGowan, President, and Barbara McGowan, Secretary, of McGowan Properties, Inc., an Ohio corporation, on behalf of the corporation, as partner, and by Edward J. Schroeder, Jr., partner, on behalf of McGowan & Schroeder, a partnership.

Henry H. Wright
Notary Public
My Commission expires 6/3/85

RECEIVED & RECORDED
JUL 6 1981 11:26
SANDY ISenberg
RECORDER, LUCAS COUNTY, OHIO

- 81 57101
SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
AS TO
EXMOOR, A SUBDIVISION
IN THE VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

The undersigned, being the owners of not less than seventy-five percent (75%) of the residential lots in Exmoor, pursuant to the authority granted them by Section 8.2 of the Declaration of Restrictions as to Exmoor dated February 25, 1981 and recorded March 5, 1981 at Dred Records 81-003607, as amended (the "Restrictions") do hereby amend Sections 2.1, 2.2 and 2.3 of the Restrictions, to read in their entirety, as follows:

ARTICLE II
Section 2.1 of the Restrictions is hereby amended to read in its entirety as follows:

2.1 Submission and Approval of Plans and Specifications
The plans and specifications for all buildings and other improvements and structures (including, but not limited to signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Architectural Control Committee (hereinafter described) and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structures situated on a residential lot. Any alteration of the exterior color of any building or other structure situated on a residential lot shall be a change requiring prior written approval of the Architectural Control Committee. The Architectural Control Committee shall approve, reject or approve with modifications all submissions within twenty (20) days after submission of the plans and specifications required hereunder to the Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure, improvement, addition, change or alteration, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof with its records; provided, however, that with respect to the proposed alteration of the exterior color of any building or other...
Section 2.2 of the Restrictions is hereby amended to read in its entirety as follows:

2.2 Membership of Architectural Control Committee

The Architectural Control Committee shall be composed of three members, one of whom shall be a member of the Board of Trustees appointed by a majority of the members of the Board of Trustees, one of whom shall be appointed by a majority of the members of the Association, and one of whom shall be appointed by the Developer. At such time as the Developer shall have sold and conveyed all of the residential lots in the subdivisions to others and residences shall have been erected on all of the residential lots in the subdivision, the right of the Developer to appoint one member of the Architectural Control Committee shall terminate and thereafter the Association shall have the sole right to appoint such member of 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 Section 2.2 to any successor to its interest as Developer of the subdivision; and (ii) the right and privilege to relinquish to the Association 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.

Section 2.12 of the Restrictions is hereby amended to read in its entirety as follows:

2.12 Construction in Violation of Approved Plan

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 building structure, improvement, addition, change or alteration, or the location thereof, or landscaping, natural or artificial, without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of the restrictions.
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

[Signature]

Exmoor Lot # [___]

[Signature]

[Signature]

Owner

Date

Owner

Date

State of Ohio )

ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this [___] day of [___], 1992, by the owner(s) of Lot # [___] of Exmoor.

[Signature]

Notary Public

TAMMY A. SUMMERS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires July 29, 1994

C: 92 3003A03
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Robert M. Duffey

Exmoor Lot # 5

Owner

4/22/92

Date

Owner

Date

State of Ohio )

) SS

County of Lucas) 

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 2nd day of April, 1992, by the owner(s) of Lot # 5 of Exmoor.

ROBERT MARTIN DUFFY
Notary Public, State of Ohio
My Commission Expires May 29, 1994

Notary Public
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Robert M. Dyer
Owner

Barbara M. Dyer
Owner

DATE

State of Ohio )
) ss
County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ______ day of May, 1992, by the owner(s) of Lot # ______ of Exmoor.

ROBERT M. Dyer
Notary Public
My Commission Expires May 29, 1994

Notary Public
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]  
[Signature]

Exmoor Lot #3
Owner: [Signature]  
Date: 4/22/92
Owner: 
Date: 

State of Ohio  
County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 22nd day of April, 1992, by the owner(s) of Lot #3 of Exmoor.

ROBERT MARTIN DUFFEY  
Notary Public, State of Ohio  
My Commission Expires May 23, 1994
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot # 5

Owner

Date

Owner

Date

State of Ohio )

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 20th day of May, 1992, by the owner(s) of Lot 

# 5 of Exmoor.

[Signature]

Notary Public

SANDRA L. KEFFER

Notary Public, State of Ohio

My Commission Expires Feb. 12, 1993
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot #1

State of Ohio)

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 22nd day of April, 1992, by the owner(s) of Lot #1 of Exmoor.

ROBERT MARTIN DUFFY
Notary Public, State of Ohio
My Commission Expired May 25, 1994

Notary Public

92 3003A08
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]
[Name]

Exmoor Lot #8

[Signature]
[Name]
Owner 4-28-92
Date

State of Ohio   
County of Lucas  

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 23rd day of April, 1992, by the owner(s) of Lot #8 of Exmoor.

[Signature]
[Name]
Notary Public

My Commission Expires May 29, 1994

92 3003A09
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot #16

Owner
Sue Ann Wasson
4-22-92
Date

Owner
Charles E. Wasson
4-22-92
Date

State of Ohio

) ss

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ______ day of ______, 1992, by the owner(s) of Lot # ______ of Exmoor.

[Notary Public Signature]

[Notary Public Name]

92 3003A10
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot #11
Owner
Silma P. Ruff
Date 7/20/92
Owner
Date

State of Ohio )
) ss
County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 20th day of January, 1992, by the owner(s) of Lot #11 of Exmoor.

Notary Public

WILLIAM F. RUFF, ATTORNEY AT LAW
HICKORY HIGHLANDS STATE OF OHIO
My Commission Has No Expiration Date
Sec. 147.03 R. C.

92 3003A11
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Anna Joanna Rick

Maric A. Ringle

Exmoor Lot # 12

Owner

6/4/92

Date

State of Ohio )

) ss

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 4th day of June, 1992, by the owner(s) of Lot # 12 of Exmoor.

Mona L. Fascit
Notary Public

My Commission Expires 7-9-93

92 3003A12
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Executive Lot # 14

[Signature] 6/30/92
Owner

Date

Owner

Date

State of Ohio  

) ss

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of ___ , 1992, by the owner(s) of Lot # ___ of Exmoor.

[Signature]

Notary Public

DOUGLAS R. CROWN
Notary Public, State of Ohio

Not Commission Expires July 17, 1995

92 3003R01
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Robert M. Deffy

Exmoor Lot # 15

[Signature]

Owner

Date

State of Ohio

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of __________, 1992, by the owner(s) of Lot # __________ of Exmoor.

[Signature]

Robert M. Deffy

Notary Public

My Commission: Jan. 25, 1984

92 3003R02
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot # 16
Owner
Date

[Signature]

Louis Delp - 6/22/92
Owner
Date

State of Ohio )
 ) ss.
County of Lucas )

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 23rd day of April, 1992, by the owner(s) of Lot # 16 of Exmoor.

[Signature]

Robert Martin Delp
Notary Public
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signatures.

Signed and acknowledged in the presence of:

Exmoor Lot #17

Richard W. Bing 6-1-92
Owner Date

Owner Date

State of Ohio )

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 2nd day of June, 1992, by the owner(s) of Lot

#17 of Exmoor.

ROBERT MARTIN DUFFY
Notary Public State of Ohio
My Commission Expires May 29, 1994

Notary Public

92 3003804
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot # 18

Owner: [Signature] 5/24/92

State of Ohio )

Cinda A. Austin 5/25/92

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 25th day of May, 1992, by the owner(s) of Lot # 18 of Exmoor.

Notary Public

CEAO D. BEARD
Notary Public, State of Ohio
My Commission Expires Sept. 17, 1992

92 3003B05
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot #19

[Signature]

Robert Martin Duffey
Owner

[Signature]

Ruth B. Stanley
Owner

Date

State of Ohio )

 ss

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 2nd day of April, 1992, by the owner(s) of Lot # 19 of Exmoor.

[Signature]

Robert Martin Duffey
Notary Public

ROBERT MARTIN DUFFEY
Notary Public, State of Ohio
My Commission Expires May 29, 1994
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot # 21

L. Dulaney 5/28/92
Owner Date

Owner Date

State of Ohio )
ss
County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 28th day of May, 1992, by the owner(s) of Lot # 21 of Exmoor.

KAREN T. ZUBASKI
Notary Public

KAREN T. ZUBASKI
Notary Public, State of Ohio
My Commission Expires October 14, 1994
Recorded in Lucas County

92 3003807
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot # 22

A.P. Sambles
Owner
Date 4-12-92

C.A. Sambles
Owner
Date 4-22-92

State of Ohio )
) ss

County of Lucas )

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio was acknowledged before me this 22nd day of April, 1992, by the owner(s) of Lot # 22 of Exmoor.

[Notary Public Signature]

Notary Public

92 3003B08
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot #23

[Signature]

Owner

[Signature]

Owner

State of Ohio )

ss

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of April, 1992, by the owner(s) of Lot #23 of Exmoor.

[Signature]

Notary Public

Notary Public
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot # 25

Owner

7/16/92

Date

Owner

7/16/92

Date

State of Ohio )

ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 16th day of July, 1992, by the owner(s) of Lot # 25 of Exmoor.

[Signature]

Notary Public

JEFFREY J. JENSEN
Notary Public, State of Ohio
My Commission Expires July 23, 1993

92 3063B10
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot # 26

[Signature]

Owner Date

[Signature]

Owner Date

State of Ohio )

ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 22nd day of April, 1992, by the owner(s) of Lot # 26 of Exmoor.

ROBERT MARTIN DUFFY
Notary Public, State of Ohio
My Commission Expires May 29, 1994

Notary Public

92 3003B11
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]
Mary Hubert

Exmoor Lot # 27

[Signature]
[Name]
Owner

[Signature]
[Name]
Owner

State of Ohio )

( ) ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of __________, 1992, by the owner(s) of Lot # _______ of Exmoor.

[Signature]
[Name]
Notary Public

[Seal]
Notary Public
State of Ohio

[Date]
MT. COMMISSION EXPIRES JUNE 28, 1995

92 3003R12
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot #30

Owner

Frances J. Minira, 4-22-92

Date

Owner

Date

State of Ohio )

ss

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 32nd day of April, 1992, by the owner(s) of Lot # 30, of Exmoor.

[Signature]

Notary Public

92 3003C01
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged
in the presence of:

Christine Harmon

Deborah A. Anderson

Exmoor Lot #31

Richard A. Bell, Jr.
Owner
6/15/92
Date

Owner
Date

State of Ohio )
) ss.
County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 18th day of May, 1992, by the owner(s) of Lot #31 of Exmoor.

[Signature]
Notary Public
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot #33

[Signature]

State of Ohio )

) ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 22nd day of April, 1992, by the owner(s) of Lot #33 of Exmoor.

[Signature]

Notary Public
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

[Signature]

State of Ohio )

County of Lucas ) ss

Exmoor Lot # 29

Owner

[Signature]

Owner

[Signature]

Date

5-27-92

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 27th day of May, 1992, by the owner(s) of Lot # 29 of Exmoor.

[Signature]

Notary Public

Robert Martin Duffy

Notary Public, State of Ohio

My Commission Expires May 23, 1994

92 3003C04
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Barbara Dow

Francis J. Mulla

Exmoor Lot # 34

Craighash 7/62

State of Ohio )

County of Lucas)

Date

The foregoing Second Amendment to Declaration of Restrictios as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 7/1/92 day of July, 1992, by the owner(s) of Lot # 34 of Exmoor.

Beth A. Rokicky
Notary Public

BETH A. ROKICKI
Notary Public, State of Ohio
My Commission Expires Nov. 17, 1993
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot #36

State of Ohio   )
County of Lucas  ) ss.

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of __________, 1992, by the owner(s) of Lot # ___ of Exmoor.

[Signature]
Notary Public

[Signature]
Notary Public

Exmoor Lot #36

Date

Owner

92 300306
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot # 35

Owner

Date

9/27/82

9/23/82

State of Ohio  )  ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of ___, 1992, by the owner(s) of Lot # ___ of Exmoor.

[Notary Public Signature]

[Notary Public Name]

Notary Public

[Notary Public Seal]

[Notary Public Certification]
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot # 27

Owner ____________________ Date ___________

Owner ____________________ Date ___________

State of Ohio )
County of Lucas ) ss

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this _____ day of ________, 1992, by the owner(s) of Lot # 17 of Exmoor.

[Signature]

Notary Public

92 3003C08
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot # 39

[Signatures]

Owner

Date

Owner

Date

State of Ohio )

) ss.

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this day of 1992, by the owner(s) of Lot # of Exmoor.

[Signature]

Notary Public

92 3003C09
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Sebrina R. Dudley
Adrian D. Foley

Exmoor Lot # 42
Owner
6-30-92
Date

Owner
6-30-92
Date

State of Ohio )
) ss
County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ______ day of ________, 1992, by the owner(s) of Lot # 42 of Exmoor.

Notary Public

MARK N. CARR
Notary Public, State of Ohio
My Commission Expires Sept. 29, 1997
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Exmoor Lot # 43

[Signature]

Owner

Date

State of Ohio )

County of Lucas )

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 15th day of May, 1992, by the owner(s) of Lot # 43 of Exmoor.

ROBERT MARTIN DUFF

Notary Public, State of Ohio

My Commission Ex, St. Jul 22, 1991

Notary Public

92 3003C11
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signatures]

Exmoor Lot # 44

Owner

Date

Owner

Date

State of Ohio )

ss

County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 23rd day of April, 1992, by the owner(s) of Lot # 44 of Exmoor.

[Signature]

Notary Public

Robert Martin Drppy

Notary Public, State of Ohio

My Commission Expires July 25, 1994

[Notary Seal]
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

[Signature]

Robert M. Duffer

Exmoor Lot #415

Owner

4/22/92

Date

Owner

Date

State of Ohio

County of Lucas

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 22nd day of April, 1992, by the owner(s) of Lot #415 of Exmoor.

[Signature]

Notary Public

My Commission Expires May 27, 1994

92 3003D01
In Witness Whereof the undersigned have caused this Second Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Brynda Brown                      Paul Bost
Exmoor Lot # 48                 8-16-92
Owner

Patricia C. Detzis
Owner

Date

State of Ohio                  ss
                             )
County of Lucas)

The foregoing Second Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of August, 1992, by the owner(s) of Lot # ___ of Exmoor.

Brynda Brown
Notary Public

BRYNJA BROWN
Notary Public, State of Ohio
My Commission Expires Aug. 27, 1996

Mail To:
Scott E. Snyder, Atty.
545 Strueber Blvd.
Toledo, OH 43604

RECEIVED & RECORDED
OCT 1992 115 PM
Sue Rioux
Recorder, Lucas County, Ohio
92 30033002
THIRD AMENDMENT OF DECLARATION OF RESTRICTIONS AS TO EXMOOR, A SUBDIVISION IN THE VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

WHEREAS, Lots Nos. 1 through 48 in the plat of Exmoor, a subdivision in the Village of Ottawa Hills, Lucas County, Ohio, as per the plat of said subdivision recorded in Plat Book 99, pages 75 and 76 of the Records of Lucas County, Ohio ("Exmoor") is subject to certain restrictions recorded in the Lucas County Recorders Office at Microfiche No. 81-065D05 ("Original Restrictions"); and

WHEREAS, the Original Restrictions were amended pursuant to the terms thereof with an amendment dated June 26, 1981 and recorded in the Lucas County Recorders Office at Microfiche No. 81-571D09 ("First Amendment"); and

WHEREAS, the Original Restrictions as amended were further amended pursuant to the terms thereof with an amendment signed by the owners during April and May, 1992, and recorded in the Lucas County Recorders Office at Microfiche No. 92-3003A01 ("Second Amendment"); and

WHEREAS, the Original Restrictions, First Amendment and Second Amendment are hereinafter collectively referred to as the "Restrictions"); and

WHEREAS, the owners of the lots in Exmoor ("Owners") want to amend the Restrictions with regard to the placement of signs; and

WHEREAS, the undersigned constitute at least 75% of the Owners.

NOW, THEREFORE, the Restrictions are amended as follows:

Section 1.7 of Restrictions is amended to read in its entirety as follows:

1.7 Signs. No signs of any character, including, but not limited to, advertising, "for sale," "for lease," and political signs, shall be erected, placed, posted or otherwise displayed on or about any residential lot.

Except as amended by this Third Amendment, the Restrictions are hereby ratified and confirmed and remain in full force and effect.

This Instrument Prepared by:
Jeffrey E. Ports, Esq.
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

[Signature]

94 0390A01

[Signature]

ARB
IN WITNESS WHEREOF, the undersigned have caused this 
Third Amendment of the Declaration of Restrictions to be executed 
on their behalf on the date(s) appearing beside their respective 
signature(s).

Signed and acknowledged 
in the presence of:

By: [Signature] 
Print Name: Timothy A. Gwledo 

By: [Signature] 
Print Name: Charles J. Scharte 

Exmoor Lot 1  
Laura Merrill Lovell 12-8-93  
Owner: Lura Merrill Lovell  Date

State of Ohio  
County of Lucas  

The foregoing Third Amendment to Declaration of 
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa 
Hills, Lucas County, Ohio, was acknowledged before me this 
9th day of DECEMBER 1993, by the owner(s) 
of Lot #1 of Exmoor.

[Signature]  
Notary Public in and for the State of Ohio  
My Commission Expires July 29, 1994

---End of Document---
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: [Signature]
Print Name: [Print Name]

By: [Signature]
Print Name: [Print Name]

Exmoor Lot #2
Owner: [Owner]
Date: 1-17-84
Owner: [Owner]
Date: 1-19-84

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this [Day of January, 1984] day of January, 1984, by the owner(s) of Lot #2 of Exmoor.

[Signature]
Notary Public

[Stamp]
Notary Public

[Stamp]
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of: Exmoor Lot #3

By: [Signature] Date: 12/12/95
Print Name: Elizabeth Pearce
Owner: Elizabeth Pearce

By: [Signature] Date
Print Name: Joseph G. Votava
Owner: Date

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 12th day of December, 1993, by Joseph G. Votava, Notary Public in and for the State of Ohio. My Commission Expires Sept. 10, 1996.

JOSEPH G. VOTAVA
Notary Public

94 0990404
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

Exmoor Lot 6

By: [Signature]  
Print Name: [Print Name]  
Date: 12-3-93  
Owner: EARL ANN EADER

By: [Signature]  
Print Name: [Print Name]  
Date:  
Owner:  

State of Ohio  
County of Lucas  

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
C.D. day of [Day], 1993, by the owner(s)
of Lot 6 of Exmoor.

TAMMY A. SUMMERS  
NOTARY PUBLIC STATE OF OHIO  
My Commission Expires: July 28, 1994

94 0990405
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: [Signature]
Print Name: Linda M. Jones
Date: 9/27/93
Owner: Mary Ann Ray

State of Ohio } SS:
County of Lucas }

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 27th day of September, 1993, by the owner(s) of Lot # 8 of Exmoor.

[Signature]
Notary Public
Linda A. Jones, Attorney At Law
My commission has no expiration.
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

Exmoor Lot #10

By: 
Print Name: 
Date:

Owner

By: 
Print Name: 
Date:

Owner

State of Ohio } SS:
County of Lucas }

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 12th day of October, 1993, by the owner(s) of Lot #10 of Exmoor.
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: ____________________________
Print Name: ______________________

Exmoor Lot # 111
Owner: SELMA G. PUTMAN
Date: 1-1-93

By: ____________________________
Print Name: RUTH A. HILTON
Owner: ____________________________
Date: ____________________________

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 11th day of December, 1993, by the owner(s) of Lot # 111 of Exmoor.

______________________________
Notary Public
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:  

Exmoor Lot #14  

By: [Signature]  

Print Name: [Print Name]  

Owner: [Owner]  

Date: [Date]

By: [Signature]  

Print Name: [Print Name]  

Owner: [Owner]  

Date: [Date]

State of Ohio  

County of Lucas  

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 8th day of April, 1999, by the owner(s) of Lot #14 of Exmoor.

[Signature]  

[Name]  

Notary Public, State of Ohio  

[Commission Expires 1-1-1995]
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: Laura Cassutt
Print Name: Laura Cottrell

By: Linda A. Mitchell
Print Name: Linda A. Mitchell

Owner: Cassutt 12-14-93
Date: 12-14-93

Owner: Mitchell 12-14-93
Date: 12-14-93

State of Ohio
County of Lucas
SS:

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this 26th
day of December, 1993, by the owner(s)
of Lot #15 of Exmoor.

KATHLEEN COTTRELL
Notary Public, State of Ohio
My Commission Expires Aug 4, 1994
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: [Signature]
Print Name: [Name]
Exmoor Lot #16
Owner
Date: 4/13/94

By: [Signature]
Print Name: [Name]
Owner
Date: 4/13/94

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 13th day of April, 1993, by the owner(s) of Lot #16 of Exmoor.

[Signature]
Notary Public
In and for the State of Ohio
My Commission Expires 9/13/96

94 0990A11
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: [Signature]
Print Name: [Print Name]

Exmoor Lot # 17
Owner: [Owner]
Date: [Date]

By: [Signature]
Print Name: [Print Name]

Owner: [Owner]
Date: [Date]

State of Ohio
County of Lucas
SS:

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 18th day of January, 1994, by the owner(s) of Lot # 17 of Exmoor.

JAMALINE RAMSEY
Notary Public, State of Ohio
My Commission Expires Mar. 23, 1994
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By:                                      Exmoor Lot #19
Print Name:    SHAWN M. NICHOLAK
Owner:        RUTH B. HANKEY
Date:        4/16/94

By:                                      Exmoor Lot #19
Print Name:    KAREN LYNNE
Owner:        RUTH B. HANKEY
Date:        4/16/94

State of Ohio    } SS:
County of Lucas  }

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 16th day of April, 1994, by the owner(s) of Lot #19 of Exmoor.

KAREN LYNNE
[Signature]
Notary Public in and for the State of Ohio
April 16, 1994
Commission Expires: July 16, 1996
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: Sharon A. Shane Date
Print Name: Sharon A. Shane

By: Cheryl L. Rice Date
Print Name: Cheryl L. Rice

Owner

Exmoor Lot #20

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
19th day of April, 1994.

Cheryl L. Rice
By Commission expires 3/6/94

Notary Public
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot 21

By: RALPH DELMAN
Print Name: RALPH DELMAN
Owner Date: 12/6/93

By: RUTH DELMAN
Print Name: RUTH DELMAN
Owner Date

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 8th day of April, 1993, by the owner(s) of Lot # 21 of Exmoor.

CARMEN MARC HUDY
Notary Public State of Ohio
By Commission Exp. Sept. 12, 1995

CARMEN MARC HUDY

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: [Signature]
Print Name: [Print Name]

By: [Signature]
Print Name: [Print Name]

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 4/8/94, by the owner(s) of Lot # 27 of Exmoor.

[Signature]
Lucas County
State of Ohio

CYNTHIA L. THIELLEN
NOTARY PUBLIC-STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 18, 1996
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

Exmoor Lot 1

By: George F. Schloeth
Print Name: George F. SCHLOETH
Owner

By: Robert D. Hanley
Print Name: Robert D. HANLEY
Owner

State of Ohio
County of Lucas
SS:

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
13th day of December, 1993, by the owner(s)
of Lot 1, Exmoor.

Lori J. Wehler
Notary Public
State of Ohio
My Commission Expires

94 0990B05
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: Barbara Meeks
Print Name: Barbara Meeks

Barbara Gordon 1/13/94
Owner BARBARA GORDON
Date

By:
Print Name: Barbara Gordon

Reynolds MD
Owner STEVEN GORDON
Date

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 15th day of January, 1993, by the owner(s) of Lot 25 of Exmoor.
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of: Exmoor Lot 26

By: Joan Elaine Baizer, owner
Print Name: Joan Elaine Baizer

By: __________
Print Name: __________

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 9th day of December, 1993, by the owner(s) of Lot 26 of Exmoor.

Sworn to before me and signed in my presence this 9th day of December 1993

[Signature]
Date: 12/07/93

Notary Public
My Commission Expires 8-3-97
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

Exmoor Lot 126

By: Carol Bullock Print Name: Carol Brighton

Margaret Gruber Channon Owner: MARGARET, J. R.

Date: 12/14/93

By: grillah Julie Print Name: Julie Drake

Owner: Date

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this
17th day of November, 1993, by the owner(s)
of Lot 1 of Exmoor.

Margaret Kicke

Margaret Kicke

MARGARET KICKE

Notary Public, State of Ohio

By Lynnette Kicke, Notary, April 7, 1993

Notarized in Lucas County
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot # 29

By: [Signature] 
Print Name: [Print Name]
Owner: [Owner]
Date: [Date]

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this ___ day of ___, 1993, by the owner(s) of Lot # 29 of Exmoor.

[Signature]
Joy D. Crastie
Notary P.O. of State of Ohio
Commission Expires May 21, 1998
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot 2

By: W. M. FRANCIS
Print Name: W. M. FRANCIS
Owner: FRANCIS M. MINNS
Date: 9-11-75

State of Ohio } SS:
County of Lucas }

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 11th day of July, 1975, by the owner(s) of Lot 2 of Exmoor.

[Signature]

Denise M. Brown, Attorney at Law
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: [Signature]
Print Name: [Name]

Exmoor Lot 31
Owner: [Name]

By: [Signature]
Print Name: [Name]

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
[12th] day of January, 199[ ], by the owner(s)
of Lot 31 of Exmoor.
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

Exmoor Lot #32

Owner: JOSEPH R. FREITI
Date: 1-12-93

By: SHIRLEY A. FREITI
Owner: SHIRLEY A. FREITI
Date: 12-12-93

State of Ohio  }
County of Lucas  }

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
17th day of December, 1993, by the owner(s)
of Lot #32 of Exmoor.

SUSAN HOMACK
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES JULY 28, 1997
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot #33

By: Eileen X. Perry
Print Name: EILEEN X PERRY
Owner: John Webb
Date: 12-15-93

By: Kathy Fisher
Print Name: KATHY FISHER
Owner: Barbara Webb
Date: 12-16-93

State of Ohio

County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 16 day of December, 1993, by the owner(s) of Lot # 33 of Exmoor.

Eileen X. Perry
Notary Public
(Notary's Exp. 12/96)
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signatures.

Signed and acknowledged in the presence of:

By: \underline{Joe Krueger}  
Print Name: Joe Krueger  
Exmoor Lot #: 34  
Owner: LEO CLARK  
Date: 1-18-74

By: \underline{Susan M. Wooster}  
Print Name: Susan M. Wooster  
Owner:  
Date:  

State of Ohio  
County of Lucas  

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 18th day of January, 1974, by the owner(s) of Lot # 34 of Exmoor.

\underline{Judith K. Krueger}  
Notary Public - State of Ohio  
My Commission Expires 5-23-94
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: 
Print Name: 

By: 
Print Name: 

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged, before me this
17 day of January, 1994, by the owner(s)
of Lot 35 of Exmoor.

MADONNA L. STRINGHAM
Notary Public, State of Ohio
My Commission Expires June 12, 1997

Exmoor Lot 35

Chris A. Knox 1-17-94
Owner

SUSAN KNOX
1-17-94
Owner
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: [Signature]  
Print Name: [Name]
Exmoor Lot #36
Owner
H.M. ROSENBACH WO

By: [Signature]  
Print Name: [Name]
Owner

State of Ohio  }  SS:
County of Lucas  }

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 1993 day of ___, 1993, by the owner(s) of Lot #36 of Exmoor.

[Signature]  
Notarized
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

Exmoor Lot #37
By: ____________________________
Print Name: HOLLIS KENNEDY
Owner: CAROL DIMIT
Date: Jan 18, 1994

By: ____________________________
Print Name: HEXEN DIMIT
Owner: HEXEN DIMIT
Date: 1-18-94

State of Ohio  }
County of Lucas  }

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 18th day of January, 1994, by the owner(s) of Lot #37 of Exmoor.

CINDA J. ZUGGARELL
Notary Public State of Ohio

94 0990C05
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: [Signature]
Print Name: [Signature]
Owner: [Signature]
Date: [Date]

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
day of __________, 1993, by the owner(s) of Lot 39 of Exmoor.
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: CHARLES J. SCHMIDT
Print Name: CHARLES J. SCHMIDT
Exmoor Lot # 41-2
Owner ROZENA TAYLOR Date

By: EDWARD TAYLOR
Print Name: EDWARD TAYLOR
Owner ROZENA TAYLOR Date

State of Ohio } SS:
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 31st day of January 1993, by the owner(s) of Lot #2 of Exmoor.

[Signature]

COLLEEN P. TAYLOR
Notary Public, State of Ohio
My Commission Expires July 19, 1997
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: John H. [Signature]
Print Name: John H. Windle
Exmoor Lot # 43
Owner: Alan D. Stull
Date: 3/18/94

By: [Signature]
Print Name: Linda Masi
Owner: [Signature]
Date: [Signature]

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this 18
day of March, 1994, by the owner(s) of Lot # 43 of Exmoor.

MARIANNE C. RITCHLEY
Notary Public, State of Ohio

MARIANNE C. RITCHLEY
Notary Public, State of Ohio
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: 
Print Name: Todd Nienhaus

Exmoor Lot #: 44
Owner: Donald N Hanley
Date:

By: 
Print Name: Martie Hanley

Owner: Martie Hanley
Date: 12-13-93

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this—
day of December, 1993, by the owner(s)
of Lot # 44 of Exmoor.

Todd Nienhaus
Notary Public, State of OH

[Signature]

[Notary Commission Expires]
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged in the presence of:

By: Mickey L. Rambell
Print Name: Mickey L. Rambell
Exmoor Lot # 45
Owner: James Murney
Date: 12/7/93

By: Charles A. Schartz
Print Name: Charles A. Schartz
Owner: Date

State of Ohio
County of Lucas

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 7th day of December, 1993, by the owner(s) of Lot # 45 of Exmoor.

Kristina M. Nissen
Notary Public, State of Ohio
My Commission Expires 07/21/79
IN WITNESS WHEREOF, the undersigned have caused this
Third Amendment of the Declaration of Restrictions to be executed
on their behalf on the date(s) appearing beside their respective
signature(s).

Signed and acknowledged
in the presence of:

By: [Ruth Ann McCollum]
Print Name: Ruth Ann McCollum

By: [Bonnie Nally]
Print Name: Bonnie Nally

Exmoor Lot # 46
Owner: [Leonard A. Newblom]
Date: 1-6-94

Owner: [Linda Newblom]
Date: 1-6-94

State of Ohio
County of Lucas
SS:

The foregoing Third Amendment to Declaration of
Restrictions as to Exmoor, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, was acknowledged before me this
1-6-94 day of January, 1994, by the owner(s)
of Lot # 46 of Exmoor.

[Signature]

VICTORIA S. PAXTON
Notary Public, State of Ohio
My commission expires July 29, 1994
IN WITNESS WHEREOF, the undersigned have caused this Third Amendment of the Declaration of Restrictions to be executed on their behalf on the date(s) appearing beside their respective signature(s).

Signed and acknowledged
in the presence of:

[Signature]

Exmoor Lot # 48

By: [Signature]

Print Name: [Name]

Notary Public, State of Ohio
My Commission Expires Aug 27, 1994

[Signature]

By: [Signature]

Print Name: [Name]

Notary Public, State of Ohio
My Commission Expires Aug 27, 1994

State of Ohio

County of Lucas

SS:

The foregoing Third Amendment to Declaration of Restrictions as to Exmoor, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, was acknowledged before me this 10th day of December, 1993, by the owner(s) of Lot # 48 of Exmoor.

RECEIVED & RECORD

APR 18 1994

SUE RIOUX
RECORDE/LUCAS COUNTY, OHIO

-36-
QUIT CLAIM DEED
(Statutory Form)

GARY R. DIESING, TRUSTEE, of Lucas County, Ohio, for valuable
consideration paid, grants to McGECHAN & SCHROEDER, a partnership organized and
existing under the laws of the State of Ohio, whose tax mailing address is 4666
Talamadge Road, Toledo, Ohio 43623, the following real property:

Lots numbers 1 through and including 46 in
the plat of Esmer, a subdivision in the Village
of Otsego Hills, Lucas County, Ohio, as per plat
of said subdivision recorded in Plat Book
46, Pages 74 and 75, of the
Records of Lucas County, Ohio.

Together with all the privileges and appurtenances thereto belonging, but
subject to zoning ordinances, restrictions and public utility or other easements
of record, taxes and assessments not due and payable and to the covenants,
conditions, easements, and restrictions and reservations contained in the
Declaration of Restrictions as to Esmer, recorded in Deed Records 81
085 007 as to which Declaration of Restrictions the said Grantee, for itself
and its successors and assigns, in consideration of the execution and delivery
of this Deed, hereby covenants and agrees to comply with and obey.


Witness my hand this 25th day of February, 1981.

Signed and acknowledged in
the presence of:

[Signature]

[Signature]

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of
February, 1981 by Gary R. Diesing, as Trustee.

[Signature]

Notary Public
SUSAN SPEIER
Notary Public, State of Ohio
My Commission Expires July 6, 1984

This Instrument Prepared By:
Barton L. Wagenman, Esq.
811 Madison Avenue
Suite 500
Toledo, Ohio 43624

RECEIVED & RECORDED
MAR 5 - 1981 3:29 PM
SANDY ISENBERG, RECORDER, BY 900

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