Heartwood Place

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DECLARATION OF RESTRICTIONS
AS TO
HEARTWOOD PLACE
IN THE TOWNSHIP OF SWANTON
LUCAS COUNTY, OHIO

WHEREAS, ST. AUGUSTINE INVESTMENT, LTD., a limited liability company organized under the laws of the State of Ohio, hereinafter referred to as "Developer", with its principal place of business at 6660 Heartwood Place, Swanton, Ohio 43558 is the owner of the following described property:

The real property described on Exhibit F attached hereto and made a part hereof, which shall ultimately be split into the four parcels legally described on Exhibits A-D attached hereto and made a part hereof, in the Township of Swanton, Lucas County, Ohio (collectively, the "Premises" or "Heartwood Place");

and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of the HEARTWOOD PLACE, certain easements, obligations and rights in, over and to HEARTWOOD PLACE and certain restrictions (collectively "Restrictions") with respect to the use thereof.

NOW THEREFORE, Developer as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

ARTICLE 1 SECTION 1: No Dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said Premises, unless nor until the size,
locations, type, style of architecture, use the materials of construction thereof, and the color scheme therefore, the grading plan of the parcel, including the grade elevations of said Dwellings, the plot plan showing the proposed locations of said Dwelling upon said Premises and the plans, specifications and details of said Dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no Dwelling except such as conforms to said plans, specifications and details shall be erected, constructed or reconstructed, placed or suffered to remain upon said Premises. All Dwellings will be timber-framed and/or panel constructed, unless otherwise approved by the Developer.

ARTICLE 1 SECTION 2: No Dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said Premises, unless or until the builder, supervisor, or consultant that will be in charge of the construction has been approved in writing by the Developer.

ARTICLE 1 SECTION 3: Subject only to Article 1 Section 12 below, all parcels shall be used and occupied solely and exclusively for private residence purposes by a single family, and no other than one single family, private residence purpose building, (herein for convenience called "Dwelling") shall be erected, constructed or reconstructed, placed or suffered to remain thereon.
ARTICLE 1 SECTION 4: No Dwelling or other structure shall be erected, construction or reconstructed, placed or suffered to remain upon said Premises, nearer the front or street line or lines, nor nearer to any side line or rear line than shall be determined by the Developer in writing at the time of the approval of the plans and specifications of said Dwelling or as required by law. This Restriction as to the distance at which said Dwelling house or other structure shall be placed from the front, side and rear lines of said Premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said Dwelling, garages, sheds or other structure allowed in these Restrictions. The parcel of land upon which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and use in conjunction therewith may include one (1) parcel, or part of one (1) parcel, or two (2) parcels, or more, as delineated on Exhibits A-D, only with the written consent of the Developer. Developer reserves the right to require Dwellings or other structures or improvements of any kind to be erected farther from the street, sides or rear, than the law may or may not require.

ARTICLE 1 SECTION 5: No garage or outbuilding, or any addition thereto or alteration thereof shall be erected, constructed or reconstructed, placed or suffered to remain upon said Premises except for the exclusive use of the family occupying said Dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof,
the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage or outbuilding, including the driveway approach and the entrance shall have been first approved in writing by the Developer, and a true copy of said plans, specifications and details of said garage or outbuilding shall have been lodged permanently with the Developer, and no garage or outbuilding except as conforms to said plans, specifications and details shall be erected, preconstructed, placed, or suffered to remain upon said Premises. Such garage or outbuilding shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and Restrictions at any point herein made applicable to said Dwelling.

ARTICLE 1  SECTION 6:  All Dwellings shall have overhangs of not less than twelve (12) inches, and windows made of wood or vinyl (exterior of which may be clad in aluminum or vinyl), or as otherwise approved by Developer in writing. All Dwellings shall have roofs with pitches no less than nine (9) inches per one (1) foot, or as otherwise approved by Developer in writing. This minimum roof pitch will be maintained on all areas of all roofs, on the home, garage and porches.

ARTICLE 1  SECTION 7:  The locations of any and all driveways shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said Dwelling, and no driveway shall be located, relocated or suffered to remain upon said Premises except as determined in writing by the Developer. Complete specifications for construction of driveways shall be
submitted to the Developer and its approval thereof endorsed thereon in writing.

ARTICLE 1  SECTION 8: No portion of the within described Premises, within fifty (50) feet of the Dwelling, shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said Premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said Premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said Premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The size and the construction of any signs must be approved by the Developer, its successors and assigns.

ARTICLE 1  SECTION 9: In connection with the provisions contained in all of the above Sections, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of the Premises herein described, or by reason of the type of Dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said Section would work a hardship, the Developer may modify such provisions so as to permit variations in cost, size, type,
location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

**ARTICLE 1 SECTION 10**: Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public or other utilities facilities, together with the necessary or proper incidentals and appurtenances in, through, under and/or upon any and all parcels, or upon roadways or driveways, including the Common Driveway as defined below, now existing or hereafter established, upon which any portion of said Premises may now or hereafter front or abut.

**ARTICLE 1 SECTION 11**: Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over portions of the rear and sides of each parcel, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other utility facilities, together with the necessary or proper incidentals and appurtenances, and no building or other structure, or any part thereof, shall be erected or maintained upon any part of HEARTWOOD PLACE, over or upon which easements for the installation and maintenance of utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.
ARTICLE 1 SECTION 12: No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said Premises. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said Premises without the prior written consent of Developer, at Developer's sole discretion. Each owner of any part or parcel of the Premises acknowledges and consents to the business conducted on the parcel (Exhibit A) located at 6660 Heartwood Place. No well for gas, oil or substance other than water, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said Premises, and all permits and testing for water wells shall be the responsibility of the owner of any parcel. Nor shall the Premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said Premises or upon or visible from the outside of a Dwelling or any other structure or improvement, without the written consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the parcel or Dwelling "For Sale" shall, however, be permitted. The right is reserved by the Developer to erect small structures and place signs on any unsold parcel or improvements thereon.
ARTICLE 1 SECTION 13: No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any parcel of the Premises. Developer reserves the right to adopt reasonable regulations governing the keeping within any Dwelling or on the Premises, of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of HEARTWOOD PLACE.

ARTICLE 1 SECTION 14: No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks (except pick-up) trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so called, shall be parked, stored or suffered to remain upon the Premises or in the streets within HEARTWOOD PLACE. All vehicles must be parked on and within the boundaries of the driveway or in the alternative within the approved garage enclosure. No vehicles under repair, in storage, or incapable of being operated shall be permitted on the Premises.

ARTICLE 1 SECTION 15: No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said Premises. No television towers, satellite dishes, or tower, for any purposes shall be permitted on the Premises.

ARTICLE 1 SECTION 16: No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon the Premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.
ARTICLE 1 SECTION 17: Developer reserves the sole and exclusive right to establish grades and slopes on the Premises herein described, and to fix the grade at which any Dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan. Developer reserves the right to establish drainage pipes, tiles, ditches or swells as needed for proper drainage. Unless otherwise adopted by the Association, each owner of a parcel shall be required to clean, clear, maintain and keep unobstructed any drainage ditches or swells established on their parcel. Each parcel shall be required to have a well in a location approved in writing by the Developer at the time of the Developer’s approval of the plans and specifications, which well must meet all requirements of the applicable governing bodies including, but not limited to, the sanitation department. Each owner of a parcel must obtain all applicable permits concerning such wells.

ARTICLE 1 SECTION 18: All Dwellings shall be equipped with mailboxes jointly located at the beginning of the Common Driveway (as defined below) near Archbold-Whitehouse Road and maintained by the Association, and which mailboxes must be approved by the United States Postal Service and Developer.

ARTICLE 1 SECTION 19: All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained on containers, entirely within the garage or basement. In no event shall any rubbish, debris or containers be visible from any street. Additional regulations for
the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer.

**ARTICLE 3  SECTION 20:** Developer reserves and is hereby granted the right in case of any violation or breach of any of the Restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter all or any part or parcel of the Premises, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, as interpreted by the Developer, and the Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Developer to enforce any of the Restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefore or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Developer shall at any and all times have the right to enforce the same.

**ARTICLE 3  SECTION 21:** No grantee or successor in title shall subdivide or convey less than the whole or any parcel or portion thereof without first obtaining the written consent of Developer.

**ARTICLE 3  SECTION 22:** In all instances where plans and specifications are required to be submitted to and are approved by the Developer, if subsequent thereto there shall be any variance in

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the actual construction and location of any improvement, or
alteration or addition to the same, or to any fence, wall, hedge,
driveway or Common Driveway, then any such variance shall be deemed
a violation of these Restrictions unless prior written approval of
such variance has been given by Developer.

ARTICLE 1 SECTION 23: Whenever any of the foregoing
covenants, reservations, agreements or Restrictions provide for any
approval, writing, designation, determination, modification,
consent or any other action by the Developer, any such approval,
writing, designation, determination, modification, consent or any
other such action shall be valid if accomplished by the person or
persons authorized to sign Deeds on behalf of ST. AUGUSTINE
INVESTMENT, LTD., or its successors or assigns.

ARTICLE TWO

ARTICLE 2 SECTION 1: At any time after the sale of all of
the parcels in HEARTWOOD PLACE, the Developer may cause to be
incorporated a non-profit corporation under the laws of the State
of Ohio, to be called the "Heartwood Place Property Owners'
Association" (individually or collectively, "Association") or a
name similar thereto, and upon the formation of such Association,
every Owner (meaning those of fee-simple ownership of a full
 parcel) shall become a member therein and each such owner shall be
entitled to one vote on each matter submitted to a vote of the
members for each parcel owned by that person, persons, or it;
provided however, that where title to a parcel is in more than one
person, such co-owners, acting jointly, shall be entitled to but one vote.

ARTICLE 2. SECTION 2: The Association, by a three-fourths (3/4ths) vote in person or by written proxy of three-fourths (3/4ths) of the votes of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Premises, and for the health, comfort, safety and general welfare of residents on said Premises and all parts of the Premises shall at all times be maintained subject to such rules and regulations.

ARTICLE 2. SECTION 3: The Association, by vote of a majority of the Trustees or Board elected by the Association, shall establish dues and the right to enforce non-payment of dues by way of liens, if deemed necessary, and such dues will be assessable against each parcel, for the maintenance of the common areas that are within HEARWOOD PLACE, including but not limited to the Common Driveway legally described on Exhibit E attached hereto and made a part hereof. The Common Driveway, jointly maintained mailboxes and any other areas or matters determined to constitute common areas or matters of common concern, which may include landscaping or beautification of common areas. The Common Driveway shall be maintained, repaired or replaced by the Association and shall be gravel unless later paved by the Association. The Association shall at all times maintain insurance coverage sufficient for liabilities which may be associated with the common areas, including, but not limited to, the Common Driveway. The initial
dues shall be set at two hundred dollars ($200) per parcel, per year. All dues shall be collected and held by the Association Treasurer and shall be held and used solely for the benefit of the Association.

As to the Common Driveway, the rights and obligations of each owner of any parcel A, B, C or D are further described in Exhibit G attached hereto and made a part hereof.

ARTICLE TWO  SECTION 4: Upon the sale of all parcels constituting the premises, the Developer may, by an instrument in writing in the nature of an assignment, vest the Association with all the rights, liabilities, obligations, privileges and powers herein retained by the said Developer which assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio. At the time of the recording of such assignment, the Association shall be responsible for, have the benefits and burdens of, all matters in HEARTWOOD PLACE and in these Restrictions.

ARTICLE THREE

ARTICLE 3  SECTION 1: Each grantee of the Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all Restrictions, conditions, covenants, reservations, easements, obligations and the jurisdiction, rights, and to the powers of the Developer, its successors or assigns, created or reserved by these Restrictions or other Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions, burdens and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit and burden of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each.
and every Deed of conveyance. The violation of any Restriction or condition or the breach of any covenant or provision herein contained shall give the Developer or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said parcel or parcels any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer or its successors and/or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach; or (c) to lien any parcel and enforce such liens in accordance with the law and these Restrictions.

**ARTICLE 3 SECTION 2:** All Restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to any mortgage now or hereafter executed, encumbering any part of the Premises or parcels herein described, and none of said Restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage, or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said Premises is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a
mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property or parcel to be purchased or acquired subject to all of these Restrictions, covenants, conditions, agreements and other provisions of this Declaration of Restrictions.

ARTICLE 3 SECTION 3: 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.

ARTICLE 3 SECTION 4: The invalidity of any Restriction hereby imposed, or of any provisions hereof, or of any part of such Restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

ARTICLE 3 SECTION 5: Developer reserves the right to change, modify, alter or rescind any of the Restrictions and covenants herein contained, except those set forth in Section 9 of Article One hereof.

ARTICLE 3 SECTION 6: A violation of any of the rules and regulations adopted by the Developer or by the Association shall be deemed a violation of these Restrictions and may be enjoined as herein provided.

ARTICLE 3 SECTION 7: The rights, privileges and powers herein retained by ST. AUGUSTINE INVESTMENT, LTD. shall be assignable to, and shall inure to the benefit of its successors and assigns.
ARTICLE 3  SECTION 8: These Restrictions and covenants as herein set forth shall remain in full force and effect until the year January 1, 2020 and thereafter shall automatically be renewed and extended for a period of ten years and every other ten-year period following the same, unless the then owners of all two-thirds of the parcels in said HEARTWOOD PLACE, join and file for record in the Recorder's Office of Lucas County, Ohio, a unanimous statement and desire to terminate the Restrictions. Said statement shall be prepared in recordable form according to the provisions of the Ohio Revised Code.

Witness my hand this 27th day of October, 1999.

Signed and acknowledged in the presence of:

Deborah J. Grisez
Louis Udell

STATE OF OHIO
COUNTY OF LUCAS

The foregoing Restrictions were acknowledged before me this 27th day of October, 1999 by ST. AUGUSTINE INVESTMENT, LTD., an Ohio limited liability company, by Monica Anne Longmore, sole member of the company, on behalf of the company.

Deborah J. Grisez
Notary Public

Notary Public, State of Ohio
My Commission Expires 4/29/04

00 0263B08
Southwest Parcel 7.924 Acre Parcel

A parcel of land being part of the Southeast fractional Quarter of Section 31 Township 7 North, Range 9 East, Swanton Township, Lucas County Ohio and being more particularly described as follows:

Commencing at a point on the South line of the Southeast fractional Quarter of said Section 31, 1320.00' Easterly of the monument marking the Southwest corner of the Southeast fractional Quarter of said Section 31; thence, North 00°-05'25" West (bearings are assumed for the purpose of this description) a distance of 786.60' to a point in the center of a ditch and the point of beginning of the parcel herein described; thence, continuing North 00°-05'25" West a distance of 441.34' to a 5/8" dia. iron pin with an I.D. cap (passing through a 5/8" dia. iron pin with an ID cap at a distance of 43.19'); thence, North 89°-57'-16" East a distance of 332.80' to a 5/8" dia. iron pin with an ID cap; thence, South 04°-54'-28" East a distance of 348.92' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Northeast, (having a Radius of 509.20', and a central angle of 23°-10'-01") an arc distance of 204.41' to a 5/8" dia. iron pin with an I.D. cap; thence South 27°-54'-28" East a distance of 183.42' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Southwest, (having a Radius of 565.00', and a central angle of 27°-53'-50") an arc distance of 275.10' to a 5/8" dia. iron pin with an I.D. cap; thence, South 00°-00'-38" East a distance of 250.94' to a PK nail on the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road; thence, North 89°-57'-30" West along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road a distance of 15.00' to a PK nail in the center of a ditch; thence, North 35°-27'-44" West along the - centerline of said ditch a distance of 966.25' to the point of beginning of the parcel herein described containing 7.924 Acres of land (including 0.018 Acres of land in the Road right of way) subject to all easements and restrictions of record.

David R. Maxson P.S.
Reg. Land Surveyor 66566
January 13, 2000

00 0263809
Northwest 5.45 Acre Parcel

A parcel of land being part of the Southeast fractional Quarter of Section 31 Township 7 North, Range 9 East, Swanton Township, Lucas County Ohio and being more particularly described as follows:

Commencing at a point on the South line of the Southeast fractional Quarter of said Section 31, 1320.00' Easterly of the monument marking the Southwest corner of the Southeast fractional Quarter of said Section 31; thence North 00°00'05"26" West (bearing are assumed for the purpose of this description) a distance of 1277.94' to a 5/8" dia. iron pin with an I.D. cap and the point of beginning of the parcel herein described; thence, continuing North 00°00'05"26" West a distance of 632.66' to a 5/8" dia. iron pin with an I.D. cap; thence, North 39°58'10" East a distance of 358.49' to a 5/8" dia. iron pin with an I.D. cap; thence, South 00°00'05"26" East a distance of 452.66' to a 5/8" dia. iron pin with an I.D. cap; thence, South 89°57°16" West a distance of 10.63 to a 5/8" dia. iron pin with an I.D. cap; thence, South 04°54'26" East a distance of 347.64' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Northeast, (having a Radius of 494.20', and a central angle of 23°00'-01"") an arc distance of 198.39' to a 5/8" dia. iron pin with an I.D. cap; thence South 27°54'-28' East a distance of 193.42' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Southwest, (having a Radius of 580.00', and a central angle of 27°53'-50") an arc distance of 262.40' to a 5/8" dia. iron pin with an I.D. cap; thence South 00°00'-38' East a distance of 250.96' to a PK nail on the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road; thence, North 89°57'-30' West along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road a distance of 15.00' to a PK nail; thence North 00°00'-38' West a distance of 250 94' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Northwesterly direction along a curve
being concave to the Southwest, (having a Radius of 565.00', and a central angle of 27°-53'-50") an arc distance of 275.10' to a 5/8" dia. iron pin with an I.D. cap; thence, North 27°-54'-28" West a distance of 193.42' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Northwesterly direction along a curve being concave to the Northeast, (having a Radius of 509.20', and a central angle of 23°-00'-01") an arc distance of 204.41' to a 5/8" dia. iron pin with an I.D. cap; thence, North 04°-54'-26" West a distance of 348.92' to a 5/8" dia. iron pin with an I.D. cap; thence, South 89°-57'-16" West a distance of 332.80' to the point of beginning of the parcel herein described containing 5.645 Acres of land (including 0.10 Acres of land in the Road right of way) subject to all easements and restrictions of record.

David R. Maxson P.S.
Reg. Land Surveyor 66556
January 13, 2000
Southeast Parcel

A parcel of land being part of the Southeast fractional Quarter of Section 31 Township 7 North, Range 9 East, Swanton Township, Lucas County Ohio and being more particularly described as follows:

Commencing at a point on the South line of the Southeast fractional Quarter of said Section 31, 322.00’ Easterly of the monument marking the Southwest corner of the Southeast fractional Quarter of said Section 31; thence, South 89°-57'-30” East (bearings are assumed for the purpose of this description) along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold-Whitehouse Road a distance of 604.34’ to a PK nail and the point of beginning of the parcel herein described; thence, North 00°-00'-38” West a distance of 250.97’ to a 5/8” dia. iron pin with an I.D. cap; thence, in a Northwesterly direction along a curve being concave to the Northwest, (having a Radius of 595.00’, and a central angle of 27°-33'-50”) an arc distance of 289.70’ to a 5/8” dia. iron pin with an I.D. cap; thence, North 27°-54'-28” West a distance of 193.42’ to a 5/8” dia. iron pin with an I.D. cap; thence, in a Northwesterly direction along a curve being concave to the Northwest, (having a Radius of 479.20’, and a central angle of 23°-00'-01”) an arc distance of 192.37’ to a 5/8” dia. iron pin with an I.D. cap; thence, North 04°-54'-26” West a distance of 195.82’ to a 5/8” dia. iron pin with an I.D. cap; thence, North 89°-57'-16” East a distance of 340.76’ to a 5/8” dia. iron pin with an I.D. cap; thence, South 00°-00'-38” East a distance of 1079.03’ to a PK nail on the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold-Whitehouse Road; thence, North 89°-57'-30” West along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold-Whitehouse Road a distance of 110.46’ to the point of beginning of the parcel herein described containing 5.137 Acres of land (including 0.075 Acres of land in the Road right of way) subject to all easements and restrictions of record.

David R. Maxson P.S.
Reg. Land Surveyor 685600 0263C05
A parcel of land being part of the Southeast fractional Quarter of Section 31 Township 7 North, Range 9 East, Swanton Township, Lucas County Ohio and being more particularly described as follows:

Commencing at a point on the South line of the Southeast fractional Quarter of said Section 31, 1320.00' Easterly of the monument marking the Southwest corner of the Southeast fractional Quarter of said Section 31; thence North 00°-05'26" West (bearing are assumed for the purpose of this description) a distance of 1869.60' to a 5/8" dia. iron pin with an I.D. cap; thence, North 89°-58'-10" East a distance of 358.43' to a 5/8" dia. iron pin with an I.D. cap and the point of beginning of the parcel herein described; thence, continuing North 89°-58'-10" East a distance of 358.91' to a 5/8" dia. iron pin with an I.D. cap; thence, South 00°-00'-38" East a distance of 782.47' to a 5/8" dia. iron pin with an I.D. cap; thence, South 89°-57'-16" West a distance of 340.76' to a 5/8" dia. iron pin with an I.D. cap; thence, South 04°-54'-26" East a distance of 195.32' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Northeast, (having a Radius of 479.20', and a central angle of 23°-00'-01") an arc distance of 192.37' to a 5/8" dia. iron pin with an I.D. cap; thence South 27°-54'-28" East a distance of 193.42' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Southwest, (having a Radius of 595.00', and a central angle of 27°-53'-50") an arc distance of 289.70' to a 5/8" dia. iron pin with an I.D. cap; thence, South 00°-00'-38" East a distance of 250.97' to a PK nail on the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road; thence, North 89°-57'-30" West along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road a distance of 15.00' to a PK nail; thence North 00°-00'-38" West a distance of 250.96' to a 5/8" dia. iron pin with an I.D. cap; thence, in a Northeasterly direction along a curve being concave to the Southwest, (having a Radius of 580.00', and a central angle of 27°-53'-50") an arc distance of 282.40' to a 5/8" dia. iron pin with an I.D. cap; thence, North 27°-54'-28" West a distance of 193.42' to a 5/8" dia. iron pin with an I.D. cap; thence, in
a Northwesterly direction along a curve being concave to the Northeast, (having a Radius of 494.20', and a central angle of 23°-00'-01") an arc distance of 198.39' to a 5/8" dia. iron pin with an I.D. cap; thence, North 04°-54'-26" West a distance of 347.64' to a 5/8" dia. iron pin with an ID cap; thence, North 89° 57'-16" East a distance of 10.63' to a 5/8" dia. iron pin with an ID cap thence, North 00°-05'-26" West a distance of 482.66' to the point of beginning of the parcel herein described containing 6.839 Acres of land (including 0.010 Acres of land in the Road right of way) subject to all easements and restrictions of record.

David R. Maxson P.S.
Reg. Land Surveyor 6656
January 13, 2000
Marson and Associates

David R. Marson, P.S.
237 Marshall Street
Wauseon, Ohio 43567

2.166 Acre Parcel

A parcel of land being part of the Southeast fractional Quarter of Section 31 Township 7 North, Range 9 East, Swanton Township, Lucas County Ohio and being more particularly described as follows:

Commencing at a point on the South line of the Southeast fractional Quarter of said Section 31, 1320.00' Easterly of the monument marking the Southwest corner of the Southeast fractional Quarter of said Section 31; thence, South 89°-57'-30" East (bearings are assumed for the purpose of this description) along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold-Whitehouse Road a distance of 559.34' to the point of beginning of the parcel herein described; thence, North 00°-00'-38" West a distance of 250.93' to an iron pin with an I.D. cap; thence, in a Northwesterly direction along a curve being concave to the Southwest, (having a Radius of 550.00', and a central angle of 27°-53'-50") an arc distance of 267 79' to an iron pin with an I.D. cap; thence, North 27°-54'-28" West a distance of 193.42' to an iron pin with an I.D. cap; thence, in a Northwesterly direction along a curve being concave to the Northeast, (having a Radius of 524.20', and a central angle of 23°-00'-01") an arc distance of 210.43' to an iron pin with an I.D. cap; thence, North 04°-54'-26" West a distance of 350.19'; thence, South 89°-57'-16" West a distance of 19.26' to an iron pin with an I.D. cap; thence, North 00°-05'-26" West a distance of 150.00' to an iron pin with an I.D. cap; thence, North 89°-55'-10" East a distance of 120.00' to an iron pin with an I.D. cap; thence, South 00°-05'-26" East a distance of 150.00' to an iron pin with an I.D. cap; thence, South 89°-57'-16" West a distance of 43.53' to an iron pin with an I.D. cap; thence, South 04°-54'-26" East a distance of 345.09' to an iron pin with an I.D. cap; thence, in a Southeasterly direction along a curve being concave to the Northeast, (having a Radius of 464.20', and a central angle of 23°-00'-01") an arc distance of 186.35' to an iron pin with an I.D. cap; thence, South 27°-54'-28" East a distance of 193.42' to an iron pin with an I.D. cap; thence, in a
Southeasterly direction along a curve being concave to the Southwest, (having a Radius of 612.00', and a central angle of 27°53'-50") an arc distance of 297.01' to an iron pin with an I.D. cap; thence, South 00°00'-38" East a distance of 250.98' to a point on the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road; thence, North 69°57'-30" West along the South line of the Southeast fractional Quarter of said Section 31 and the centerline of Archbold - Whitehouse Road a distance of 60.00' to the point of beginning of the parcel herein described containing 2.166 Acres of land subject to all easements and restrictions of record and legal highways.

EXHIBIT

David R. Muxson P.S.
Reg. Land Surveyor 6656
July 29, 1999
EXHIBIT F

That part of the Southeast 1/4 of Section 31, Town 7, Range 9 East, in Swanton Township, Lucas County, Ohio and described as follows:

Commencing at a point on the South line of said Southeast fractional 1/4, 1320 feet Easterly of the monument marking the Southwest corner of said Southeast fractional 1/4; thence Easterly along said South line a distance of 714.8 feet to a point; thence Northerly a distance of 1861.5 feet to a point; thence Westerly a distance of 717.4 feet to a point; thence Southerly a distance of 1860.6 feet to the place of beginning, containing 30 acres of land, more or less, except theretofrom the following property: Beginning at a point on the South line of the Southeast 1/4 of said Section 31 that is 1320.0 feet Easterly from the intersection of the South line of the Southeast 1/4 of said Section 31 and the West line of the Southeast 1/4 of said Section 31; thence Northerly along a line parallel to the West line of the Southeast 1/4 of said Section 31 a distance of 786.66 feet to the centerline of a ditch; thence Southeasterly along the centerline of said ditch a distance of 964.33 feet, more or less, to a point on the South line of the Southeast 1/4 of said Section 31, that is 559.34 feet Easterly from the place of beginning; thence Westerly along the South line of the Southeast 1/4 of said Section 31 a distance of 559.34 feet to the place of beginning. Subject to legal highways.
EXHIBIT G

RIGHTS AND OBLIGATIONS AS TO THE COMMON DRIVEWAY

WHEREAS, parcels A, B, C and D have been created and divided by their current owner and such owner desires for all such parcels to share a Common Driveway; and

WHEREAS, such Common Driveway is legally described on Exhibit E; and

WHEREAS, parcel A is legally described in Exhibit A, parcel B on Exhibit B, parcel C on Exhibit C and parcel D on Exhibit D.

NOW THEREFORE, each and every owner, whether now or in the future, of the parcels described in Exhibits A, B, C and D shall have equal rights in common to use the Common Driveway for access, ingress or egress to their respective parcels and for no other purpose, and each such owner, whether now or in the future, by taking the parcel subject to these Restrictions hereby grants and consents to, perpetually and forever, the rights of each such parcel owner to so use the Common Driveway in accordance with this perpetual right.

Each owner of parcels A, B, C and D shall equally share in all maintenance, repair or improvement of the Common Driveway, and the Heartwood Place Home Owners’ Association shall collect dues for such maintenance, repair or improvement of the Common Driveway, recommend such maintenance, repair or improvement and collect all necessary funds to accomplish the same, lien any parcel as necessary.

No owner of any parcel, or any person in possession of or using any parcel whether as a lessee, successor, heir, representative, agent, guest, licensee, invitee, relative, contractor or assign may block access, ingress or egress of the Common Driveway at any time or for any reason, unless the necessity of maintenance, repair or improvement requires the same, and all parcel owners are informed of such blockage in advance and acceptable temporary alternative arrangements for access are made. In the case of emergency, the Association shall use its reasonable judgment and all parcel owners shall cooperate in temporary arrangements.

This perpetual right of each parcel owner to use the Common Driveway, and the burdens associated therewith shall run with the land and shall not be terminable. Each owner and subsequent owner taking any parcel A, B, C or D is subject to the rights and obligations stated herein.

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