HIDDEN RIDGE

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
As to Hidden Ridge
A Subdivision in Mansfield Township,
Lucas County, Ohio

WHEREAS, Hickory Ridge Builders, Inc., an Ohio corporation, with its principal place of business at 6935 Mill Road, Holland, Ohio 43528, (hereinafter called "Developer") is the owner in fee simple of Lots number one (1), two (2), three (3), four (4) five (5) and six (6), and roadway and utility easement in Hidden Ridge, a Subdivision in Mansfield Township, Lucas County, Ohio, as set forth in the plat of Hidden Ridge, recorded in Volume 115 of Plats, page 84/85 (hereinafter sometimes called "Hidden Ridge"); and

WHEREAS, Developer desires to establish a general plan for the development of Hidden Ridge and to establish restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Hidden Ridge 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 uses for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that Lots numbers one (1), two (2), three (3), four (4), five (5) and six (6) and any splits thereof and roadway and utility easement as shown on the recorded plat of Hidden Ridge, a Subdivision in the Township of Mansfield, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I
Use of Land

1. Lots numbers one (1), two (2), three (3), four (4), five (5), six (6) and any splits thereof in Hidden Ridge shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not less than two (2) car capacity
which shall be made an integral part of the residence dwelling, detached barn or second garage provided same is compatible with residential building materials, color and which shall first have been approved as provided under Article II hereof, an attractive appearing garden house, a swimming pool and a tennis court. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants.

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

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

4. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Hidden Ridge. No dwelling erected in Hidden Ridge shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof.

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

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

7. Other than 2 dogs, 2 house cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Hidden Ridge.

8. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer, or its successors and assigns.

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

10. All electric house services shall be underground.

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

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Hidden Ridge shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental
plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

13. No trash burner, outdoor fireplace, or other device expelling ash or smoke shall be placed within twenty (20) feet of any adjoining lot line.

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

15. All garages must be side loading.

16. The minimum square footage requirement for each living unit in Hidden Ridge shall be two thousand eight hundred (2,800) square feet of living space, exclusive of any basement, porches or garages.

17. All structures erected and maintained on a lot in Hidden Ridge shall be construed with new, adequate and generally accepted building materials, provided that used brick may be utilized if the quality is good and it is approved in advance by the Developer. No material other than stone, brick, stucco or cedar (except for exterior foundation walls) may be used on the exterior of any structure.

18. All fireplace chimneys are to be of masonry construction.

19. All structures erected and maintained on a lot in Hidden Ridge shall use hand split cedar shakes for their roofing material. The provisions of this paragraph 19 shall apply to the existing barn on Lot one (1), if an owner wishes to keep it on the property.

20. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot in Hidden Ridge.

21. The owner of each lot subject to this Declaration of Restrictions upon construction of a structure thereof shall install and maintain underground sprinkler systems covering his entire front yard and side yard to rear line of house.
22. Until such time as the Association is formed as provided herein, the Developer shall maintain and repair the roadway and utility easement servicing the lots, including snow removal. Except as otherwise provided below, the owner of each lot subject to this Declaration of Restrictions shall reimburse the Developer for the expenses of such maintenance and repair in an amount equal to such lot owner's proportionate share of the development, as set forth in paragraph ___ of Article I hereof.

23. Until such time as the formation of the Association, each owner of a lot that is subject to this Declaration of Restrictions shall be responsible for the following proportion of the expenses incurred by the Developer for the maintenance and repair of the roadway and utility easement:

<table>
<thead>
<tr>
<th>Lot 1</th>
<th>11.11%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 2</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 3</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 4</td>
<td>11.11%</td>
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<tr>
<td>Lot 5</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 6</td>
<td>11.11%</td>
</tr>
</tbody>
</table>

Any owner of any split lot shall pay 11.11%.

Upon formation of the Association and roadway and utility easement therefor, the owner of each lot then required to reimburse the Developer for expenses as set forth above shall be responsible for the costs and expenses incurred by the Association and shall have voting rights in the Association in accordance with the applicable percentage interests as set forth in this Section 23.

ARTICLE II

Approval of Plans

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

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

3. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix and grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Hidden Ridge.
4. In all instances where plans and specifications are required to be submitted to and approved by Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction of location of the approved improvements without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

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

ARTICLE III
Basements

TheDeveloperreservestoitself, andtoitssuccessors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "Roadway and Utility Basement(s)," or with words of similar import, on the plat of Hidden Ridge and along and upon all roadways now existing or hereafter established and abutting all the lots in Hidden Ridge. TheDeveloperalso reservestoitself, andtoits successors and assigns, the right to go upon or permit any public or quasi-public utility to go upon the lots in Hidden Ridge from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. The Developer also reserves to itself, and to its successors and assigns, the exclusive right to grant an easement over either lot one (1) or lot two (2) to Carl Mockenstein for purposes of a tie-in to the developments sewer system, granting further Carl Mockenstein, his successors and assigns, the right to utilize the developments sewer system, and to maintain said hook-up. No structures, or any part thereof, shall be erected or maintained over or upon any part
of the areas designated as "Roadway and Utility Basement", or with words of similar import, upon the plat of Hidden Ridge. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in Hidden Ridge shall have the right to reserve or grant any easements or rights of way upon or over any of the lots, without the prior written consent of the Developer, its successors and assigns. The rights granted to the Developer in this Article III remain in the Developer until such time as all structures have been completed on all lots in Hidden Ridge.

ARTICLE IV
Duration of Restrictions. Amendments

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

2. These covenants and restrictions may be amended prior to January 1, 2010, with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Hidden Ridge, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2010, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Hidden Ridge upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE V
Enforcement of Restrictions. Other Matters

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

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

3. All transfers and conveyances of each and every lot in Hidden Ridge shall be made subject to these covenants and restrictions.

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

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

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

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

8. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provision hereof, no matter how may violations or breaches may occur.
9. Each lot owner, by acceptance of a deed to a lot or any
split thereof in Hidden Ridge agrees to consent and shall be deemed to
agree and consent that if, in the opinion of Developer, the shape of,
dimensions, number of structures or topography of the lot upon which a
building or improvement is proposed to be made, is such that a strict
construction or enforcement of the building lines as shown on the plat of
Hidden Ridge, or of the yard requirements stated herein or of any other
 provision of these restrictions and restrictions would work a hardship,
Developer may, in writing, modify these restrictions as to such lots so as
to permit the erection of such building or the making of the proposed
improvements. Developer shall not be limited in its exercise of its
aforesaid right to modify these reservations and restrictions by reason of
the fact that it may be the owner and/or builder for whose benefit such
modification is granted.

10. In the event of a material change in conditions or
circumstances from those existing at the time these restrictions are
adopted which would cause the enforcement of these restrictions to become
a hardship upon any of the owners of lots in Hidden Ridge, or which would
cause such restrictions to cease being beneficial to the owners of such
lots, Developer, its successors and assigns, after giving written notice
given by mail to the fee owners of all lots in Hidden Ridge, and after
receiving the written approval of the holder of record fee title to
seventy-five percent (75%) or more lots in Hidden Ridge, including the
aggregate total of any prior or future recorded plats of Hidden Ridge, may
modify these restriction so as to remove the hardship, or make the
restriction such as to be beneficial to all lot owners. The provisions of
this Item 10 shall not be construed as a limitation upon the right of
Developer to modify the provisions of this Declaration of Restrictions as
provided in Item 9 of this Article V.

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

ARTICLE VI

Homesowners Association

1. Upon the sale of the last lot in Hidden Ridge, or at such earlier time as the Developer shall elect, the Developer shall cause to be formed the Hidden Ridge Homesowners Association, each lot owner shall automatically become a member and be entitled to all the rights and privileges of such membership and subject to the duties and obligations thereeto as set forth herein and in the Articles of Incorporation and Code of Regulations. At the time of the formation of the Association, Developer shall convey to the Association all of its right, title and interest in the roadway and utility easements. Upon such conveyance, the Association shall assume the responsibility for (i) maintenance, repair, snow removal and the costs of the roadway and utility easement; (ii) payment of all taxes and assessments levied upon the roadway and utility easements subject to this Declaration of Restrictions. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

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

Definitions

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

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

Membership

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

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

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

General Authorization

Purposes of Association

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

7. The purposes of the Association shall be as follows: (a) to represent the owners of property in Hidden Ridge before governmental units, agencies, offices and employees; (b) to promote and assist in maintaining the attractiveness, value and residential character of lots in Hidden Ridge.
Hidden Ridge through enforcement of the restrictions on the use, improvement and enjoyment of those lots which are or may be set forth in this Declaration of Restrictions; (c) to promote and maintain high standards of community and neighborhood fellowship among the owners of property in Hidden Ridge; (d) to provide a vehicle for social and neighborhood activities in Hidden Ridge on a purely voluntary basis; (e) to promote the common interest of owners of property in Hidden Ridge; (f) to maintain the entrance and cul-de-sac and roadway and utility easement shown on the plat of Hidden Ridge and to pay any real property taxes and assessments levied upon the roadway and utility easements; and (g) to perform the functions assigned to the Association by this Declaration of Restrictions and by any present or future amendments thereto.

Assessments

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

Signed and acknowledged in the presence of:

Kurtis Wofman

Laura J. Holmberg

HECKY RIDGE BUILDERS, INC.
An Ohio Corporation

By: Timothy D. Cornors, President

By: Timothy D. Cornors, Secretary

STATE OF OHIO )
COUNTY OF LUCAS )SS:

The foregoing instrument was acknowledged before me this 4th day of August, 1987, by Timothy K. Crubers as President of Hickory Ridge Builders, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

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

STATE OF OHIO )
COUNTY OF LUCAS )SS:

The foregoing instrument was acknowledged before me this 4th day of August, 1987, by Timothy D. Cornors as Secretary of Hickory Ridge Builders, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

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

THIS INSTRUMENT WAS PREPARED BY:

Martin J. Holmes & Associates
632 Spitzer Building
Toledo, OH 43604

RECEIVED & RECORDED
AUG 0 1987

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

87 1504004
AMENDED

DECLARATION OF RESTRICTIONS

As to Hidden Ridge
A Subdivision in Monclova Township,
Lucas County, Ohio

The undersigned, the owners of not less than two-thirds (2/3) of the
lots of Hidden Ridge, a subdivision of Monclova Township, Lucas County,
Ohio, pursuant to Article IV paragraph 2 of the Declaration of
Restrictions filed August 10, 1987 hereby amend said Declaration of
Restrictions as to Hidden Ridge as follows:

WHEREAS, Hickory Ridge Builders, Inc., an Ohio corporation, with
its principal place of business at 6935 Million Road, Holland, Ohio 43528,
(hereinafter called "Developer") is the owner in fee simple of Lot number
one (1) in the Subdivision of Lot number two (2), Lot number four (4), Lot
number two (2) in the Subdivision of Lots numbered five (5) and six (6)
and R.E. Services, Inc., Trustee is the owner of Lot number one (1), Lot
number two (2) in the Subdivision of Lot number two (2), Lot number one
(1) in the Subdivision of Lots numbered five (5) and six (6), all in
Hidden Ridge, a Subdivision in Monclova Township, Lucas County, Ohio and
being two-thirds (2/3) of the lots within said Subdivision as set forth in
the Plat of Hidden Ridge recorded in Volume 115 of Plats, page 84-85 and
the Plat of Subdivision of Lot Number two (2) in Hidden Ridge recorded in
Volume 117 of Plats, page 14, and the Plat of Subdivision of Lots numbered
five (5) and six (6) in Hidden Ridge recorded in Volume 117 of Plats, page
15 (hereinafter sometimes called "Hidden Ridge"); and

WHEREAS, Developer desires to establish a general plan for the
development of Hidden Ridge and to establish restrictions upon the manner
of use, improvement and enjoyment of the aforementioned lots in Hidden
Ridge 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 uses for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in
the value of said property by reason of the adoption of the restrictions
hereinafter set forth does for itself and its successors and assigns,
hereby declare, covenant and stipulate that Lots numbers one (1), two (2),
three (3), four (4), five (5) and six (6) and any splits thereof and
roadway and utility easement as shown on the recorded plat of Hidden
Ridge, a Subdivision in the Township of Monticello, Lucas County, Ohio,
shall hereafter be conveyed by it, its successors and assigns, subject to
the following restrictions:

ARTICLE I
Use of Land

1. Lots numbers one (1), two (2), three (3), four (4), five
(5), six (6) and any splits thereof in Hidden Ridge shall be known and
described as residential lots. No structure shall be erected, placed or
maintained on any such residential lot other than one (1) single-family
residence dwelling, a private garage of not less than two (2) car capacity
which shall be made an integral part of the residence dwelling, detached
barn or second garage provided same is compatible with residential
building materials, color and which shall first have been approved as
provided under Article II hereof, an attractive appearing garden house, a
swimming pool and a tennis court. Such residence dwelling shall be used
and occupied solely and exclusively for private residence purposes by a
single family and such family's servants.

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

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

4. No trailer, basement, tent, shack, garage, barn, mobile home
or other temporary shelter or housing device shall be maintained or used
as a residence, temporarily or permanently, in Hidden Ridge. No dwelling
erected in Hidden Ridge shall be used as a residence until the exterior
thereof has been completed in accordance with the detailed plans and
specifications approved therefor as provided under Article II hereof.

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

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

7. Other than 2 dogs, 2 house cats and birds, all of which are
maintained within the dwelling, the maintenance or harboring of any other
animal is expressly prohibited in Hidden Ridge.

8. All rubbish and debris, combustible and noncombustible, and
all garbage shall be stored in underground containers, or stored and
maintained in containers entirely within the garage. Additional
regulations for the storage, maintenance and disposal of rubbish, debris,
leaves and garbage may from time to time be established by the Developer,
or its successors and assigns.

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

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

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Hidden Ridge shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

13. No trash burner, outdoor fireplace, or other device expelling ash or smoke shall be placed within twenty (20) feet of any adjoining lot line.

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

15. All garages must be side loading.

16. The minimum square footage requirement for each living unit in Hidden Ridge shall be two thousand eight hundred (2,800) square feet of living space, exclusive of any basement, porches or garages.

17. All structures erected and maintained on a lot in Hidden Ridge shall be constructed by Hickory Ridge Builders, Inc. or its assigns and shall be constructed with new, adequate and generally accepted building materials, provided that used brick may be utilized if the quality is good and it is approved in advance by the Developer. No material other than stone, brick, stucco or cedar (except for exterior foundation walls) may be used on the exterior of any structure.

18. All fireplace chimneys are to be of masonry construction.
19. All structures erected and maintained on a lot in Hidden Ridge shall use hand split cedar shakes for their roofing material. The provisions of this paragraph 19 shall apply to the existing barn on Lot one (1), if an owner wishes to keep it on the property.

20. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot in Hidden Ridge.

21. The owner of each lot subject to this Declaration of Restrictions upon construction of a structure thereof shall install and maintain underground sprinkler systems covering his entire front yard and side yard to rear line of house.

22. Until such time as the Association is formed as provided herein, the Developer shall maintain and repair the roadway and utility easement servicing the lots, including snow removal. Except as otherwise provided below, the owner of each lot subject to this Declaration of Restrictions shall reimburse the Developer for the expenses of such maintenance and repair in an amount equal to such lot owner's proportionate share of the development, as set forth in paragraph ____ of Article I hereof.

23. Until such time as the formation of the Association, each owner of a lot that is subject to this Declaration of Restrictions shall be responsible for the following proportion of the expenses incurred by the Developer for the maintenance and repair of the roadway and utility easement:

<table>
<thead>
<tr>
<th>Lot</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 2</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 3</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 4</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 5</td>
<td>11.11%</td>
</tr>
<tr>
<td>Lot 6</td>
<td>11.11%</td>
</tr>
</tbody>
</table>

Any owner of any split lot shall pay 11.11%.

Upon formation of the Association and roadway and utility easement thereto, the owner of each lot then required to reimburse the Developer for expenses as set forth above shall be responsible for the costs and expenses incurred by the Association and shall have voting rights in the Association in accordance with the applicable percentage interests as set forth in this Section 23.
ARTICLE II
Approval of Plans

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

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

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

4. In all instances where plans and specifications are required to be submitted to and approved by Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction of location of the approved improvements without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

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

ARTICLE III

Easements

The Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "Roadway and Utility Easement(s)," or with words of similar import, on the plat of Hidden Ridge and along and upon all roadways now existing or hereafter established and abutting all the lots in Hidden Ridge. The Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility to go upon the lots in Hidden Ridge from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation
of such equipment. The Developer also reserves to itself, and to its
successors and assigns, the exclusive right to grant an easement over
either lot one (1) or lot two (2) to Carl Mockenstern for purposes of a
tie-in to the developments sewer system, granting further Carl
Mockenstern, his successors and assigns, the right to utilize the
developments sewer system, and to maintain said hook-up. No structures,
or any part thereof, shall be erected or maintained over or upon any part
of the areas designated as "Roadway and Utility Easement", or with words
of similar import, upon the plat of Hidden Ridge. The term "structures"
as used in the foregoing portion of this paragraph shall include those
structures in the nature of houses, garages, other buildings and swimming
pools, but shall not include lot improvements such as driveways and
fences. No owner of any lot in Hidden Ridge shall have the right to
reserve or grant any easements or rights of way upon or over any of the
lots, without the prior written consent of the Developer, its successors
and assigns. The rights granted to the Developer in this Article III
remain in the Developer until such time as all structures have been
completed on all lots in Hidden Ridge.

ARTICLE IV

Duration of Restriction, Amendments

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

2. These covenants and restrictions may be amended prior to
January 1, 2010, with the written approval of the then owners of not less
than two-thirds (2/3) of the lots in Hidden Ridge, which amendment shall
become effective from and after the filing with the Recorder of Lucas
County, Ohio, of an instrument stating the amendment and signed by all
approving lot owners with the formalities required by law. These
covenants and restrictions may be terminated as of January 1, 2010, and
may be amended or terminated thereafter with the written approval of the
owners of not less than one-half (1/2) of the lots in Hidden Ridge.
the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE V

Enforcement of Restrictions, Other Matters

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

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

3. All transfers and conveyances of each and every lot in Hidden Ridge shall be made subject to these covenants and restrictions.

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

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

6. Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.
7. No owner of any lot in Hidden Ridge shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

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

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

10. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in Hidden Ridge, or which would cause such restrictions to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice given by mail to the fee owners of all lots in Hidden Ridge, and after receiving the written approval of the holder of record fee title to seventy-five percent (75%) or more lots in Hidden Ridge, including the aggregate total of any prior or future recorded plats of Hidden Ridge, may modify these restriction so as to remove the hardship, or make the restriction such as to be beneficial to all lot owners. The provisions of this Item 10 shall not be construed as a limitation upon the right of Developer to modify the provisions of this Declaration of Restrictions as provided in Item 9 of this Article V.
11. Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping), the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, pond, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by an owner.

ARTICLE VI

Homeowners Association

1. Upon the sale of the last lot in Hidden Ridge, or at such earlier time as the Developer shall elect, the Developer shall cause to be formed the Hidden Ridge Homeowners Association; each lot owner shall automatically become a member and be entitled to all the rights and privileges of such membership and subject to the duties and obligations thereto as set forth herein and in the Articles of Incorporation and Code of Regulations. At the time of the formation of the Association, Developer shall convey to the Association all of its right, title and interest in the roadway and utility easements. Upon such conveyance, the Association shall assume the responsibility for (i) maintenance, repair, snow removal and the costs of the roadway and utility easement; (ii) payment of all taxes and assessments levied upon the roadway and utility easements subject to this Declaration of Restrictions. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

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

ARTICLE VII
Definitions
1. "Association" as used in this Article VII shall mean the
Hidden Ridge Property Owners Association, a non-profit corporation
organized under and pursuant to the laws of the State of Ohio.
2. "Owner" as used herein means and refers to the record owner,
whether one or more persons or entities, of a fee simple title to any lot
in Hidden Ridge, including contract sellers, but excluding those who have
such interest merely as security for the performance of an obligation.

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

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

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

General Authorization
Purposes of Association
6. The Association is hereby authorized to perform such acts
and functions as are generally authorized by law to be performed by
non-profit corporations and as are consistent with the purposes of the
Association.
7. The purposes of the Association shall be as follows: (a) to represent the owners of property in Hidden Ridge before governmental units, agencies, offices and employees; (b) to promote and assist in maintaining the attractiveness, value and residential character of lots in Hidden Ridge through enforcement of the restrictions on the use, improvement and enjoyment of those lots which are or may be set forth in this Declaration of Restrictions; (c) to promote and maintain high standards of community and neighborhood fellowship among the owners of property in Hidden Ridge; (d) to provide a vehicle for social and neighborhood activities in Hidden Ridge on a purely voluntary basis; (e) to promote the common interest of owners of property in Hidden Ridge; (f) to maintain the entrance and cul-de-sac and roadway and utility easement shown on the plat of Hidden Ridge and to pay any real property taxes and assessments levied upon the roadway and utility easements; and (g) to perform the functions assigned to the Association by this Declaration of Restrictions and by any present or future amendments thereto.

Assessments

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

Signed and acknowledged in the presence of:

Timothy D. Connors

HICKORY RIDGE BUILDERS, INC.
An Ohio Corporation

By: Timothy X. Gruber, President
   Peggy Gruber, Secretary

R. E. SERVICES, INC., TRUSTEE

By: William E. Rowland, Vice President

STATE OF OHIO  } SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of July, 1988, by Timothy X. Gruber as President of Hickory Ridge Builders, Inc., an Ohio corporation, on behalf of the corporation.

Timothy D. Connors
Notary Public
My Commission Expires:

STATE OF OHIO  } SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of July, 1988, by Peggy Gruber as Secretary of Hickory Ridge Builders, Inc., an Ohio corporation, on behalf of the corporation.

Timothy D. Connors
Notary Public
My Commission Expires:

STATE OF OHIO  } SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of July, 1988, by William E. Rowland as Vice President of R. E. Services, Inc., an Ohio corporation, on behalf of the corporation.

Timothy D. Connors
Notary Public
My Commission Expires:

This Instrument Was Prepared By:
Martin J. Holmes & Associates
800 First Federal Plaza
Toledo, Ohio 43624
MODIFICATION OF THE AMENDED DECLARATION OF RESTRICTIONS

As to Hidden Ridge,
A Subdivision in Monclova Township
Lucas County, Ohio

The undersigned, the owners of not less than two-thirds (2/3) of the Lots of Hidden Ridge, a Subdivision of Monclova Township, Lucas County, Ohio, pursuant to Article IV, Paragraph Two of the Amended Declaration of Restrictions, hereby modify Article I, Paragraph Seventeen (17) of said Declaration of Restrictions as to Hidden Ridge, as follows:

ARTICLE I.

17. All structures erected and maintained on a lot in Hidden Ridge shall be constructed with new, adequate and generally accepted building materials, provided that used brick may be utilized if the quality is good and it is approved in advance by the developer. No material other than stone, brick, stucco or cedar, (except for exterior foundation walls) may be used on the exterior of any structure.

Signed and Acknowledged in the Presence of:

HICKORY RIDGE BUILDERS, INC.
An Ohio Corporation

By: Timothy X. Gruber, President

By: Peggy Jutie, Sec./Treasurer

R.E. SERVICES, INC., TRUSTEE

By: William E. Rowland, Vice President
STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 31 day of January, 1991 by Timothy X. Gruber as President of Hickory Ridge Builders, Inc., Ohio corporation, on behalf of the corporation.

Notary Public

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

STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 31 day of January, 1991 by Peggy Gruber as Secretary/Treasurer of Hickory Ridge Builders, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

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

The foregoing instrument was acknowledged before me this 25 day of March, 1991 by R.E. Service, Inc., Trustee, by William E. Rowland, Vice President.

RECEIVED & RECORDED  
APR 01 1992  
SUE RIOUX  
RECORDE, LUCAS COUNTY, OHIO  

KIMBERLY BRINGMAN  
Notary Public, State of Ohio  
My Commission Expires Aug. 29, 1995  

THIS INSTRUMENT PREPARED BY:  
BROWN, BAKER, SCHLAGETER & CRAIG  
Martin J. Holmes, Esq.  
711 Adams Street  
Toledo, OH 43624