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.
RATIFICATION OF PLAT

This Instrument is executed this 17th day of April, 1989, WITNESSETH:

WHEREAS, High Oaks/Plat Three, a Subdivision in Sylvania Township, Lucas County, Ohio is recorded in Volume 122 of Lucas County, Ohio Plat Records, page 88;

AND WHEREAS, at the time said aforementioned Plat was executed by the undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee (hereinafter referred to as "Trustee"), Trustee, through inadvertence, was not the holder of fee simple title to all the real property comprising said Plat;

AND WHEREAS, said Trustee is now the holder of fee simple title to all the real property comprising said Plat;

NOW, THEREFORE, the undersigned Trustee, for itself, its successors and assigns, does hereby ratify and confirm said aforementioned Plat.

Signed and Acknowledged in the presence of:

Louisville Title Agency for
N.W. Ohio, Inc., Trustee

By: ______________________
    Kenneth I. White, Sr., Executive Vice President

By: ______________________
    David A. Marker, Treasurer

STATE OF OHIO )
    SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 17th day of April, 1989 by Kenneth I. White, Sr., Executive Vice President and David A. Marker, Treasurer, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the corporation.

Sherri B. Martens
Notary Public, State of Ohio

This Instrument prepared by:

Grantor

RECEIVED & RECORDED

APR 17 1989

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

Louisville Box K. White

89 510A06
DECLARATION OF RESTRICTIONS

WHEREAS, Louisville Title Agency for N. W. Ohio, Inc., Trustee, is the owner in fee simple of the following described real estate:

Lots number one (1) through eleven (11) in HIGH OAKS PLACE PLAT III, as recorded in Volume 122 of Plats, Pages 88 and _____.
WHEREAS, High Oaks Development Corp., hereinafter referred to as Developer, has recorded said Plat of High Oaks Place Plat III in Volume 122, pages 88 and ______ of Lucas County, Ohio, plat records and desires to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision, which will make said lots more attractive for residential purposes, for its own benefit and the benefit of all future owners.

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, for itself and its successors and assigns, does hereby adopt, declare, covenant and stipulate that all lots in said High Oaks Place Plat III shall be subject to the restrictions hereinafter set forth and shall be conveyed by said Developer, its successors and assigns, subject to said restrictions, to wit:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and drives, patio, motor courts, walks and landscape plans 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 the Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in High Oaks Place, 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.
All landscape plans must be of a mature nature and approved in writing by Developer.

Section 2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the recorded plat, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include porches, verandas, portecochre, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent therein and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of High Oaks Place Plat III but only with the written consent of the Developer.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single family dwelling such garage to be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations,
agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in High Oaks Place Plat III until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by Developer.

Section 6. The location of any and all driveways shall and remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in High Oaks Place Plat III, except as now located or determined in writing by the Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 7. No structure or any part thereof shall be erected, placed or maintained on any lot in High Oaks Place Plat III, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not 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 any lot 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 any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor.
and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 8. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards, wherever erected, must have clear, see-thru, backboards and `--k poles and shall be approved by Developer.

All swingsets must be wooden. No metal swingsets are allowed.

Section 9. In connection with the provisions contained in Section 6 above, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its adjustment, do material damage to any abutting or adjacent property.

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 utility facilities together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of the front, rear and sides of each lot, as shown on the plat of High Oaks Place Plat III, designed as utility right-of-ways, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, or any
other public utility facilities, together with the necessary or proper
incidents and appurtenances. No building or other structure, or any part
thereof, shall be erected or maintained upon any part of the property in
High Oaks Place Plat III, over or upon which easements for the installation
and maintenance of public utilities and storm sewers will be or have been
granted.

Section 12. No spiritous, vinous or fermented liquors of any kind
shall be manufactured or sold, either at wholesale or retail, upon any lot;
no industry, business or trade occupation or profession of any kind shall
be conducted, maintained or permitted upon any lot. No well for gas,
water, oil or other substance, (except water wells for underground
sprinkling systems which shall have all parts, including, but not limited
to, well points, well casings, all pumps, wires conduits and pipes shall be
totally concealed underground, the location of said lawn sprinkler wells
shall be approved by Developer) shall at any time, whether intended for
temporary or permanent purpose, be erected, placed or suffered to remain
upon any lot; nor shall any lot 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 lot. No pole, or overhead or exposed wires,
whether for use in connection with radio, telephone, television, electric
light or any other purpose, shall be erected, placed or suffered to remain
upon any lot or upon or visible from the outside of said dwelling without
the consent of Developer first having been obtained. No signs of any
character, other than the sales or rental of a dwelling located on said lot
on which such sign is located, shall be erected, placed or posted or
otherwise displayed on or about any lot without the written permission of
Developer. The Developer shall have the right and discretion to prohibit,
restrict or control the size, construction, materials, location and height
of all such signs. The right is reserved by Developer to erect and place
signs on any unsold lots in High Oaks Place Plat III.

Section 13. Other than dogs, cats or birds, all of which shall be
maintained within the dwelling so as not to unreasonably disturb neighbors,
the maintenance or harboring of any other animals is expressly prohibited in High Oaks Place Plat III.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No more than one dryer may be used for each dwelling house. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 15. Any commercial vehicle, boat, house, car, trailer or other similar housing device if stored on any lot in High Oaks Place Plat III shall be housed within a garage. Within the High Oaks Place Plat III area we request no residence cars be parked on street within the right-of-way.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, scrap, iron, wood, building materials, landscape materials, paper, glass, or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning of construction.

Section 17. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 18. Trash collection is to be provided by one private company who will contract to do the entire subdivision on the same day. All cans are to be placed at the garage door and will be returned to the same place by the trash collector. There is to be no trash at the street. Developer will provide name of company contracted with to serve entire subdivision.
Section 19. Leaves are not permitted to be piled on any portion of pavement or within right-of-way; they should be removed at the time of clean up. This service is provided by several competent lawn care companies. Names can be provided by Developer.

Section 20. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein or within the Architectural or Landscape Control Guidelines shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 21. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developer.

Section 22. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 23. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other such action
by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

Section 24. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of High Oaks Place Plat III be strictly uniform in appearance with respect thereto. The owner of a residential lot shall purchase and maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

Section 25. On every non-corner lot within the Subdivision, there shall be a minimum of five (5) trees located between the street and the front of the dwelling. Corner lots shall have a minimum of eight (8) trees. If needed, such trees shall be planted at the lot owners' expense and such trees shall be a minimum of five (5) feet in height.

Section 26. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of the Developer shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by the Developer provided such "split rail" fences are not erected nearer to any street than the building set back line or lines shown on the plat of this subdivision.

Section 27. Any person cleaning their own lot and depositing debris from said cleanup within the public areas (islands and right-of-way) are in violation of Public Ordinances. Cleanup required by an outside service will be billed to the parties responsible. If these parties are unknown, such cleanup will become the financial responsibility of the Homeowners' Association and borne equally among all residents.
Section 28. Each dwelling is to have a yard light permanently hot wired and equipped with a light sensing device. All lights within the subdivision will illuminate at dusk and turn off at dawn. All lights are to be uniform in design, color and manufacture and are to be selected by the Developer. Lights are to be installed prior to occupancy. The source and price of said fixtures will be supplied by the Developer and are to be purchased and installed by the homeowner or his builder.

ARTICLE TWO

Section 1. Upon the sale of two-thirds (2/3) or more of the lots in the plat of High Oaks Place Plat III, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "High Oaks Place Plat III Property Owners' Association", and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property shall at all times be maintained subject to such rules and regulations.

Section 3. Developer shall by an instrument in writing, in the nature of an assignment, vest the Association, and when formed, with rights, privileges and powers herein retained by the Developer, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

Section 4. The owners of all lots in the plat shall be subject to the Code Of Regulations of High Oaks Place Plat III Property Owners' Association and all rules and regulations enacted by said Association,
which Code of Regulations is attached hereto as Exhibit A and made a part hereof by reference.

Section 1. Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdictional rights and powers of Developer and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of the 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 Developer, its successors or assigns, or the Association, the right(s) 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 lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association not thereby deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Developer, its successors or assigns, or by the Association.

Section 2. These covenants and restrictions shall run with the land and be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended prior to January 1, 2000 with written approval of the then owners of not less than two-thirds (2/3) of the lots in High Oaks Place Plat III, 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, 2000,
and may be amended or terminated thereafter with the written approval of
the owners of not less than two-thirds (2/3) of the lots in High Oaks Place
Plat III, upon the filing of an instrument as aforesaid with the Recorder
of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or
waived by any failure to enforce the provisions hereof, no matter how many
breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of a
 provision shall not impair or affect in any manner, the validity,
 enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by
the Association acquiring the rights and benefits of Developer shall be
deemed as violation of this Declaration and may be enjoined as herein
provided. The rights, privileges and powers herein retained by Developer
shall be assignable to and shall inure to the benefit of its successors and
assigns.
WITNESSES:

Marvin Bagwell

Sherri B. Martin

By: Kenneth I. White, Sr., Executive Vice President

David A. Marker, Treasurer

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 17th day of April, 1989, by Kenneth I. White, Sr., Executive Vice President and David A. Marker, Treasurer of Louisville Title Agency for N. W. Ohio, Inc., Trustee, an Ohio Corporation on behalf of the corporation.

Notary Public

MARCIA RICHARDSON
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1990

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 13th day of April, 1989.

WITNESSES:

Cathy Coulter

J. ioanne W. Rose, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 13th day of April, 1989, by Ronald W. Rose, Jr., President of High Oaks Development Corp., an Ohio corporation on behalf of the corporation.

Notary Public

JACQUELINE M. CORNELL
Notary Public, State of Ohio
My Commission Expires 10/10/90

89 510B07
RECEIVED & Recorded

APR 17 1989 2:50PM

BILL COPELAND
Recorder, Lucas County, Ohio
ASSIGNMENT AGREEMENT

THIS AGREEMENT entered into this ___ day of February, 1991, by and between Louisville Title Agency for N.W. Ohio, Inc., Trustee for High Oaks Development Corp. and High Oaks Development Corp. as Assignors and Ohio Citizens Bank, as Assignee.

WHEREAS, High Oak Development Company is the Developer of High Oaks Plat III pursuant to Declaration of Restrictions recorded in Volume 122 of Plats, Page 88; in the Office of the Lucas County Recorder.

WHEREAS, Ohio Citizens Bank is taking title to certain lots remaining unsold, said lots being set forth in Exhibit "A" which is attached hereto and made a part hereof the same as if fully rewritten herein;

WHEREAS, as a condition of Ohio Citizens Bank accepting title to said lots, they require that the Developer, High Oaks Development Corp., assigns, convey and relinquish its rights as Developer in favor of Ohio Citizens Bank as Assignor, therefore, it is mutually agreed to by and between the parties as follows:

1. ASSIGNMENT: Louisville Title Agency for N.W. Ohio, Inc., Trustee, as title holder, and High Oaks Development Corp. as Developer hereby assign, convey and relinquish any interest they may have in and to High Oaks Plat III as title holder and Developer, respectfully and convey the rights of the Developer under the Declaration of Restrictions to Ohio Citizens Bank, its successors and assigns.

2. EXERCISE OF RIGHTS OF DEVELOPER: Upon the execution of this Agreement, Ohio Citizens Bank, as Assignee, has the right to exercise the rights of the
Developer under the Declaration of Restrictions as though Ohio Citizens Bank was the original named Developer.

3. NON-ASSUMPTION OF LIABILITIES AND DEBTS: By the execution of this Assignment, Ohio Citizens Bank does not assume any liabilities or claims against Louisville Title Agency for N.W. Ohio, Inc., Trustee as title holder or High Oaks Development Corp. as Developer, nor does it assume the responsibility for the payment of any debts or obligations of High Oaks Development Corp., and further that Louisville Title Agency of N.W. Ohio, Inc., Trustee and High Oaks Development Corp. shall not be subject to any liability by any actions or inactions of Ohio Citizens Bank as the successor Developer of High Oaks Plat III.

IN WITNESS WHEREOF, the parties to this Agreement have executed this instrument the day and year first referred to herein above.

WITNESSED:

HIGH OAKS DEVELOPMENT CORP., an Ohio Corporation, Assignor

By: 

By: 

By: 

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., Trustee, Assignor

By: 

By: 

By: 

2 91 0184D08
STATE OF OHIO
)       SS:
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 5th day of February, 1991 by Terrance J. Degnan and Craig E. Jones as Sr. V.P. and Sr. V.P. of Ohio Citizens Bank, who personally appeared and being duly sworn, acknowledged the execution hereof on behalf of the corporation as their voluntary act and deed and as such officer.

JAMES R. THORNBURY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Dec. 18, 1995
STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 6th day of February, 1991 by Kerwin I. White, Sr. and David A. Martin, Trustees as Exec. Vice Pres. and Treasurer, respectively of Louisville Title Agency for N.W. Ohio, Inc., who personally appeared and being duly sworn, acknowledged the execution hereof on behalf of the corporation as their voluntary act and deed and as such officer.

Leslie L. Rine  
Notary Public

Leslie L. Rine  
Notary Public, State of C.  
My Commission Expires June 14, 1991

THIS INSTRUMENT PREPARED BY:

Barry E. Savage  
Attorney at Law  
1850 Ohio Citizens Bank Building  
Toledo, Ohio 43604  
(419) 255-4355
Lots numbers one (1), two (2), three (3), four (4), five (5), six (6), ten (10) and eleven (11) in High Oaks Place Plat Three, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Volume 122 of Plats, page 88.

RECEIVED & RECORDED
FEB 22 1991 931 AP
SUE RIoux
RECORDER, LUCAS COUNTY, OHIO

91 0184D11
ASSIGNMENT AGREEMENT

THIS AGREEMENT entered into this 12th day of April, 1991, by and between Ohio Citizens Bank, a Banking corporation, sometimes referred to hereinafter as "Assignor", and Mercurio Developers, Inc., an Ohio corporation, sometimes referred to hereinafter as "Assignee".

P.O. BOX 841, SYLVANIA, OH 43560

WHEREAS, Ohio Citizens Bank is the owner of certain property located in High Oaks Place Plat III and the successor developer pursuant to a Declaration of Restrictions recorded in Volume 122 of Plats, Page 88 in the Office of the Lucas County Recorder as described in Exhibit "A", which is attached hereto and made a part hereof.

WHEREAS, as a condition of Mercurio Developers, Inc. accepting title to said lots, they require that Ohio Citizens Bank assign, convey and relinquish its rights and interest as a developer in High Oaks Plat III in favor of Mercurio Developers, Inc.

NOW, THEREFORE, it is mutually agreed to by and between the parties as follows:

1. ASSIGNMENT: Ohio Citizens Bank, as title holder of the real property described in Exhibit "A" and as Assignee of the developer rights, pursuant to an Assignment instrument recorded in the Office of the Lucas County Recorder on February 22, 1991, Recording Reference 91-0184D07 of Mortgages, Ohio Citizens Bank hereby assigns, conveys and relinquishes any interest it may have in and to the developers rights with respect to High Oaks Plat III under the Declaration of Restrictions referred to above to Mercurio Developers, Inc., its successors and assigns.
2. **EXERCISE OF RIGHTS OF DEVELOPER:** Upon the execution of this Agreement, Mercurio Developers, Inc. as Assignee has a right to exercise its right as developer under the Declaration of Restrictions as though Mercurio Developers, Inc. was the original named developer.

3. **INDEMNITY:** Mercurio Developers, Inc. as Assignee of Ohio Citizens Bank, does hereby agree to indemnify and save Ohio Citizens Bank harmless from any and all claims, causes of actions or demands that may arise by virtue of Mercurio Developers, Inc. exercising the rights of the developer as the developer of the real property in High Oaks Plat III, which is described in Exhibit "A" and made a part hereof the same as if fully rewritten herein, and the indemnity shall survive closing, and Assignee shall assume no liabilities for debts incurred prior to the date hereof, with respect to the subject property.

**IN WITNESS WHEREOF,** the parties to this Agreement have executed this instrument the day and year first referred to hereinafore.

**WITNESSED:**

Mercurio Developers, Inc.

**OHIO CITIZENS BANK**

By: ________________________________

By: ________________________________

**MERCURIO DEVELOPERS, INC.**

By: ________________________________

Joseph J. Mercurio, President
STATE OF OHIO  
)          
SS:
COUNTY OF LUCAS  
)

The foregoing instrument was acknowledged before me this 16th day of April, 1991, by Joseph J. Mercurio, President of Mercurio Developers, Inc., who personally appeared and being duly sworn, acknowledged the execution hereof on behalf of the corporation as their voluntary act and deed and as such officer.

Notary Public
BONITA L. CRIDER
Notary Public, State of Ohio
My Commission Expires Jan. 29, 1995

State of Ohio  
)          
SS:
COUNTY OF LUCAS  
)

The foregoing instrument was acknowledged before me this 16th day of April, 1991, by Joseph J. Mercurio as President of Mercurio Developers, Inc., who personally appeared and being duly sworn, acknowledged the execution hereof on behalf of the corporation as their voluntary act and deed and as such officer.

Notary Public
BONITA L. CRIDER
Notary Public, State of Ohio
My Commission Expires Jan. 29, 1995

This instrument prepared by:

Barry E. Savage
Attorney at Law
1850 Ohio Citizens Bank Bldg.
Toledo, Ohio 43604
(419) 255-4355
DESCRIPTION

Lots numbers one (1), two (2), three (3), four (4), five (5), six (6), ten (10) and eleven (11) in High Oaks Place, Plat Three, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Volume 122 of Plats, page 89.

Mail To
Messrs Development Inc.
P.O. Box 241
Lynds, OH 43560

RECEIVED & RECORDED

APR 16 1991 5:02 P.M.
SUE RIoux
RECORDERS,LUCAS COUNTY,OHIO

91 0427802