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
APPLICABLE TO LOTS IN IMPERIAL WOODS, AN ADDITION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

Residential Development Corporation, an Ohio corporation, hereinafter referred to as the "Company", the owner in fee simple of all of the lots in Imperial Woods except Lot Number 62 thereof, and The Ohio Citizens Trust Company, Trustee, the owner in fee simple of Lot Number 62 in said Subdivision, except that portion thereof heretofore conveyed to Tremarco Corporation by deed recorded in Volume 1636, at page 341, of the Records of Deeds of Lucas County, Ohio, all of said lots or portions thereof being hereinafter referred to as the "Plat", desire to and do hereby make known the restrictions, conditions, covenants and agreements subject to which all of said lots in said Subdivision, excepting that part of said Lot 62 heretofore conveyed to Tremarco Corporation as hereinbefore set forth, shall be held and conveyed by the said owners, their successors and assigns.

Said restrictions, conditions, covenants and agreements are as follows:

1. Building lines for the lots in said Plat are designated on the recorded plat thereof. No building, or any part thereof, shall be erected, or maintained on any part of said lots closer to any street than said building lines; provided, however, that unenclosed porches may extend not more than ten (10) feet beyond said building lines.

2. A minimum free or open space of not less than five (5) feet shall be maintained on each side of every plot built upon, which free or open space shall extend the full depth of the plot and no part of any building shall encroach upon such free space.

3. All building plots in said Plat shall be used for residence purposes only, and no more than one residence for occupancy by one family shall be built upon any one building plot.

4. No basement or garage shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

5. There shall not be erected, permitted or maintained on any lot in
said Plat, any stable, cattleyard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, sheep, goats, cattle or other live stock or noxious, dangerous or offensive thing whether of the character of those herein enumerated or otherwise, be permitted or maintained thereon.

6. No building, fence, wall, sign, or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which have been submitted to the Company, its successors or assigns and the Company's approval thereof has been endorsed thereon in writing.

7. The Company hereby reserves for itself and its successors and assigns the right to use and permit the use of those portions of said Plat, designated on the recorded plat thereof as reservations, rights of way, streets, lanes and boulevards for the construction and maintenance of public or quasi-public utilities or functions.

8. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company, and/or the owner of any land included in said Plat, and failure by the Company or any land owner, however long continued, to object to any violation, or to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

9. The Company hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, easements and agreements herein contained, as to any part of said Plat then owned by the Company, provided that the Company first obtains the consent of the owners of a majority of the lots in said Plat.

10. All the restrictions herein contained shall be construed together, but if it shall be held that any restriction, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restrictions, or any part thereof, shall be affected or impaired.
11. The aforesaid restrictions shall be in full force and effect until the first day of January, 1985, and shall continue in full force and effect after January 1, 1985 until such time as the owners of not less than 51% of the lots in said Plat shall sign, execute, acknowledge and file for record appropriate instruments in writing, altering, amending, or terminating such restrictions.

The Ohio Citizens Trust Company, Trustee, has a mortgage lien against said Plat, is fully advised of the nature and extent of the foregoing Declaration of Restrictions and by its execution of this Declaration, has consented to the adoption thereof.

IN TESTIMONY WHEREOF, Residential Development Corporation, by Donald J. Scholz, its President, and Daniel W. Sydlaska, its Secretary, thereunto duly authorized, has hereunto set its hand and The Ohio Citizens Trust Company, Trustee, by William S. Miller, its Assistant Vice President, and Lester S. Fought, its Assistant Secretary, thereunto duly authorized, has hereunto set its hand this 6th day of August, 1956.

Signed by Residential Development Corporation, by Donald J. Scholz, President and Daniel W. Sydlaska, Secretary, with corporate seal.

Two witnesses.

Signed by The Ohio Citizens Trust Company, Trustee, by William S. Miller, Asst. Vice-President and L. S. Fought, Asst. Secretary, with corporate seal.

Two witnesses.

Acknowledged August 6th 1956 by Residential Development Corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Acknowledged January 28th 1957 by The Ohio Citizens Trust Company, Trustee, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record January 30th 1957 and recorded in Volume 1829 of Mortgages, page 402.
ASSIGNMENT AND AGREEMENT

Each of the undersigned owns the real property in IMPERIAL WOODS, a Subdivision in the City of Toledo, Lucas County, Ohio, described on attached Exhibit A following the name of such person.

In consideration of the execution of this Agreement by the other parties, each of the undersigned, for herself or himself, and for her or his heirs, executors, administrators and assigns, hereby irrevocably assigns and transfers to THE TITLE GUARANTEE & TRUST COMPANY, Trustee under Trust Agreement dated April 14, 1982, a copy of which is attached as Exhibit B, and to its successors in trust, all of the rights of the undersigned to sign, execute, acknowledge and file for record appropriate instruments, writing altering, amending or terminating the restrictions set forth in DECLARATION OF RESTRICTIONS APPLICABLE TO LOTS IN IMPERIAL WOODS, AN ADDITION TO SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO recorded January 10, 1957 in Volume 1829 of Mortgages, page 402, as such restrictions relate to the use of Lot 82, Imperial Woods (except that portion thereof conveyed to Tremarco Corporation by deed recorded in Volume 1636 of Deeds, page 341), and each of the undersigned covenants and agrees that in the event of the sale, assignent or transfer by the undersigned of any interest of the undersigned in her or his real property in IMPERIAL WOODS, the instrument of sale, assignment or transfer will be subject, and contain a specific reference, to this ASSIGNMENT AND AGREEMENT, which shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any land in the Plat of Imperial Woods except Lot 82.

Executed at Toledo, Ohio on the date set forth after the name of each party.

In the presence of:

Richard A.来回


Lucas County, Ohio

The foregoing instrument was acknowledged before me this 14th day of Apr., 1982 by Mary M. Robison.

Notary Public
In the presence of:

Shirley A. Hof

Mary Grace Peck

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 10th day of July, 1982 by Thomas E. Peck and Mary Grace Peck, husband and wife.

James H. Fox

Notary Public

In the presence of:

James H. Fox

Steve J. Katic

Rosalind C. Katic

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 27th day of April, 1982 by Steve J. Katic and Rosalind C. Katic, husband and wife.

James H. Fox

Notary Public

In the presence of:

Shirley O. Hahn

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 13th day of July, 1982 by Shirley O. Hahn.

James H. Fox

Notary Public

In the presence of:

Raymond H. Davis

Ethel T. Davis

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 10th day of July, 1982 by Raymond H. Davis and Ethel T. Davis, husband and wife.

Notary Public
In the presence of:

Irving H. Kempner

Harcia H. Kempner

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Irving H. Kempner and Harcia H. Kempner, husband and wife.

Notary Public

In the presence of:

Jack Golob

Hazel Golob

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Jack Golob and Hazel Golob, husband and wife.

Notary Public

In the presence of:

Thomas A. Adams

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Thomas A. Adams.

Notary Public

In the presence of:

James D. Appling

Marjorie A. Appling

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of July, 1982 by Glen D. Appling and Marjorie A. Appling, husband and wife.

Notary Public

James W. Fox, State of O,

Notary Public
In the presence of:

Shirley S. Top

Lancaster County, Ohio

The foregoing instrument was acknowledged before me this 29th day of April, 1982 by Charles S. Lynch and Elizabeth A. Lynch, husband and wife.

James H. Fox
Notary Public

In the presence of:

A.M. Hummel

Lancaster County, Ohio

The foregoing instrument was acknowledged before me this 29th day of April, 1982 by Dorothy M. McHenry.

James H. Fox
Notary Public

In the presence of:

Adnan A. Huquddam

Lancaster County, Ohio

The foregoing instrument was acknowledged before me this 29th day of April, 1982 by Adnan A. Huquddam and Katherine A. Huquddam, husband and wife.

James H. Fox
Notary Public

Gary E. Wagner

Chellie B. Suddath Wagner

Lancaster County, Ohio

The foregoing instrument was acknowledged before me this 29th day of April, 1982 by Gary E. Wagner and Chellie B. Suddath Wagner, husband and wife.

Notary Public
In the presence of:

Joy Edelen,  
Shirley A. Fox 1974-1982

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 27th day of April, 1982 by James H. Fox, husband and wife.

[Signature]

In the presence of:

Connie M. Swartz  
Connie M. Swartz April 12, 1982

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 27th day of April, 1982 by Connie M. Swartz.

[Signature]

In the presence of:

James Waltz  
Dianne R. Waltz April 12, 1982

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 27th day of April, 1982 by James Waltz and Dianne R. Waltz, husband and wife.

[Signature]

In the presence of:

B.J. Haunert  
Walter C. Wells April 27, 1982

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 27th day of April, 1982 by Walter C. Wells and Norma J. Wells, husband and wife.

[Signature]
The foregoing instrument was acknowledged before me this 12th day of December, 1982, by Timothy Bortner.

In the presence of:

Connie M. Swartz

The foregoing instrument was acknowledged before me this ___ day of ______, 1982 by ________________________

Notary Public

In the presence of:

Connie M. Swartz
In the presence of:

Harriett B. Kennedy

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of May, 1982 by Harriett B. Kennedy.

Notary Public

In the presence of:

William Fetter

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of May, 1982 by Gertrude S. Fetter.

Notary Public

In the presence of:

John H. Cook

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of May, 1982 by John H. Cook.

Notary Public

In the presence of:

Gaylord R. Wallace

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of May, 1982 by Gaylord R. Wallace and Bettie J. Wallace,
husband and wife.

Notary Public
In the presence of:

W. Ellis Wafke
Shirley A. Wafke

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by W. Ellis Wafke and Shirley A. Wafke, husband and wife.

Notary Public

In the presence of:

James F. Ferrella
Aralina D. Ferrella

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by James F. Ferrella and Aralina D. Ferrella, husband and wife.

Notary Public

In the presence of:

Charles A. Leslie, Jr.

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Charles A. Leslie, Jr.

Notary Public

In the presence of:

[Signatures]
Grace A. Cole
Grace A. Cole August 1982

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Grace A. Cole.

Notary Public
In the presence of: ____________________________

Harriett B. Kennedy

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of ______, 1982 by Harriett B. Kennedy.

Notary Public

In the presence of: ____________________________

Gertrude S. Feters

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of ______, 1982 by Gertrude S. Feters.

Notary Public

In the presence of: ____________________________

John H. Cook

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of ______, 1982 by John H. Cook.

Notary Public

In the presence of: ____________________________

Gaylord R. Wallace
Bettie J. Wallace

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 12th day of July, 1982 by Gaylord R. Wallace and Bettie J. Wallace, husband and wife.

Notary Public

Date: July 12, 1982

Wesley M. King, Notary Public

Lucas County, Ohio
In the presence of: Harriett B. Kennedy
Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Harriett B. Kennedy.

Notary Public

In the presence of: Gertrude S. Fetters
Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Gertrude S. Fetters.

Notary Public

In the presence of: John H. Cook
Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by John H. Cook.

Notary Public

In the presence of: Gaylord R. Wallace
Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Gaylord R. Wallace and Bettie J. Wallace, husband and wife.

Notary Public
In the presence of:

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 18 day of May, 1982 by Richard J. Borragard and Ruth Muriel Borragard, husband and wife.

Notary Public

In the presence of:

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 18 day of May, 1982 by George J. Leist.

Notary Public

In the presence of:

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 18 day of May, 1982 by Roger J. Fisher and Edith Lynn Fisher, husband and wife.

Notary Public

In the presence of:

Christopher F. Amberg

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 18 day of May, 1982 by Christopher F. Amberg and Marilyn G. Amberg, husband and wife.

Notary Public
In the presence of:

__________________________________________

Clarence H. Balott

Lucas County, Ohio

The foregoing instrument was acknowledged before me this ______ day of ______, 1982 by Clarence H. Balott, Notary Public.

In the presence of:

__________________________________________

Warner W. Plachs

Lucas County, Ohio

The foregoing instrument was acknowledged before me this ______ day of ______, 1982 by Warner W. Plachs and Patricia A. Plachs, husband and wife.

In the presence of:

__________________________________________

Floyd Brown

Lucas County, Ohio

The foregoing instrument was acknowledged before me this ______ day of ______, 1982 by Floyd Brown and Helen D. Brown, husband and wife.

In the presence of:

__________________________________________

Alfred W. Reiser

Lucas County, Ohio

The foregoing instrument was acknowledged before me this ______ day of ______, 1982 by Alfred W. Reiser and Rita A. Reiser, husband and wife.

Notary Public
In the presence of:  

Clarence R. Hulseth  

Lucas County, Ohio  

The foregoing instrument was acknowledged before me this 18 day of  
1982 by Clarence R. Hulseth.  

In the presence of:  

Warner W. Flahs  

Lucas County, Ohio  

The foregoing instrument was acknowledged before me this 18 day of  

In the presence of:  

Floyd Brown  

Lucas County, Ohio  

The foregoing instrument was acknowledged before me this 18 day of  
1982 by Floyd Brown and Helen D. Brown, husband and wife.  

In the presence of:  

Alfred W. Keiser  

Lucas County, Ohio  

The foregoing instrument was acknowledged before me this 21st  
day of July, 1982 by Alfred W. Keiser and Rita A. Keiser, husband and  
wife.  

Notary Public  

James H. Fox  
STATE OF OHIO  
RECEIVED FOR PAYMENT
In the presence of:  

Diana Vlyty  
Michael R. Skylt
Lora Nkbt  
Linda K. Skylt

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of May 11, 1982 by Michael R. Skylt and Linda K. Skylt, husband
and wife.

Notary Public

In the presence of:

Jean E. Ehiell

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of , 1982 by Jean E. Ehiell.

Notary Public

In the presence of:

Audie L. Winne

Lucas County, Ohio

The foregoing instrument was acknowledged before me this
day of , 1982 by Audie L. Winne.

Notary Public
In the presence of:  
Alice E. Lapsansky
Lucas County, Ohio

The foregoing instrument was acknowledged before me this  
day of  
1982 by Alice E. Lapsansky.

In the presence of:  
Josie A. Fyfe
Lucas County, Ohio

The foregoing instrument was acknowledged before me this  
day of July, 1982 by Peter T. Swartzbaugh and Ruth L. Swartzbaugh,  
husband and wife.

In the presence of:  
Norman C. Platz
Susanne G. Platz
Lucas County, Ohio

The foregoing instrument was acknowledged before me this  
day of  
1982 by Norman C. Platz and Susanne G. Platz, husband and  
wife.

In the presence of:  
B. Dwight Fuerst
Lucas County, Ohio

The foregoing instrument was acknowledged before me this  
day of  
1982 by B. Dwight Fuerst.

Notary Public

Notary Public STATE OF OHIO

James H. ELLISON  NOTARY PUBLIC
In the presence of: Alice E. Lapsansky

Lucas County, Ohio,

The foregoing instrument was acknowledged before me this 1982 by Alice E. Lapsansky.

Notary Public

In the presence of: Peter T. Swartzbaugh

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Peter T. Swartzbaugh.

Notary Public

In the presence of: Ruth L. Swartzbaugh

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Ruth L. Swartzbaugh, husband and wife.

Notary Public

In the presence of: Norman C. Platz.

Lucas County, Ohio

The foregoing instrument was acknowledged before me this day of 1982 by Norman C. Platz and Susanne C. Platz, husband and wife.

Notary Public

In the presence of: H. Dwight Fuerst

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 1982 by H. Dwight Fuerst.

Notary Public
Lucas County, Ohio

The foregoing instrument was acknowledged before me this 26th day of July, 1982 by Michael K. Smythe and Linda K. Smythe, husband and wife.

In the presence of:

Michael K. Smythe

Lisa K. Smythe

Notary Public

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 26th day of July, 1982 by Audie L. Winnes.

In the presence of:

Audie L. Winnes

Notary Public

Lucas County, Ohio

The foregoing instrument was acknowledged before me this 6th day of July, 1982 by Perry L. Johnson.

In the presence of:

Perry L. Johnson

Marilyn R. Johnson

Land contract purchaser from Jean E. Elwell

Lucas County, Ohio
In the presence of:

Michael R. Saythe

Linda K. Saythe

Lucas County, Ohio

The foregoing instrument was acknowledged before me this__ day of __, 19__ by Michael R. Saythe and Linda K. Saythe, husband and wife.

Notary Public

In the presence of:

Jean E. Elwell

Lucas County, Ohio

The foregoing instrument was acknowledged before me this__, day of __, 19__. by Jean E. Elwell.

Notary Public

In the presence of:

John P. Jaqua

Audie L. Winnes

Lucas County, Ohio

The foregoing instrument was acknowledged before me this___ day of __, 19__ by Audie L. Winnes.

Notary Public

James H. Fox
EXHIBIT A

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5 and west 20 feet of Lot 6

South 55 feet of Lot 6 and North 39 feet of Lot 7

South 39 feet of Lot 7 and North 51 feet of Lot 8

South 39 feet of Lot 8 and North 62 feet of Lot 9

South 23 feet of Lot 9 and Lot 10 except part in SR 475

Lot 19 except part in SR 475 and that part of the South 20 feet of Lot 37 lying west of the East Line of Lot 19 extended northerly

Lot 20 except part in SR 475 and that part of the South 20 feet of Lot 37 lying East of the West Line of Lot 20 extended northerly

Lot 21 except the South 26 feet measured along the West line

Lot 22 and South 18 feet of Lot 23

Lot 23

North 23 feet of Lot 23 and South 34 feet of Lot 24

North 44 feet of Lot 24 and South 47 feet of Lot 25

North 35 feet of Lot 25 and Lot 26 except Northeast 13 feet

Northeast 13 feet of Lot 26 and Lot 27

Lot 28

Lot 29

Lot 30

Lot 31 except South 10 feet

South 10 feet of Lot 31, Lot 32 and North 18 feet of Lot 33

C
Gertrude S. Fettet
Grace A. Cole
Clarence R. Hulott
John H. Cook
Gaylord R. and Bettie J. Wallace
Mary H. Robison
Richard J. and Ruth Muriel Borregard
George F. Leist
Warner W. and Patricia A. Flahs
Roger F. and Edith Lynn Fisher
Floyd and Helen D. Brown
Christopher P. and Marilyn G. Amberg
Alfred W. and Rita A. Reiser
Edna J. Hartwig
Michael R. and Linda K. Smythe
Larry J. Kasakowski
Scholz Homes, Inc.
James G. and Ethel R. Nassar
Elizabeth Eaton
Alice E. Lepanszky
Peter T. and Ruth L. Swartzbaugh
Connie M. Swartz
Timothy Lee Burtner
James H. and Shirley A. Fox
Jean E. Elwell
[Land contract purchaser Perry B. Johnson]
B. Dwight Fuerst
Audie L. Winnex

Lot 24, South 54 feet of Lot 34, and North 24 feet of Lot 35
South 58 feet of Lot 36 and North 32 feet of Lot 25
South 46 feet of Lot 35 and North 40 feet of Lot 36
South 35 feet of Lot 36 and North 55 feet of Lot 37
Lot 38 and South 20 feet of Lot 39
North 65 feet of Lot 39 and South 20 feet of Lot 40
North 56 feet of Lot 40 and South 31 feet of Lot 41
North 45 feet of Lot 41 and South 48 feet of Lot 42
North 28 feet of Lot 42 and South 62 feet of Lot 43
North 14 feet of Lot 43 and Lot 44
Lot 45
Lot 46
Lot 47
Lot 48
Lot 49
Lot 50 except East 8 feet
East 8 feet of Lot 50 and Lot 51 except East 8 feet
East 8 feet of Lot 51, Lot 52 and West 2 feet of Lot 53
Lot 53 except West 2 feet
Lot 54
Lot 55
Lot 56
Lot 57
Lot 58
Lot 59
Lot 60
Lot 61
49 parcels

[fiftieth parcel is Lot 62 except that part conveyed to Tremarco Corporation (the Gulf station)]
TRUST AGREEMENT

Dated April 16, 1982

MARY H. ROBINSON has assigned, and other owners of property in
IMPERIAL WOODS, TOLEDO, LUCAS COUNTY, OHIO will assign, to THE TITLE
GUARANTEE & TRUST COMPANY, "TRUSTEE," the rights set forth in the
attached form of ASSIGNMENT AND AGREEMENT, and Mary H. Robinson has paid
$50 to Trustee, in consideration of which Trustee will exercise such
rights in accordance with this Agreement.

IT IS THEREFORE AGREED:

1. Exercise of Rights

Trustee will exercise the rights assigned to it only after the
receipt of written instructions, executed with deed formalities, by the
owners of not less than twenty-six of the forty-nine parcels in Imperial
Woods listed in EXHIBIT A of the attached ASSIGNMENT AND AGREEMENT,
accompanied by the affidavit of each such owner stating the amount, if
any, which such owner has received or has been promised for such
instructions, and by the delivery of such amount if paid, or by the
assignment to Trustee of such amount if promised. Concurrent with the
receipt of all such amounts, Trustee shall exercise the rights as so
instructed, without warranty of any kind.

2. Distribution of Amounts Received

For its services under this Agreement Trustee shall retain the
first $100 of the amounts received under paragraph 1. To the extent
the amounts received exceed the amount to be retained by Trustee under
the preceding sentence Trustee shall distribute the next $8,549, being
twice the amount of the expenses of the residents of Imperial Woods in
the successful defense of an action brought by Frank W. Cubbon, Jr., et
al. against such residents, Case No. 79-2184 in the Court of Common
Please of Lucas County, Ohio, Case No. L-81-077 in the Court of Appeals
of Ohio, Sixth District, or such smaller amount of the receipts
remaining, to the persons listed in an Exhibit to be attached to this
Trust Agreement certified by a majority of James Fox, James Robinson,
Donald Swartz and James Waltz, reflecting the contributions of the
persons so listed, or to their respective heirs and assigns, each in such proportion as the amount set forth after the name of such person bears to $28,549. Trustee shall distribute any excess received over the amount to be retained by Trustee under the first sentence of this paragraph plus $28,549 share and share alike to the then owners of Lots 1, 2, 3, 4, 28, 29, 30, 49, 53, 54, 55, 56, 57, 58, 59, 60 and 61 in Imperial Woods.

3. Litigation

In the event an action is brought against Trustee, or an action is brought in which Trustee is a party defendant, with respect to the validity or the exercise of the rights assigned to Trustee under this Agreement, Trustee shall defend, or participate in the defense of any such action if it is in possession of the funds under this Agreement, or funds are guaranteed to it, in an amount reasonably satisfactory to it for the payment of its expenses of suit. If such funds are neither so provided or so guaranteed, Trustee may renounce all rights assigned to it under this Agreement, in which event such rights of each assignor shall revert to the then owner or owners of the property in Imperial Woods of such assignor.

4. Merger or Consolidation of Trustee

In the event the corporation acting as Trustee at any time becomes a part of any other corporation having appropriate powers or shall be merged or consolidated with any other such corporation or corporations into a new corporation having such powers, then such continuing corporation shall without further action be substituted as trustee with all rights and powers given to Trustee.

5. Resignation or Removal of Trustee

Trustee or any successor trustee may resign as trustee of the trust upon delivery of 30 days' written notice to the owners of the Lots listed in paragraph 1, and Trustee or any successor trustee may be removed at any time by delivery to such trustee of 30 days' written notice of such removal signed by the owners of not less than twenty-six of the forty-nine parcels described in paragraph 1.

6. Successor Trustee

In the event of the resignation or removal of Trustee or any successor trustee, the persons entitled to remove a trustee shall
appoint an Ohio corporation having appropriate powers as such successor trustee. If no such successor trustee is appointed within a reasonable time, Trustee or any interested person may make application to the Court of Common Pleas of Lucas County, Ohio for the appointment of such trustee. Upon such appointment and acceptance by the successor trustee and without further act on the part of any owner or on the part of its predecessor in trust, the successor trustee so appointed shall be substituted as trustee of the trust and shall become vested with all the right, title, power, discretion and duties of its predecessor in trust with like effect as though originally designated, and such predecessor trustee shall execute to any successor trustee such transfers, assignments and other instruments as may be necessary or proper to transfer the rights of such trustee to such successor trustee. No successor trustee shall be charged with or held responsible for any act or thing done or omitted by any predecessor trustee.

Executed at Toledo, Ohio
April 14, 1982 in two original counterparts.

Mary H. Robinson
THE TITLE GUARANTEE & TRUST
COMPANY, TRUSTEE

By John T. Bruce, Vice
And by Linda J. Quick, Sec.

This instrument prepared by: James J. Robinson
425 L-O-F Bldg.
Toledo, Ohio 43624

Q 83 571012
<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles S. and Elizabeth A. Lynch</td>
<td>$750</td>
</tr>
<tr>
<td>4311 Imperial Drive, Toledo, Ohio 43615</td>
<td></td>
</tr>
<tr>
<td>Steve J. and Rosalind G. Katich</td>
<td>750</td>
</tr>
<tr>
<td>1319 Imperial Drive, Toledo, Ohio 43615</td>
<td></td>
</tr>
<tr>
<td>Shirley G. Kahn</td>
<td>750</td>
</tr>
<tr>
<td>6355 Lane Drive, Colorado Springs, Colorado 80918</td>
<td></td>
</tr>
<tr>
<td>Jack and Hazel Golob</td>
<td>50</td>
</tr>
<tr>
<td>4367 Imperial Drive, Toledo, Ohio 43615</td>
<td></td>
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<tr>
<td>Glen D. and Marjorie A. Appling</td>
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<td>4383 Imperial Drive, Toledo, Ohio 43615</td>
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<tr>
<td>Walter C. and Nora J. Wells</td>
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<tr>
<td>Ronald E. and Mary Dale Gregg</td>
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<td>4394 Imperial Drive, Toledo, Ohio 43615</td>
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<tr>
<td>Harriett B. Kennedy</td>
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<tr>
<td>Elaine R. and James Waltz</td>
<td>790</td>
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<tr>
<td>6003 Hickory Trail, Sylvania, Ohio 43560</td>
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<tr>
<td>John and Elaine Bucay</td>
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<tr>
<td>5065 Brendan Way, Sylvania, Ohio 43560</td>
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<tr>
<td>Clyde Taylor</td>
<td>200</td>
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<tr>
<td>3474 Heritage Drive, Apt. 106, Etna, Minnesota 55435</td>
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</tr>
<tr>
<td>Gerald and Harlene Berger</td>
<td>60</td>
</tr>
<tr>
<td>4012 Hidden Valley Road, Chester, Virginia 23832</td>
<td></td>
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<tr>
<td>Gertrude S. Puttas</td>
<td>790</td>
</tr>
<tr>
<td>3860 Surrey Road, Toledo, Ohio 43615</td>
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<tr>
<td>Grace A. Co.</td>
<td>400</td>
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<tr>
<td>c/o The Toledo Trust Company</td>
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<tr>
<td>Attn: Gerald Miller</td>
<td></td>
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<tr>
<td>P.O. Box 1624, C.S.</td>
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<tr>
<td>Toledo, Ohio 43603</td>
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<tr>
<td>John F. Cook</td>
<td>200</td>
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<tr>
<td>309 Helm Lane, Apt. 304</td>
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<tr>
<td>Sulphur Springs, Texas 75482</td>
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<td>Gaylord R. and Berkle J. Wallace</td>
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<tr>
<td>3813 Surrey Road, Toledo, Ohio 43615</td>
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<tr>
<td>Mary H. Robinson</td>
<td>5,090</td>
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<tr>
<td>3631 Surrey Road, Toledo, Ohio 43615</td>
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</tbody>
</table>
Richard J. and Ruth Aurelia Burroward
3841 Surrey Road
Toledo, Ohio 43615

George F. Leistman
3847 Surrey Road
Toledo, Ohio 43615

Roger F. and Edith Lynn Fisher
3901 Surrey Road
Toledo, Ohio 43615

Christopher P. and Marilyn G. Asberg
3915 Surrey Road
Toledo, Ohio 43615

Alfred W. and Rita A. Reizer
3921 Surrey Road
Toledo, Ohio 43615

Michael R. and Linda K. Smyth
4125 Sheraton Road
Toledo, Ohio 43606

Alice E. Lapsansky
4353 Sylvania
Toledo, Ohio 43623

Peter T. and Ruth L. Swartzbaugh
3946 Lordonderry Lane
Toledo, Ohio 43615

Connie M. Swartz
4331 Imperial Drive
Toledo, Ohio 43615

James H. and Shirley A. Fox
3916 Lordonderry Lane
Toledo, Ohio 43615

Jean E. Elwell
6818 Woodmeadow
Toledo, Ohio 43617

B. Dwight Fuerst
4312 Imperial Drive
Toledo, Ohio 43615

Audie L. Winnes
4302 Imperial Drive
Toledo, Ohio 43615

Imperial Woods Association
C/O Ronald Swartz
4331 Imperial Drive
Toledo, Ohio 43615

TOTAL $26,495

The undersigned hereby certify that the foregoing list correctly reflects the contributions of the persons listed, each in that proportion as the amount set forth after the name of such person bears to $26,495.

[Signatures]

[Stamp: RECEIVED: 56:00]

[Stamp: RECORDED JUN 29 1983 15:59 PM Little Co.

[Stamp: 83 571F02]