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 JAMESFORD WOODS, PLAT I
A SUBDIVISION IN SYLVANIA,
TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, Louisville Title Agency of N.W. Ohio, Inc., an Ohio corporation, hereinafter called "Developer", is the owner in fee simple of all of the lots of JamesFord Woods Plat I, a Subdivision in Sylvania Township, Lucas County, Ohio, to-wit:

Lot numbers One (1) through Fifty-one (51) inclusive, all of which real estate is hereinafter for convenience referred to as "JamesFord Woods"; and

WHEREAS, Developer desires to establish a general plan for the development of JamesFord Woods and 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 does for itself and its successors and assigns hereby declare, covenant and stipulate that all of the lots as shown on the recorded Plat of JamesFord Woods, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns subject to the following restrictions:

Lot numbers One (1) thru six (6) inclusive and Forty-eight (48) thru Fifty-one (51) inclusive in JamesFord Woods may be used and occupied as two-family condominium residences, not to exceed two-and-one-half stories in height, hereinafter for convenience called "dwelling".
Lot numbers seven (7) thru forty-seven (47) shall be used and occupied solely for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

**ARTICLE ONE**

**Section 1.** No dwelling or any addition thereto or any alterations 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 color scheme therefor, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, 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 James Ford Woods, 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.

**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 setback line or lines shown upon the plat of said subdivision 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 in-
clude porches, verandas, portecochere, and other similar projections of said
dwelling.

Section 3. 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 families occupying said dwelling and the servants
thereof, nor unless, in the case of a single-family dwelling such garage be made
an integral part of said dwelling, nor unless nor until the size, location,
type, style or architecture, use, the materials of construction thereof, the
color scheme therefor, 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 4. The location of any and all driveways shall be 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 Jamesford Woods, except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 5. No structure or any part thereof shall be erected, placed or maintained on any lot in Jamesford Woods nearer to the front or street line or lines than the building setback line or lines shown upon the recorded plat of said subdivision. 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 upon 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 6. In connection with the provisions contained in Section 4
above, it is hereby provided that if, in the opinion of 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 judgment, do
material damage to any abutting or adjacent property.

Section 7. 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 8. 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 rear and sides of each lot, as
shown on the plat of JamesFord Woods designed as utility right-of-ways for the
construction, operation and maintenance of electric lights, telephone and tele-
graph poles, lines and conduits, and for water, gas and sewer 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 JamesFord Woods,
over or upon which easements for the installation and maintenance of public
utilities and storm sewers will be or have been granted.

Section 9. No spirituous, 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 sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of the 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 JamesFord Woods.
Section 10. Other than two (2) dogs, two (2) cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Jamesford Woods.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sunday or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. 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 12. Any commercial vehicle, boat, house car, trailer or other similar housing device if stored on any lot in Jamesford Woods shall be housed within a garage.

Section 13. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building 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 construction.
Section 14. 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 storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time, be established by the Developer.

Section 15. 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 as 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 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 16. 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 17. 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 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 18. Any owner who leases his lot or the improvements constructed thereon shall be required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Restrictions, the Association's Articles of Incorporation and By-Laws, if any, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days: provided, however, that the minimum initial term of any such lease shall be six (6) months.

Section 19. No "above-ground swimming pool" shall be constructed, installed, maintained, placed or otherwise located on any lot. For purposes hereof, "above ground swimming pool" shall mean any structure designed for the purpose of holding water for swimming or recreational purposes, any part of which (excluding ladders, safety devices, diving apparatus or similar accessories) extends above the finished grade of the lot by more than one (1) foot, regardless of whether any part of said pool is beneath said grade.
ARTICLE TWO

Section 1. Upon the completion and sale of not less than forty (40) dwellings in Jamesford Woods, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Jamesford Woods Property Owners' Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site except in the case of condominium units where each owner 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 or condominium unit owned by him or it; provided, however, that where title to a lot or condominium unit 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 (2/3rds) of its members may adopt such reasonable rules and regulations 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, and all parts of said property shall at all times be maintained subject to such rules and regulations.
Section 3. Developer at its discretion may by an instrument in writing, in the nature of an assignment, vest the Association, if 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.

ARTICLE THREE

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 jurisdiction, 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 this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer shall not thereby be 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 shall be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2005, 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 to January 1, 2005 with written approval of not less than two-thirds (2/3rds) of the then eligible voters as set forth in Article Two (2), Section One (1), of this Declaration of Restrictions for the lots and/or condominium units in JamesFord Woods, 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, 2005, 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 and/or condominium units in JamesFord Woods 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 violations or breaches may occur.

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

Section 5. Violation of any of the rules and regulations adopted by the Community Association acquiring the rights and benefits of Developer shall
be deemed a 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.

IN WITNESS WHEREOF, Louisville Title Agency of N.W. Ohio, Inc., an Ohio corporation, has hereunto set its hand this 14th day of March, 1986.

Signed and acknowledged in the presence of:

[Signature]

Louisville Title Agency of N.W. Ohio, Inc.
By
Kenneth I. White, Sr., Executive Vice President

John W. Martin, Vice President

STATE OF OHIO, COUNTY OF LUCAS, ss:

Before me a Notary Public in and for said County, personally appeared
Kenneth I. White, Sr., Executive Vice President, and John W. Martin, Vice President of the said Louisville Title Agency of N.W. Ohio, Inc., an Ohio corporation, who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Kenneth I. White, Sr., and John W. Martin as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of March, 1986.

[Signature]
Notary Public

This Instrument Prepared by:

Gerald L. Mills
Watkins, Bates & Handwork
1200 National Bank Building
Toledo, OH 43604-1157

RECEIVED & RECORDED
MAR 14 1986
10:30
Louisville Box
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
86 0299B01
CLARIFICATION OF RESTRICTIONS

This instrument executed this 25th day of May, 1986, WITNESSETH:

WHEREAS, on March 14, 1986, a certain Declaration of Restrictions as to Jamesford Woods, Plat I, a Subdivision in Sylvania Township, Lucas County, Ohio, were filed for record in the Lucas County, Ohio Recorder's Office as Mortgage Document No. 86-0259-A01, hereinafter referred to as "Restrictions";

AND WHEREAS, said Restrictions were executed by Louisville Title Agency for M.W. Ohio, Inc. in its capacity as "Trustee" and not as "Developer";

AND WHEREAS, the reference throughout said Restrictions to the word "Developer" should have read "Trustee";

NOW THEREFORE, in further consideration of the enhancement in the value of all of the lots in said Jamesford Woods, Plat I by reason of the adoption of said Restrictions, the undersigned does hereby clarify the word "developer", wherever same appears in said Restrictions to now read " Trustee" and the undersigned does hereby fully ratify and confirm said Restrictions as clarified herein.

WITNESSES:

[Signatures]

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

by: [Signatures]

Kenneth J. White, Sr., Executive Vice President

by: [Signature]

John W. Martin, Vice President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of May, 1986 by Kenneth J. White, Sr., Executive Vice President and John W. Martin, Vice President of Louisville Title Agency for M.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of said corporation.

RECEIVED & RECORDED

MAY 3 8 1986

[Notary Seal]

Notary Public, State of Ohio
My commission expires Nov. 22, 1986

[Signature]
21491
CLARIFICATION
of
RESTRICTIONS

This instrument executed this 28th day of July, 1986,
WITNESSETH:

WHEREAS, on March 14, 1986, a certain Declaration of
Restrictions as to Jamesford Woods, Plat I, a Subdivision in
Sylvania Township, Lucas County, Ohio, were filed for record in
the Lucas County, Ohio Recorder's Office as Mortgage Document
No. 86-0299-A01, hereinafter referred to as "Restrictions";

AND WHEREAS, said Restrictions were executed by Louisville
Title Agency for N.W. Ohio, Inc. in its capacity as "Trustee"
and not as "Developer";

AND WHEREAS, the reference throughout said Restrictions to
the word "Developer" should have read "Trustee";

NOW THEREFORE, in consideration of the enhancement in the
value of all of the lots in said Jamesford Woods, Plat I by reason
of the adoption of said Restrictions, the undersigned owner of
Lot number 34 in Jamesford Woods, Plat I, does hereby clarify
the word "Developer", wherever same appears in said Restrictions
to now read "Trustee" and the undersigned does hereby fully ratify
and confirm said Restrictions as clarified herein.

WITNESSES:

[Signature]
Kenneth M. Lord, Inc.

[Signature]
by: [Signature]
Kenneth M. Lord, President

STATE OF OHIO }  SS:
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this
28th day of July, 1986 by Kenneth M. Lord, President of Kenneth
M. Lord, Inc., an Ohio Corporation, on behalf of said corporation.

BARBARA L. WALLACE
Notary Public
Notary Public, State of Ohio
My commission expires Nov. 23, 1989

86 1057B10
CLARIFICATION OF RESTRICTIONS

This instrument executed this 27th day of July, 1986,

WITNESSETH:

WHEREAS, on March 14, 1986, a certain Declaration of Restrictions as to Jamesford Woods, Plat I, a Subdivision in Sylvania Township, Lucas County, Ohio, were filed for record in the Lucas County, Ohio Recorder's Office as Mortgage Document No. 85-0299-A01, hereinafter referred to as "Restrictions";

AND WHEREAS, said Restrictions were executed by Louisville Title Agency for N.W. Ohio, Inc. in its capacity as "Trustee" and not as "Developer";

AND WHEREAS, the reference throughout said Restrictions to the word "Developer" should have read "Trustee";

NOW THEREFORE, in consideration of the enhancement in the value of all of the lots in said Jamesford Woods, Plat I by reason of the adoption of said Restrictions, the undersigned owners of Lot number 30 in Jamesford Woods, Plat I, do hereby clarify the word "Developer", wherever same appears in said Restrictions to now read "Trustee" and the undersigned do hereby fully ratify and confirm said Restrictions as clarified herein.

WITNESSES:

Jackie Mayer
Paul J. Nissen
Mary K. Nissen

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 27th day of July, 1986 by Paul J. Nissen and Mary K. Nissen, husband and wife.

Notary Public

David L. Lowden
CLARIFICATION
of
RESTRICTIONS

This instrument executed this 23rd day of June, 1986,

WITNESSETH:

WHEREAS, on March 14, 1986, a certain Declaration of
Restrictions as to Jamesford Woods, Plat I, a Subdivision in
Sylvania Township, Lucas County, Ohio, were filed for record in
the Lucas County, Ohio Recorder's Office as Mortgage Document
No. 86-0299-A01, hereinafter referred to as "Restrictions";

AND WHEREAS, said Restrictions were executed by Louisville
Title Agency for N.W. Ohio, Inc. in its capacity as "Trustee"
and not as "Developer";

AND WHEREAS, the reference throughout said Restrictions to
the word "Developer" should have read "Trustee";

NOW THEREFORE, in consideration of the enhancement in the
value of all of the lots in said Jamesford Woods, Plat I by reason
of the adoption of said Restrictions, the undersigned owners of
Lot number 35 in Jamesford Woods, Plat I, do hereby clarify the
word "Developer", wherever same appears in said Restrictions to
now read "Trustee" and the undersigned do hereby fully ratify
and confirm said Restrictions as clarified herein.

WITNESSES:

[Signatures]

STATE OF OHIO     } SS:
COUNTY OF LUCAS   

The foregoing instrument was acknowledged before me this
23rd day of June, 1986 by Richard J. Brown and Judi A. Brown,
husband and wife.

[Notary Public Signature]
AFFIDAVIT OF FACTS TO CLARIFY
DECLARATION OF RESTRICTIONS
(Pursuant to O.R.C. Section 5301.252)

STATE OF OHIO
COUNTY OF LUCAS

Gerald L. Mills, being first duly sworn deposes and states as follows:

1. That I am an Attorney at Law, admitted to practice within the State of Ohio, and that I am actively engaged in the practice of law in Toledo, Ohio.

2. That in 1986, Habib U. Kahn, President of Harkan, Inc., an Ohio Corporation, retained me to prepare a declaration of restrictions, restricting the use of the following described parcel of real estate hereinafter referred to as "subject property" to wit:

Lot number one (1) through Lot number fifty-one (51) inclusive in Jamesford Woods, a Subdivision located in Sylvania Township, Lucas County, Ohio.

3. That at the time I was retained by Habib U. Kahn, President of Harkan, Inc., Harkan, Inc., held the beneficial interest in the subject property.

4. That in accordance with the instructions of Habib U. Kahn, President of Harkan, Inc., I prepared and drafted a Declaration of Restrictions restricting the use of the subject property.

5. That on the 14th day of March, 1986, Louisville Title Agency for N.W. Ohio, Inc., Trustee at the request of and on behalf of Harkan, Inc., holder of the beneficial interest in the subject property, executed and filed the aforementioned Declaration of Restrictions, said restrictions being recorded as Mortgage Document number 86-0299-A01.

6. That in preparing and drafting the aforementioned restrictions, it was my intent that said restrictions apply solely to the subject property.
7. That I have executed this Affidavit for the sole and only purpose of elucidating with clarity the facts surrounding the drafting and execution of the previously described Declaration of Restrictions.

Further affiant sayeth naught.

Gerald L. Mills

Sworn to before me and subscribed in my presence this 28th day of February, 1994.

Charles E. Bloom
Notary Public
State of Ohio
No Expiration

RECEIVED & RECORDED
Sue Rioux
Recorder, Lucas County, Ohio