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 LONE OAK PLAT I
A SUBDIVISION OF THE VILLAGE OF WHITEHOUSE
LUCAS COUNTY, OHIO

Residential Developers, Inc., a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 2505 Carriage Drive, Toledo, Ohio, (hereinafter designated as "Residential"), has caused to be duly laid out, approved, adopted and recorded in Volume 77, page 19, of the Plat Records of the County Recorder of Lucas County, Ohio, a certain plat, Lone Oak, Plat I, a Subdivision in the Village of Whitehouse, Lucas County, Ohio (hereinafter designated as "Lone Oak"). Residential is now the owner of all lots in said Plat, except lots sold to the Schells and Hickory Ridge Builders, Inc.; all owners propose to adopt restrictions as to the use thereof in order to preserve said addition as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of said plats and all of the lots thereof, and shall run with the land for the benefit of "Residential," "Schells," "Hickory Ridge Builders, Inc.", and all subsequent owners of lots in said Plat, and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be and are as follows:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1. The word "restrictions" or "restriction" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

4. The word "lot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.
6. The word "side yard" as used in this Declaration of Restrictions are intended to mean a yard between a building and the side line of the plot on which the building is located, and extending from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot line and the side of said building or any projections thereof.

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

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, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

8. No owner of any plot in the Plats shall subdivide the same or convey less than the whole of any lot or plot, without the expressed written consent of Residential Developers Inc.

9. 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.

10. If, in the opinion of Residential, the shape of, dimensions, number of structures or typography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Residential may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

ARTICLE II

USE OF LAND

1. Except as hereinafter provided, all the land in Lone Oak shall be used for residential purposes only and for no other purpose. No more than one residence shall be built upon any one plot.

2. Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building. Garages shall be attached (minimum two 2 car) to the residence, and their entrance to said garage shall not face the street, and said garages shall not be used for commercial or manufacturing purposes and shall not be used as
temporary residence quarters. No basement, recreational trailer, house trailer
or tent shall at any time be used or occupied as a residence, temporarily or
permanently, nor shall any residence or other structure of a temporary char-
cter be permitted on any lot, except that those structures approved by Residential
as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots
and plots shall be constructed with new, adequate and generally accepted building
materials, except that used brick may be utilized if the quality is good and approved
by Residential. No material other than stone, brick, stucco or cedar (except for
basements and interior walls) may be used on the exterior of said buildings.
All roofing shall be 330 lb. Timberline or equivalent and all fireplaces are to be
of a masonry construction.

4. No structure or building, or part thereof including porches, varandas,
or other projections other than roof overhangs from said buildings shall
be erected or maintained upon any lot or plot nearer the front, side street,
side plot lines or rear lines, than shown as building lines on the recorded
plat of Lone Oak, or as set forth hereinafter in this paragraph; and no
additions to any residence or garage shall be constructed or maintained upon
any plot after once established unless written approval of such addition
shall first have been obtained from Residential hereinafter provided.

5. All one (1) story or one and one-half (1½) story buildings shall not
have less than two thousand (2000) square feet of living area.

All two (2) story buildings shall have not less than twenty-one hundred
(2,100) square foot of living area.

6. One (1) and one and one-half (1½) story buildings walls shall not be
erected or maintained upon any plot nearer than fifteen (15) feet from any
side plot line.

Two (2) story building walls shall not be erected or maintained upon any
plot nearer than fifteen (15) feet from any side plot line.

7. No well for gas, oil or other substance, shall at any time, whether
intended for temporary or permanent purposes, be erected, placed, or suffered
to remain upon said premises, provided, however, that a well for water may be
installed, erected or placed upon said premises upon obtaining the written
consent of Residential.

8. No advertising sign, billboard or other advertising device, whether
for the purpose of advertising the sale of said lot or otherwise, shall be
erected or maintained upon said lot of any building thereon without the consent
of Residential being first obtained in writing. The right is reserved by
Residential to erect a small structure or signs on any unsold lots or plots.

9. No animals, horses, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that Residential may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of Lone Oak.

10. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said lot except in the rear yards, and then only on portable laundry dryers of a revolving type not higher than seven feet (7') from the ground. No more than one such dryer may be used for each dwelling house. 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. Nor shall any laundry be hung for drying on Sunday or other legal holidays.

11. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Lone Oak unless completely within the closed garages. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any said lot in Lone Oak provided, however, that a gardenhouse, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of Residential, or its assignees.

12. 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 a garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Residential.

13. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

14. No dwelling erected in said Lone Oak shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. All approved structures must be completed by an owner within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within 90 days after their delivery to such lots, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Residential.
15. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

16. No garages or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor until the size, location, type, style of architecture, cost and use of the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garages, including the driveway approach, and garage entrance shall have been first approved in writing by Residential, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Residential Developers, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, 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.

**ARTICLE III**

**APPROVAL OF PLANS**

1. Residential, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to, fences, swimming pools, signs, walls, landscaping, automobile driveways), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Residential hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or
relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire.

2. No fence, swimming pool, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Residential shall having been first obtained therefore, 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 Residential provided such "split rail" fences are not over 5' in height. However, the erection of "chain link" type fences is specifically and permanently prohibited in Lone Oak.

3. Residential reserves the sole and exclusive right to establish grades and slopes of the plot, 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 for the development and use of said Lone Oak.

4. In all instances where plans and specifications are required to be submitted to and are approved by Residential, if, subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvements, such variance shall be deemed a violation of these restrictions.

ARTICLE IV
EASMENTS

Residential Developers Inc. reserves to itself, the exclusive right to grant consents, easements, and right-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all of the areas designated as "utility easement", "sewer easement", or with words of similar import on said plat of Lone Oak and along and upon all highways now existing or hereafter established and abutting all the lots in said Lone Oak. Residential also reserves to itself, the right to go upon or permit any public utility company to go upon the plots in said Lone Oak from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or other structures,
or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement", "sewer easement" or words of similar import upon said recorded plat of Lone Oak. The terms "building" or other "structure" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

No owner of any of the lots in Lone Oak shall have the right to reserve or grant any easement or right-of-way upon or over any of the lots in said Lone Oak without the written consent of Residential.

ARTICLE V

RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Residential is granted the right to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a lot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

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

ARTICLE VI

1. At any time after this sale of thirty-eight (38) or more lots in Lone Oak, Plats I & II, Residential may cause to be incorporated a non-profit corporation under the law of the State of Ohio, to be called the "Lone Oak Property Owners' Association", or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become
a member therein, and each such owner, including residential, 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.

2. The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3 rds) 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. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the private park, entrance, boulevard and cul-de-sac lands contained in Lone Oak and/or for the other maintenance providing general benefit for the subdivision.

3. Upon the sale of all lots in this subdivision, Residential will by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the Residential Developers, which said agreement shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE VII
DURATIONS OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Lone Oak and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Lone Oak, regardless of how or in what manner said interest is acquired.

2. A violation of any of the rules and regulations adopted by Residential shall be deemed a violation of this Declaration and may be adjudged as herein provided.

3. Residential reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.
IN WITNESS WHEREOF, Residential has caused this Declaration to be
signed by its President and Secretary on the day and the year first
above written.

RESIDENTIAL DEVELOPERS, INC.

by

[Signature]

The Gruber, President

by

[Signature]

Richard Balas, Secretary

WITNESSED by:

[Signature]

WITNESSED by:

[Signature]

IN WITNESS WHEREOF, Thomas T. Schell, Kathryn R. Schell, Molly
Balas, Richard Balas and The Sylvania Savings Bank Company, by its proper
officers, have consented to and executed this Declaration of Restrictions.

Witnessed by:

[Signature]

Thomas T. Schell

The Sylvania Savings
Bank Company

[Signature]

Kathryn R. Schell

[Signature]

Richard Balas

[Signature]

Molly Balas

[Signature]

Richard Balas

Acknowledged before me in my presence by said Thomas T. Schell,
Kathryn R. Schell, Molly Balas, Richard Balas and The Sylvania Savings Bank
Company by Thomas L. Wilson, Vice President and by Norma Donnelly and
Hickory Ridge Builders, Inc. by Timothy X. Gruber, President

on the 20th day of December 1978.

Received for Record December 26, 1978 at 2:20 P.M. in Mortgage Record
75-1580001, Lucas County, Ohio Records.
MODIFICATION OF ARCHITECTURAL
CONTROL COMMITTEE

THIS INSTRUMENT is executed this 3rd day of Oct., 1985.

WITNESSETH:

WHEREAS, on the 5th day of September, 1978, Residential
Developers, Inc., an Ohio corporation, by and through its
Corporate Officers, did sign and execute certain Declaration of
Restrictions as to LONE OAK PLAT I, a. subdivision in the Village
of Whitehouse, Lucas County, Ohio, and thereafter on the 26th
day of December, 1978, did cause said Declaration of
Restrictions to be filed in the office of the Lucas County
Recorder, Mortgage Record, 78-1580001, thereby becoming valid
restrictions upon all lots of record in said LONE OAK PLAT I,

WHEREAS, Paragraph 1 of Article XII of said restrictions
did designate RESIDENTIAL DEVELOPERS, INC., its successors and
assigns as the Architectural Control Committee for LONE OAK PLAT
I, and reserved unto said Residential Developers, Inc., the
right and privilege of assigning or relinquishing its rights and
duties as such Architectural Control Committee, and

WHEREAS, Residential Developers, Inc., desires to assign
and relinquish its rights and duties as such Architectural
Control Committee.

NOW, THEREFORE, Residential Developers, Inc., an Ohio
corporation, pursuant to Paragraph 1, Article XII, of the
Declaration of Restrictions for LONE OAK PLAT I, does hereby
designate and appoint the following persons as the Architectural
Control Committee for Lone Oak Plat I, Village of Whitehouse,
Lucas County, Ohio:
RESIDENTIAL DEVELOPERS, INC., does further delegate and assign to said persons above designated, all of the rights and duties of such Architectural Control Committee as defined in the Declaration of Restrictions, including the power to designate successors and assigns to such committee upon approval of a majority of the members of said Architectural Control Committee.

IN WITNESS WHEREOF, the said Residential Developers, Inc. has caused this modification to be signed by its President and Secretary on the day and year first above written.

RESIDENTIAL DEVELOPERS, INC.

By: [Signature]

WITNESS:

By: [Signature]

By: [Signature]

STATE OF OHIO)

COUNTY OF LUCAS )

Before me, a Notary Public, in and for said Lucas County, State of Ohio, did appear Timothy K. Gruber and Richard Balas, President and Secretary respectively of Residential Developers, Inc., on behalf of said corporation, who acknowledged to me that they did voluntarily sign this instrument for the purposes set forth herein.

[Notary Public Signature]

[Notary Public Seal]

RECEIVED & RECORDED OCT 10 1995 3:35 PM

BILL COPLAND
RECORDE LUCAS COUNTY OHIO
SURVIVORSHIP TENANCY DEED

OHIO REVISED CODE §302.17

KNOW ALL MEN BY THESE PRESENTS:

Robert A. Schmidt, married, and Ronald E. Schmidt, single, of Lucas County, State of Ohio, for valuable consideration paid, grants with General Warranty covenants, to Deborah S. Cartwright and Kenton D. Cartwright, wife and husband, for their joint lives, remainder to the survivor of them, whose tax mailing address is 275 Van Fleet Parkway, Toledo, Ohio 43613 the following real property:

SEE LEGAL DESCRIPTION ON REVERSE SIDE HEREOF

Subject to: legal highways, zoning ordinances, easements and restrictions of record.


Linda A. Schmidt, spouse of the grantor, releases all rights of dower therein.

WITNESS my hand this 3rd day of June, 1994.

Signed, Acknowledged and Delivered in the Presence of:

[Signatures]

STATE OF OHIO  
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 3rd day of June, 1994 by Robert A. Schmidt and Linda A. Schmidt, husband and wife, and Ronald E. Schmidt, single.

Notary Public

THIS INSTRUMENT PREPARED BY:

TERRENCE R. HALLETT LAW OFFICES, LPA

By: Terrence R. Hallett, Esq.
P.O. Box 258
Toledo, OH 43698
(419) 896-4866
Parcel I:
Lot Number 9 in Lone Oak Plat I, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, excepting therefrom that part thereof, Lot 9 bound and described as follows:
Beginning at the Northwest corner of Lot 9, Lone Oak Plat I, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, thence North 56°49'16" East along the Northwest line of said Lot 9 a distance of 25 feet to a point; thence South 26°04'11" East, a distance of 161.55 feet to a point on the Southwesterly line of said Lot 9; thence North 34°58'7" West along the Southwesterly line of said Lot 9; a distance of 160.38 feet to the point of beginning, also, together with that part of Lot Number 8 in said Lone Oak Plat I bounded and described as follows:
Beginning at the Southeast corner of Lot Number 8, Lone Oak Plat I, a Subdivision in the Village of Whitehouse, Lucas County, Ohio; thence South 59°01'53" West along the Southeasterly line of said Lot Number 8 a distance of 25.00 feet to a point; thence North 26°04'01" West, a distance of 161.56 feet to a point on the Northeasterly line of said Lot Number 8; thence South 34°58'07" East along the Northeasterly line of said Lot Number 8 a distance of 159.62 feet to the point of beginning.
Parcel II:
That part of the Northwest 1/4 of Section 35, Town 7 North, range 9 East, Village of Whitehouse, Lucas County, Ohio, bound and described as follows:
Commencing at the Northwest corner of Lot 9, Lone Oak Plat I, a Subdivision in the Village of Whitehouse, recorded in Volume 77, page 19, Book of Plats, Lucas County, Ohio Records; thence North 56°49'16" East, along the Northwesterly line of said Lot 9; a distance of 25.00 feet to the point of beginning; thence continuing North 56°49'16" East, a distance of 135.08 feet; thence North 33°10'44" West, a distance of 77.56 feet; thence South 66°40'43" West, a distance of 53.41 feet; thence South 100°23'08" West, a distance of 119.65 feet to the point of beginning. Excepting therefrom that part of Parcel I and Parcel II bounded and described as follows:
Commencing at the Southwest corner of said Lot 9, Lone Oak Plat I as recorded in volume 77, page 19, Lucas County Plat Records; thence North 34°58'07" West along the Southwesterly line of said Lot 9, a distance of 159.65 feet to the point of beginning; thence North 26°04'07" West a distance of 161.52 feet to a point on the Northeasterly line of said Lot 9 that is a distance of 25.00 feet northeasterly of the Northwesterly corner of said Lot 9, as measured along the Northwesterly line of said Lot 9; thence North 10°23'16" East a distance of 119.65 feet to a point on the Southeasterly line of Hickory Ridge Plat II; thence North 66°40'45" East along the Southeasterly line of Hickory Ridge Plat II a distance of 19.60 feet to a point; thence South 06°37'20" East a distance of 272.36 feet to the point of beginning, containing 0.1905 acres of land more or less.

Subject to the following recitations:

1. The installation of perimeter drains if required by the Lucas County Health Department pursuant to OAC 3701-29-12;

2. The prohibition of ponds, grading or filling that would impede the performance of a sewage system pursuant to OAC 3701-29-02 (H);

3. The maintenance of a suitable area for a replacement sewage system of leach field pursuant to OAC 3701-29-02 (I); and

4. Approval of fill needed for elevation of systems by the Lucas County Health Department pursuant to OAC 3701-29-10.
DEED WITH LIMITED WARRANTY COVENANTS
(ORC SECTION 5302.07)

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, an Ohio Corporation, of Toledo, Lucas County, Ohio, for valuable consideration paid, grants with limited warranty covenants, to RONALD E. SCHMIDT AND ROBERT A. SCHMIDT whose tax-mailing address is 10920 Lone Oak, Whitehouse, Ohio 43571, the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO

Subject to: Zoning ordinances, easements, restrictions and conditions of record, and all liens, mortgages and encumbrances of record against said property arising through or under the grantee(s) and further subject to taxes and assessments due and payable after date hereof.

Prior instrument reference:

IN WITNESS WHEREOF, the Grantor corporation has caused its name to be signed by its officers, duly authorized by its Board of Directors, and its seal to be affixed this 6TH day of May, 1987.

Signed and acknowledged in the presence of:

[Signature]

Victor Crouch, (Vice)
President

[Signature]

Margaretta R. Laskey
Secretary

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 6th day of May, 1987 by Victor Crouch, (Vice) President, and Margaretta R. Laskey, (Assistant) Secretary, of THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, an Ohio Corporation, on behalf of the corporation.

Notary Public

This Instrument Prepared by:

The Port Lawrence Title and Trust Company, Trustee

Notary Public, State of Ohio

My Comm. Expires 2-19-92
LEGAL DESCRIPTION FOR
LOT 9

That part of the Northwest 1/4 of Section 35, Town 7 North, Range 9 East, Village of Whitehouse, Lucas County, Ohio, bounded and described as follows:

Commencing at the Northwest corner of Lot 9, Lone Oak Plat I, a subdivision in the Village of Whitehouse, recorded in Volume 77, Page 19, Book of Plats, Lucas County, Ohio Records; thence North 56 degrees-49 minutes-16 seconds East, along the Northwesterly line of said Lot 9, a distance of 25.00 to the Point of Beginning; thence continuing North 56 degrees-49 minutes-16 seconds East, a distance of 135.08 feet; thence North 33 degrees-10 minutes-44 seconds West, a distance of 77.56 feet; thence South 66 degrees-40 minutes-45 seconds West, a distance of 53.41 feet; thence South 10 degrees-23 minutes-08 seconds West, a distance of 119.65 feet to the Point of Beginning.

Said parcel contains 7896.30 Square Feet of Land being subject to a 20 foot Ditch Easement from the Northerly line described above.

Bearings used hereon are for the express purpose of showing angular measurement.

Prepared by:

[Signature]

Ralph T. Williams
Reg. Surveyor #5704
LEGAL DESCRIPTION FOR
LOT 10

That part of the Northwest 1/4 of Section 35, Town 7 North, Range 9 East, Village of Whitehouse, Lucas County, Ohio, bounded and described as follows:

Beginning at the Northwest corner of Lot 10, Lone Oak Plat I, a subdivision in the Village of Whitehouse, recorded in volume 77, Page 19, Book of Plats, Lucas County, Ohio Records; thence North 36 degrees 49 minutes 16 seconds East along the Northwesterly line of said Lot 10, a distance of 165.08 feet; thence North 34 degrees 46 minutes 46 seconds West, a distance of 50.00 feet; thence South 66 degrees 40 minutes 45 seconds West, a distance of 161.07 feet; thence South 33 degrees 10 minutes 44 seconds West, a distance of 77.56 feet to the Point of Beginning.

Said parcel contains 10,154.70 Square Feet of Land being subject to a 20 foot Ditch Easement from the Northerly line described above.

Bearings used hereon are for the express purpose of showing angular measurement.

Prepared by:

Ralph T. Williams
Reg. Surveyor #3704
LEGAL DESCRIPTION FOR
LOT 11

That part of the Northwest 1/4 of Section 35, Town 7 North, Range 9
East, Village of Whitehouse, Lucas County, Ohio, bounded and
described as follows:

Beginning at the Northwest corner of Lot 11, Lone Oak Plat I, a
subdivision in the Village of Whitehouse, recorded in Volume 77,
Page 19, Book of Plats, Lucas County, Ohio Records; thence North 53
degrees-37 minutes-12 seconds East, along the Northwesterly line of
said Lot 11, a distance of 295.69 feet; thence North 00 degrees-18
minutes-45 seconds East, a distance of 38.00 feet; thence South 57
degrees-08 minutes-35 seconds West, a distance of 317.60 feet;
thence South 34 degrees-46 minutes-46 seconds East, a distance of
50.00 feet to the Point of Beginning.

Said parcel contains 12,439.68 Square Feet of Land being subject to
a 20 foot Ditch Easement from the Northerly line described above.

Bearings used hereon are for the express purpose of showing angular
measurement.

Prepared by:

[Signature]
Ralph T. Williams
Reg. Surveyor #3704

[Handwritten note:]

Mail to
H. Behrendt
10856 Lone Oak
Whitehouse, OH
43571

RECEIVED &Recorded
JUN 18 1987
BILL COPELAND
RECORDE R, LUCAS COUNTY, OHIO

87 272A10