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DECLARATION OF RESTRICTIONS FOR MILLER PARCELS

This Declaration, made and entered into by Frederick H. Miller, Orville C. Miller, Richard L. Miller, Alice Neshkoff and Rita M. Trost, the "DEVELOPER", and owners in fee simple and the developer of lands situated in the RICHLAND TOWNSHIP, LUCAS COUNTY, OHIO, described as follows, to wit: Description of Parcels A through E, inclusive, are set forth in the attached SCHEDULE A and SURVEY.

Parcels A, B and C may also be referred to as Lots A, B and C. These restrictions shall only apply to Parcels D and E should they be developed separate from Parcel F as residential lots.

WHEREAS, DEVELOPER desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of the above parcels, hereinafter called DEVELOPMENT, certain easements and rights in, over and to DEVELOPMENT, and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in DEVELOPMENT and do impose hereby certain restrictions on such lots in said DEVELOPMENT;

NOW THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said DEVELOPMENT as an architecturally harmonious, artistic and desirable residence district, DEVELOPER, for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said DEVELOPMENT hereby sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to wit:

1. RESIDENTIAL HOUSE SPECIFICATIONS: Each dwelling house constructed on each lot shall have at least Two Thousand (2,000) square feet of living area and shall also contain a minimum of an attached two (2) car garage. Each dwelling shall be a single family unit. No multiple dwelling units shall be permitted in the subdivision.

2. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee consisting of three members is hereby established. Unless otherwise set forth, a majority vote of said COMMITTEE shall be necessary for all action thereof. For all purposes, it shall be known as the MILLER ARCHITECTURAL CONTROL COMMITTEE (hereinafter called "COMMITTEE"). The initial members of the COMMITTEE shall be Frederick H. Miller, Orville C. Miller and Charles N. Hunt. In the event that any member of the COMMITTEE should die, resign or fail to attend meetings and perform the duties required of the COMMITTEE, a successor will be appointed by the remaining members within 30 days of such death, resignation or neglect of duties. The COMMITTEE shall function and carry out the duties described herein until such time as title to all parcels have been conveyed from DEVELOPERS to other parties who have PURCHASED AND
BUILT FOR THEIR OWN RESIDENTIAL USE or at such other time as DEVELOPERS, in their sole discretion, deem advisable, whichever shall occur first.

3. SINGLE FAMILY RESIDENCE LOTS: All lots in said subdivision shall be known and described as residential lots. All lots in said subdivision shall be used and accepted solely and exclusively for single-family residence purposes and not more than one (1) single-family residence dwelling shall be erected on any one of said lots, together with a private garage, which must be made an integral part of said single-family residence dwelling. Nothing herein contained shall be construed to prevent the purchase of two or more adjoining lots by a single owner and erection of a single-residence dwelling on the parcel created by the joining of said lots.

4. LIVING AREA AND EXTERIOR COMPLETION DATE: The overall above grade living space, exclusive of open porches and garages, for each dwelling in said subdivision, shall not be less than 2,000 square feet of living area in each residential dwelling. No cinder or cement block structure shall be permitted on said lots except for foundations. No building structure or part thereof shall be permitted to be moved upon or onto said lots and only new construction shall be permitted on said lots. The exterior of a dwelling unit must be completed within a six (6) month period from the start of construction.

5. IMPROVEMENTS OTHER THAN RESIDENTIAL HOUSE: No building, basement, fence, wall, driveway or any enclosure or structure of any sort shall be erected, placed, or maintained on any residential lot in said subdivision, nor shall any change, addition to, or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, architectural design, quality, cost, use and material of construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the COMMITTEE as provided for herein. No detached buildings shall be permitted unless approved by COMMITTEE and which meet the following specifications:

i. Such building shall be a maximum of 1,200 square feet;

ii. The siding and roofing must be the same color and style as the residential house and construction shall be of pole or foundation type;

iii. The structure must be constructed on a concrete slab with a rat wall;

iv. The rear wall of the structure shall be no less than Thirty-five (35) feet from the rear lot line and no closer than Thirty-five (35) feet to any side lot line;

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

7. GRADES AND SLOPES: The COMMITTEE shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade to which dwelling shall be hereafter be erected or placed thereon, so that the same may conform to the

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general plan of development. No grade or slope will be changed except with the written approval of the COMMITTEE. At this time property grade shall not be more than 30" above highest road grade abutting the property.

8. **FRONT, SIDE AND REAR YARD SET-BACKS:** No residential building or any part thereof shall be erected or maintained as follows. As Used herein, “lot line” shall mean that as is set forth on survey dated December 07, 2004 prepared by Joseph D. Fenicle of J. C. Andrus & Associates, Inc.

   **Front Yard Building Line:**

   **Parcels A, B, C, D and E:** A building line of no less than Two Hundred (200) Feet and no more than Two Hundred Fifty (250) Feet from the front lot line is hereby established. No part of the structure shall be constructed any closer to the front lot line.

   **Side Yard Building Lines:** Such structure shall be no closer than Thirty-five (35) feet from any other side lot line.

   **Rear Yard Building Line:** Such structure shall be no closer than Thirty-five (35) feet from any rear lot line;

   or as provided in the **RICHFIELD TOWNSHIP, LUCAS COUNTY, OHIO** zoning requirements, whichever is greater.

9. **DRIVEWAYS AND APPROACHES:** All driveways, approaches and replacements shall be constructed of concrete, asphalt or gravel.

10. **FENCES:** No fence shall be erected on any lot closer to any street than the rear exterior walls of the house. No fence shall be adjacent to the side walls except where side walls and rear walls adjoin. Three (3) rail cedar split rail fences are hereby granted prior approval by COMMITTEE. However, the erection of “chain link” type fences are specifically and permanently prohibited. All other fences are subject to approval by COMMITTEE.

11. **NATURAL DRAINAGE:** Natural drainage areas may not be dammed or otherwise altered at any time without the written approval of the COMMITTEE and the proper governmental authorities. All field tile damaged or cut by Property Owner or his agents and/or contractors shall be reconnected in a manner which will restore the land drainage.

12. **REMOVAL OF SOIL:** No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the advance written approval of the COMMITTEE.

13. **UTILITY LINES:** All utility and television cable and antenna extensions made to any structure located on any lot within the said subdivision shall be located underground with no overhead lines or exposed service poles.

14. **TRASH AND GARBAGE STORAGE:** All garbage, rubbish and debris, shall be stored and maintained in containers entirely within the garage or basement of the residential structures and out of the view of any other lot. Additional regulations for the storage, maintenance
and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the COMMITTEE.

15. PROPANE AND OIL TANKS: All propane, gasoline, home heating oil and fuel oil tanks shall be located in the rear of the residential house.

16. WELLS: No well for the production of gas, oil or otherwise, except water, unless approved by the COMMITTEE for the exclusive use of that residence, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any lot, nor shall such premises be otherwise used in any way which may endanger the health of the subdivision residents or unreasonably disturb the peaceful use of adjoining premises.

17. PONDS: One pond shall be permitted on each lot which shall be located at the rear of the residence house. Such pond shall not be filled from well water, but must be filled from creeks and/or ditches.

18. USE OF FRONT LAWN: No portion of any lot nearer to any street than the front wall of the residence house shall be used for any purpose other than that of a lawn, provided however this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, and ornamental plants for the purpose of beautifying said lot.

19. ON PREMISES STORAGE OF MATERIALS: Said premises shall not be used for the storage of any products or materials, except that during the period a structure is being erected upon any such lot. Building materials to be used in the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All exteriors including walks, drives and landscaping must be completed by an owner within one (1) year of the date of the beginning of the construction thereof.

20. ANTENNAS AND TOWERS: No antenna, or tower of any kind shall be located on the exterior of any home or upon any lot. Provided however, one Television Satellite Dish receiving apparatus shall be permitted if it is 36 inches in diameter or smaller, is located in the rear yard; and, its location conforms to the side yard building lines as set forth in Paragraph 8.

21. TRANSMITTING AND RECEIVING DEVICES: No satellite dish (other than as set forth in Paragraph 20) or similar receiving or transmitting device shall be permitted on any lot in the subdivision without the advance written approval of the COMMITTEE as to the design, appearance, quality, material and location thereof.

22. BOATS, TRAILERS, CAMPERS AND TEMPORARY SHELTERS: No trailer, basement, tent, shack, garage, barn, camper, or mobile home of any kind, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the plans and specifications approved therefor as provided herein. All boats, campers, trailers, SUVs motor homes, recreational vehicles and automobiles shall be kept inside an enclosed building, except for additional operational automobiles which may be kept behind the residence.

23. WEEDS AND UNDERBRUSH: No weeds, underbrush, or other unsightly growth or objects of any kind shall be placed or permitted to grow on any part of said premises, except those
areas which remain in natural state in the rear of the lot. Lot must be groomed and kept in a neat and orderly manner before, during and after construction.

24. CLOTHES DRYING APPARATUS: No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards.

25. NUISANCES: No portion of any residential lot or structure thereon shall be used or permitted to be used for any offensive purposes, and no noxious or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become any annoyance or nuisance in said subdivision.

26. ANIMALS: Farm animals, livestock and poultry of any kind may not be raised, bred or kept on any lot. No animals, household pets or otherwise, shall be kept, bred or maintained for any commercial purposes. Domestic dogs, cats, or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of DEVELOPMENT may be kept on the residential property. Two (2) Horses may be kept and maintained on the property.

27. SIGNS: No signs except a real estate for sale sign shall be erected, placed or otherwise displayed on or about any lot without advance written permission of the COMMITTEE.

28. WIND OR SOLAR COLLECTION DEVICES: No wind or solar collection devices shall be installed on any lot without advance written permission of the COMMITTEE.

29. FLOOD PLAIN: This restriction shall remain in effect in perpetuity and may not be amended. No filling or occupation of the flood plain area, if any, will be allowed without the approval of the proper governmental agency.

30. BOATS AND UTILITY VEHICLES: No boat, boat trailer, house trailer, truck, mobile home, recreational vehicle or other such types of property shall be parked, kept or stored on any lot in SUBDIVISION unless completely within the closed garage. Such property may not be permanently kept within a garage forcing the automobiles to be parked in the driveway. Automobiles shall be ordinarily kept within the enclosed garage.

31. PROPERTY OWNERS ASSOCIATION: COMMITTEE, at any time after 4 lots are sold, may cause to be incorporated a non-profit corporation or Limited Liability Company under the laws of the State of Ohio, hereinafter called “ASSOCIATION”, or a name similar thereto. Upon the formation of such ASSOCIATION, every property owner (meaning a full building site as one, whether owned by one or more persons) shall become a member therein. Such owner, including DEVELOPERS, shall be entitled to one vote on each matter submitted to a vote of members of 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.

Once all the lots in the SUBDIVISION are sold or prior thereto if COMMITTEE deems said action appropriate, ASSOCIATION shall have the sole responsibility and duty of enforcing the provisions of these restrictions in place of COMMITTEE as if originally charged with such duties.

The ASSOCIATION shall elect a Board of Trustees consisting of a minimum of 3 lot owners. It shall make and adopt such rules and regulations which it deems reasonable for the proper conduct of its business and such other rules and regulations which it deems proper and reasonable in the regulation of the SUBDIVISION so long as such rules and regulations do not conflict with these restrictions.
32. **SAVINGS CLAUSE:** Invalidation of any of the restrictions and covenants herein by judgment or court order shall in no way affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

33. **VARIANCES:** If, in the opinion of the COMMITTEE, the shape, dimensions or topography of a particular lot so require, said Control COMMITTEE may permit a variance from these restrictions which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable residential subdivision for single-family residence.

34. **REMEDIES FOR VIOLATION:** Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any person or persons owning a lot in said Development may bring any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions, to prevent them from so doing, to cause the removal of any violation and to recover damages for such violation or attempted violation.

35. **FORBEARANCE:** Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in or consent to any continuing, further or succeeding violation hereof.

36. **AMENDMENTS:** These restrictions may be amended by vote of majority of the ASSOCIATION members (One Vote Per Lot). No amendment by the ASSOCIATION may be made until all lots have been sold by DEVELOPERS. Until all such lots have been sold as aforesaid, COMMITTEE, by a majority vote, may amend these restrictions by majority vote.

**SIGNED December 15, 2004**

Frederick H. Miller
Orville C. Miller
Rita M. Tröst
Richard L. Miller
Alice Neshkoff

STATE OF OHIO; COUNTY OF LUCAS; SS. The foregoing Restrictions were acknowledged before me December 21, 2004 by Frederick H. Miller, Orville C. Miller, Richard L. Miller, and Rita M. Tröst, Married Persons, and Alice Neshkoff, Widowed and Unmarried.

[Signature]

**SEE ENV.**

THIS INSTRUMENT PREPARED BY:
Charles N. Hunt, Attorney
5740 Alexis Road
Sylvania, Ohio 43560

6 Miller Deed Restrictions 12-15-2004
QUITCLAIM DEED

Orville C. Miller and Regina Miller, Husband and Wife, Alice Neshkoff, A Single Person, Frederick H. Miller and Ramona Miller, Husband and Wife, Richard L. Miller and Kay D. Miller, Husband and Wife, William Trost and Rita M. Trost, Husband and Wife, of Lucas County, Ohio, the GRANTORS, for valuable consideration paid, GRANTS to, Orville C. Miller, a Married Person, Alice Neshkoff, A Single Person, Frederick H. Miller, Richard L. Miller and Rita M. Trost, Married Persons of Lucas County, Ohio, the GRANTEEES, whose tax mailing address is c/o Richard Miller, 3233 Waldmar, Toledo, Ohio 43615, the following described real estate:

PARCEL A: A parcel of land being part of the Southwest ¼ of Section 23, Town 9 South, Range 5 East Richfield Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found PK nail marking the Southwest corner of said Section 23, said PK nail also marking the intersection of the centerline of Murd Road (60 feet wide) and the centerline of US 20, also known as West Central Avenue (right-of-way varies);

Thence North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of Murd Road (50 feet wide), a distance of 2,154.38 Feet to a set PK nail, said PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described;

Thence continuing North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of said Murd Road, a distance of 321.45 Feet to a found mag nail marking the West ⅔ post of Said Section 23;

Thence South 89° 55' 39" East, on the North line of the Southwest ¼ of said Section 23, and passing a set iron pin (Note: all iron pins indicated as being set are 5/8 inch diameter by 30 inch long iron pins with reference caps) on the Easterly right-of-way line of Murd Road at 30.00 Feet, a total distance of 876.47 Feet to a set iron pin on the East line of the West ¼ of the West ¼ of the Southwest ¼ of Said Section 23;

Thence South 01° 07' 54" East, on the East line of the West ¼ of the West ½ of the Southwest ¼ of said Section 23, a distance of 321.50 Feet to a set iron pin;
Thence North 50° 55' 36" West, and passing a set capped iron pin on the Easterly right-of-way line of Murd Road, at a distance of 649.01 Feet, a total distance of 679.01 Feet to the set PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 5.001 Acres of land, more or less, 0.221 acres which lie within the right-of-way of Murd Road, subject to all easements, zoning restrictions of record and legal highways.

The above described legal description is based on a survey performed by Joseph D. Fenicle, Professional Surveyor #6210, of J. C. Andrus & Associates, Inc. In December 2004. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

**PARCEL B:** A parcel of land being part of the Southwest ¼ of Section 23, Town 9 South, Range 5 East Richfield Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found PK nail marking the Southwest corner of said Section 23, said PK nail also marking the intersection of the centerline of Murd Road (60 feet wide) and the centerline of US 20, also known as West Central Avenue (right-of-way varies);

Thence North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of Murd Road (60 feet wide), a distance of 1,834.12 Feet to a set mag nail, said mag nail marking the TRUE POINT OF BEGINNING of the parcel herein described;

Thence continuing North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of said Murd Road, a distance of 320.26 Feet to a set mag nail;

Thence South 85° 55' 39" East, and passing a set iron pin. (Note: all iron pins indicated as being set are 3/8 inch diameter by 30 inch long iron pins with reference caps) on the Easterly right-of-way line of Murd Road, at a distance of 30.00 Feet, a total distance of 679.01 Feet to a set iron pin on the East line of the West ½ of the Southwest ¼ of said Section 23;

Thence South 01° 07' 54" East, on the East line of the West ½ of the West ½ of the Southwest ¼ of said Section 23, a distance of 320.30 Feet to a set iron pin;

Thence North 86° 55' 39" West, and passing a set capped iron pin on the Easterly right-of-way line of Murd Road, at a distance of 651.54 Feet, a total distance of 681.54 Feet to the set PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 5.001 Acres of land, more or less, 0.221 acres which lie within the right-of-way of Murd Road, subject to all easements, zoning restrictions of record and legal highways.

The above described legal description is based on a survey performed by Joseph D. Fenicle, Professional Surveyor #6210, of J. C. Andrus & Associates, Inc. In December 2004. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

**PARCEL C:** A parcel of land being part of the Southwest ¼ of Section 23, Town 9 South, Range 5 East Richfield Township, Lucas County, Ohio and being more particularly described as follows:

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Commencing at a found PK nail marking the Southwest corner of said Section 23, said PK nail also marking the intersection of the centerline of Murd Road (60 feet wide) and the centerline of US 20, also known as West Central Avenue (right-of-way varies);

Thence North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of Murd Road (60 feet wide), a distance of 1,515.05 Feet to a set mag nail, said mag nail making the TRUE POINT OF BEGINNING of the parcel herein described;

Thence continuing North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of said Murd Road, a distance of 319.07 Feet to a set mag nail;

Thence South 89° 55' 39" East, and passing a set iron pin (Note: all iron pins indicated as being set are 5/8 inch diameter by 30 inch long iron pins with reference caps) on the East right-of-way line of Murd Road at a distance of 30.00 Feet, a total distance of 681.54 Feet to a set iron pin on the East line of the West ½ of the West ¼ of the Southwest ¼ of said Section 23;

Thence South 01° 07' 54" East, on the East line of the West ½ of the West ½ of the South-west ¼ of said Section 23, a distance of 319.12 Feet to a set iron pin;

Thence North 89° 55' 39" West, and passing a set iron pin on the Easterly right-of-way line of Murd Road at a distance of 654.06 Feet, a total distance of 684.06 Feet to the set mag nail marking the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 5.00.1 Acres of land, more or less, 0.220 acres which lie within the right-of-way of Murd Road, subject to all easements, zoning restrictions of record and legal highways.

The above described legal description is based on a survey performed by Joseph D. Fenicle, Professional Surveyor #8210, of J. C. Andrus & Associates, Inc. In December 2004. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

PARCEL D: A parcel of land being part of the Southwest ¼ of Section 23, Town 9 South, Range 5 East Richfield Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found PK nail marking the Southwest corner of said Section 23, (Note: all iron pins indicated as being set are 5/8 inch diameter by 30 inch long iron pins with reference caps);

Thence North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of Murd Road (60 feet wide), a distance of 1,197.15 Feet to a set PK nail, said PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described;

Then continuing North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of said Murd Road, a distance of 317.90 Feet to a set mag nail;

Then South 89° 55' 39" East, and passing a found capped iron pin on the Easterly right-of-way line of Murd Road at a distance of 30.00 Feet, a total distance of 684.06 Feet to a set iron pin (Note: all iron pins indicated as being set are 5/8 inch

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diameter by 30 inch long iron pins with reference caps) on the East line of the West ¼ of the Southwest ¼ of said Section 23;

Thence South 01° 07’ 54” East, on the East line of the West ½ of the Southwest ½ of Section 23, a distance of 317.34 Feet to a set iron pin;

Thence North 89° 55’ 39” West, and passing a set capped iron pin on the Easterly right-of-way of Murd Road at a distance of 656.57 Feet, a total distance of 686.57 Feet to the set PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 5.001 acres of land, more or less, 0.219 acres which lie within the right-of-way of Murd Road, subject to all easements, zoning restrictions of record and legal highways.

The above described legal description is based on a survey performed by Joseph D. Fenicle, Professional Surveyor #8210, of J. C. Andrus & Associates, Inc. in December 2004. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

PARCEL E: A parcel of land being part of the Southwest ¼ of Section 23, Town 9 South, Range 5 East, Richfield Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found PK nail marking the Southwest corner of said Section 23, said PK nail also marking the intersection of the centerline of Murd Road (60 feet wide) and the centerline of US 20, also known as West Central Avenue (right-of-way varies);

Thence North 00° 44’ 44” West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of Murd Road (60 feet wide), a distance of 838.00 Feet to a mug nail found, said mug nail marking the TRUE POINT OF BEGINNING of the parcel herein described;

Thence continuing North 00° 40’ 44” West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of said Murd Road, a distance of 359.15 Feet to a set mug nail;

Thence South 89° 55’ 39” East, and passing a set iron pin (Note: all iron pins indicated as being set are 5/8 inch diameter by 30 inch long iron pins with reference caps) on the Easterly right-of-way of Murd Road at 30.00 Feet, a total distance of 686.57 Feet to a set iron pin on the East line of the West ½ of the West ¼ of the Southwest ¼ of said Section 23;

Thence South 01° 07’ 54” East, on the East line of the West ½ of the West ½ of the Southwest ¼ of said Section 23, a distance of 350.16 Feet to a set iron pin;

Thence South 89° 19’ 16” West, on a line being perpendicular to the West line of the Southwest ¼ of said Section 23 and passing a found capped iron pin at 397.28 feet and passing a found capped iron pin on the Easterly right-of-way line of Murd Road at 659.28 Feet, a total distance of 689.28 Feet to the found mug nail marking the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 5.600 Acres of land, more or less, 0.247 acres which lie within the right-of-way of Murd Road, subject to all easements, zoning restrictions of record and legal highways.
The above described legal description is based on a survey performed by Joseph D. Fenicle, Professional Surveyor #8210, of J. C. Andrus & Associates, Inc. in December 2004. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

**PARCEL F:** A parcel of land being part of the Southwest ¼ of Section 23, Town 9 South, Range 5 East, Richfield Township, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found PK nail at the Southwest corner of said Section 23, said PK nail also marking the intersection of the centerline of Murd Road (60 feet wide) and the centerline of US 20, also known as West Central Avenue (right-of-way varies), said PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described;

Thence North 00° 40' 44" West, on the West line of the Southwest ¼ of said Section 23, also being the centerline of said Murd Road, a distance of 194.00 Feet to a found mag nail;

Thence North 89° 19' 16" East, on a line being perpendicular to the West line of the Southwest ¼ of said Section 23 and passing a found capped iron pin on the Easterly right-of-way line of Murd Road at 30.00 Feet, a total distance of 292.00 Feet to a found capped iron pin;

Thence North 00° 40' 44" West, on a line being Easterly of and parallel to the West line of the Southwest ¼ of said Section 23, a distance of 644.00 Feet to a found capped iron pin;

Thence North 89° 19' 16" East, on a line being perpendicular to the West line of the Southwest ¼ of said Section 23, a distance of 397.28 Feet to a set iron pin (Note: all iron pins indicated as being set are 5/8 inch diameter by 30 inch long iron pins with reference caps) on the East line of the West ½ of the West ½ of the Southwest ¼ of said Section 23;

Thence South 01° 07' 54" East, on the East line of the West ½ of the West ½ of the Southwest ¼ of said Section 23 and passing a set iron pin on the Northerly right-of-way of said US 20 at 820.98 Feet, a total distance of 850.98 Feet to a point on the South line of the Southwest ¼ of said Section 23, also being the centerline of US 20;

Thence North 89° 36' 43" West, on the South line of the Southwest ¼ of said Section 23, also being the centerline of US 20, a distance of 696.12 Feet to the found PK nail marking the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 9.110 Acres of land, more or less, 0.552 acres which lie within the right-of-way of Murd Road and US 20, subject to all easements, zoning restrictions of record and legal highways.

The above described legal description is based on a survey performed by Joseph D. Fenicle, Professional Surveyor #8210, of J. C. Andrus & Associates, Inc. in December 2004. The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

**Prior Instrument Reference (All Parcels):** Deed Microfiche 97 0150 C04
**Taxing Parcel (All Parcels):** 57 - 23984

Subject to zoning ordinances, governmental laws and regulations, easements and restrictions of record

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Orville C. Miller
Regina Miller
Frederick H. Miller
Ramona Miller
Richard L. Miller
Kay D. Miller
Rita M. Trost
William Trost
Alice Neshkoff

STATE OF OHIO; COUNTY OF LUCAS: SS. This QUITCLAIM DEED was acknowledged before
me December 22, 2004, by Orville C. Miller and Regina Miller, Husband and Wife, Alice
Neshkoff, A Single Person, Frederick H. Miller and Ramona Miller, Husband and Wife,
Richard L. Miller and Kay D. Miller, Husband and Wife, William Trost and Rita M. Trost,
Husband and Wife.

S.E.E. Env.

THIS INSTRUMENT PREPARED BY:
Charles N. Hunt
Attorney At Law
5740 West Alexis Road
Sylvania, Ohio 43560

6 Miller Lot Split Deed 12-22-2004