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

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee
(hereinafter referred to as "Trustee") is the owner in fee simple of the
following described real estate:

That part of the Northeast 1/4 of Section 17, Town
9 South, Range 6 East, Sylvania Township, Lucas County, Ohio,
is bounded and described as follows:

Commencing at the North 1/4 corner of said Section 17;
from said North line of said Northeast 1/4 of Section
8 East, 657.17 feet to the Point of Beginning; thence continuing
along said North line East, 219.76 feet; thence South 00 degrees
30 minutes 26 seconds West, 187.00 feet; thence East, 112.00 feet;
thence North 00 degrees 30 minutes 26 seconds East, 187.00 feet
to the North line of said Section 17; thence along said North line
East, 272.22 feet; thence South, 120.00 feet; thence South 09
degrees 27 minutes 44 seconds West, 60.83 feet; thence 64.17 feet
along a curve to the right having a radius of 191.52 feet, a
central angle of 19 degrees 11 minutes 45 seconds, a tangent of
32.39 feet and a chord of 63.87 feet bearing South 09 degrees
35 minutes 52 seconds West; thence South 53 degrees 37 minutes
45 seconds East, 104.59 feet; thence South 37 degrees 45 minutes
00 seconds East, 157.84 feet; thence South 00 degrees 14 minutes
25 seconds West, 20.20 feet; thence South 51 degrees 53 minutes
24 seconds West, 209.02 feet; thence South 00 degrees 14 minutes
25 seconds West, 81.00 feet; thence South 37 degrees 43 minutes
04 seconds West, 146.47 feet; thence South 22 degrees 41 minutes
00 seconds West, 143.00 feet; thence South 20 degrees 08 minutes
00 seconds East, 166.00 feet; thence 292.72 feet along a curve to
the right having a radius of 1,108.24 feet, a central angle of
15 degrees 08 minutes 00 seconds, a tangent of 147.21 feet and a
chord of 291.87 feet along a curve to the right having a radius
of 121.48 feet, a central angle of 54 degrees 06 minutes 00 seconds,
a tangent of 61.90 feet and a chord of 110.30 feet bearing North
60 degrees 40 minutes 40 seconds West; thence 177.98 feet along a
curve to the right having a radius of 216.97 feet, a central angle
of 47 degrees 00 minutes 00 seconds, a tangent of 94.34 feet and
a chord of 173.03 feet bearing North 10 degrees 10 minutes 40
seconds West; thence North 13 degrees 19 minutes 20 seconds East,
120.00 feet; thence North 76 degrees 40 minutes 40 seconds West,
195.00 feet; thence 126.60 feet along a curve to the right having a
radius of 698.05 feet, a central angle of 10 degrees 23 minutes
30 seconds, a tangent of 63.48 feet and a chord of 126.43 feet
bearing North 18 degrees 31 minutes 04 seconds East; thence North
72 degrees 51 minutes 00 seconds West, 134.00 feet; thence North
83 degrees 36 minutes 15 seconds West, 178.89 feet; and thence
North 00 degrees 34 minutes 27 seconds East, 525.00 feet to the
Point of Beginning. Containing 13.767 acres, more or less. Sub-
ject to legal highways.

WHEREAS, Trustee, for the benefit of Oak Creek Development
Co. (hereinafter referred to as Developer) intends to record a plat for
the development of said real estate into a subdivision of lots to be
known as Parklands Plat I 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, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Trustee does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above described real estate, which plat shall be known as Parklands Plat I, in the Township of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit:

ARTICLE I
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of the Parklands as the same may be hereafter combined and/or subdivided shall be referred to herein as "residential lots". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 2,500 sq. ft. of living area (measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling and shall be side or rear loading, and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.
1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. No more than one single family residence shall be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the developer.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use of purpose other than residential purposes. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored therein, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to a lot, and all structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regu-
lations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developer. Pit Bulls and other vicious animals are strictly prohibited in the Parklands.

1.6 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed, or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Developer as provided under Article II hereof unless approved by the Architectural Control Committee at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Subdivision, shall be suitably housed within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

**ARTICLE II**

**ARCHITECTURAL CONTROL**

7.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings, landscaping, and other improvements
and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts and other enclosures) to be constructed within the Subdivision shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and three (3) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of the Parklands as an architecturally, harmonious, artistic and desirable residential Subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The developer will not approve designs which are in conflict with the aesthetic fomons of the community.
2.3 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the recorded plat nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side, and rear lines of said lot, shall apply to and include, porches, verandas, portecochre, and other similar projections of said dwelling.

2.4 Maximum Height. No structure constructed or erected within the Subdivision shall be greater than two and one-half (2-1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer.

2.5 Swimming Pools Above Ground. No above ground swimming pool shall be permitted installed or maintained on any lot unless plans and specifications are submitted to the Developer and the approval is granted in writing.

2.6 Driveway. All driveways shall be asphalt, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

2.7 Trees. No structure of any part thereof shall be erected, placed or maintained on any lot in the Parklands, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, not sidewalks, (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush
or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed unless approved in writing by the Developer. No trees shall be removed in house or driveway area until Developer has removed as many trees from such area as he deems necessary for replanting purposes.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all building sites and to fix the grade at which any building or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Parklands. Deviation of 12” or more is strictly prohibited unless approved by the Developer.

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards whenever erected shall be approved by Developer.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots,
nor shall a hedge be erected, placed, or suffered to remain upon said
lots until the written consent of the Developer shall have been first
obtained therefor, and to be subject to the terms and conditions of said
consent as to its type, height, width, color, upkeep and any general con-
ditions pertaining thereto that said consent may name. Wire fencing may be
attached to split rail fencing on the property owners' side of the fence with
Developer approval. Fences are not erected nearer to any street than the
building set back line or lines shown on the plat of this Subdivision.

2.12 Construction In Violation of Approved Plan. Developer, its
successors and assigns reserves and is hereby granted the right in case of
any violations or breach of any of the restrictions, rights, reservations,
limitations, agreements, covenants, and conditions herein contained, to
enter the property upon or as to which such violation or breach exists,
and to summarily abate and remove, at the expense of the owner thereof,
any erection, thing or condition that may be or exists thereon contrary to
the intent and meaning of the provisions hereof interpreted by Developer,
and Developer shall not, by reason thereof be deemed guilty of any manner
of trespass for such entry, abatement or removal. A failure of Developer
to enforce any of the restrictions, rights, reservations, limitations,
agreements, covenants and conditions contained herein 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.

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

2.14 The Parklands Property Owners' Association. The Developer has
caused a corporation and not-for-profit to be incorporated under the laws
of the State of Ohio named "The Parklands Property Owners' Association"
"Association") The owners of lots in the Parklands and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in the Plat of the Parklands, and the affirmative vote of three-quarters (3/4) of the lot owners, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges, and powers reserved and retained by the Developer by the terms of the Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat of the Parklands in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat.

2.15 Maintenance Charges. Each and every lot in the Parklands shall be subject to a maintenance charge in the amount established by the Association, initially one hundred dollars ($100.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the first day of May and the first day of November each calendar year for such calendar year commencing May 1, 1988. The Association shall have a lien perpetually upon lots in the Parklands to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:
"Notice of Lien"

Notice is hereby given that the Parklands Property Owners' Association claims a lien for unpaid annual assessments for the year(s) in the amount of $__________ against the following described premises:

(insert legal description)

THE PARKLANDS PROPERTY
OWNERS' ASSOCIATION

BY President

STATE OF OHIO )
COUNTY OF )

The foregoing instrument was acknowledged before me this _______ day of ________ 19____ by President of the PARKLANDS PROPERTY OWNERS' ASSOCIATION, an Ohio corporation, on behalf of the corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a
First mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in the Parklands and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time, to be for the general benefit of the owners of the lots in the Parklands, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's rights and duties under the within Declaration of Restrictions.

ARTICLE II
EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the services of the Subdivision on, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the recorded plat of the Parklands, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, upon the recorded plat of the Parklands. The term "structures" as used in the foregoing portion
of this paragraph shall include houses, garages, other buildings and
swimming pools, but shall not include residential lot improvements such
as driveways, paved parking areas, and fences. No owner of any residential
lot shall have the right to reserve or grant any easements or rights of way
upon or over any of the residential lots without the prior written consent
of the Developer, its successors and assigns. Notwithstanding the prov-
sions of Section 2.14, the rights reserved to the Developer in this
Section 3.1 shall survive the transfer of the Developer's rights set forth
in Section 2.14. Developer shall be reimbursed at closing, by the purchaser
of a lot or lots, the sum of One Thousand Forty Dollars ($1,040.00) per lot
for the sewer tap for each lot, Developer having paid for said sewer tap.

The rights granted to the Developer in this Article II, Section 3.1 shall
remain exclusively vested in the Developer for a period of twenty (20) years
from and after the date hereof, notwithstanding any assignment by the Developer
to the Association of the Developer's rights, privileges and powers as pro-
vided in Article II, Section 3.1 hereof. Upon the expiration of such twenty
(20) year period, or at such earlier time as the Developer may designate,
the rights granted to the Developer in this Article II, Section 3.1 shall
terminate.

ARTICLE IV

EXTRACTION OF RESTRICTIONS, AMENDMENTS

4.1 Term. These covenants and restrictions shall run with the land and
shall be binding upon the Developer, and all persons claiming under or through
Developer or the Association until the first day of January, 2008, at which
time these covenants and restrictions shall be automatically extended for
successive periods of ten (10) years.

4.2 Amendments. These covenants and restrictions may be amended or
revoked with the written approval of the ten owners of not less than seventy-
five percent (75%) of the residential lots in the Parklands, 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
residential lot owners with the formalities required by law.
ARTICLE V

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to present him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

5.2 Saving Clause. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its officers, employees, and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

5.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Parklands shall be made subject to these restrictions.

5.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

5.5 No Waiver of Violations. 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.

5.6 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location
of natural features, such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

5.7 Paragraph Headings: The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this Instrument as of the 17th day of December, 1987.

WITNESSES:

JOYCE SMAY

BY: KENNETH L. WHITE, SR.

Executive Vice President

DAVID A. MARKER

Treasurer

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 17th day of December, 1987, by Kenneth L. White, Sr., Executive Vice-President and David A. Marker, Treasurer of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the Corporation.

JOYCE SMAY

Notary Public

My Commission Expires Nov. 22, 1991

WITNESSES:

OAK CREEK DEVELOPMENT COMPANY

JOYCE SMAY

BY: DOUGLAS C. WAMSHER

President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 17th day of December, 1987, by Douglas C. Wamscher, President of Millstream Development Company, an Ohio Corporation, on behalf of the Corporation.

JOYCE SMAY

Notary Public
AMENDED DECLARATION OF RESTRICTIONS

WHEREAS, Louisville Title Agency for W.W. Ohio, Inc., Trustee (hereinafter referred to as "Trustee") is the owner in fee simple of the following described real estate:

That part of the Northeast 1/4 of Section 17, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio, is bounded and described as follows:

Commencing at the North 1/4 corner of said Section 17; thence along the North line of the said Northeast 1/4 of Section 8 East, 657.17 feet to the Point of Beginning; thence continuing along said North line East, 219.06 feet; thence South 00 degrees 30 minutes 26 seconds West, 187.00 feet; thence East, 112.00 feet; thence North 00 degrees 30 minutes 26 seconds East, 187.00 feet to the North line of said Section 17; thence along said North line East, 272.22 feet; thence South, 120.00 feet; thence South 00 degrees 37 minutes 44 seconds West, 60.81 feet; thence 64.17 feet along a curve to the right having a radius of 191.52 feet, a central angle of 19 degrees 11 minutes 45 seconds, a tangent of 32.39 feet and a chord of 63.87 feet bearing South 00 degrees 35 minutes 52 seconds West; thence South 53 degrees 37 minutes 45 seconds East, 104.59 feet; thence South 37 degrees 45 minutes 00 seconds East, 157.84 feet; thence South 00 degrees 16 minutes 25 seconds West, 20.20 feet; thence South 51 degrees 53 minutes 24 seconds East, 209.02 feet; thence South 00 degrees 14 minutes 25 seconds West, 81.00 feet; thence South 37 degrees 43 minutes 04 seconds West, 146.47 feet; thence South 22 degrees 41 minutes 03 seconds East, 163.00 feet; thence South 20 degrees 08 minutes 00 seconds East, 166.00 feet; thence 292.72 feet along a curve to the right having a radius of 1,108.24 feet, a central angle of 15 degrees 08 minutes 00 seconds, a tangent of 147.21 feet and a chord of 291.87 feet along a curve to the right having a radius of 121.48 feet, a central angle of 10 degrees 00 minutes 00 seconds, a tangent of 61.90 feet and a chord of 110.70 feet bearing North 60 degrees 40 minutes 40 seconds West; thence 177.98 feet along a curve to the right having a radius of 216.97 feet, a central angle of 47 degrees 00 minutes 00 seconds, a tangent of 94.36 feet and a chord of 171.51 feet bearing North 10 degrees 10 minutes 40 seconds West; thence North 13 degrees 19 minutes 20 seconds East, 120.00 feet; thence North 76 degrees 40 minutes 40 seconds West 195.00 feet; thence 126.60 feet along a curve to the right having a radius of 689.05 feet, a central angle of 9 degrees 23 minutes 30 seconds, a tangent of 63.48 feet and a chord of 126.43 feet bearing North 18 degrees 11 minutes 04 seconds East; thence North 72 degrees 51 minutes 00 seconds West, 134.00 feet; thence North 81 degrees 36 minutes 15 seconds West, 178.89 feet; and thence North 00 degrees 34 minutes 27 seconds East, 535.00 feet to the Point of Beginning. Containing 11,377.77 acres, more or less. Subject to local highways.

WHEREAS, Trustee, for the benefit of Oak Creek Development Co. (hereinafter referred to as "Developer") has recorded a plat for the development of said real estate into a subdivision of lots known as Parkland's Plat One, and a Declaration of Restrictions regarding the development of said real estate was filed for the benefit of Developer with the Lucas County Recorder and is recorded at No. 88 006004 of Lucas County Records (hereinafter "Declaration").
WHEREAS, Developer desires to clarify and amend said Declaration of Restrictions.

NOW, THEREFORE, in consideration of the forgoing, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Trustee does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above described real estate (which plat is known as Parklands Plat One), in the Township of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which hereby supersede and replace in its entirety said Declaration and which shall run with the land, to-wit:

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of the Parklands Plat One as the same may be hereafter combined and/or subdivided shall be referred to herein as "residential lots." No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 2,500 sq. ft. of living area (measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling and shall be side or rear loading, and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. No more than one single family residence shall be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the developer.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than residential purposes. No noxious, offensive or reasonably disturbing
activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to a lot, unless an extension is approved in writing by the Developer and the Architectural Control Committee, and all structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 Pets. Dogs, cats or other domestic household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developer. Pit Bulls and other vicious animals are strictly prohibited in the Parklands.

1.6 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed, or posted or otherwise displayed on or about any residential lot without the written permission of the Developer.
and the Developer shall have the right to prohibit, restrict, and control the
size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. No trailer, basement, tent, shack, garage, barn,
mobile home or other temporary shelter or housing device shall be maintained
or used as a residence, temporarily or permanently, in the Subdivision. No
dwelling erected in the Subdivision shall be used as a residence until the
exterior thereof has been completed in accordance with the detailed plans and
specifications approved therefor by the Developer as provided under Article II
hereof unless approved by the Architectural Control Committee at which time an
alternate completion time will be established. Any truck, boat, bus, tent,
mobile home, trailer or other similar housing device, if stored on any
residential lot in the Subdivision, shall be suitably housed within a garage
building. All rubbish, debris and garbage shall be stored within the garage.
Additional regulations for the storage, maintenance and disposal of rubbish,
debris, leaves and garbage may from time to time be established by the
Developer.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and
specifications for all buildings, landscaping, and other improvements and
structures (including, but not limited to, signs, fences, walls, driveways,
hedges, garages, basements, swimming pools, tennis courts and other
enclosures) to be constructed within the Subdivision shall be submitted for
examination to the Developer and written approval of the Developer to such
plans and specifications shall be obtained before any such building, structure
or improvement shall be constructed or placed upon any residential lot and
before any addition, change or alteration may be made to any building or other
structure situated on a residential lot. The Developer shall approve, reject,
or approve with modifications all submissions within thirty (30) days after
submission of the plans and specifications required hereunder. Failure to so
respond within such period shall be deemed to be disapproval of the sub-
mission. The plans and specifications to be submitted shall show the size,
location, type, architectural design, quality, use, construction materials and
color scheme of the proposed building, structure or improvement, the grading
plan for the building site and the finished grade elevation thereof. Such
plans and specifications shall be prepared by a competent architect or draftsman and three (3) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

2.2 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of the Parklands Plat One as an architecturally harmonious, artistic and desirable residential Subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The developer will not approve designs which are in conflict with the aesthetic standards of the community.

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

2.4 Maximum Height. No structure constructed or erected within the Subdivision shall be greater than two and one-half (2-1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer.

2.5 Swimming Pools Above Ground. No above ground swimming pool shall be permitted to be installed or maintained on any lot unless plans and specifications are submitted to the Developer and its approval is granted in writing.

2.6 Driveway. All driveways shall be asphalt. The location of any driveways not now established shall be determined by Developer in writing at
the time of approval of the plans and specifications for said dwelling.
location and specifications for construction of any driveway shall be sub-
mitted to Developer and its approval thereof endorsed thereon in writing.

2.7 Trees. No structure or any part thereof shall be erected, placed or
maintained on any lot in the Parklands Plat One, nearer to the front or street
line or lines than the building setback lines as shown on the recorded plat.
Said portion of any lot shall not be used for any purpose other than that of a
lawn; nothing herein contained, however, shall be construed as preventing the
use of such portion of any lot for privacy walks, not sidewalks (and drives,
if otherwise permitted), the planting of trees or shrubbery, the growing of
flowers or ornamental plants, or statuary, fountains and similar ornamenta-
tions, for the purpose of beautifying any lot, but no vegetables, so called,
or grains of the ordinary garden or field variety shall be grown on the front
or side yards on such portion thereof; and no weeds, underbrush or other
unsightly growths, shall be permitted to grow or remain anywhere upon any lot,
and no unsightly objects shall be allowed to be placed or suffered to remain
anywhere thereon. No fence, hedge, wall or enclosure of any kind for any
purpose, shall be erected, placed or suffered to remain upon any lot, nor
shall a hedge be erected, placed or suffered to remain upon any lot until the
written consent of Developer shall have been first obtained therefor and shall
be subject to the terms and conditions of said consent as to its type, height,
width, color, upkeep and any general conditions pertaining thereto that said
consent may name. No tree greater than six (6) inches in diameter (as
measured 3 feet above existing grade) shall be removed unless approved in
writing by the Developer. No trees shall be removed from house or driveway
area until Developer has removed as many trees from such area as he deems
necessary for replanting purposes.

2.8 Establishment of Grades. Developer shall have the sole and exclu-
sive right to establish grades, slopes and swales on all building sites and to
fix the grade at which any building or structure shall be erected or placed
thereon, so that the same may conform to a general plan for the develop-
ment and use of the Parklands Plat One. Deviation of 1/2" or more is strictly pro-
hibited unless approved by the Developer.

2.9 Basketball Backboards. No basketball backboards shall be erected or
attached to the front of any dwelling or garage or beyond the building line as
set forth on the plat, and all such basketball backboards whenever erected shall be approved by Developer.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed, or suffered to remain upon said lots until the written consent of the Developer shall have been first obtained therefor, 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. Wire fencing may be attached to split rail fencing on the property owner's side of the fence with Developer approval. Fences shall not be erected nearer to any street than the building setback line or lines shown on the plat of this Subdivision.

2.12 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations 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 summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof 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.

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

2.14 The Parklands Property Owners' Association. The Developer has caused a corporation not-for-profit to be incorporated under the laws of the State of Ohio named "The Parklands Property Owners' Association" ("Association"). The owners of lots in the Parklands Plat One and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in Parklands Plat One, and the affirmative vote of three-quarters (3/4) of the lot owners, the Developer, by an instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges, and powers reserved and retained by the Developer by the terms of the Amended Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of Parklands Plat One in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat. It is the intent of the Developer to develop additional plats on real estate adjoining Parklands Plat One. Said adjoining real estate is described in Exhibit "A" attached hereto and made a part hereof. In the event of such additional development it is contemplated that restrictions similar to those described in this Amended Declaration of Restrictions will apply to all lots in such additional plats. Upon the recording of such a Declaration of Restrictions for any such additional plat which provides for membership in Parklands Property Owners' Association for owners of lots in such additional plan, then all owners of lots in such additional plat(s) shall automatically be members of the Parklands Property Owners' Association.

2.15 Maintenance Charges. Each and every lot in the Parklands Plat One shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Dollars ($100.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the
first day of May and the first day of November each calendar year for such
calendar year commencing May 1, 1988. The Association shall have a lien
perpetually upon lots in the Parklands Plat One and the lots in additional
plats made a part hereof to secure the payment of the annual maintenance
charge. In default of the payment of such maintenance charge within sixty
(60) days of its due date, a "Notice of Lien" in substantially the following
form may be filed and recorded in the lien records at the Office of the
Recorder of Lucas County, Ohio:

"Notice of Lien"
Notice is hereby given that the Parklands Property Owners'  
Association claims a lien for unpaid annual assessments for the
year(s) ________________ in the amount of $ ____________  
against the following described premises:

(insert legal description)

THE PARKLANDS PROPERTY
OWNERS' ASSOCIATION

By: ___________________________ President

STATE OF OHIO )
COUNTY OF )

The foregoing instrument was acknowledged before me this
day of ____________, 19__, by ___________________________, President of the PARKLANDS
PROPERTY OWNERS' ASSOCIATION, an Ohio corporation, on behalf of the corporation.

Notary Public

In the event that any of said annual assessments are not paid when due, the
Developer may, when and as often as such delinquencies occur, proceed by
process of law to collect the amount then due by foreclosure of the above-
described lien and, in such event, shall also be entitled to recover and have
and enforce against each residential lot a lien for its costs and expenses in
that regard, including attorney fees. No owner may waive or otherwise escape
liability for the annual assessments provided for herein by non-use of the
common areas or any facilities located thereon or by abandonment of his
residential lot. The lien of the assessments provided for herein shall be
subordinated to the lien of any first mortgage. Sale or transfer of any
residential lot shall not affect the assessment lien; provided, however, that
the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in the Parklands Plat One and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in the Parklands, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's rights and duties under the within Amended Declaration of Restrictions.

ARTICLE II

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the services of the Subdivision on, over, below or under all of the areas designated as "Utility Easements," or with words of similar import, on the recorded plat of the Parklands Plat One, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement," or with words of similar import, upon the recorded plat of the Parklands Plat One. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways,
paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in its Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. Developer shall be reimbursed at closing, by the purchaser of a lot or lots, the sum of One Thousand Forty Dollars ($1,040.00) per lot for the sewer tap for each lot, Developer having paid for said sewer tap. The rights granted to the Developer in this Article II, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article II, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article II, Section 3.1 shall terminate.

ARTICLE IV

DURATION OF RESTRICTIONS, AMENDMENTS

4.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2008, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2 Amendments. These covenants and restrictions may be amended or revoked with the written approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the Parklands Plat One, which amendment or revocation 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 residential lot owners with the formalities required by law.

ARTICLE V

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute
any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

5.2 Saving Clause. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

5.3 Transfer Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Parklands Plat One shall be made subject to these restrictions.

5.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears in the applicable public record.

5.5 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.

5.6 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or making of the proposed improvements.
Paragraph Headings. The paragraph headings contained in this Amended Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 9th day of June, 1988.

WITNESSES:

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

By: [Signature]
Kenneth J. White, Sr., Executive Vice President

By: [Signature]
John W. Martin, Executive Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 9th day of June, 1988, by Kenneth J. White, Sr., and John W. Martin, Exec. Vice Pres. of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the Corporation.

Notary Public

WITNESSES:

OAK CREEK DEVELOPMENT COMPANY, a joint venture by Illstream Development Company

By: [Signature]
Charles C. Kamsher, President

STATE OF OHIO, COUNTY OF LUCAS, SS.

The foregoing instrument was acknowledged before me this 9th day of June, 1988 by Millstream Development Company, an Ohio corporation, a duly authorized joint venturer, by Douglas C. Kamsher, President, on behalf of Oak Creek Development Company, a joint venture, and by Douglas C. Kamsher, President of Millstream Development Company, an Ohio corporation, on behalf of said corporation.

Notary Public
EXHIBIT A

Parcel 1

The West one-third (1/3) of the Northeast quarter (1/4) of Section seventeen (17), Town nine (9) South, Range six (6) East, in Sylvania Township, Lucas County, Ohio, excepting therefrom the West one-half (1/2) of the West one-half (1/2) of said Northeast quarter (1/4) of said Section, subject to legal highways.

Parcel 2

That part of the West ten (10) rods of the East twenty (20) rods of the North forty (40) rods of the West one-half (1/2) of the East two-thirds (2/3) of the Northeast quarter (1/4) of Section seventeen (17), Town nine (9) South, Range six (6) East, Sylvania Township, Lucas County, Ohio, subject to legal highway and channel easement, lying Southerly of the centerline of Township Ditch No. 515 as now located and measured: two hundred ten (210) feet North from the Southwesterly corner thereof as measured along the westerly line and eighty-one (81) feet North from the Southeasterly corner thereof as measured along the Easterly line and containing zero and five hundred fifty-one thousandths (0.551) acres, more or less.

Parcel 3

That part of the Northeast quarter (1/4) of Section seventeen (17), Town nine (9) South, Range six (6) East, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the North quarter (1/4) corner of said Section seventeen (17); thence along the North line of the said Northeast quarter (1/4) of Section eight (8) East, six hundred fifty-seven and seventeen 657.17' feet to the point of beginning; thence continuing along said North line East, two hundred nineteen and six hundredths (219.06') feet; thence South zero (00) degrees, thirty (30) minutes, twenty-six (26) seconds East, one hundred eighty-seven and zero hundredths (187.00') feet; thence East, one hundred twelve and zero hundredths (112.00') feet; thence North zero (00) degrees, thirty (30) minutes, twenty-six (26) seconds East, one hundred eighty-seven and zero hundredths (187.00') feet to the North line of said Section seventeen (17); thence along said North line East, two hundred seventy-two and twenty-two (272.22') feet; thence South, one hundred twenty and zero hundredths (120.00') feet; thence South nine (09) degrees, twenty-seven (27) minutes, forty-four (44) seconds West, sixty and eighty-three hundredths (60.83') feet; thence sixty-four and seventeen hundredths (64.17') feet along a curve to the right having a radius of one hundred ninety-one and fifty-nine hundredths (191.52') feet, a central angle of nineteen (19) degrees, eleven (1) minutes, forty-five (45') seconds, a tangent of thirty-two and thirty-nine hundredths (32.39') feet and a chord of sixty-three and eighty-seven hundredths (63.87') feet bearing South nine (09) degrees, thirty-five (35) minutes, fifty-two (52) seconds West, thence South fifty-three (53') degrees, thirty-seven (37) minutes, forty-five (45') seconds East, one hundred four and fifty-nine hundredths (104.59') feet; thence South fifty-one (51') degrees, forty-five (45') minutes, zero (00) seconds East, one hundred fifty-one and eighty-four hundredths (157.84') feet; thence South zero (00) degrees, fourteen (14) minutes, twenty-five (25') seconds East, two hundred ninety-nine and two hundredths (299.02') feet; thence South fifty-one (51') degrees, fifty-three (53') minutes, twenty-four (24) seconds East, two hundred ninety-nine and two hundredths (299.02') feet; thence South zero (00) degrees, fourteen (14) minutes, twenty-five (25') seconds West, eighty (80') degrees, twenty-five (25') seconds East, one hundred forty-six and forty-seven hundredths (146.47') feet; thence South two-hundred-twenty-two (222) feet, one hundred forty-one and zero hundredths (141.00') feet; thence South one hundred forty-three and zero hundredths (143.00') feet; thence South two hundred forty-two (242) feet, eight (08) minutes, zero (00) seconds East, one hundred forty-six and sixty-six and zero hundredths (146.66') feet; thence South twenty-five (25') feet along a curve to the right having a radius of one thousand one hundred eight and twenty-four hundredths (1,108.24') feet, a central angle of fifteen (15) degrees, eight (08) minutes, zero (00) seconds, a tangent of one hundred forty-seven and twenty-two hundredths (147.22').
(147.71) feet and a chord of two hundred ninety-one and eighty-seven hundredths (291.87) feet bearing South eighty-four (84) degrees, forty-five (45) minutes, twenty (20) seconds West; thence one hundred fourteen and forty-nine hundredths (114.49) feet along a curve to the right having a radius of one hundred twenty-nine and forty-eight hundredths (121.48) feet, a central angle of fifty-four (54) degrees, zero (00) minutes, zero (00) seconds, a tangent of sixty-one and ninety-four hundredths (61.90) feet and a chord of one hundred ten and thirty-three hundredths (110.33) feet bearing North sixty (60) degrees, forty (40) minutes, forty (40) seconds West; thence one hundred seventy-seven and ninety-eight hundredths (177.98) feet along a curve to the right having a radius of two hundred sixteen and ninety-seven hundredths (216.97) feet, a central angle of forty-seven (47) degrees, zero (00) minutes, zero (00) seconds, a tangent of ninety-four and thirty-four hundredths (94.34) feet and a chord of one hundred seventy-three and three hundredths (173.03) feet bearing North ten (10) degrees, ten (10) minutes, forty (40) seconds West; thence North thirteen (13) degrees, nineteen (19) minutes, twenty (20) seconds East, one hundred twenty and zero hundredths (120.00) feet; thence North seventy-six (76) degrees, forty (40) minutes, forty (40) seconds West, one hundred ninety-five and zero hundredths (195.00) feet; thence one hundred twenty-six and sixty hundredths (126.60) feet along a curve to the right having a radius of six hundred ninety-eight and five hundredths (698.05) feet, a central angle of ten (10) degrees, twenty-three (23) minutes, thirty (30) seconds, a tangent of sixty-three and forty-eight hundredths (63.48) feet and a chord of one hundred twenty-six and forty-three hundredths (126.43) feet bearing North eighteen (18) degrees, thirty-one (31) minutes, four (04) seconds East; thence North seventy-two (72) degrees, fifty-one (51) minutes, zero (00) seconds West, one hundred thirty-four and zero hundredths (134.00) feet; thence North eighty-three (83) degrees, thirty-five (35) minutes, fifteen (15) seconds West, one hundred seventy-eight and eighty-nine hundredths (178.89) feet; and thence North zero (00) degrees, thirty-four (34) minutes, twenty-seven (27) seconds East, five hundred twenty-five and zero hundredths (525.00) feet to the point of beginning.

Containing thirteen and seven hundred sixty-seven thousandths (13.767) acres, more or less.

Subject to legal highways.

Excepting therefrom that part of the Northeast 1/4 of Section 17, Town 9 South, Range 6 East, Sylvan Township, Lucas County, Ohio, is bounded and described as follows:

Commencing at the North 1/4 corner of said Section 17; thence along the North line of the said Northeast 1/4 of Section 8 East, 657.17 feet to the Point of Beginning; thence continuing along said North line East, 210.06 feet; thence South 00 degrees 30 minutes 26 seconds West, 187.00 feet; thence East, 112.00 feet; thence North 00 degrees 30 minutes 26 seconds East, 187.00 feet to the North line of said Section 17; thence along said North line East, 272.22 feet; thence South, 120.00 feet; thence South 00 degrees 42 minutes 44 seconds West, 60.83 feet; thence 64.17 feet along a curve to the right having a radius of 191.52 feet, a central angle of 19 degrees 11 minutes 45 seconds, a tangent of 32.39 feet and a chord of 83.67 feet bearing South 09 degrees 35 minutes 52 seconds West; thence South 53 degrees 37 minutes 45 seconds East, 104.59 feet; thence South 37 degrees 45 minutes 00 seconds East, 157.84 feet; thence South 00 degrees 14 minutes 25 seconds West, 113.00 feet; thence South 22 degrees 41 minutes 24 seconds East, 249.00 feet; thence South 00 degrees 14 minutes 25 seconds West, 81.00 feet; thence South 37 degrees 43 minutes 06 seconds West, 1,464.47 feet; thence South 72 degrees 41 minutes 00 seconds West, 113.00 feet; thence South 20 degrees 08 minutes 00 seconds East, 146.00 feet; thence 292.75 feet along a curve to the right having a radius of 1,188.24 feet, a central angle of 15 degrees 08 minutes 00 seconds, a tangent of 127.24 feet and a chord of 291.87 feet along a curve to the right having a radius of 121.48 feet, a central angle of 15 degrees 00 minutes 00 seconds, a tangent of 110.30 feet and a chord of 110.30 feet bearing North 60 degrees 60 seconds West; thence 17,98 feet along a curve to the right having a radius of 216.97 feet, a central angle of 15 degrees 00 minute, 00 seconds, a tangent of 94.34 feet and a chord of 111.01 feet bearing North 10 degrees 10 minutes 50 seconds West; thence North 15 degrees 19 minutes 50 seconds East, 120.00 feet; thence South 9 degrees 50 minutes 50 seconds West, 195.00 feet; thence 126.00 feet along a curve to the right having a radius of 698.05 feet.
Central angle of 10 degrees 23 minutes 30 seconds, a tangent of 63.48 feet and a chord of 126.43 feet bearing North 18 degrees 31 minutes 04 seconds East; thence North 72 degrees 51 minutes 00 seconds West, 134.00 feet; thence North 83 degrees 36 minutes 15 seconds West, 178.89 feet; and thence North 00 degrees 34 minutes 27 seconds East, .75.00 feet to the Point of Beginning.

Containing thirteen and seven hundred sixty-seven thousandths (13.767) acres, more or less.

Subject to legal highways.

38 c.d.

RECEIVED & RECORDED

JUN 10 1988

BILL GOODLAND
RECEIVED & RECORDED

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