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:

PARKLANDS Plat III, as more fully described on Exhibit A attached hereto.

WHEREAS, Trustee, for the benefit of Parklands Development Co. (Hereinafter referred to as Developer) has recorded a plat for the development of said real estate into a subdivision of lots to be known as Parklands Plat III 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 and from the above described real estate, which plat shall be known as Parklands Plat III, 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. Lots # 56-67 located and shown on the recorded plat of Parklands Plat III 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 that 2,550 sq. ft. of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private garage of not less that two (2) car capacity, which shall be attached or connected by means of a covered access to the dwelling. Such accessory buildings and uses shall be 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 lot may be rezoned without the prior written approval of the Developer or its successor. 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 thereon.

All building material not incorporated into the structure within ninety (90) days and all construction debris and trash shall be properly disposed of. Throughout construction, builders, contractors, subcontractors, their agents, and assigns shall ensure that the site is neatly maintained. Debris and excessive mud shall not be allowed to blow, be tracked, or wash off the site. The developer maintains the right to clean up any such debris or excessive mud and to bill the original contractor and owner, jointly, for all costs incurred. If such charges remain unpaid for more than sixty (60) days after mailing of the statement of costs to the original contractor and owner at the addresses listed in the notice of commencement, the developer shall be entitled to recover and have and enforce against each such residential lot a lien for its costs and expenses in that behalf, including attorney fees. 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 Parklands Development Company claims a lien for unpaid Cleanup Charges incurred through _______ 19___ in the amount of $ _____ and for its expenses including attorney fees in the amount of $ _____ against the following described premises:

(insert legal description)

PARKLANDS DEVELOPMENT COMPANY

BY __________________________

STATE OF OHIO )

) SS:

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this ______ day of _______19___ by

of Parklands Development Company, an Ohio Partnership on behalf of the partnership.

______________________________
N otary Public

No owner may waive or otherwise escape liability for cleanup costs provided for herein by sale or transfer or abandonment of his residential lot. The lien for cleanup costs shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the lien; provided, however, that the foreclosure of a first mortgage shall extinguish the lien.

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 H 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 regulations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purposes, 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 rules and regulations adopted by the Developer. Vicious animals are strictly prohibited in Parklands.

1.6 **Signs.** No business signs 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, recreational vehicle, tent, shack, garage, barn, mobile home or other temporary shelter or housing 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 has been completed in accordance with the detailed plans and specifications approved 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, mobile home, trailer, tent, recreational vehicle or other similar housing, if stored on any residential lot in the subdivision, shall be suitably kept 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 **Developer’s Approval of Builder.** The Developer reserves the right to approve or disapprove builders to construct buildings in Parklands. Builders shall apply to the Developer and receive approval prior to submission of plans and specifications.

2.2 **Submission and Approval of Plans and Specifications.** The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, landscaping, swimming pools and tennis courts) to be constructed within the subdivision shall be submitted for examination to the Developer and written approval of the Developer of 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 of the Developer to respond within such period shall be deemed to be disapproval of submission. The plans and specifications to be submitted shall show the size, location, elevation, 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. Any modification from the approved plans to the exterior of the structure made either during initial construction or as renovation shall be submitted to the developer for review. Such modifications shall not be performed until approved by the developer or their successor.
2.3 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of 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 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, site 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 and to the location upon said site. The Developer will not approve designs which are in conflict with the esthetic standards of the community.

2.4 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 or nearer to any side line or rear line than shall be determined by the 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-cochères, and other similar projections of said dwelling.

2.5 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 finish grade, unless approved by the Developer.

2.6 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.

2.7 Driveways. All driveways shall be of asphalt, unless approved by Developer in writing at the time of approval of the plans and specifications for said dwelling. Location and specifications for construction of driveways and walks shall be submitted to Developer and written approval shall be endorsed.

2.8 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Parklands nearer to the front or street line or lines nearer to any side line or rear line than shall be determined by the developer in writing at the time of the approval of the plans and specifications for said dwelling. Developer’s objective of maintaining a view for each lot will help determine the location of structures on the site. No grins of the ordinary garden or field variety shall be grown on the front or side yards, 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 to remain anywhere thereon. No tree greater than five (5) inches in diameter (as measured 3 feet above existing grade) shall be removed unless approved in writing by the Developer.

2.9 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 Parklands. Deviation of 12” or more is strictly prohibited unless approved by the Developer.

2.10 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. Backboards shall be constructed of materials which are primarily transparent. Poles supporting backboards shall be painted to match house & trim. No bright colored attachments, such as bright colored pads, may be attached to the support pole.

2.11 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.

2.12 Fencing. All houses shall have front yard picket fences on the front property line. Picket fences shall extend the full width of the front property line. There may be openings in the fence for drives and walks. Picket fences shall be an average height of 32.54". Posts may be taller. Tall fence posts may be used to form arbors over walkways, create a decorative entry to the drive or to support lights. Picket fences shall be at least 30", but not more than 70", opaque (of solid material). All fences shall be painted white. Fence designs, materials and finish shall be approved by the Developer prior to installation. Fences at side property lines in the front portion of the lot shall be similar in design and materials to the picket fence on the front property line. Back yard fences are to be of a split rail. If there is to be a transition between front yard and rear yard style fencing, it shall be even with the back of the house or 60' behind the property line. There shall be a split rail fence on all rear property lines bordering common areas. There shall be approved fencing on all side property lines bordering walk easements.

The standard rear yard fence in Parklands is a three rail split rail treated hardwood fence. Wire fencing may be attached to split rail fencing on the property owners side of the fence with Developer approval. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or allowed to remain upon said lots without the written consent of the Developer. The Developer will only grant consent for fences after review of plans and specifications indicating fence, design, construction, materials and finish.

2.13 Front Porches. All houses shall have front porches. Front porches shall be a minimum of 50% of the width of the front elevation of the house. Garages which are set back more than eighteen feet behind the front line of the porch will not be measured as part of the front elevation for the purpose of this restriction. The porches shall have a minimum depth of six feet. Front porches shall have railings and may not be enclosed. Front porches will be set back 22 feet minimum and 32 feet maximum from the front property line.

2.14 Construction in Violation of Approved Plan. Developer, its successors, and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof 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.

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

2.16 Parklands Property Owners' Association. The Developer has caused a not-for-profit corporation to be incorporated under the laws of the State of Ohio named "Parklands Property Owners' Association". The owners of lots in 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 lots in Parklands Plat III, and the completion of house construction on these lots, the Developer, by instrument in writing in the nature of an assignment, may 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 Recorder of Lucas County, Ohio. The Association shall have the further right to the collection and disposal of funds 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 in the manner determined by the Association to be for the best interest of the owners of the lots in the plat.
2.17 Maintenance Charges. Each and every lot in Parklands shall be subject to a maintenance charge in the amount established by the Association (such assessment shall be on a per lot basis), payment to be made on the first day of January of each calendar year for such calendar year commencing January, 1998. The Association shall have a lien perpetually upon lots in 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 Parklands Property Owners Association claims a lien for unpaid annual assessments for the year(s) __________ in the amount of $ ___________ and for its expenses including attorney fees in the amount of $ ___________.

against the following described premises:

(insert legal description)

PARKLANDS PROPERTY OWNERS' ASSOCIATION

BY: ____________________________

President

STATE OF OHIO )

) SS:

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this ________ day of __________, 19____, by ____________________________

President of Parklands Property Owners' Association, an Ohio Corporation, on behalf of the corporation.

______________________________

Notary Public

In the event any of said annual assessments are not paid when due, the Developer or the Parklands Property Owners' Association, may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien for maintenance fees 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 became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in 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 Parklands, including the maintenance and improvement of common spaces, boulevard areas, parking areas, drainage areas, and the management and enforcement of the Association's rights and duties under the within Declaration of Restrictions.
ARTICLE III
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 utilities, including but not limited to electric light, cable television, telephone poles, fiber optic lines, wires and conduits, including underground utilities, 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 Parklands Plat III, and along and upon all roadways 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 thereof. 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 Parklands Plat III. 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 2.16, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer’s rights set forth in Section 2.16. Developer shall be reimbursed at closing, by the purchaser of a lot or lots for the expense of a seeder tape fee for each lot, if the Developer has paid for said seeder tape. The rights granted to the Developer in this Article III, 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 right, privileges and powers as provided in Article II, Section 2.16. 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 III, 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, 2017, 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 approval of the then owners of not less than seventy-five percent (75%) of the residential lots in Parklands Plat III, 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 Violating 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, an/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 provision. 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 Parklands Plat III 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 shall be deemed to have been properly sent when mailed, postpaid, to the address listed on county tax records of the person or entity who appears as such owner 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 his or herself and for his or her heirs, personal representatives, successors and assigns, that the Developer may, in writing, grant waivers from these restrictions as to a particular residential lot. No such waiver shall be in conflict with the aesthetic standards of the community.

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.
EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION

The Parklands Plat Three of which this is a correct plat, being 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 northeast corner of said Section 17, thence along the north line of said Section 17 and the centerline of Brint Road North 90 degrees 00 minutes 00 seconds West a distance of 382.00 feet to the point of beginning,
thence South 00 degrees 01 minutes 30 seconds East a distance of 623.18 feet,
thence South 82 degrees 21 minutes 04 seconds West a distance of 196.39 feet,
thence on a curve to the left having a radius of 205.00 feet a delta of 03 degrees 48 minutes 11 seconds an arc of 13.61 feet a chord of 13.60 feet and a chord bearing of North 09 degrees 33 minutes 02 seconds West, thence South 82 degrees 21 minutes 03 seconds West a distance of 158.35 feet, thence South 06 degrees 51 minutes 40 seconds East a distance of 76.06 feet, thence South 04 degrees 02 minutes 10 seconds West a distance of 170.00 feet, thence South 23 degrees 08 minutes 59 seconds West a distance of 36.00 feet, thence North 35 degrees 30 minutes 45 seconds West along the centerline of Township Ditch No. 515 a distance of 338.08 feet, thence North 90 degrees 00 minutes 00 seconds East parallel with the north line of said Section 17 a distance of 82.00 feet, thence North 00 degrees 14 minutes 25 seconds East a distance of 371.33 feet, thence North 02 degrees 08 minutes 26 seconds West a distance of 288.87 feet to a point on the north line of said Section 17, thence North 90 degrees 00 minutes 00 seconds east along the north line of said Section 17 and the centerline of said Brint Road a distance of 494.23 feet to the point of beginning and containing 8.005 acres of land, more or less.

*Volume 139 of Lucas County, Ohio Plat Records, page 81.*
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of this 21st day of August 1997.

WITNESSES:

[Signatures]

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

By: [Signature]

Kenneth I. White, Sr.
Executive Vice President

By: [Signature]

Doloris R. Hunt
Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 21st day of August 1997, by Kenneth I. White, Sr., Executive Vice President and Doloris R. Hunt, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the Corporation.

JOYCE SHANE
Notary Public
State of Ohio
Commission Expires 12-6-01

WITNESSES:

[Signatures]

PARKLANDS DEVELOPMENT COMPANY

By: [Signature]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 18th day of August 1997, by D. L., a Partner of Parklands Development Company, an Ohio Partnership, on behalf of the Partnership.

CHERI KRAMER
Notary Public

RECEIVED &Recorded

AUG 21 1997

S. L. ROUX
RECORdER, LUCAS COUNTY OHIO

Parklands Plat III Declaration of Restrictions 97 2390 E05