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DECLARATION OF RESTRICTIONS
FOR
SADDLEBROOK COURT PLAT 2 SUBDIVISION, A REPLAT OF LOT 5 AND 6 IN BERNATH VILLAGE, PLAT 3
IN
CITY OF TOLEDO, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by Saddlebrook Development Co., an Ohio general partnership hereinafter called "Developer", and by THE SADDLEBROOK PLAT 2 HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the date and year hereinafter set forth.

WHEREAS, Developer, who acquired title as Louisville Title Agency for M.W. Ohio, Inc., Trustee, an Ohio corporation, is the owner of all of the lots except for Lot Number Six (6) in the recorded plat of Saddlebrook Court Plat 2, a Replat of Lots 5 and 6 in Bernath Village Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio, which Replat is recorded in Volume 1713, Pages 177-178, inclusive, of the Lucas County, Ohio Record of Plats (the "Plat") hereinafter sometimes called the "subdivision" or "Saddlebrook Court Plat 2"; and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots in the Saddlebrook Court Plat 2 subdivision and Association is the record owner of all that portion of Saddlebrook Court Plat 2 subdivision designated Lot Number Six (6) and will be connected by Developer. Private Place Lot A and Lot B to be used for roadway, utility, recreational and open space purpose as shown on the plat or in the community unit plan; and

WHEREAS, Saddlebrook Court Plat 2 is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the City of Toledo, Lucas County, Ohio.

NOW THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, their respective successors, heirs and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of Saddlebrook Court Plat 2 shall hereafter be conveyed by them, their respective successors, heirs and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

All transfers and conveyances of any and every residential lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all person claiming under or through them until January 1, 2002, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2002, or may be amended or terminated after January 1, 2002, by the then owners of at least two-thirds (2/3) of the lots.
said subdivision, provided, however, that any easements granted
by the landowners herein shall not be amended or terminated without the
written consent of the then record owner(s) of the property.

Any amendment or termination shall be in the form of a
written instrument setting forth the changes herein or termination
hereof, as the case may be, signed and acknowledged by the then
owners of at least two-thirds (2/3) of said lots with the same
formalities then required for the execution of a deed to real
estate in Lucas County, Ohio which instrument shall be filed for
record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall
be as of the date such instrument is recorded with the Recorder
of Lucas County, Ohio, unless a later effective date is indicated in
such instrument, in which event such later date shall be the
effective date thereof.

Any violation or attempt to violate any of the
restrictions or covenants herein contained while the same are in
force shall be unlawful. Developer, the Association, the
architectural control committee (as hereafter defined), or the
owner of any residential lot in Saddlebrook Court Plat 2 shall each
have the right, independent of one another, to maintain an action
at law or in equity against any person or persons, or entity,
violating or attempting to violate any of these restrictions or
covenants, to enjoin such violation, to cause the removal of any
structure in violation, to recover damages for any such violation
or attempted violation, and/or to obtain whatever other relief they
may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of
these provisions no matter how frequent, shall not abrogate or
invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants
contained herein shall be unlawful or void by reason of violation
of any rule against perpetuities or similar statutory or common law
rule imposing time limitations therefor then such restrictions and
covenants shall continue only for and until the day preceding
expiration of the maximum length of time for which such conditions
and restrictions may legally exist and on such date shall thereupon
terminate.

Invalidation of any of the restrictions and covenants, in
whole or in part, herein, by judgment or court order or by act of
the owners as herein provided, shall not affect, in any manner, the
validity, enforceability or effect of any other provisions
contained herein, all of which shall remain in full force and
effect.

RESIDENTIAL LOTS

The entire subdivision comprising the community
development plan and the structures to be erected thereon shall be
used only for four and five family dwellings, together with the
usual accessory uses pertaining thereto such as private or storage
garages, storage space and community activities, including non-
commercial recreational facilities.

Lots One (1) through Five (5) and Lots Seven (7) through
Nine (9) as shown on the plat (sometimes "lots" herein) shall be
residential lots and the remainder of the real estate included in
the subdivision designated as Private Place Lot "A", Lot "B" and
Lot "C" shall be used exclusively for recreational roadway and/or
utility purposes as shown on the plat.

The average land area per family unit contained in the
Saddlebrook Court Plat 2 subdivision, a replat of Lots 5 and 6 in
Beneath Village Plat. exclusive of the areas occupied by streets, shall not be less than four thousand (4,000) square feet per family unit located within such subdivision.

Each residential lot as shown on the plat for Saddlebrook Court Plat I shall contain at least fifteen thousand (15,000) square feet.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, condominiums, homes, garages, basements, swimming pools, tennis courts, fences, walls, driveways, hedges, or other enclosures, shall be erected, improved, changed or altered in any respect on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the architectural control committee (hereinafter sometimes called "committee").

Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, uses, material construction, planting scheme and grading plans for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All multi-family dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

The maximum height of all new residential dwellings erected within the subdivision shall be thirty-five (35) feet from grade. The minimum square footage of all new residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand five hundred (1,500) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Saddlebrook Court as an architecturally harmonious artistic and desirable multi-family residential subdivision having a community atmosphere with buildings located in an apparent random and casual manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials. No owner of a lot within the subdivision may alter or change such theme or any aspect thereof without the prior written consent of the architectural control committee. Included within such established theme are conditions that the exterior of all structures within the subdivision must contain a certain amount of specified brick, with
any remaining areas covered by stained glass and/or

In exercising or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvements contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the architectural control committee in good faith shall be binding on all parties in interest.

The architectural control committee (sometimes "committee" herein) shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the architectural control committee shall be appointed by the Developer until such time as the Developer has conveyed to others all of the residential lots in the subdivision of multi-family structures have been erected on each of such residential lots. Thereafter, members of the architectural control committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish its power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the Plat. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it, in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

THE SADDLEBROOK COURT PLAT 2 HOMEOWNERS' ASSOCIATION

All owners of residential lots in the subdivisions and all persons who hereafter acquire title to a residential lot in the subdivisions shall automatically become a member of the Saddlebrook Court Plat 2 Homeowners Association, Inc., entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and By-Laws of such Association. For purposes of these Articles, if any condominium association is declared and formed on any of the lots, said condominium association shall be deemed to be the "owner" of said lot and shall have only one collective vote on all matters provided for herein. Any such vote shall be made by the duly authorized representative of such association.

Each member of the Association, in common with all other members as owners of residential lots in the subdivisions and in the subdivision, shall have the right to use Private Place Lot A, Lot B, and Lot 6 as common areas and facilities in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses
including the non-exclusive easement together with other lot owners to the use and enjoyment of Private Place Lot A for ingress and egress to and from each residential lot.

All members shall use Private Place Lot A in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, tenants and designees.

The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

ASSESSMENTS

For the calendar year 1994, the owners of lots in Saddlebrook Court Plat 2 and thereafter, shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal monthly installments on or before the first day of each month during the calendar year for which the assessment is levied.

Commencing in 1995, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association’s lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is agreed that among the Association’s responsibilities will be the contracting for necessary maintenance of the Lot “A”, including but not limited to, the maintenance and replacement of all pavement and all landscaping placed thereon. The owners of all residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and thereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

All costs to the Association and assessments levied by it to collect same shall be shared equally by all lot owners with each lot in the subdivision being charged one-eighth (1/8) of all of said costs and expenses.

USE AND ACTIVITIES

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes.
No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclaimation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within eighteen (18) months of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

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 dwellings 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 architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than two (2) household pets (such as dogs, cats etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling within the subdivision and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such 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 Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot (or condominium located thereon, as the case may be) on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

DEVELOPER RESERVATION OF RIGHTS

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the areas so designated on the Plat for utilities and along and upon all
Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, Private Place Lot "A", shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in same for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of said Lot "A" through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 1995, Developer shall maintain Private Place Lot "A" in the subdivision with each residential lot owned by others assessed $ 8.75 per month to reimburse Developer for the cost thereof. Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, Saddlebrook Development Co., an Ohio general partnership, and the Saddlebrook Court Plat 2 Homeowners Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this __ day of __, 1994.

WITNESSES:  

SADDLEBROOK DEVELOPMENT CO., an Ohio general partnership  

By: [Signature]  

Robert F. Mix, Partner
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this
27th day of April, 1994, by Robert F. Mix, President, of
Saddlebrook Court Plat 2 Homeowners Association, Inc., an Ohio corporation, on behalf of said corporation.

Notary Public
JOHN W. MARTIN
Attorney-At-Law
SHERRI L. MARTENS
Notary Public, State of Ohio
Commission Expires 2-13-99

RECEIVED & RECORDED
MAR 22 1994 1:13 Pm
SUE RIOLIX
Recorder, Lucas County, Ohio

This Instrument prepared by:
John F. McCarthy, Esq.
McHugh & Shuster
Continental Capital Center
3580 Monroe Street
Suite 200
Sylvania, Ohio 43560-2538
FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
FOR
SADDLEBROOK COURT PLAT 2 SUBDIVISION, A REPLAT OF LOT 5 AND 6 IN BERNAUTH VILLAGE, PLAT 3
IN
CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, on March 9, 1994, a Declaration of Restrictions was adopted by Saddlebrook Development Co., an Ohio general partnership hereinafter called "Developer", and by THE SADDLEBROOK PLAT 2 HOMEOWNER'S ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", which Declaration of Restrictions was filed for record on March 22, 1994 and recorded in Folio 94-755806; and

WHEREAS, the Saddlebrook Plat 2 Homeowner's Association, Inc. was sometimes referred to in the Declaration of Restrictions as The Saddlebrook Court Plat 2 Homeowners Association, Inc.; and

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, is the record title holder for benefit of Developer and other beneficiaries of all of the lots except for Lots 4 and 6 in the recorded plat of Saddlebrook Court Plat 2, a Replat of Lot 5 and 6 in Bernath Village Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio, which Replat is recorded in Volume 131, Pages 68 and 69, inclusive, of the Lucas County, Ohio Record of Plats (the "Plat"); and

WHEREAS, the Association is an Ohio non-profit corporation formed by the Developer and is the owner of Lot 6 in Saddlebrook Court Plat 2, a Replat of Lot 5 and 6 in Bernath Village Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio; and

WHEREAS, said Restrictions provide that any amendment shall be in the form of a written instrument signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots; and

WHEREAS, the Developer and the Association are the present owners of more than two-thirds (2/3) of said lots and desires to amend the first paragraph of the section of said Restrictions designated "Residential Lots".

NOW THEREFORE, the Developer and the Association by this instrument amends the first paragraph of the section of Restrictions designated "Residential Lots" to read as follows:

"The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for four, five and six family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages, storage spaces and community activities, including non-commercial recreational facilities."

The parties hereto desire to correct the name of the Association. The name of the Association as set forth in the Declaration of Restrictions is The Saddlebrook Plat 2 Homeowner's Association, Inc. By this Amendment, all references in the Declaration of Restrictions to Saddlebrook Court Plat 2 Homeowners Association, Inc. are changed to The Saddlebrook Plat 2 Homeowner's Association, Inc., deleting the word "Court".
In all other respects, the Declaration of Restrictions dated March 9, 1994 shall remain in full force and effect.

IN WITNESS WHEREOF, Saddlebrook Development Co., an Ohio general partnership, and The Saddlebrook Plat 2 Homeowner's Association, Inc., an Ohio non-profit corporation, have executed this First Amendment to the Declaration of Restrictions this ___ day of November, 1994.

WITNESSES:

SADDLEBROOK DEVELOPMENT CO.,
an Ohio general partnership

By: _______________________
    Donald A. Wyper, Partner

THE SADDLEBROOK PLAT 2
HOMEOWNER'S ASSOCIATION, INC.

By: _______________________
    Donald A. Wyper, President

LOUISVILLE TITLE AGENCY FOR.
"W" CHIO, INC., TRUSTEE

By: _______________________
    John W. Martin, Executive Vice President, Record Title Holder

STATE OF OHIO ) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of __________, 1994, by Donald A. Wyper, Partner of Saddlebrook Development Co., an Ohio general partnership, on behalf of said partnership, having been duly authorized by the partners of Saddlebrook Development Co. to execute this First Amendment to the Declaration of Restrictions.

Notary Public

STATE OF OHIO ) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of __________, 1994, by Donald A. Wyper, President,
of The Saddlebrook Plac 2 Homeowner's Association, Inc., a non-profit corporation, on behalf of said corporation.

STATE OF OHIO } ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this day of __________, 1994, by John W. Martin, Executive Vice President, Record Title Holder, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of said corporation.

Notary Public

[Signature]

This Instrument prepared by:
John P. McCarthy, Esq.
McHugh & Shuster
Continental Capital Center
5880 Monroe Street
Suite 200
Sylvania, Ohio 43560-2538

RECEIVED & RECORDED
DEC 01 1994 4:55
SUE RIOLUX
RECORD: LUCAS COUNTY, OHIO

94 2596403
ASSIGNMENT

This assignment ("Assignment") dated as of the 29th day of MARCH, 1994 from Clarion Building Co., an Ohio corporation ("Assignor") to Saddlebrook Development Co., an Ohio general partnership ("Assignee").

WHEREAS, Assignor is the Developer of Saddlebrook Court Subdivision, a Replat of Lot 4 in Bernath Village Plat 3, which plat was recorded in Volume 127 of Plats Pages 41-44, located in the City of Toledo, Lucas County, Ohio; and

WHEREAS, Assignor is also the Developer under the Declaration of Restrictions for the aforesaid plat, which Declaration of Restrictions was recorded in the office of the Recorder of Lucas County, Ohio as Deed No. 97-0073209, respectively (the "Declaration"); and

WHEREAS, the Assignor contemplated the development of additional land adjacent to Saddlebrook Court, and contemplated the extension of the benefits and burdens created by the Declaration to and in favor of said additional lands; and

WHEREAS, Assignee owns certain additional lands adjacent to Saddlebrook Court, which additional lands are described on Exhibit A attached hereto (the "Assignee's Land"); and

WHEREAS, pursuant to this Assignment, Assignee desires to develop the Assignee's Land into a new subdivision to be known as Saddlebrook Court Plat 2 Subdivision, a Replat of Lots 5 and 6, in Bernath Village Plat 3 (Saddlebrook Court Plat 2), located in the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor does hereby grant, convey, assign, set over and release to Assignee the following rights and powers of Assignor, solely with respect to the Assignee's Land and the development by Assignee of Saddlebrook Court Plat 2.

a. All of the rights and powers of Assignor as the Developer of Saddlebrook Court under the Declaration including, without limitation, the right to extend the benefits and the burdens created by the Declaration, the non-exclusive right and easement to use and enjoy the common areas of Saddlebrook Court Subdivision and such other rights as may be reserved by or granted to Assignor under the Declaration; and
b. All of the rights and powers of Assignor as the owner under the owner's certification on the Plat to the extent the same applies to the development, ownership and use of additional plats of Saddlebrook Court, including, without limitation, the right to grant non-exclusive easement rights to the owner of each lot in additional plats of Saddlebrook Court, and to use the easements created by the Plat and the Declaration; and

c. All of the other rights and powers reserved by Assignor as the developer under the Plat and the Declaration, to the extent the same apply to the development, ownership and use of additional plats of Saddlebrook Court.

2. This Assignment relates only to, and is expressly limited to, the Assignee's Land and the Saddlebrook Court Subdivision.

3. The grants, conveyances, assignments, terms, covenants and agreements herein contained shall inure to the benefit of and be binding upon the Assignee and its successors and assigns.

4. By its execution hereof, Assignee accepts this Assignment and agrees to the within-described terms and provisions.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

Signed and acknowledged in the presence of: CLARION BUILDING CO., an Ohio Corporation

[Signature]

By: [Signature] Don A. Wyper, President

Signed and acknowledged in the presence of: SADDLEBROOK DEVELOPMENT CO., an Ohio general partnership

[Signature]

By: [Signature] Partner
State of Ohio
County of Lucas

The foregoing instrument was acknowledged before me this
5th day of 1984 by Don A. Wyper, President
of Clarion Building Co., on behalf of the corporation and by
authority of its Board of Directors for the uses and purposes set
forth in the aforesaid Assignment.

John W. Martin
Notary Public
Attorney-At-Law

State of Ohio
County of Lucas

The foregoing instrument was acknowledged before me this
5th day of 1984 by Robert F. Mix, Partner,
of Saddlebrook Development Co., an Ohio general partnership, on
behalf of the partnership.

John W. Martin
Notary Public
Attorney-At-Law

This instrument prepared by:
John F. McCarthy, Esq.
McHugh & Shuster
5580 Monroe Street
Suite 200
Sylvania, Ohio 43560-2538
EXHIBIT A

Saddlebrook Court Plat 2 Subdivision, a Replat of Lots 5 and 6 in Bernath Village, Plat 1, in the City of Toledo, Lucas County, Ohio