Summer Breeze Estates

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DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, RESTRICTIONS, AND COVENANTS FOR SUMMER BREEZE ESTATES SUBDIVISION

Know All Men By These Presents:

WCIC Inc., an Ohio Corporation, hereinafter referred to as the Grantor, being the owner of all of the following described premises, situated within the County of Lucas, State of Ohio:

The southeast quarter (1/4) of Section eight (8), Town eleven (11) south, Range six (6) east in the City of Sylvania, Lucas County, Ohio, excepting therefrom the east twenty (20) feet of the south half of the one thousand eighty (1,080) feet thereof and also excepting therefrom that part thereof conveyed to the Board of Lucas County Commissioners by deed recorded in Volume 2479 of Deeds, page 171.

has established a general plan for the improvement and development of such premises, and says hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of such lot owner and such subdivision, or any interest therein, and shall run to and appurtenant with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are imposed upon such lots, all of which are to be constructed in accordance with the said covenants, conditions, reservations, and restrictions, running with the title to such lots and with each and every parcel thereof.

USE OF RESIDENTIAL LOTS:

A. All residential lots in Summer Breeze Estates Subdivision shall be used exclusively for the construction of single-family dwellings. No structure or building of any nature whatsoever shall be constructed, erected, placed, or permitted to stand on any residential lot except a single-family dwelling (including a attached garage) and except as otherwise approved and permitted by the Summer Breeze Estates Architectural Control Committee.

B. No audible traffic or noise other than typical household pets (e.g., cats, and birds can be kept or maintained on any residential lot. As a rule, shall an owner of any residential lot keep or maintain any more than three (3) household pets on any such lot. The Summer Breeze Estates Architectural Control Committee reserves the right to further restrict the number and type of household pets kept or maintained on any residential lot.

C. No trailer, truck, or other vehicle in excess of 30 ft. shall be parked, stored, or placed anywhere within the Subdivision, on any street of the Village, on any residential lot within the Subdivision, except during time of active home construction.

D. No temporary building, storage shed, or other structure shall be parked, occupied, stored, or placed anywhere within the Subdivision, or on any residential lot within the Subdivision, except during time of active home construction.

E. No above ground swimming pools of any nature shall be constructed, placed or permitted to stand on any residential lot within the Subdivision.

II. TYPE, SIZE AND CONSTRUCTION:

A. Any structure constructed, erected, placed or permitted to stand on any residential lot in the Subdivision must be approved in writing by the Summer Breeze Estates Architectural Control Committee prior to the start of any phase of construction. Such approval will be considered only upon submission of satisfactory plans, specifications and site plan showing location of the structure on the lot. All construction must conform to the following minimum standards:

1. Any single-family dwelling erected on any residential lot in Summer Breeze Estates Subdivision shall have a construction cost of not less than $65,000.00 as determined in January of each year based on the January, 1979 wholesale price index published monthly by the Department of Labor and shall be approved by the Summer Breeze Estates Architectural Control Committee.

2. All streets, sidewalks, and buildings shall require the approval of the Summer Breeze Estates Architectural Control Committee and shall conform with all street and local zoning codes, rules, and regulations established by the City and appropriate governmental agencies. No fence, wall or other screening device, whether made of wood, metal, brick, or hedges (including any hedge row) shall extend from the back yard so as to obstruct a view which is in line with the side of the residential structure on the lot.

3. Construction of any building must begin within thirty (30) months from the date of purchase of the lot. All dwellings shall be completed on or before within thirty (30) months from the start of construction. All exterior elevations, including garages, porches, and other exterior structures shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All exterior walls must be constructed of approved materials and home plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All exterior walls must be constructed of approved materials and home plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All exterior walls must be constructed of approved materials and home plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All exterior walls must be constructed of approved materials and home plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All exterior walls must be constructed of approved materials and home plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All exterior walls must be constructed of approved materials and home plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval.

4. Prior to the start of any phase of construction, a site plan, a site plan grading plan, and building plans shall be submitted to the Summer Breeze Estates Architectural Control Committee for approval. All site plans and grading plans shall indicate and depict the proposed final grade on the lot.

5. For purposes of the construction and development of Summer Breeze Estates Subdivision are complete and the Summer Breeze Estates Architectural Control Committee is dissolved, the owners of residential lots agree:

1. All personal property placed or moved on a residential lot shall be at the sole risk of the owner of such personal property and owner of the residential lot.
III. MISCELLANEOUS RESTRICTIONS:

Owners of any unoccupied residential lots shall at all times keep and maintain their lot in the Subdivision in an orderly manner, free from litter and other growth to be reasonable cut and prevent accumulation of trash and debris on the premises. Summer Breeze Estates Architectural Control Committee shall have the authority to determine the amount of such cutting or removal.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

Control Committee, further, reserves the right to determine the size and character of all tree plantings on the lot. Trees shall be removed only if the lot owner has developed his lot to the extent that the lot owner can reasonably cut and prevent accumulation of trash and debris on the premises.

No building or structure or other occupancy shall be permitted on any lot or lots or. The owner of any residential lot, nor his heirs, assigns, employees, or agents, shall construct, erect or place on any residential lot any sign advertising any business, trade, occupation, or other similar activity. No sign shall be constructed or erected on the premises.

No dwelling or house or other permanent structure shall be removed from any lot without the written permission of the Architectural Control Committee. The Architectural Control Committee shall have the authority to require such removal.

No sign shall be constructed or erected on any lot without the written permission of the Architectural Control Committee. The Architectural Control Committee shall have the authority to require such removal.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

Any tree shall be cut or removed without the written permission of the Architectural Control Committee.

All telephone and electric service lines and wires shall be installed and placed beneath the grade level of all streets and streets, and all other points of access to the residential lot shall be from the street. All service connections shall be made to the rear of the dwelling. No such service lines and wires shall be permitted to be placed on the exterior of any such dwelling.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

All driveways and other access roads shall be constructed and maintained as required and in accordance with the standards and specifications, if any.

The Architectural Control Committee shall have the exclusive right to determine the location, size, type, and appearance of all buildings and structures, and the location, size, type, and appearance of all trees and other landscape features on the lot. No building or structure or other occupancy shall be permitted on any lot without the written permission of the Architectural Control Committee. The Architectural Control Committee shall have the authority to require such removal.

No tree shall be cut or removed without the written permission of the Architectural Control Committee.

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DECLARATION AND ESTATE OF CONDITIONS, RESERVATIONS, RESTRICTIONS, AND Covenants FOR SUMMER BREEZE ESTATES SUBDIVISION

Third Amended

Pursuant to an Ohio Corporation, hereinafter referred to as the Creator, being the owner of all of the following described premises, situated within the County of Lucas, State of Ohio:

Summer Breeze Estates Subdivision, Plat 1

The following quarter (1/4) of Section eight (8), Township ten (10) north, Range six (6) east in the City of Sylvania, Lucas County, Ohio, excepting therefrom the east twenty (20) feet of the north one thousand eight hundred (1500) feet thereof and also excepting therefrom that part thereof conveyed to the Board of Lucas County Commissioners by deed recorded in Volume 2479 of Deeds, page 171.

Recorded October 16, 1979, Volume 83, Pages 21 to 24

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and to which all lots and portions of such lots shall be improved or sold and conveyed by it to the present owner thereof. These covenants, conditions, reservations, and restrictions are for the benefit of each lot owner in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof.

USE OF RESIDENTIAL LOTS:

A. All residential lots in Summer Breeze Estates Subdivision shall be used exclusively for the construction of single-family dwellings. No structure or building of any nature or character shall be erected, placed or permitted to stand on any residential lot except a single-family dwelling (including attached private garage) and except as otherwise approved and permitted by the Summer Breeze Estates Architectural Control Committee.

B. No animals other than household pets (dogs, cats, and birds) can be kept or maintained on any residential lot. At no time shall an owner of any residential lot keep or maintain any animals other than those listed above or any livestock, poultry, or fowl on any residential lot. The Summer Breeze Estates Architectural Control Committee reserves the right to further restrict the number and type of household pets kept or maintained on any residential lot.

C. No trailer, truck, or other vehicle in excess of 12 feet shall be parked, occupied, or used anywhere within the Subdivision, on any street of the Subdivision, on any residential lot within the Subdivision, except during time of active home construction.

D. No temporary building, storage box or bin, or other structure shall be parked, occupied, stored, or placed anywhere within the Subdivision, on any street of the Subdivision, or on any residential lot within the Subdivision, except during time of active home construction.

E. No above ground swimming pools of any nature shall be constructed, placed or permitted to stand on any residential lot within the Subdivision.

II. TYPE, SIZE AND CONSTRUCTION:

A. Any structure constructed, erected, placed or permitted to stand on any residential lot in the Subdivision must be approved in writing by the Summer Breeze Estates Architectural Control Committee prior to the start of any phase of construction. Such approval will be considered only upon submission of satisfactory plans, specifications and grid map showing location of the structure on the lot. All construction must conform to the following minimum standards:

1. Any single-family dwelling erected on any residential lot in Summer Breeze Estates Subdivision shall have a constant cost of not less than $145,000.00 or an annual tax valuation, as assessed in each year based on the January, 1979 wholesale price index published monthly by the Department of Labor and shall be approved by the Summer Breeze Estates Architectural Control Committee.

2. All fences, walls, and outbuildings shall require the approval of the Summer Breeze Estates Architectural Control Committee and shall conform with all setback and lot zoning codes, rules, and regulations established by the county and other governmental agencies. No fence or other screening device, whether made of wood, metal, brick, or live foliage (including any hedge row), shall extend from the back yard or side yard beyond a point which is at a distance from the residential structure on the lot.

3. Construction of any dwelling must be begun within nine (9) months from date of purchase of the lot. All dwellings shall be completely constructed and exteriorized within nine (9) months from date of the start of construction, and shall conform to all applicable building codes, rules, and regulations established by the county and appropriate governmental agencies. All windows, doors, and similar items shall be installed between the start of construction and the date of completion of exteriorization of the dwelling. All residential lots must be sodded or grass seed planted within nine (9) months from the date of the start of construction.

4. Prior to the start of any phase of construction, a site plan, a lot grading plan, and building plans shall be submitted to the Architectural Control Committee for approval. The site plan and lot grading plan shall indicate and depict the proposed final elevations of the lot, the floor elevations of the structure, and the horizontal and vertical dimensions of the structure. The building plans shall be complete in every respect of the proposed construction.

5. All residential lots shall be free of debris, construction materials, and miscellaneous construction equipment prior to the dwelling being considered complete and ready for occupancy.

6. No natural drainage areas may be dammed or altered at any time without the approval of the Architectural Control Committee.

7. During construction of any particular residential structure, all construction vehicles, construction debris, and construction materials shall be confined to the lot where the construction is occurring.

8. The lot line setback line for any and all single-family dwellings erected on the Subdivision shall be a minimum of thirty (30) feet from the front property line, and the owner of the lot agrees.

9. Until all phases of the construction and development of Summer Breeze Estates Subdivision are completed and The Summer Breeze Estates Architectural Control Committee has dissolved, the owners of residential lots agree:

1. All personal property placed or stored on a residential lot shall be at the sole risk of the owner of said personal property and owner of the residential lot.
C. Grantee expressly reserved temporary easements and rights of any kind, over, under and across each lot in the Subdivision for the benefit of all construction personnel, equipment and materials necessary to or from a construction site in Summer Breeze Estates area. These temporary easements shall be effective only until the lot owner has developed his lot or until the necessary roads are constructed and made available to the lot owner. The lot owner has developed his lot or until the necessary roads are constructed and made available to the lot owner, the lot owner shall have the right to assign the use of said temporary easements and rights of way to any person, firm or corporation performing construction. However, no builder, contractor or agent of the lot owner may cause the removal of any trees or the dumping, burning, spreading or disposal of any earth or debris of any nature on the lot of any other owner without the written permission of the Subdivider.

III. MISCELLANEOUS RESTRICTIONS:

A. Owners or any occupied residential lots shall at all times keep and maintain their lot in the Subdivision in an orderly manner, causing weeds and other growth to be reasonable cut, and prevent accumulation or rubbish and dirt on the premises. Summer Breeze Estates Architectural and Engineering Committee may cut weeds if a lot has not complied with this restriction and charge the owner the costs of such cutting or removal.

B. No lot shall have an area less than 65 acres in size, as determined by the Summer Breeze Estates Architectural and Engineering Committee. Further, trees less than 18 inches in diameter, as determined by the Summer Breeze Estates Architectural and Engineering Committee, shall be too thick for the good health of other trees or considered unsightly, shall be removed at the cost of the lot owner.

C. No business, trade, profession, office, business or other similar activity of any kind or nature whatsoever shall be conducted or carried on upon any lot or lot line.

D. No owner of any residential lot, nor his or her heirs, assigns, or agents, shall permit, permit, or allow or permit to be done on any residential lot any act or any activity which may cause the removal of any trees or the dumping, burning, spreading or disposal of any earth or debris of any nature on the lot of any other owner without the written permission of the Subdivider.

E. Imposition of any or any two of these covenants or restrictions by judgment, decree or other court order shall have no effect of any other lot of any other owner hereunder, which shall remain in full force and effect.

F. Any approval given by the Summer Breeze Estates Architectural Committee does not relieve the owner of any residential lot of the responsibility of obtaining any required approvals or permits from any governmental regulatory authority. In the event the standards or restrictions established by any appropriate governmental authority shall exceed these herein, then the standards of the appropriate governmental authority shall prevail.

G. The covenants, reservations and restrictions recited herein shall be incorporated herein as by reference in every deed hereafter issued conveying any part of the Subdivision.

H. No residential lot or lots may be subdivided into smaller units of any size.

I. All telephone and electric service lines and wires shall be placed and placed beneath the ground level of all lots. All exterior entrances and other exterior projections placed upon a residential lot for the transmission of waves or signals shall be placed and erected at the rear of the dwelling. No such antenna shall be erected on the roof of any such dwelling.

J. Grantee reserves the right to obtain from residential lot owners further permanent and temporary easements for construction or otherwise as to water, storm drainage, sanitary sewer, underground electric and telephone, at no cost to the Grantee. These easements shall run with the land to the benefit of the Grantee and its successors.

K. All driveways and other approaches shall be of the standard type and shall be placed and erected at the rear of the dwelling.

L. Until all phases of the construction and development of Summer Breeze Estates Subdivision are completed and the Summer Breeze Estates Architectural Committee is dissolved, the owner of any residential lot agrees to be bound by any order, rule, regulation, restriction, or directive issued by The Summer Breeze Estates Architectural Committee for review and/or approval and any matter which arises with respect to the interpretation of any of the covenants or restrictions recited herein.

M. Any tank or for the storage of fuel placed or maintained on any residential lot outside of any building in the Subdivision shall be located below the surface of the ground and, if placed above the ground, such tank shall be screened by shrubbery or fencing. Such screening or fencing shall be maintained by the lot owner.

N. All driveways and other approaches shall be constructed of six (6") reinforced concrete. Construction of asphalt driveways and other approaches is prohibited.

O. The owner of any residential lot shall construct public sidewalks near the street curb as required and in accordance with city and county specifications, if any.

P. The Summer Breeze Estates Architectural Committee shall have the exclusive right to determine the location, color, size, design, location, and standards for all mail delivery boxes, and the location, size, type, and species of trees planted between the sidewalks and streets curb in order that all such areas of Summer Breeze Estates Subdivision be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailboxes, letter delivery box, shrubbery, and trees planted between the sidewalks and streets curb. The lot owner shall also maintain any shrubbery and/or trees which may be planted by the Grantee.

Q. On any lot within the Subdivision, there shall be a minimum of five (5) trees located between the sidewalk and the front of the dwelling. If needed, such trees shall be planted at the lot owner's expense and such trees shall be a minimum of six (6') feet in height.
The attached instrument, "Declaration and Establishment of Conditions, Reservations, Restrictions, and Covenants for Summer Breeze Estates Subdivision", was signed before me this 14th day of January, 1980, by Wade L. Estep, Secretary/Treasurer of W.E.G., Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]

Notary Public
HELEN GARDNER
NOTARY PUBLIC, LUCUS COUNTY, OHIO.

RECEIVED & RECORDED,
JAN 15 1980

SANDY ISENBERG
RECORDS, LUCUS COUNTY, OHIO.

W.E.G., INC.
PO Box 442
WESTERVILLE, OH 43081

80 473E09
DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, RESTRICTIONS, AND COVENANTS FOR SUMMER BREEZE ESTATES SUBDIVISION

Know All Men by These Presents:

W.I.C. Inc., an Ohio Corporation, hereinafter referred to as the Grantor, being the owner of all of the following described premises, situated within the County of Lucas, State of Ohio,

Summer Breeze Estate Subdivision, Plat I

The southwest quarter (¼) of Section eight (8), Town nine (9) south, Range six (6) east in the City of Sylvania, Lucas County, Ohio, excepting therefrom the east twenty (20) feet of the south one thousand eight hundred fifty (1850) feet thereof and also excepting therefrom that part thereof conveyed to the Board of Lucas County Commissioners by deed recorded in Volume 2479 of Deeds, page 171.

Recorded October 16, 1979 Volume 83 pages 21 to 24

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, restrictions, and reservations upon which the subject, and all lots and portions of such lots shall be improved or sold and conveyed by the owner thereof. Each and every one of these covenants, conditions, restrictions, and reservations is for the benefit of each lot owner in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective owners in interest of the present owner thereof. These covenants, conditions, restrictions, and reservations are imposed upon such lots, all of which are to be constructed in accordance with the restrictive covenants running with the title to such lots and with each and every parcel thereof.

USE OF RESIDENTIAL LOTS

A. All residential lots in Summer Breeze Estates Subdivision shall be used exclusively for the construction of single-family dwellings. No structure or building of any nature or character shall be constructed, erected, placed or permitted to stand upon any residential lot, except a single-family dwelling, including attached garage, and except as otherwise approved and permitted by the Summer Breeze Estates Architectural Control Committee.

B. No animals other than household pets (dogs, cats, and birds) can be kept or maintained on any residential lot. All dogs must be owned by the lot owner. No more than three (3) such household pets can be kept on any such lot. The Summer Breeze Estates Architectural Control Committee reserves the right to limit the number of and type of household pets kept or maintained on any residential lot.

C. No trailer, truck, or other vehicle in excess of a one-ton capacity shall be parked, occupied, or stored anywhere with the Subdivision on any street of the subdivision or on any residential lot within the Subdivision except during the time of move-in or move-out.

D. No temporary building, structure, or other objects of an unsightly nature shall be parked, occupied, or stored in any place within the Subdivision on any street of the Subdivision or on any residential lot within the Subdivision except during the time of move-in or move-out.

E. No above ground swimming pool of any nature shall be constructed, placed, or permitted to stand on any residential lot within the Subdivision.

II. SIZE AND CONSTRUCTION

A. Any structure constructed, placed, stored, or permitted to stand on any residential lot in the subdivision must be approved in writing by the Summer Breeze Estates Architectural Control Committee prior to any phase of construction. Such approval will be consistent with the approved subdivision plat and any other applicable governmental regulations. No house or other structure shall be constructed unless the structure is of frame, brick, or other substantial material. The height of the structure shall be limited to two (2) stories with a maximum roof height of fifteen (15) feet.

B. No structure, building, or any structure, building, or other object shall be constructed, placed, or permitted to be constructed, placed, or permitted to stand on any residential lot in the subdivision except during the time of move-in or move-out.

C. Any structure, building, or other object shall be constructed, placed, or permitted to be constructed, placed, or permitted to stand on any residential lot in the subdivision except during the time of move-in or move-out.

D. No temporary building, structure, or other object shall be constructed, placed, or permitted to be constructed, placed, or permitted to stand on any residential lot in the subdivision except during the time of move-in or move-out.

E. No above ground swimming pool of any nature shall be constructed, placed, or permitted to be constructed, placed, or permitted to stand on any residential lot in the subdivision.

80 034006
2. To execute and comply with all statutes, ordinances, rules, regulations, requirements, and orders of the United States, State of Ohio, and City of Springfield, as well as all of their respective Departments and Boards, for the correction, prevention, and abatement of nuisances or other violations.

3. To indemnify and hold harmless the Owner and any and all of the Officers, Directors, and Board members of said corporation for any liability whatsoever for damages to any person, property, or real property (including other lots within the Subdivision) caused by the act or failure of any owner or any lot owner, contractor or builder, and any of the owners, partners, or employees of said contractor or builder.

C. Contractor expressly reserved temporary easements and rights of way in, over, under and across each lot in the Subdivision for the benefit of all construction personnel, equipment, and materials necessary to erect or demolish a building on the premises. Summer Breeze Estates Architectural Control Committee may also require or remove such easements, rights of way, or other restrictions on the lot owner if the construction personnel, equipment, and materials are unreasonably placed or if the easements, rights of way, or other restrictions are unreasonably placed.

III. MISCELLANEOUS RESTRICTIONS:

A. Owners of any unoccupied residential lots shall at all times keep and maintain their lots in the Subdivision in an orderly manner, causing no odor, and no other growth to be reasonable cut, and prevent accumulation of rubbish and debris on the premises. Summer Breeze Estates Architectural Control Committee may, if necessary, require or remove such easements and rights of way if the lot owner, contractor, or builder has not complied with this restriction.

B. No trees larger than 36 inches in diameter may be cut or removed without the written permission of the Summer Breeze Estates Architectural Control Committee. Further, trees larger than 36 inches in diameter, if determined by the Summer Breeze Estates Architectural Control Committee to be unhealthy, shall be removed at the cost of the lot owner.

C. No business, store, shop, or similar activity of any kind or nature whatsoever shall be conducted or carried on upon any of the lots in the Subdivision.

D. No device or appliance shall be installed or used on any residential lot or any sign existing on any business, store, shop, or similar activity of any kind or nature whatsoever shall be conducted or carried on upon any of the lots in the Subdivision.

E. Any approval given by the Summer Breeze Estates Architectural Control Committee does not waive the owner of any residential lot of the responsibility of obtaining any required approvals or permits from any governmental regulating authority.

F. The Architectural Control Committee, with the assistance of the local government, shall have the right to inspect any lot at any time.

G. The Committee may require additional restrictions, agreements, or easements to be provided by any person or corporation performing construction.

I. All telephone and electric service lines and wires shall be installed and placed beneath the ground level of all lots. All television antennas and other similar antennas shall be placed on a residential lot for the transmission of waves or signals shall be placed and erected to the rear of the dwelling.

J. The owner reserves the right to obtain from the Architectural Control Committee, written permission for the construction of other than a residential building.

K. All driveways and other approaches from the street curb to the dwelling or garage shall be constructed of such materials as are consistent with the existing streetscape and other approaches.

L. The owner of any residential lot shall construct public sidewalks near the street curb as required by law and in accordance with city and county specifications and codes.

M. The Summer Breeze Estates Architectural Control Committee shall have the exclusive right to determine the location, size, width, distance, location, and standards of all public streets, sidewalks, and streets to be added to the subdivision.

N. The Summer Breeze Estates Architectural Control Committee shall have the exclusive right to determine the location, size, width, distance, location, and standards of all public streets, sidewalks, and streets to be added to the subdivision. The lot owner shall maintain the streets, sidewalks, and streets constructed by the Committee in accordance with the standards and specifications prescribed by the Committee.

O. On every lot within the Subdivision there shall be a minimum of five (5) trees located in a manner so as not to interfere with the sidewalk or street. If required, such trees shall be planted at the lot owner's expense and such trees shall be maintained in a like tree in the Subdivision.

Signed in the presence of:

[Signatures]

By: [Signature]

Kode L. Estep

Secretary/Treasurer

80 034007
The attached instrument, "Declaration and Establishment of Conditions, Reservations, Restrictions, and Covenants for Summer Breeze Estates Subdivision", was signed before me this 12th day of January 1980, by Wade L. Estep, Secretary/Treasurer of W.E.G., Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]
Notary Public

MELIN GARDNER
NOTARY PUBLIC - LUCAS COUNTY, OHIO.
MY COMMISSION EXPIRES OCT. 31, 1980

RECEIVED & RECORDED
JAN 15 1980

W.E.G., INC
SANDY ISENDERG
RECORDS, LUCAS COUNTY, OHIO
Paragraph II - A (8)
"Front - Set - Back - Building - Line"

The Front - Se. - Back - Building - Line for any single
dwelling erected on the following lots only in the Summer Breeze
Estates Subdivision shall be as follows:

Lot 33, Plat I - 32.0 Feet
Lot 34, Plat I - 30.0 Feet
Lot 35, Plat I - 30.0 Feet
Lot 52, Plat I - 30.0 Feet
Lot 53, Plat I - 27.0 Feet
Lot 54, Plat I - 29.5 Feet
Lot 55, Plat I - 30.0 Feet
Lot 56, Plat I - 31.5 Feet
Lot 57, Plat I - 33.0 Feet

All other Lots, Plat I - 35.0 Feet Minimum

Paragraph III - N.
"Driveways and Approaches"

All approaches and sidewalks in Summer Breeze Estates shall be
constructed of concrete as specified below: The Driveway (from the
garage apron to the edge of the sidewalk) may be constructed of either
asphalt or concrete. The specification outlined below will be followed
for the appropriate substance used.

"CONCRETE SPECIFICATIONS"

"Concrete shall have a minimum of 28 day compressive
strength of 4,000 P.S.I., AIR ENTRAINED (6%), and shall
be laid a minimum of six (6) inches thick on a level
granular base, which shall be a minimum of four (4) inches
thick. All Concrete shall be reinforced with 6-6-10 wire
mesh. The approach, sidewalk, driveway, and garage floor
shall each be separated from the others by expansion and
contraction joints. Such joints shall also be placed a
maximum of fifteen (15) feet apart in the driveway area.

All Concrete will be treated with a curing compound
which contains a minimum of eighteen (18) percent solid
content of chlorinated rubber or similar compound and
shall contain NO wax, oil, or organic salt. Application
rate of curing compound shall not exceed 200 square feet
per gallon."

"ASPHALT SPECIFICATIONS"

SUBGRADE PREPARATIONS

The surface of subgrade should be smoothly finished by
grading with a blade, leaving no depressions which will tend
to collect and pond water, and roll surface with a three-wheel
roller, or with a rubber-tired roller to seal the surface for
minimizing penetration of water.
"ASPHALT SPECIFICATIONS, continued"

BASE INSTALLATION:

Aggregate base. Item 304: seven (7) inches compacted thickness placed and compacted in two (2) layers approximately equal thickness, with each layer uniformly compacted to a density of not less than 100% of ASTM D-698 maximum density. The surface of base shall be uniform in texture. If segregation occurs, limestone screening shall be added to fill voids between coarser aggregate sizes to develop a uniform texture.

BITUMINOUS PRIME COAT

Apply one (1) coat over the entire surface of the base, at the rate of a minimum .25 gallon per square yard per coat. No unprimed surface shall be evident.

ASPHALT CONCRETE

Bottom course shall be 1½" thickness after compaction with an 8 - 12 ton roller.
Surface course shall be 1" thickness after compaction with an 8 - 12 ton roller
Combined minimum total thickness 2¾" after compaction.
In places inaccessible to roller use hand tampering and rolling devices to achieve compaction equal to rolled areas.
Provide positive drainage as indicated by finish elevations and away from building in all directions. Allow no pockets or depressions to collect water. Make paving surface flush with adjacent paving. Maximum surface variation allowed: 1/4" in ten (10) feet

SEALER

New asphalt concrete shall cure a minimum of two (2) weeks before sealing.
Remove all dirt, mud, etc., by sweeping, flushing with water, or compressed air.
Apply minimum of two (2) coats of sealer in accordance with manufacturer's directions.
Keep traffic off pavement for 48 hours.

Signed In The Presence Of:

Cynthia M. Reeder
Secretary/Treasurer

By:
Wade L. Estep

The attached instrument, "Declaration and Establishment of Conditions, Reservations, Restrictions, and Covenants for Summer Breeze Estates Subdivision", was signed before me this 24th day of October, 1980, by Wade L. Estep, Secretary/Treasurer, of TEC, Inc.

I, WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

SECOND RECORD

RECEIVED & RECORDERED
JUNE 25 1980

SANDY ISenberg
ORDER, LUCUS COUNTY, OHIO
REPEAL OF
RESTRICTIONS FOR SUMMER BREEZE ESTATES SUBDIVISION AND
AMENDED DECLARATION OF RESTRICTIONS
FOR
SUMMER BREEZE ESTATES SUBDIVISION PLAT I
AND
WoodStream FARMS SUBDIVISION PLAT I

WHEREAS, on December 11, 1979, a set of Restrictions pertaining to Summer Breeze Estates Subdivision was recorded in the Lucas County Recorder's Office in Mortgage Microfiche No. 79-1401-C12; and

WHEREAS, on January 15, 1980, a set of Restrictions pertaining to Summer Breeze Estates Subdivision was recorded in the Lucas County Recorder's Office in Mortgage Microfiche No. 80-034-C06; and

WHEREAS, on June 25, 1980, a set of Restrictions pertaining to Summer Breeze Estates Subdivision was recorded in the Lucas County Recorder's Office in Mortgage Microfiche No. 80-473-E07; and

WHEREAS, there is currently pending in Lucas County Common Pleas Court, Case No. 82-0669, the subject matter of which is the applicability of the aforementioned three (3) sets of Restrictions to the various Plats in the Summer Breeze Estates Subdivision; and

WHEREAS, the undersigned persons and entities are all of the parties who have an interest in all or part of Summer Breeze Estates Subdivision; and

WHEREAS, the undersigned persons and entities include all of the parties involved in Lucas County Common Pleas Court Case No. 82-0669 and said parties desire to resolve the issues involved therein; and

WHEREAS, the undersigned desire to repeal, cancel and hold for naught all existing restrictions listed above and having application to the real estate herein described;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the undersigned as follows:
I. Those Declarations of Restrictions recorded in Mortgage Microfiche Numbers 79-1401-C12, 80-034-C06, and 80-473-E07 of the Lucas County Recorder's Office and having application to the following described real estate are hereby cancelled, repealed and held for naught:

The southeast quarter of Section Eight (8), Town Nine (9) South, Range Six (6) East, in the City of Sylvania, Lucas County, Ohio, excepting therefrom the east twenty (20) feet of the south one thousand eight hundred fifty (1,850) feet thereof and also excepting therefrom that part thereof conveyed to the Board of Lucas County Commissioners by deed recorded in Volume 2479 of Deeds, page 171, including what is now known as Lots 1 through 83, inclusive, in Summer Breeze Estates Plat I, a Subdivision in the City of Sylvania, Lucas County, Ohio.

II. AMENDED DECLARATION OF RESTRICTIONS AS TO SUMMER BREEZE ESTATES PLAT I, A SUBDIVISION IN THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO

WHEREAS, Louisville Title Agency For N.W. Ohio, Inc., Trustee, hereinafter called "Developer", is the owner in fee simple of the following described real estate:

All that part of the Southeast 1/4 of Section 8, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Beginning at the center of said Section 8; thence South 89 degrees 55 minutes 33 seconds East along the East/West centerline of Section 8 a distance of 1127.23 feet to the Northwest corner of Lot 33 in the Plat of Summer Breeze Estates Plat I, as recorded in Volume 83, Pages 21 to 24, inclusive, Lucas County Book of Plats; thence along the boundary of the said Summer Breeze Estates Plat I the following five courses and distances:

South 23 degrees 56 minutes 08 seconds West, 281.17 feet,
South 27 degrees 17 minutes 34 seconds West, 232.76 feet,
South 46 degrees 07 minutes 11 seconds West, 255.00 feet,
South 43 degrees 52 minutes 49 seconds East, 7.90 feet,
and South 46 degrees 07 minutes 11 seconds West, 145.00 feet
to the West corner of Lot 19 in the said Summer Breeze Estates Plat I; thence South 43 degrees 52 minutes 49 seconds East a distance of 80.00 feet; thence South 46 degrees 07 minutes 11 seconds West a distance of 35.00 feet; thence North 43 degrees 52 minutes 49 seconds West a distance of 200.00 feet; thence South 46 degrees 07 minutes 11 seconds West a distance of 52.00
feet; thence South 82 degrees 11 minutes 38 seconds West a distance of 149.41 feet; thence North 77 degrees 56 minutes 58 seconds West a distance of 142.25 feet; thence North 89 degrees 48 minutes 13 seconds West a distance of 193.00 feet to the North/South centerline of said Section 8; and thence North 00 degrees 11 minutes 47 seconds East along said centerline of Section 8 a distance of 712.00 feet to the Point of Beginning. Containing 15.59 acres, more or less.

WHEREAS, Developer intends to record a second plat for the development of said real estate into a subdivision of lots to be known as WoodStream Farms 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, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does, for itself and its successors and assigns, hereby declare, covenant and stipulate that all of the lots as shown on the existing recorded plat of Summer Breeze Estates Plat I in the City of Sylvania, Lucas County, Ohio, shall hereinafter be conveyed by said Developer, its successors and assigns, subject to the following restrictions:
III. Amended Restrictions as to Summer Breeze Estates Plat I

Declaration of Restrictions
as to Summer Breeze Estates Plat I
A Subdivision in the City
of Sylvania, Lucas County, Ohio

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, hereinafter called "Developer", and the undersigned are the owners in fee simple of all of the lots in Summer Breeze Estates Plat I, a Subdivision in the City of Sylvania, Lucas County, Ohio, to-wit:

Lots Numbers One (1) through Eighty-Three (83), inclusive, all of which real estate is hereinafter for convenience referred to as "Summer Breeze Estates Plat I"; and

WHEREAS, Developer desires to establish a general plan for the development of Summer Breeze Estates Plat I and to establish restrictions upon the manner of use, improvement and enjoyment of the lots to which Developer still has record ownership in fee simple in said subdivision, which will make said lots more attractive for residential purposes for its own benefit and the benefit of all present and future owners;

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does for itself and its successors and assigns hereby declare, covenant and stipulate that all of the lots as shown on the recorded Plat of Summer Breeze Estates Plat I, a Subdivision in the City of Sylvania, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns subject to the following restrictions:
Lots numbers One (1) through Eighty-Three (83) inclusive in Summer Breeze Estates Plat I shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme thereof, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in Summer Breeze Estates Plat I, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than 35 feet 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.
Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Summer Breeze Estates Plat I, but only with the written consent of the Developer.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single-family dwelling such garage be made an integral part of said dwelling, nor unless nor until the size, location, type style or architecture, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single-family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Summer Breeze Estates Plat I until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Developer.

Section 6. (A.) The location of any and all driveways shall and remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in
Summer Breeze Estates Plat I, except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

(B.) The undersigned parties hereby acknowledge the fact that the following lots in Summer Breeze Estates Plat I are in violation of the 35 feet Front Set Back Building Lines as established by these Restrictions:

<table>
<thead>
<tr>
<th>Lot</th>
<th>Plat</th>
<th>Front Set Back (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>32.0</td>
<td>30.0</td>
</tr>
<tr>
<td>34</td>
<td>30.0</td>
<td>28.5</td>
</tr>
<tr>
<td>35</td>
<td>30.0</td>
<td>28.5</td>
</tr>
<tr>
<td>52</td>
<td>30.0</td>
<td>31.5</td>
</tr>
<tr>
<td>57</td>
<td>33.0</td>
<td>33.0</td>
</tr>
</tbody>
</table>

The undersigned parties hereby agree that the above existing violations as to the Front Set Back Building Lines may continue and that the parties hereby consent to them and waive their past, present, and future rights and claims to enforce the Front Set Back Building Lines as to the above-mentioned Lots in Summer Breeze Estates Plat I only.

(C.) All approaches and sidewalks in Summer Breeze Estates Plat I shall be constructed of concrete, excepting only the driveway (from the garage apron to the edge of the sidewalk) which may be constructed of either asphalt or concrete.

(D.) The undersigned parties acknowledge the existence of two (2) violations of the restrictions set forth in Paragraph (C.) immediately preceding, the two (2) violations being the driveway approaches (from the street to the edge of the sidewalk) on Lots Twenty-six (26) and Thirty (30) of Summer Breeze Estates Plat I. The undersigned parties specifically and expressly do not waive their rights to have these two (2) violations corrected.

Section 7. No structure or any part thereof shall be erected, placed or maintained on any lot in Summer Breeze Estates Plat I nearer to the front or street line or lines than 35 feet. 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 walks (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
such portion thereof; and no unsightly weeds, unsightly 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 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.

Section 8. No basketball backboard shall be erected or
attached to the front of any dwelling or garage or beyond the
building line as set forth in the plat, and all such basketball
backboards wherever erected shall be approved by the Developer.

Section 9. (A.) Any single-family dwelling erected on
any residential lot in Summer Breeze Estates Plat I shall have a
construction cost of not less than $65,000.00 (or as adjusted
in January of each year based on the January, 1979 wholesale
price index published monthly by the Department of Labor) and
shall be approved by the Developer.
(A) In connection with the provisions contained in section 6 above, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 10. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer, and pipes and conduits or any other public utility facilities together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Woodstream Farms Plat 1 designed as utility right-of-ways, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Summer Breeze Estates Plat 1 over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted...
upon any lot. No well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot.

No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. No signs of any character, other than the sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in 'Summer Breeze Estates Plat I.'

Section 13. Other than dogs, cats, birds, and other domestic pets, all of which are maintained so as not to unreasonably disturb neighbors, the maintenance or harboring of other types of animals is expressly prohibited in 'Summer Breeze Estates Plat I.'

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment,
including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 15. No commercial vehicle, boat, house car, trailer, motor home, or other similar housing device shall be stored on any lot in Woodstream Farms unless it shall be housed within a garage.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, boats, motor homes, snowmobiles, skidmobiles, or any other vehicles, scrap, scrap iron, construction wood, building materials, paper, glass or any reclamation product of material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning construction.

Section 17. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 18. 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 as 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.

Section 19. No grantee or successor in title shall subdivide or
convey less than the whole of any lot without first obtaining
the written consent of the Developer.

Section 20. In all instances where plans and specifications
are required to be submitted to and are approved by Developer, if
subsequent thereto there shall be any variance in the actual con-
struction and location of any alteration or addition, fence, wall,
hedge or roadway, any such variance shall be deemed a violation of
these restrictions.

Section 21. Whenever any of the foregoing covenants, reserva-
tions, 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 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.

Section 22. The Developer shall have the exclusive right to
determine the location, color, size, design, lettering and standards
and brackets of all mail and paper delivery boxes, and the location,
size, type and species of trees and/or shrubbery planted between the
sidewalk and street curb in order that all such areas of Summer
Breeze Estates Plat I be strictly uniform in appearance with respect
thereto. The owner of a residential lot shall maintain the mailbox
and/or paper delivery box when necessary with a mailbox and/or paper
delivery box of similar type, look and quality. The owner shall
also replace any shrubbery and/or trees which may be planted by
the Grantor between the sidewalk and street curb with shrubbery or
trees similar in type, look, and quality in the event the items
supplied by the Grantor die or become diseased.

Section 23. On every non-corner lot within the Subdivision,
there shall be a minimum of five (5) trees located between the
street and the front of the dwelling. Corner lots shall have a
minimum of eight (8) trees. If needed, such trees shall be
planted at the lot owner's expense and such trees shall be a minimum
of five (5) feet in height.
ARTICLE TWO

Section 1. Upon the completion and sale of fifty (50) dwellings in Summer Breeze Estates Plat I, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Summer Breeze Estates Property Owners' Association," and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Developer shall, by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with rights, privileges and powers herein retained by the Developer, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.
ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Developer, its successors or assigns, or by the Association.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2000, at which time these 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, 2000 with written approval of the then owners of not less than two-thirds (2/3) of the lots in Summer Breeze Estates Plat ‘T’, 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 lot owners with the formalities required by law.

These covenants and restrictions may be terminated as of January 1, 2000, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Summer Breeze Estates Plat I upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof.

Section 4. The invalidity of any restriction hereby imposed or of any provision hereof, or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Association acquiring the rights and benefits of Developer shall be deemed a violation of this Declaration and may be enjoined as herein provided. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.
WHEREAS, said Louisville Title Agency for N.W. Ohio, Inc., Trustee, is the owner in fee simple of the following described real estate:

All that part of the Southeast 1/4 of Section 8, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Beginning at the center of said Section 8; thence South 89 degrees 55 minutes 33 seconds East along the East/West centerline of Section 8 a distance of 1127.23 feet to the Northwest corner of Lot 33 in the Plat of Summer Breeze Estates Plat I, as recorded in Volume 83, Pages 21 to 24, inclusive, Lucas County Book of Plans; thence along the boundary of the said Summer Breeze Estates Plat I the following five courses and distances:

South 23 degrees 56 minutes 08 seconds West, 281.17 feet,
South 27 degrees 17 minutes 34 seconds West, 232.76 feet,
South 46 degrees 07 minutes 11 seconds West, 235.00 feet,
South 43 degrees 52 minutes 49 seconds East, 7.90 feet,
and South 46 degrees 07 minutes 11 seconds West, 145.00 feet
to the West corner of Lot 19 in the said Summer Breeze Estates Plat I; thence South 43 degrees 52 minutes 49 seconds East a distance of 80.00 feet; thence South 46 degrees 07 minutes 11 seconds West a distance of 35.00 feet; thence North 43 degrees 52 minutes 49 seconds West a distance of 200.00 feet; thence South 46 degrees 07 minutes 11 seconds West a distance of 52.00 feet; thence South 82 degrees 11 minutes 38 seconds West a distance of 149.41 feet; thence North 77 degrees 56 minutes 58 seconds West a distance of 142.25 feet; thence North 89 degrees 48 minutes 13 seconds West a distance of 193.00 feet to the North/South centerline of said Section 8; and thence North 00 degrees 11 minutes 47 seconds East along said centerline of Section 8 a distance of 712.00 feet to the Point of Beginning. Containing 15.59 acres, more or less.

and

WHEREAS, Developer intends to record a plat for the development of said real estate into a subdivision of lots to be known as WoodStream Farms 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, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does, for itself and its successors and assigns, hereby declare, covenant and stipulate that all lots that will be shown on the platted lots in the above-described real estate to be known as WoodStream Farms Plat I in the City of Sylvania, Lucas County, Ohio, shall be conveyed by said Developer, its successors and assigns, subject to the following restrictions:
ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in Woodstream Farms Plat I, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. 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, portecoches, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Woodstream Farms Plat I, but only with the written consent of the Developer.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single-family dwelling such garage be made an integral part of
said dwelling, nor unless nor until the size, location, type
style or architecture, use, the materials of construction thereof,
the color scheme therefor, the grade elevation thereof, and the
plans, specifications and details of said garage, including the
driveway approach, and garage entrance shall have been first approved
in writing by Developer, and a true copy of said plans, specifications
and details of said garage shall have been lodged permanently with
Developer, and no garage except as conforms to said plans, specifica-
tions, and details shall be erected, reconstructed, placed
or suffered to remain upon any lot. Such garage, in the case of
a single-family dwelling, being an integral part of said
dwelling, shall be subject to all of the covenants, rights, terms,
reservations, limitations, agreements and restrictions at any point
herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed
on any lot nor shall any other swimming pool be installed in
WoodStream Farms Plat I until the plans, specifications and a plot
plan showing the location of such addition or swimming pool shall
have been approved in writing by the Developer.

Section 6. The location of any and all driveways shall and
remain as now established upon any lot, or, if not now established,
shall be determined by Developer in writing at the time of approval
of the plans and specifications for said dwelling. No driveway
shall be located, relocated or suffered to remain upon any lot in
WoodStream Farms Plat I except as now located or determined in
writing by Developer. Complete specifications for construction
of any driveway shall be submitted to Developer and its approval
thereof endorsed thereon in writing.

Section 7. No structure or any part thereof shall be erected,
placed or maintained on any lot in WoodStream Farms Plat I 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 walks (and drives, if otherwise permitted), the planting of

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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 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.

Section 8. 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 wherever
erected shall be approved by the Developer.

Section 9. In connection with the provisions contained in
section 6 above, it is hereby provided that if, in the opinion of
the Developer, by reason of the shape, dimensions or topography
of any lot herein described, or by reason of the type of
dwelling to be erected thereon, or for any other reason satisfactory
to it, the enforcement of the provisions of said Restrictions would
work a hardship, Developer may modify such provisions so as
to permit variations in cost, size, type, location or otherwise that
will not, in its judgment, do material damage to any abutting or
adjacent property.

Section 10. Developer reserves the exclusive right to grant
consents for the construction, operation and maintenance of electric
light, telephone and telegraph poles, lines and conduits, and for water,
gas, sewer, and pipes and conduits or any other public utility facili-
ties together with the necessary or proper incidents and
appurtenances, in, through, under and/or upon any and all highways,
now existing or hereafter established, upon which any portion
of any lot may now or hereafter front or abut.
Section 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of the front, rear and sides of each lot, as shown on the plat of Woodstream Farms Plat I designed as utility right-of-ways, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Woodstream Farms Plat I over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot. No well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. No signs of any character, other than the sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction,
materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in WoodStream Farms Plat I.

Section 13. Other than dogs, cats or birds, all of which shall be maintained within the dwelling so as not to unreasonably disturb neighbors, the maintenance or harboring of any other animals is expressly prohibited in WoodStream Farms Plat I.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front or side of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 15. Any commercial vehicle, boat, house car, trailer or other similar housing device if stored on any lot in WoodStream Farms shall be housed within a garage.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning construction.

Section 17. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time be established by Developer.

Section 18. 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 as
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.

Section 19. No grantee or successor in title shall subdivide
or convey less than the whole of any lot without first obtaining the
written consent of the Developer.

Section 20. In all instances where plans and specifications
are required to be submitted to and are approved by Developer,
if subsequent thereto there shall be any variance in the actual
construction and location of any alteration or addition, fence, wall,
hedge or roadway, any such variance shall be deemed a violation of
these restrictions.

Section 21. 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 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.

Section 22. The Developer shall have the exclusive right to
determine the location, color, size, design, lettering and standards
and brackets of all mail and paper delivery boxes, and the location,
size, type and species of trees and/or shrubbery planted between
the sidewalk and street curb in order that all such areas of
Woodstream Farms Plat I be strictly uniform in appearance with
respect thereto. The owner of a residential lot shall maintain the
mailbox and/or paper delivery box when necessary with a mailbox and/or
paper delivery box of similar type, look and quality.
Section 23. On every non-corner lot within the Subdivision, there shall be a minimum of five (5) trees located between the street and the front of the dwelling. Corner lots shall have a minimum of eight (8) trees. If needed, such trees shall be planted at the lot owner's expense and such trees shall be a minimum of five (5) feet in height.

Section 24. 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 conditions pertaining thereto that said consent may name. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by the Developer provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision.

ARTICLE TWO

Section 1. Upon the completion and sale of sixteen (16) dwellings in WoodStream Farms Plat I, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "WoodStream Farms Property Owners' Association", and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general
welfare of residents on said property, and all parts of said property
shall at all times be maintained subject to such rules and regulations.

Section 1. Developer shall by an instrument
in writing, in the nature of an assignment, vest the Association, if
and when formed, with rights, privileges and powers herein retained
by the Developer, which said assignment shall be recorded in the

ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance of a
deed of conveyance, accepts the same subject to all restrictions,
conditions, covenants, reservations, easements, and the jurisdiction,
rights and powers of Developer and the Association, created or reserved
by this Declaration or by plat or deed restrictions heretofore
recorded, and all easements, rights, benefits and privileges of
every character hereby granted, created, reserved or declared, and
all impositions and obligations hereby imposed shall run with the
land and bind every owner as though the provisions of this Declaration
were recited and stipulated at length in each and every deed of
conveyance. The violation of any restriction or condition, or the
breach of any covenant or provision herein contained shall give
Developer, its successors or assigns, or the Association, the right:
(a) to enter upon the land upon which, or as to which, such
violation or breach exists, and to summarily abate and remove, at
the expense of the owner of said lot or lots, any structure, thing or
condition that may exist thereon contrary to the intent and
meaning of the provisions hereof, and Developer or the Association shall
not thereby be deemed guilty of any manner of trespass; or (b) the
continuance of any breach may be enjoined, abated, or remedied
by appropriate legal proceedings, either at law or in equity,
by Developer, its successors or assigns, or by the Association.

Section 2. These covenants and restrictions shall run with the
land and shall be binding upon the Developer and all persons claiming
under or through the Developer until the 1st day of January, 2000,
at which time these 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, 2000 with
written approval of the then owners of not less than two-thirds (2/3) of the lots in WoodStream Farms Plat I, 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 lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2000, and may be amended or terminated thereafter upon the written approval of the owners of not less than one-half (1/2) of the lots in WoodStream Farms Plat I upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of any provision hereof, or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Association acquiring the rights and benefits of Developer shall be deemed a violation of this Declaration and may be enjoined as herein provided. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the ___ day of ______.

1983.

WITNESSES:

B. Anderson  
Mary Ann Eshleman

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

By  
By

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing was acknowledged before me this 25th day of March, 1983, by Bernadine Anderson, Vice President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the Corporation.

Bernadine Anderson  
Notary Public

Notary Public, State of Ohio
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 23rd day of December, 1982.

WITNESSES: ROBERT SUPRICE CONSTRUCTION, INC.

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 23rd day of December, 1982, by Robert Suprise Construction, Inc.

By: Robert Suprise, Pres.

Notary Public

[Stamp]

WITNESSES:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 4th day of December, 1982, by Frederick J. Vanderpol, President of Vanderpol Builders, Inc., an Ohio corporation.

Notary Public

[Stamp]

WITNESSES:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 4th day of December, 1982, by Carl Wise and Steven Mascho, dba Mascho & Wise Builders, a partnership.

Notary Public

[Stamp]

WITNESSES:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this __ day of ____________, 1982, by

Notary Public
The foregoing instrument was acknowledged before me this 14th day of January, 1982, by Marge L. Smith and Richard A. Smith.

Notary Public

______________________________
HERBY L. SMITH, Lucas County
Notary Public, State of Ohio
My Commission Expires Oct. 31, 1982

WITNESSES:

______________________________
______________________________

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 18th day of January, 1982, by Richard J. Arman.

Notary Public

______________________________
HERBY L. SMITH, Lucas County
Notary Public, State of Ohio
My Commission Expires Oct. 31, 1982

WITNESSES:

______________________________
______________________________

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of __________, 1982, by

Notary Public

______________________________
______________________________

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of __________, 1982, by

Notary Public

______________________________
______________________________

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of __________, 1982, by

Notary Public

______________________________
______________________________

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WITNESSES:

Richard J. Sohnly

WITNESSES:

Rogier K. Rust
Catherine A. Rust

WITNESSES:

Thomas T. Young
Madeleine C. Sterkowicz

WITNESSES:

Donald A. Anderson
Judith A. Anderson
B.F.D. aka B.F.D. COMPANY
By

WITNESSES:

Harry L. Madden

WITNESSES:

Pamela A. Sheeler
Scott O. Sheeler

WITNESSES:

Marc H. Levine
Priscilla Anne Levine

WITNESSES:

Thomas L. Young
Kathleen M. Young

-28-
WITNESSES:

Robert J. McClain, Jr.
Bridget A. McClain

Douglas C. Wamsher

Frederick A. Coburn
Sharon J. Coburn

CARADCO OF COLUMBUS, INC.

By

By

CELLAR LUMBER CO.

By

By

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

By

By

WITNESSES:

Thomas T. Young
Michael Minger

Jane Minger

WITNESSES:

Harry M. Carey

Ronald Smith

Yamma Smith

WITNESSES:

D. E. F. Wall

Harry Carey

Stephanie Carey
WITNESSES:

Daniel Bassford
Janet Bassford

James L. Freels, Jr.
Darlene R. Freels

Joe Nachtrab
Debbie Nachtrab

Tom Bernard
Jan Bernard

Gerald Welch
Lucy Welch

Richard M. Scanes
Lee A. Scanes

Robert Keller
Julie Keller
STATE OF OHIO) } ss.
COUNTY OF LUCAS) 

The foregoing instrument was acknowledged before me this __ day of __________________, 1982, by RICHARD J. SOHNLY.

Notary Public

STATE OF OHIO) } ss.
COUNTY OF LUCAS) 

The foregoing instrument was acknowledged before me this 3rd day of November, 1982, by RONALD K. RUST and CATHERINE A. RUST.

GERALD T. WELCH
ATTORNEY AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R.C.
Recorded in Lucas County

Notary Public

STATE OF OHIO) } ss.
COUNTY OF LUCAS) 

The foregoing instrument was acknowledged before me this 14th day of December, 1982, by MADELINE C. STERKOWICZ.

GERALD T. WELCH
ATTORNEY AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R.C.
Recorded in Lucas County

Notary Public

STATE OF OHIO) } ss.
COUNTY OF LUCAS) 

The foregoing instrument was acknowledged before me this 4th day of December, 1982, by DONALD A. ANDERSON and JUDITH A. ANDERSON.

GERALD T. WELCH
ATTORNEY AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R.C.
Recorded in Lucas County

Notary Public

The foregoing instrument was acknowledged before me this 5th day of December, 1982, by JERRY L. MOORE as Fortress Bank, respectively, of B.F.D., aka B.F.D. COMPANY, a(n) ______________________ on behalf of said ______________________.

Notary Public

JERRY L. MOORE, Lucas County
Notary Public — State of Ohio
My Commission Expires Dec. 31, 1982

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83 243008
STATE OF OHIO } )SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 16th day of December, 1982, by PAMELA A. SHEELER and
SCOTT G. SHEELER.

GERALD T. WELCH
ATTY. AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R.C.
Recorded in Lucas County

STATE OF OHIO } )SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 3rd day of November, 1982, by MARC M. LEVINE and
PRISCELLA ANNE LEVINE.

DAVID E. HAROLD
ATTY. AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R.C.
Recorded in Lucas County

STATE OF OHIO } )SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 1st day of November, 1982, by PAUL E. BLOOD and MARGARET
H. BLOOD.

GERALD T. WELCH
ATTORNEY AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R.C.
Recorded in Lucas County

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STATE OF OHIO  
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 20th day of November, 1982, ROBERT E. MILLER and JUDITH J. MILLER.

GERALD T. WELCH
ATTORNEY AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R. C.
Recorded in Lucas County

Notary Public

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STATE OF OHIO  
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of ____________, 1982, by CRAIG M. STEWART.

Notary Public

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STATE OF OHIO  
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of ____________, 1982, by THOMAS J. BROWN.

Notary Public

---

STATE OF OHIO  
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 3rd day of November, 1982, ERIC R. ZABOR and LHINDA N. ZABOR.

GERALD T. WELCH
ATTORNEY AT LAW
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R. C.
Recorded in Lucas County

Notary Public

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STATE OF OHIO  
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ___ day of ____________, 1982, by ROBERT E. SMITH.

Notary Public

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STATE OF OHIO }\nCOUNTY OF LUCAS)\n
The foregoing instrument was acknowledged before me this 14th day of December, 1982, by MICHAEL J. AHERN, III and DOROTHY R. AHERN.

GERALD T. WELCH\nATTORNEY AT LAW\nNotary Public — State of Ohio\nMy commission has no expiration date, Section 147.03 R. C.\nRecorded in Lucas County

Notary Public

STATE OF OHIO }\nCOUNTY OF LUCAS)\n
The foregoing instrument was acknowledged before me this day of ____________, 1982, by ________________________, as ________________________, and ________________________, respectively, of BLACK FOREST HOMES, INC., an Ohio corporation, on behalf of said corporation.

Notary Public

STATE OF OHIO }\nCOUNTY OF LUCAS)\n
The foregoing instrument was acknowledged before me this 1st day of November, 1982, by LAWRENCE R. THOMAS and JEANNE A. THOMAS.

DAVID L. HONDO\nATTORNEY AT LAW\nNotary Public — State of Ohio — Lucas County

Notary Public

STATE OF OHIO }\nCOUNTY OF LUCAS)\n
The foregoing instrument was acknowledged before me this 7th day of November, 1982, by ROBERT J. McCLAIN, JR. and BRIDGET A. McCLAIN.

DAVID L. HONDO\nATTORNEY AT LAW\nNotary Public — State of Ohio — Lucas County

Notary Public

STATE OF OHIO }\nCOUNTY OF LUCAS)\n
The foregoing instrument was acknowledged before me this ___ day of ____________, 1982, by DOUGLAS G. WAMSHER.
STATE OF OHIO )
)SS.
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 7th day of February, 1982, by FREDERICK A. COBURN and
SHARON J. COBURN.

[Signature]
Notary Public

DAVID L. HENDLER
Attorney at Law

STATE OF OHIO )
)SS.
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this day of _____________, 1982, by ____________________ and
______________________, respectively, of CARADCO OF COLUMBUS,
INC., a(n) __________________, on behalf of said ____________________

[Signature]
Notary Public

STATE OF OHIO )
)SS.
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this day of _____________, 1982, by ____________________ and
______________________, respectively, of CELLAR LUMBER CO.,
a(n) __________________, on behalf of said ____________________

[Signature]
Notary Public

STATE OF OHIO )
)SS.
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this day of _____________, 1982, by ____________________ and
______________________, respectively, of HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION, a banking association, on behalf of said association.

[Signature]
Notary Public

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STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 19th day of December, 1982, by MICHAEL MINGER AND JANE MINGER.

GERALD T. WELCH  
ATTORNEY AT LAW  
Notary Public - State of Ohio  
my commission has no expiration date,  
Section 147.03 R.C.  
Recorded in Lucas County

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 28th day of November, 1982, by RONALD SMITH AND TANNA SMITH.

GERALD T. WELCH  
ATTORNEY AT LAW  
Notary Public - State of Ohio  
my commission has no expiration date,  
Section 147.03 R.C.  
Recorded in Lucas County

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 20th day of November, 1982, by HARRY CAREY AND STEPHANIE CAREY.

GERALD T. WELCH  
ATTORNEY AT LAW  
Notary Public - State of Ohio  
my commission has no expiration date,  
Section 147.03 R.C.  
Recorded in Lucas County

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of October, 1982, by DANIEL BASSFORD AND JANET BASSFORD.

GERALD T. WELCH  
ATTORNEY AT LAW  
Notary Public - State of Ohio  
my commission has no expiration date,  
Section 147.03 R.C.  
Recorded in Lucas County

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of October, 1982, by JAMES L. FREEL AND DARLENE R. FREEL.

GERALD T. WELCH  
ATTORNEY AT LAW  
Notary Public - State of Ohio  
my commission has no expiration date,  
Section 147.03 R.C.  
Recorded in Lucas County
STATE OF OHIO SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 9th day of November, 1982, by JOE NACHTRAB AND

DEBBIE NACHTRAB.
GERALD T. WELCH

Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R. C.
Recorded in Lucas County

Notary Public

STEVE T. WELCH

STATE OF OHIO SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 3rd day of November, 1982, by TOM BERNARD AND JEN BERNARD.

GERALD T. WELCH
ATTORNEY AT LAW

Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R. C.
Recorded in Lucas County

Notary Public

GERALD T. WELCH

STATE OF OHIO SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 3rd day of November, 1982, by GERALD WELCH AND LUCIA WELCH.

DAVID L. HORN

Notary Public

STATE OF OHIO SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 7th day of November, 1982, by GERALD SCANES AND LEE SCANES.

Notary Public

STEVE T. WELCH

STATE OF OHIO SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 7th day of November, 1982, by ROBERT KELLER AND JULIE KELLER.

Notary Public

-38- RECEIVED & RECORDED
MAR 30 1983 2:04 P.M.
SANDY MOORE, RECORDER, LUCAS COUNTY, OH.
MORTGAGE AMENDMENT AGREEMENT

THIS AGREEMENT executed this 30th day of March, 1984 by and between THE SLYVANIA SAVINGS BANK COMPANY, a Banking Corporation, sometimes referred to hereinafter as "Mortgagee", WOODSTREAM DEVELOPMENT COMPANY, an Ohio Corporation, sometimes referred to hereinafter as "Mortgagor", and LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, the present title holder of the real property which is the subject of this instrument for the benefit of Mortgagor and Mortgagee;

WHEREAS, W. E. G., Inc. executed and delivered to Mortgagee a Mortgage Deed dated February 8, 1979, recorded in the Office of the Lucas County, Ohio Recorder on February 21, 1979, Recording Reference 79-160-C98, which Mortgage Deed is incorporated herein by reference, Woodstream Development Company having assumed said Mortgage Note and Deed with reference to real property described as follows, subject to those portions thereof having been previously conveyed and no longer being a part of said Mortgage Deed:

The southeast quarter (1/4) of Section eight (8), Town nine (9) south, Range six (6) east in the City of Sylvania, Lucas County, Ohio, excepting therefrom the east twenty (20) feet of the south one thousand eight hundred fifty (1,850) feet thereof and also excepting therefrom that part thereof conveyed to the Board of Lucas County Commissioners by deed recorded in Volume 2479 of Deeds, page 171.

WHEREAS, Mortgagor desires to modify the repayment of the Promissory Note secured by said Mortgage Deed and to extend the time for payment thereof;

NOW, THEREFORE, it is mutually agreed to by and between the parties as follows:

1. ACKNOWLEDGMENT OF INDEBTEDNESS AND EXTENSION OF MATURITY DATE:

Mortgagor and Mortgagee hereby acknowledge that the principal balance owing upon the Promissory Note dated February 8, 1979, secured by the Mortgage Deed referred to hereinafter, is in the sum of Five Hundred Fifty-six Thousand One Hundred Fifty-six Dollars and Ninety Cents ($556,156.95) as of December 31, 1983.

The principal balance remaining owing shall thereafter be due and payable in monthly payments of interest only, or more, per month, commencing on the 1st day of February, 1984, and on the same day of each month thereafter during the term of this Agreement, with the entire balance, plus any accrued and unpaid interest, to be due and payable in full on or before December 31, 1986. In the event any portions
of the real property which is presently encumbered by the above referred to Mortgage Deed shall be sold, the principal balance shall be reduced in accordance with the Loan Modification Agreement dated December 31, 1983, which is incorporated herein by reference. The unpaid principal balance shall bear interest at the rate of Thirteen (13%) per cent per annum, subject to increase or decrease, in accordance with the terms of the Loan Modification Agreement. Payments shall be first applied to payment of interest and payments from the sale of any lots or acreage shall be applied to reduction of principal.

2. **MODIFICATION OF INSTRUMENTS:**

   The Mortgage Deed referred to hereinafore shall remain as security for the Promissory Note dated February 8, 1979, and said Mortgage Deed and Promissory Note are modified only as provided for herein, all other terms, conditions and provisions of said instruments to remain in full force and effect, and in the event the Mortgagor shall fail to pay any payment provided for in this instrument, Mortgagee shall have the right to accelerate the balance owing under this Agreement, without notice or demand, and Mortgagee shall have the rights and remedies to obtain judgment upon the balances owing under this Agreement and to initiate foreclosure action against the real property which is the subject of this Agreement, and shall have all other rights and remedies as provided for in the Mortgage Deed which is incorporated herein by reference, all of which remedies shall be deemed to be cumulative.

   The duties and obligations of Mortgagor, as provided for in said Mortgage Deed, shall remain in full force and effect.

3. **NON-LIABILITY OF LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE:**

   Louisville Title Agency for N. W. Ohio, Inc., Trustee in executing this document, does not personally undertake any of the covenants or obligations contained herein or in said Mortgage Document, No. TC-160-C08, it being understood that all such covenants and obligations, including payment of the indebtedness, are to be performed by Woodstream Development Company, Mortgagor.

4. **BINDING EFFECT:**

   This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.
THE SYLVANIA SAVINGS BANK COMPANY,
Mortgagee

By: Frederick B. Fisher II,
   Executive Vice President

WOODSTREAM DEVELOPMENT COMPANY,
Mortgagor

By: Douglas C. Wamsler, President

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

By: Kenneth L. White, Sr.
   and Executive Vice President

By: John W. Martin, Vice President

WITNESS:

Richard W. Sans

WITNESS:

Patricia M. Kacsmarz

STATE OF OHIO
   COUNTY OF LUCAS

BEFORE ME, a Notary Public in and for said County and State, personally
appeared Frederick B. Fisher II, as Executive Vice President of THE SYLVANIA
SAVINGS BANK COMPANY, a Banking Corporation, Mortgagee, who acknowledged
that he did sign said instrument as such officer of said corporation, or behalf of
said corporation and by authority of its Board of Directors, and that said instrument
is the voluntary act and deed of the said Frederick B. Fisher II as such officer, and
the voluntary act and deed of said corporation for the uses and purposes therein
expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal this 30th day of March, 1984.

Notary Public, State of Ohio

STATE OF OHIO
   COUNTY OF LUCAS

BEFORE ME, a Notary Public in and for said County and State, personally
appeared Douglas C. Wamsler, as President of WOODSTREAM DEVELOPMENT
COMPANY, an Ohio Corporation, Mortgage, who acknowledged that he did sign said instrument as such officer of said corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of the said Douglas C. Wamsler as such officer, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 30th day of March, 1984.

[Signature]
Notary Public, State of Ohio

STATE OF OHIO)

) SS:

COUNTY OF LUCAS)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kenneth L. White, Sr., Executive, and John W. Martin, as Vice President, duly authorized officers of LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, who acknowledged that they did sign said instrument on behalf of said corporation and by authority of its Board of Directors, and that said instrument is their voluntary act and deed as such officers, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of April, 1984.

[Signature]
Notary Public, State of Ohio

This instrument prepared by:
Harry E. Savage
Attorney at Law
228 North Erie Street
Toledo, Ohio 43624-1668

[Stamp]
RECEIVED DEP. REC. 4/10/84
ASSIGNMENT

This Assignment is made and entered into by Woodstream Development Company, an Ohio corporation (hereinafter "Woodstream") as of this 20th day of July, 1993.

WITNESSETH THAT:

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01, Woodstream, as the owner of Summerbreeze Estates Plat I and Woodstream Farms Plat I, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and 84-1356D06, Woodstream, as the owner of Woodstream Farms Plat II, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03, Woodstream, as the owner of Woodstream Farms Plat IV, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12, Woodstream, as the owner of Woodstream Farms Plat V, VI and VII, in the City of Sylvania, Lucas County, Ohio, submitted said Plats to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09, Woodstream, as the owner of Woodstream Farms Plat VIII, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10, Woodstream, as the owner of Woodstream Farms Plat IX, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 91-094B05, Woodstream, as the owner of Woodstream Farms Plat XII, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants (collectively all of the above Declarations of Restrictions are hereinafter referred to as "Declarations"; collectively all of the above Plats are hereinafter referred to as "Plats");

WHEREAS, Woodstream, pursuant to said Declarations, reserved the right to vest a property owners association with the rights, privileges and powers retained by Woodstream in the Declarations;
WHEREAS, Woodstream Farms Property Owners Association was duly organized as an Ohio non-profit corporation on June 9, 1993;

WHEREAS, Woodstream desires, pursuant to said Declarations, to assign to Woodstream Farms Property Owners Association all the rights, privileges and powers retained by Woodstream in said Declarations relating to the corresponding Plats.

NOW, THEREFORE, Woodstream, pursuant to the said Declarations, hereby assigns to Woodstream Farms Property Owners Association all of its rights, privileges and powers (except as otherwise provided herein) in, to and under said Declarations relating to each of the corresponding Plats. Woodstream specifically reserves exclusively to itself, and does not assign to Woodstream Farms Property Owners Association, its rights pursuant to Article One, Sections 10 and 11 of the Declarations and the right to act as Architectural Control Committee pursuant to Article 7.1 of the Code of Regulations of Woodstream Farms Property Owners Association.

IN WITNESS WHEREOF, Woodstream has caused this Assignment of the Declarations to be signed by it as of the day and year first above written.

WOODSTREAM DEVELOPMENT COMPANY

By: Douglas C. Wamshler, President

Douglas C. Wamshler, President

STATE OF OHIO )
COUNTY OF LUCAS)

Personally appeared before me, the undersigned, a notary public in and for said county, this 20th day of July, 1993, the above-named Douglas C. Wamshler, President of Woodstream Development Company, an Ohio corporation, who acknowledged the signing of the foregoing to be his free act indeed for the uses and purposes herein mentioned.

Witness my hand and official seal on the day and year aforesaid.

Notary Public

This Instrument Prepared By:
FULLER & HENRY
One SeaGate, 17th Floor
Toledo, Ohio 43604-2506

RECEIVED & RECORDED
AUG 09 1993
SUE RIOUX
RECORDE, LUCAS COUNTY, OHIO
93 2327A04
AFFIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS
For Summer Breeze Estates and Woodstream Farms

State of Ohio  } SS:
County of Lucas  

The undersigned John P. Daney, being first duly sworn, deposes and states that he is the current President of the Woodstream Farms Property Owners Association, an Ohio nonprofit corporation, and that he was authorized by the Board of Trustees of the Woodstream Farms Property Owners Association to distribute and tabulate ballots regarding a proposed Amended Basketball Backboard Restriction, said ballot having been distributed to each of the subject property owners in June 1994. The undersigned Affiant further states that he has tabulated the ballots regarding the proposed Amended Basketball Backboard Restriction and that the owners of 252 lots, which is greater than two-thirds (2/3) of the subject plats lot owners, have approved the Amended Basketball Backboard Restriction.

Notice is hereby given that the heretofore existing Basketball Backboard Restriction, as set forth immediately following, has been repealed:

No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set "rth on the plat, and all such basketball backboards wherever erected shall be approved by Developer.

Notice is given that the immediately following is the newly enacted Amended Basketball Backboard Restriction:

The heretofore existing Basketball Backboard Restriction is hereby repealed.
As of May 1, 1994 all existing basketball
backboards that are in place shall be permitted to remain, but must be properly maintained for safety and aesthetic purposes. All basketball backboards erected after May 1, 1994, including the replacement or relocation of heretofore existing backboards, must be approved in writing in advance by the Woodstream Farms Architectural Committee.

Notice is further given that the newly enacted above Amended Basketball Backboard Restriction applies to the following Declarations of Restrictions and Plats:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;
(vii) The Declarations of Restrictions for Woodstream Farms Plats 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), 13, 14, 15 and 16.

Witnesses:

[Signatures]

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by John P. Danehy in my presence this 27th day of July, 1994.

[Signature]

Notary Public
My Commission Expires:

This instrument prepared by:

David L. Honold, Esq.
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Building
405 North Huron Street
Toledo, Ohio 43604
Telephone: (419) 243-1239
Facsimile: (419) 243-2719

RECEIVED & RECORDED
AUG 03 1994 9:20 AM
SUE RIoux
RECORER, LUCAS COUNTY, OHIO
94 2005012
AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS
For Summer Breeze Estates and Woodstream Farms

State of Ohio       )
                   ) SS:
County of Lucas     )

The undersigned John P. Danehy, being first duly sworn, deposes and states that he is the current President of the Woodstream Farms Property Owners Association, an Ohio nonprofit corporation, and that he was authorized by the Board of Trustees of the Woodstream Farms Property Owners Association to distribute and tabulate ballots regarding a proposed Satellite Dish Restriction, said ballot having been distributed to each of the subject property owners in November 1994. The undersigned Affiant further states that he has tabulated the ballots regarding the proposed Satellite Dish Restriction and that the owners of 258 lots, which is greater than two-thirds (2/3) of the subject plats lot owners, have approved the Satellite Dish Restriction.

Notice is hereby given that the immediately following is the newly enacted Satellite Dish Restriction:

Effective September 1, 1994, no satellite dish, antenna, tower, or any other structure of any kind or nature used for transmission or receiving television, radio, electronic or other communication signals may be erected or placed on any lot or home unless prior written approval has been obtained from the Woodstream Farms Architectural Committee. No satellite dish having a diameter in excess of eighteen (18) inches may be erected or placed on any lot or home. Any satellite dish, antenna, tower, or structure which is erected in violation of this provision or in violation of the conditions in the written approval shall be subject to being summarily dismantled and removed by the Woodstream Farms
Property Owners Association and the homeowner violating this provision shall be responsible for reimbursing the Association for all of the expenses, court costs and attorneys fees incurred by the Association to effectuate such dismantling, removal and abatement, either with or without court proceedings.

Notice is further given that the newly enacted above Satellite Dish Restriction applies to the following Declarations of Restrictions and Plats:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-439C12 and 88-662D10;
The Declarations of Restrictions for Woodstream Farms Plats 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), 13, 14, 15 and 16.

Witnesses:

Michelle G. Lohud

John P. Danehy

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by John P. Danehy in my presence this 30th day of November, 1994.

Notary Public

My Commission Expires:

DAVID L. HONOLD
ATTORNEY AT LAW
Notary Public, State of Ohio
My commission has no expiration date.

This instrument prepared by:

David L. Honold, Esq.
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Building
405 North Huron Street
Toledo, Ohio 43604
Telephone: (419) 243-1239
Facsimile: (419) 243-2719

RECEIVED &Recorded
DEC 02 1994
SUE RIOUX
RECORDE, LUCAS COUNTY OHIO

94 2895112
AFFIDAVIT REGARDING REAL ESTATE
(Summer Breeze Estates Plat I and various Plats in Woodstream Farms, Sylvania, Ohio)

The undersigned David L. Monoid, being first duly sworn, deposes and states that he is counsel for the Woodstream Farms Property Owners Association, an Ohio non-profit corporation, and that the Association by means of this Affidavit gives notice that the certain AFFIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2005D10 and the certain AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2895810 pertain to the various Plats and Declarations of Restrictions set forth as follows:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;

(vii) Declaration of Restrictions for Woodstream Farms Plat 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), dated June 28, 1991 and July 9, 1991 and recorded in the Office of the Lucas County Recorder at Deed No. 91-0946B03;
(viii) Declaration of Restrictions for Woodstream Farms Plat 13 dated October 1, 1992 and October 5, 1992 and recorded in the Office of the Lucas County Recorder at Deed No. 92-2839008;

(ix) Declaration of Restrictions for Woodstream Farms Plat 14 dated October 29, 1993 and recorded in the Office of the Lucas County Recorder at Deed No. 93-332402;

(x) Declarations of Restrictions for Woodstream Farms Plats 15 and 16 and all lots in, or to be created in, Plats 15 and 16 of Woodstream Farms.

WITNESSES:

[Signature]

Stacey Stalker

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by David L. Honold in my presence this 19th day of October, 1993.

Stacey Stalker
Notary Public
My commission expires:

After Recording Return To:
This instrument prepared by:
David L. Honold, Attorney
WASSERMAN, BRYAN, LANDRY & HONOLD
405 N. Huron St., Suite 300
Toledo, Ohio 43604
Telephone: (419) 243-1239
Fax: (419) 243-2719

RECEIVED & RECORDED

SUE RIOUX
RECORDER, LUCAS COUNTY OHIO

95 2243004
AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS
For Summer Breeze Estates and Woodstream Farms

State of Ohio
County of Lucas

The undersigned John P. Danehy, being first duly sworn, deposes and states that he is the current President of the Woodstream Farms Property Owners Association, an Ohio nonprofit corporation, and that he was authorized by the Board of Trustees of the Woodstream Farms Property Owners Association to distribute and tabulate ballots regarding a proposed Satellite Dish Restriction, said ballot having been distributed to each of the subject property owners in November 1994. The undersigned Affiant further states that he has tabulated the ballots regarding the proposed Satellite Dish Restriction and that the owners of 258 lots, which is greater than two-thirds (2/3) of the subject plats lot owners, have approved the Satellite Dish Restriction.

Notice is hereby given that the immediately following is the newly enacted Satellite Dish Restriction:

Effective September 1, 1994, no satellite dish, antenna, tower, or any other structure of any kind or nature used for transmission or receiving television, radio, electronic or other communication signals may be erected or placed on any lot or home unless prior written approval has been obtained from the Woodstream Farms Architectural Committee. No satellite dish having a diameter in excess of eighteen (18) inches may be erected or placed on any lot or home. Any satellite dish, antenna, tower, or structure which is erected in violation of this provision or in violation of the conditions in the written approval shall be subject to being summarily dismantled and removed by the Woodstream Farms
Property Owner's Association and the homeowner violating this provision shall be responsible for reimbursing the Association for all of the expenses, court costs and attorneys fees incurred by the Association to effectuate such dismantling, removal and abatement, either with or without court proceedings.

Notice is further given that the newly enacted above Satellite Dish Restriction applies to the following Declarations of Restrictions and Plats:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-679C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;
(vii) The Declarations of Restrictions for Woodstream Farms Plats 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), 13, 14, 15 and 16.

Witnesses:

[Signatures]

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by John P. Danehy in my presence this 30th day of November, 1994.

[Signature]

Notary Public

My Commission Expires:

DAVID L. HONOLD
ATTORNEY AT LAW
Notary Public, State of Ohio

[Signature]

This instrument prepared by:

David L. Honold, Esq.
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Building
405 North Huron Street
Toledo, Ohio 43604
Telephone: (419) 243-1239
Facsimile: (419) 243-2719

[Signature]

RECEIVED & RECORDED
DEC 02 1994

SUE ROUX
RECORDER, LUCAS COUNTY OHIO

94 2895B12
AFFIDAVIT REGARDING REAL ESTATE
(Summer Breeze Estates Plat I and various Plats in Woodstream Farms, Sylvania, Ohio)

The undersigned David L. Honold, being first duly sworn, deposes and states that he is counsel for the Woodstream Farms Property Owners Association, an Ohio non-profit corporation, and that the Association by means of this Affidavit gives notice that the certain AFFIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2005D10 and the certain AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2895B10 pertain to the various Plats and Declarations of Restrictions set forth as follows:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-089C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;

(vii) Declaration of Restrictions for Woodstream Farms Plat 12 (including replatted Lot 270 which was originally part of Plat 10, but which is now part of Plat 12), dated June 26, 1991 and July 9, 1991 and recorded in the Office of the Lucas County Recorder at Deed No. 91-0946R05;
(viii) Declaration of Restrictions for Woodstream Farms Plat 13 dated October 1, 1992 and October 5, 1992 and recorded in the Office of the Lucas County Recorder at Deed No. 92-28399008;

(ix) Declaration of Restrictions for Woodstream Farms Plat 14 dated October 29, 1993 and recorded in the Office of the Lucas County Recorder at Deed No. 93-3324802;

(x) Declarations of Restrictions for Woodstream Farms Plats 15 and 16 and all lots in, or to be created in, Plats 15 and 16 of Woodstream Farms.

WITNESSES:

Van Sheldon
Stacey Stalker

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by David L. Honold in my presence this 19th day of October, 1993.

Stacey L. Stalker
Notary Public
My commission expires:

STATE OF OHIO

Notary Public
Commission Expires 5-3-2000

After Recording Return To:
This instrument prepared by:
David L. Honold, Attorney
WASSERMAN, BRYAN, LANDRY & HONOLD
405 N. Huron St., Suite 300
Toledo, Ohio 43604
Telephone: (419) 243-1239
Fax: (419) 243-2719

RECEIVED & RECORDED
2 OCT 23 1993 412Pm

SUE RIoux
RECORDE, LUCAS COUNTY OHIO
95 2243D04
KNOW ALL MEN BY THESE PRESENTS: That The Toledo Suburban Electric Company, a
corporation organized and existing under and by virtue of the laws of the State of Ohio,
hereinafter called the "Grantor", by C.L. Proctor, its President and H.T. Ledbetter, its
Secretary, hereunto duly authorized and empowered, in consideration of ten dollars ($10.00)
and other good and valuable consideration, the receipt whereof is hereby acknowledged, and
which was paid to it by The Toledo Edison Company, does hereby grant, bargain, sell and
convey to The Toledo Edison Company, hereinafter called the "Grantee", its successors and
assigns forever, the following described real estate and property situate in the County
of Lucas, State of Ohio:

A parcel of land in the Village of Sylvania, Lucas County, Ohio, lying north of Ten
Mile Creek and between Division Street and the east line of The Lake Shore & Michigan
Southern Railroad Company right of way, more fully described as follows:

Commencing at the intersection of the center line of Ten Mile Creek and the west
line of Division Street, extending thence north along the said west line of Division
Street to a line 10 feet north of the north line of the power house building; thence
west along a line parallel to the north line of said power house and 10 feet distant
therefrom to a line 10 feet west of the west line of said power house; thence south along
a line parallel to the west line of said power house, to the center line of Ten Mile
Creek, and east along said center line to the point of beginning, together with its
privileges and appurtenances thereto belonging;

A rectangular tract of land described as follows:

Beginning at a point sixty (60) feet south of and measured at right angles to the
south line of Indiana Plank Road and two hundred three and five-tenths (203.5) feet
(measured along the south line of said Indiana Plank Road) east of the intersection of
the north and south one-quarter (1/4) line of the northeast one-quarter (1/4) of Section
eleven (11) Township nine (9) south, Range four (4) east, with the south line of said
road; thence in an easterly direction sixty (60) feet; thence at right angles in a
southerly direction forty (40) feet; thence at right angles in a westerly direction sixy
(60) feet; thence at right angles in a northerly direction forty (40) feet to the point
of beginning. Containing twenty-four hundred (2,400) square feet, all in Section eleven
(11) Township nine (9) south, Range four (4) east, County of Fulton, State of Ohio.

Together with the privileges and appurtenances thereto belonging.

A rectangular tract of land described as follows:

Beginning at a point on the east property line of The Toledo & Western Railway
Company, which point is eighty and twenty-five hundredths (80.25) feet north of a stone
monument located in the center of Morenci Street and two hundred fifty-five (255) feet
more or less west of the west line of Adrian Street in the town of Lyons, County of
Fulton, State of Ohio; thence west at right angles to said east property line seventy (70)
feet; thence north at right angles sixty (60) feet; thence east at right angles seventy
(70) feet; thence south at right angles sixty (60) feet to the point of beginning,
containing forty-two hundred (4200) square feet.

Together with the privileges and appurtenances thereto belonging.

Also the entire electrical generation, transmission and distribution system now
owned by the Grantor, lying, located and being within the State of Ohio, being the
property formerly owned by The Toledo & Western Railroad Company (hereinafter called the
"Railroad Company") and/or its receivers and conveyed to Grantor by the Special Masters'
Deed hereinafter referred to, together with any and all other property acquired by the
Grantor since said conveyance and being all of the property now owned by the Grantor and
used or usable in or relating to or pertaining to or connected in any way with the
generation, conversion, transformation, transmission or distribution of electrical
energy for any and all purposes whatsoever (all of said property as now or hereinafter
constituted being hereinafter referred to as "The Electrical System") including all
generators, transformers, sub-stations and cars upon which any of these are built, engines
motors, rotary converters, rectifiers, poles, wires, conduits, cables, batteries,
apparatus, appliances, tools, implements, and any and all other articles now owned by the
Grantor.

Also all titles, franchises, contracts, licenses, rights and privileges now owned
by the Grantor and obtained by it by said Special Masters' Deed or otherwise, relating
or pertaining to the said electrical system and/or the maintenance or use of any part
or portion thereof.

Also a perpetual easement and right of occupancy and use in and "two" the real estate
and right of way formerly owned by the Railroad Company within said State, to construct
and maintain thereon any and all poles, wires and appliances, and/or any other part or
portion of said electrical system, as more fully described in the deed of conveyance to
the Grantor from Albert Swartz, Harry A. Dunn and Joseph A. Tager, Special Masters, subject to the reservations set forth in said deed, recorded in the Recorder's Office of the counties of Lucas, Fulton and Williams in the State of Ohio.

Excepting from the above described property all that certain property and portion of said electrical system heretofore conveyed by the Grantor to The Toledo Edison Company of Toledo, Ohio, by a deed duly executed and delivered on July 28th, 1924, and recorded in the Recorder's Office of Lucas County, Ohio; together with all franchises, contracts, licenses, rights and privileges connected therewith and thereby conveyed.

AND ALSO all licenses, easements, covenants, grants, leases, and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands, right of way and franchises (but not including the franchise to be a corporation) and all patents or rights under patents, or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, sale and delivery of its products or other business or purposes of the Company, however acquired, and all engines, generators, machines and machinery, apparatus, appliances, tools, implements, cables, wires, poles, mains, pipes, conduits, meters, equipment and all other property used or useful in connection therewith, or in the business carried on by the Grantor, and all other property of whatsoever kind, character or description, real, personal and mixed, and wherever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by the Grantor, excepting the Common and Preferred Stock of Citizens Light and Power Company now owned and held by it.

TOGETHER with all and singular the buildings, tenements and appurtenances thereunto belonging, and the reversions, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Grantor, or in and to the said premises and property, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the same to the said The Toledo Edison Company, its successors and assigns forever.

And the said The Toledo Edison Company, for itself and for its successors and assigns, does hereby covenant with the said The Toledo Edison Company, its successors and assigns, that it is the true and lawful owner of said premises and has full power to convey the same; that the title so conveyed is free and unencumbered, and further, that it does warrant and will defend the same against all claim or claims of any and all persons, whatsoever.

IN WITNESS WHEREOF the said The Toledo Suburban Electric Company, a corporation, by its President and Secretary hereunto duly authorized, has hereunto set its name and affixed its corporate seal this 1st day of March in the year of our Lord one thousand nine hundred and twenty-seven.

Signed, sealed and acknowledged in the presence of:

J. F. O'Connor

G. W. Wolfe

State of Ohio, in the presence of:

By C. L. Proctor, President

And H. L. Llyd, Secretary

BE IT REMEMBERED that on the 1st day of March 1927, before the subscriber, a Notary Public within and for said county, personally came C. L. Proctor, who is President of said The Toledo Suburban Electric Company, and H. L. Llyd, who is Secretary of said Company, and acknowledged that the name of said

over
AFFIDAVIT REGARDING REAL ESTATE
(Summer Breeze Estates Plat I and various Plats in Woodstream Farms, Sylvania, Ohio)

The undersigned David L. Honold, being first duly sworn, deposes and states that he is counsel for the Woodstream Farms Property Owners Association, an Ohio non-profit corporation, and that the Association by means of this Affidavit gives notice that the certain AFFIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2005D10 and the certain AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2895B10 pertain to the various Plats and Declarations of Restrictions set forth as follows:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;

(vii) Declaration of Restrictions for Woodstream Farms Plat 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), dated June 26, 1991 and July 9, 1991 and recorded in the Office of the Lucas County Recorder at Deed No. 91-0946B05;
(viii) Declaration of Restrictions for Woodstream Farms Plat 13 dated October 1, 1992 and recorded in the Office of the Lucas County Recorder at Deed No. 92-28139D08.

(ix) Declaration of Restrictions for Woodstream Farms Plat 14 dated October 29, 1993 and recorded in the Office of the Lucas County Recorder at Deed No. 93-3324E02.

(x) Declarations of Restrictions for Woodstream Farms Plats 15 and 16 and all lots in, or to be created in, Plats 15 and 16 of Woodstream Farms.

WITNESSES:

[Signatures]

David L. Honold

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by David L. Honold in my presence this 19th day of October, 1995.

Stacey Stalker
Notary Public
My commission expires: 3-3-2000

After Recording Return To:

This instrument prepared by:
David L. Honold, Attorney
MASSERMAN, BRYAN, LANDRY & HONOLD
405 N. Huron St., Suite 300
Toledo, Ohio 43604
Telephone: (419) 243-1239
Fax: (419) 243-2719

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RECORDER, LUCAS COUNTY OHIO

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