This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in the City of Toledo, Lucas County, Ohio, to-wit:

Lots number 10 through 25 both inclusive in SUNNINGDALE WOODS,
PLAT 1, a Subdivision in the City of Toledo, Lucas County, Ohio,
are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of real estate.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said real estate and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners for themselves, their successors and assigns, hereby declare and stipulate that above lots in said SUNNINGDALE WOODS, PLAT 1, should be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until the then owners of 70% of said lots shall have elected in writing to change, in whole or in part, or to terminate these restrictions, and shall have placed said election of record.

2. If the owners, their heirs, successors or assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association, or corporation owning, having any interest in, or composed of the owners of any of the lots
or portions of lots in SUNNINGDALE WOODS to prosecute proceedings at law or in equity against the person, persons, firm, association, or corporation violating or attempting to violate these covenants and either to prevent him, or them, from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants shall in no way effect any other provision of this declaration.

4. No trailer, boat, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portions of SUNNINGDALE WOODS as a residence either temporarily or permanently.

5. No boats, trucks, or trailers shall be stored outside or parked in the yards or on the driveways of any of said lots in this subdivision.

6. No trade, business, profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on, or conducted thereon, except as permitted by zoning ordinances of the governing authorities of the political subdivision encompassing this subdivision.

7. The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling, is expressly prohibited.

8. No outside TV antenna may be installed or erected without the written permission of CLOVER DEVELOPERS, INC.

9. The lot owners of the lots herein above described may collectively or individually petition the SUNNINGDALE WOODS ASSOCIATION for membership therein for which in return for payment of the dues established by the said association, they may receive the benefits of
said association.

10. ARCHITECTURAL CONTROL

No building, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvement or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme and location of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level.

11. House grades and lot grading shall be set in accordance with the Master Grading Plan of SUNNINGDALE WOODS, PLAT 1 as filed with the Division of Engineering of the City of Toledo. Any variance from this grading plan shall be a violation of these restrictions and the CLOVER DEVELOPERS, INC. may at its option, remedy any deficiency at the expense of the owner of the lot where such deficiency exists.

12. ARCHITECTURAL CONTROL COMMITTEE

Said Architectural Control Committee shall be composed of Donald G. Huebner and John R. Perry until such time as 90% of the lots in the
Subdivision have been conveyed to others who will reside in said Sub-
division. At that time said Committee shall be composed of three lot
owners and Donald G. Huebner and John R. Perry. The lot owners to
serve on said committee shall be elected by a vote of the then record
owners of a majority of said lots. If said election does not occur
within 30 days of the conveyance of 90% of the lots in said subdivision,
Donald G. Huebner may at his discretion appoint such a committee with
the consent of the appointees.

All Plans and Specifications required to be approved or dis-
approved by these covenants, shall be submitted to the Committee at the
Office of the CLOVER DEVELOPERS, INC. - Toledo, Ohio. The Committee
shall approve or disapprove said Plans and Specifications in writing
within 30 days from date of their submission.

IN WITNESS WHEREOF, the said Owners, CLOVER DEVELOPERS, INC.,
an Ohio Corporation, has caused its corporate name to be subscribed
this 8th day of July, 1968.

Signed by Clover Developers, Inc., by D. G. Huebner, President
and J. R. Perry, Secretary.

Two witnesses.

Acknowledged July 8, 1968 by said corporation, by said officers,
by authority of its Board of Directors, before a Notary Public. Lucas
County, Ohio (Seal).

Received for record August 27, 1968, and recorded in Volume
2259 of Mortgages, page 529.
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and
Restrictions of the Sunningdale Woods Association, Article VIII,
Section 2, Architectural Control Committee, the Board of Directors
of Sunningdale Woods Association met on March 23, 1980, to fill
the vacancies created by the death of D. O. Huebner and the resign-
ation of J. A. Perry, dated March 13, 1980, the Board of Directors
do hereby appoint the following persons to replace the aforesaid
and to complete the Architectural Control Committee as provided by
Section 2 of the Declaration of Covenants, Conditions and Restrictions:

Richard J. Bell
Mary Ann Huebner
Perry Owens
Joseph Potoczki
Lonnie L. Zwiebel

Further, all plans and specifications required to be approved
or disapproved by these covenants shall be submitted to the Architec-
tural Control Committee at 6026 Tatherwood, Toledo, Ohio 43613. The
Committee shall approve or disapprove said plans and specifications
in writing within thirty (30) days from date of their submission.

In the presence of:

SUNNINGDALE WOODS ASSOCIATION

Richard Huebner
Director

Jack Puckel
Director

Mary A. Buckel
Director

M. H. Buckel
Director

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 23rd
day of March, 1980, by Oren K. Deacon, Sr., Don C. Collum, Maryann
Huebner, Edward R. Voss and Mary A. Buckel
as Directors of Sunningdale Woods Association.

Notary Public, State of Ohio
My Commission Expires:

Edward A. Kemper
Attorney at Law

279006
AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and
Restrictions of the Sunningdale Woods Association, Article VIII,
Section 2, Architectural Control Committee, the Board of Directors
of Sunningdale Woods Association met on the 25th day of May,
1982, to appoint the following persons to the Architectural Control
Committee as provided by Section 2 of the Declaration of Covenants,
Conditions and Restrictions:

Richard Bell
Burrel F. Miller
Glen K. Deacon, Jr.
Richard F. Erdmann
Larry Mihale
Marlene Bodette

Further, all plans and specifications required to be approved
or disapproved by these covenants shall be submitted to the Architec-
tural Control Committee at 6026 Tetherwood, Toledo, Ohio 43613. The
Committee shall approve or disapprove said plans and specifications
in writing within thirty (30) days from date of their submission.

In the presence of:

SUNNINGDALE WOODS ASSOCIATION

BY: Burrel F. Miller, Director
BY: Glen K. Deacon, Jr., Director
BY: Richard F. Erdmann, Director
BY: Larry Mihale, Director
BY: Marlene Bodette, Director
BY: Don C. Collum, Director

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this
25th day of May, 1982, by Burrel F. Miller, Glen K.
Deacon, Jr., Richard F. Erdmann, Larry Mihale, Marlene Bodette and
Don C. Collum as Directors of Sunningdale Woods Association.

Notary Public, State of Ohio
My Commission Expires:

RECEIVED & RECORD

JUN-4 1982

This instrument prepared by:
Edward A. Kemper
Attorney at law
Kemper Box
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and Restrictions of the Sunningdale Woods Association, Article VIII:

Section 2, Architectural Control Committee, the Board of Directors of Sunningdale Woods Association met on the 7th day of March, 1983 to appoint the following persons to the Architectural Control Committee as provided by Section 2 of the Declaration of Covenants, Conditions and Restrictions:

Larry Maher
Richard Bell
Michael Helvey
Paul R. Rang
Richard F. Erdmann
Marlene Bodette

Further, all plans and specifications required to be approved or disapproved by these covenants shall be submitted to the Architectural Control Committee at 6022 Tetherwood, Toledo, Ohio 43615. The Committee shall approve or disapprove said plans and specifications in writing within thirty (30) days from date of their submission.

In the presence of:

SUNNINGDALE WOODS ASSOCIATION

By: Larry Maher
    Michael Helvey
    Paul R. Rang
    Richard F. Erdmann
    Marlene Bodette
    Don Collins

STATE OF OHIO, COUNTY OF LUCAS:

The foregoing instrument was acknowledged before me this day of March, 1983, by Larry Maher; Michael Helvey; Richard F. Erdmann; Paul R. Rang; Marlene Bodette and Don Collins, as Directors of Sunningdale Woods Association.

This instrument prepared by:

Edward A. Hamer
Attorney At Law

RECEIVED & RECORDED
MAR 9 1983 7:38 PM
SANDY ISENBERG
RECORDE LUCAS COUNTY, OHIO
83 175002
DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in the City of Toledo, Lucas County, Ohio, to-wit:

Lots number 3 through 9 both inclusive in SUNNINGDALE WOODS,
PLAT 1, a Subdivision in the City of Toledo, Lucas County, Ohio, are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of real estate.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said real estate and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners for themselves, their successors and assigns, hereby declare and stipulate that above lots in said SUNNINGDALE WOODS, PLAT 1, should be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until the then owners of 90% of said lots and D. G. Huebner shall have elected in writing to change, in whole or in part, or to terminate these restrictions, and shall have placed said election of record.

2. If the owners, their heirs, successors or assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association, or corporation owning, having any interest in, or composed of the owners of any of the above lots or portions of lots in SUNNINGDALE WOODS to prosecute proceedings at law or in equity against the person, persons, firm, association, or corporation violating or attempting to violate these covenants and either to prevent him, or them, from so doing or to recover damages for such violations.
3. The invalidation of any one or more of these covenants shall in no way effect any other provision of this declaration.

4. No trailer, boat, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivisions of lots, or portions of the above described lots in SUNNINGDALE WOODS as a residence either temporarily or permanently.

5. No boats, trucks, or trailers shall be stored outside or parked in the yards or on the driveways of any of said lots described above.

6. No trade, business, profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on, or conducted thereon, except as permitted by zoning ordinances of the governing authorities of the political subdivision encompassing this subdivision.

7. The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling, is expressly prohibited, however, it shall be up to the owner of each individual building as to whether any animals or pets whatsoever shall be allowed in his building.

8. No outside TV antenna may be installed or erected without the written permission of HUEBNER CONSTRUCTION CO.

9. The lot owners of the lots herein above described may collectively or individually petition the SUNNINGDALE WOODS ASSOCIATION for membership therein for which in return for payment of the dues established by the said association, they may receive the benefits of said association.

10. ARCHITECTURAL CONTROL

No building, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced,
erected or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvement or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme and location of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level.

11. ARCHITECTURAL CONTROL COMMITTEE

Said Architectural Control Committee shall be composed of Donald G. Huebner and John R. Perry until such time as 90% of the above lots in SUNNINGDALE WOODS, PLAT 1 have been conveyed to others. At that time said Committee shall be composed of one lot owner and Donald G. Huebner and John R. Perry. The lot owner to serve on said Committee shall be elected by a vote of the then record owners of a majority of said lots. If said election does not occur within 30 days of the conveyance of 90% of the above lots in said subdivision, Donald G. Huebner may at his discretion appoint such a committee with the consent of the appointees.
All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of the Huebner Construction Co.  -- 4224 Herman Place, Toledo, Ohio 43623.  The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

IN WITNESS WHEREOF, the said Owners, Huebner Construction Co., an Ohio Corporation, has caused its corporate name to be subscribed this 17th day of June, 1970.

HUEBNER CONSTRUCTION CO.
By D. G. Huebner, its President,
By J. R. Perry, its Secretary.

Two witnesses.
Acknowledged June 17, 1970, by said company, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record October 5, 1970 and recorded in Volume 2330 of Mortgages, page 423.
An easement and right of way 100 feet wide over the East
one-half of the East one-half of the Southeast quarter of the Southwest
quarter of Section 4, Town 9 South, Range 7 East, was granted The
Toledo Edison Company by instrument dated May 22" 1953 and recorded

The center line of said right-of-way enters said land at a
point on the west line thereof, approximately 100 feet south of the
northwest corner; thence southeasterly to a point approximately 50
feet west of the east line thereof, and approximately 870 feet north
of the south line thereof; thence south and parallel with said east
line and approximately 50 feet west thereof to the south line of said
land.

Grantee shall have the right to use said right of way as
follows:

To construct thereon at any time at Grantee's discretion,
maintain, repair and operate an electric transmission line consisting
of towers, wires, crossarms, circuits for the carrying of current of
any voltage extending from tower to tower, appliances and appurtenances,
overhead ground wires and underground counterpoise wires extending
from tower to tower, all of the foregoing to be of such material,
number and design as is desired by the Grantee.

To, from time to time, without any further consideration, add
to the number of, relocate and extend at will or vary the use of any
wires (including telephone use), towers, circuits, crossarms,
fixtures and appliances without being limited by the first or subsequent
location, construction or use.

To remove any trees, brush, buildings, structures, objects
or materials from said right of way.

To traverse at any time the right of way crosswise or lengthwise
by foot, vehicle or equipment to exercise any of the rights herein
granted, to patrol the right of way or to do anything necessary or useful and convenient as Grantee may desire in connection with the construction, operation and maintenance of said transmission line and matters incident thereto. Also, Grantee shall have the right to construct such bridges or culverts over creeks or ditches and make such improvements to the surface of the right of way as it deems necessary in connection therewith. Grantee shall further have the right to cross the adjoining premises of the Grantor in order to reach said right of way over such reasonable route as shall be designated by Grantor.

To remove at Grantor's option at any time any part or all of such transmission line and all things incident thereto, all of which shall remain personal property of Grantee.

The following rights and restrictions as regard said right of way shall apply to the Grantor and shall run with the land and be binding upon Grantor and all subsequent owners:

Grantor shall be entitled to be paid by the Grantee for any crop or drain tile damages on or off said right of way each time any may be caused by the Grantee.

Grantor shall have ingress and egress over said right of way and shall be entitled to place and maintain drain tile under the right of way and to grow agricultural crops on the right of way which do not form a permanent obstruction and do not grow over 8 feet high, and these shall be the only uses to be made thereof by Grantor.

Grantor shall not at any time plant any trees or place or construct any buildings, structures, objects or materials on or over the 100 foot wide right of way.

Grantor shall not do any mining or excavating on or under the right of way except for placing or repairing drain tile.
Easement to The Toledo Edison Company, dated November 10, 1961 and recorded in Volume 1800 of Deeds, page 210, over the property described as follows: That portion of the west quarter of the south-west quarter of the southeast quarter of Section 4, Town 9 South, Range 7 East in Washington Township, Lucas County, Ohio, which lies westerly of a line drawn parallel with and 50 foot (measured at right angles) easterly of the north and south center line (and said line extended northerly) of the existing steel tower electric transmission line owned and operated by Grantee and located on the property lying west of and adjacent to the property of Grantor described above. Said right of way shall extend from the southern boundary of said Section 4 northerly for a distance of 950 feet. Grantors also quit claim the within easement rights to Grantee as to all land between said transmission line centerline and said parallel line 50 feet easterly thereof. Also the right of ingress and egress and the right to remove obstructions.

NOTE: We are unable to determine without an accurate survey, whether any part of the above easement affects the premises in question.
AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and
Restrictions of the Sunningdale Woods Association, Article VIII, Section 2,
Architectural Control Committee, the Board of Directors of Sunningdale
Woods Association met on the 31st day of March, 1985, to
appoint the following persons to the Architectural Control Committee as
provided by Section 2 of the Declaration of Covenants, Conditions and
Restrictions:

Michael J. Helvey
Paul R. Rang
Gregory L. Arnold
Thomas Davis
Richard Bell
Don Gates

Further, all plans and specifications required to be approved
or disapproved by these covenants shall be submitted to the Architectural
Control Committee at 6092 Saddlewood, Toledo, Ohio 43613. The Committee
shall approve or disapprove said plans and specifications in writing
within thirty (30) days from date of their submission.

In the presence of:

BY: ________________
   Michael J. Helvey

BY: ________________
   Paul R. Rang

BY: ________________
   Gregory L. Arnold

BY: ________________
   Thomas Davis

BY: ________________
   Richard Bell

BY: ________________
   Don Gates

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 31st
day of March, 1985, by Michael J. Helvey, Paul R. Rang, Gregory L.
Arnold, Thomas Davis, Richard Bell and Don Gates as Directors of Sunningdale
Woods Association.

Edward G. Kintner
Notary Public, State of Ohio

The instrument prepared by:
Edward D. Kemper
Attorney-at-Law

RECEIVED & RECORDED

APR 04 1985 2:12 P.M.

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

85 317E01
EASEMENT FOR COMMON DRIVEWAY

This indenture made at Toledo, Ohio, this 17th day of June, 1970, by and between CLOVER DEVELOPERS, INC., an Ohio corporation, hereinafter referred to as the first party and HUEBNER CONSTRUCTION COMPANY, an Ohio corporation, hereinafter referred to as the second party,

W I T N E S S E T H:

WHEREAS, the first party is the owner in fee simple of a large tract of land located in the East 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section Number 4, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio.

WHEREAS, the second party is the owner in fee simple of the following described premises: Lots numbers 3 through 9 inclusive in Sunningdale Woods, Plat I, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, the two parcels of land described above are adjacent to each other, and

WHEREAS, it is desired by the parties hereto to establish, for their mutual advantage, benefit and use, a common driveway as a means of ingress and egress to and from their respective properties.

NOW, THEREFORE, in consideration of the premises and mutual promises and other valuable consideration as hereinafter set forth, the parties hereto hereby agree as follows:

1. Promises of first party

   The first party in consideration of the mutual promises, covenants and agreements made by it with the second party does hereby give, grant and release to the second party, its successors and assigns, an easement and right of way over the land of the first party hereinafter described for the second party, its successors and assigns, and
their agents, servants, tenants, visitors and licensees to freely pass and repass on foot or in vehicles of any description to and from Stirrup Lane, on the North, and Tetherwood Drive, on the South, for purposes of ingress and egress to garage units located on the property of the second party and any other part of the lands of the second party described above for all lawful purposes necessary, incident or proper to the use and enjoyment of the lands of the second party, over the following described premises of the first party:

Beginning at the southwest corner of the property of the second party heretofore described, being the southwest corner of said lot number 3 in Sunningdale Woods, Plat I, thence northerly along the west line of lots 3 through 9 inclusive in Sunningdale Woods, Plat I, to the northwest corner of said lot number 9; thence west along the north line of said lot number 9 extended westerly, a distance of 20 feet to a point; thence southerly parallel to the west line of said lots numbers 3 through 9 inclusive in Sunningdale Woods, Plat I, to a point on the south line of said lot number 3 extended westerly that is 20 feet west of the point of beginning; thence easterly along the said south line of lot number 3 extended, a distance of 20 feet to the point of beginning.

TO HAVE AND TO HOLD said easement and right of way to the second party, its successors and assigns, as appurtenant to the aforesaid land of the second party.

2. Promises of second party

The second party in consideration of the mutual promises, covenants and agreements made with it by the first party does hereby give, grant and release to the first party, its successors and assigns an easement and right of way over the land of the second party hereinafter described for the first party, its successors and assigns, and its agent, servants, tenants, visitors and licensees to freely pass and repass on foot or in vehicles of any description to and from Stirrup Lane on the North, and Tetherwood Drive, on the South, to the lands of the first party described above for all lawful
purposes necessary, incident or proper to the use and enjoyment of
the lands of the first party, or over the following described
premises of the second party:

The south 20 feet of lot number 3 in Sunningdale Woods,
Plat I, a Subdivision in the City of Toledo, Lucas County,
Ohio

TO HAVE AND TO HOLD said easement and right of way to the
first party, its successors and assigns, as appurtenant to the afore-
said land of the first party.

3. Mutual promises

That the parties hereto further mutually promise, covenant
and agree that the cost of maintaining and repairing the driveway
lying within the within granted premises shall be borne by the party
of the second part, its successors and assigns, until such time as
the party of the first part, its successors and assigns, utilizes
said easement, at which time the party of the first part shall assume
1/7 of the cost of maintenance and repair thereof, and the balance
of such costs shall be borne equally by the then owners of the
premises presently owned by the party of the second part; except
that any damage beyond ordinary wear and tear caused by either of the
parties, or their respective successors and assigns, shall be paid
for the party or parties. Further, it is mutually agreed that the
party of the second part shall be responsible for, at its sole cost
and expense, the original construction of the driveway over and upon
the said premises, the subject of this easement.

4. Obstruction of right of way

The parties hereto further mutually promise, covenant and agree
that the easement and right of way herein created shall be kept open
at all times and that neither of the parties hereto nor their
respective successors and assigns, shall permit any vehicle to be
parked or any obstruction of any kind to exist in the said easement
and right of way which will in any way prevent or obstruct free
gress and egress to and from the said Stirrup Lane and/or Tetherwood Drive over the said easement and right of way to and from the lands of either party on foot, or by vehicle of any description.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their duly authorized officers on the day and year first above written.

CLOVER DEVELOPERS, INC.
By: D. G. Huebner, President,
By: J. R. Perry, Secretary.

HUEBNER CONSTRUCTION COMPANY
By: D. G. Huebner, President,
By: J. R. Perry, Secretary.

Two witnesses.

Acknowledged June 17, 1970 by Clover Developers, Inc., by said officers, before a Notary Public, Lucas County, Ohio, (Seal).

Acknowledged June 17, 1970 by Huebner Construction Company, by said officers, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record October 5, 1970 and recorded in Volume 1988 of Deeds, page 409.