TIDEWATER VILLAGE

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DECLARATION OF RESTRICTIONS FOR
TIDEWATER VILLAGE
A DEVELOPMENT IN THE TOWNSHIP OF SYLVANIA,
LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by RICHARD R. TROXEL, TRUSTER AND KATHY A. TROXEL, TRUSTER, hereinafter called "Developer," as of this 15th day of August, 1997.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the parcels in the recorded plat of Tidewater Village ("the Parcel") a Development in the Township of Sylvania, Lucas County, Ohio, which Parcel is recorded in Deed Record 97-0309B03 and 97-0309B12, of the Lucas County, Ohio Record of Parcels (hereinafter said Development is sometimes called "the Village" or "the Development" or "Tidewater"); and

WHEREAS, Tidewater Village is intended to be a first-class, high quality single-family residential development with an emphasis on peaceful and quiet co-existence of a limited number of homesites as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Village Rules and Regulations, and Zoning Resolutions of the Township of Sylvania, Lucas County, Ohio.

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, and in furtherance of the aforesaid development plan, do for themselves and their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Parcel shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1 Residential Parcel. All of the individual parcels located and shown on the Plat as the same may be hereafter combined and/or subdivided and shall be hereafter sometimes referred to herein as "residential parcels". No structure shall be erected, placed or maintained on any such residential parcel other than one (1) single-family residential dwelling, a private garage of not more than four (4) car capacity which shall be made an integral part of the residence dwelling, an attractive appearing garden house, or an underground swimming pool. Such residence shall be used and occupied solely and exclusively for a private residence occupied by a "single-family", defined as "two parents and children or one parent and children". The "single-family" shall not include any relatives other than those aforementioned, nor shall it include unrelated persons.

1.2 Parcel Use. The construction of a single family residence on one residential parcel shall be permitted.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential parcel shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noisy, offensive or unreasonably disturbing activities shall be carried on upon any part of Tidewater Village, nor shall anything be done within Tidewater Village which may be or become an annoyance or nuisance in the Village. No use or practice which is an unreasonable source of annoyance to the residents within the Village or which shall interfere with the peaceful possession and proper use of
the Village lands by its residents shall be permitted. Team practices or large group gatherings on a regular basis are not permitted. It is hereby stated that the intent of the Developer is to provide a peaceful neighborhood, free of noise, and therefore, any outdoor activities which cause unreasonable noise or annoyances to any other Tidewater resident shall cease between the hours of 10:00 p.m. and 8:00 a.m. This provision includes, but is not limited to, noise from lawn equipment, lake activities, recreational pursuits and social gatherings. No unreasonable offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all individual parcels. No well for gas, oil or any other substance shall at any time be erected, placed or maintained on any of the residential parcels other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No parcel shall be used for the storage of automobiles, trucks, recreational vehicles, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except during that period while a structure is being erected upon any residential parcel; building material to be used in the construction of such may be stored thereon, provided, however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to said parcel shall be removed therefrom. No outside burning of debris or material shall be conducted anywhere within the Village. No wash or laundry shall be hung or dried outside of any structure on any residential parcel.

1.4 Completion of Structures. Parcel owners shall complete all residences within one (1) year following the commencement of construction. Construction shall begin within ninety (90) days of the closing on the land. No sod, dirt or graver other than incidental to construction of approved structures shall be removed from residential parcels without the prior approval of the Developer as provided under Article II hereof.

1.5 Pets. Only dogs or cats suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from Tidewater in accordance with the rules and regulations adopted by the Developer or the Association. A maximum of two (2) dogs and two (2) cats are permitted in the single-family residence. Pit Bulls and other vicious animals are strictly prohibited in Tidewater. All owners shall comply with all applicable leash laws. All dogs must be on a leash while outdoors unless in a fenced area on owner’s property. Without limiting any of the foregoing, no animal owned by (or in the custody of) a parcel owner or his tenants or guests shall be permitted on any of the pedestrian access areas in Tidewater ("Pedestrian Access Areas") except when it is leashed or carried by hand and is other in an area that the Association has specially designated for walking pets or in being walked or transported directly to or from such area or directly off the Pedestrian Access Areas. The board of the Association may order temporarily or permanently banned from the Pedestrian Access Areas, and/or Tidewater generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise. No animal may be kept on Tidewater for commercial or breeding purposes. No animal may be kept outside of a residence in a dog house or other specific animal enclosure. Any parcel owner shall pick up and remove any solid animal waste excreted by the pet on Tidewater lands, except for designated pet-walk areas, if any. At no time may any horses, livestock or wildlife be kept on any parcel in the Village.

1.6 Signs. Except for any and all signs of the Developer or its designee having to do with the marketing and developing of Tidewater, which are expressly permitted, after initial occupation of a residence, no signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential parcel on which such
sign is located shall be erected, placed or posted or otherwise displayed on or about any residential parcel without the prior written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, working, location and height of all such signs. During construction of a residence on a particular parcel and prior to occupation of any such residence, not more than one (1) sign may be placed on any parcel advertising the selling or construction of the residence, each not more than ten (10) square feet. All permitted signs shall be located at least fifteen (15) feet back from the right-of-way line.

1.7 Garages. On all parcels garages must be side-loading or rear loading. On any parcel less than 100 feet in width (at the building line) the Developer reserves the right to require a courtyard side-load garage.

1.8 Miscellaneous. Except for trailers of the Developer during initial development of Tidewater, no trailer, basement, tent, shack, garage, barn, mobile home, recreational vehicle, boat, trailer, boat or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Tidewater. No dwelling erected in Tidewater shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Developer as provided under Article 2 of this deed. No business shall be permitted to be operated from any residence in Tidewater Village which would cause the entry and exit of persons other than the Village residents. All parcel owners in the Village are hereby notified that the road known as "Tidewater Place" is a private road. Any truck, boat, bus, tent, mobile home, trailer or other similar vehicle, in writing to be stored on any residential parcel in Tidewater, shall be suitably housed within the attached garage at all times. All rubbish, debris and garbage shall be stored within the garage or an underground container. Each parcel owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's parcel. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the parcel after 6:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash receptacles or bags. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer. No dumping of leaves, grass clippings or compost mixture of any kind shall be permitted in the Village. Grass clippings must be mulched or hauled away.

1.9 Vehicles and Play Equipment. No vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than 24 hours without the prior written consent of the Developer. No vehicle shall be parked outside of a residence overnight without the prior written consent of the Developer if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. A parcel owner and residents thereof may not keep more than four vehicles within Tidewater on a permanent basis without the prior written consent of the Developer. All permanent vehicles shall be parked inside a garage overnight. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to Tidewater. All vehicles parked within Tidewater must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Tidewater for more than 12 hours, and no major repair of any vehicle shall be made on any property which constitutes Tidewater. Motorcycles, go-carts, motorbikes, all-terrain vehicles, jet-skis or other similar recreational devices are not permitted in Tidewater. Absolutely no skateboard ramps or skating devices are permitted in any part of Tidewater including owner's private parcel. At no time will any Tidewater resident or invitee obstruct the private road or driveways with playground or recreational equipment including nets, ramps, goals or any other item.
1.10 Maintenance. Each parcel owner shall maintain his residence and all improvements upon his parcel in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. No parcel owner shall change the original exterior colors of his residence without the prior written consent of the Developer and Association. All sidewalks, driveways and parking areas within the owner's parcel or serving the owner's residence shall be cleaned and kept free of debris; and any cracks, any rust stains or any marks from water usage or damaged and/or eroding areas on same shall be removed, repaired, replaced and/or resurfaced.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all dwellings, buildings, landscaping, and other improvements and structures (including, but not limited to, the height of all structures, the exact location of all structures, signs, fences, walls, driveways, hedges, garages, basements, decks, and swimming pools (see Section 2.5 hereof), and other enclosures) to be constructed and/or situated within the Subdivision shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential parcel and before any alteration, change, or any alteration may be made to any of same on a residential parcel. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured, or modular homes or residences shall be constructed within Tidewater.

2.2 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Tidewater as an architecturally harmonious, artistic and desirable single-family residential community, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the community taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the aesthetic standards of the community. No outbuildings, playhouses or treehouses shall be constructed or placed in the Village except for structures mentioned elsewhere in these restrictions which require written approval of the Developer.

2.3 Location and Building of Structures and Sprinkler Systems. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any parcel nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said
dwelling. This restriction applies to the distances at which said dwelling shall be placed from the front, side and rear lines of said parcel. It shall apply to and include, porches, decks, verandas, porticoes, and other similar projections of any dwelling. Under no circumstances shall any owner or any contractor while in the process of construction on any parcel permit the parking of any vehicles and/or the storage of any materials or debris whatsoever on any other parcel not owned by such owner whether adjacent or not, and whether said other parcel is vacant or not. Any parcel owner who violates this just-mentioned prohibition shall be responsible for any damage caused by such unauthorized use of any other parcel. All parcels shall be serviced by underground automated sprinkler systems giving one hundred (100%) percent parcel coverage installed at time of construction and continuously maintained in operating condition thereafter.

2.4 Window Treatments. Window treatments shall consist of draperies, blinds, decorative panels, or other tasteful window covering with a white or off white lining only, and no newspaper, aluminum foil, sheets, blankets or other temporary window treatments are permitted in the community at any time. Wood blinds which are stained the same interior and exterior color will be permitted in a brown-tone. Painted wood blinds shall be white or off-white. No pictures, decals or signs are permitted to be affixed to any window.

2.5 Swimming Pools and Other Above Ground Improvements or Property. No above ground swimming pools or radio receiving equipment shall be permitted, installed or maintained on any parcel. Without limiting any of the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool shall be subject to the written approval of the Developer. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. No sheds, enclosures, television satellitic dishes, antennas or other such removable property of any kind shall be permitted unless first the plans and specifications therefore are submitted to and approved by the Developer in writing. All playground equipment must be aesthetically appealing and is limited to such items as swing sets or jungle gym. At no time is playground equipment permitted within easements or pedestrian access areas. Developer must approve in writing the plans and specifications for any tennis court, basketball or soccer area or for any substantial recreation area on any parcel.

2.6 Driveways. All driveways in Subdivision shall be asphalt or some other permanent hard surface approved by the Developer in its sole discretion. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed therein in writing. All driveways shall be completed within six (6) months of the completion of construction.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any parcel in Tidewater nearer to the front of street line or lines than approved by Developer. Said portion of any parcel 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 parcel for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statutory fountains and similar ornamentations, being subject to written Developer approvals for the purpose of beautifying any parcel, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or any growths, shall be permitted to grow or remain anywhere upon any parcel, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Each grass lawn must be maintained within one year of parcel purchase. All grass lawns shall be mowed on a regular basis during the growing season with a minimum required mowing schedule of once per week. No speakers to the outside of any and all structures. No outdoor spotlights other than what normally would be attached to the dwelling. No postlights
installed without approval of Developer. No windchimes or windsocks of any kind shall be placed upon any and all structures. No lawn ornaments, decorative sculptures, concrete decorations other than flower baskets, urns, or plant containers on front porch. A maximum of two (2) plant containers per porch or entryway. No benches or lawn furniture in front yards. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any parcel, until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any parcel or destroyed for purposes of construction unless approved in writing by the Developer pursuant to Section 2.1 hereof. Holiday decorations shall be permitted one month prior to the holiday and shall be removed within two weeks after the holiday. This includes Christmas light displays. No excessive display of holiday decorations shall be permitted.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential parcels and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Tidewater. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developer in writing.

Under no circumstances shall contiguous residences have a difference in elevation of more than (1) foot at any place where situated.

Permanent storm sewer pick-ups/catch basins are located on various residential parcels throughout Tidewater. Such permanent storm sewer pick-ups/catch basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential parcels upon which such pick-ups/catch basins are located.

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front or side of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever or wherever erected shall first be approved by Developer in writing. The Developer and/or the Association shall have the right to deny the use and order the removal of basketball areas which infringe upon a neighbor's peaceful possession of his/her property.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any mail and paper delivery boxes, provided, however, all mailboxes shall in any event be located per the applicable U.S. Postmaster's directions. The owner of a residential parcel shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, look and quality. Any mailbox or paper box is subject to the written approval of the developer.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any parcel, until the written consent of the Developer shall have been first obtained therefore, and to be subject to the terms and conditions of said consent as to its type, height (no approved fence shall be more than four (4) feet high), width, color, upkeep and any general conditions pertaining thereto that said consent may name. All approved fences shall be located at least twenty (20) feet back from the building setback line or lines shown on the Plat and shall not encumber the easements as shown on the Village plat.

2.12 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein
contained, to enter any parcel or property upon or as to which such violation or breach exists, and to summarize abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists therein contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop construction on any such parcel, and Developer shall not, by reason thereof be deemed quality 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 therefore to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

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

2.14 Expansion Rights and Further Associations. The Developer envisions that Tidewater will consist of six (6) parcels or more created through the preparation and filing of additional plats to the community to be recorded Restrictions for Each of the Parcels ("Restrictions for Each Adjacent Property"). Developer therefore expressly reserves the right and power and option to amend these restrictions so as to include and cover all parcels which eventually become part of the community as and if same have been part of the Village from the date of the execution.

2.15 Maintenance Charges. Each and every parcel in Tidewater shall be subject to a maintenance charge in the amount established by the Developer, initially One Thousand Eight Dollars ($1,008.00) annually (such assessment shall be on a per parcel basis), payment to be made annually at the time of taking title to any parcel at closing (appropriately prorated at $84.00 per month) and then on the first day of January each calendar year for such calendar year commencing January 1, 1998. The Developer shall have a lien perpetually upon parcels in Tidewater to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the form shown in article 4.3 may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio. In any event any of said annual assessments are not paid when due, the Developer or Association may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential parcel a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of any common areas or any facilities located thereon or by abandonment of the residential parcel. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential parcel shall not affect the assessment lien; provided, however, that the sale or transfer of any residential parcel pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such parcel from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all parcels in Tidewater and shall be applied only toward payment of the costs of collections, improvements, the expenses of association of the Association and the Village, and for and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the parcels in Tidewater, including the maintenance of boulevard areas, public rights-of-way bordering and within the community, ponding areas, drainage areas, pedestrian access areas and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.
ARTICLE III

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the community on, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the Village, and along and upon all highways now existing or hereafter established and abutting all the residential parcels in Tidewater. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential parcels from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, on the Village. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential parcel improvements such as driveways, paved parking areas, and fences. No owner of any residential parcel shall have the right to reserve, or grant any easement or rights of any upon or over any of the residential parcels without the prior written consent of the Developer, its successors and assigns. The Developer also reserves for the benefit of those residential parcels in the Village which are adjacent to any such lake or leisure path located within the community or any portion of the Adjacent Property perpetual non-exclusive easements in favor of the record owners of said parcels for the placement of docks at the edge of said lake provided the composition and placement of such docks are first approved by Developer under the provisions of Article II hereto.

Notwithstanding the provisions of Section 4.0. The rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 4.0. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in this Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

3.2 Right to Establish Further Rules and Regulations. Developer, his successors and assigns shall have the right at any time to establish further Rules and Regulations with same to be binding upon all parties.

ARTICLE IV

TIDWATER VILLAGE HOMEOWNERS' ASSOCIATION

4.0 Tidewater Village Homeowners' Association, Inc. The Developer will create the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "Tidewater Village Homeowners' Association, Inc." The owners of parcels in Tidewater and all persons who hereafter acquire title to such parcels shall be members of the Association. Upon the sale and conveyance by the Developer of all parcels in the Village and all previous or future plats, if any, of Tidewater or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein
provided and shall have the right, from and after such assignment, to
enforce all provisions herein with respect to the construction,
alteration, improvement, maintenance and upkeep of Tidewater, if any, in the manner
determined by the Association to be for the best interests of the owners
of the parcels in Tidewater and future extensions, if any.

4.1 The Association shall have the following additional powers and
rights:

(a) To promote and seek to maintain the attractiveness, value,
and character of the residential parcels through enforcement
of the terms, conditions, provisions and restrictions set
forth in this Declaration, or in any previous and/or
subsequent declaration(s) encumbering any previous and/or
subsequent plat(s) of Tidewater, or in any rules and
regulations which the Association may promulgate pursuant
thereo or thereto.

(b) To promote and seek to maintain high standards of community
and neighborhood fellowship, and to provide a vehicle for
voluntary social and neighborhood activities in Tidewater.

(c) To represent the owners of residential parcels before
governmental agencies, offices and employees, and to
generally promote the common interests of the residential
parcel owners.

(d) To collect and dispose of funds as provided in Section 2.16
hereof, and as may be provided in any previous and/or
subsequent declaration(s) encumbering any previous and/or
subsequent plat(s) of Tidewater.

(e) If the Association is organized and operating as an Ohio
non-profit corporation, to perform all such acts and
functions as are generally authorized by law to be performed
by such corporations and according to the Association’s by-
laws.

(f) To acquire title from the Developer to any pedestrian
access areas (the “Pedestrian Access Areas”) which may be
designated for the pedestrian use and enjoyment of
residential parcel owners in Tidewater.

(g) To acquire title from the Developer to the following lands
in Tidewater: none

(h) To purchase and maintain casualty and liability insurance to
protect the Association and its officers, trustees, managers
and/or members from liability incident to the ownership and
use of (i) Pedestrian Access Areas, (ii) and any other such
areas as the Developer deems appropriate.

(i) To pay all real estate, personal property and other taxes
levied against the Association and to discharge any lien or
cumbrance for taxes or otherwise against the Association
or its assets; and to establish reserves to pay the
estimated future costs of any of the items set forth in this
Section 4.1.

(j) To enforce all provisions herein and in any subsequent
declaration(s) encumbering any subsequent plat(s) of
Tidewater.

(k) Subject to the provisions of this Declaration, to adopt
rules and regulations of general application governing the
use, maintenance, insurance and upkeep of the
Pedestrian Access Areas and of any easement areas created or
reserved in this Declaration, or on the Village, or in
subsequent restrictions and/or on subsequent plat(s) of
Tidewater.
(1) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

4.2 Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one vote in the Association for each residential parcel which such member shall own. Where one person holds an ownership interest in any residential parcel, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential parcel shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential parcel. Where a vote is cast by one of two or more owners of any residential parcel, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential parcel(s) in the Village or in any previous and/or subsequent plat of Tidewater as above described, the Developer shall be entitled to nine (9) votes for each residential parcel so owned by it. The approval of 66% of voting members or 4 of 6 parcel owners, shall be required for approval of Association business items.

4.3 Sample Notice of Lien.

Notice is hereby given that Tidewater Village Homeowners’ Association, Inc. claims lien for unpaid annual assessments for the year(s) ______ in the amount of $__________ against the following described premises:

(Insert Legal Description)

TIDEWATER VILLAGE HOMEOWNERS’ ASSOCIATION, INC., an Ohio non-profit corporation

By: _____________________________
President

STATE OF OHIO, COUNTY OF LUCAS:

The foregoing instrument was acknowledged before me this day of ____________, 19_____, by the President of the Tidewater Village Homeowners’ Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

___________________________
Notary Public

ARTICLE V

USE OF LAKE

5.1 No owner of any residential parcel shall permit any discharge or erosion of soil, sediment or other materials from such owner’s residential parcel into the lake, or any other pond, lake or body of water in Tidewater, whether before, during or after the construction of any structure of residence dwelling on such residential parcel.

5.2 No power boats, motor boats, jet skis, gasoline-powered motors, or other motors of any kind shall be permitted on the lake, or any other ponds, lakes or bodies of water. Electric motors are permitted on boats of less than twelve (12) feet in length with a maximum speed of 10 mph at all times. No houseboats or pontoon boats are permitted. Paddle boats, rowboats, canoes or kayaks are permitted but are limited to use by the resident and its immediate family. No separate docks, diving boards or swim platforms are permitted in the
body of the lakes. Fishing and swimming are permitted by residents only in the lake area which is a part of the owner's private parcel and in no other lake area which is a part of another owner's private parcel. Lake activities are prohibited between the hours of 10:00 p.m. and 8:00 a.m. Parcel owners will hold the Association and other parcel owners harmless from injury or death resulting from use of the lakes and common areas.

5.3 Any necessary maintenance (as determined by the Lucas County Engineer, or otherwise) of the Lake, and any other ponds, lakes and bodies of water located in the community (including any portions of same as may be located within the boundaries of any parcel bordering same) shall be the responsibility of the Association. Under no circumstances shall the owner of any tidewater parcel have the right to diminish, drain, control, dam or affect the level, volume or amount of water located in the lake. Any fountain or aeration system must first be approved in writing by the Developer. No construction of islands or man-made platforms is permitted. No parcel owner will change the shape or configuration of the lake area without written Developer approval. In the absence of the Developer, the officers of the Association will approve any necessary maintenance of the lake or pedestrian access areas.

5.4 No stones or rocks are to be used to create a border at the edge of any lake. No throwing of items into lakes at any time. Owner of any residential parcel shall sign a liability release exempting other parcel owners from any and all liability from injury or death to the Developer and the Association, any parcel owner and his family members or invitees as a result of the usage of any lake, pond, or pedestrian access areas.

5.5 Each parcel owner whose property abuts a lake area shall have the right to use the lake and an easement is hereby given by Developer to each parcel owner over, upon and across the water surface for recreational purposes only, consistent with the provisions set forth in this Article 5 "Use of Lake" and shall follow any rules and regulations adopted by the Association. Any use of the lake area shall be at the sole risk of said owner or his invitees.

5.6 Reasonable rules and regulations governing use of the lakes, and other ponds, lakes and bodies of water located in the community by owners of residential parcels may be promulgated from time to time by the Developer, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all parcel owners.

ARTICLE VI

DURATION OF RESTRICTIONS, AMENDMENTS

6.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2010 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

6.2 Amendments. These covenants and restrictions may be amended or revoked with the approval of the then owners of not less than seventy-five percent (75%) of the residential parcels in the community, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving residential parcel owners with the formalities required by law.

ARTICLE VII

PEDESTRIAN ACCESS AREAS

7.1 Use of Pedestrian Access Areas. Each member of the Association, in common with all other members of the Association as owners of residential parcels, shall have the right to use the Pedestrian Access Areas at Tidewater for all purposes incident to the

11
use and occupancy of such member's residential parcel as a place of residence and other incidental uses including the non-exclusive easement together with other residential parcel owners to the use and enjoyment of the Pedestrian Access Areas and for other incidental uses including but not limited to those uses set forth in this Article VII; provided, however, that such right and non-exclusive easement to use the Pedestrian Access Areas shall not extend to those portions of the Pedestrian Access Areas where the Developer has approved extensions from adjacent residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. All members shall use the Pedestrian Access Areas in such manner as will not restrict, interfere or impede the use thereof by other members of the Association, except to the extent that the Developer has approved the extension into the Pedestrian Access Areas immediately adjacent to residential dwellings erected on residential parcel of patio, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. Article V, "Use of Lake," sets further restrictions of the use of the lake areas.

7.2 The Developer, its successors and assigns, hereby reserves the right, at any time and from time to time, to convey fee simple title to all or any portion of the Pedestrian Access Areas in the Village, or any Pedestrian Access Areas created by the Developer in any subsequent plots of the Adjacent Property to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any Pedestrian Access Areas in Tidewater until such time as 50% of the platted residential parcels in Tidewater are owned of record by persons or entities other than the Developer.

7.3 Notwithstanding the provisions of Section 4.1 and any designation of Pedestrian Access Areas on the Plat or any subsequent plat(s) of the Adjacent Property, neither the Association nor any owner of any residential parcel shall have any ownership interest in or any right to control the use or development of any such Pedestrian Access Areas unless and until the Developer shall convey such Pedestrian Access Areas to or for the benefit of the Association. Thereafter, the owners of the residential parcels shall have only those rights with respect to the Pedestrian Access Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

ARTICLE VIII
ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

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

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

8.3 Transfers and Leases Subject to Restrictions. All transfers and conveyances of each and every residential parcel in Tidewater shall be subject to these restrictions. All leases of any residence within the community shall be subject to these Restrictions and all By-Laws, rules and regulations adopted by the Association. No lease of any residence shall be less than one year (12 months) in duration.
8.4 Notices. Any notice required to be sent to any owner of a residential parcel or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, first-class postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

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

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

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

8.8 Warranties. Each residential parcel owner, by acceptance of a deed to a residential parcel in Tidewater, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or suitability of the residential parcels for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Pedestrian Access Areas of Tidewater, or (c) Tidewater generally, other than as expressly stated in writing, (i) by the Developer to the residential parcel owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

IN WITNESS WHEREOF, The undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this day of August , 1997, by Richard E. Troxel, Trustee and Kathy A. Troxel, Trustee.

[Signature]

Notary Public

[Notary Seal]

Roberta J. Ziviski

History Public - State of Ohio

My Commission Expires Apr 13, 2002

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13
RELEASE OF LIABILITY

LIABILITY RELEASE PER ITEM 5.4 USE OF LAKE AND VERIFICATION OF UNDERSTANDING OF RESTRICTIONS

As a parcel owner in the Tidewater Village development in the Township of Sylvania, Ohio, I hereby hold harmless all other Tidewater Village parcel owners, the Developer and the Association from any and all liability due to injury or death to any members of my family or any of my invitees as a result of usage of any of the lake areas or the pedestrian access areas in Tidewater Village.

I also verify that I have read and understand the Declaration of Restrictions for Tidewater Village attached hereto and that I and my family members will abide by the Restrictions.

IN WITNESS WHEREOF, the undersigned party/parties have hereunto set their hands to this instrument as of the day and year written below.

PARCEL OWNER:

__________________________________________
Print Name

PARCEL OWNER:

__________________________________________
Print Name

WITNESSES:

__________________________________________
__________________________________________

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this ________

day of ____________________, 19____.

__________________________________________
Notary Public
Parcel one (1) in Tidewater Village in the Township of Sylvania, Lucas County, Ohio, and legally described as:

A Parcel of land being part of the west half (1/4) of the east half (1/4) of the Southwest quarter (1/4) of Section twelve (12), Town nine (9) South, Range five (5) East in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the intersection of the North-South centerline of said Section twelve (12) with the south line of said east half (1/4) of the Southwest quarter (1/4) of said Section twelve (12), said South line of the east half (1/4) of the Southwest quarter (1/4) of Section twelve (12) also being the centerline of Briton Road; as it now exists;

thence in a westerly direction along said south line of the east half (1/4) of the Southwest quarter (1/4) of Section twelve (12), having an assumed bearing of North eighty-nine (89) degrees thirty-eight (38) minutes thirty (30) seconds West a distance of one-thousand-twenty-nine and twenty-two hundredths (1029.22) Feet to the Point of Beginning;

thence continuing North eighty-nine (89) degrees thirty-eight (38) minutes thirty (30) seconds west two-hundred-forty-nine and eighteen hundredths (249.18) Feet along said south line of the east half (1/4) of the Southwest quarter (1/4) of said Section twelve (12) to a "+" in monument box lid;

thence North zero (00) degrees seven (07) minutes fifty-eight (58) Seconds West along the west line of the east one-half (1/2) of the Southwest quarter (1/4) of said Section twelve (12) a distance of eight-hundred eighty and ninety-nine hundredths (880.99) Feet to a set 5/8 iron bar with cap #4926;

thence South forty-five (45) degrees seven (07) minutes fifty-eight (58) Seconds East two-hundred-twenty-four and zero hundredths (224.00) Feet to a set 5/8 iron bar with cap #4926;

thence South zero (00) degrees eleven (11) minutes thirty-eight (38) Seconds East one-hundred twenty-seven and forty-two hundredths (127.42) Feet to a set 5/8 iron bar with cap #4926;

thence South forty-five (45) degrees seven (07) minutes fifty-eight (58) Seconds East one-hundred-twenty-seven and forty-two hundredths (127.42) Feet to the intersection of said line drawn three-hundred-ninety and zero hundredths (390.00) Feet westerly and parallel with said East line of the west half (1/4) of the east half (1/4) of the Southwest quarter (1/4) of Section twelve (12) to a set 5/8 iron bar with cap #4926;

thence South zero (00) degrees eleven (11) minutes thirty-eight (38) Seconds East, along last described line, five-hundred seven and twenty-two hundredths (507.22) Feet to the True Point of Beginning;

Containing four and sixty-five thousandths (4.065) acres of land, more or less. Subject to legal highways being 0.172 acres +/- lying within the Briton Road Right-of-Way.

Bearings used hereon are based on an assumed median and arc for the express purpose of showing angular measurement.
Parcel Two (2) in Tidewater Village in the Township of Sylvania, Lucas County, Ohio and legally described as:

A parcel of land being part of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12), Town Nine (9) South, Range Five (5) East in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the intersection of the North-South centerline of said Section Twelve (12) with the South line of said East Half (1/2) of the Southwest Quarter (1/4) of said Section Twelve (12), said South line of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12) also being the centerline of Brink Road, as it now exists;

thence in the Westerly direction along said South line of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12), having an assumed bearing of North Eighty-nine (89) Degrees, Thirty-Eight (38) Minutes, Thirty (30) seconds West, a distance of Nine-Hundred-Sixty-Nine and Twenty-Two Hundredths (969.22) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12);

thence North Zero (00) Degrees, Eleven (11) Minutes, Thirty-Eight (38) Seconds, West along said line drawn Three-Hundred-Thirty Feet and Zero Hundredths (330.00) Westerly and parallel with said East line of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12), Six-Hundred-Sixty and Three-Hundredths (660.03) Feet to the intersection of a line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northerly of and parallel with the South line of the East Half (1/2) of the Southwest Quarter (1/4) of said Section Twelve (12) to a found iron pipe; said point being the TRUE POINT OF BEGINNING;

thence North Forty-Five (45) Degrees, Seven (07) Minutes, Fifty-Eight (58) Seconds West Three-Hundred-Fifty-One and Thirty-Eight Hundredths (351.38) Feet to a set 5/8 Iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West One-Hundred-Eighty-Three and Thirty-Seven Hundredths (183.37) Feet to a set 5/8 Iron bar with cap #4926;

thence North Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds East Five-Hundred Seventy-Eight and Two Hundredths (578.02) Feet to the intersection of the East line of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12) to a set 5/8 Iron bar with cap #4926;

thence South Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds East along said East line of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Four-Hundred-Thirty-Eight and Seventy-Hundredths (438.70) Feet to the intersection of a line drawn six hundred sixty and zero hundredths (660.00) feet northerly of and parallel with the South line of the East Half (1/2) of the Southwest Quarter (1/4) of said Section Twelve (12) to a found iron pipe;

thence North Eighty-Nine (89) Degrees, Thirty-Eight (38) Minutes, Thirty (30) Seconds West along said line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northerly of and parallel with the South line of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Thirty and Two Hundredths (330.02) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly of and parallel with the East line of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12); said point also being the TRUE POINT OF BEGINNING.

Containing Five and Sixty-One Thousandths (5.061) acres of land, more or less.

Bearings used hereon are based on an assumed median and are for the express purpose of showing angular measurement.
Parcel Three (3) in Tidewater Village in the Township of Sylvania, Lucas County, Ohio and legally described as:

A parcel of land being part of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12), Town Nine (9) South, Range Five (5) East in Sylvania Township, Lucas County, Ohio. Bounded and described as follows:

Commencing at the intersection of the North-South centerline of said Section Twelve (12) with the South line of said East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12), and said South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) also being the centerline of Brant Road, as it now exists;

thence in the Westerly direction along said South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12), having an assumed bearing of North Eighty-Nine (89) Degrees, Thirty-Eight (38) Minutes, Thirty (30) Seconds West, a distance of Nine-Hundred-Sixty-Nine and Twenty-Two Hundredths (969.22) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12);

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with the East line of the West Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Six-Hundred-Sixty and Three Hundredths (666.03) Feet to the intersection of a line drawn Six-Hundred-Sixty and Zero Hundredths (666.00) Feet Northerly and parallel with the South line of the East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) to a found iron pipe;

thence North Eighty-Nine (89) Degrees Thirty-Eight (38) Minutes Thirty (30) Seconds West along said line drawn Six-Hundred-Sixty and Zero Hundredths (666.00) Feet Northerly and parallel with the South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Thirty and Two Hundredths (330.02) Feet to the intersection of the East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) to a found iron pipe;

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said line drawn East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Four-Hundred-Thirty-Eight and Seventy-Hundredths (438.70) Feet to the TRUE POINT OF BEGINNING to a set 5/8 iron bar with cap #4926;

thence South Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds West Five-Hundred-Seventy-Eight and Two Hundredths (578.02) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Two-Hundred Sixty-Three and Sixty-Three Hundredths (263.63) Feet to a set 5/8 iron bar with cap #4926;

thence North Forty-Four (44) Degrees Fifty-Two (52) Minutes Two (02) Seconds East One-Hundred-Twenty-Seven and Twenty-Eight (127.28) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Thirty-Seven and Fifty (37.50) Feet to a set 5/8 iron bar with cap #4926;

thence North Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds East Four-Hundred-Eighty-Seven and Sixty Hundredths (487.60) Feet to the intersection of the East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) to a set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds East along said East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Ninety and Fifty Hundredths (390.50) Feet to the TRUE POINT OF BEGINNING;

Containing Five and One-Hundredths (5.010) acres of land, more or less.

Bearings used herein are based on an assumed median and are for the express purpose of showing angular measurement.
Parcel Four (4) in Tidewater Village in the Township of Sylvania, Lucas County, Ohio and legally
described as:

A parcel of land being part of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4)
of Section Twelve (12), Town Nine (9) South, Range Five (5) East in Sylvania Township, Lucas
County, Ohio. Bounded and described as follows:

Commencing at the intersection of the North-South centerline of said Section Twelve (12) with the
South line of said East Half (1/4) of the Southwest Quarter (1/4) of said Section Twelve (12), said
South line of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) also being the
centerline of Brint Road, as it now exists;

thence in a Westerly direction along said South line of the East Half (1/4) of the Southwest Quarter
(1/4) of Section Twelve (12), having an assumed bearing of North Eighty-Nine (89) Degrees, Thirty-
Eight (38) Minutes Thirty (30) Seconds West a distance of Nine-Hundred-Sixty-Nine and Twenty-
Two-Hundredths (969.22) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero-
Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (1/4) of the East
Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12);

thence North Zero (00) Degrees, Eleven (11) Minutes, Thirty-Eight (38) Seconds West along said
line drawn Three-Hundred-Thirty and Zero-Hundredths (330.00) Feet Westerly and parallel with the
East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section
Twelve (12) a distance of Six-Hundred-Sixty and Three-Hundredths (660.03) Feet to the intersection
of a line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northeasterly and parallel with
the South line of the East Half (1/4) of the Southwest Quarter (1/4) of said Section Twelve (12) to a
found iron pipe;

thence North Eighty-Nine (89) Degrees, Thirty-Eight (38) Minutes, Thirty (30) Seconds West along said
line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northeasterly and parallel with the
South line of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of
Three-Hundred-Thirty and Two Hundredths (330.02) Feet to the intersection of the East
line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12)
to a found iron pipe;

thence North Zero (00) Degrees, Eleven (11) Minutes Thirty-Eight (38) Seconds West along said
East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section
Twelve (12) a distance of Eight-Hundred-Twenty-Nine and Twenty-Hundredths (829.28) Feet to the TRUE
POINT OF BEGINNING to a set 5/8 iron bar with cap #4926;

thence South Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds West Four-
Hundred-Eighty-Seven and Sixty-Hundredths (487.60) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Thirty-Seven
and Fifty-Hundredths (37.50) Feet to a set 5/8 iron bar with cap #4926;

thence North Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West One-
Hundred-Twenty-Seven and Twenty-Eight-Hundredths (127.28) Feet to a set 5/8 iron bar with cap
#4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Two-Hundred-
Sixty-Two and Thirty-Seven-Hundredths (262.37) Feet to a set 5/8 iron bar with cap #4926;

thence North Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds East Five-
Hundred-Seventy-Seven and Eighteen-Hundredths (577.18) Feet to the intersection of the East line
of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) to
a set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds East along said East
line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12)
a distance of Three-Hundred-Ninety and Fifty-Hundredths (390.50) Feet to the TRUE POINT OF
BEGINNING.

Containing Five and Five-Hundredths (5.005) acres of land, more or less.

Dimensions used herein are based on an assumed median and are for the express purpose of showing
angular measurement.
Parcel five (5) in Tidewater Village in the Township of Sylvania, Lucas County, Ohio and legally described as:

A parcel of land being part of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12), Town Nine (9) South, Range Five (5) East in Sylvania Township, Lucas County, Ohio. Bounded and described as follows:

Commencing at the Intersection of the North-South centerline of said Section Twelve (12) with the South line of said East Half (1/4) of the Southwest Quarter (1/4) of said Section Twelve (12), said South line of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) also being the centerline of Drift Road, as it now exists;

thence in the Westerly direction along said South line of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12), having an assumed bearing of North Eighty-Nine (89) Degrees, Thirty-Eight (38) Minutes, Thirty (30) seconds West, a distance of Nine-Hundred-Sixty-Nine and Twenty-Two-Hundredths (969.22) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12);

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly of and parallel with the East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Six-Hundred-Sixty and Three-Hundredths (660.03) Feet to the intersection of a line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northerly of and parallel with the South line of the East Half (1/4) of the Southwest Quarter (1/4) of said Section Twelve (12) to a found iron pipe;

thence North Eighty-Nine (89) Degrees Thirty-Eight (38) Minutes Thirty (30) Seconds West along said line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northerly of and parallel with the South line of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Thirty and Two-Hundredths (330.02) Feet to the intersection of the East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) to a found iron pipe;

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of One-Thousand-Two-Hundred-Nineteen and Seventy-Hundredths (1219.70) Feet to the TRUE POINT OF BEGINNING to a set 5/8 iron bar with cap #4926;

thence South Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds West Five-Hundred-Seventy-Seven and Eighteen-Hundredths (577.18) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Two Hundred-Sixty-Three and Sixty-Three-Hundredths (263.63) Feet to a set 5/8 iron bar with cap #4926;

thence North Forty-Four (44) Degrees Fifty-Two (52) Minutes Two (02) Seconds East One-Hundred-Twenty-Seven and Twenty-Hundredths (127.28) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Thirty-Seven and Fifty-Hundredths (37.50) Feet to a set 5/8 iron bar with cap #4926;

thence North Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds East Four-Hundred-Eighty-Six and Seventy-Six-Hundredths (486.76) Feet to the intersection of the East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) to a set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds East along said East line of the West Half (1/4) of the East Half (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Ninety and Fifty-Hundredths (390.50) Feet to the TRUE POINT OF BEGINNING;

Containing Five and Two-Thousands (5.002) acres of land, more or less. Bearings used hereon are based on an assumed median and are for the express purpose of showing angular measurement.
Parcel six (6) in Tidewater Village in the Township of Sylvania, Lucas County, Ohio and legally described as:

A parcel of land being part of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12), Town Nine (9) South, Range Five (5) East in Sylvania Township, Lucas County, Ohio. Bounded and described as follows:

Commencing at the intersection of the North-South centerline of said Section Twelve (12) with the South line of said East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12), said South line of the East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) also being the centerline of Irwin Road, as it now exists;

thence in the westerly direction along said South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12), having an assumed bearing of North Eighty-Nine (89) degrees, Thirty-Eight (38) Minutes, Thirty (30) Seconds West, a distance of Nine-Hundred-Sixty-Nine and Twenty-Two Hundredths (969.22) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12);

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly of and parallel with the East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Six-Hundred-Sixty and Three Hundredths (660.03) Feet to the intersection of a line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northerly of and parallel with the South line of the East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) to a found iron pipe;

thence North Eighty-Nine (89) Degrees Thirty-Eight (38) Minutes Thirty (30) Seconds West along said line drawn Six-Hundred-Sixty and Zero Hundredths (660.00) Feet Northerly of and parallel with the south line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Thirty and Two Hundredths (330.02) Feet to the intersection of the East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) to a found iron pipe;

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of One-Thousand-Six-Hundred Ten and Twenty-Hundredths (1610.20) Feet to the TRUE POINT OF BEGINNING to a set 5/8 iron bar with cap #4926;

thence South Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds West Four-Hundred-Eighty-Six and Seventy-Six Hundredths (486.76) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Thirty-Seven and Fifty-Hundredths (37.50) Feet to a set 5/8 iron bar with cap #4926;

thence North Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Fifty-Three and Three Hundredths (53.03) Feet to a set 5/8 iron bar with cap #4926;

thence South Eighty-Nine (89) Degrees Fifty-Two (52) Minutes Two (02) Seconds West One-Hundred-Twelve and Fifty-Hundredths (112.50) Feet to the intersection of the West line of the East One Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West along said West line of the East One Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) a distance of Two-Hundred-Eighty-Three and Ninety-Five Hundredths (283.95) Feet to the intersection of the North line of the East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) to a found iron pipe;

thence North Eighty-Nine (89) Degrees Twenty-Eight (28) Minutes Zero (00) Seconds East along said North line of the East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12), a distance of Six-Hundred-Thirty-Six and Thirty-Five Hundredths (636.35) Feet to the intersection of the East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) to an 8 inch wood post;

thence South Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds East along East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Three-Hundred-Sixty and Zero Hundredths (360.00) Feet to the TRUE POINT OF BEGINNING.

Containing Five and Seventeen Thousandths (5.017) acres of land, more or less.

Boundaries used herein are based on an assumed median and are for the express purpose of showing angular measurement.
Tidewater Village in the Township of Sylvania, Lucas County, Ohio and legally described as:

A parcel of land being part of the West Half (½) of the East Half (¼) of the Southwest Quarter (1/4) of Section Twelve (12), Town Nine (9) South, Range Five (5) East in Sylvania Township, Lucas County, Ohio. Bounded and described as follows:

Commencing at the intersection of the North-South centerline of said Section Twelve (12) with the South line of said East Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12), said South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) also being the centerline of Brink Road, as it now exists;

thence in a Westerly Direction along said South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12), having an assumed bearing of North Eighty-Nine (89) Degrees, Thirty-Eight (38) Minutes Thirty (30) Seconds West a distance of Nine-Hundred-Sixty-Nine and Twenty-Two-Hundredths (969.22) Feet to the intersection of a line drawn Three-Hundred Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (½) of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12), said point being the TRUE POINT OF BEGINNING;

thence continuing North Eighty-Nine (89) Degrees Thirty-Eight (38) minutes Thirty (30) Seconds West along said South line of the East Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Sixty and Zero Hundredths (60.00) Feet to a line drawn Three-Hundred-Ninety and Zero Hundredths (390.00) Feet Westerly of and parallel with the East line of the West Half (½) of the Southwest Quarter (1/4) of Section Twelve (12);

thence North Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds West along said drawn Three-Hundred-Ninety and Zero Hundredths (390.00) Feet Westerly of and parallel with the East line of the West Half (½) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Five-Hundred-Seven and Twenty-Two-Hundredths (507.22) Feet to a set 5/8 iron bar with cap #4926;

thence North Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West One-Hundred-Twenty-Seven and Forty-Two Hundredths (127.42) Feet to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees, Eleven (11) Minutes, Thirty-Eight (38) Seconds West a distance of One-Hundred-Twenty-Seven and Forty-Two-Hundredths (127.42) Feet to a set 5/8 iron bar with cap #4926;

thence North Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West Two-Hundred-Twenty-Four and Zero Hundredths (224.00) Feet to the West line of the East Half (1/2) of the Southwest Quarter (1/4) of said Section Twelve (12) to a set 5/8 iron bar with cap #4926;

thence North Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds West along said West line of the East One-Half (½) of the Southwest Quarter (1/4) of said Section Twelve (12) a distance of One-Thousand-Four-Hundred-Fifty-Five and Thirty-Six-Hundredths (1455.36) Feet to a set 5/8 iron bar with cap #4926;

thence Eighty-Nine (89) Degrees Fifty-Two (52) Minutes Two (02) Seconds East One-
Hundred-Twelve and Fifty-Hundredths (112.50) Feet to a set 5/8 iron bar with cap #4926;

thence South Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East Fifty-Three and Three Hundredths (53.03) Feet to a set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East Seventy-Five and Zero Hundredths (75.00) Feet to a set 5/8 iron bar with cap #4926;

thence South Forty-Four (44) Degrees Fifty-Two (52) Minutes Two (02) Seconds West One-Hundred-Twenty-Seven and Twenty-Eight-Hundredths (127.28) Feet to a set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East Five-Hundred-Twenty-Six and One Hundredth (526.01) Feet to a set 5/8 bar with cap #4926;

thence South Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East One-Hundred-Twenty-Seven and Twenty-Eight Hundredths (127.28) Feet to a set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East Seventy-Five and Zero Hundredths (75.00) Feet to set 5/8 iron bar with cap #4926;

thence South Forty-Four (44) Degrees Fifty-Two (52) Minutes Two (02) Seconds West One-Hundred-Twenty-Seven and Twenty-Eight Hundredths (127.28) Feet to set 5/8 iron bar with cap #4926;

thence South Zero (00) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East Four-Hundred-Forty-Seven and Zero Hundredths (447.00) To a set 5/8 iron bar with cap #4926;

thence South Forty-Five (45) Degrees Seven (07) Minutes Fifty-Eight (58) Seconds East Three-Hundred-Fifty-One and Thirty-Eight Hundredths (351.38) Feet to the intersection of a line drawn Three-Hundred-Thirty and Zero Hundredths (330.00) Feet Westerly and parallel with said East line of the West Half (½) of the East Half (¼) of the Southwest Quarter (1/4) of Section Twelve (12) to a found iron pipe;

thence South Zero (00) Degrees Eleven (11) Minutes Thirty-Eight (38) Seconds East along said line drawn Three-Hundred Thirty and Zero Hundredths (330.00) Feet Westerly of and parallel with the East line of the West Half (½) of the East Half (¼) of the Southwest Quarter (1/4) of Section Twelve (12) a distance of Six-Hundred-Sixty and Three Hundredths (660.03) Feet; to the TRUE POINT OF BEGINNING.

Containing Four and Two-Hundred Seventy-Seven Thousandths (4.277) acres of land, more or less. Subject to legal highways being 0.041 acres +/- lying within the Brint Road Right-of-Way.

Bearings used hereon are based on an assumed median and are for the express purpose of showing angular measurement.