TIMBER RIDGE ESTATES
PLAT 3

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DECLARATION OF RESTRICTIONS FOR
TIMBER RIDGE ESTATES PLAT THREE, A
SUBDIVISION IN THE TOWNSHIP OF SPRINGFIELD,
LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by S
AND Z DEVELOPMENT COMPANY, an Ohio general partnership, 7585 W.
Central Avenue, Toledo, Ohio 43615, hereinafter called ("Developer"),
and by THE TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION,
INC., an Ohio non-profit corporation, hereinafter called "Association", as
of this 4th day of June, 1993.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in
the recorded Plat three ("the Plat") of Timber Ridge Estates ("Timber
Ridge"), a Subdivision in the Township of Springfield, Lucas County,
Ohio, which Plat is recorded in Volume 132, Pages 12 and 13, inclusive, of
the Lucas County, Ohio Record of Plats;

WHEREAS, Association is an Ohio non-profit corporation formed
by Developer whose members shall be all of the owners of all of the lots
("lot or lots") in the Plat as well as any and all lots that have been or
may be created by any previous or subsequent plats of Timber Ridge (Plats
One and Two have already been recorded); and

WHEREAS, Timber Ridge is intended to be a first-class, quality
single-family residential subdivision developed as a community development
plan or Section Thirteen development within the meaning of such terms as
defined by the Revised Code of Ohio, Lucas County Subdivision Rules and
Regulations, and Zoning Resolution of the Township of Springfield, Lucas
County, Ohio.

NOW, THEREFORE, Developer and Association in consideration
of the enhancement in the value of said property by reason of the adoption
of the restrictions hereinafter set forth and in furtherance of the aforesaid Section Thirteen development plan do for themselves and their
respective successors and assigns, hereby declare, covenant and stipulate
the all property as shown on the Plat 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 Lots. All of the lots located and shown on
the Plat as the same may be hereafter combined and/or subdivided shall be
hereafter sometimes referred to herein as "residential lots" or
"residential lot". No structure shall be erected, placed or maintained on
any residential lot other than one (1) single-family residence of not
less than 2,200 sq. ft. of living area for a two-story residence and
1,800 sq. ft. for a one-story residence (measured from the outside of
exterior walls and excluding basements, decks, porches and garages)
having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. Not more than one single family residence shall however be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the Developer.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot 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 noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Plat, not shall anything be done within the Plat which may be or become an annoyance or nuisance in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence construction of a residence on a lot within one (1) year after receiving title to a lot, and all residences must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Articles II hereof.

1.5 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer. Pit Bulls and other vicious animals are strictly prohibited in Timber Ridge.

1.6 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof unless approved by the Architectural

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Control Committee at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, swimming pools and other enclosures) to be constructed and/or situated within the Plat 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 lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure 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. Under no circumstances shall prefabricated, manufactured, or modular homes be approved for or constructed within the Plat.

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 Timber Ridge as an architecturally and economically harmonious, 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 Timber Ridge 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 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 esthetic standards of the community. Without limiting any of the foregoing, the front of all residences shall be either entirely brick or fifty percent (50%) brick and siding.

2.3 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the 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 as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porte-cochere, and other similar projections of any dwelling.

2.4 Maximum Height. No structure constructed or erected within the Plat shall be greater than two and one-half (2 1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.
2.5 Swimming Pools and Other Above Ground Improvements or Property.- No above ground swimming pools, radio or television receiving equipment, sheds, enclosures or their removable property of any kind shall be permitted, installed or maintained on any lot unless plans and specifications are submitted to and approved by the Developer in writing.

2.6 Driveways and Sidewalks. The owner of each lot in the Plat shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot at such time as a residence is constructed thereon or at such time as the governing authority or authorities shall instruct an owner or the Developer to do so. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the Plat shall be as established. 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 thereon in writing.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in the Plat nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornaments, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and on such portion or at such time as the governing authority or authorities shall so instruct, no shrubs, vines, branches, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of the 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 lot or destroyed for purposes of construction unless approved in writing by the Developer pursuant to Section 2.1 hereof.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots 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 Timber Ridge. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developer in writing.

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever erected shall be approved by Developer in writing.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon
any lot, nor shall a hedge be erected, placed, or suffered to remain upon
any lot until the written consent of the Developer shall have been first
obtained therefor, and to be subject to the terms and conditions of said
consent as to its type, height, width, color, upkeep and any general
conditions pertaining thereto that said consent may name. It is hereby
stipulated a three-rail split rail treated hardwood fence is the preferred
material for any approved fence. Wire fencing may be attached to any
approved split rail fencing on the lot owners side of the fence with
Developer approval. Fences are not erected nearer to any street than the
building setback line or lines shown on the Plat.

2.12 Construction in Violation of Approved Plan. Developer,
its successors and assigns, reserves and is 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 the any lot or property upon or to which such
violation or breach exists, and to summarily abate and remove, at the
expense of the owner thereof, any erection, thing or condition that may
be or exists thereon contrary to the intent and meaning of the provisions
hereof interpreted by Developer, and Developer shall not, by reason
thereof be deemed guilty of any manner of trespass for such entry,
abatement or removal. A failure of Developer to enforce any of the
restrictions, rights, reservations, limitations, agreement, covenants and
conditions herein shall in no event be construed, taken or held to be a waiver therefor 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 The Timber Ridge Estates Homeowners Association, Inc.
The Developer has caused the Association to be incorporated as a not-for-
profit corporation under the laws of the State of Ohio, and named "The
Timber Ridge Estates Homeowners Association, Inc." The owners of lots in
Timber Ridge and all persons who hereafter acquire title to such lots shall
be members of the Association. Upon the sale and conveyance by the
Developer of all lots in the Plat and the previous and future plats, if
any, of Timber Ridge and the affirmative vote of three-quarters (3/4) of
said lot owners, theDeveloper, 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, improvement,
maintenance and upkeep of the Plat and the previous and future plats, if
any, in the manner determined by the Association to be for the best
interests of the owners of the lots in the Plat and said previous and all
future plats, if any.

2.15 Expansion Rights. The Developer envisions that
eventually the Plat will consist of ninety-three (93) or more lots created
through the preparation and filling of additional plats to Timber Ridge.
Developer therefore expressly reserves the right, power and option to
amend these restrictions so as to include and cover all lots which
eventually become part of Timber Ridge as and if same have been part of
the initial plats of Timber Ridge from the date of the execution and
recording of same. Developer also states and declares that it is its
intention to create a separate additional association similar to the the
Association for those residential lots in Timber Ridge which border any
lake within Timber Ridge, including, but not limited to those residential
lots contained in proposed Plat Five of Timber Ridge for purposes of,
among other things, restricting the use of said lake and lakes to the
owners of the residential lots so contained in said Plat Five, and limiting
the cost of the maintenance and care of such lake or lakes to such owners.

2.16 Maintenance Charges. Each and every lot in the Plat
shall be subject to a maintenance charge in the amount established by the
Association, initially Fifty Dollars ($50.00) annually (such assessment
shall be on a per lot basis), payment to be made in equal installments on
the first day of May and the First date of November each calendar year for
such calendar year commencing November 1, 1993. The Association shall
have a lien perpetually upon lots in the Plat to secure the payment of the
annual maintenance charge. In default of the payment of such maintenance
charge within sixty (60) days of its due date, a "Notice of Lien" in
substantially the following form may be filed and recorded in the lien
records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that The Timber Ridge Estates 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)

THE TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.

BY

President

STATE OF OHIO, COUNTY OF LUCAS ss:
The foregoing instrument was acknowledged before me this __________
day of __________, 1993, by
President of The Timber Ridge Estates Homeowners Association, Inc., an
Ohio corporation, on behalf of the corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the
Developer 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 lot 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 the common areas or any facilities located thereon or by
abandonment of his residential lot. The lien of the assessments provided
for herein shall be subordinate to the lien of any first mortgage. Sale or
transfer of any residential lot shall not affect the assessment lien;
provided, however, that the sale or transfer of any residential lot
pursuant to foreclosure of a first mortgage shall extinguish the lien of
such assessment as to payments which became due prior to such sale or
transfer. No sale or transfer shall relieve such lot from liability for
any assessments thereafter becoming due or from the lien thereof. Said
charges and assessment shall be levied against all lots in Timber Ridge and
shall be applied only toward payment of the costs of collections,
improvements, the expenses of maintenance of the Association, and for any
and all other purposes which the Association may determine from time
to time to be for the general benefit of the owners of the lots in Timber
Ridge, including the maintenance of boulevard areas, ponding areas,
and the management and enforcement of the Association's
right and duties under the within Declaration of Restrictions.

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ARTICLE III

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of 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 subdivision on, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserve to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility 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, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. 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 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.

ARTICLE IV

DURATION OF RESTRICTIONS, AMENDMENTS

4.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer of the Association until the first day of January, 2011 at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years.

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

ARTICLE V

ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

5.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any and telegraph to recover damages for such violation or attempted violation.
5.2 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.

5.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

5.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, 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.

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

5.6 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, 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 lot 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, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

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

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]

S AND Z DEVELOPMENT COMPANY, an Ohio general partnership

By: [Signature] James D. Sahadi, general partner

By: [Signature] Chris C. Zervos, general partner

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 27th day of June, 1993 by James D. Sahadi and Chris C. Zervos, general partners of S and Z Development Company, an Ohio general partnership, on behalf of the partnership.

[Signature]

Notary Public

DENISE LAWRENCE
Notary Public State of Ohio
My Commission Expires Dec. 22, 1993

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WITNESSES:

Signed

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 24th day of June, 1993, by James D. Sahadi, President of The Timber Ridge Estates Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

This instrument prepared by:

Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue
Suite 930
Toledo, Ohio 43604

DENISE LAWRENCE
Notary Public, State of Ohio

RECEIVED & RECORDED
JUN 25 1993 944
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

93 180502
SPRINGFIELD TOWNSHIP ZONING RESOLUTIONS

DECEMBER 1955

REVISED DECEMBER 1960
REVISED SEPTEMBER 1973
REVISED DECEMBER 1973
REVISED FEBRUARY 1977
REVISED DECEMBER 1977
REVISED OCTOBER 1984
REVISED OCTOBER 1986
REVISED AUGUST 1990
REVISED NOVEMBER 1992

BOARD OF TRUSTEES

HARTMILL YODER 865-5115
ROLAND DEMENT, JR. 865-3266
ROBERT JOY 866-6573

ZONING COMMISSION

JOHN S. LUSK 865-2628
JAMES DELANEY 865-2721
JOHN HASON 865-2063
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THOMAS STOKES

ASSISTED BY LUCAS COUNTY PLANNING COMMISSION:

ZONING BOARD OF APPEALS

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PAUL FAGO 865-0331

ZONING INSPECTOR

KARL RASMUSSEN, JR. 865-0239

SPRINGFIELD TOWNSHIP OFFICES
7617 ANGOLA ROAD
HOLLAND, OH 43528

ZONING OFFICE IS OPEN: MONDAY THROUGH FRIDAY
FROM 12:30 P.M. UNTIL 5:00 P.M.
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7. Site plan review shall be required for all multi-family and non-residential uses when a zoning certificate is required for such uses under Section 13 and only when:
   a. A building or structure is erected, changed or enlarged by 25% or more or 1,000 square feet or greater in floor area.
   b. Ten (10) or more parking spaces are added or a parking lot is expanded by 4,000 square feet or greater.
   c. Unpaved lots are paved in accordance with Section 12, C.(3).
SECTION 12

M. SITE DESIGN AND DEVELOPMENT - SITE PLAN REVIEW:

All original uses, or changes in use, that require site plan review shall submit the following when applicable.

Basic Requirements

1. A formal letter of submittal shall accompany the site plan. The letter should give reference to a Planning Commission case file number if one has been assigned for the property and shall provide the name, address and phone number of any parties who should be informed of the progress of the request. Parties to be notified should include the landowner, developer, attorney, architect, engineer, landscape architect or other appropriate consultant.

2. All site plans shall have a title indicating the type of request being made, i.e., a request for a zone change, special use permit, etc.

3. The site plan shall be accompanied by a complete legal description of the subject property and a general location sketch showing nearby section lines and/or residential and major roadways.

4. The site plan shall indicate the scale of the drawing and shall use an engineer's scale.

5. The site plan shall have the north arrow pointing either toward the top of the drawing or to the left side of the drawing. The location map and site plan orientation should be identical.

6. The following submissions are required:

a. Ten (10) blue line or black line prints of the site plan on paper no larger than 24" x 36". Detailed drawings other than the site plan need not be submitted at this time for the site plan review process.

b. A good quality black and white reproducible, PMT or velox reduction of the original print shall be submitted at a size ranging from 8½" x 11" to 11" x 17".

Site Plan Requirements

1. The site plan shall show the zoning classification(s) and existing use(s) of the subject property and all abutting property. It shall also show the approximate location of buildings and driveway locations opposite to and adjacent to the subject property.

2. The site plan shall indicate the dimensions of the property and shall show the dimensions of the existing and proposed buildings to be constructed. The site plan shall indicate any building removals or other alterations to occur on the property.
3. The site plan shall indicate the distance of existing and proposed structure(s) to the right-of-way line and the distances of the structures(s) to the side and rear property lines.

4. The site plan shall indicate by name all adjacent roadways. The site plan shall show both right-of-way and pavement widths measured from the centerline of the roadway.

5. The site plan shall indicate the locations, size (height), and material of all existing and proposed fencing and/or walls on the subject property.

6. The site plan shall show the location, height and dimensions of existing or proposed signs on the property.

7. The site plan shall indicate the width(s) and location(s) of existing or proposed sidewalks if any and drive approach aprons. The drive approach width(s) shall be dimensioned where the apron meets the roadway pavement and shall be dimensioned at the throat.

8. Site plans shall show any ditches, creeks, or other natural features that may affect the development of the property. Where appropriate, the two-foot (2') contours and the 100-year high water elevation shall be shown on the site plan. Information on this requirement may be obtained from the Lucas County Engineer's Office, 8th Floor, One Government Center (245-8540).

9. The site plan shall show the existing and proposed method of storm water drainage and/or areas to be used for storm water detention.

10. The site plan shall show existing and proposed sanitary and storm sewers, water mains and the location(s) of fire hydrants if present. In the event these improvements are not available, the site plan shall indicate the location of proposed or existing wells and/or on-lot sewage systems both on-site and on abutting parcels.

11. The site plan shall indicate the location of existing or proposed off-street parking spaces and drive aisles with complete dimensions. The drawing shall include the number and size of the proposed parking stalls including handicap spaces. The type of pavement composition of the parking area, i.e., treated gravel, asphalt or concrete, shall be indicated. If the off-street parking area is located next to an existing parking area or on another parcel, the method of circulation, if any between the two areas, shall be shown.

12. A site plan with a proposed drive-thru window operation shall indicate where the vehicles will be lined-up and how many vehicles can be stored at one time while waiting to use the order board and/or drive-up window.
Landscaping

1. Landscaping shall be required for all original uses; or existing uses, when a building or structure is erected, changed, or enlarged by 50% or more or 5,000 square feet or greater in floor area.

2. Landscaping shall be required along all road frontage.

3. Depth of the landscaping strip shall be a minimum of 15 feet or 50% of the required minimum yard depth whichever is greater as applicable to district requirement.

4. Landscaping shall be a minimum of four (4) feet in height and a sufficient height to shield the view of parking areas from adjacent roadways.

5. Where uses are within, abutting or opposite an "A" or "R" District, landscaping shall be required for those yards which are adjacent to the "A" or "R" District. Landscaping shall be a minimum of six (6) feet to effectively shield the view from these respective adjacent parcels.

6. Landscaping shall consist of natural materials such as plantings, mounding, stone, walls, or fences of wood, decorative stone or masonry.

7. Landscaping shall not obstruct visibility and shall be maintained at a height not to exceed 42 inches within five (5) feet of any street or road right-of-way.

Application Procedure

1. Site plans shall be filed with the Zoning Inspector.

2. The Zoning Inspector shall transmit the site plan to the staffs of the Lucas County Engineer and Plan Commissions, for review and recommendation. The Zoning Inspector may seek review and recommendation from other county or state agencies, as applicable. This may include, but not limited to, Lucas County Sanitary Engineer, Lucas County Board of Health, and appropriate state agencies (ODOT and EPA).

3. The Zoning Inspector shall transmit the site plan and recommendations received from the above county and state agencies to the Zoning Commission for review and recommendation.

4. The Zoning Commission shall review the site plan and transmit the plan with recommendations to the Township Trustees.

5. No permit shall be issued for any use or change in use prior to the review and approval of the site plan by the Township Trustees. Conditions and modifications may be attached to these plans.

6. Minor changes to a site plan may be approved by the Zoning Inspector. Any major change in the site plan once approved, shall require resubmittal of the plan and approval by the Township Trustees. Minor changes or revisions to an approved site plan are allowed for the following:
a. Adjustments to the size and location of buildings, swimming pools, and other on-site structures so long as:
   1. they do not result in an increase in the number of units over and above those that the plan covers;
   2. they do not encroach materially into the established setback areas;
   3. they do not encroach into the designated parking areas to the extent that would necessitate an alteration in the layout of the access drives or provisions for additional parking spaces; and
   4. they do not create a large building mass either through an increase in their height or length that would magnify their effect on the adjoining areas.

b. Alterations to the proposed drives and/or parking areas so long as they do not encroach into building areas or specified yard or landscaped areas.

c. Adjustments in the size and location of signs.

A major change is any change that does not meet the criteria stated above and, in addition, is one which would constitute a significant alteration in the basic plan design or result in a use different from those originally intended. A major change shall require approval by the Township Trustees.

7. Any appeal of the requirements or decisions of enforcement of the provisions herein, by the Zoning Inspector, shall be filed in accordance with the provisions under Section 14.5.
SECTION 10

2. Front Yard: There shall be a front yard of not less than twenty-five (25) feet, but where such front yard is opposite a residential district, it shall be a minimum of fifty (50) feet deep and shall be landscaped in accordance with requirements under Section 12, F.

3. Side Yards: No side yard shall be required unless the lot abuts a street or a lot in an (A) or (R) District. Where the side of a lot in the (M-1) District abuts upon a lot in an (A) or (R) District, there shall be a side yard the same as required in the (A) or (R) District. Where the rear or a corner lot abuts a lot in an (A) or (R) District, the side yard on the street side of the corner lot shall be not less than ten (10) feet.

In no case, however, shall any building be erected, reconstructed, or structurally altered nearer to the centerline of the streets or roads listed in Section 12, E than is specified in Section 12, E.

4. Rear Yard: There shall be a rear yard of not less than ten (10) feet.

D. COURTS:

1. Outer Courts: An outer court with window openings shall have width not less than two-thirds (2/3) of the height of the building above the floor level of the lowest story containing such openings, but in no case less than fifteen (15) feet. Outer courts need not be more than twenty (20) feet wide when their depth does not exceed thirteen (13) feet. The depth of an outer court shall not be greater than two (2) times its width.

In the case of irregular courts, the required minimum width of the court may be deemed to be the average width.

In the case of courts, the sides of which are formed by wings of unequal height, the average of such heights shall be used to determine the required width of the court.

2. Inner Courts: The least dimension of an inner court with window openings shall be not less than two-thirds (2/3) of the average height of the building above the floor level of the lowest story containing such openings.

E. DWELLING BULK: Every dwelling unit hereafter erected or structurally altered shall have a minimum floor area on one (1) floor level of not less than six hundred (600) square feet exclusive of floor area devoted to basements, utility rooms, attached garage, open or closed porches, and the like.
3. Conditional Uses as follows may also be permitted if their location and development is first approved by the Board as provided for in Section 12, I:

a. Abattoirs or slaughter houses.
b. Acid manufacture.
c. Ammonia, bleaching powder, or chlorine manufacture.
d. Automobile wrecking.
e. Cement, lime, gypsum, plaster, or plaster of paris manufacture.
f. Crematory.
g. Disinfectants, cattle dips, exterminators, or insecticides manufacture, not including the compounding of the same.
h. Dyestuff manufacture.
i. Distillation of bones.
j. Fat rendering except as an incidental use.
k. Fertilizer manufacture, not including compounding.
l. Fireworks or explosive manufacture or storage or the loading of explosives.
m. Fish smoking or curing.
n. Gas manufacture or storage (other than illuminating or heating).
o. Gelatine, glue or size manufacture or process involving recovery from fish or animal material.
p. Gunpowder manufacture or storage.
q. Incineration or reduction of garbage.
r. Junk yard or the baling of rags or junk.
s. Match manufacture.
t. Potash works.
u. Pulp mills.
v. Pyroxylin or cellulose manufacture, or explosive or inflammable cellulose, or pyroxylin products manufacture.
SECTION II.

x. Smelters.
ya. Sulphurous, sulphuric, nitric, or hydrochloric or other corrosive or offensive acid manufacture, or their use.
zb. Stockyards.
cz. Tanning, curing, or storage of raw hides or skins.
ea. Stone mill or quarry.
bb. Lakes and sand pits.
cb. Automobile storage yard.
dd. Rock crushers.
eb. Rolling mills.

4. Uses customarily incident to any of the above permitted uses and accessory buildings when located on the same lot.

5. Automobile parking space and loading space shall be provided as required in Section 12, C.

B. HEIGHT LIMIT: No building shall be erected or enlarged to exceed six (6) stories or seventy-five (75) feet.

C. AREA REQUIREMENTS:

1. Front Yard: There shall be a front yard of not less than twenty-five (25) feet, but where such front yard is opposite a residential district, it shall be a minimum of seventy-five (75) feet deep and shall be landscaped in accordance with requirements under Section 12, A.

2. Side Yards: No side yard shall be required unless the lot abuts a street or a lot in an (A) or (R) District. Where the side of a lot in the (M-3) District abuts upon a lot in an (A) or (R) District, there shall be a side yard the same as required in the (A) or (R) District. Where the rear of a corner lot abuts a lot in an (A) or (R) District, the side yard on the street side of the corner lot shall be not less than ten (10) feet.

In no case, however, shall any building be erected, reconstructed, or structurally altered nearer to the centerline of the street or roads listed in Section 12, C than is specified in Section 12, E.

3. Rear Yard: There shall be a rear yard of not less than ten (10) feet.
February 13, 1991
DESCRIPTION FOR BENNETT ENTERPRISES INC.
A-3 to C-2 under section 13

All that part of the North ½ of Section 22, Town 2, United States Reserve in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the Northwest corner of said Section 22; thence South 89°-41'-53" East along the North line of said Section 22, a distance of 742.50 feet to the point of BEGINNING; thence continuing South 89°-41'-53" East along said line, a distance of 586.27 feet to the West 1/16 corner of Sections 15 and 22; thence South 01°-05'-03" West, a distance of 495.00 feet to a point; thence South 64°-05'-03" West, a distance of 310.00 feet; thence North 76°-01'-13" West, a distance of 99.44 feet; thence North 54°-41'-53" West, a distance of 250.00 feet; thence North 00°-18'-07" East, a distance of 465.00 feet to the point of BEGINNING.

Containing 7.53 acres of land, more or less, but subject to all legal easements, restrictions, leases of record and of records in respective utility offices and other conveyances, if any.

This description is not derived from an actual field survey and is subject to conditions as disclosed by an accurate survey thereof.

G. M. BARTON SURVEY COMPANY
Leonard Mason, Jr.
Ohio L.S. 05416

Sur.No. 287-91
REQUEST FOR ZONING CHANGE

To Springfield Township
Zoning Commission
Lucas County, Ohio

Gentlemen:

I or We, the undersigned, owners of the following described property do hereby request your Honorable Body to consider a change in the zoning classification of said property.

LEGAL DESCRIPTION

The Northwest quarter of the Southwest quarter of section eight, town two, in the United States Reserve of twelve miles square at the foot of the rapids of the Miami of Lake Erie, Springfield Township, Lucas County, Ohio

CHANGE IN CLASSIFICATION REQUESTED

From A-3 To R-A. SUBURBAN RESIDENTIAL

C

93 2021BO4
Know all Men by these Presents:

James F. Dulles, Trustee of Lucas

County, State of Ohio, for valuable consideration paid, grant to

Leo J. Howe and Hansa Howe, husband and wife, whose last known address

is 2350 E. Holland-Brook Rd., Maumee, Ohio 43537.

the following real property:

That part of the East one-half (1/2) of the East one-half (1/2) of the Northwest Quarter (NWQ) of Section Twenty-one (21), Town Two (2) in the United States Reserve of twelve (12) acres square at the front of the Rapids of the Miami of Lake Erie, lying southerly of the center line of Caylor Creek, containing thirteen and fourteen one-hundredths (13.14)
acres, more or less, located in Springfield Twp., Lucas County, Ohio,

subject to zoning ordinances, restrictions of record and other easements
of record, and taxes and assessments due and payable after date hereof.

Recorded in the Lucas County Recorder's Office as Volume 77, Page 12909.

James F. Dulles, Trustee

May 9, 1963

STATE OF OHIO, Lucas COUNTY,

The foregoing instrument was acknowledged before me this 3rd day of May, 1963, by James F. Dulles, Trustee.

93 2021B05

[Signature]
PARCEL I: That part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section number 17, Town 2, in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, bounded and described as follows:
Commencing at a point on the South line of the Southeast 1/4 of said Section 17, 434.4 feet East of the West line of the East 1/2 of the West 1/2 of said Southeast 1/4 of Section 17; thence running East 224 feet to the Southeast corner of said West 1/2 of said Southeast 1/4 of Section 17; thence running North on the E. line of the West 1/2 of said Southeast 1/4 of Section 17; to the North line of the Southeast 1/4 of Section 17; thence running West on said North line, 229.5 feet; thence running Southerly to the point of beginning.
Excepting therefrom that part thereof which lies Southerly of the Northerly line of the Right of Way of The Toledo and Indiana Railroad.

PARCEL II: That part of the East 1/2 of the Southeast 1/4 of Section 17, Town 2, in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, bounded and described as follows:
Beginning at a point on the South line of said Section 17, 1045.95 feet West of the Southeast corner of said Section and running thence North 300 feet; thence East 40 feet; thence North to a point in the North line of said Southeast 1/4 of Section which is 1010.3 feet West of the Northeast corner of said Southeast 1/4; thence West to the Northwest corner of said East 1/2 of the Southeast 1/4; thence South to the Southwest corner thereof; thence East to the point of beginning, except a strip of land 133 feet wide being the rights of way of the Lake Shore and Michigan Southern Railroad and The Toledo and Indiana Railroad which crosses said land, excepting therefrom that part of the East 1/2 of the Southeast 1/4 of said Section number 17 and beginning at the Southwesterly corner of said East 1/2 of the Southeast 1/4 running thence North 457.5 feet along the West line of said East 1/2; thence East 48 feet on a line parallel with the South line of said Southeast 1/4; thence South 241 feet on a line parallel with said West line of said East 1/2 of the Southeast 1/4; thence Southeasterly 187.9 feet to a point which is 30 feet North of the South line of said Southeast 1/4 and 57.5 feet East of the West line of said East 1/2 of the Southeast 1/4; thence South 30 feet to the South line of said Southeast 1/4; thence West 57.5 feet to the place of beginning.
Subject to legal highways.
PARCEL III: That part of the Southeast 1/4 of Section 17, Town 2 of the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, bounded and described as follows: Beginning at a point in the South line of said Section 17, 1045.95 feet West of the Southeast corner of said Section; thence running North 300 feet; thence East 40 feet; thence North to a point on the North line of said Southeast 1/4 which is 1010.3 feet West of the Northeast corner thereof; thence East 436.4 feet; thence South to the South line of said Section number 17; thence West 474.4 feet to the place of beginning, excepting a strip of land 133 feet wide, being the rights of way of the Lake Shore and Michigan Southern Railroad and The Toledo and Indiana Railroad which crosses said land.
Subject to legal highways.

PARCEL IV: The East part of the East 1/2 of the Southeast 1/4 of Section 17, Town 2, United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, bounded and described as follows, to-wit: Beginning at the Southeast corner of said Section 17 and running thence West along the South line of said Section, 571.55 feet to Southeast corner of a parcel of land conveyed to Teresa Delaney and Catherine Delaney by deed dated March 1, 1911, recorded in Volume 367 of Deeds, page 319, Lucas County, Ohio Records; thence North along East line of land so conveyed to said Teresa Delaney and Catherine Delaney to the Northeast corner thereof which point is 573.9 feet West of the Northeast corner of Southeast 1/4 of said Section 17; thence East along North line of Southeast 1/4 of said Section 17, said distance of 573.9 feet to the Northeast corner of said Southeast 1/4 and thence South to the place of beginning.
Excepting from above described premises the South 3.54 chains of the East 3.54 chains thereof conveyed to Springfield Township for Cemetery purposes.
Also excepting therefrom the right of way of the L. S. and M. S. Railway Company and right of way of Toledo and Indiana Railway over said premises.
Subject to legal highways.

(Continued on following page)
Also excepting therefrom a parcel of land which is situated in and a portion of the East part of Section number 17, Town 2 of the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the Northwesterly corner of the Springfield Township Cemetery now located in said Section number 17 and running Northerly on a straight line that would be the Westerly line of said Cemetery if extended to the center line of Wolfe Creek, so called; thence Easterly along the center line of said Wolfe Creek to the East line of said Section 17; thence Southerly along said East line of Section number 17 to the Northeast corner of said Springfield Cemetery; thence Westerly along the North line of said Cemetery to the place of beginning.

Also excepting that part thereof conveyed to the State of Ohio by deed dated July 27, 1933 and recorded in Volume 853 of Deeds, page 275, Lucas County Ohio Records.

Also excepting therefrom the Northerly 5 acres thereof, to wit:

The 5 acres off of the Northerly end of said parcel of Real Estate, being the 5 acres devised in the Will of Michael George Delaney to Adolph Ernst Scheuerman.

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RECEIVED & RECORDED

JUL 15 1993 2:10 PM
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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