TIMBER RIDGE ESTATES
PLATS 1 AND 2

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS FOR
TIMBER RIDGE ESTATES PLATS ONE AND TWO, 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 13th day of September, 1992.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded plats of Timber Ridge Estates Plats One and Two ("the Plats"), a Subdivision in the Township of Springfield, Lucas County, Ohio, which Plats are recorded in Volume 151, Page 812, inclusive and Volume 152, Page 820, inclusive, respectively, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the Subdivision" or "Timber Ridge");

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 Plats as well as any and all lots, that may be created by any subsequent plats of Timber Ridge; 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 Plats 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 Plats 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
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September 9, 1992
Our File No.

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 Subdivision, 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 an/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 Subdivision, not shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. 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 material 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 Subdivision 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 Subdivision. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof unless approved by the Architectural 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 Subdivision, 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 or 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, tennis courts 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 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 draftsmen and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

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 harmonious, artistic and desirable single-family residential Subdivision, 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 Subdivision 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 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 Plats, 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, porticoes, and other similar projections of any dwelling.

2.4 Maximum Height. No structure constructed or erected within the Subdivision 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. All driveways shall be asphalt. 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 said 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 Timber Ridge nearer to the front or street line or lines than the building setback lines as shown on the Plats. 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 ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot; and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. 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 Plats 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 Plats.

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, agreements, covenants and conditions herein contained, to enter the any lot or property upon or as to which such
violation or breach exists, and to summarily abate and remove, at the
discretion 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 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 contained 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 named "The Timber
Ridge Estates Homeowners Association, Inc.". The owners of lots in
Timber Ridge and all persons who heretofore acquire title to such lots shall
be members of the Association. Upon the sale and conveyance by the
Developer of all lots in the Plats and all future plats, if any, of Timber
Ridge and the affirmative vote of three-quarters (3/4) of said lot owners,
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, improvement, maintenance and upkeep of
the Plats 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
Plats and said future plats, if any.

2.15 Expansion Rights. The Developer envisions that
eventually the Subdivision will consist of ninety-three (93) or more lots
created through the preparation and filing of additional plats to the
Subdivision. 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 the Subdivision as and if same have been
part of the Plats from the date of the execution and recording of the
Plats. Developer also states and declares that it is its Intention to
create a separate additional association similar to the Association for
those residential lots in the Subdivision which border any lake within the
Subdivision, including, but not limited to those residential lots contained
in proposed Plat Five of the Subdivision 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 limited the cost of
the maintenance and care of such lake or lakes to such owners.

2.16 Maintenance Charges. Each and every lot in Timber
Ridge 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 May 1, 1993. The Association shall have a
lien perpetually upon lots in Timber Ridge 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:

C  92 2709D04
"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 ___ 19__, 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. Not 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, drainage areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restriction.

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 designed as "Utility Easements", or with words of similar import, on the Plats, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. 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 at 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 Plats. 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, 2009 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 Subdivision, 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 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 violation, and/or 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 Timber Ridge 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
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 Plats 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 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 or 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:

S AND Z DEVELOPMENT COMPANY, an Ohio general partnership

[Signatures]

By: [Signatures]

James D. Sahadi, general partner

Chris G. Zervos, general partner

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 15th day of September, 1992 by James D. Sahadi and Chris G. Zervos, general partners of S and Z Development Company, an Ohio general partnership, on behalf of the partnership.

[Signature]

Notary Public

Jerome R. Parker, Attorney at Law

Notary Public — State of Ohio

My Commission has no Expiration Date

Section 147.03 O.R.C.

WITNESSES:

THE TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation

[Signatures]

By: [Signature]

James D. Sahadi, President

92 2709007
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September 9, 1992
Our File No.

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this day of __________, 1992, by James D. Sahadi, President of The Timber Ridge Estates Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

This instrument prepared by:

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

Jerome R. Parker, Attorney at Law
Notary Public — State of O
My Commission has no Ex
Section 147.03 G.L.C.

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SEP 23 1992 10 P.M
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RECORDER LUCAS COUNTY, OHIO

92 2709D08
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT ("Amendment") to a certain Declaration of Restrictions is made and entered into effective this 18th day of September, 1992 by S AND Z DEVELOPMENT COMPANY ("Developer") and THE TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation ("Association").

WITNESSETH THAT:

WHEREAS, the parties hereto did execute and record a certain Declaration of Restrictions for Timber Ridge Estates Plats One and Two ("Declaration"), which Declaration is recorded at Microfiche No. 92-2709C12 of the Lucas County, Ohio Deed Records; and

WHEREAS, the parties hereto desire to amend Sections 2.1 and 2.6 of Article II of the Declaration in its entirety.

NOW THEREFORE, in consideration of the foregoing and of the covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. Section 2.6 of Article II of the Declaration is hereby amended in its entirety to read as follows:

"2.6 Driveways and Sidewalks. The owner of each lot in the Subdivision 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 thereupon or at such time as the governing authority or authorities 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 Subdivision shall be asphalt. 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. Section 2.1 of Articles II of the Declaration is hereby amended to add the following sentence at the end of said Section:

"...Under no circumstances shall prefabricated, manufactured, or modular homes, or residences be approved for or constructed within the subdivision."

3. Except as amended herein, the remaining terms, conditions and provisions of the Declaration shall continue to remain in full force and effect.

IN WITNESS WHEREOF, Developer and the Association have hereunto set their hands to this Amendment effective as of the day and year first above written.
WITNESSES:

S AND Z DEVELOPMENT COMPANY, an Ohio general partnership

By: James D. Sahadi, general partner

By: Chris G. Zervos, general partner

THE TIMBER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation

By: James D. Sahadi, President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me effective this 18th day of October, 1992, 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

Jerome R. Parker

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me effective this 18th day of September, 1992 by James D. Sahadi and Chris G. Zervos, general partners of S and Z Development Company, on Ohio general partnership, on behalf of the partnership.

Notary Public

Jerome R. Parker

This instrument prepared by:

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

C

92 3277108
The undersigned is the record owner of:

Lots one (1) to twenty-six (26), both inclusive, in Timber Ridge Estates Plat One, a Subdivision in Springfield Township, Lucas County, Ohio, according to plat recorded in Volume 131 of Plats, page 8.
Lots twenty-seven (27) to forty-two (42), both inclusive, and Lot lettered A, in Timber Ridge Estates Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio, according to plat recorded in Volume 131 of Plats, page 19.

The undersigned joins in the execution of this First Amendment for purposes of consenting as record owner to the amendments as set forth in the instrument.

Witnesses:

Louisville Title Agency for N.W. Ohio, Inc., Trustee

by:  
Kenneth I. White, Sr.,
Executive Vice President

by:  
John W. Martin, Executive Vice President

STATE OF OHIO    )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 10th day of November, 1992, by Kenneth I. White, Sr., Executive Vice President and John W. Martin, Executive Vice President on behalf of the corporation, as Trustee.

Notary Public

RECEIVED & RECORDED
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RECORERI, LUCAS COUNTY, OHIO

92 3277D09
SPRINGFIELD TOWNSHIP
ZONING RESOLUTIONS

SITE DESIGN & DEVELOPMENT
SITE PLAN REVIEW

NOV. 1992

(Amended 11-16-92)

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 15 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,G,(3).
SECTION 12

N. 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) blueline or blackline 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, Phot 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 uses 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.
SECTION 12

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 structure(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 (245-4540).

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 3,000 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, abut 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, moundings, 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 the comments 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:
SECTION 12

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, B.
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, N.

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 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 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 11.

w. Smelters.

x. Sulphurous, sulphuric, nitric, or hydrochloric or other corrosive or offensive acid manufacture, or their use.

y. Stockyards.

z. Tanning, curing, or storage of raw hides or skins.

aa. Stone mill or quarry.

bb. Lakes and sand pits.

c. Automobile storage yard.

d. Rock crushers.

e. 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, N.

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 streets or roads listed in Section 12, E than is specified in Section 12, E.

3. Rear Yard: There shall be a rear yard of not less than ten (10) feet.
G.M. BARTON SURVEY COMPANY
Land Surveyors
Box 148 - Maumee, Ohio 43537
Phone: (419) 893-3527
Fax: 419-893-1551

February 13, 1991
DESCRIPTION FOR BENNETT ENTERPRISES INC.
A-3 TO C-2 UNDER SECTION 13

All that part of the North 1/4 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°-06'-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. #5416

Sur.No. 287-91

C

93 2921602
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 2021B04
Know all Men by these Presents:

James F. Delinger, Trustee of Lucas   
Ohio

Lena J. Kline and Wanda Kline, husband and wife, whose last known address is
2150 S. Holland-Bryn Mawr Rd.  
Lima  
Ohio 45807  

the following real property
That part of the East one-half (½) of the East one-half (½) of the Northwest Quarter (¼) of Section Twenty-one (21), Town Ten (10) in the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, lying southerly of the center line of Saib Creek, containing thirteen (13) acres, more or less, located in Spring Valley, Lucas County, Ohio.

Subsequent 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, Volume 77 LORIO.

In consideration of the premises hereinafter described and agreed to be conveyed and assigned, the said Deluxe Instruments, Inc., known as the corporation and acknowledged and delivered in the presence of

James F. Delinger Trustee

said Lena J. Kline

this 3rd day of May, 1983

STATE OF OHIO
Lima, COUNTY, M.

The foregoing instrument was acknowledged before me this 3rd day of May, 1983 by James F. Delinger, Trustee.

Received & Recorded

MAY 0 1983 5:00 PM

SANDY FALCO, M. J.
RECORD, LUCAS COUNTY, OHIO

93 2021B05
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 17; thence running East 224 feet to the South line of said Section 17; thence South 224 feet to the West line of the East 1/2 of the West 1/2 of said Southeast 1/4 of Section 17; thence running West on said North line of the East 1/2 of the West 1/2 of said Northeast 1/4 of Section 17; thence running West on said Southwest corner thereof; thence running Southwesterly to the point of beginning.
Excepting therefrom that part thereof which lies Southwesterly 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 Southwest 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 Southwesterly 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-
ship 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 Ernest Scheuerman.

RECEIVED & RECORDED

JUL 15 1933 2PM

SUE RIOLUX
RECORDER LUCAS COUNTY, OHIO

93 2021B10
ASSIGNMENT OF DEVELOPER RIGHTS, OBLIGATIONS AND POWERS

Pursuant to and in accordance with Section 2.14 of certain recorded Declaration of Restrictions ("Declaration") for Timber Ridge Estates, Plats 1 through 5, a subdivision in the Township of Springfield, Lucas County, Ohio the undersigned S and Z Development Company, hereby transfers, set over and assigns to The Timber Ridge Estates Homeowner's Association, Inc., an Ohio non-profit-corporation, all of the rights, privileges and powers (except those specifically reserved to it after this Assignment as provided thereunder of S and Z Development Company, as "Developer", under and pursuant to such recorded Declarations, effective June 1, 1995.

IN WITNESS WHEREOF, S and Z Development Company has affixed its signature to this Assignment effective as of June 1, 1995.

S and Z Development Company,
an Ohio general partnership,

By: James D. Sahadi, general partner
By: Chris G. Zervos, general partner

partner

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this day of May, 1995 by James D. Sahadi and Chris G. Zervos, all of the general partners of S and Z Development Company, an Ohio general partnership, on behalf of the partnership.

Notary Public

Jerome R. Parker, Attorney at Law
The Law Offices of
608 Madison Avenue, Ste 830
Toledo, Ohio 43604
(419) 244-8388
S and Z Development Company
7565 W. Central Avenue
Toledo, Ohio 43617

RECEIVED & RECORDED

MAY 23 1995

SUE RIIOUX
RECORDER, LUCAS COUNTY, OHIO

95 961A11