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DECLARATION OF RESTRICTIONS FOR
TIMBER RIDGE ESTATES PLATS FOUR AND FIVE,
SUBDIVISIONS 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 43617, hereinafter called ("Developer"),
THE TIMBER RIDGE ESTATES HOMEOWNERS' ASSOCIATION, INC., an
Ohio non-profit corporation, hereinafter called ("Association"), 7585 W.
Central Avenue, Toledo, Ohio 43617, and THE TIMBER RIDGE LAKE
HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation,
hereinafter called ("the Lake Association"), 7585 W. Central Avenue,
Toledo, Ohio 43617, as of this 18th day of December, 1953.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in
the recorded Plats Four and Five ("the Plats") of Timber Ridge Estates,
Subdivisions ("Timber Ridge") in the Township of Springfield, Lucas
County, Ohio, which Plats are recorded in Volume 133, Pages 2 and 3, and
Volume 133, Pages 4 and 5, respectively, 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
residential lots ("lot or lots") in the Plats (except for Lot Number Ninety-Three (93) of Plat Five ("Lot 93")) 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, Two and Three have already been recorded);

WHEREAS, the Lake Association is a separate non-profit
corporation formed by the Developer whose members will only be all the
record owners of all the lots in Plat Five and which has been formed for
the sole and exclusive purpose of taking title to Lot Number Ninety-Three (93) of Plat Five and thereby owning and controlling the use, enjoyment,
maintenance and operation of a lake situated thereon as more particularly
shown on the recorded Plat of said Plat Five; and

WHEREAS, Timber Ridge is intended to be a first-class, quality
single-family residential subdivision (sometimes "subdivision" herein)
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, the Association and the Lake
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 (except that it is expressly stipulated that these restrictions will
not apply to Lot 93 unless specific mention is made with respect thereto)
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,
supersedes 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 Plans (excepting Lot 83) as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred 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 Plats, all utility services shall be underground.

1.2 Lot Uses. 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 prior 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 purposes (which is defined herein 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 property within the Plan, which may be or become an annoyance or nuisance in the Plats. 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 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 residential 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 and/or the Association, provided however, that no animal of any sort may be kept, bred, or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plats in accordance with the rules and regulations adopted by the Developer and/or the Association. 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 Plats. No dwelling erected in the Plats 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 Developer 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 Plats, 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 on any residential lot within the Plats 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 or residences be approved for or constructed within the Plats.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications 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 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 of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the aesthetic standards of the community. 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 residential lot nearer the front or street line or lines than the building set back lines as shown on the Plats or 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 Plats 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 residential lot unless plans and specifications are first submitted to and approved by the Developer in writing.

2.6 Driveways and Sidewalks. The owner of each lot in the Plats shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot (which shall be placed through the driveway as appropriate) 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 Plats 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.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plats 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 residential 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 residential lot, nor shall a hedge be erected, placed or suffered to remain upon any residential 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 residential 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. A 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 residential lot, nor shall a hedge be erected, placed, or suffered to remain upon any residential 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, agreement, 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 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 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 hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all residential lots in the Plats and the previous and future plats, if any, of Timber Ridge, 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 Developer may at any time previous to the sale and conveyance of all of said lots at its option so assign the aforesaid rights, privileges and powers to the Association. 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 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 and The Lake Association. Under the previous Declarations filed for Plats One, Two and Three of Timber Ridge, Developer expressly reserved the right to expand Timber Ridge to a ninety-three (93) lot subdivision, which has been accomplished pursuant to and in accordance with the recording of this Declaration of Restrictions. Furthermore, as stated in those previous Declarations, the Developer intended to create separate associations for those lots which bordered any lakes within Timber Ridge, which has already been done through the formation of the Lake Association, whose members will be all the record owners of Lot Numbers 80 through 92 of Plat Five of Timber Ridge (hereafter sometimes "the Lake Lots"). Furthermore, the owners of the Lake Lots will have the sole use and enjoyment of the lake presently located on Lot 93 (Lot 93 shall be deeded to the Lake Association after all lots in Plat Five are sold by the Developer and shall be properly restricted thereunder to open space and lake purposes). The owners of the Lake Lots will also through their membership in the Lake Association be responsible for the maintenance, care and insurance of Lot 93 pursuant to this Declaration and the rules and regulations of the Lake Association adopted from time to time. Until such time as all of the lots in Plat Five have been conveyed to others by the Developer, the Developer shall control and operate the Lake Association.

2.16 Maintenance Charges. Each and every lot in the Plats 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, 1994. The Association shall have a lien perpetually upon lots in the Plats 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 __________, 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 assessments 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, drainage areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.

ARTICLE III

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant 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 Timber Ridge, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the Plats, and upon all highways now existing or hereafter established and abutting all the residential lots in the Plats. 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 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

THE TIMBER RIDGE LAKE ASSOCIATION, INC.

AND LOT 93

4.1 The Lake and the Lake Association. As indicated previously, a lake ("the lake") is presently located on Lot 93 of Timber Ridge. Lot Numbers 80 through 92 of the Plats border and are adjacent to Lot 93. The Developer has caused the Lake Association to be formed as an Ohio non-profit corporation for purposes of (1) taking title to Lot 93, and (2) permitting all the owners of Lots 80 through 92 to become members of the Lake Association and thereby enjoy the exclusive use, control and maintenance of the lake.
4.2 Restrictions on Lake Use. Without limiting the powers of the Lake Association to adopt rules and regulations pertaining to the use, enjoyment and maintenance of the lake, the Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby apply to Lot 93 and the lake:

1. Developer hereby reserves a perpetual non-exclusive easement in favor and for the benefit of each owner(s) of the Lake Lots (except for Lot No. 80 which borders the below-mentioned 20 foot Access and Drainage Easement and therefore does not need such reserved easement) over, across and upon that portion of Lot 93 which is occupied by the easterly or westerly line of the lot lines of each of said lots for a distance of fifty (50) feet so as to provide pedestrian access to and from the lake and each of said lots.

2. Each Lake Lot owner shall have the right to use the lake for recreational and open space purposes only, consistent with any rules and regulations adopted by the Lake Association; provided, however, that any use of the lake shall be at the sole risk of said owner. Under no circumstances shall the Lake Association or the owner of any Lake Lot have the right to diminish, control or affect the level, volume or amount of water located in the lake.

3. No owner of any Lake Lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's residential lot into the lake, whether before, during or after the construction of any structure or residence dwelling on such residential lot.

4. No power boats, motor boats, electric motors, gasoline powered motors or other motors of any kind shall be permitted on the lake.

5. Access to the lake by Lake Lot owners shall be only via the pedestrian easement reserved under numbered paragraph one (1) of this Section and/or the twenty (20) foot Access and Drainage Easement ("20 Foot Access Easement") shown on the Plat for Plat Five. In other words, under no circumstances shall access to the lake or the 20 Foot Access Easement over and across Lot 93 from any Lake Lot be permitted in a northerly or southerly direction within the fifty (50) foot Access Easement area shown on Plat Five except as between the lot lines extended as more particularly granted and stated in numbered paragraph one (1) above.

6. Additional rules and regulations governing the use of the lake may be promulgated from time to time by the Developer, its successors and assigns, and/or the Lake Association, and such rules and regulations shall be strictly observed by all Lake Lot owners.

4.3 Purposes and Powers of the Lake Association. The Association shall have the power to own, operate, control and maintain the lake and to assess all owners of the Lake Lots on a semi-annual basis for the costs of same. In the event any such assessment is not paid when due, the Lake Association shall have the right and power to lien the property of all Lake Lot owners who have not paid said assessments in the same manner and fashion as the Association pursuant to these Articles. Such assessments shall be levied on the 1st of May and 1st of November of every calendar year and shall commence of May 1, 1994.

Without limiting any of the foregoing, the Lake Association shall specifically take all reasonable measures to assure that the level of the lake and its shoreline are adequately protected from and against erosion and/or deterioration.

4.4 Easement in Favor of All Lot Owners. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon Lot 93 perpetual non-exclusive drainage easements in favor of all lot owners in Timber Ridge, the Association, itself and all of its successors and assigns for purposes of permitting the storm water drainage and placement of storm water drainage facilities (some of those easements are shown on Plat Five), and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall anything other than storm water be permitted to be drained into the lake from the rest of the subdivision.
ARTICLE V
DURATION OF RESTRICTIONS, AMENDMENTS

5.1 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, the Association or the Lake Association until the first day of January, 2013 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

5.2 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 Plats (and if such amendment affects Lot 93, with the approval of the record owner of Lot 93) 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 necessary approving lot owners with the formalities required by law.

ARTICLE VI
ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

6.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Lake 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.

6.2 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.

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

6.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer, to the Association or the Lake 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 to the Developer, Lake Association or to the Association as such address appears on the applicable public record.

6.5 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.

6.6 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 representatives, 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 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.
6.7 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:

S AND Z DEVELOPMENT COMPANY, an Ohio general partnership

By: 

James D. Sahadi, general partner

By: 

Chris G. Zervos, general partner

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 16th day of December, 1993 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.

Jerome R. Parker, Attorney at Law
Notary Public
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 this 16th day of December, 1993, by James D. Sahadi, the President of The Timber Ridge Estates Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Jerome R. Parker, Attorney at Law
Notary Public - State of Ohio
THE TIMBER RIDGE LAKE
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 this 16th
day of December, 1993, by James D. Sahadi, the President of The Timber
Ridge Lake Homeowners' Association, Inc., an Ohio non-profit
corporation, on behalf of said corporation.

Notary Public

This Instrument prepared by:

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

Jerome R. Parker, Attorney at Law
Notary Public — State of Ohio
My Commission Expires: September 26, 1996
Commission No: 14723 O.R.L.

RECEIVED & RECORDED
DEC 17 1993
SUE RIoux
RECORDER LUCAS COUNTY, OHIO
CLOSED END MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENCE, THAT ROBERT M. JORDAN, SR.

LIVING PERSONAL

GRANTOR, for and in consideration of the sum of $14,999.00

received from [RECIPIENT], as follows: 127 Public Square, Cleveland Ohio 44114

GRANTEE, does hereby acknowledge by Grantor, does hereby give, grant, bargain, sell and
convey unto the said [RECIPIENT], the following described premises, situated in the City of
Toledo, Lucas County, State of Ohio, and State of Ohio and known as:

See attached map, and the herein by reference,

be the same more or less, but subject to all legal highways, together with the privileges and appurtenances
thereunto belonging, i.e., all the rents, issues and profits which may arise therefrom; and all right, title and
interest of Grantor in and to said premises to have and to hold the above-described premises, all buildings,
structures, improvements, easements, privileges and appurtenances thereunto belonging unto Grantee, its
successors and assigns, forever (hereafter referred to as the "Property"). The Property is commonly known as
2812 S. 1st, Toledo, OH 43608

Grantor covenants that at and until the execution and delivery of these presents, Grantor is well seized of the
Property in fee simple or has good right and full power to give, grant, bargain, sell and convey the same in the
manner and form here written, and that the same are free from all encumbrances whatsoever, except building
and use restrictions, zoning ordinances, taxes and assessments not yet overdue, if any, and
FREE AND CLEAR.

and that Grantor will warrant and defend said premises, with the appurtenances thereunto belonging against all
lawful claims or demands whatsoever, except those herein set forth.

This mortgage ('Mortgage') is given upon condition to secure the payment of the sum set forth above with
interest as provided in a note(s) dated May 19, 1995, executed by

ROBERT M. JORDAN

This Mortgage shall be for each and every extension, renewal or refinancing of the aforesaid note and any
additional notes and indebtedness secured hereby whether in whole or in part.

Grantor represents and warrants that to the best of Grantor's knowledge there has never been any event
("Environmental Event") which would be deemed a release or a disposal of any hazardous, toxic or dangerous
substance, waste or material, at, on or in connection with the Property ('Hazardous Material') as defined in such
law, or for the purpose of, the Comprehensive Environmental Response, Liability and Control Act, 42 U.S.C.
9601 et seq., any so-called "Superfund" or "Super lien" law, or any other federal, state or local statute, law,
ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or any Hazardous
Material ('Environmental Law'). If Grantor receives (a) any notice of an Environmental Event affecting Grantor or
the Property or any part thereof or (b) any complaint, order, citation or notice with regard to air emissions, water
discharges, noise, emissions or any other environmental, health or safety matter affecting Grantor or the
Property or any part thereof from any court, governmental or quasi-governmental agency or other entity which is
authorized by law to issue orders under any Environmental Law or from anyone else, Grantor shall give, within
three (3) days, written notice thereof to Grantee. Grantor will comply and cause the Property to comply with any
such Environmental Law, and agrees to indemnify and hold harmless Grantee from and against any and all claims,
demands, losses, costs, expenses, liabilities, suits or damages of whatsoever kind or nature, including
interest, assessments and attorney's fees, which arise, result from or in any way relate to a breach or violation of,
or any failure of the Property or any owner, occupant, or user thereof, either prior to or subsequent to the date
hereof, to comply fully with any such Environmental Law.
AND WHEREAS Grantor further covenants and agrees that:

1. Grantor will not commit or permit waste, will keep the Property in good order and condition and will permit Grantee and its agents and representatives to inspect any part or portion of the Property, including the interior of any buildings and improvements located thereon. Grantor shall use the Property at all times in a legal manner, and will not violate any law that would subject the Property to forfeiture under any state or federal law. Grantor shall provide Grantee with immediate notice in the event any proceeding is filed seeking forfeiture or seizure of the Property.

2. Grantor shall keep the Property and all improvements, common areas, facilities and units, if any, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Grantee requires insurance. Grantor shall maintain such coverage in amounts required to pay all liens and encumbrances on the Property. Grantor shall maintain sufficient coverage so that no coinsurance provisions apply to reduce the face amount of such policy or policies.

The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Grantee; provided, that such approval shall not be unreasonably withheld. Such approval by Grantee, if given, shall not, for any purpose of Grantor, be considered as an endorsement of said insurance carrier.

All insurance policies and renewals thereof shall include a standard mortgagee clause in favor of and be in a form acceptable to Grantee. Grantee may, at its option, hold the policies and renewals thereof, and Grantor shall promptly furnish to Grantee all renewal notices and all receipts of paid premiums. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Grantee, and Grantee may make proof of loss if not made promptly by Grantor.

Unless Grantee and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible in the sole discretion of Grantor and if the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired as determined by Grantee, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor or if Grantor fails to respond to Grantee within 30 days after notice by Grantee to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Grantee is authorized to collect and apply the insurance proceeds at Grantee's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Such notice shall be deemed effective upon mailing same to Grantor at the address noted above or at Grantor's last known address which may appear on Grantor's records. Grantor hereby appoints Grantee as irrevocable attorney-in-fact to make adjustments of all such losses, to sign all applications, receipts, releases and other papers necessary for the collection of any insurance proceeds for such loss and any returned or unearned premium, to execute proofs of loss, to make settlement, to endorse and collect any check or other item payable to Grantor issued in connection therewith and to apply the same upon the sums secured by this Mortgage, and to do all other acts reasonably necessary to carry out the intent of this provision to permit Grantee to avail itself the security given herein. All of these powers granted to Grantee are exercisable at the option of Grantee and Grantee shall have no liability for its failure to exercise any such power. Grantor agrees that Grantee may advance its funds for the payment of any such required insurance and that the amount of such advances shall be secured by this Mortgage.

3. Grantor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, levied upon said premises and, upon request, Grantor will promptly deliver the official receipts therefore to Grantee.
4. In addition to the debt or other obligations secured hereby, this Mortgage shall also secure unpaid balances of advances made by the Grantee (Grantee's option) with respect to the Property, for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property.

5. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this Mortgage, Grantee may take possession of said Property, rent the same and collect all rents due on said Property, and after deducting its reasonable charges, therefore, apply the proceeds to the payment of said note, and may continue to do so until the note has been paid in full.

6. If, without the written consent of Grantee, said Property, or any part thereof, are sold, conveyed or encumbered, or if there is any change of ownership, by operation of law or otherwise, or if any judicial proceedings shall be instituted to foreclose Grantor's equity of redemption, the entire balance of the indebtedness secured hereby, shall, at the option of the Grantee, at once become due and payable, notice of the exercise of said option being hereby expressly waived by Grantor.

7. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this Mortgage, foreclosure proceedings may be instituted, at the option of Grantee. In any such action, Grantee shall be entitled, without notice and without regard to the adequacy of the security of the debt, to the appointment of a receiver of the rents and profits of the mortgaged Property. If, in contemplation of legal proceedings, by reason of any default hereunder, Grantee shall incur expenses for title examination, Grantee shall have an immediate claim against Grantor, therefore together with a lien on said Property under this Mortgage for the amount thereof.

8. Grantee without notice, and notwithstanding the existence at that time of any inferior liens on the Property, may release any part of the Property, or any person liable for any indebtedness secured hereby, without in any way affecting the priority of the lien of this Mortgage to the full extent of the indebtedness remaining hereunder, or without affecting any part of the Property not expressly released. Grantee may agree with any party obligated on said indebtedness, or having any interest in the Property, to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien of this Mortgage.

9. Grantee is authorized and empowered to do all things provided to be done by a mortgagee under Chapter 1311 of the Ohio Revised Code, and any amendments or supplements thereto.

And for a valuable consideration each of the undersigned does hereby remise, release and forever quitclaim unto Grantee, its successors and assigns, all right, title and expectancy of dower in the Property.

NOW, THEREFORE, if Grantor shall well and truly perform all the conditions of this Mortgage and pay said note and all other obligations which shall be secured hereby, then this Mortgage shall be void, otherwise it shall remain in full force and effect. Grantee agrees to pay the cost of the fees required for the recording of satisfaction by the county recorder.

The covenants herein contained shall bind the heirs, executors, administrators, successors and assigns of Grantor, and any holder hereof shall succeed to all rights, powers and options herein given to Grantee.
CLOSED END MORTGAGE DEED

Page 4 of 5

IN WITNESS WHEREOF, Grantor has executed this Mortgage this 19th day of Nov, 1995

Signed and acknowledged in the presence of:

Robert H. Jordan Sr.

Jennifer Voss

Witness

Granitor

STATE OF OHIO

COUNTY

Lucas SS.

Before me, a Notary Public in and for said county and state, personally appeared the above named Grantor(s), who acknowledged that ROBERT H. JORDAN Sr.

did sign the foregoing instrument and that the same is their free act and deed.

At Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at

Cleveland, Ohio, this 17 day of Nov, 1995.

JENNIFER A. VOSS
Notary Public, State of Ohio
My Commission Expires 11-22-97

Notary Public

This instrument was prepared by

SOCIETY NATIONAL BANK, 5000 TIEDMAN ROAD, BROOKLYN, OHIO 44144

Bank Name and Address

SATISFACTION

The conditions of this Mortgage have been fully complied with, and the same is hereby satisfied and discharged.

Dated: ___________________________ 1995

By: _______________________________
EXHIBIT A

Description of Land to Be Assessed

Parcel I. The north one-half (1/2) of the west twelve (12) acres of the east seventy-four (74) acres of the southwest quarter (1/4) of Section eight (8), Town two (2) in the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio.

Parcel II. The north one-half (1/2) of the east one-half (1/2) of the southwest quarter (1/4) of Section eight (8), Town two (2) in the United States Reserve of twelve (12) mile square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, excepting therefrom the east seventy-four (74) acres thereof.

Parcel III. The northwest quarter (1/4) of the southwest quarter (1/4) of Section eight (8), Town Two (2), in the United States Reserve of Twelve (12) Miles Square at the foot of the Rapids of the Miami of Lake Erie in Springfield Township, Lucas County, Ohio.

Timber Ridge Estates
Plats 1 & 2
Commissioner Isenberg opened the hearing with Commissioner Copeland and Commissioner Pietrykowski present at 10:30 a.m. as scheduled by resolution 92-1187 of August 10, 1992. Commissioner Isenberg reported proof of publication and proof of mailed legal notices to the owners of affected properties.

The County Engineer recommended the initial assessment be lowered from $2,200.00 to $1,200.00 on the 43.0 acres benefitted.

The County Engineer reported that Section 6131.63 O.R.C. is being used to allow property owners to construct at their own expense, a drainage improvement in accordance with plans and schedules approved by the County. No one spoke against the petition.

Commissioner Isenberg moved that the assessment of $1,200.00 for the first year be approved over the following property in Springfield Township, Lucas County, Ohio, as shown on Exhibit A attached; now, therefore, be it

RESOLVED, by the Board of County Commissioners, Lucas County, Ohio, that:

1. The petition be approved;
2. The assessment role for $1,200.00 be transmitted to the Lucas County Auditor with this resolution;
3. Further maintenance of Ditch #916 after its completion be in accordance with Chapter 6137 of the Ohio Revised Code.

On the foregoing Commissioner Copeland voted aye
" Pietrykowski voted aye
" Isenberg voted aye

Herbert O. Hoehing
Parcel I: The north one-half (1/2) of the west twelve (12) acres of the east seventy-four (74) acres of the southwest quarter (1/4) of Section eight (8), Town two (2) in the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio.

Parcel II: The north one-half (1/2) of the east one-half (1/2) of the southwest quarter (1/4) of Section eight (8), Town two (2) in the United States Reserve of twelve (12) mile square at the foot of the Rapids of the Miami of Lake Erie, in Springfield Township, Lucas County, Ohio, excepting therefrom the east seventy-four (74) acres thereof.

Parcel III: The northwest quarter (1/4) of the southwest quarter (1/4) of Section eight (8), Town Two (2), in the United States Reserve of Twelve (12) Miles Square at the foot of the Rapids of the Miami of Lake Erie in SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO.

TIMBER RIDGE ESTATES
PLATS 1 & 2
APPROVAL OF PRIVATE AGREEMENTS FOR
CONSTRUCTION OF SANITARY SEWER NO. 714
(PAY-CASH-TO-TAP) AND
AND WATER SUPPLY LINE NO. 1370
TIMBER RIDGE ESTATES PLAT 1,2,3,4
SPRINGFIELD TOWNSHIP August 13, 1992 NO. 92-1199

Commissioner Pietrykowski offered the following resolution:

WHEREAS, S & Z Development Co., 5640 Diane Court, Toledo, Ohio, has applied to construct at their own expense Sanitary Sewer No. 714 and Water Supply Line No. 1370, the sanitary sewer only having pay-cash-to-tap rights for the developer, for Timber Ridge Estates, Plat 1,2,3,4, Springfield Township, under terms and conditions established by the Lucas County Sanitary Engineer; and

WHEREAS, the Sanitary Engineer recommends approval of the Private agreements; now, therefore, be it

RESOLVED, by the Board of County Commissioners, Lucas County, Ohio, that any two commissioners are authorized to execute the Private Agreements for construction of and Sanitary Sewer No. 714 and Water Supply Line No. 1370, Timber Ridge Estates, Plat 1,2,3,4 Springfield Township, Lucas County, Ohio.

On the foregoing Commissioner Pietrykowski voted aye
" Copeland voted aye
" Isenberg voted aye

Herbert O. Hoehing, Clerk

Timber Ridge Estates Plats 1, 2
SW 1/2 W 1/4, N 1/4, 16