

DECLARATION OF RESTRICTIONS

As to Carrington Woods

A Planned Unit Development in Perrysburg Township,
Wood County, Ohio

WHEREAS, N.W. Ohio Title Agency, Inc., Trustee, is the owner
in fee simple of the following described real estate as Trustee
for Beneficiary, Pinnacle Development Company (hereinafter
referred to as "Developer"):

~~As to Carrington Woods~~
Delete: D.L.G. 6-17-88

WHEREAS, such property is designated on a plat recorded in
Volume 21, Page 391, Wood County, Ohio, Record of Plats,
as Carrington Woods, a Planned Unit Development in Perrysburg
Township, Wood County, Ohio (hereinafter called Carrington
Woods"); and

WHEREAS, Developer desires to establish a general plan for
the development of Carrington Woods and to establish restrictions
upon the manner of use, improvement and enjoyment of the lots in
said subdivision which will make said lots more attractive for
residential purposes and will protect present and future owners
of said lots in the enjoyment of their use for residential
purposes;

VOL 630 PG 112 _

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Carrington Woods, a Planned Unit Development in the Perrysburg Township, Wood County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I

Use of Land

1. Lots numbers 1 through 86, in Carrington Woods shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not more than four (4) car capacity which may be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool and a tennis court. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.

2. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonable disturbing activity shall be carried on upon any part of Carrington Woods, nor shall anything be done thereon which may be or become an annoyance or nuisance in Carrington Woods.

3. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof.

4. 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 Carrington Woods. No dwelling erected in Carrington Woods shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof.

5. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be housed within a garage building.

6. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

VOL 630 PG 114

7. Other than 2 dogs, 2 house cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Carrington Woods.

8. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Development, or its successors and assigns.

9. No signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written approval of the Developer, or its successors and assigns, and the Developer, or its successors and assigns, shall have the rights, and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

10. All electric house services shall be underground other than those to structures existing on the date hereof which may remain above ground.

11. No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of Carrington Woods or nearer to any side lot line than _____ feet. The foregoing provisions of this Item 11 shall be subject to the provisions of Article VII, Item 10 hereof.

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Carrington Woods shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

13. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

14. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction and/or sales office(s) and model home(s) on one or more lots in Carrington Woods.

ARTICLE II

Approval of Plans

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which plans and specifications for structures and other improvements (including, but not limited to, basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures) must be submitted for examination and approval before any erection of improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans

VOL 630 PG 116

and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns, is filed for record with the Wood County, Ohio Recorder.

2. In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of Carrington Woods as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in Carrington Woods as a whole. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Carrington Woods.

4. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the improved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

ARTICLE III

Carrington Woods Homeowners' Association

1. The Owners of lots in Carrington Woods and all persons who hereafter acquire title to such lots, shall be members of the Carrington Woods Homeowners' Association, hereinafter called the "Association". The Association shall have the right:

- (a) to acquire title from Developer to all lands and easements which may be designated for the common use and enjoyment of lot owners in the plat of Carrington Woods;
- (b) to construct, improve, maintain, alter and remove any and all park and playground areas and facilities (including, but not limited to: ponds, lakes, bridges, dams, waterfalls, drainage channels, swimming pools, tennis courts and paddle ball courts, pathways and parks) which may be constructed or which it may choose to construct on such common lands and easements;

VOL 630 PG 118

(c) to enforce all provisions herein in the plat of Carrington Woods or restrictions and all regulations which it may promulgate with respect to any and all park and playground areas, facilities and easements which it may own or control; and

(d) to collect and dispose of funds as herein provided.

Each member of the Association other than Developer, its successors and assigns, shall be entitled to one vote in the Association for each lot which he or she shall own. When more than one person holds an ownership interest in any lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Where a vote is cast by one of two or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote. So long as Developer shall hold title to any lot in Carrington Woods, Developer shall be entitled to ten (10) votes for each lot owned by it.

2. Notwithstanding the provisions of paragraph 1 heretofore and any designation of "Private Common Area" or "Recreation Site" on the plat of Carrington Woods on any proposed or preliminary plat of possible future phases of Carrington Woods, neither the Association nor any owner of any lot shall have any ownership interest in or any right to control the use or development of any such "Private Common Area" or "Recreation Site" unless and/or until Developer shall convey such "Private Common Area" or "Recreation Site" to or for the benefit of the Association. Developer, by its execution and recording of these Restrictions and the platting of Carrington Woods does not represent or warrant and shall not be obligated to convey any such "Private

VOL 630 PG 119

Common Area" or "Recreation Site" to or for the benefit of the Association or to file any final plat of any possible future phase of Carrington Woods containing any such "Private Common Area" or "Recreation Site".

ARTICLE IV

Assessments of Owners

1. Each and every lot and lot owner in Carrington Woods shall be subject to an annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be payable to the Association on or before the first day of May of each calendar year for such calendar year. The Association shall have a perpetual lien upon the residential lots in Carrington Woods to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner or owners of each residential lot at the time when the assessment fell due. Each annual assessment shall become a lien against each residential lot on the first day of the year in which it is due and shall be prorated between the owners of parts of lots in accordance with the proportion which the area of each part of a lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment is made. In default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Wood County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

VOL 630 PG 120

NOTICE OF LIEN

Notice is hereby given that the Carrington Woods Homeowners' Association claims a lien for unpaid annual assessments for the years _____ in the amount of \$ _____ against the following described premises.

(Insert Legal Description)

CARRINGTON WOODS HOMEOWNERS' ASSOCIATION

by: _____
President

STATE OF OHIO

COUNTY OF WOOD ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____, President of Carrington Woods Homeowners' Association, an Ohio Corporation, on behalf of the Corporation.

NOTARY PUBLIC

In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount when due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each 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 facilities or by abandonment of his lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

2. The aforesaid annual assessments shall be levied against all lots in Carrington Woods except for any lots owned or leased by the Association for the common use and enjoyment of the owners of lots in the plat of Carrington Woods. The aforesaid assessments shall be applied only toward payment of the following costs and expenses:

- (a) for the construction, improvement, maintenance, alteration and removal of all lands and easements and facilities thereon which may be designated for the common use and enjoyment of the owners of lots in the plat of Carrington Woods, including, but not limited to, the construction, improvement, maintenance, alteration and removal of playground areas, swimming pools, tennis courts, paddle ball courts, lakes, bridges, dams, drainage channels, pathways, parks, boulevard areas, roadways and streets, and including the employment of personnel to maintain, guard and police the same;

VOL 630 PG 122

- (b) for the cost of collecting assessments, the expenses of maintaining 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 lots in Carrington Woods.

Such annual assessments may be increased, decreased, or adjusted from year to year by the Association as the interests of the lot owners in Carrington Woods may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE V

Easements

The 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, telephone and telegraph poles, wires and conduits, including underground facilities, on, over, below, or under all of the areas designated as "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, on the plat of Carrington Woods and along and upon all highways now existing or hereafter established and abutting all the lots in Carrington Woods. The Developer also reserves to itself, and

to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots in Carrington Woods from time to time to install, maintain and remove such equipment, 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 "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, upon the plat of Carrington Woods. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in Carrington Woods shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Carrington Woods without the prior written consent of the Developer, its successors and assigns.

ARTICLE VI

Duration of Restrictions, Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
2. These covenants and restrictions may be amended prior to January 1, 2000 with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Carrington Woods, which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions

VOL 630 PG 124

may be terminated as of January 1, 2000 and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Carrington Woods upon the filing of an instrument as aforesaid with the Recorder of Wood County, Ohio.

ARTICLE VII

Enforcement of Restrictions, Other Matters

1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee or any person or persons owning any lot in Carrington Woods may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction 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.
2. Invalidity of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Carrington Woods shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
3. All transfers and conveyances of each and every lot in Carrington Woods shall be made subject to these covenants and restrictions.
4. Any notice required to be sent to any owner of a lot in Carrington Woods or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when

VOL 530 PG 125

mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

5. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, the Developer shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.

6. Nothing herein contained shall be construed to require any changes, additions or alterations to be made to the presently existing structures on Lot Number 70 as shown by the plat of Carrington Woods.

7. Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

8. No owner of any lot in Carrington Woods shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

9. 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.

10. Each lot owner, by acceptance of a Deed to a lot in Carrington Woods agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Carrington Woods, or of the yard

VOL 630 PG 125

requirements stated herein or of any other provisions of these reservations and restrictions would work a hardship. Developer may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

11. Each lot owner, by acceptance of a Deed to a lot in Carrington Woods agrees and consents and shall be deemed to agree and consent as follows:

- (a) That the Temporary Sewage Pump Station System serving Carrington Woods will be abandoned at such time as Wood County or Perrysburg, Ohio shall install and place into operation its central sewerage system to which users of the Temporary Sewage Pump Station System shall be connected.
- (b) That each lot owner's connection into the central sewerage system provided by Wood County or Perrysburg, Ohio will be mandatory and will be on an assessment basis.
- (c) That until the Wood County or Perrysburg, Ohio sewerage system is installed, each lot owner will be required to pay a quarterly unit sewer service charge while the Temporary Sewage Pump Station System is in operation and that such charge is tentatively estimated by the applicable public authority at the approximate amount of \$_____ per month until connected to the sewerage system.
- (d) That the foregoing provisions of this Article VII, paragraph 11 shall be binding upon each lot owner, his heirs and assigns, and any and all persons claiming title under him.

12. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in Carrington Woods, or which would cause such restrictions to cease being beneficial to the owner of such lots, Developer, its successors and assigns, after giving written notice given by mail to the fee owners of all lots in Carrington Woods, and receiving after the written approval of the holders of record fee title to seventy-five per cent (75%) or more of the lots in Carrington Woods, may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all lot owners. The provisions of this Item 12 shall not be construed as a limitation upon the right of Developer to modify the provisions of this Declaration of Restrictions as provided in Item 10 above nor shall it limit the provisions of Article VI hereof.

13. Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (1) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from,

VOL 630 PG 128

upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by an owner.

14. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Carrington Woods, until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by Developer.

15. The location of any and all driveways shall and remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Carrington Woods, except as now located or determined in writing by the Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

16. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards whenever erected shall be approved by Developer.

17. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot.

18. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of Carrington Woods be strictly uniform in appearance

with respect thereto. 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.

IN WITNESS WHEREOF, Pinnacle Development Company, the Developer herein, acting by and through its duly authorized officers, has caused this Declaration of Restrictions to be executed on its behalf this 14th day of June, 1988.

Signed and Acknowledged in the Presence Of:

PINNACLE DEVELOPMENT COMPANY,
an Ohio Corporation

[Signature]
[Signature]

by: *[Signature]*
David A. Gibson, President

[Signature]
[Signature]

by: *[Signature]*
Colin J. Gill, Secretary

STATE OF OHIO

COUNTY OF LUCAS SS:

The foregoing instrument was acknowledged before me this 14th day of June, 1988, by David A. Gibson, President and Colin J. Gill, Secretary of Pinnacle Development Company, an Ohio Corporation, on behalf of the Corporation.

Instrument prepared
by: Nicholas J. Obraktes

[Signature]
Notary Public

LISA H. YOU
Notary Public - State of Ohio
My Commission Expires Oct. 9, 1991

NOTARY PUBLIC
STATE OF OHIO
Pinnacle Development Company
6725 Walnut Suite 2
Toledo OH 43617

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded
June 17 1988 at 9:45 A M. In
Vol. 630 Page 111 Record of Deeds
[Signature]
SUE KINDER, RECORDER #4. 00

Received of The Toledo Edison Company, hereinafter referred to as "Grantor" the sum of \$1.00 and other good and valuable considerations, receipt of which is hereby acknowledged, on consideration of which

Pinnacle Development Company does hereby grant, warrant and convey to the Grantee, its successors and assigns forever, the right and easement to construct at such depth as is desired by Grantee, relocate, operate, maintain, replace, repair and remove at this time or at such time or times as Grantee requires, underground cables and line or lines for the transmission and distribution of electrical energy thereunder, for any and all purposes for which electrical energy is now or may hereafter be used, together with all necessary conduits, cables, wires, surface structures, including but without limiting the foregoing, concrete pads, transformers, and all necessary fixtures, appliances and appurtenances thereto, in, through, under and upon the following described property:

The land to be used for easement purposes being the East fifteen (15) feet of Lot 1; the East twenty (20) feet of the North one hundred thirty (130) feet, the East sixteen (16) feet of the South one hundred eighty-nine and ninety-seven hundredths (189.97) feet, the West (front) and Southwesterly (front) four (4) feet of Lot 2; the North fifteen (15) feet and the East four (4) feet of Lot 3; the North fifteen (15) feet and the West four (4) feet of Lot 4; the North fifteen (15) feet of Lot 5; the North (rear) fifteen (15) feet and the Northeast (rear) fifteen (15) feet of Lot 6; the Northeast (rear) fifteen (15) feet and the Southeast (rear) four (4) feet of Lot 7; the Northeast (rear) fifteen (15) feet and the Northwest (rear) four (4) feet of Lot 8; the Northeast (rear) fifteen (15) feet and the Southeast (rear) eight (8) feet of Lot 9; the

(The description is continued on the reverse side hereof and incorporated by reference herein).

Grantor shall also have the right of ingress and egress to exercise the rights granted in this easement to, from and upon said land by foot, motor vehicle and equipment with the temporary right of storage of excavation material above ground, and the further right to remove and keep free any obstacles from, over, under and along said underground cables and line or lines that in the judgment of Grantee will interfere with the rights granted by this easement and/or safety factors relating to said cables and line or lines. Grantor shall not erect any structures or place any material or do any mining, excavating or filling in, on or under said easement strip or remove earth adjacent thereto which will result in earth slipping away from said cables and line or lines. The Grantor, subject to the rights granted to the Grantee in this instrument, shall have the right to use said easement provided such use shall be exercised so as, in the sole judgment of the Grantee, not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee herein.

Grantor herein acquired title by instrument recorded in Volume _____, at page _____ of _____ County Deed Records.

IN WITNESS WHEREOF, Grantor(s) has (have) executed this instrument this 19th day of July, 19 88.

Signed and acknowledged by each
Grantor in the presence of:

[Signature]
[Signature]

PINNACLE DEVELOPMENT COMPANY
(a Corporation)

By [Signature]
Its Vice President

Attest _____

Its _____ Secretary

STATE OF OHIO
COUNTY OF _____ SS.

Before me, a notary public, in and for said county, personally appeared the above named _____ who acknowledged that _____ did sign the foregoing instrument, and that the same is _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this _____ day of _____, 19 _____.

Notary Public

STATE OF OHIO
COUNTY OF Lucas SS.

Before me, a notary public, in and for said county and state, personally appeared Nicholas Secretary of Pinnacle Development Company and [Signature] President and _____ the corporation which executed the foregoing instrument; who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign the said instrument as such officers, respectively, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said officers and said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 19th day of July, 19 88.

912-5336-3037 81095
This instrument was prepared by
The Toledo Edison Company,
NO 0378.1

[Signature]
Notary Public
JO ANN TABER
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Oct 19, 1992

VOL 627 PG 881

Northwesterly eight (8) feet and the Southwesterly (front) ten (10) feet of Lot 10; the Westerly (front) ten (10) feet of Lot 11; The West (front) ten (10) feet and the South eight (8) feet of Lot 12; the East seventeen (17) feet and the North eight (8) feet of Lot 13; the East seventeen (17) feet of Lots 14 and 15; the East seventeen (17) feet and the South four (4) feet of Lot 16; the East seventeen (17) feet, the North four (4) feet and the West (front) four (4) feet of Lot 17; the East seventeen (17) feet of Lots 18 and 19; the East seventeen (17) feet, the South four (4) feet and the Westerly (front) four (4) feet of Lot 20; the East seventeen (17) feet, the North four (4) feet and the Westerly (front) four (4) feet of Lot 21; the East seventeen (17) feet and the South eight (8) feet of Lot 22; the East seventeen (17) feet and the North eight (8) feet of Lot 23; the East seventeen (17) feet and the South four (4) feet of Lot 24; the East seventeen (17) feet and the North four (4) feet of Lot 25; the East (rear) seven-teen (17) feet, the South (rear) fifteen (15) feet and the Westerly four (4) feet of Lot 26; the South fifteen (15) feet and the Easterly four (4) feet of Lot 27; the South fifteen (15) feet, the West four (4) feet and the North (front) four (4) feet of Lot 28; the South fifteen (15) feet and the East four (4) feet of Lot 29; the North eight (8) feet, the East eight (8) feet and the West four (4) feet of Lot 30; the West eight (8) feet and the North four (4) feet of Lot 31; the West (rear) eight (8) feet, the North- westerly (rear) eight (8) feet, the North eight (8) feet and the South four (4) feet of Lot 32; the South eight (8) feet and the West eight (8) feet of Lot 33; the West eight (8) feet of Lot 34; the East eight (8) feet, the Southeasterly eight (8) feet, the South eight (8) feet and the West eight (8) feet of Lot 35; the South eight (8) feet and the East eight (8) feet of Lot 36; the South eight (8) feet of Lots 37 and 38; the North eight (8) feet of Lot 39; the South fifteen (15) feet and the West four (4) feet of Lot 40; the North fifteen (15) feet and the East four (4) feet of Lot 41; the South fifteen (15) feet and the West four (4) feet of Lot 42; the South four (4) feet of Lot 43; the South fifteen (15) feet of Lot 44; the South (rear) fifteen (15) feet, the West (rear) fifteen (15) feet and the Northwesterly four (4) feet of Lot 45; the West fifteen (15) feet and the Southeasterly four (4) feet of Lot 46; the West fifteen (15) feet and the North four (4) feet of Lot 47; the West (rear) fifteen (15) feet, the North eight (8) feet and the South four (4) feet of Lot 48; the South eight (8) feet and the East ten (10) feet of Lot 49; the Southeasterly (front) ten (10) feet of Lots 50 and 51; the South (front) ten (10) feet of Lot 52 and 53; the Southerly (front) ten (10) feet of Lot 54; the Southeasterly (front) ten (10) feet of Lots 55 and 56; the Easterly (front) ten (10) feet of Lot 57; the East (front) ten (10) feet of Lots 58 through 62 inclusive; the Northwesterly (front) ten (10) feet and the Northwesterly (front) ten (10) feet of Lot 63; the North- westerly (front) ten (10) feet of Lots 64 through 69 inclusive; the Northwesterly (front) ten (10) feet of Lot 70; the Southeasterly (front) ten (10) feet, the North- westerly eight (8) feet and the Northwesterly (rear) eight (8) feet of Lot 71; the Southeasterly eight (8) feet and the Northwesterly eight (8) feet of Lot 72; the North- westerly eight (8) feet of Lot 73; the Southeasterly eight (8) feet, the West (rear) fifteen (15) feet and the Northwesterly four (4) feet of Lot 74; the West fifteen (15) feet and the Southeasterly four (4) feet of Lot 75; the North (rear) twelve (12) feet of Lot 76; the North (rear) eight (8) feet, the Northwesterly (rear) eight (8) feet and the Southeasterly eight (8) feet of Lot 77; the Northwesterly eight (8) feet of Lots 78 and 79; the Northwesterly eight (8) feet and the Northwesterly four (4) feet of Lot 80; the Southwesterly four (4) feet of Lot 81; the Southerly eight (8) feet of Lots 82 and 83; the South eight (8) feet of Lot 84; the South (rear) eight (8) feet, the Northwesterly four (4) feet and the Northwesterly (front) four (4) feet of Lot 85; the West fifteen (15) feet, the South (rear) eight (8) feet and the Southeasterly four (4) feet of Lot 86; all of Buffer Lots "A" and "B".

All the aforementioned Lots 1 through 86 inclusive and Buffer Lots "A" and "B" being in Carrington Woods. A Subdivision in Parysburg Township, Wood County, Ohio.

Also the right and easement in, over, under and upon the public roads and thorough- fares as now constructed or as same may be constructed by widening or improving in the future, adjoining and/or abutting upon any part of said property, said roads or thorough- fares being Carrington Boulevard, Edinburgh Circle, McCallister Drive, O'Gill Drive, Stirling Court and Stonehaven Drive.

FILE
TOLEDO EDISON BOX
65297

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded
June 3 1988 at 3:00 P.
Vol. 627 Page 881 Record of Deeds

Sue Kinder 8/10.00
SUE KINDER, RECORDER

VOL 631 PG 144

AGREEMENT FOR WATER SERVICE

THIS AGREEMENT, made this 28th day of July 1998,
by and between THE CITY OF PERRYSBURG, a body politic, 201 West Indiana Avenue, Perrysburg, Ohio, and
Pinnacle Development Company applicant.

WITNESSETH:

WHEREAS, the City of Perrysburg, Wood County, Ohio, has by Ordinance No. 92-83, provided for the furnishing of city water service beyond the corporate limits of the City of Perrysburg under certain conditions and subject to certain restrictions, and

WHEREAS, the applicant is the owner of property which is located beyond the present city limits, and
WHEREAS, in order to obtain city water service under the provisions of Ordinance No. 92-83, an applicant seeking city water and service for lands located beyond the present city limits must agree that, as a condition of obtaining said service or services, said applicant shall make application to obtain annexation of its property to the City of Perrysburg at the earliest time when it is legally permissible to do so, and that the applicant will sell no portion of said property without requiring a similar agreement from the purchaser and including a covenant in the deed containing such requirement.

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

1. The applicant is the freehold owner of the following described real estate:

Legal Description (attach a separate sheet if necessary):

All the lots in Harrington Woods, a subdivision in Perrysburg Township, Wood County, Ohio, as recorded in Plat Book 21, Page 391 in the Office of the Wood County Recorder, excepting therefrom Lot 70 and Lot 82.

Street Address:

2. That applicant will pay any tap charges required for tapping into said city water lines.

3. That applicant will pay the applicable rates as established by the City of Perrysburg.

4. That said applicant will exert all efforts possible to obtain annexation of its property to the City of Perrysburg. That if persons other than the applicant who can legally do so, petition for annexation of property and includes that property of said applicant, applicant shall raise no objections to the annexation and will cooperate in any and all respects. That applicant will exert any other effort possible to obtain legal annexation of its property to the City of Perrysburg.

5. The applicant further agrees that if at any time it sells the property or any part thereof for which city water service applications are being made, said applicant will require as a condition of purchase, that the purchaser enter into a similar agreement with the City of Perrysburg, and applicant will cause a restrictive covenant to be placed in the deed to the purchaser which covenant will require the purchaser and all subsequent purchasers to exert all efforts to obtain annexation of said property to the City of Perrysburg.

6. It is further agreed by the applicant as a condition of obtaining city water service that if at any time applicant fails to carry out the provisions of this agreement for annexation, the city water service may be terminated to the property by the City of Perrysburg after five (5) days notice.

VOL 631 PG 145

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

WITNESSES:

As To Applicant

As To Applicant

As To City

As To City

David A. Gibson Applicant

Carl Hill Applicant

CITY OF PERRYSBURG

By: James M. Bagdikian

Service Safety Director

Title

State of Ohio)
) ss:
Wood County)

Before me, a Notary Public, personally came David A. Gibson and Carl Hill, known to me to be applicants in the foregoing Agreement and acknowledged the signing therefore to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public Lisa H. You

LISA H. YOU
Notary Public - State of Ohio
My Commission Expires Oct. 9, 1991

State of Ohio)
) ss:
Wood County)

Before me, a Notary Public, personally appeared James M. Bagdikian of the said City of Perrysburg, who acknowledged that he did sign said agreement on behalf of the City of Perrysburg, and acknowledged the signing therefore to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

KAYE HOFFMAN
Notary Public, State Of Ohio
My Commission Expires Feb. 25, 1992

THIS SPACE FOR RECORDER'S USE ONLY

07214

This instrument prepared by:
Peter D. Gwyn, Attorney at Law
110 West Second Street
Perrysburg, Ohio 43551

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded

July 19 1988 at 10:30A M. In
Vol. 631 Page 144 Record of 1026

Sue Kinder
SUE KINDER, RECORDER

(1)
City of Perrysburg
July 19, 1988
Perrysburg, OH 43551

①

VOL 632 PG 785

PLAT RATIFICATION

This plat ratification of Carrington Woods, Wood County, State of Ohio (the "Property") is executed on this 12th day of September, 1988 by N. W. Ohio Title Agency, Inc., Trustee.

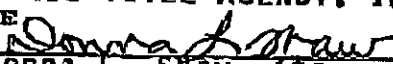
WHEREAS, The Pinnacle Development Company, as owner of the property, filed on the 3rd day of June, 1988 its Plat entitled Carrington Woods, Wood County, State of Ohio with the Wood County Recorder, which Plat was recorded at Volume 21 of Plats, Page 391, in the Wood County Recorder's Records; and

WHEREAS, at the time of filing such Plat, ownership of all or a portion of the Property by Pinnacle Development Company was doubtful; and

WHEREAS, N. W. Ohio Title Agency, Inc., Trustee, is the owner of all or a portion of such Property and desires to ratify, confirm and adopt the Plat of Carrington Woods filed by the Pinnacle Development Company;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that N. W. Ohio Title Agency, Inc., Trustee, hereby ratifies, confirms and adopts the Plat of Carrington Woods as filed on the 3rd day of June, 1988 at Volume 21 of Plats, Page 391, Wood County Recorder's Records.


Joyce R. Strach

N. W. OHIO TITLE AGENCY, INC.,
 TRUSTEE
 By: 
Donna L. Shaw, its
 Executive Vice President

STATE OF OHIO }
 COUNTY OF LUCAS } SS

Before me, a notary public in and for said county and state, personally appeared Donna L. Shaw, Executive Vice President of the above-named N. W. Ohio Title Agency, Inc., Trustee, who represented that she is duly authorized in the premises, and who acknowledged that she did sign the foregoing instrument and the same is her

VOL 632 PG 786

free act and deed as such officer and is the free act and deed of said corporation.

In testimony whereof, I hereunto set my hand and official seal at Toledo, Ohio, this 12th day of September, 1988.

Notary Public by Grant

James R. Smith
Notary Public
JOYCE R. SMITH, Notary Public
State of Ohio
My Commission Expires Sept. 10, 1992

91516

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
Sept 12 1988 at 3:40P M. in
Vol. 632 Page 785 Record of Deeds
Sue Kinder 51100
SUE KINDER, RECORDER

LOUISVILLE