

STEEPLECHASE PLAT 2

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11453

ADOPTION OF "STEEPLECHASE PLAT TWO"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Eagle Trace Development Co., an Ohio General Partnership, hereinafter referred to as "DEVELOPER", this 26th day of April, 1989.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the City of Sylvania, Lucas County, Ohio, viz:

Lots Numbers Thirteen (13) through Eighteen (18), both inclusive, in Steeplechase Plat Two a Subdivision in the City of Sylvania, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "Steeplechase Plat Two"; and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Steeplechase Plat Two, certain easements and rights in, over and to Steeplechase Plat Two and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback lines, or lines shown upon the Plat of said subdivision, nor nearer to any side line or rear line than 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 distance at which

said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded Plat of Steeplechase Plat Two, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on said premises.

SECTION 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said Subdivision shall 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 said premises for walks (and drives 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 said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lot in Steeplechase Plat Two, the entire yard shall be sodded to the street and lot lines. In addition, on lots numbers fourteen (14) through eighteen (18), both inclusive, in

Steeplechase Plat Two, an Underground irrigation system shall be installed not later than the time the lot is sodded which shall come at a minimum, irrigate the lot from the front of the single family residence to Little Road. Such underground irrigation systems shall be maintained and remain operable through the usual irrigation season to assure first class maintenance of the front lawns of the residences. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefore, 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.

SECTION 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason, satisfactory to it, the endorsement of the provisions of said Section would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

SECTION 8. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone, telegraph and cable television poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under, over and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

SECTION 9. Developer reserves to himself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot, as shown on the Plat of Steeplechase Plat Two designated as "Utility Easement" for the construction, operation and maintenance of electric lights, telephone, telegraph and cable television poles, lines and conduits, and for water, gas and sewer lines and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, and no building or other structure, or any part thereof, shall be erected, or maintained upon any part of the property in Steeplechase Plat Two, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

SECTION 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first

obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to becoming a nuisance to the owners or inhabitants of Steeplechase Plat Two.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks [except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called shall be parked, stored or suffered to remain upon said premises or in the streets within Steeplechase Plat Two unless parked or stored within a garage on said premises out of view. In no event shall any vehicle, whatsoever, be parked or stored upon an unpaved portion of the lot.

SECTION 13. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

SECTION 14. Developer shall, at Developer's expense, install a fence along the front and rear property lines of lots numbers thirteen (13) through eighteen (18) both inclusive, and along the south line of lot number eighteen (18). Mail boxes will be integrated into the construction of the fence as will driveway openings. Such fencing shall not be removed or altered without the written consent of Developer. The maintenance of such fencing and mail boxes shall be the responsibility of Developer pursuant to ARTICLE TWO hereof until such time as such maintenance responsibility has been relinquished by the Developer to the Steeplechase Home Owners Association pursuant to said ARTICLE TWO. Furthermore, each builder of dwellings on any lots in Steeplechase Plat Two shall comply with the site grading plan prescribed by the City of Sylvania. The City of Sylvania may determine that certain lots may require retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the City of Sylvania and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the City of Sylvania shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 15. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 16. Developer, subject to Section 14 above, reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

SECTION 17. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage, basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Developer.

SECTION 18. The only type of fence which will be allowed to be constructed on any lot in Steeplechase Plat Two other than the fence provided by Developer, shall be constructed of the same materials as the fence constructed by Developer and no fence shall be permitted near the front of any lot than the front of the house constructed on said lot. The maximum height shall be approximately forty-eight (48") inches above ground level to the top of the fence. It will be permissible to affix "hog wire", or an equivalent wire mesh, to the fence. So long as the wire affixed shall be on the inside of the fence and no wire mesh shall be installed on any fencing closer to the street than the front of the residence constructed on the lot. In any event, any fencing must be submitted to Developer for approval pursuant to this DECLARATION OF RESTRICTIONS. No chain-link, stockade, privacy or other type of fencing whatsoever shall be permitted in Steeplechase Plat Two.

SECTION 19. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and removed, 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 as 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, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or 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.

SECTION 20. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 21. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 22. Whenever any of the foregoing covenants, reservation, agreements or restrictions provide for any approval, designation, determination,

modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or his assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

ARTICLE TWO

SECTION 1. Developer retains the right to manage, repair, replace and otherwise deal with all common area landscaping, identification signage and other types of signage, fencing originally installed by Developer, monuments, lighting, utilities and any and all such other common improvements as may be installed by Developer. Each lot in Steeplechase Plat Two shall be liable for an annual assessment. The assessment shall be \$150.00 Dollars per lot for the calendar year 1989. For subsequent calendar years, the \$150.00 Dollars per lot assessment may be increased by Developer in an amount not to exceed the increase, if any, in the Consumer Price Index All Urban Consumers United States Average All Items 1967=100 Revised, for the twelve (12) month period which ends on August 31st of the calendar year which precedes the calendar year for which the increased assessment is to be calculated. Any lots in Steeplechase Plat Two sold subsequent to January 1, 1989 shall be liable, on a pro-rata basis, for the balance of the assessment due for the calendar year in which said lot or lots are sold. Developer shall not be liable for payment of any assessment for any lots in Steeplechase Plat Two. In the event annual assessments are not paid by January 31st of each calendar year, then in that event, Developer shall have the right to record a lien against such lot by recording a document having the formalities of a Deed which sets forth the legal description of the lot, the present owner of record, and the amount of the assessment due. The unpaid portion of the assessment which is to be secured by the lien shall bear interest at the rate of twelve (12%) percent per annum from the date such lien is filed with the Lucas County Recorder until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Developer including court costs and attorneys fees incurred in collecting same. Such lien shall be subordinate to the lien of any institutional mortgages existing at the time of filing the lien. Proceeds from the assessments shall also be used for court costs, attorneys fees and other costs incurred incidental to the enforcement of this Declaration of Restrictions. Developer shall be entitled to a management fee in the amount of fifteen (15%) percent of all expenses incurred which are paid out of the fund created by the collection of the aforementioned assessment is insufficient to pay the costs incurred and the management, maintenance and repair of the aforementioned common areas and other costs incurred in collecting assessments or enforcing the Declaration of Restrictions, developer shall have the right, but not the obligation, to lend to the fund sufficient funds to cover the deficit. Such loans shall not bear interest but shall be a charge upon future collections into the assessment fund and at such time as sufficient funds are available to reimburse Developer, such funds will be distributed to Developer in reimbursement of such non-interest bearing loans. If a surplus is created due to the collection of the aforementioned assessments, then in that event such surplus shall be paid over to the Steeplechase Homeowners Association to be formed in accordance with SECTION 2 below. However, nothing contained herein, shall require the Developer to render an accounting of income and expenses to the owners of lots in

Steeplechase Plat Two except as may be required by law. Developer is also the owner of, has the right to acquire, or may acquire in the future, land adjacent to Steeplechase Plat Two or in the immediate vicinity of Steeplechase Plat Two. In the event all or any portion of said land is later developed by Developer or its successors or assigns, or any of the entities which make up the "Developer", then in that event, the owners of lots, parcels, condominiums, homes, or cluster homes, or any other structure used for residential purposes may become members of the Steeplechase Homeowners Association provided for below and if they become members, shall be subject to all rules and regulations and assessments, as provided for herein.

-- SECTION 2. Upon the completion, sale and occupancy of all lots in the Steeplechase Development, including Plat Two and such additional Plats on adjacent land or land in the vicinity of Steeplechase Plat Two which will collectively comprise the Steeplechase Development or as such earlier date as Developer in its sole discretion shall determine, Developer may cause to be incorporated as a nonprofit corporation under the laws of the State of Ohio, to be called the "Steeplechase Homeowners Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Until such Association is formed, Developer shall retain all the rights, privileges and powers as are herein provided. Developer reserves the right to incorporate one (1) nonprofit corporation under the laws of the State of Ohio for a Homeowners Association made up of all single family homeowners in the entire Steeplechase Development. In such event the membership and voting rules set forth above and below in Article Three shall apply to all single family Plats of Steeplechase which exist at the time the Association is formed and also to future single family Plats in Steeplechase Development.

SECTION 3. The Association, by vote of a majority of its members may adopt such reasonable rules and regulations, including the right to alter the assessment set forth in SECTION 1 of this ARTICLE TWO for the maintenance of common areas or other activities undertaken by the Association as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, general welfare of residents and recreation of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

SECTION 4. Developer, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with the rights privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

SECTION 1. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer,

created or reserved by this Declaration of Restrictions or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors and/or assigns, or the Association, or its agents shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

SECTION 3. 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.

SECTION 4. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

SECTION 5. Developer reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the property owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Eagle Trace Development Co., an Ohio General Partnership, has caused this Declaration to be signed on the day and year first above written.

WITNESSES:

Janne E. Gorman
Patricia R. Schneider

Eagle Trace Development Co.,
an Ohio General Partnership

By: EAGLE TRACE DEVELOPMENT CO., INC.
an Ohio Corporation, Partner

By: Paul T. Avery
Paul T. Avery, President

By: Thomas L. Schlachter, Secy.
Thomas L. Schlachter, Secretary

By: UNITED HOME VENTURES, INC.,
an Ohio Corporation, Partner

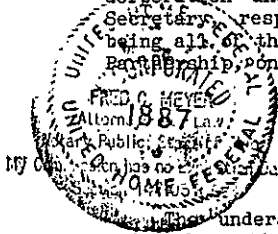
By: Jerrold L. Esterline
Jerrold L. Esterline, President

By: Ralph C. Kunze
Ralph C. Kunze, Secretary

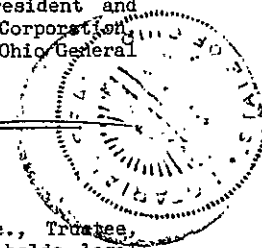
Carol A. Collins
Fred C. Meyer

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 26th day of April, 1989, by PAUL T. AVERY and THOMAS L. SCHLACHTER, President and Secretary, respectively, of Eagle Trace Development Co., Inc., an Ohio Corporation and by JERROLD L. ESTERLINE and RALPH C. KUNZE, President and Secretary, respectively, of United Home Ventures, Inc., an Ohio Corporation, being all of the general partners of Eagle Trace Development Co., an Ohio General Partnership, on behalf of said partnership.



Fred C. Meyer
NOTARY PUBLIC



ADOPTION OF DECLARATION OF RESTRICTIONS BY TRUSTEE

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee, which is acting as Trustee for Eagle Trace Development Co. and holds legal title to Steeplechase Plat Two, hereby adopts the foregoing Declaration of Restrictions and by the execution hereof imposes said Declaration of Restrictions upon Steeplechase Plat Two.

WITNESSES:

Kay J. White
John W. Martin

LOUISVILLE TITLE AGENCY
FOR N.W. OHIO, INC., TRUSTEE

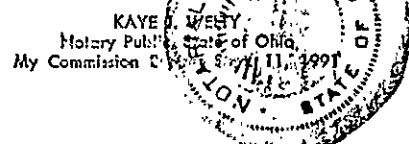
by: Kenneth F. White, Sr.
Kenneth F. White, Sr., Executive Vice President

by: John W. Martin
John W. Martin, Executive Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 27th day of April, 1989, by Kenneth F. White, Sr., Executive Vice President and John W. Martin, Executive Vice President of Louisville Title Agency for N.W. Ohio, Inc., as Trustee, on behalf of said corporation.

Kay J. White
NOTARY PUBLIC



CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, UNITED HOME FEDERAL, Mortgagee of Lots Numbers Thirteen (13) through Eighteen (18), both inclusive, in Steeplechase Plat Two, a Subdivision in the City of Sylvania, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions for Steeplechase Plat Two, a subdivision in the City of Sylvania, Lucas County, Ohio, this 26th day of April, 1989.

WITNESSES:

Carol A. Collum
Fred C. Meyer

UNITED HOME FEDERAL

by: Ralph C. Kunze
its PRESIDENT
by: Jerrold L. Esterline
its SR. VICE-PRESIDENT

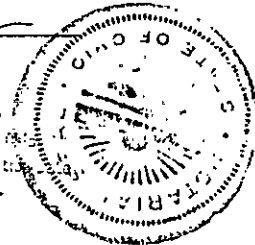
STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 26th day of April, 1989 by Ralph C. Kunze and Jerrold L. Esterline, President, and Senior Vice President, respectively, of UNITED HOME FEDERAL on behalf of said UNITED HOME FEDERAL.



Fred C. Meyer
NOTARY PUBLIC

FRED C. MEYER
Attorney-at-Law
Notary Public, State of Ohio
My Commission has no Expiration Date
Section 147.03 R.C.



PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02, MICROFICHE NO. 88-
712E09, FILED 6-2-88
BILL COPELAND, RECORDER, BY OC

mts 2600
RECEIVED & RECORDED

APR 27 1989

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

This Instrument Prepared By:
Thomas L. Schlachter, Esq.
1049 South McGord Road,
Holland, Ohio 43528

(10)

LYK Box John Martin

89 565B07

15538
FIRST AMENDMENT

TO

ADOPTION OF "STEEPLECHASE PLAT TWO"

AND

DECLARATION OF RESTRICTIONS THEREFOR

WHEREAS, By instrument dated April 26, 1989, filed for record April 27, 1989 at 2:39 P.M. and recorded in the Office of the Recorder, Lucas County, Ohio as Microfiche #89 565 A10, Eagle Trace Development Co., an Ohio General Partnership, hereinafter referred to as "DEVELOPER" imposed a certain DECLARATION OF RESTRICTIONS on the following described real estate, situated in the City of Sylvania, Lucas County, Ohio, viz:

Lots Numbers Thirteen (13) through Eighteen (18) both inclusive, in Steeplechase Plat Two a Subdivision in the City of Sylvania, Lucas County, Ohio, and,

WHEREAS, pursuant to ARTICLE THREE, SECTION 5, DEVELOPER reserved the right to change, modify, alter or rescind any of the restrictions and covenants contained therein, except those set forth in SECTION 8, of ARTICLE ONE therein; and,

WHEREAS, DEVELOPER wishes to alter ARTICLE ONE, SECTION 14 as hereinafter set forth.

NOW THEREFORE, DEVELOPER, pursuant to ARTICLE THREE, SECTION 5, hereby alters ARTICLE ONE, SECTION 14, of said DECLARATION OF RESTRICTIONS by deleting the first sentence of said ARTICLE ONE, SECTION 14 and in its place shall appear the following sentence:

"Developer shall, at the Developer's expense, install a fence along the front lines of Lots Numbers 13 thru 18, both inclusive, and along the south line of Lot Number 18."

All other terms and conditions of said DECLARATION OF RESTRICTIONS not specifically altered herein, are hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, Eagle Trace Development Co., an Ohio General Partnership, has caused this FIRST AMENDMENT to be executed on this 12th day of June, 1991.

WITNESSES:

Judy G. Meyer
Maureen Bevelle

Eagle Trace Development Co.,
an Ohio General Partnership

by: EAGLE TRACE DEVELOPMENT CO., INC.
an Ohio Corporation, Partner

By: Paul T. Avery
Paul T. Avery, President

By: Thomas L. Schlachter
Thomas L. Schlachter, Secretary

Mary A. Benelle
Janet M. Eynow

By: UNITED HOME VENTURES, INC.,
an Ohio Corporation, Partner

By: Jerrold L. Esterline
Jerrold L. Esterline, President

By: Ralph C. Kunze
Ralph C. Kunze, Secretary

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 12th day of June, 1991, by PAUL T. AVERY and THOMAS L. SCHLACHTER, President and Secretary, respectively, of Eagle Trace Development Co., Inc., an Ohio Corporation and by JERROLD L. ESTERLINE and RALPH C. KUNZE, President and Secretary, respectively, of United Home Ventures, Inc., an Ohio Corporation, being all of the general partners of Eagle Trace Development Co., an Ohio General Partnership, on behalf of said partnership.

Janet M. Eynow
NOTARY PUBLIC
JANET M. EYNOW

ADOPTION OF FIRST AMENDMENT

TO

DECLARATION OF RESTRICTIONS BY TRUSTEE

Notary Public, State of Ohio
My Commission Expires March 10, 1993

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee, which is acting as Trustee for Eagle Trace Development Co. and holds legal title to the remaining unsold lots in Steeplechase Plat Two, hereby adopts the foregoing First Amendment to the Declaration of Restrictions and the execution hereof imposes said First Amendment to the Declaration of Restrictions upon Steeplechase Plat Two.

WITNESSES:

Joyce Amay
John W. Martin

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO, INC., TRUSTEE

by: John W. Martin
John W. Martin, Vice President

by: David A. Marker
David A. Marker, Treasurer

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before this 13th day of June, 1991 by John W. Martin, Vice President and David A. Marker, Treasurer of Louisville Title Agency for N.W. Ohio, Inc., as Trustee, on behalf of said corporation.

Joyce Amay
NOTARY PUBLIC
JOYCE AMAY

Notary Public, State of Ohio
My Commission Expires May 22, 1991

CONSENT TO ADOPTION

OF

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

The undersigned, UNITED HOME FEDERAL, Mortgagee of the remaining unsold lots in Steeplechase Plat Two, a Subdivision in the City of Sylvania, Lucas County, Ohio, hereby consents to the adoption of the foregoing First Amendment to the Declaration of Restrictions for Steeplechase Plat Two, a Subdivision in the City of Sylvania, Lucas County, Ohio, this 12th day of June, 1991.

WITNESSES:

Janet M. Eynow
Mary A. Benelle

UNITED HOME FEDERAL

by: Ralph C. Kunze
Ralph C. Kunze

its Chairman of the Board

by: Jerrold L. Esterline
Jerrold L. Esterline

its Senior Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

This foregoing instrument was acknowledged before me this 12th day
June, 1991, by Ralph C. Kunze and Jerrold L. Esterline, Chairman of the Board
Senior Vice President, respectively, of UNITED HOME FEDERAL on
half of said UNITED HOME FEDERAL.

Janet M. Bylow
NOTARY PUBLIC

JANET M. BYLOW
Notary Public, State of Ohio
My Commission Expires March 16, 1993

This Instrument Prepared By:
Thomas L. Schlachter, Esq.
5987 Thunder Hollow Drive
Toledo, Ohio 43615

1200
RECEIVED & RECORDED

JUN 17 1991

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO