This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
KNOW ALL MEN BY THESE PRESENTS: That

PORT LAWRENCE AGENCY, INC., Trustee, of Lucas County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to

MORTHILL CORPORATION, whose tax mailing address is P. O. Box 5103, Fort Wayne, Indiana 46895, the following described real property:

For legal description, see Exhibit A attached hereto and incorporated herein by reference.

Prior reference: 88-114C02

Subject to zoning ordinances, easements and restrictions of record and taxes and assessments due and payable after delivery of this deed.

IN WITNESS WHEREOF, said PORT LAWRENCE AGENCY, INC. Trustee, has caused its corporate name to be subscribed to these presents by its (Vice) President and (Asst) Secretary this 15th day of April, 1988.

Signed, acknowledged and delivered in the presence of:

[Signatures]

State of Ohio, Lucas County, SS:

The foregoing instrument was acknowledged before me this 15th day of April, 1988, by John W. Hilbert II, Esq., and Tracy M. Kelly, of Port Lawrence Agency, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

By:

[Signature]

Notary Public

This Instrument Prepared By:

John W. Hilbert II, Esq.
Toledo, Ohio 43604

TRACY M. KELLY
Notary Public, State of Ohio
My Com. Expires 7-17-92.
A parcel of land being part of the Northwest 1/4 of Section 21, Town 2, United States Reserve of 12 Miles Square at the foot of the Rapids of the Miami of Lake Erie in Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the southerly line of the plat of Airport Executive Park as recorded in Volume 75, Page 57, Lucas County Plat Records with the westerly line of the Replat of Springfield Glens Plat One as recorded in Volume 96, Pages 21 and 22, Lucas County Plat Records; thence in a southerly direction along said westerly line of the Replat of Springfield Glens Plat One, having an assumed bearing of South 00° 22' 40" West, a distance of 230.00 feet to an angle point in said westerly line of the Replat of Springfield Glens Plat One; thence South 26° 10' 20" East along said westerly line of the Replat of Springfield Glens Plat One, a distance of 163.72 feet to an angle point in said westerly line of the Replat of Springfield Glens Plat One; thence South 39° 20" East along said westerly line of the Replat of Springfield Glens Plat One, a distance of 265.45 feet to the intersection of the southerly line of said Replat of Springfield Glens Plat One; thence North 69° 43' 40" West along the westerly extension of said southerly line of the Replat of Springfield Glens Plat One, a distance of 725.09 feet to the intersection of the West line of the East 1/2 of the West 1/2 of said Northwest 1/4 of Section 21; thence North 00° 15' 21" East along said West line of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 21, a distance of 637.72 feet to the intersection of said southerly line of Airport Executive Park; thence South 89° 37' 20" East along said southerly line of Airport Executive Park, a distance of 597.84 feet to the point of beginning.
DEED RESTRICTIONS

1. For a period from the date of recording of this deed until December 31, 2008, the Premises shall be used for multiple-family housing purposes, either as a residential condominium project or an apartment project, and for no other purpose. The operator of the multiple-family housing project on the premises must first be approved by Miracle Manor Apartments.

2. No building, garage, carport, swimming pool, fence, hedge, sign (other than signs of not more than ten (10) feet advertising the sale of the lot on which such sign is located), wall, porch enclosure, grading, driveway, planting of any character, or other structure shall be commenced, erected, maintained, reconstructed to other than its original design, placed or suffered to remain upon the Premises, nor shall any exterior alteration, addition or change be made on said Premises, or to the outward appearance of the buildings located on said Premises, until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, architectural design, quality, cost, use, driveway location, color scheme and location of such structure or work to be done and grading plan of the Premises to be built upon shall have been submitted to and approved in writing by Miracle Manor Apartments. All such plans and specifications shall be prepared by a competent architect or draftsman. Miracle Manor Apartments shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level.

3. Prior to the construction of any improvements on the Premises, a landscaping plan prepared by a registered landscape architect shall be submitted to Miracle Manor Apartments for prior written approval. Such landscaping plan shall include screen planting and mounding on the perimeter of the Premises abutting any property now owned by Grantor.

4. No application for change in any zoning or community unit plan, application for split approval, or application for variance, shall be made without the prior written approval of Miracle Manor Apartments.

5. Any written request to Miracle Manor Apartments for an approval required by the terms of these Restrictions shall be deemed approved if not acted upon by Miracle Manor Apartments within twenty (20) days after receipt of such request. At any time where Miracle Manor Apartments' approval or consent is required to be given pursuant to the terms of these restrictions, such approval or consent shall not be unreasonably withheld.

6. Any construction on said Premises shall be finished on the outside within thirty-six (36) months from the issuance of building permits, subject, however, to causes beyond its reasonable control.

7. No portion of the Premises or any building therein shall be used or permitted to be used for any purpose which may endanger the health of the neighborhood, and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.
8. No excavation, fill, ditch, diversion, dam or thing or device which materially affects or alters the natural flow of surface waters from, upon or across the Premises, or which materially affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel, from, upon or across the Premises or which would materially affect or increase the elevation and flow of flood waters from, upon or across adjacent property shall be permitted without the consent of Miracle Manor Apartments.

9. Invalidation of any of the restrictions and covenants herein by judgment or court order shall not affect any of the other provisions contained in these Restrictions, which shall remain in full force and effect.

10. Grantor or Miracle Manor Apartments may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such 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.

11. These Restrictions and other provisions herein contained shall run with the land and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns who hold any interest whatsoever in the Premises, regardless of how or in what manner such interest is acquired.
AMENDMENT TO AND PARTIAL RELEASE OF DEED RESTRICTIONS

THIS AMENDMENT made and entered into by PORT LAWRENCE AGENCY, INC., Trustee, an Ohio corporation (hereinafter "Port Lawrence") and MIRACLE MANOR APARTMENTS, an Ohio General Partnership (hereinafter "Miracle") this 14th day of November 1989.

WITNESSETH THAT:

WHEREAS, by Deed dated April 14, 1988 and recorded as Deed No. 88-155004, the real estate set forth on Exhibit A, which is attached hereto, was conveyed to North Hill Corporation subject to certain restrictions (hereinafter the "Deed Restrictions"); and

WHEREAS, a portion of the real estate presently subject to the Deed Restrictions is part of property now platted as Plat 1 of the Courtyards of Holloway, a Subdivision in Springfield Township, Lucas County, Ohio, and the remaining portion thereof is described on Exhibit B, which is attached hereto and which has been approved for platting as Plat 2 of the Courtyards of Holloway (hereinafter the "Remaining Property"); and

WHEREAS, Port Lawrence and Miracle desire to amend the Deed Restrictions in part and to release a portion of the real estate described on Exhibit A from the effect of the Deed Restrictions.

NOW, THEREFORE, Port Lawrence and Miracle hereby declare as follows:

1. The Deed Restrictions are hereby released as to Plat 1 of the Courtyards of Holloway.

2. Paragraph 1 of the Deed Restrictions is hereby amended to read in its entirety as follows:

   1. For a period from the date of recording of this deed until December 31, 2008, the Premises shall be used for multiple-family housing purposes, either as a residential condominium project or an apartment project, and for no other purpose.

3. Paragraph 11 of the Deed Restrictions is hereby amended to read in its entirety as follows:

   11. These Restrictions and other provisions herein contained shall run with the land and

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shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns who hold any interest whatsoever in the Premises, regardless of how or in what manner said interest is acquired; provided, however, these Restrictions shall be void and of no further force and effect at such time that all of the lots have been improved with structures in accordance with plans and specifications approved in accordance with paragraph 2 hereof.

Except as amended hereby, the Deed Restrictions shall continue to apply to the Remaining Property.

IN WITNESS WHEREOF, Port Lawrence and Miracle have caused this Amendment and Partial Release of Deed Restrictions to be signed by its President and Managing General Partner, respectively, on the day and year first above written.

Signed and acknowledged in the presence of:

PORT LAWRENCE AGENCY, INC.,
Trustee

by:

PORT LAWRENCE AGENCY, INC.,
Trustee

by:

MIRACLE MANOR APARTMENTS

by:

Abe Leiderman, Managing General Partner

STATE OF OHIO) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 14th day of November 1989 by MacRae R. Leachy, as President of Port Lawrence Agency, Inc., Trustee, an Ohio corporation, on
The foregoing instrument was acknowledged before me this 14th day of November, 1989 by Abe Leiderman, as Managing General Partner of Miracle Manor Apartments, an Ohio General Partnership, on behalf of the partnership.

This Instrument Prepared By:

John W. Hilbert II, Esq.
Toledo, Ohio 43604

Amend(Abe 1)
A parcel of land being part of the Northwest 1/4 of Section 21, Town 2, United States Reserve of 12 Miles Square at the foot of the Rapids of the Miami of Lake Erie in Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the southerly line of the plat of Airport Executive Park as recorded in Volume 76, Page 57, Lucas County Plat Records with the westerly line of the Replat of Springfield Glens Plat One as recorded in Volume 96, Pages 21 and 22, Lucas County Plat Records; thence in a southerly direction along said westerly line of the Replat of Springfield Glens Plat One, having an assumed bearing of South 00° 22' 40" West, a distance of 230.00 feet to an angle point in said westerly line of the Replat of Springfield Glens Plat One; thence South 26° 10' 20" East along said westerly line of the Replat of Springfield Glens Plat One, a distance of 163.72 feet to an angle point in said westerly line of the Replat of Springfield Glens Plat One; thence South 11° 39' 20" East along said westerly line of the Replat of Springfield Glens Plat One, a distance of 265.85 feet to the intersection of the southerly line of said Replat of Springfield Glens Plat One; thence North 89° 43' 40" West along the westerly extension of said southerly line of the Replat of Springfield Glens Plat One, a distance of 725.09 feet to the intersection of the West line of the East 1/2 of the West 1/2 of said Northwest 1/4 of Section 21; thence North 00° 15' 21" East along said West line of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 21, a distance of 637.72 feet to the intersection of said southerly line of Airport Executive Park; thence South 89° 37' 20" East along said southerly line of Airport Executive Park, a distance of 597.84 feet to the point of beginning.
PARCEL II: A parcel of land being part of the Northwest quarter (1/4) of Section twenty-one (21), Town two (2), 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, said parcel of land being bounded and described as follows:

Commencing at the North quarter (1/4) corner of said Section twenty-one (21); thence in a Southerly direction along the North-South centerline of said Section twenty-one (21), having an assumed bearing of South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West, a distance of eight hundred thirty-six and zero hundredths (836.00) feet to the intersection of the Northerly line of a parcel of land as described in Microfiche 87-311-502, Lucas County Deed Records; thence continuing South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said North-South centerline of Section twenty-one (21), a distance of four hundred eight and nine hundredths (408.09) feet to the intersection of the Southerly plat line of Courtyard of Holloway Road Plat 1 as recorded in Volume 119, Pages 94 and 95, Lucas County Plat Records; thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said Southerly plat line of Courtyard of Holloway Road Plat 1, a distance of four hundred eighty-four and zero hundredths (484.00) feet to the intersection of the Easterly plat line of said Courtyard of Holloway Road Plat 1; thence South zero (00) degrees, seventeen (17) minutes, forty
seconds West along said Easterly plat line of Courtyard of Holloway Road Plat 1, a distance of ninety and zero hundredths (90.00) feet to the intersection of the Southerly plat line of said Courtyard of Holloway Road Plat 1; thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said Southerly plat line of Courtyard of Holloway Road Plat 1, a distance of one thousand one hundred seventy-five and twelve hundredths (1175.12) feet to the Southwest corner of said Courtyard of Holloway Road Plat 1, said point being the true point of beginning; thence continuing North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along the Westerly extension of said Southerly plat line of Courtyard of Holloway Road Plat 1, a distance of three hundred and eight (308.00) feet to the intersection of the West line of the East half (1/2) of the West half (1/2) of said Northwest quarter (1/4) of Section twenty-one (21); thence North zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds East along said West line of the East half (1/2) of the West half (1/2) of said Northwest quarter (1/4) of Section twenty-one (21), a distance of six hundred thirty-seven and seventy-two hundredths (637.72) feet to the intersection of the Southerly plat line of Airport Executive Park as recorded in Volume 76, Page 57, Lucas County Plat Records; thence South eighty-nine (89) degrees, thirty-seven (37) minutes, twenty (20) seconds East along said Southerly plat line of Airport Executive Park, a distance of three hundred and eight (308.00) feet to the intersection of the Northwest corner of said Courtyard of Holloway Road Plat 1; thence South zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds West along the Westerly plat line of Courtyard of Holloway Road Plat 1, a distance of six hundred thirty-seven and fifteen hundredths (637.15) feet to the true point of beginning.