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DECLARATION OF RESTRICTIONS

FOR

HEATHERDOWNS OFFICE PLAZA, A SUBDIVISION

IN

THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by Heatherdowns Realty Co., an Ohio General Partnership, hereinafter called "Developer" and by Heatherdowns Office Plaza Association, an Ohio Nonprofit Corporation, hereinafter called "Association" on the day and year hereinafter set forth.

WITNESS THAT:

WHEREAS, Developer is an Ohio General Partnership consisting of The Cavalier Corporation, an Ohio Corporation, and Helico Realty, Inc., an Ohio Corporation, as its general partners and is the owner of all lots as shown on the recorded plat of Heatherdowns Office Plaza, a subdivision platted on part of Section twenty-four (24) in Town 2 of the United States Reserve of Twelve Miles Square at the foot of the Rapids of the Miami of Lake Erie in the City of Toledo, Lucas County, Ohio recorded in Volume 99, pages 68 through 69, Lucas County, Ohio record of Plats; and

WHEREAS, Association is a nonprofit corporation formed by Developer whose members shall be all of the owners of all of the lots in Heatherdowns Office Plaza, a subdivision; and

WHEREAS, Heatherdowns Office Plaza is a commercial subdivision developed as a community development plan or planned

C 83 023D11
DECLARATION OF RESTRICTIONS

unit development within the meaning of such terms as defined by The Revised Code of Ohio and as a C-4 Shopping Center District in accordance with the Subdivision and Zoning Rules and Regulations of the Toledo Municipal Code of the City of Toledo, Lucas County, Ohio.

NOW THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, their successors and assigns hereby declare, covenant and stipulate that all property as shown on the recorded plat of Heatherdowns Office Plaza, a subdivision in the City of Toledo, Lucas County, Ohio, shall hereafter be conveyed by them, their successors and assigns subject to the following restrictions, covenants and conditions which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I
RESTRICTIONS

1.1 All transfers and conveyances of each and every commercial lot in the subdivision shall be made subject to these covenants and restrictions.

1.2 These covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2003 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

1.3 These covenants and restrictions may be amended prior to January 1, 2003 or may be amended or terminated after January 1, 2003 by the then owners of the lots, comprising at least two thirds (2/3) of the area of all lots, in said subdivision.
1.4 Any amendments or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of lots comprising at least two-thirds (2/3) of the area of all of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.5 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

1.6 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, Association, the architectural control committee, or the owner of any lot in Heatherdowns Office Plaza shall have the right to maintain an action at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

1.7 The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

1.8 In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

1.9 Invalidation of any of the restrictions and covenants, in whole or in part herein, by judgment or court order or by act of the owners as herein provided shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

ARTICLE II

COMMERCIAL LOTS

2.1 The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for offices and activities of an
office nature, including financial services such as loan production offices, barber shops, beauty shops, medical or dental laboratories, inhouse pharmaceuticals and related services of a similar business type, together with the usual accessory uses pertaining to such as storage and maintenance buildings and space.

2.2 The ten (10) lots located as shown on the recorded plat shall be commercial lots and the remainder of the real estate included in the subdivision designated as common area shall be used exclusively for roadway, parking, maintenance buildings and utility purposes as shown on the recorded plat and for pond and open space areas.

2.3 Each commercial lot as shown on the recorded plat shall contain at least four thousand (4,000) square feet and shall be designated as an office building site.

2.4 Each owner of a lot in the subdivision shall own an undivided interest in the common areas, including the dedicated private place as shown on the plat and all parking spaces located in the common area, as a tenant in common with all other such owners, and except as otherwise limited in these restrictions, shall have the right to use the common areas for all purposes incident to the use and occupancy of his building as a place of business and such other incidental uses permitted by these restrictions, including the nonexclusive easements, together with other owners to the use and enjoyment of the common areas and dedicated private place for ingress and egress to and from the respective lots and Heatherdowns Blvd., which rights shall be appurtenant to and shall run with his lot. The extent of such ownership in the common areas, and the percentage of each lot area to the total area of all lots in the subdivision is hereby deemed and expressed by percentages hereinafter set forth in Article 2.5; such percentage amount shall not be changed except by an amendment to these restrictions unanimously approved by all lot owners.

2.5 The percentage of ownership of the common areas and of each lot area attributable to the ownership of each lot, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, shall be as follows:

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Percentages of Ownership</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>5.839</td>
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<tr>
<td>2</td>
<td>13.504</td>
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<tr>
<td>3</td>
<td>5.839</td>
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<td>4</td>
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<td>9</td>
<td>13.504</td>
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<tr>
<td>10</td>
<td>5.839</td>
</tr>
</tbody>
</table>
There shall be no partition of the common areas through judicial proceedings or otherwise provided, however, that if any office unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such office unit ownership as between such co-owners.

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the common areas in such manner as will not restrict, interfere with or impede the use thereof by other owners.

All owners shall use the common areas in such manner as will not restrict, interfere with or impede the use thereof by other owners and their respective tenants, employees, guests and invitees except to the extent that the architectural control committee has approved the extension into the common area immediately adjacent to office buildings erected on a lot of connections between buildings, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery.

Except as otherwise provided herein, management, repair, alteration and improvement of the common areas shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent for periods of time which shall not exceed one (1) year and may provide for reasonable compensation of the manager or managing agent.

Each lot owner shall maintain, repair and replace at his expense his building but shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the building unless the prior written consent of the Association is obtained. The Association shall, at its expense, paint the exterior wood and other surfaces as required of each building. Such duty to paint the exterior surfaces is the only responsibility of the Association involving the building.

A lot owner shall not make any alterations in the building exterior on his lot or remove any portion thereof or make any additions thereto without first obtaining the written consent of the Association.

Notwithstanding the fact that the Association or any lot owner may be entitled to the benefit of any guarantee of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, or the fact that any maintenance, repair or replacement may be necessary to cure any
latent or patent defect in material or workmanship in the construction of the property, the existence of any such construction guarantee, insurance coverage, or patent or latent defects shall not excuse any delay by the Association or any lot owner in performing his obligation hereunder.

2.13 No owner shall execute any deed, mortgage, lease or other instrument affecting title to his lot ownership without including therein both his interest in the lot and his corresponding percentage of ownership in the common areas, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser or other grantee of a lot, description by lot number shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the common areas.

2.14 In the event that, by reason of the construction, settlement or shifting of any building, or by reason of the partial or total destruction and rebuilding of any building, any part of any building shall hereafter encroach upon any part of the common areas or if by reason of the design or construction of any building, it shall be necessary or advantageous to an owner to use or occupy for a permitted use or restrictions approved by the architectural control committee, any portion of the common areas consisting of unoccupied space appurtenant to his lot, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such lot; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any lot, if such encroachment occurred contrary to the permitted encroachment approved by the architectural control committee.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 No structure or other improvement including but not limited to office buildings, garages, basements, fences, walls, bridges, dams, driveways, landscaping, sprinkling system, exterior lighting, hedges or other enclosures shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been approved in writing by the architectural control committee.
3.2 Such detailed plans and specifications shall show the size, location, type architectural design, quality, cost, use, material construction, color scheme including roof colors and materials, and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

3.3 Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

3.4 All office buildings and accessory structures must be erected wholly within the lot lines and no closer to any of the roadways than the building lines of the lots as shown on the recorded plat.

3.5 If approved by the architectural control committee, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to office buildings which have been erected wholly within the lot lines.

3.6 If approved by the architectural control committee, a tunnel, breezeway, elevated walkway, hall or concourse may extend into the common area connecting office buildings erected on the following lots. Connections may be between Lot 1 and Lot 2; between Lot 3 and Lot 4; between Lot 4 and Lot 5; between Lot 6 and Lot 7; between Lot 7 and Lot 8; and between Lot 9 and Lot 10.

3.7 The purpose of requiring detailed plans and specifications as herein set forth is to develop Heatherdowns Office Plaza as an architecturally harmonious artistic and desirable commercial subdivision having a parklike atmosphere with office buildings located in a properly spaced manner following a precise landscape plan.

3.8 Developer shall establish a master plan for landscaping, irrigation and exterior electrical responsibility of the entire subdivision, in accordance with the requirements of the City of Toledo, which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association and shall be substantially as set forth on the master landscape plan attached hereto as Exhibit A.

3.9 Developer shall establish a general architectural theme for roof design, colors and material, trim colors, brick specifications and window detail and 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 the master plan for the development and use of the subdivision.
3.10 In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvements contemplated with relation to the improvements on contiguous or adjacent lots, 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 the subdivision as a whole. Any determination made by the architectural control committee in good faith shall be binding on all parties in interest.

3.11 Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the lots in the subdivision and structures have been erected on each of such lots. Thereafter members of the architectural control committee shall be appointed by Heatherdowns Office Plaza Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish its power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

3.12 No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include office buildings, garages, other buildings and similar structures but shall not include driveways, walkways, fences and similar improvements.

3.13 Until such time as Developer has conveyed to others all lots and structures owned by it, in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall control the size, location, material, color and spacing of all signs in the subdivision and the Developer shall be permitted to construct and use sales and construction offices and a model building on one (1) or more of the lots in the subdivision and maintain a large temporary sign on Heatherdowns Blvd. advertising the sale of property in the subdivision.

ARTICLE IV

HEATHERDOWNS OFFICE PLAZA ASSOCIATION

4.1 All owners of lots in the subdivision and all persons who hereafter acquire title to a lot in the subdivision
shall automatically become a member of Baatherdowns Office Plaza Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

4.2 The Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas to members of the Association, their tenants, and their respective employees, guests, and invitees.

4.3 No person shall use the common areas or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be adopted by the Association consistent with the provisions of these restrictions.

4.4 The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to be for the general benefit of the owners of all lots in the subdivision.

4.5 The Association shall enforce all provisions of the recorded plat, these restrictions and regulations promulgated by it with respect to the use and occupancy of lots and common areas in the subdivision.

ARTICLE V

ASSESSMENTS

5.1 For the calendar year 1983 and thereafter each lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year. Assessments on vacant lots in the subdivision shall be at a rate of twenty-five percent (25%) of the assessments on lots with structures erected thereon.

5.2 Such annual assessment shall be payable in equal monthly installments on or before the first day of each month during the calendar year for which the assessment is levied.

5.3 Each annual assessment shall become a lien against each lot on the first day of the calendar year in which it becomes due and payable.

5.4 A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for
more than sixty (60) days from the date it is due and payable.

5.5 Such Notice of Lien shall identify the lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

5.6 The Association's Lien shall be subordinate to the lien of any real estate mortgage on any lot recorded prior to recording of the aforesaid Notice of Lien.

5.7 The sale or transfer of any lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

ARTICLE VI
USE AND ACTIVITIES

6.1 The subdivision property shall be used only for offices and activities of an office nature, including professional and business offices and any building approved in writing by the Association. Garages, storage and maintenance buildings may be used for such purpose for which they are constructed.

6.2 There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Association except as hereinafter expressly provided.

6.3 Nothing shall be done or kept in any office or in the common areas which will increase the rate of insurance of the building in which such office is located or the contents thereof. No owner shall permit anything to be done or kept in his building or in the common areas which will result in the cancellation of insurance on any building in the subdivision, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

6.4 Building owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building except that signs of identification of occupants, as approved by the Developer, may be placed on the outside walls of a building immediately above or next to the exterior doors of such building. No other signs or any awning, canopy,
shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by the Developer.

6.5 Draperies or curtains having a plain white or off white surface visible to the exterior shall be installed in all windows, provided however, the Association may permit harmonious substitutes therefor. No interior walls or partitions shall be installed in any building which run to and end within a window area without the prior written consent of the Association. No signs, advertisements, or posters shall be displayed in any window.

6.6 No pets or other animals shall be raised, bred or kept in any building or in the common areas.

6.7 No noxious or offensive activity shall be carried on in any building or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants in the subdivision.

6.8 Nothing shall be done in any building or in the common areas which will impair the structural integrity of any building.

6.9 The common areas shall be kept free and clear of rubbish, debris and other unsightly materials.

6.10 There shall be no storage of vehicles, furniture or equipment on any part of the common areas except in garages and storage buildings constructed specifically for such purpose and except in accordance with the rules and regulations therefor adopted by the Association.

6.11 No part of the subdivision shall be used for any residential or overnight lodging purposes.

6.12 Nothing shall be altered or constructed in or removed from the common areas except as hereinafter provided and except upon the written consent of the Association.

6.13 Each building owner shall have the right to sell or lease to others any part or all of his building provided that said sale or lease is made subject to provisions of these restrictions and further be subject to rules, regulations and standards adopted by the Association.

6.14 No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such lots other than a well for water for maintenance purposes which shall first have been approved by the architectural control committee.
6.15 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 while the 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.

6.16 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 approval of the architectural control committee.

6.17 No office building erected in the subdivision shall be used as an office building until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

ARTICLE VII
DEVELOPER

7.1 Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric, light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the common areas designated on the recorded plat and along and upon all highways now existing or hereafter established and abutting the subdivision.

7.2 Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision 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.

7.3 Developer reserves the right to relinquish its powers with respect to easements as set forth in this Article by written instrument delivered to the Association whereupon all rights with respect to easements as set forth in this Article shall thereafter be exercised by the Association.

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

7.5 Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

ARTICLE VIII

GENERAL

8.1 Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the treasurer of the Association a Certificate setting forth whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

8.2 In the event the Association shall be dissolved or otherwise cease to exist, all of its rights, powers, duties and obligations herein shall automatically thereupon be transferred to the then owners of the lots in Heatherdowns Office Plaza, a subdivision, with each owner having an interest or vote in proportion to the areas of each lot owned, provided however, that in no event and under no circumstances shall there be any partition of the common areas and facilities through judicial proceedings or otherwise unless approved by the owners of lots having at least two-thirds (2/3) of the area of all lots in the subdivision.

8.3 Developer shall have an option to repurchase any lot in the subdivision, if the owner of a lot does not erect an office structure thereon for one year after purchase of such lot, at the same purchase price paid for such lot to Developer plus interest thereon at twelve percent (12%) per annum from the date of purchase to the date the Developer furnishes notice of intent to exercise such option to such owner. If notice of intent to exercise such option is not furnished to the owner within fifteen (15) months after purchase such option shall terminate. If the option to purchase is exercised, closing shall take place within thirty (30) days after such notice with Seller furnishing a current Title Guarantee and conveyance by properly executed Warranty Deed of good and merchantable title, free and clear of all liens and encumbrances except taxes and assessments due and payable after date of closing, subject to easements and restrictions applicable to all lots in the subdivision.
IN WITNESS WHEREOF, Heatherdowns Realty Co., an Ohio General Partnership, consisting of The Cavalear Corporation, an Ohio Corporation, and Helmco Realty, Inc., an Ohio Corporation, as general partners and Heatherdowns Office Plaza Association, an Ohio Nonprofit Corporation, has executed this Agreement in the City of Toledo, Lucas County, Ohio this ___ day of December, 1982.

Witnesses:

HEATHERDOWNS REALTY CO.,
An Ohio General Partnership
By: THE CAVALEAR CORPORATION,
An Ohio Corporation,
General Partner
By: 
By: Robert F. Cavalear, Pres.
By: Gerald R. Wagner, Sec.
By: HELMCO REALTY, INC.
An Ohio Corporation,
General Partner
By: 
By: Harold A. McMaster, Pres.
By: Norman C. Nitschke, Sec.
HEATHERDOWNS OFFICE PLAZA ASSOCIATION, An Ohio Nonprofit Corporation
By: 
By: Robert F. Cavalear, Pres.
By: Norman C. Nitschke, Sec.

Continued on:
83-024A01 - 83 023E12
STATE OF OHIO

COUNTY OF LUCAS

Before me, a notary public in and for said county and state, personally appeared, ROBERT F. CAVALER, President and GERALD H. WAGNER, Secretary respectively of THE CAVALER CORPORATION, an Ohio Corporation, general partner of HEATHERDOWNS REALTY CO., an Ohio General Partnership, and HAROLD A. McMasters, President, and NORMAN C. NITSCHKE, Secretary respectively of HELMCO REALTY, INC., an Ohio Corporation, general partner of HEATHERDOWNS REALTY CO., an Ohio General Partnership, who acknowledged that being duly authorized they did sign said instrument on behalf of said corporations as such general partners of such partnership and that the signing thereof is their free act and deed, individually and as such officers and the free act and deed of said corporation as such partners, and the free act and deed of said partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of December, 1982.

[Signature]

Richard G. LaValley
Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

Continued from: 83023612
STATE OF OHIO }  
SS
COUNTY OF LUCAS;

Before me, a notary public in and for said county and
state, personally appeared, ROBERT F. CAVALEAR, President and
NORMAN C. NITSCHKE, Secretary respectively of HEATHERDOWNS OFFICE
PLAZA ASSOCIATION, an Ohio Nonprofit Corporation, who
acknowledged that being duly authorized in that behalf, they did
sign said instrument on behalf of said corporation and that the
signing thereof is their free act and deed, individually and as
such officers, and the free act and deed of said corporation for
the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my
named and affixed my official seal this ____ day of December,
1982.

[Signature]

Richard G. LaValley,
Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration
date
Section 147.03 R.C.

This instrument Prepared by:
LaValley, Stockwell & Cooperman Co., L.P.A.
5800 Monroe St., Bldg. F
Sylvania, Ohio 43560

RECEIVED & RECORDED
JAN-7 1993  2 53PM

SANDY IGENHAG
RECORDER, LUCAS COUNTY, OHIO
STATE OF OHIO  
}  
} SS:  
COUNTY OF LUCAS  

Gerald H. Wagner, being first duly sworn on oath states that he is the duly elected Secretary of The Cavalear Corporation, an Ohio Corporation, and as such is the duly authorized agent of Heatherdowns Realty Co., an Ohio General Partnership consisting of the Cavalear Corporation, an Ohio Corporation, and Helasco Realty, Inc., an Ohio Corporation, as its sole general partners.

As duly authorized agent for said partnership he caused to be recorded the Declaration of Restrictions for Heatherdowns Office Plaza, a subdivision in the City of Toledo, Lucas County, Ohio which Declaration of Restrictions were duly recorded on January 7, 1983 at Microfiche No. 83-023D11 through 83-023E12 and continued to 83-024A01 through 83-024A02 inclusive.

Through inadvertence Affiant failed to properly attach the Master Landscape Plan to the Declaration of Restrictions as recorded, said Landscape Plan known as Exhibit A to the Declaration of Restrictions, which Landscape Plan is attached hereto as attachment I consisting of three pages.

The purpose of this Affidavit is to record the Master Landscape Plan to complete the record of the Declaration of Restrictions with the Lucas County Recorder's Office.

Gerald H. Wagner

Sworn to before me and subscribed in my presence this
25th day of January, 1983.

John P. Stockwell
Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date Sec. 147.03 R.C.

This instrument prepared by:
LeValley, Stockwell & Cooperman Co., L.P.R.
3800 Monroe St. Bldg- P
Sylvania, Ohio 43560