River West Plat One

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RIVER WEST PLAT ONE
DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENT LIEN

This Declaration of Covenants, Easements, Restrictions and Assessment Lien is made on the 13th day of June, 2003, by Fort Lawrence Title and Trust Company, Trustee for the benefit of River West Toledo Ohio, Ltd., an Ohio limited liability company (collectively, the "Developer").

BACKGROUND

A. The Developer is the owner in fee simple of the Property described herein.

B. The Developer intends to construct, or provide for construction of, single family residences on the Units (as defined herein) located in River West Plat One, Toledo, Lucas County, Ohio.

C. The Developer desires to create a plan of restrictions, easements and covenants with respect to the Units and establish the right to impose liens upon the Units, which shall be binding upon and inure to the benefit of the Developer, the Association (as defined herein), and all future owners and occupant of the Units.

D. Developer may acquire other lands in the vicinity of the Property which Developer may desire to develop as an extension of and in conjunction with the development of the Property and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as herein provided. Developer reserves the right to extend the benefit and the burdens created by these restrictions, including the non-exclusive right and easement to use and enjoy the roads and utility lines (including, but not limited to, all water, sewer, electrical, cablevision and telephone lines and easements) to any lands which may be hereafter acquired by Developer in the vicinity of the Property and may be developed by Developer in conjunction with the development of the Property and/or subsequent plats of River West. Developer may exercise the rights reserved herein by filing consecutively numbered plats or
similar instruments of River West together with supplemental declarations of restrictions or like materials subjecting such subsequent plats or instruments to this Declaration.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Architectural Control Committee" means the committee composed of not more than three (3) members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the Units in River West Plat One to others and residences shall have been erected on all of the Units in River West Plat One. Thereafter, the Association shall have the right to appoint the members of the Architectural Control Committee.

2. "Articles" and "Articles of Incorporation" mean the Articles of Incorporation, filed, or to be filed, with the Secretary of State of Ohio, incorporating River West Subdivision Homeowners' Association, Inc., as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time.

3. "Association" and "River West Subdivision Homeowners' Association, Inc." mean the corporation not-for-profit created by the filing of the Articles.


5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

6. "By-Laws" mean the By-Laws of the Association, as the same may be lawfully amended from time to time, which serve as the Code of Regulations of the Association under and pursuant to the provisions of Chapter 1702.

7. "Common Areas" mean all real and personal property owned by or leased to the Association for the common use and enjoyment of the Unit owners, Lot or Unit A, and the Private Place. This real and personal property includes, but is not limited to, the land comprising the property other than the Villas (to be defined herein) themselves, together with any of the following that may be located on such land or on the Units: private roadways, private sewer systems, ponds, recreational facilities, curbs, transformers, sprinkler systems, mail kiosk, common utility lines and facilities, and other facilities to be administered by the Association.

8. "Declaration" means this Declaration of Covenants, Easements, Restrictions and Assessment Lien.
9. "Developer" means Port Lawrence Title and Trust, Trustee and/or River West Toledo Ohio, Ltd., an Ohio limited liability company, and their successors and assigns, provided that the rights specifically reserved to Developer under this Declaration, or under any other Association Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Developer as successors and assigns of such rights.

10. "Director" and "Directors" mean that person or those persons serving at the time pertinent, as a director or directors of the Association.

11. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder’s name, address and Unit or Units subject to its mortgage.

12. "Unit" or "Units" mean one or more of Units numbered 1 through 40, inclusive, of River West Plat One, as such Units are numbered and delineated on the recorded plat thereof, on June 13, 2003, of record 200306130028520 of the Recorder's Office, Lucas County, Ohio.

13. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

14. "Occupant" means a person lawfully residing on a Unit, regardless of whether that person is a Unit Owner.

15. "Person" means a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

16. "Private Way" means a means of ingress and egress to and from the Subdivision as it is defined herein.

17. "Subdivision" means River West Plat One, as shown on the recorded plat thereof, of record 200306130028520 of the Recorder's Office, Lucas County, Ohio. Upon the recording of any subsequent plats, or like instruments, these shall be included within the term "Subdivision".

18. "Turnover Date" the date selected by the Developer, in its sole discretion, for the Developer to relinquish control over the selection of the Association's Directors.

19. "Unit" means the residential unit constructed on a Unit.
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIEN

The Developer hereby declares that the following described property shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions, and lien for assessments, which are for the purpose of protecting the values and desirability of, and which shall run with the land and each part thereof, and shall be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Developer, each Unit Owner, the respective heirs, successors and assigns of the Developer and each Unit Owner, and the Association:

Situated in the State of Ohio, County of Lucas, City of Toledo, and further described on Exhibit A attached hereto and incorporated herein by reference.

Being Units Numbered 1 through 40, inclusive, and the Common Areas of River West Plat One in the City of Toledo, Lucas County, Ohio as the same are numbered and delineated on the recorded plat thereof, of records 200306130026620 of the Recorder’s Office, Lucas County, Ohio.

(the “Property”).

The provisions of this Declaration as from time to time amended, shall be considered to be a part of, and incorporated within, each deed hereinafter conveying the Units, or any portion thereof.

ARTICLE I
PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish covenants, easements, and restrictions for River West Plat One, to provide for an Association for the ownership and operation of the Common Areas; to provide for and promote the benefit, enjoyment and well-being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Units shall be subject to the following restrictions:
(a) Unit Uses. No Unit may be subdivided without the prior written consent
of the Developer. Except as otherwise specifically provided in this Declaration, no Unit shall
be used for any purpose other than that of an attached single family residence with attached
garage and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) a Unit
Owner may use a portion of a dwelling for his or her office or studio (other than a music studio)
so long as those activities do not interfere with the quiet enjoyment or comfort of any other Unit
Owner or Occupant, and so long as those activities do not increase the normal flow of traffic
or individuals in and out of the property or in and out of the Owner's dwelling; (ii) an
Occupant maintaining a personal or professional library, keeping personal business or
professional records or accounts, or conducting personal business or professional telephone calls
or correspondence, in or from a residence constructed on a Unit is engaging in a use expressly
declared customarily incidental to principal residential use and is not in violation of these
restrictions; and (iii) it shall be permissible for the Developer to maintain, during the period of
the sale of Units, one or more Units or portions of Common Areas as sales models and offices
and/or for storage, construction and maintenance purposes, until such time as all Units have
been sold and conveyed.

No portion of any Unit shall be used for any purpose other than that of a single
family dwelling, except nothing herein contained, however, shall be construed at preventing the
use of such portion of the Unit for any approved sidewalk, driveway, walkway, lawn, the
planning of trees and shrubbery, landscaping or for the purpose of beautifying the premises. No
weeds, underbrush or other unsightly growth, shall be permitted to grow or remain anywhere
within River West Plat One and no unsightly objects shall be allowed to be placed or suffered
to remain anywhere thereon. No fence, hedge, flag, wall, deck or wall divider or partition, or
enclosure of any kind, for any purposes shall be erected, placed or suffered to remain upon any
Unit without any written consent of the Developer or the Board, having been first obtained
therefor.

No basketball backboards shall be attached to any residence in River West Plat
One; No portable basketball backboard shall be permitted on a Unit.

No clothes, sheets, blankets or other articles shall be hung out or exposed on any
part of any Unit or the Common Areas. No laundry of any kind, or other articles, shall be
exposed or hung for drying at any time on any porch, patio or balcony. No flag or flag pole
shall be installed on any Unit.

No boat, boat trailer, house trailer, motor home, mobile home, motorcycle,
snowmobile, trailer, recreational vehicle or truck of any type shall be parked, kept or stored on
any portion of River West Plat One unless completely within an enclosed garage. The word
"truck" shall include every type of motor vehicle other than passenger cars and other than any
pickup truck or van that is used as a primary source of transportation by a Unit Owner. No
trailer, swing set, tent, shack, pool, pool house, barn or outbuilding or equipment of any type

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shall be permitted on any portion of River West Plat One unless approved by the Developer or the Board.

All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers, entirely within the garage or dwelling until the day on which said rubbish, debris and garbage is to be picked up for disposal. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer or Board.

No hot tubs or like facilities shall be placed on the roof tops or roof top deck areas without prior consent from the Architectural Control Committee which shall not be granted unless evidence from a credible engineer is presented regarding the Unit's ability to support and/or maintain such a facility.

No fire pits or open barbecues shall be placed on the roof tops or roof top deck areas.

(b) Common Area Uses. Upon conveyance of the Common Areas to the Association, the Common Areas shall be owned by the Association and held and operated for the benefit of the Developer, Unit Owners, Occupants and their agents, servants, customers, invitees and licensees, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Antennas. Except to the extent pre-empted by law, no television, satellite, or radio antenna, receiver, transmitter or like kind item, shall be placed on a Unit or Unit unless approved by the Developer or the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(d) Nuisances. No noxious or offensive activity shall be permitted on any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose, which might endanger the health of, or unreasonably disturb, any other Unit Owner or Occupant.

(e) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Units and Common Areas, and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(f) Signs. No sign of any kind shall be displayed to the public view on the Units except: (a) on the Common Areas, signs placed by the Developer or the Board regarding and regulating the use of the Common Areas; (b) on the Units, one professionally prepared sign advertising the Unit for sale; and (c) on the Common Areas and Units, signs advertising the sale of Units by the Developer during the initial sales period, which shall continue until all Units
have been sold to parties unrelated to the Developer. No sign of any kind shall be displayed
to the public view on or within the Unit unless approved by the Developer or Board.

(g) **Animals.** Except as hereinafter provided, no animals, livestock or poultry
of any kind shall be raised, bred or kept on any Unit or on the Common Areas. Notwithstanding
the foregoing, household domestic pets, not bred or maintained for commercial purposes, may
be maintained inside a Unit provided that: (i) no animals shall be permitted in any portion of
the Common Areas except on a leash (not longer than six feet in length) maintained by a
responsible person; (ii) no animals shall be left unattended on a Unit or on any portion of the
Common Areas; (iii) Owners shall keep the Common Areas and their Units clean; (iv) no
outside shelter, house, box or cage for any animal maybe constructed or maintained on a Unit
or the Common Areas; (v) the permitting of animals in River West Plat One shall be subject to
such rules and regulations as the Board may from time to time promulgate, including, without
limitation, the right to place limitations on the size, number and type of such pets, and the right
to levy fines and enforcement charges against persons who do not clean up after their pets; and
(vi) the right of an Occupant to maintain an animal shall be subject to termination if the Board,
in its sole discretion, determines that the animal constitutes a noise issue, nuisance, hindrance,
safety concern, or creates a detrimental effect on River West Plat One or other Unit Owners or
Occupants.

(h) **Conveyances.** Each Unit shall be conveyed subject to the terms,
conditions and provisions hereof. The right of a Unit Owner to sell, transfer or otherwise
convey Owner’s Unit is not subject to any right of first refusal or similar restrictions and any
Unit Owner may transfer that Unit Owner’s Unit free of any such limitation. To enable the
Association to maintain accurate records of the names and addresses of Unit Owners, however
each Unit Owner agrees to notify the Association, in writing, within five (5) days after an
interest, in that Unit Owner’s Unit has been transferred to another person. In addition, each Unit
Owner agrees to provide to a purchaser of that Owner’s Unit a copy of the Association
Organizational Documents and all effective rules and regulations.

(i) **Discrimination.** No action shall at any time be taken by the Association
or the Board which in any manner would illegally discriminate against any Unit Owner in favor
of another.

(j) **Arbitration.** The interpretation of the Developer as to the application of
these restrictions of any rule or regulation promulgated by the Board, shall be binding upon all
Unit Owners until the Developer has sold and conveyed all Units. Thereafter, in the event of
any dispute between Unit Owners as to the application of these restrictions or any rule or
regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing
to the Board specifying the dispute. The Board shall set a time, date and place for a hearing
within sixty (60) days thereafter, and give written notice to each party no less than three (3) days
in advance of the hearing deemed received upon mailing. The Board shall hear such evidence
on the dispute as the Board deems proper and render a written decision on the matter within
thirty (30) days after the hearing. No action at law may be instituted by either party to such a
dispute unless arbitration pursuant hereto has first been had.

Section 3. Architectural Control.

(a) Location of Structures: Extensions into Common Areas. All dwellings
in River West Plat One shall be erected wholly within the Unit lines and no closer to any of the
roadways than the buildings lines on the Units as shown on the Plat. If approved by the
Architectural Control Committee and subject to applicable laws and regulations, roof overhangs,
gutters, bay windows, chimneys, patios, open porches, decks, walkways, driveways and
shrubbery may extend into the Common Area immediately adjacent into dwellings that have
been erected wholly within the Unit lines. In addition, the Architectural Control Committee may
permit, subject to applicable laws and regulations, the owners of Units that have been improved
with residences having patios or decks to plant and maintain formal yards and plantings in the
Common Area adjacent to such patios or decks, provided however that (i) the area of such yard
and planting shall not exceed that which is reasonably necessary in the judgment of the
Architectural Control Committee, to aesthetically complement the adjacent residence; (ii) the yard
and plantings shall be installed and maintained in accordance with a landscape plan approved
by the Architectural Control Committee solely at the expense of the benefitted owner; and (iii)
the Association shall have the right without restitutio or recourse to terminate such usage and
remove any plantings if the owner does not replace such plantings as required and does not
maintain such lawns and plantings in first-class condition.

(b) Architectural Standards: Harmonious Plan. In requiring the submission
of detailed plans and specifications as herein set forth, Developer intends to assure the
development of River West Plat One as an architecturally harmonious, artistically desirable
residential subdivision following a common landscape theme, with individual residences to be
constructed in such architectural styles, of such materials, and such colors, and located in such
manner as to, in the judgment of the Architectural Control Committee, complement one another
and promote the harmony and desirability of River West Plat One as a whole. In approving or
withholding its approval of any plans and specifications, the Architectural Control Committee
shall have the right to consider the suitability of the proposed building or structure and of the
materials of which it is to be built to the building site upon which it is to be erected and the
appropriateness and harmony of the contemplated improvements in relation to improvements
on adjacent Units and in relation to the general plan for the development of River West Plat One
as well as the artistic and architectural merits of the proposed building or structure, its effect
on the view and outlook from neighboring Units, the extent to which its location and
configuration preserves the natural attributes, including the trees thereon, of the Unit, and such
other matters as may be deemed to be in the interest of the Unit Owners in River West Plat One
as a whole. Any determination made by the Architectural Control Committee, in good faith,
shall be binding on all parties in interest.
(c) Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, decks, patios, driveways, hedges, garages, basements, and other enclosures) to be constructed within River West Plat One shall be submitted for examination to the Architectural Control Committee and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any building, structure or improvement shall be constructed or placed upon any Unit and before any addition, change, or alteration may be made to any building or other structures situated on a Unit. The Architectural Control Committee shall approve, reject, or approve with modifications all submissions within twenty (20) days after submission of the plans and specifications required hereunder to the Architectural Control Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure, improvements or alteration, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or drafter and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof with its records. In approving plans and specifications, the Architectural Control Committee may require that the exposed surface of common walls be suitably finished by the Unit Owner thereof if construction of the Unit has not commenced within any reasonable time after completion of the common wall, as determined by the Architectural Control Committee.

(d) Construction in Violation of Approved Plan. 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 improvement or subsequent to the completion of construction, including any change in exterior colors or materials, without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

(e) Voting by Architectural Control Committee; Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the Committee, not less than two (2) days notice of a meeting shall be given each member in writing or by telephone at his/her residence. A majority of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the Owners of Units in River West Plat One, as further consideration for the conveyance to them of such Units, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in ownership of such Units, by their acceptance of the conveyance of such Units, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of
approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE II

OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been, or will be, formed to be and to serve as the owners' association for River West Plot One. Steven A. Green, member is presently the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Developer and the Unit Owners. Every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership in the transferee.

Section 3. Voting Rights. Prior to the Turnover Date, all voting power in the Association shall be vested in the Developer. From and after the Turnover Date, each Unit Owner, including the Developer, shall be entitled to one (1) vote for each Unit owned in fee simple. Where a vote is cast by one (1) of two (2) or more owners of any Unit, the Association shall not be obligated to look to the authority of the members casting the vote.

Section 4. Board of Directors. The Board initially shall be those three (3) persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Developer. The Developer shall continue to control the elections to the Board until the Turnover Date. From and after the Turnover Date, there shall be three (3) Directors elected by the Unit Owners, including the Developer as the Owner of any unsold Units. The terms of the three (3) Directors shall be staggered so that the terms of one-third of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three year terms.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and do all things, and exercise all rights provided by the Association Organizational Documents and permitted by Ohio Law that are not specifically reserved to Unit Owners, and assess and collect funds for the payment of all costs and expenses incurred in connection therewith.
ARTICLE III

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain, repair and replace the Common Areas, and other property owned by the Association, including and not limited to the following items located on Common Areas: all private streets, if any, fences, all improvements and landscaping in the Common Areas, all entry-way landscaping, the decorative improvements and subdivision signage located at the entry-way. Additionally, the Association may maintain the lawns and shrubs on the individual Units and may remove snow from the private driveways and walkways on each Unit, as well as the private streets, if any, within River West Plat One, to the extent deemed appropriate by the Board.

Section 2. Unit Owners' Responsibility. Each Unit Owner will keep the Villa on said Unit in a good state of repair and maintenance and will maintain the Villa and the exterior thereof in a neat and clean condition.

Section 3. Party Walls.

(a) General Rules Of Law To Apply. Each wall built as part of the original construction of the building on the Units and placed on the dividing line between the Units, and any wall replacing the same, shall constitute a “Party Wall”, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of Ohio law regarding Party Walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.

(b) Sharing Of Repair And Maintenance. The cost of repair and maintenance of a Party Wall shall be borne equally by the Unit Owners of the two Units which share such Party Wall. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failure to act of a Unit Owner, Occupant, or residents or invitees of only one Unit, whether or not there was negligence or a willful act, the Unit Owner of that Unit shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Unit Owner shall be settled by arbitration in accordance with the provisions of this Declaration.

(c) Construction And Repair. In all construction and repair work, due caution and care shall be taken not to damage the property of the other Unit Owners.

(d) Destruction By Fire Or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, then unless the Unit Owners decide in the manner provided in the sections of this Declaration dealing with destruction by fire or other casualty not to repair the structure, the Party Wall shall be repaired or replaced and the owners of the two (2) Units which share such party wall shall contribute equally to the cost of restoration thereof, without
prejudice, however, to the right of one of the Unit Owners to call for a larger contribution from
the other Unit Owner under the terms hereof or any rule of law regarding liability for negligent
or willful acts or omissions, or to the right of the party or parties restoring the same to
reimbursement from insurance.

c) Right To Contribution Runs With Land. The right of a Unit Owner to
contribution from another Unit Owner under this item shall be appurtenant to the land and shall
pass to each Unit Owner's successors in title.

ARTICLE IV

INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the
authority to and shall obtain insurance for all buildings, structures, fixtures and equipment and
common personal property, now or at any time hereafter constituting a part of the Common
Areas or common property of the Association, against loss or damage by fire, lightning, and
such other perils as are ordinarily insured against by standard coverage endorsements, with such
limits and coverage as is deemed appropriate by the Board. This insurance:

(a) shall provide that no assessment may be made against a first mortgage
lender, or its insurer or guarantor, and that any assessment under such policy made against
others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(b) shall be obtained from an insurance company authorized to write such
insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such
company has a financial rating of Class V, then such company must have a general policy
holder's rating of at least A, as determined by the then latest edition of Best's Insurance
Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that
insurer is reinsured by a company that has a B/VI or better rating:

(c) shall be written in the name of the Association;

(d) shall provide that the insurance carrier shall notify all first mortgage
holders named at least ten (10) days in advance of the effective date of any reduction in or
cancellation of the policy; and

(e) unless otherwise determined by the Board, shall contain a waiver of
subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit
Owners.

Section 2. Liability Insurance. The Association shall obtain and maintain a
comprehensive policy of general liability insurance covering all of the Common Areas, insuring
the Association and the Directors, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage lenders for projects similar in construction, location and use, and (b) $1,000,000, for bodily injury, including deaths of persons, and property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and also in connection with the maintenance of the lawns and shrubs on private Units, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least (10) days’ prior written notice to the Association and to each eligible holder of a mortgage on a Unit.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors’ and officers’ liability insurance, and such other insurance as the Board may determine.

Section 4. Unit Owner Insurance. Each Unit Owner shall obtain and at all times maintain insurance for the improvements on that Unit Owner’s Unit against loss or damage by fire, lightning and such other hazards as are ordinarily insured against in fair and extended coverage policies issued on residential dwellings in the area, in amounts at all times sufficient to prevent the Unit Owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provision, and not less than the actual replacement cost of such structure. This insurance:

(a) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VI or better, or in Class V, has a general policy holder’s rating of at least A, as determined by the then latest edition of Best’s Insurance Reports, or its successor guide;

(b) shall be written so as to designate that the Unit Owner of the attached Villa and their mortgagees as co-insured, as their interests may appear;

(c) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors and all Unit Owners; and

(d) shall provide that the owner of the other Unit attached to the Unit Owner’s Villa and, if requested, their mortgagees, shall receive no less than thirty (30) days written notice prior to cancellation, and the opportunity to cure default and to pay premiums.

Each Unit Owner shall provide the owners of the other Unit attached to the Unit Owner’s Unit with a memorandum copy or other reasonable evidence of the insurance policy so obtained, and evidence of premium payment. In the event any Unit Owner shall fail to obtain or maintain such insurance in effect, the Owner of the attached Unit may obtain the same, and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall
immediately upon payment thereof be due and owing by the owner of the Unit for which such insurance was obtained. Failure at any time of a Unit Owner to provide evidence of such insurance as required by this Paragraph shall be conclusive evidence that such insurance is not being maintained, and entitle such other Unit Owner to acquire the same.

ARTICLE V

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, in, over, upon and through all of the Units and Units to enable the Association to perform its obligations, rights and duties pursuant hereon with regard to maintenance, repair, and replacement of any Common Areas, utilities, or property owned by the Association or to be maintained by the Association. If this right is exercised, the Association agrees to return the Unit, Common Area, or Villa to the condition it was in immediately prior to the exercise of said right.

Section 3. Easements for Utilities. There is hereby created upon, over, through, and under all of the Units and Villas, easements designated for such easements on River West Plat One for the erection, construction, use, maintenance, repair, relocation and replacement of utility lines, poles, drains, pipes, and any other appliances, fixtures or equipment for the provision of utility service, (including cable television), to the Units or others. It shall be expressly permissible for the Developer and the Association to grant additional easements outside of the easement areas shown on the Plat, to the providing company, to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across, through, and under the Units, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Units. Should any utility company furnishing a service request a specific easement by separate recordable document, the Developer or the Board shall have the right to grant such easement without conflicting with the terms hereof.

In addition, a non-exclusive perpetual easement is hereby reserved to Developer, its successors, and assigns, for their benefit and the benefit of Unit Owners for pedestrian and vehicular access over roadways and footpaths within River West Plat One, for ingress and egress to and from the Units and a public street. Additionally, Developer, for itself and its successors and assigns, reserves the right to extend and tie into utility, water, and sewer lines in the Units and Common Areas, as permitted by public authority and the utility company involved, to
extend such lines into other Units, portions of Common Areas, other Units in River West Plat One or subsequent Plats.

Additionally, Developer reserves the right and easement for itself, its successors and assigns, to enter upon the Common Areas in order to install, maintain, repair, replace and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television and other utility or quasi-utility services to part or all of any additional property subject to this Declaration or adjacent property whether or not subject to this Declaration; to enter upon the Units or Common Areas to the extent necessary in order to construct residential units and/or other improvements on any additional property subject to this Declaration; and to use all streets and drives within the Common Areas for purposes of ingress and egress to such additional property.

Section 5. **Easement For Storm Sewer Line(s).** In addition to the foregoing, there is hereby specifically created upon, over and under all of the Units, a perpetual easement in, over, across and under the designated area and easement area delineated for storm sewer line(s) on River West Plat One and an adjacent property for the construction, installation, use, maintenance, repair, relocation and replacement of such lines, poles, drains, pipes and any other appurtenances, appliances, fixtures, or equipment for the provision of storm water utility service to the Units or others.

Section 6. **Easement For Electric Line(s).** In addition to the foregoing, there is hereby specifically created upon, over, through, and under all or a portion of the Units, a perpetual easement in, over, across, through and under the Villas, designated area, and any easement area delineated for electrical line(s) on River West Plat One and an adjacent property for the construction, installation, use, maintenance, repair, relocation and replacement of such lines and any other appurtenances, appliances, fixtures, or equipment for the provision of electric utility service to the Units or others.

Section 7. **Easement For Encroachments.** Each Unit shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer or other parties. A valid easement for said encroachments and for the maintenance of such encroaching improvements so long as such encroachment exists, shall and does exist. In the event a structure on a Unit is partially or totally destroyed, and then rebuilt, the Unit Owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 8. **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the President of the Association, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion.
of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE VI

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Developer, for each Unit, hereby covenants, and each Unit Owner, by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree, to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Elements: Apportionment; Due Dates.

(a) Annual Operating Assessments Prior to Turnover Date. The Annual Operating Assessment is established for the benefit and use of the Association and shall be used in covering all of the costs of the operation, maintenance, and repair of Common Areas, landscaping and other portions of the property that the Association is obligated to repair and maintain under this Declaration, and the performance of all other dues and obligations to be performed by the Association under this Declaration.

(i) Commencing on the date that a Unit is conveyed to a bona fide purchaser, then that Unit Owner shall pay monthly installments, or a portion thereof, of operating assessments in the amount of One Hundred and 00/100 Dollars ($100.00) per month, in advance, on or before the first day of each month until the Turnover Date.

(ii) Until such Turnover Date, the Developer shall not pay any assessments with respect to such Units owned by it or conveyed by it to persons related to its members or to entities in which either the corporation or one of its members owns an equity interest.

(iii) Until the Turnover Date, the Developer shall pay all expenses of the Association which exceed the amounts assessed to Owners of Units pursuant to subparagraphs (i) and (ii) of this Subsection 2 (a).

(b) Annual Operating Assessments After the Turnover Date.
(i) Promptly after the Turnover Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board shall estimate, and divide equally among the Units, the expenses of the Association consisting of the following:

(1) the estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;

(2) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

(3) the estimated next fiscal year's costs for utility services charged to or otherwise properly payable by the Association, including, without limitation, utility costs in connection with the operation of the private street lighting system;

(4) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

(5) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained, and

(6) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(ii) The Board shall thereupon allocate such expense equally among all Units, and thereby establish the annual operating assessment for each separate Unit.

(iii) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, or quarterly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month, from those who own the Unit an equal monthly pro rata share of the annual operating assessment for that Unit.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on an equal basis.
(v) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(c) **Special Assessments for Capital Improvements.**

(i) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on or constituting a part of the Common Areas and/or personal property to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners.

(ii) Any such assessment shall be divided equally among all Units, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(d) **Special Individual Unit Assessments.** The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of enforcement of covenants and restrictions against a particular Unit, or arbitration costs properly chargeable against such Unit Owner.) Any such assessment shall become due and payable on such date as the Board determines and gives written notice to the Unit Owners subject thereto.

Section 3. **Effective Date of Assessments.** Any assessment created pursuant hereunder shall be effective on the date determined by the Board. Written notice of the amount of any assessment shall be sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice shall be mailed or delivered to a Unit Owner's Villa unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the Board shall mail such notice to the last designated address. Failure to receive such notice, for whatever reason, shall not be a defense to the Unit Owner's obligations to pay such assessment.

Section 4. **Effect of Nonpayment of Assessment; Remedies of the Association.**

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may: (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii)
charge interest on the entire unpaid balance (or on an overdue installment, alone, if the Board has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; (iii) charge a reasonable, uniform late fee, as determined from time to time by the Board; and (iv) restrict services to the Unit and restrict use of the Association's Common Areas and of easements for the use thereof, by the Owners and Occupants of the Unit. Such services and use may be restricted until the assessments with respect to the Unit have been paid.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, an affidavit regarding the non-payment of Assessments and restriction of the use of easements appurtenant to the Unit and the availability of services to such Unit, may be filed with the Recorder of Lucas County, Ohio, pursuant to authorization given by the Board. The affidavit shall contain a description of the Unit for which Assessments are unpaid, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or another officer of the Association.

(d) Each such assessment, together with interest and costs shall also be the joint and several personal obligation of the Unit Owners who owned the Unit and the interest and costs shall not be the personal obligation of that Unit Owner or Unit Owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to any lien upon the Unit for non-payment of appurtenant to such Unit and restrict services to such Unit, or restrict the use of the Association's Common Areas by the Unit Owners and Occupants of the Unit, shall not be impaired or abridged by reason of the transfer.

Section 5. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which become due and payable prior to the time such holder or purchaser took title to that Unit, provided that the Association has been made a party to such action.

Section 6. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President, Treasurer, Secretary or other designated representative of the Association, setting forth whether the assessments on a specified
UNIT have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VIII

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of the Declaration (or the Articles of the Association) shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners Notwithstanding the foregoing:

(a) the consent of all Unit Owners shall be required for any amendment effecting a change in:

(i) the method of allocating liability for common expenses;

(ii) the number of votes in the Association pertaining to any Unit; or

(iii) the fundamental purposes to which the Common Areas are restricted;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Association;

(c) in any event, Developer reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Developer a power of attorney, which right and power is coupled with an interest in the title to the land and is irrevocable (except by Developer), for a period of five (5) years from the date of the filing of this Declaration, to amend the Association Organizational Documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee.

Section 2. Method of Amend. An amendment to this Declaration, adopted with the consents hereinafter provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was
duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Developer or a duly empowered successor Developer pursuant to authority granted it pursuant to this Declaration shall be duly executed by them with the same formalities as the execution of this Declaration and shall contain the certification of such signers that such amendment is made pursuant to authority vested in the Developer or any duly empowered successor Developer by this Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Lucas County, Ohio.

ARTICLE IX

ADDITION OF UNITS AND COMMON AREAS

Section 1. Reservation of Option to Amend to Add Units and Common Areas. Notwithstanding any provisions in this Declaration to the contrary, the Developer may amend this Declaration, without the consent of any other Unit Owner, mortgagee, or any other party, and in its absolute discretion, to subject additional Units and Common Areas in River West Plat One to the terms of this Declaration.

Section 2. Maximum Addition Time. Developer's option to subject additional Units and Common Areas to the terms of this Declaration shall expire and terminate at the end of ten (10) years from the date this Declaration is filed for record.

Section 3. Procedures for Addition. Additional Units and Common Areas may be subjected to the provisions of this Declaration by either (a) the filing for record by the Developer of an amendment to this Declaration, adding the Units and Common Areas to the definition of Units and Common Areas contained herein, or (b) the filing of similar covenants affecting such additional Units and Common Areas.

Section 4. Effects of Addition. Upon the addition of Units and/or Common Areas in the manner described in Section 3, above:

(a) the added Units and Common Areas shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if they had been included in the definition of Units and/or Common Areas contained herein.

(b) the Unit Owner or Unit Owners of the added Units shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, inured with the same rights, as all other members; and

(c) assessments shall be divided equally among all of the Units then subject to this Declaration; and
(d) in all other respects, all of the provisions of this Declaration shall include and apply to each additional Unit and/or Common Areas, and to the Unit Owners, mortgagees, and lessees thereof, with equal meaning and effect.

ARTICLE X

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the Property, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, Subdivision, and any Unit and the Association and the Developer and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, the Developer, the Association, and each Unit Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association Organizational Documents as now or hereafter imposed by or through the Association; rules and regulations. Failure by Developer, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Association Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted therein, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required.
to make the provisions hereof apply either to corporations, partnerships, limited liability
companies, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are
not part of the context hereof, but are merely labels to assist in locating the various provisions
hereof.

Section 6. Term. This Declaration shall be binding upon the Developer, the
Association, and all persons claiming under or through Developer or the Association until the
first day of July, 2024, at which time this Declaration shall be automatically extended for a
successive periods of ten (10) years.

Section 7. Developer's Rights Assignable. Interpretation of Restrictions. The
rights, privileges and powers granted by this Declaration to, and/or reserved by, Developer shall
be assignable at any time and shall inure to the benefit of the successors and assigns of
Developer, and such assignment by Developer shall be in writing and shall be recorded in the
office of the Recorder of Lucas County, Ohio. Developer shall have the right to enforce,
construct and interpret this Declaration and its construction and interpretation, made in good
faith, shall be final and binding as to all persons and property benefited by this Declaration.
Developer reserves the right to relinquish its power to construct, interpret and enforce this
Declaration by written instrument delivered to the Association whereupon all rights with respect
thereto shall thereafter be exercised by the Association and all obligations of Developer
hereunder shall terminate.

Section 8. Limitation of Warranties. By acceptance and recording of a deed to a
Unit in River West Plat One, each Unit Owner shall be deemed to have acknowledged and
agreed that there are no representations or warranties, by the Declaration to the Association or
any Unit Owner, or by the Association to any Unit Owner with respect to (a) the
merchantability, fitness, or suitability of the Units for the construction of residences or any other
purpose, (b) any improvements to or for the benefit of River West Plat One whether constructed
by or at the direction of Developer or under Developer's supervision, or (c) any other aspect or
feature of River West Plat One other than as expressly stated in writing (i) by the Developer to
the Unit Owner or (ii) in this Declaration, or (iii) in the Association Organizational Documents.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to
be executed in its behalf on this 1st day of December, 2003.
River West Toledo Ohio, Ltd., an Ohio limited liability company
By: Maria J. Court
Its: Member
Date: 12-1-03

Port Lawrence Title and Trust Company, Trustee
By: Fred C. Meyer
Its: Vice President
Date: 12/1/03

STATE OF OHIO
)
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 1st day
of December, 2003, by Fred C. Meyer, as Vice President of
Port Lawrence Title and Trust Company, a(n) Ohio corporation on behalf of the
Corporation.

JANICE HAMILTON
Notary Public, State of Ohio
Commission Expires 7-20-06

STATE OF OHIO
)
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 1st day
of December, 2003, by Maria J. Court, as Member of
River West Toledo Ohio, Ltd., an Ohio limited liability company, on behalf of the company.

JANICE HAMILTON
Notary Public, State of Ohio
Commission Expires 7-20-06

This instrument was prepared by:
Michelle S. Green, Esq.
Law Office of Michelle S. Green
1041 North Main Street
Suite 7B
Bowling Green, Ohio 43402
A Certified by Division with File Number FV 10-01-2004

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EXHIBIT A (Legal Description)

Parcel 1: A parcel of land comprising parts of the Kelsey Ten Acre Tract (so-called), parts of lots numbers 103, 104 and 105 in Oliver's Division, same being recorded in Volume 13 of Deeds, page 306, and part of the abandoned Swan Creek, all situated in the City of Toledo, Lucas County, Ohio, bounded and described as follows:
On the northwest by the southeasterly line of St. Clair Street; on the southwest by the northeasterly line of the premises conveyed to H.W. Koehler and Charles Koehler by deed dated March 30, 1898, recorded in Volume 200 of Deeds, page 389; on the southeast by the southeasterly line of said Lot Number 103, Oliver's Division and said southeast line extended northwesterly to the center line of the abandoned Swan Creek and on the east and northeast by the center line of the abandoned Swan Creek as said center line is defined in Tract Number 9 in deed from The Manchester Land Company to The Real Estate and Improvement Company of Baltimore City, dated July 12, 1944 and recorded in Volume 1142 of Deeds, page 298.

Parcel No. 18-71447

Parcel 2: That part of land lying between St. Clair Street and Summit Street and between Lafayette Street and the old Swan Creek centerline, City of Toledo, Lucas County, Ohio, described as follows:
Commencing at a point on the northerly line of Summit Street, 420 feet southeasterly of the intersection of the southerly line of Lafayette Street and the northwesterly line of Summit Street; thence southeasterly along the northwesterly line of Summit Street (said last course being South 33° 27' West), a distance of 228 feet; thence North 9° 40' West, a distance of 292.09 feet; thence North 10° 15' West, a distance of 113 feet to the southeasterly line of St. Clair Street (last mentioned course if extended to centerline of St. Clair Street would intersect said centerline 36.46 feet southerly from a stone monument in the center of said street); thence northeasterly along the southeasterly line of St. Clair Street, a distance of 53.94 feet, said last point being 283 feet northeasterly of the southerly line of Lafayette Street; thence southeasterly parallel to centerline of Lafayette Street, a distance of 124.15 feet; thence southeasterly parallel to centerline of Summit Street, a distance of 67 feet; thence southeasterly parallel to centerline of Lafayette Street, a distance of 73 feet; thence southeasterly parallel to centerline of Summit Street, a distance of 70 feet; thence southeasterly 50 feet to the place of beginning; excepting, however, therefrom a certain parcel of land comprising part of Lot Number 10 in Campbell, Morse and Griffith's Subdivision, and a part of Hemlock Street, now vacated, and a part of the abandoned bed of Swan Creek, in the City of Toledo, Lucas County, Ohio, the said parcel of land being more particularly bounded and described as follows:
BEGINNING at a point in the northwesterly line of Summit Street, (40 feet northeasterly of the center line of the said Summit Street), which point is distance southeasterly 544.67 feet from the southerly line of Lafayette Street, (33 feet southeasterly of the center line of the said Lafayette Street), thence northeasterly, along a line drawn normal to the said northwesterly line of Summit Street, a distance of 68.47 feet to a point in the center line of the said abandoned bed of Swan Creek; thence southerly, and in a direct line, along the said center line of the abandoned bed of Swan Creek, a distance of 123.96 feet to a point in the said northwesterly line of Summit Street; thence northeasterly, along the said
northwesterly line of Summit Street, a distance of 103.33 feet to the place of beginning;
containing .0812 of an acre of land, more or less.

Parcel No. 18-71529 (Part)

Parcel 2: Those parts of Lots Numbers 101 and 102 in Oliver's Division, same being
recorded in Volume 13 of Deeds, page 305, and that part of the abandoned bed of Swan
Creek all in the City of Toledo, Lucas County, Ohio, which are included within the following
described premises:
Commencing at a point of intersection of the northwesterly line of Lafayette Street, (33 feet southwesterly of
the center line of the said Lafayette Street) and the northwesterly line of Summit Street, (40 feet
northwesterly of the center line of the said Summit Street), thence southwesterly along the said northwesterly
line of Summit Street, a distance of 544.67 feet; thence Northwesterly, along a line drawn normal to the said
northwesterly line of Summit Street, a distance of 68.47 feet to a point in the center line of the said abandoned
bed of Swan Creek, which point is the POINT OF BEGINNING; thence northwesterly, continuing along the
last described course, a distance of 90.75 feet, more or less, to a point in the northwesterly line of the said Lot
102; thence northwesterly, along the said northwesterly line of Lot 102, and along the extension thereof, a
distance of 90.75 feet, more or less, to a point in the said center line of the abandoned bed of Swan Creek;
thence southerly and in a direct line, along the said center line of the abandoned bed of Swan Creek, a
distance of 105.10 feet, more or less, to the place of beginning; containing .0812 of an acre of land, more or
less.

Parcel No. 18-71529 (Part)