RUNNYMEDE MEADOW

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

ADOPTION OF "RUNNYMEDE MEADOW"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by INNSBROOK INVESTORS, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter, hereinafter referred to as "DEVELOPER", this 22nd day of March, 1979.

WITNESSETH THAT:

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

> Lots Numbers One (1) through Twenty-Three (23), both inclusive, in Runnymede Meadow Subdivision in Sylvania Township, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as "RUNNYMEDE MEADOW",

and

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

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

ARTICLE ONE

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

suffered to remain upon said premises.

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

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said Subdivision nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two, or more lots delineated on the recorded plat of Runnymede Meadow, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevations thereof, and the plans, specifications and details of said garage, including the driveway approach, the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans and specifications and details of said garage shall have been

lodged permanently with Developer, and nor garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all of the convenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. Not detached shed, garage, barn or any type of detrached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. Provided, however, Developer retains the right to grant approval for the erection of out buildings used incidental to recreational activities so long as plans for which are approved in writing by Developer as aforesaid.

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

SECTION 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said Subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary foundations and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having first been obtained therefor,

and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

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

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

SECTION 9. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those protions of the rear and sides of each lot, as shown on the plat of Runnymede Meadow designed as utility rights-of-way, for the constructions, operation and maintenance of electric lights, telephone, cable television systems, and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Runnymede Meadow, over or upon which easements nor the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

SECTION 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except for wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises be used in any way for any purpose what may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

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

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called) shall be parked, stored or suffered to remain upon said premises or in the streets within Runnymede Meadow unless parked or stored within a garage on said premises and out of view.

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

SECTION 14. All dwelling shall be equipped with a "rustic cedar" mailbox (so-called) approved by The United States Postal Service. Furthermore, each Builder of dwellings on any lots in Runnymede Meadow, shall comply with the site grading plan prescribed by the Lucas County Ohio Engineer. Said Lucas County Ohio Engineer may determine that certain lots may require retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County Ohio Engineer and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slope along the public road rights-of-way.

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

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

SECTION 17. Developer reserves the right to install decorative fencing over a four (4) foot wide strip of land along each lot adjoining public rights-of-way. Developer shall not be compelled to install such decorative fencing. If it so elects to install fencing on all or any part of said lots, once installed, such fence shall become the property of the owner of said lot. Thereafter it shall be

the lot owners responsibility to maintain said decorative fencing in substantially the same condition as when the fencing is originally istalled. Such fencing shall be constructed of masonry and/or wood and/or shrubbery or other vegetation or any combination thereof in the sole discretion of Developer. In addition, Developer retains the right to install decorative entrance structures into the Subdivision. The design and materials used in constructing said decorative entrance structures shall be determined by Developer in its sole discretion. The location of such decorative entrance structures shall be the southeast corners of lots numbers one (1), eleven (11), nineteen (19), and twenty-three (23) and the southwest corners of lots numbers one (1), eighteen (18) and twenty (20) and the northeast corner of lot number twelve (12). Decorative entrance structures may be constructed by Developer on all or any portion of the above mentioned lots and each decorative entrance structure shall not exceed one hundred (100) square feet of ground area. Once constructed, maintenance of said decorative entrance structures shall be the sole responsibility of each lot owner upon which a decorative entrance structure is located. Said lot owner shall maintain said decorative entrance structure in substantially the same condition as when the decorative entrance structure was originally constructed.

SECTION 18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers, entirely within the garage, basement or in the rear of at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Developer.

SECTION 19. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, convenants, and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may

be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, convenants, and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescense in or consent to any continuing further or succeeding breach or violation thereof , and Developer shall at any and all times have the right to enforce the same.

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

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

SECTION 22. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by persons authorized to sign deeds on behalf of Developer, or its assigns.

ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of not less than fifteen (15) dwellings in said Runnymede Meadow, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the"Runnymede Meadow Property Owners Association"or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Developer shall be

entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Until such Association is formed, Developer shall retain all the rights, privileges and powers as are herein provided.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

SECTION 3. Developer by an instrument in writing, in the nature of an assignment, shall vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

SECTION 1. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights, and powers of Developer, created or reserved by this Declaration of Restrictions or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer or its successors or assigns, or the Association, the right (a) to enter upon

the land upon which or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors and/or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

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

SECTION 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

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

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

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

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

IN WITNESS WHEREOF, Innsbrook Investors, a General Partnership has caused this Declaration to be signed by Robert C. Verbon and Thomas L. Schlachter, being all of the Partners of said Innsbrook Investors, a General Partnership on the day and year first above written.

INNSBROOK INVESTORS, a General Partnership

2 Witnesses

by: _____
Robert C. Verbon, Partner

by: _____
Thomas L. Schlachter, Partner

Acknowledged March __, 1979 in Lucas County, Ohio by Robert C. Verbon and Thomas L. Schlachter, being all of the Partners of Innsbrook Investors, a General Partnership before a Notary Public State of Ohio (Seal).

Acknowledged March 22, 1979 by Joel P. Epstein, Vice-President of the Toledo Trust Company before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 22, 1979 at 2:31 P.M. in Mortgage Record 79-269C07, Lucas County, Ohio Records.

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ASSIGNMENT

WHEREAS, by instrument dated March 22, 1979, filed for record March 22, 1979 at 2:31 p.m. and recorded as 79-269C07, Innsbrook Investors. a General Partnership composed of Thomas L. Schlachter and Robert C. Verbon, as "DEVELOPER", entered into an "ADOPTION OF RUNNYMEDE MEADOW AND DECLARATION OF RESTRICTIONS THEREFOR" applicable to the following described real estate:

Lots Numbers One (1) through Twenty-Three (23), both inclusive in Runnymede Meadow, a Subdivision in Sylvania Township, Lucas County, Ohio.

(Said Declaration of Restrictions through inadvertence indicate that said real estate is located in the City of Toledo, but in fact said real estate is located in Sylvania Township, Lucas County, Ohio), and

WHEREAS, said real estate has been purchased by Runnymede Meadow Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, and

WHEREAS, Innsbrook Investors wishes to assign its rights under the aforementioned document to Runnymede Meadow Investors.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, Innsbrook Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, hereby sells, assigns, transfers and sets over unto Runnymede Meadow Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, all of the rights and obligations contained in the aforementioned Adoption of Runnymede Meadow and Declaration of Restrictions Therefor, and hereafter Runnymede Meadow Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, shall be vested with all powers, rights, duties and obligations of the "DEVELOPER" contained therein.

Innsbrook Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon further certifies its acknowledgement, which through inadvertence was undated in the original instrument, was taken on March 22, 1979.

IN WITNESS WHEREOF, Innsbrook Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, has hereunto set its hand this 28th day of March, 1979.

WITNESSES:

Martin T. Dan

Janice Hinson

INNSBROOK INVESTORS, a Partnership

by: Thomas L. Schlachter

Thomas L. Schlachter, Partner

by: Robert C. Verbon

Robert C. Verbon, Partner

79 299D02

STATE OF OHIO }
COUNTY OF LUCAS } SS:

Be it Remembered, that on the 28th day of March, 1979, before me the subscriber a Notary Public in and for said County, personally appeared the above-named Thomas L. Schlachter and Robert C. Verbon, being all of the Partners of Innsbrook Investors, a General Partnership, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the voluntary act and deed of the said Innsbrook Investors, a General Partnership.

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

Martin P. Dow
Martin P. Dow, Attorney at Law,
Notary Public, State of Ohio,
Permanent Commission

ACCEPTANCE

The undersigned, Runnymede Meadow Investors, a Partnership, hereby accepts the foregoing Assignment and hereafter Runnymede Meadow Investors shall be considered the "DEVELOPER" as if it originally executed the aforementioned "ADOPTION OF RUNNYMEDE MEADOW AND DECLARATION OF RESTRICTIONS THEREFOR".

WITNESSES:

Martin P. Dow

Janice Howe

RUNNYMEDE MEADOW INVESTORS, a Partnership

by: Thomas L. Schlachter
Thomas L. Schlachter, Partner

by: Robert C. Verbon
Robert C. Verbon, Partner

STATE OF OHIO }
COUNTY OF LUCAS } SS:

Be it Remembered, that on the 28th day of March, 1979, before me the subscriber a Notary Public in and for said County, personally appeared the above-named Thomas L. Schlachter and Robert C. Verbon, being all of the Partners of Runnymede Meadow Investors, a Partnership, who acknowledged that they did sign the foregoing Acceptance and that the same is their free act and deed and the voluntary act and deed of the said Runnymede Meadow Investors, a Partnership.

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

Martin P. Dow
Martin P. Dow, Attorney at Law,
Notary Public, State of Ohio,
Permanent Commission

— 79 299D03 —

RECEIVED & RECORDED
MAR 30 1979 10:12 pm
SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

6 00

- 79 299D04 -

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ASSIGNMENT

WHEREAS, by instrument dated March 22, 1979, filed for record March 22, 1979 at 2:31 p.m. and recorded as 79-269-C07, Innsbrook Investors, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter, adopted certain Restrictions with regard to all the lots in Runnymede Meadow, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, by instrument dated March 28, 1979, filed for record March 30, 1979 at 10:12 a.m. and recorded as 79-299-D02 Innsbrook Investors, a General Partnership assigned all of its rights under the aforementioned Adoption of Runnymede Meadow And Declaration of Restrictions Therefor to Runnymede Meadow Investors, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter, and

WHEREAS, Innsbrook Investors, a General Partnership subsequently regained title to all of the lots in Runnymede Meadow, a Subdivision in Sylvania Township, Lucas County, Ohio, but never received a reassignment of the rights under the aforementioned Adoption of Runnymede Meadow And Declaration of Restrictions Therefor, and

WHEREAS, Innsbrook Investors, a General Partnership is now selling the following lots in Runnymede Meadow to Richard G. Moses:

> Lots Numbers One (1), Twelve (12), Thirteen (13), Fourteen (14), Eighteen (18), Nineteen (19), Twenty-One (21), Twenty-Two (22) and Twenty-Three (23) all in Runnymede Meadow, a Subdivision in Sylvania Township, Lucas County, Ohio.

and

WHEREAS, it is the intention of all the parties that all rights under the Adoption of Runnymede Meadow And Declaration of Restrictions Therefor be vested in Richard G. Moses.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, Innsbrook Investors, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter, and Runnymede Meadow Investors, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter, hereby sell, assign, transfer and set over unto Richard G. Moses, all of their rights, and obligations contained in the aforementioned Adoption of Runnymede Meadow And Declaration of Restrictions Therefor dated March 22, 1979 and recorded as 79-269-C07, and hereafter Richard G. Moses shall be vested with all powers, rights, duties and obligations of the "DEVELOPER" contained therein.

IN WITNESS WHEREOF, Innsbrook Investors, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter and Runnymede Meadow Investors, a General

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Partnership composed of Robert C. Verbon and Thomas L. Schlachter have hereunto set their hands this 1st day of August, 1984.

WITNESSES AS TO INNSBROOK INVESTORS:

INNSBROOK INVESTORS, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter

by: Robert C. Verbon
Robert C. Verbon, Partner

by: Thomas L. Schlachter
Thomas L. Schlachter, Partner

WITNESSES AS TO RUNNYMEDE MEADOW INVESTORS:

RUNNYMEDE MEADOW INVESTORS, a General Partnership composed of Robert C. Verbon and Thomas L. Schlachter

by: Robert C. Verbon
Robert C. Verbon, Partner

by: Thomas L. Schlachter
Thomas L. Schlachter, Partner

STATE OF OHIO, COUNTY OF LUCAS, SS:

Be it Remembered, that on the 1st day of August, 1984, before me the subscriber a Notary Public in and for said County, personally appeared the above-named Robert C. Verbon and Thomas L. Schlachter, being all of the Partners of Innsbrook Investors, a General Partnership, who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed and the voluntary act and deed of the said Innsbrook Investors, a General Partnership.

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

NOTARY PUBLIC

KAREN L. CARPENTER
Notary Public, State of Ohio
My Commission Expires [illegible] 21, 1989

STATE OF OHIO, COUNTY OF LUCAS, SS:

Be it Remembered, that on the 1st day of August, 1984, before me the subscriber a Notary Public in and for said County, personally appeared the above-named Robert C. Verbon and Thomas L. Schlachter, being all of the Partners of Runnymede Meadow Investors, a General Partnership, who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed and the voluntary act and deed of the said Runnymede Meadow Investors, a General Partnership.

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

NOTARY PUBLIC

KAREN L. CARPENTER
Notary Public, State of Ohio
My Commission Expires [illegible] 21, 1989

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ACCEPTANCE

The undersigned, Richard G. Moses, hereby accepts the foregoing Assignment and hereafter Richard G. Moses shall be considered the "DEVELOPER" as if he originally executed the aforementioned "ADOPTION OF RUNNYMEDE MEADOW AND DECLARATION OF RESTRICTIONS THEREFOR".

WITNESSES AS TO RICHARD G. MOSES:

Richard G. Moses

STATE OF OHIO, COUNTY OF LUCAS, SS:

Be it Remembered, that on the 1st day of August, 1984, before me the subscriber a Notary Public in and for said County, personally appeared the above-named Richard G. Moses who acknowledged that he did sign the foregoing Acceptance and that the same is his free act and deed.

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

NOTARY PUBLIC

KAREN L. CARPENTER
Notary Public, State of Ohio
My Commission Expires July 21, 1989

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02, MICROFICHE NO. 79-004E06, FILED 3/28/79
SANDY ISENBERG, RECORDER, BY

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02, ~~MICROFICHE NO.~~ Vol 11 p 96, FILED 7/26/76
SANDY ISENBERG, RECORDER, BY

REF

RECEIVED & RECORDED
NOV 28 1984 11 02 am
SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

12.00
Toledo Trust Bkg

This instrument prepared by:

Thomas L. Schlachter, Attorney
237 N. Michigan Street
Toledo, Ohio 43624

84 1400B03

WHEREAS, by instrument dated March 22, 1979, filed for record March 22, 1979 at 2:31 p.m. and recorded as 79-269C07, Innsbrook Investors, a General Partnership composed of Thomas L. Schlachter and Robert C. Verbon, as "DEVELOPER", entered into an "ADOPTION OF RUNNYMEDE MEADOW AND DECLARATION OF RESTRICTIONS THEREFOR" applicable to the following described real estate:

> Lots Numbers One (1) through Twenty-Three (23), both inclusive in Runnymede Meadow, a Subdivision in Sylvania Township, Lucas County, Ohio.

(Said Declaration of Restrictions through inadvertence indicate that said real estate is located in the City of Toledo, but in fact said real estate is located in Sylvania Township, Lucas County, Ohio), and

WHEREAS, said real estate has been purchased by Runnymede Meadow Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, and

WHEREAS, Innsbrook Investors wishes to assign its rights under the aforementioned document to Runnymede Meadow Investors.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, Innsbrook Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, hereby sells, assigns, transfers and sets over unto Runnymede Meadow Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, all of the rights and obligations contained in the aforementioned Adoption of Runnymede Meadow and Declaration of Restrictions Therefor, and hereafter Runnymede Meadow Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, shall be vested with all powers, rights, duties and obligations of the "DEVELOPER" contained therein.

Innsbrook Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon further certifies its acknowledgement, which through inadvertence was undated in the original instrument, was taken on March 22, 1979.

IN WITNESS WHEREOF, Innsbrook Investors, a Partnership composed of Thomas L. Schlachter and Robert C. Verbon, has hereunto set its hand this 28th day of March, 1979.

WITNESSES:

Martin P. Dow

Janice Hrman

INNSBROOK INVESTORS, a Partnership

by: Thomas L. Schlachter
Thomas L. Schlachter, Partner

by: Robert C. Verbon
Robert C. Verbon, Partner

COUNTY OF LUCAS)

Be it Remembered, that on the 28th day of March, 1979, before me the subscriber a Notary Public in and for said County, personally appeared the above-named Thomas L. Schlachter and Robert C. Verbon, being all of the Partners of Innsbrook Investors, a General Partnership, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the voluntary act and deed of the said Innsbrook Investors, a General Partnership.

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

Martin P. Dow

Martin P. Dow, Attorney at Law,
Notary Public, State of Ohio,
Permanent Commission