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.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HUERNER DEVELOPMENT CO., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Toledo, County of Lucas, State of Ohio, which is more particularly described as:

Lots numbered 27 thru 52 both inclusive in SUNNINGDALE WOODS, PLAT 2, A SUBDIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO, and lots numbered 53 thru 101 both inclusive in SUNNINGDALE WOODS, PLAT 3, A SUBDIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO,

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that all Properties as defined in ARTICLE I, Section 2 hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof; and further, the same shall be incorporated by reference in all deeds conveying interests in Sunningdale Woods Plats 2 & 3.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SUNNINGDALE WOODS ASSOCIATION, its successors and assigns.
Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to HUEBNER DEVELOPMENT CO., its successors and assigns.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of the Sunningdale Woods Association, its successors or assigns.

Section 9. "Common Area Access Basement" shall mean and refer to those areas designated as such on the recorded plats of Sunningdale Woods, Plat 2 and Sunningdale Woods, Plat 3 to be used for purposes of ingress and egress for the proper usage, maintenance and enjoyment of said Common Areas.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of 2/3 of the Class A members and 2/3 of the Class B members,
as defined in Article IV herein, if any, at a meeting duly called for this purpose, written notice of which shall be mailed to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast 60% of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that 2/3 of the Class A membership or 2/3 of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If prior to November 1st 1973, the Declarant should develop additional lands contiguous to SUNNINGDALE WOODS, PLATS 2 and 3, such additional lands may be annexed to said Properties without the assent of the Class A members.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, 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 nor shall it include a Builder or Building Company holding an interest while in the process of building a house on speculation or holding the same unoccupied house for sale after completion. No Owner shall have more than one membership.
Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B member(s) shall be entitled to 3 votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On October 15th, 1972.

ARTICLE V
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) the right of the Association to limit the number of guests of members;
(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 180 days for an infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency for park purposes. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast 2/3 of the votes of the Class A membership and 2/3 of the votes of the Class B membership, if any, had been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and

(f) the right of the Declarant, its successors or assigns, to grant easements or right of ways over, under and upon any part of the Common Area known as Lot #52 SUNNINGDALE WOODS, PLAT 2 and lots numbered 100 and 101 in SUNNINGDALE WOODS, PLAT 3 and over and upon and under any part of the common area access easements as shown on the Plats of SUNNINGDALE WOODS, PLATS 2 and 3.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, excepting taxes and assessments, prior to the conveyance of the first Lot, subject to the Declarant's right to grant easements and right of ways.
ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney’s fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used primarily for the payment of taxes and assessments, improvement and maintenance of the Common Area and access easements thereto and secondarily for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be $120.00 per Lot.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year, by the Board of Directors, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula for the next succeeding 3 years and at the end of each such period of 3 years, for each succeeding period of 3 years, by a vote of the members, provided that any such change shall have the assent of 2/3 of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled
to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each individual Lot on the first day of the month following the conveyance of said individual Lot by the Declarant to a purchaser with the exception of Lots conveyed to a Builder or Building Company building houses for sale, in which case said assessments shall commence the first day of the month following occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of
delinquency at the rate of 8% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or without limiting any other means of recovery available to the Association, may enforce the same by the filing of a lien against the Lot by affidavit signed by a majority of the Board of Directors. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) all properties dedicated to and accepted by a local public authority;

(b) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Ohio. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII
COMMON AREA

On the plats of Sunningdale Woods Plats 2 and 3, an easement is reserved for inspection and maintenance of the Common Areas and Common Area Access Easements and an assessment is authorized against all lots as provided for herein to pay the cost of such maintenance.
Such assessment shall be levied by the Sunningdale Woods
Association as provided in Article VI of these restrictions and
such Association shall be responsible to maintain the Common Area and
Common Area Access Easements in an attractive and nuisance free
condition. It shall be the responsibility of the lot owners subject
to assessment through the Board of Directors of the Association to
levy the assessment and maintain the Common Areas and Common Area
Access Easements.

Maintenance shall include but is not limited to providing
for the regular cutting and trimming of grass, weeds and other vegetation in accordance with accepted park standards of the City of Toledo.
And further, including the keeping of the said common area and common area access easements free of debris. In the event any improvements of a temporary or permanent nature are erected or caused to be placed in the common area or Common Area Access Easements the same shall be maintained and kept in a state of good repair. In the event of the failure of the Association to carry out the requirements herein provided, then any public authority charged with enforcement of health laws or regulations shall have the right to cause the aforesaid requirements to be fully performed, and the cost thereof shall be paid from the assessments hereinbefore provided for.

It is further provided that all provisions herein pertaining
to the common area and common area access easements shall not be subject
to the provisions set forth in Article X, Section 3, but shall remain
in full force and effect as originally drawn and not subject to annul-
ment, change or modification until 20 years from date hereof, except
with the written approval and consent of the Platting Commissioner of
the City of Toledo, the Commissioner of Parks of the City of Toledo
and the Law Department of the City of Toledo.
ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, swimming pool fence, hedge, sign, wall grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said Lot, or to the buildings located on said Lot until the plans and specifications of said improvement or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme and location of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook, from the adjacent or neighboring property.

Section 2. Architectural Control Committee. Said Architectural Control Committee shall be composed of D. G. Huebner and J. R. Perry, their successors or assigns, until such time as all of the lots have been conveyed by the Declarant. At that time said Committee shall be composed of D. G. Huebner and J. R. Perry and three members of the
Association. In the event of the death or resignation of any of the existing members of said Committee, the Board of Directors shall appoint a successor. The appointment of a member of said Architectural Control Committee shall become effective with the recording of said appointment with the Lucas County Recorder.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of the HUEBNER DEVELOPMENT CO., its successors or assigns, Toledo, Ohio. The Committee shall approve or disapprove said Plan and Specifications in writing within 30 days from date of their submission.

ARTICLE IX

USE RESTRICTIONS

(a) No trailer, boat, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portions of SUNNINGDALE WOODS as a residence either temporarily or permanently.

(b) No boats, trucks, or trailers shall be stored outside or parked in the yards or on the driveways of any of said lots in this Subdivision.

(c) No trade, business profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on, or conducted thereon, except as permitted by zoning ordinances of the governing authorities of the political subdivision encompassing this Subdivision.

(d) The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling, is expressly prohibited.

(e) No outside TV antenna may be installed or erected without the written permission of the HUEBNER DEVELOPMENT CO.

(f) Detached garages will be allowed only on lot #51 and lots #53 thru #68, both inclusive.

(g) All garbage cans shall be kept in the garage, placed underground, or shall be so placed as not to be visible from the street.

(h) House grades and lot grading shall be set in accordance with the Master Grading Plan of SUNNINGDALE WOODS, PLATS 2 and 3, as on file in the Office of the Declarant. Any variance from this grading
plan shall be a violation of these restrictions and the Declarant may at its option, remedy any deficiency at the expense of the owner of the lot where such deficiency exists.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and be entitled to reimbursement from the violator for all expenses incurred both direct and indirect in any proceedings for enforcement of the same. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of 10 years. Subject to the limitations and restrictions as set forth in ARTICLE VII herein, the covenants and restrictions of this Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be properly recorded with the Lucas County Recorder.
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 11th day of November, 1968.

Signed by HUEBNER DEVELOPMENT CO., Declarant, by D. G. Huebner, its President and J. R. Perry, its Secretary.

Two witnesses.

Acknowledged November 11th 1968 by said company, by said officers, by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Approved by Platting Commissioner of the City of Toledo, Commissioner of Parks of the City of Toledo, and Law Department of City of Toledo.

Received for record November 15th 1968 at 4:01 P.M., and recorded in Volume 2269 of Mortgages, page 362.
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and
Restrictions of the Sunningdale Woods Association, Article VIII,
Section 2, Architectural Control Committee, the Board of Directors
of Sunningdale Woods Association met on the 25th day of May,
1982, to appoint the following persons to the Architectural Control
Committee as provided by Section 2 of the Declaration of Covenants,
Conditions and Restrictions:

Richard Bell
Burrel F. Miller
Oren K. Beacon, Jr.
Richard V. Kehmann
Larry Maher
Marlene Bodette

Further, all plans and specifications required to be approved
or disapproved by these covenants shall be submitted to the Architec-
tural Control Committee at 6026 Tetherwood, Toledo, Ohio 43613. The
Committee shall approve or disapprove said plans and specifications
in writing within thirty (30) days from date of their submission.

In the presence of:

SUNNINGDALE WOODS ASSOCIATION

BY: Burrel F. Miller, Director

BY: Oren K. Beacon, Jr., Director

BY: Richard V. Kehmann, Director

BY: Larry Maher, Director

BY: Marlene Bodette, Director

BY: Don C. Collums, Director

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this
25th day of May, 1982, by Burrel F. Miller, Oren K.
Beacon, Jr., Richard V. Kehmann, Larry Maher, Marlene Bodette and
Don C. Collums as Directors of Sunningdale Woods Association.

Edward A. Knepker, Notary Public
RECEIVED & RECORDED

This instrument prepared by:

Edward A. Kemper
Attorney at Law

KEMPER BOX

RECEIVED
JUN.-4 1982
SANDY HENKINS
RECORDED, LUCAS COUNTY, OHIO 82 356303
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and Restrictions of the Sunningdale Woods Association, Article VIII, Section 2, Architectural Control Committee, the Board of Directors of Sunningdale Woods Association met on the 7th day of March, 1983, to appoint the following persons to the Architectural Control Committee as provided by Section 2 of the Declaration of Covenants, Conditions and Restrictions:

Larry Maher
Richard Bell
Michael Helvey
Paul R. Rang
Richard P. Erdmann
Marlene Bodette

Further, all plans and specifications required to be approved or disapproved by these covenants shall be submitted to the Architectural Control Committee at 6022 Tetherwood, Toledo, Ohio 43613. The Committee shall approve or disapprove said plans and specifications in writing within thirty (30) days from date of their submission.

In the presence of:

SUNNINGDALE WOODS ASSOCIATION

BY: Larry Maher
BY: Michael Helvey
BY: Paul R. Rang
BY: Marlene Bodette
BY: Don Collum

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this day of March, 1983, by Larry Maher; Michael Helvey; Richard P. Erdmann; Paul R. Rang; Marlene Bodette and Don Collum as Directors of Sunningdale Woods Association.

This instrument prepared by:
Edward A. Kemper
Attorney at Law

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83.175302
AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUNNINGDALE WOODS ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and
Restrictions of the Sunningdale Woods Association, Article VIII, Section 2,
Architectural Control Committee, the Board of Directors of Sunningdale
Woods Association met on the 31st day of March 1985, to
appoint the following persons to the Architectural Control Committee as
provided by Section 2 of the Declaration of Covenants, Conditions and
Restrictions:

Michael J. Helvey
Paul R. Rang
Gregory L. Arnold
Thomas Davis
Richard Bell
Don Gates

Further, all plans and specifications required to be approved
or disapproved by these covenants shall be submitted to the Architectural
Control Committee at 6092 Saddlewood, Toledo, Ohio 43613. The Committee
shall approve or disapprove said plans and specifications in writing
within thirty (30) days from date of their submission.

In the presence of:

BY: SUNNINGDALE WOODS ASSOCIATION
BY: Michael J. Helvey
BY: Paul R. Rang
BY: Gregory L. Arnold
BY: Thomas Davis
BY: Richard Bell
BY: Don Gates

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 31st
day of March 1985, by Michael J. Helvey, Paul R. Rang, Gregory L.
Arnold, Thomas Davis, Richard Bell and Don Gates as Directors of Sunningdale
Woods Association.

Notary Public, State of Ohio

RECEIVED & RECORDED
APR 04 1985 2:12 pm
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO