TALMADGE WOODS

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.

133 p 1 TALMADGE WOODS

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DECLARATION OF RESTRICTIONS

FOR

TALMADGE WOODS SUBDIVISION

CITY OF TOLEDO, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by MCCARTHY BUILDERS, INC., an Ohio corporation, hereinafter called "Developer", and THE TALMADGE WOODS HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in Talmadge Woods, a Subdivision in the City of Toledo, Lucas County, Ohio as shown on the recorded plat of same ("plat") recorded at Volume 133, Page 1, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "Talmadge Woods"), platted on the real property described on Exhibit "A" attached hereto; and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots in Talmadge Woods subdivision; and

WHEREAS, Association is the record owner of all that portion of Talmadge Woods subdivision designated as Private Common Area Lots "A", "B", "C" and "D" (sometimes collectively "Common Areas") on the plat including any portions thereof shown to be used for roadway and utility purposes, as well as recreational, drainage and open space purposes; and

WHEREAS, Talmadge Woods is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the City of Toledo, Lucas County, Ohio.

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

RESTRICTIONS

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

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2008, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2008, or may be amended or terminated after January 1, 2008,

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by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefitted by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

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

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined), or the owner of any residential lot in Talmadge Woods shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

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

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

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

RESIDENTIAL LOTS

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single-family dwellings or two-family dwellings purposes, together with the usual accessory uses pertaining thereto such as private or storage garages. Group homes are specifically deemed not to be "single or two-family" purposes.

The twenty-four (24) residential lots located as shown on the plat (sometimes "lots" herein) shall be residential lots and the remainder of the real estate included in the subdivision designated as Common Areas shall, except as otherwise provided for herein, be used exclusively for roadway, drainage and/or utility and open space purposes as shown on the plat.

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Each single-family residential lot as shown on the plat for Talmadge Woods shall contain at least two thousand nine hundred seventy-five (2,975) square feet. Each two (2) family residential site, as defined below, shall contain at least five thousand nine hundred fifty (5,950) square feet or at least two thousand nine hundred seventy-five (2,975) square feet per lot.

Although all twenty-four (24) lots in the subdivision can be characterized as single-family sites, the Developer intends to develop the lots in pairs of adjoining lots. Therefore, Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 19 and 20, 21 and 22 and 23 and 24, shall each be designated as two-family residential sites. On each such pair of adjoining lots comprising a two-family residential site there may therefore be constructed either two (2) residential structures, each being a single-family dwelling, or in the alternative, one (1) residential structure which shall be either a single family dwelling or a two (2) family dwelling occupying both lots comprising such two (2) family residential site.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways (which shall all be asphalt), landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the architectural control committee (hereinafter sometimes called "committee").

Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

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

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

If approved by the committee and the Association, patios, open porches, decks, walkways, privacy screens and shrubbery which service a particular dwelling may extend into any portion of the Private Common Area Lots "B", "C" and "D" located immediately adjacent to and behind said dwelling.

The maximum height of all new residential dwellings erected within the subdivision shall be thirty five (35) feet. The minimum square footage of all new residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand two hundred (1,200.00) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Talmadge Woods as an architecturally harmonious artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans. Such master plan for landscaping shall be filed with

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the Association. Fences shall not be permitted within any of the Common Areas.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials. Included within such established theme are conditions that the exterior front gables of all structures within the subdivision must be brick, with any remaining exterior covered by vinyl siding, except for garage doors which shall be wood-framed and which shall be steel in composition.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest.

The committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

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

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

THE TALMADGE WOODS HOMEOWNERS' ASSOCIATION

All owners of residential lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each lot shall be entitled to one (1) vote in all

Association matters regardless of the number of owners of any particular lot.

Each member of the Association, in common with all other members as owners of residential lots in the subdivision and in the Talmadge Woods subdivision, shall have the right to use the Common Areas in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses including the perpetual non-exclusive easement together with other lot owners to the use and enjoyment of Private Common Lot Area "A" and for pedestrian and vehicular ingress and egress to and from each residential lot.

All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the committee has approved the extension into any portion thereof immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, privacy screens and shrubbery as herein previously provided.

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

ASSESSMENTS

For the calendar year 1994 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

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

Commencing in 1994, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

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

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

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

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas, including but not limited to, the watering of all landscaping and the maintenance of all lighting facilities (including

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street lights) placed thereon. In addition, the Association shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on the lots pursuant to a separate meter or meters for same. If so entrusted with such responsibilities, or any other maintenance responsibilities for property in the Talmadge Woods subdivision other than Common Areas (such as all landscaping throughout the Subdivision), the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

USE AND ACTIVITIES

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

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

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap ion, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon ny such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

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No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems which will be tied into a separate meter located on the Common Areas and operated and maintained by the Association. The Association shall therefor determine how often and when the lots are watered or sprinkled.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the committee or Association.

DEVELOPER RESERVATION OF RIGHTS AND GRANT OF COMMON WALL EASEMENTS

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

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

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

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

Developer also hereby reserves and creates for the benefit of all adjoining lot owners perpetual exclusive easements on the common boundary between all adjoining lots upon which any adjoining residences are constructed or placed for the sole purpose of permitting the placement thereupon of a common wall between said adjoining residences together with the additional right of easement to have, if necessary, de minimis building encroachments (not more than six (6) inches) upon and under each of said adjoining lots in connection with the placement of said common walls.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth

whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the Common Areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 1994, Developer shall maintain all Common Areas in the subdivision as herein required and guarantee to all lot owners that the annual assessment herein provided per lot shall not exceed for said calendar year of 1994 the sum of Six Hundred Dollars ($600.00). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, McCarthy Builders, Inc., an Ohio corporation, and The Talmadge Woods Homeowners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 15th day of December, 1993.

WITNESSES:

Jerome R Parker

Denise Wells

MCCARTHY BUILDERS, INC.,
an Ohio corporation

By: Brian McCarthy
Brian McCarthy, President

Jerome R Parker

Denise Wells

THE TALMADGE WOODS
HOMEOWNERS' ASSOCIATION,
INC., an Ohio non-profit corporation

By: Brian McCarthy
Brian McCarthy, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by Brian McCarthy, the President of McCarthy Builders, Inc., an Ohio corporation, on behalf of said corporation.

Jerome R Parker
Notary Public

Jerome R. Parker, Attorney at Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Section 147.03 O.R.C.

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December 10, 1993
RESTRICT/JRPMISC2

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by Brian McCarthy, the President of The Talmadge Woods Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Jerome R. Parker
Notary Public

Jerome R. Parker, Attorney at Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Section 147.03 O.R.C.

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

4200

RECEIVED & RECORDED
DEC 15 1993 2:50 PM
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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SMS EK TALMADGE WOODS SUB

SECOND RECORD
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THIS INSTRUMENT IS BEING RERECORDED TO INCLUDE EXHIBIT "A".

DECLARATION OF RESTRICTIONS

FOR

TALMADGE WOODS SUBDIVISION

CITY OF TOLEDO, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by MCCARTHY BUILDERS, INC., an Ohio corporation, hereinafter called "Developer", and THE TALMADGE WOODS HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in Talmadge Woods, a Subdivision in the City of Toledo, Lucas County, Ohio as shown on the recorded plat of same ("plat") recorded at Volume 133, Page 1, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "Talmadge Woods"), platted on the real property described on Exhibit "A" attached hereto; and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots in Talmadge Woods subdivision; and

WHEREAS, Association is the record owner of all that portion of Talmadge Woods subdivision designated as Private Common Area Lots "A", "B", "C" and "D" (sometimes collectively "Common Areas") on the plat including any portions thereof shown to be used for roadway and utility purposes, as well as recreational, drainage and open space purposes; and

WHEREAS, Talmadge Woods is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the City of Toledo, Lucas County, Ohio.

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

RESTRICTIONS

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

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2008, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2008, or may be amended or terminated after January 1, 2008,

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Lawyers Title
Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Order No: 233812

LEGAL DESCRIPTION
(Cont.)

EXHIBIT "A"

PARCEL 1: Lot number one hundred seventy-nine (179) in Ketcham's Suburban Place, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 20 of Plats, page 20.

PARCEL 2: All that part of Lot one hundred eighty (180) Ketcham's Suburban Place, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 20 of Plats, page 20, bounded and described as follows:

Beginning at the Southwest corner of said Lot one hundred eighty (180); thence North zero (00) degrees, thirteen (13) minutes, zero (00) seconds East, along the Westerly line of said Lot one hundred eighty (180), a distance of twenty and fifty-eight hundredths (20.58) feet to a point; thence North eighty-nine (89) degrees, fourteen (14) minutes, forty-seven (47) seconds East, a distance of eight hundred twenty and twenty-nine hundredths (820.29) feet to the Easterly line of said Lot one hundred eighty (180) (also being the Westerly line of Shadowood Estates Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 72 of Plats, page 25); thence South zero (00) degrees, zero (00) minutes, zero (00) seconds West, along the Easterly line of said Lot one hundred eighty (180), a distance of twenty and forty-eight hundredths (20.48) feet to the Southeast corner of said Lot one hundred eighty (180); thence South eighty-nine (89) degrees, fourteen (14) minutes, twenty-one (21) seconds West, along the South line of said Lot one hundred eighty (180), a distance of eight hundred twenty and thirty-seven hundredths (820.37) feet to the point of beginning.

Containing sixteen thousand eight hundred forty-one and four hundredths (16,841.04) square feet, more or less.

The bearings referred to herein are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

PARCEL 3: Storm Sewer Easement over the following described property:

All that part of Lots one hundred eighty (180) and one hundred eighty-one (181) Ketcham's Suburban Place, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 20 of Plats, page 20, bounded and described as follows:

Starting at the Southeast corner of said Lot one hundred eighty (180); thence North zero (00) degrees, zero (00) minutes, zero (00) seconds East, along the Easterly line of said Lot one hundred eighty (180) (also being the Westerly line of Shadowood Estates Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 72 of Plats, page

(Continued)

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Lawyers Title
Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Order No: 233812

LEGAL DESCRIPTION
(Cont.)

25), a distance of twenty and forty-eight hundredths (20.48) feet to a point; thence South eighty-nine (89) degrees, fourteen (14) minutes, forty-seven (47) seconds West, a distance of thirty-six and zero hundredths (36.00) feet to the point of beginning of the easement herein described; thence continuing South eighty-nine (89) degrees, fourteen (14) minutes, forty-seven (47) seconds West, a distance of twenty and zero hundredths (20.01) feet to a point; thence North zero (00) degrees, twenty (20) minutes, thirty-seven (37) seconds East, a distance of three hundred twenty-nine and seventy-six hundredths (329.76) feet to a point; thence North twenty-five (25) degrees, eight (08) minutes, seventeen (17) seconds East, a distance of fifty-four and eighty-four hundredths (54.84) feet to a point on the Southerly line of Oak Tree Plat Two, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 108 of Plats, page 63, that is thirty and seventy-three hundredths (30.73) feet Westerly of the Southeast corner of said Oak Tree Plat Two; thence North eighty-nine (89) degrees, thirteen (13) minutes, fifty-five (55) seconds East, along the Southerly line of said Oak Tree Plat Two, a distance of twenty-two and twenty-three hundredths (22.23) feet to a point; thence South twenty-five (25) degrees, eight (08) minutes, seventeen (17) seconds West, a distance of sixty and fourteen hundredths (60.14) feet to a point; thence South zero (00) degrees, twenty (20) minutes, thirty-seven (37) seconds West, a distance of three hundred twenty-five and zero hundredths (325.00) feet to the point of beginning.

Containing seven thousand six hundred ninety-nine and fifty-one hundredths (7699.51) square feet, more or less.

The bearings referred to herein are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

SECOND RECORD

50.00

RECEIVED & RECORDED

JAN 07 1994 1:48 pm

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

Louisville Bank
Ap. #60

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Form 100
035-0-100-0011

Litho in U.S.A.