VALLEY BROOK TERRACE

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 VALLEY BROOK TERRACE
AND DECLARATION OF RESTRICTIONS THEREFOR

WHEREAS, Metropolitan Enterprises, Inc., an Ohio Corporation, is the owner of
Lots numbers 3 through 12 inclusive, and numbers
14 through 23, inclusive, in VALLEY BROOK TERRACE
a Subdivision in Sylvania Township, Lucas County, Ohio, all of which
real estate is hereinafter referred to as "Valley Brook Terrace"; and

WHEREAS, Metropolitan Enterprises, Inc. desires to establish
for its own benefit and for the benefit of all future owners or
occupants of all or any part of Valley Brook Terrace, certain easements
and rights in, over and to Valley Brook Terrace and certain restrictions
with respect to the use thereof;

NOW, THEREFORE, Metropolitan Enterprises, Inc., 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 or until the size, location,
type, style of architecture, use, the materials of construction
thereof, the color scheme thereof, the grading plan of the lot,
including the grade elevations of said dwelling, 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 Metropolitan Enterprises, Inc., its
successors or assigns, and a true copy of said plans, specifications
and details shall have been lodged permanently with Metropolitan
Enterprises, Inc., 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. Said premises shall be used and occupied solely
and exclusively for private residence purposes by single or multiple
families, and no other than one single or multiple family, private
residence purpose building, not to exceed 2-1/2 stories in height,
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 Metropolitan Enterprises, Inc.,
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 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 Valley Brook Terrace but only with the written consent of Metropolitan Enterprises, Inc.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any such lot except for the exclusive use of the family or families occupying said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereon, the grade elevation, thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall first have been approved in writing by Metropolitan Enterprises, Inc., and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Metropolitan Enterprises, Inc., and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said lot. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. The location of any and all driveways shall be and remain as now established upon said lots, or, if not now established as shall be determined by Metropolitan Enterprises, Inc. in writing at the time of the approval of the plans and specifications for said dwelling. No driveways shall be located, relocated or suffered to remain upon said lots except as now located or determined in writing by Metropolitan Enterprises, Inc. Complete specifications for construction of driveway shall be submitted to Metropolitan Enterprises, Inc. and its approval thereof endorsed thereon in writing. Parking in garages and on driveways and streets shall be restricted to occupant-owned or guests' passenger vehicles only. Additional regulations for parking may, from time to time, be established by Metropolitan Enterprises, Inc.

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 lots for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains 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 mailbox or any 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, permitted or maintained upon said premises except upon submission of complete plans and specifications therefore showing the nature, kind, shape, height, construction, materials, color scheme and location thereof, which shall have been approved in writing by Metropolitan Enterprises, Inc., and a copy of such plans and specifications shall have been lodged permanently with Metropolitan Enterprises, Inc.
Section 7. Within ninety days of approval of plans submitted under Section 1, there shall be submitted a complete and adequate landscaping plan showing the nature, types and locations of plantings, which shall specify the sodding of all grass areas, together with plans and specifications showing the design and layout of an automatic, underground water sprinkling system adequately designed to water all planting and grass areas, all of which plans and specifications shall be subject to the written approval of Metropolitan Enterprises, Inc., and such landscaping, planting and installation of sprinkler system shall thereupon be completed in accordance with such plans and specifications.

Section 8. Metropolitan Enterprises, Inc. reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility 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 lot or portion thereof of said premises may now or hereafter front or abut.

Section 9. Metropolitan Enterprises, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Valley Brook Terrace, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone 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 Valley Brook Terrace, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises and 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; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard of other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, 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 Metropolitan Enterprises, Inc. first having been obtained. The right is reserved by Metropolitan Enterprises, Inc. to erect small structures and place signs on any unsold lot or improvements thereon.
Section 11. No animals, rabbits or poultry, or any kind, character or species of fowl, or livestock, shall be kept upon or maintained on any part of any lot or tract. Metropolitan Enterprises, Inc. reserves the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Valley Brook Terrace.

Section 12. No clothes, sheets, laundry, blankets or other articles shall be hung out or exposed on any part of the premises or from any part of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st, of each year prior to ten o'clock A.M.

Section 13. Metropolitan Enterprises, Inc. 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 or placed thereon, so that the same may conform to a general plan.

Section 14. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may, from time to time, be established by Metropolitan Enterprises, Inc. The restrictions under this section shall apply with full force and effect notwithstanding any requirement of any political subdivision or municipality of which Valley Brook Terrace may be or become a part that residents place garbage cans outside or near the street for garbage collection. In the event that such requirement be deemed a necessary condition of garbage collection by such political subdivision or municipality, then Metropolitan Enterprises, Inc., its successors and assigns, may at its discretion require that the residents of Valley Brook Terrace contract for private garbage collection service so as to conform to the requirements of this section.

Section 15. Metropolitan Enterprises, Inc. reserves and hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Metropolitan Enterprises, Inc. and Metropolitan Enterprises, Inc. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Metropolitan Enterprises, Inc. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach of violation thereof, and Metropolitan Enterprises, Inc. shall at any and all times have the right to enforce the same.

Section 16. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Metropolitan Enterprises, Inc.
Section 17. In all instances where plans and specifications are required to be submitted to and are approved by Metropolitan Enterprises, Inc., if subsequent thereto there shall be any variance in the actual construction and location of any addition, fence, wall, hedge, roadway, landscaping or sprinkler system, any such variance shall be deemed a violation of these restrictions.

Section 18. Aluminum siding shall not be permitted as a construction material for any dwelling, garage or other structure.

Section 19. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Metropolitan Enterprises, Inc., any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Metropolitan Enterprises, Inc. and approved by the written powers of attorney of Metropolitan Enterprises, Inc., as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than 12 dwellings in Valley Brook Terrace, Metropolitan Enterprises, Inc. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "VALLEY BROOK TERRACE 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 therein and each such owner, including Metropolitan Enterprises, Inc., 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.

Section 2. The Association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable, for the maintenance, conservation and beautification of the property, for the health, comfort, safety and general welfare of residents of said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Metropolitan Enterprises, Inc. at its discretion, may by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Metropolitan Enterprises, Inc. which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each Grantee of Metropolitan Enterprises, Inc., 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 Metropolitan Enterprises, Inc. and the Association, created or reserved by this Declaration or by plat or deed restrictions hereofore 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 and inure
to the benefit of such owner as though the provisions of this 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 Metropolitan Enterprises, Inc. 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 Metropolitan Enterprises, Inc. or its successors or assigns, or the Association, shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Metropolitan Enterprises, Inc., its successors or assigns, or by the Association.

Section 2. All restrictions, covenants, 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, covenants, 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 provision hereof, or of 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. A violation of any of the rules and regulations adopted by Metropolitan Enterprises, Inc., or by the Community Association acquiring the rights and benefits of Metropolitan Enterprises, Inc. shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein retained by Metropolitan Enterprises, Inc. shall be assignable to, and shall inure to the benefit of its successors and assigns.

Recorded in Volume 2228 of Mortgages, page 491.
WAIVER OF ENCROACHMENTS

WHEREAS Metropolitan Properties Corporation, formerly known as Metropolitan Enterprises, Inc., as developer of Valley Brook Terrace, a Subdivision in Sylvania Township, Lucas County, Ohio, executed a Declaration of Restrictions therefor on October 27, 1967, and having filed and recorded said document on said date; and

WHEREAS Metropolitan Properties Corporation has retained all the rights, privileges and powers established in said Declaration of Restriction; and

WHEREAS Kenneth M. Lord and Frances A. Lord, husband and wife, the present owners of Lots 7 and 8 in Valley Brook Terrace, have requested such a document as this "Waiver of Encroachments" to clearly set forth the position of Metropolitan Properties Corporation approving the proposed and actual placement of the dwelling and garage buildings on said Lots 7 and 8 so as to satisfy any subsequent purchaser of said properties to such effect;

NOW THEREFORE Metropolitan Properties Corporation hereby ratifies and confirms its approval of the proposed and actual placement of the dwellings and garages on said Lots 7 and 8; notwithstanding that the front porches of the dwellings might extend in front of the front set back, which in the opinion of the developer is quite usual and proper under the Declaration of Restrictions, and was consistently allowed by the developer throughout the development of the Subdivision, but should said Restrictions be construed otherwise, then this document shall be construed as a waiver of encroachment to such extent; and notwithstanding that the garage buildings might in fact be situated less than five feet from the rear property line and therefor partially within the established five feet utility easement line, which space is not needed nor will it be needed for utility purposes as all the properties within the Subdivision are properly and adequately served by utility lines placed elsewhere in the Subdivision, and accordingly Metropolitan Properties Corporation hereby waives any such encroachment as authorized under the terms of the Declaration of Restrictions.

THIS INSTRUMENT is a waiver, discharge and release of the aforesaid items as affects present or future owners of Lots 7 and 8 in Valley Brook Terrace Subdivision, Sylvania Township, Lucas County, Ohio.

IN WITNESS WHEREOF, Metropolitan Properties Corporation has caused this Waiver of Encroachments instrument to be signed by its President and Secretary, at Toledo, Ohio on this 29 day of June, 1973.

Witnesses:

METROPOLITAN PROPERTIES CORPORATION

By John M. Webb, President

By Thomas L. Webb, Secretary

State of Ohio

Lucas County ss

Before me, a Notary Public, in and for said County, Personally appeared

John M. Webb, President, and

Thomas L. Webb, Secretary

of Metropolitan Properties Corporation, who acknowledged that they did sign said instrument as officers of said Corporation on behalf of said Corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of the said officers and the voluntary act and deed of the said Corporation for the uses and purposes therein expressed.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of June, 1973.

NANCY NOWAK
Notary Public, Lucas County, Ohio

This instrument prepared by
Metropolitan Properties Corporation
WAIVER OF NONCOMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES AND REGULATIONS

WHEREAS, Kenneth M. Lord and Frances A. Lord, husband and wife, are the owners of the following described real estate:

Lot number seven (7) in Valley Brook Terrace, a Subdivision in Sylvania Township, Lucas County, Ohio;

and

WHEREAS, Hafiz A. Nassar and Julia A. Nassar, husband and wife, have this date accepted conveyance of the title of, and are the owners of, the following described real estate:

Lot number eight (8) in Valley Brook Terrace, a Subdivision in Sylvania Township, Lucas County, Ohio;

and

WHEREAS, said owners of said two lots, for themselves and for their heirs, executors, administrators and assigns, and any and all successors in interest, wish to acknowledge their approval of the actual placement of the dwelling and garage buildings on said two lots, whether or not such placement may constitute an infraction or breach of any restriction or zoning ordinance or regulation, and to waive and forever release whatever rights the owners or successors in interest of either lot may have against the owners or successors in interest of the other lot with respect to such placement and any such infraction or breach;

NOW, THEREFORE, Kenneth M. Lord and Frances A. Lord, husband and wife, for themselves, their heirs, executors, administrators and assigns, and any and all successors in interest to said Lot seven (7), do hereby forever waive and release any noncompliance with any and all restrictions, zoning ordinances and regulations affecting or relating to the placement of dwelling and garage buildings on said Lot eight (8), and also forever waive and release any rights they may now or hereafter have by reason of any such noncompliance; and

Hafiz A. Nassar and Julia A. Nassar, husband and wife, for themselves, their heirs, executors, administrators and assigns, and any and all successors in interest to said Lot eight (8), do hereby forever waive and release any noncompliance with any and all restrictions, zoning ordinances and regulations affecting or relating to the placement of dwelling and garage buildings on said Lot seven (7), and also forever waive and release any rights they may now or hereafter have by reason of any such noncompliance.

This instrument is a waiver, discharge and release of the aforesaid items as affect present or future owners of said Lots seven (7) and eight (8) in Valley Brook Terrace, a Subdivision in Sylvania Township, Lucas County, Ohio.
IN WITNESS WHEREOF, Kenneth M. Lord and Frances A. Lord, husband and wife, and Hafiz A. Nasser and Julia A. Nasser, husband and wife, have hereunto subscribed their names at Toledo, Ohio, this 12th day of July, 1973.

Witnesses:

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<tr>
<th>Signature</th>
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<tr>
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<td>Kenneth M. Lord</td>
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<td>Frances A. Lord</td>
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<td>Hafiz A. Nasser</td>
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<td>Julia A. Nasser</td>
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STATE OF OHIO )  SS:  
COUNTY OF LUCAS)  

BE IT REMEMBERED, That on the 12th day of July, 1973, before me, the subscriber, a Notary Public within and for said county, personally came Kenneth M. Lord and Frances A. Lord, husband and wife, and Hafiz A. Nasser and Julia A. Nasser, husband and wife, and acknowledged the signing thereof to be their voluntary act and deed, for the purpose therein mentioned.

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

Notary Public

This Instrument prepared by
J. G. Jamra, Esq.
700 United Savings Building
Toledo, Ohio 43604
ASSIGNMENT OF RIGHTS, PRIVILEGES AND POWERS

WHEREAS, Metropolitan Properties Corporation, formerly Metropolitan Enterprises, Inc., an Ohio Corporation, was the owner of

Lots Numbers three (3) through Twelve (12),

inclusive, and Numbers Fourteen (14) through

Twenty-three (23), inclusive, in VALLEY BROOK TERRACE

a Subdivision in Sylvania Township, Lucas County, Ohio, all of which real estate is hereinafter referred to as "Valley Brook Terrace"; and

WHEREAS, Metropolitan Properties Corporation has sold to Thomas E. Salaberry and Barbara E. Salaberry, husband and wife, and Gary L. Sloan and Sandra P. Sloan, husband and wife, the following described real estate:

Lot number two (2) in Valley Brook Terrace, a subdivision in Sylvania Township, Lucas County, Ohio, excepting therefrom the East twelve and fifty-three hundredths (12.53) feet thereof.

WHEREAS, Metropolitan Properties Corporation wishes to allow said Thomas E. Salaberry and Barbara E. Salaberry, husband and wife, and Gary L. Sloan and Sandra P. Sloan, husband and wife, to exercise certain of their own controls over the above mentioned real estate;

NOW, THEREFORE, Metropolitan Properties Corporation, as former owner of the above mentioned real estate and for the purposes aforesaid, and pursuant to the adoption of Valley Brook Terrace Declaration of Restrictions therefore, which were recorded in Volume 2279 at page 435 by the Lucas County Recorder, hereby assigns to said Thomas E. Salaberry and Barbara E. Salaberry and Gary L. Sloan and Sandra P. Sloan the following rights, privileges and powers contained in said Declaration of Restrictions:

ARTICLE ONE

"Section 12. No clothes, sheets, laundry, blankets or other articles shall be hung out or exposed on any part of the premises or from any part of the building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st, of each year prior to ten o'clock A.M.

Section 13. Metropolitan Enterprises, Inc. reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fill the grade at which any dwelling shall thereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 14. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may, from time to time, be established by Metropolitan Enterprises, Inc. The
restrictions under this section shall apply with full force and effect notwithstanding any requirements of any political subdivision or municipality of which Valley Brook Terrace may be or become a part that residents place garbage cans outside or near the street for garbage collection. In the event that such requirements be deemed a necessary condition of garbage collection by such political subdivision or municipality, then Metropolitan Enterprises, Inc., its successors and assigns, may at its direction require that the residents of Valley Brook Terrace contract for private garbage collection service so as to conform to the requirements of this section.

The assignment of the above mentioned sections are only assigned to said Thomas L. Selber and Barbara L. Selber and Gary L. Sloan and Sandra F. Sloan as owners of their above mentioned real estate so that they may maintain their own control over said real estate and are assigned without any warranty whatsoever.

IN WITNESS WHEREOF, Metropolitan Properties Corporation has caused this Assignment to be signed by its President and Secretary at Toledo, Ohio, on this 27th day of January, 1976.

Witnesses:

Thomas L. Selber
Barbara L. Selber
Gary L. Sloan
Sandra F. Sloan

METROPOLITAN PROPERTIES CORPORATION

President

By: T. H. WEBB

Secretary

By: A. M. THOMPSON

STATE OF OHIO:

COUNTY OF OATHS:

Before me, a Notary Public, in and for said County, personally appeared John H. Webb, President, and Thomas L. Webb, Secretary of Metropolitan Properties Corporation, who acknowledged that they did sign said instrument as officers of said Corporation on behalf of the said Corporation and by authority of the Board of Directors, and that said instrument is the voluntary act and deed of the said officers and the voluntary act and deed of the said Corporation for the use and purposes therein expressed.

IN WITNESS WHEREOF, I have heretofore subscribed my name and affixed my official seal this 27th day of January, 1976.

Notary Public, State of Ohio

This Instrument prepared by:

STEWART R. ARM, Attorney
626 Spitzer Building
Toledo, Ohio 43664
Phone: 422-7482

SANDRA H. PUTNAM

By: T. H. WEBB
Rev. 1976

Notary Public, State of Ohio