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 DEED RESTRICTIONS,
RESERVATION OF EASEMENT
AND
CREATION OF LOT OWNERS' ASSOCIATION

Village Meadows II, an Ohio General Partnership, is the owner in fee simple of Lots 2 through 17, inclusive, together with Lots A and B, and The Port Lawrence Title & Trust Company, Trustee, is the owner in fee simple of Lot 1, all in Village Meadows Phase II, a Subdivision in the Village of Holland, Lucas County, Ohio pursuant to a plat recorded on October 17, 1985 in Volume 108 page 1718 of Plats, Lucas County, Ohio, Records.

The aforesaid Village Meadows II and The Port Lawrence Title & Trust Company, Trustee, (hereinafter called the "DECLARANTS") being the owners of all the Lots in the aforesaid Subdivision, desire to grant a perpetual, non-exclusive easement over Lot A therein for the purpose of pedestrian and vehicular ingress and egress as a private right-of-way for the benefit of the owners of Lots 4 through 16 in the Subdivision which Lots abut said Lot A; to impose restrictions on the present and future use of all Lots in the Subdivision and to create a Lot Owners' ASSOCIATION to manage and maintain the private right-of-way and assess members of the ASSOCIATION for payment of the expenses thereof; therefore,

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots constituting such Subdivision, the Declarants hereby declare that all of the real property described above, and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, as they apply to said Lots, which easements, covenants, conditions and restrictions shall constitute covenants running with the land, coupled with an interest, and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, grantees, mortgagees and assigns and shall inure to the benefit of each owner thereof.

1. CREATION OF LOT OWNERS' ASSOCIATION: Upon the recording of the deed of conveyance evidencing transfer of title to any of Lots 4 through 16, inclusive, in the Subdivision to anyone other than the Declarants, the LOT OWNERS' ASSOCIATION shall be formed. The Declarant, Village Meadows II, shall thereupon cause the Articles of Incorporation attached hereto as Exhibit "A" to be filed with the Secretary of State under the provisions of Chapter 1702 of the Revised Code of Ohio as a corporation not-for-profit. Contemporaneously therewith, Village Meadows II shall execute the By-Laws of said ASSOCIATION which By-Laws are attached hereto as Exhibit "B".
2. CONVEYANCE OF LOT A: Upon the formation of the LOT OWNERS' ASSOCIATION as aforesaid, Village Meadows II, as the owner of Lot A in the Subdivision, shall transfer title to Lot A to the LOT OWNERS' ASSOCIATION by executing and delivering the deed of conveyance attached hereto as Exhibit "C" to the LOT OWNERS' ASSOCIATION. Said deed of conveyance shall thereupon be recorded by the ASSOCIATION in the office of the Lucas County Recorder.

3. GRANT OF EASEMENT OVER LOT A: Without further action by or approval of the ASSOCIATION or its Board of Trustees, upon conveyance of title of Lot A to the ASSOCIATION, the President and Secretary of the ASSOCIATION shall execute the grant of perpetual, non-exclusive easement to the owners of Lots 4 through 16, inclusive, in the Subdivision for the purpose of pedestrian and vehicular ingress and egress as a private right of way. Said grant of easement shall grant the right of ingress and egress to those persons and entities operating emergency and service vehicles for the benefit of said abutting owners. Said easement is attached hereto as Exhibit "D".

4. MEMBERSHIP IN ASSOCIATION: Membership in the ASSOCIATION shall be limited to the fee simple, record OWNERS of Lots 4 through 16, inclusive. In the case of a lot becoming condominium property, the condominium association representing the condominium unit owners shall be the member of this ASSOCIATION. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. The transfer of title to a lot, upon recording of the deed thereof, shall automatically vest membership in the grantee.

5. VOTING RIGHTS IN THE ASSOCIATION:

   a. There shall be one (1) voting member for each lot, each of whom shall have a number of votes equal to the number of residential units constructed on such Lot.

   b. The right of any member of the ASSOCIATION to vote attaches at the time a certificate of occupancy is issued for the units on the improved lot.

   c. The percentage of voting power appurtenant to any improved Lot shall be determined by dividing the number of units constructed on such Lot by the total number of units constructed on Lots 4 through 16, inclusive, in the Subdivision.

   d. The percentage of voting power appurtenant to any improved Lot shall be reapportioned by the Board of Managers of the ASSOCIATION as and when additional units are completed on Lots 4 through 16, inclusive. The Board shall immediately notify each voting member of such reapportionment, in writing.

   e. The percentages established for voting purposes shall also be the percentages for the allocation of expenses.

   f. Members may vote or act in person or by proxy.
6. NON-PROFIT STATUS: The ASSOCIATION shall not be deemed to be conducting a business of any kind. All the funds received by the ASSOCIATION shall be held and applied by it against future expenses and otherwise pursuant to the terms of this instrument. In no event shall excess funds be deemed to be profits, nor shall they be distributed to lot OWNERS.

7. BOARD OF MANAGERS: The BOARD of MANAGERS shall consist of three (3) of the voting members of the ASSOCIATION and shall exercise the powers, discharge the duties and be vested with the rights conferred upon the ASSOCIATION by this instrument or the By-Laws. In the event any such power, duty or right shall be deemed to be exercisable by, dischargeable by or vested in an officer or member of the BOARD, he shall be deemed to act in such capacity to the extent required to authenticate his acts and carry out the purposes of this instrument. The BOARD shall have all authority to manage, maintain, repair, replace and otherwise alter and improve the right-of-way established by the easements and assess and collect funds for the payment thereof and do all things and exercise all rights provided by this instrument or by law.

8. SELECTION OF AGENT: The BOARD of MANAGERS may select an agent(s) and delegate such authority to him(them) as it may deem necessary or desirable to act on its behalf in carrying out the purposes of this Instrument. The BOARD may compensate the agent(s), which compensation shall be considered a cost of maintenance.

9. PRIVATE RIGHT-OF-WAY: The ASSOCIATION shall have the duty to maintain and keep right-of-way full and clear of snow and ice and shall provide adequate drainage and lighting therefor. Further, such maintenance shall include:

a. Maintaining the surface of the area level, smooth and evenly covered with the type of surfacing material originally installed or such substitute as will be equal in quality, appearance and durability.

b. Removal of all papers, debris, filth and refuse from Lot A and washing or sweeping paved area as required.

c. Maintaining, providing or replacing such traffic signs, markers and lights as may be reasonably required.

d. Cleaning and relamping of lighting fixtures as needed.

e. Repainting of striping, markers, directional signs and other such items installed, as needed.

f. Maintaining and watering grassy areas on Lot A, if any.

(g. Maintaining the right-of-way free from any obstructions not required for the right-of-way purpose.
h. Payment of all electrical, water and other utility charges or fees for services furnished to Parcel A.

i. Maintenance of utility lines or systems used to provide service to Lot A.

10. MAINTENANCE COSTS: The cost of maintenance and operation of right-of-way referred to means the total of all items of direct cost and expense necessarily expended for the supervision, operation, maintenance, and repairs on Lot A, determined in accordance with generally accepted accounting principles on the accrual method of accounting, and such costs will include real property taxes or assessments. The costs include maintenance, replacements and reconstruction work as required to preserve the utility of said Lot A and its equipment, in the same condition and status as it was as of the time of the completion of the original construction and installation, and further includes all rental charges for equipment, the cost of small tools and supplies, all costs for police security protection, traffic direction and control, and parking regulation; costs of cleaning and removal of rubbish, dirt and debris from the common area; the cost of landscaping, and supplies incidental to such; all charges for utility services used in connection with such, together with all costs of maintaining lighting fixtures and all premiums for public liability and property damage insurance covering Lot A.

11. ASSOCIATION FEES: To provide funds necessary to carry out the purposes herein, the ASSOCIATION shall have the right to levy and collect assessments and the OWNERS of Lots 4 through 16, inclusive, on behalf of each aforesaid Lot A, hereby covenant, and each subsequent owner by acceptance of a deed to a Lot or portion thereof (including Condominium property), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION, effective upon the date a certificate of occupancy is issued for units constructed upon any such Lot:

a. Annual operating assessments.

b. Special assessments for capital improvements.

c. Special individual Lot assessments.

Purpose of Assessments: The assessments levied by the ASSOCIATION shall be used exclusively to promote the health, safety and welfare of all Lot OWNERS and occupants and the best interests of all the Lots in the Subdivision.

Annual Operating Assessments: At the time of the formation of the ASSOCIATION, and prior to the beginning of each fiscal year of the ASSOCIATION thereafter, the BOARD shall estimate and prorate among the Lots, on the basis of the percentage interest as heretofore determined or provided for, common expenses of the ASSOCIATION consisting of the following:
a. The estimated next fiscal year's cost of the maintenance, repair and other services to be provided by the ASSOCIATION.

b. The estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the ASSOCIATION.

c. The estimated next fiscal year's costs for utility services not separately metered.

d. The estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the ASSOCIATION, in an amount deemed adequate by the board.

e. An amount deemed adequate by the BOARD to maintain a reserve for the costs of unexpected repairs and replacement of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one (1) year ought to be maintained.

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

Allocation, Payment, Deficiencies and Excess:

a. The BOARD shall thereupon allocate to each Lot its respective share of all these items, pro-rated according to the Lot's percentage interest, being the same as its voting power and thereby establish the annual operating assessment for each separate Lot. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

b. The annual operating assessment shall be payable in advance, in equal monthly installments, the date of which will be established by the BOARD. Nothing herein shall prohibit any OWNER from prepaying assessments in annual, semi-annual or quarterly installments. Unless otherwise established by the BOARD, the ASSOCIATION shall collect the monthly installment from each OWNER on or before the first day of each month.

c. If the amounts so collected are at any time insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the BOARD among the Lots as herein provided.

d. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves and in no event be deemed profits, nor shall
they be available for distribution to the OWNERS, except upon
dissolution of the ASSOCIATION.

Special Assessments for Capital Improvements:

a. The BOARD may levy special assessments to construct,
reconstruct, or replace capital improvements on Lot A to the
extent the reserves therefor are insufficient.

b. New capital improvements, not replacing existing capital
improvements, shall not be constructed nor shall funds be
assessed therefor without the prior consent of Lot OWNERS
exercising one hundred percent (100%) of the voting power.

c. Any such assessment shall be pro-rated among all Lots
according to the percentages provided to be established or
reapportioned herein. Such assessments shall become due and
payable on a date or dates specified by the BOARD following
written notices thereof to the OWNERS.

Special Individual Lot Assessments: The BOARD may assess an
individual Lot or Lots to reimburse the ASSOCIATION for those
costs and expenses incurred on behalf of and chargeable to such
Lot or Lots as provided in this Instrument. Such costs and
expenses shall include, but not be limited to, the ASSOCIATION's
costs of enforcement of rules and regulations and collection of
assessments.

Such assessment shall become due and payable on the date
specified by the BOARD in written notice to the OWNER.

Effective Date of Assessment: All assessments herein shall be
effective upon written notice thereof from the BOARD to the
OWNERS at least ten (10) days prior to the date due or the date
the first installment thereof is due. Written notice mailed or
delivered shall constitute notice unless an OWNER has provided
written notice to the BOARD of a different address for such
notices, in which case, mailing notice to that address shall be
sufficient.

Nonpayment of Assessment and Remedies: If any assessment or
installment of such is not paid within ten (10) days after it
becomes due, the BOARD may, in its discretion:

a. Declare the entire unpaid balance of the assessment
immediately due and payable.

b. Charge interest on an overdue installment or the entire
unpaid balance, if such has been declared immediately due and
payable, at the rate of eighteen percent (18%) per annum.

c. Annual operating and special assessments, together with
interest and costs, shall be a charge and a continuing lien in
favor of the ASSOCIATION upon the Lot against which such
assessment is made.

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d. At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after it becomes due and payable, the BOARD may authorize the filing of a certificate of lien for all or any part of the unpaid balance of the assessment, together with interest and costs, with the Lucas County Recorder. The certificate shall include a description of the Lot against which the lien exists, the name of the Record Owner and the amount of the unpaid assessments and shall be signed by the President or other chief officer of the ASSOCIATION.

e. Such lien shall be upon the estate or interest of the OWNER in any Lot and its appurtenant easement created herein. The lien shall remain valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner as provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien.

f. Any OWNER who believes that the portion of the assessment chargeable to his Lot, for which a certificate of lien has been filed, has been improperly charged against him or his Lot, may commence an action for the discharge of the lien in the Court of Common Pleas of Lucas County. If it is finally determined in the action that the portion of the assessment has been improperly charged to the OWNER of his Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

g. The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide first mortgagees that have previously been filed for record. Such lien may be foreclosed in an action brought by the ASSOCIATION in the same manner as upon a mortgage on real property. In any such foreclosure action, the ASSOCIATION shall be entitled to become a purchaser at the foreclosure sale.

h. The OWNER of a Lot involved in such foreclosure shall be required to pay a reasonable rental for such Lot during the pendency of such action and the ASSOCIATION shall be entitled to the appointment of a receiver to collect such rent.

i. In addition, the ASSOCIATION shall have the right to bring an action at law against the OWNER of a Lot against which assessments are delinquent. Such assessments, interest and costs shall be the personal obligation of the OWNER of the Lot at the time the assessment became due.

General:

a. In a voluntary conveyance of a Lot, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor or his Lot up to the time such
conveyance is recorded. Such liability shall not prejudice Grantee's right to recover from the Grantor the amounts so paid by the Grantee. The Grantee will be entitled to a statement from the BOARD showing the amount of all unpaid assessments against the Grantor. The Grantee shall not be liable for, nor shall the Lot involved be subject to, a lien for unpaid assessments against the Grantor in excess of the amounts shown and for the time period specified in the BOARD's statement.

b. Any holder of a first mortgage who comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed or assignment in lieu of foreclosure and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid installments of assessments or delinquent assessments and charges against the Lot arising prior to the acquisition of title to the Lot. Such unpaid installments or assessments or charges shall be deemed to be common expenses to be assessed against all Lots, including that of the acquirer.

c. No OWNER of a Lot may exempt himself from liability for his contribution to common expenses and other assessments and charges by non-use of Lot A or by abandonment of his Lot.

d. The BOARD shall, upon request and for a reasonable charge, furnish a certificate signed by a designated representative of the ASSOCIATION stating whether the assessments against a specific Lot have been paid.

12. RULES AND REGULATIONS: The ASSOCIATION will from time to time, adopt rules and regulations pertaining to the use of Lot A by the permittees of the OWNERS and tenants of abutting Lots, provided that all such rules and regulations and other matters affecting the users will apply equally and without discrimination to all permittees of said parties. Such rules and regulations must, subject to the provisions of this Instrument, be adopted by majority vote of the ASSOCIATION.

13. GENERAL USE RESTRICTIONS:

a. Lots 2 through 16, inclusive, shall be used only for multi-family residential dwellings and shall be subject to the zoning requirements imposed by the Village of Holland.

b. Lot 1 shall be used only for commercial purposes and shall be subject to the zoning requirements imposed by the Village of Holland.

c. Lot 17 shall be used only for warehouse or light industrial purposes and shall be subject to the zoning requirements imposed by the Village of Holland.

d. Except for Lot 17, no other Lot in the Subdivision shall be further subdivided. The Declarant, Village Meadows II, reserves the right to subdivide Lot 17, subject to the approval
of and conditions, if any, imposed by the Village of Holland.

e. No business of any kind shall be conducted on Lots 2 through 16, inclusive with the exception of the business of declarant and the transferees of declarant in developing all of the lots.

f. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots.

g. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Declarant, Village Meadows II, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

h. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, or the Declarant, Village Meadows II, so long as they are not kept, bred, or maintained for commercial purposes.

i. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

j. No fence, hedge, wall, or other dividing instrumentality over four (4) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant and the transferees of declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans.

k. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

l. Nothing shall be altered in, constructed on, or removed from the common area except by the written consent of the Declarant, Village Meadows II.

14. ENFORCEMENT: In the event of any violation or threatened violation by any party, lessee, occupant or their invitees of any part of the terms, restrictions, covenants and conditions provided herein or the rules and regulations, as provided for herein, and amendments thereto, the ASSOCIATION or the Declarant, Village Meadows II, shall have, in addition to the right to collect damages, the right to enjoin such violations or threatened violation in a court of competent jurisdiction. Prior to the commencement of such action, written notice of the violation will be given to the party responsible for such. Additionally, the ASSOCIATION shall have the authority to
summarily abate any violation and shall have the authority to remove vehicles or obstructions from Lot A.

15. PUBLICATION OF RULES AND REGULATIONS: The OWNERS shall notify their occupants, licensees and tenants (who will also notify their respective occupants, employees and licensees) of the rules and regulations promulgated hereunder and the enforcement provisions. OWNERS shall draft all leases with their respective tenants subject to these and subsequent rules and regulations.

16. MUTUALITY: Each and all of the easements and rights granted or created herein are appurtenances to the aforesaid Lots and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of the easements and rights, the property benefited will constitute the dominant estate, and Lot A which is burdened by such easements and rights will constitute the servient estate.

17. ZONING RESTRICTIONS: The use of each of the Lots in the Subdivision, including density of residential units in the Subdivision, is subject to restrictions imposed by the Village Council of the Village of Holland in its approval of the change of zoning for the Subdivision for use as a Planned Unit Development.

18. CONDOMINIUM PROPERTY: In the event the OWNER of any of Lots 2 through 16, inclusive, in the Subdivision shall desire to declare such Lot as Condominium Property, the Declarant, Village Meadows II, herein reserves the exclusive right and authority to require the inclusion of such reasonable restrictions upon use of the Condominium property in the Condominium Organizational Documents affecting such property as it, in its sole discretion, shall deem necessary and appropriate to assure the uniform regulations of the use of all such Lots. As a minimum, the use restrictions contained in Article XII of the Declaration of Condominium of Village Meadows Condominium, recorded at Deed Record 80-441A01, Lucas County, Ohio, Records incorporated herein by reference, shall be included in the Declaration of any such Condominium property. In addition, the aforesaid Village Meadows II, reserves the unilateral right to amend these restrictions to add restrictions or regulations upon Condominium Property in this Subdivision.

GENERAL

19. COVENANTS TO RUN WITH LAND: Each and all of the covenants, restrictions, conditions, and provisions contained herein will constitute covenants running with the land; will bind every person having any fee, leasehold, or other interest in any portion of any of the aforesaid Lots or Lot A at any time or from time to time to the extent that such portion is affected or bound by the covenant, restrictions, condition, or provision in question, or that the covenant, restriction, condition, or
provision is to be performed on such portion; and will inure to the benefit of the parties and their respective successors and assigns.

20. SUBORDINATION TO MORTGAGES: All restrictions, easements, 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 supersede or in any way reduce the security of 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 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.

21. FAILURE TO ENFORCE NOT A WAIVER: 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 or their duration.

22. SEVERABILITY OF RESTRICTIONS: The invalidity of any restriction hereby imposed or of any provision hereof or any part of such restriction or provision shall not impair or affect, in any manner, the validity, enforceability or effect of the rest of this Declaration.

23. MODIFICATIONS AND AMENDMENTS: Except as otherwise reserved herein to the Declarant, Village Meadows II, this Declaration may be modified and amended upon the written consent to such modification or amendment by a majority of the record OWNER's of the aforesaid Lots. Any modification and/or amendment shall be set forth in writing and denominated as a modification of or amendment to this Declaration and those consenting to such modification and/or amendment shall execute said document in a recordable form and such document shall be filed for record with the recorder of Lucas County, Ohio. Upon recording, such modification or amendment, if executed by the majority of the record OWNERS of the aforesaid Lots, shall be binding upon all and each of the Lots and together with this Declaration shall continue in full force and effect. Provided, however, that any previous action taken by owners of Lots herein in reliance upon this original Declaration, which action would be prohibited after any modification or amendment of this Declaration, shall not be affected by any such modification or amendment.
24. DURATION: The Instrument and each easement, covenant, restriction and undertaking of this Instrument will be for a term of 50 years from its date and will be automatically renewed and the term automatically extended for 20-year periods unless this Agreement shall be terminated by all of the voting power in the ASSOCIATION not less than six months nor more than one year prior to the expiration date of this Agreement or any 20-year extension thereof. The termination will be effective upon such expiration date only if the resolution of termination is signed by such voting members, in recordable form, and recorded in the same manner as this Instrument and containing the recording reference of this Instrument.

IN WITNESS WHEREOF: The undersigned OWNERS representing all the ownership interest in the aforesaid Lots of real property, have caused this Instrument to be executed effective this __th day of October, 1985.

Signed and Acknowledged in the presence of:

[VILLAGE MEADOWS II, an Ohio General Partnership]

By: [Frank J. Roach, Partner]
By: [Thomas A. Rogers, Partner]
Being all the Partners

[VILLAGE MEADOWS II, an Ohio General Partnership]

By: [Robert L. Wasserman, Vice President]
By: [Margaretta L. Laskey, Secretary]
ACKNOWLEDGMENT

State of Ohio } ss:
County of Lucas}

The foregoing instrument was acknowledged before me this 11th day of October, 1985, by Frank J. Roach and Thomas E. Rogers, being all the partners of Village Meadows, Ill, an Ohio General Partnership, on behalf of the Partnership.

[Signature]
Notary Public

LOIS A. JOHNSON
Notary Public, State of Ohio
My Commission Expires June 26, 1990

State of Ohio } ss:
County of Lucas}

The foregoing instrument was acknowledged before me this 11th day of October, 1985, by Robert L. Wasserman and Margretta R. Laskey as Vice President and Secretary of The Port Lawrence Title and Trust company, Trustee, an Ohio Corporation, on behalf of the Corporation.

[Signature]
Notary Public

LOIS A. JOHNSON
Notary Public, State of Ohio
My Commission Expires June 26, 1990

THIS INSTRUMENT PREPARED BY:

Thomas J. Sheperak
Attorney at Law
5726 Southwyck Blvd.
Toledo, Ohio 43614

RECEIVED & RECORDED
OCT 17 1985 / 085

BILL COPELELAND
RECORDER, LUCAS COUNTY, OHIO

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