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DECLARATION OF RESTRICTIONS
AS TO
CARRIETOWNE PLAT 2

This Declaration, made and entered into by LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, hereinafter called "Owner", this 4th day of April, 1984.

WITNESS:

WHEREAS, Owner holds title in fee simple to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Carrietowne Plat 2" and described as follows:

Lots Numbers 6 through 11 both inclusive and Lots A, B, and C, Carrietowne Plat 2, a Subdivision in Sylvania Township, Lucas County, Ohio.

and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into nine (9) lots numbered consecutively from 6 through 11; and Lots A, B and C;
2. The dedication to public use of certain streets and ways therein; and
3. The reservations of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner has established for its own benefit and for the benefit of all future owners and occupants of all or any part of Carrietowne Plat 2 certain easements and rights in, over and to Carrietowne Plat 2 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Carrietowne Plat 2 and has imposed certain restrictions on such lots in said Carrietowne Plat 2.
NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Carrietonve Plat 2 as an architecturally harmonious, artistic, and desirable residence district, Owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Carrietonve Plat 2 hereinafter will be sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to-wit:

ARTICLE ONE

Section 1. An Architectural Control Committee consisting of three (3) individuals is hereby established (the "Committee"). The initial members of the Committee shall be Burton A. Kalmiz, Renwick N. Miller, and Joseph Swolosky. The initial members are appointed by the Owner, and may be replaced by it from time to time.

Section 2. The Committee described in Section 1 shall continue to function until construction on all lots in Carrietonve Plat 2 has been completed and title to all such lots has been conveyed from Owner to other parties. Upon such completion of construction and conveyance of title the individuals specified in Section 1, or their successors chosen in accordance with Section 1, shall be deemed to have resigned, The Carrietonve Association, as hereinafter created, shall then appoint all three members of the Committee and may thereafter replace from time to time any member of such Committee. Provided, however, that at any time prior to such completion of construction and conveyance of title for all lots the individuals named in Section 1 may voluntarily resign and turn control of the Committee over to The Carrietonve Association by a letter in writing to the Association.
Section 3. No structure or other improvement including but not limited to dwelling units, garages, basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges or other enclosures shall be erected, improved, changed or altered on any lot in the subdivision until detailed plans and specifications therefore have been approved in writing by the Committee.

Section 4. 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.

Section 5. 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.

Section 6. If approved by the Committee, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may be constructed immediately adjacent to dwellings which have been erected wholly within the building set-back lines.

Section 7. The maximum height of all new dwellings erected within the subdivision shall be two and one-half (2-1/2) stories or thirty-five (35) feet.

Section 8. The minimum size of all new dwellings erected within the subdivision shall be not less than one thousand five hundred square feet (1500 sq. ft.) measured from the outside walls excluding basement, garage and attic.

Section 9. The purpose of requiring detailed plans and specifications as therein set forth is to develop Carrietowne Plat 2 as an architecturally harmonious, artistic and desirable residential subdivision having a parklike atmosphere following a precise landscape plan.

Section 10. Owner shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with Committee approval. Such master plan for landscaping shall be filed with the Carrietowne Association, as hereinafter created.
Section 11. Owner shall establish a general architectural theme for roof design and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish 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 planned unit development and use of the subdivision.

Section 12. In approving or withholding approval of any detailed plans and specifications submitted to it, the 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.

Section 13. Owner reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the plat of Carrietowne Plat 2 designated as utility easements, for the construction, operation and maintenance of electric power and communication lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances. Owner further reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot designated as drain easements and access easements. No building or other structure or any part thereof shall be erected or maintained upon any part of the property in Carrietowne Plat 2, over or upon which any of the above-mentioned easements will be or have been granted.

Section 14. Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer 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 streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

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Section 15. Owner reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 16. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by the Committee in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side or rear lines of said premises shall apply to and include covered porches, verandas, portes-cochere, and other similar projections therefrom.

Section 17. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. No living tree shall be removed without the prior written consent of the Committee, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction of any dwelling, driveway, or walk whose plans have been approved by the Committee, or removal ordered by any state or local governmental agency having jurisdiction thereof.

Section 18. Developer hereby creates The Carrietowne Association, which developer shall incorporate as a non-profit corporation of the same or a similar name (the "Association"). The Association shall be responsible for maintenance of the grounds of the Subdivision and for maintaining
architectural control over the Subdivision after completion of construction and conveyance of title to all lots within the Subdivision.

Each owner of a Dwelling Unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such Dwelling Unit owned. Such vote shall be exercised only as set forth hereinafter. The owners of Dwelling Units located on each individual lot within Carrietowne Plat 2 (including owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be six (6) such lot representatives, one for each lot in Carrietowne Plat 2. A lot representative shall have one vote for each Dwelling Unit located on the lot he represents. He shall not be required to consult with the Dwelling Unit Owners of such lot, but shall be entitled to cast such votes in accordance with his own will. He may be replaced at any time by the Dwelling Unit Owners of such lot.

The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

a. Ground care for all outside areas within the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks, and parking lots including but not limited to maintenance and repair of the thirty feet (30') wide common drive as shown on the plat of Carrietowne Plat 2.

c. Miscellaneous items such as cleaning the eavestroughs and sweeping and removing snow from sidewalks, driveways and parking lots.
d. Legal and accounting services for the Association.

e. Such other activities and services as the members deem appropriate for the maintenance, conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among all of the dwelling units of the Association. If a dwelling unit owner refuses to pay any such assessment, the Condominium Association of the condominium in which he resides (if he resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit involved when a notice claiming lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, the name or names of the owner or owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a Court in an action brought to discharge such lien. The Association, at its option, may enforce collection of delinquent assessments by suit at law, or by foreclosure of the lien securing the assessment.

The owners of each lot (the Condominium Association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures (including, but not limited to, antennas, air conditioning units or heat pumps, pipes, wires or the like serving such buildings). Provided, however, any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved by the Committee. Provided, further, the Association is empowered to
require, upon a vote of three-quarters (3/4) of the votes of the Association, that a particular owner (Condominium Association, if a condominium is involved) within Carrietowne Plat 2 perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the buildings involved. If such owner (Condominium Association, in the case of a condominium) refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth above to collect such assessments.

ARTICLE TWO

The following restrictions shall apply to all lots in Carrietowne Plat 2.

Section 1. Each lot in Carrietowne Plat 2 is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

Section 2. No dwelling erected in said Carrietowne Plat 2 shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. The design for all mail boxes must be approved by the Committee to assure uniformity. All approved structures must be completed by an owner within one (1) year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of the Committee.
Section 3. No boat, boat trailer, house trailer, motor home, recreational vehicle, motor coach or truck (except pick-up trucks or vans not exceeding one (1) ton) shall be parked, stored or suffered to remain within Carriecowne Plat 2 whether on a lot or in a street, unless parked or stored within a garage out of view. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, treehouse, or outbuilding of any type will be permitted in Carriecowne Plat 2, except with the approval of the Committee.

Section 4. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either at wholesale or at retail, upon said premises, nor shall any industry, business or trade, occupation or profession of any kind be conducted, maintained or permitted upon said premises. No well for gas or oil 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 advertising sign, billboard or other advertising device (including signs advertising the sale of a residence or lot) shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Committee first having been obtained. The right is reserved by Owner to erect advertising signs and displays at entrances to the Development until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 5. Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species shall be kept upon or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract. A dwelling unit owner may keep no more than one dog (which must weigh 30 pounds or less) or no more than one cat (which must weigh 10 pounds or less) within his dwelling unit. The Association shall have the right to adopt
reasonable regulations governing the keeping within any dwelling of domestic
dogs, cats, or other household pets calculated not to become a nuisance to the
owners or inhabitants of Carriestowne Plat 2.

Section 6. No clothes, sheets, blankets or other articles shall be
hung out or exposed on any part of said premises. No power yard equipment,
such as power mowers or power shears shall be used by anyone on Sundays or
legal holidays until after 10:00 A.M.

Section 7. All rubbish, debris and garbage shall be stored in
enclosed containers not visible from the street, or stored and maintained in
containers entirely within the garage or basement. No trash burner, outdoor
fireplace, or other device expelling gas or smoke shall be placed within
twenty (20) feet of any adjoining lot line. Additional regulations for the
storage, maintenance and disposal of rubbish, debris, leaves, and garbage, may
from time to time, be established by the Association.

ARTICLE THREE

Section 1. Each grantee of Owner 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
Owner created or reserved by this Declaration or by plat or by deed
restrictions heretofore recorded, and all easements, rights, benefits and
privileges of every character hereby granted, created, reserved or declared
and all impositions and obligations hereby imposed shall run with the land and
bind every owner of any interest therein, regardless of how acquired, and
inure to the benefit of such owner, in like manner 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 Owner, its successors or
assigns, 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(s) of said lot or lots any structure, thing or condition that may
exist thereon contrary to the intent and meaning of the provisions hereof, as
interpreted by Owner, and Owner or its successors or assigns, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, 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 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 such property is acquired in lieu of 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 the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be subrogated 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 restrictions hereby imposed, or of any provisions 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. Owner reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained until completion of construction upon, and conveyance of title of, all of the lots within Carrietowne Plat 2.

Section 6. A violation of any of the rules and regulations adopted by Owner or by the Association formed pursuant to Article One hereof shall be deemed a violation of this Declaration and may be enjoined as herein provided.
Section 7. The rights, privileges and powers herein retained by Owner shall be assignable and shall inure to the benefit of its successors and assigns.

Section 8. Owner reserves to itself, its successors and assigns, the right to grant an easement through all of Lots A, B and C as shown on the Plat of Carrietowne Plat 2, for the benefit of all lot owners and dwelling unit owners, said easement to be for the following purposes:

Allowing owners of all dwelling units an open space use and recreational facilities for all of Lots A, B and C.

Section 9. Owner shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

Section 10. Owner presently contemplates the development of additional lands to be known as Carrietowne Plat 3 for identical residential uses and purposes. Owner hereby reserves the right at any time within ten (10) years of the date of this Declaration to amend this Declaration in such respects as Owner may deem advisable in order that such additional lands which may be developed by Owner, may be annexed and be included as a part of the lots subject to this Declaration or as a part of the Common Areas for open space use and recreational facilities. Each owner of a lot, or Dwelling Unit and his mortgagees by acceptance of a deed conveying ownership of such lot or Dwelling Unit, or a mortgage encumbering the ownership of such lot, or Dwelling Unit, as the case may be, thereby consents to and approves the provisions of this section including, without limiting the generality of the foregoing, the amendment of this Declaration in the manner above provided, and all such owners and their mortgagees, upon request of Owner shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Owner to be necessary or proper to effectuate said provisions. Owner by its execution and recording of this Declaration and the platting of Carrietowne Plat 2 does not represent or warrant that the aforesaid additional lands will be developed or that any final plat thereof will be filed.
IN WITNESS WHEREOF, LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC.,
TRUSTEE, has caused this Declaration to be signed by its Executive-Vice President
and Vice-President on the day and year first above written.

WITNESSED:

[Signature]

[Signature]

STATE OF OHIO  
COUNTY OF LUCAS

Before me, a Notary Public in and for said county, personally
appeared LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, by Kenneth I.
White, Sr., Executive Vice-President and John W. Martin, Vice-President, who.
executed the foregoing instrument on behalf of said corporate trustee and who
acknowledged that they did sign said instrument as officers of said corporate
trustee, and that the same is their free act and deed and the free act and
deed of said corporate trustee for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal this 30th day of April, 1984.

[Signature]

Notary Public

This Instrument Prepared By:
William S. McCreary, Esq.
Ritter, Boesel, Robinson & Marsh
240 Buron Street, Suite 610
Toledo, Ohio 43604
(419) 241-3213

RECEIVED & RECORDED
APR 04 1984

[Signature]

Randy Isenberg
Registrator Lucas County Ohio

ATTN: John Martin

LOUISVILLE BOX

84 353801
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AS TO
CARRIETOWNE PLAT 2

Pursuant to the provisions of ARTICLE THREE, Section 10 of the Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the office of the County Recorder, Lucas County, Ohio, on April 4, 1984, at Instrument Record 84-363801 through 84-363801, both inclusive, LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, hereinafter called "Owner", hereby executes this First Amendment to Declaration of Restrictions as to Carrietowne Plat 2 this 2nd day of April, 1985, for the purpose of annexing and including additional lands as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the aforesaid Declaration of Restrictions.

WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Carrietowne Plat 3" and described as follows:

Lot Numbers 12 through 18 both inclusive and Lot D, Carrietowne Plat 3, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into seven (7) lots numbered consecutively from 12 through 18, and Lot D;
2. The dedication to public use of certain streets and ways therein; and
3. The reservations of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner desires to submit the aforementioned lots in Carrietowne Plat 3 to all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions as to Carrietowne Plat 2 including the amendments to the aforesaid Declaration of Restrictions hereinafter set forth below.
NOW, THEREFORE, Owner for itself, its successors and assigns does hereby amend the Declaration of Restrictions as to Carrietowne Plat 2 in order that Lots Numbers 12 through 15 both inclusive and Lot D, Carrietowne Plat 3, a Subdivision in Sylvania Township, Lucas County, Ohio, be annexed to and be included as a part of the lots subject to the Declaration of Restrictions as to Carrietowne Plat 2 subject however amendments set forth below:

1. ARTICLE ONE, Section 14 as presently written is hereby amended as follows:

Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone, and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon Lot D and any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

2. ARTICLE ONE, Section 18 as presently written is hereby amended as follows:

Owner hereby creates the Carrietowne Association, which developer shall incorporate as a non-profit corporation of the same or a similar name (the "Association"). The Association shall be responsible for maintenance of the grounds of the Subdivision and for maintaining architectural control over the Subdivision after completion of construction and conveyance of title to all lots within the Subdivision.

Each owner of a Dwelling Unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such Dwelling Unit owned. Such vote shall be exercised only as set
forth hereinafter. The owners of Dwelling Unlts located on each individual lot within Carrietowne Plat 2 and Carrietowne Plat 3 (including owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be thirteen (13) such lot representatives, one for each lot in Carrietowne Plat 2 and one for each lot in Carrietowne Plat 3. A lot representative shall have one vote for each Dwelling Unit located on the lot he represents. He shall not be required to consult with the Dwelling Unit Owners of such lot, but shall be entitled to cast such votes in accordance with his own will. He may be replaced at any time by the Dwelling Unit Owners of such lot.

The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

a. Ground care for all outside areas within the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks, and parking lots including but not limited to maintenance and repair of the thirty feet (30') wide common drive as shown on the plat of Carrietowne Plat 2.
c. Miscellaneous items such as cleaning the eavestroughs, sweeping and removing snow from sidewalks, driveways and parking lots.

d. Legal and accounting services for the Association.

e. Such other activities and services as the members deem appropriate for the maintenance, conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among all of the dwelling units of the Association. If a dwelling unit owner refuses to pay any such assessment, the Condominium Association of the condominium in which he resides (if he resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit involved when a notice claiming claiming lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, the name or names of the owner or owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a Court in an action brought to discharge such lien. The Association, at its option may
enforce collection of delinquent assessments by suit at law or by foreclosure of the lien securing the assessment owners of each lot (the Condominium Association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures (including, but not limited to, antennas, air conditioning units or heat pumps, pipes, wires or the like serving such buildings). Provided, however, any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved by the Committee. Provided, further, the Association is empowered to require, upon a vote of three-quarters (3/4) of the votes of the Association, that a particular owner (Condominium Association, if a condominium is involved) perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the buildings involved. If such owner (Condominium Association, in the case of a condominium) refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth above to collect such assessments.

1. ARTICLE TWO, Section 5 as presently written is hereby amended as follows:

Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species shall be kept upon or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract. A dwelling unit owner may keep no more than two domestic animals (total weight of no more than 25 pounds) within his dwelling unit. The Association shall have the right to adopt reasonable regulations governing the keeping within
any dwelling of domestic dogs, cats, or other household pets calculated not to become a nuisance to the owners or inhabitants of Carrietowne Plat 2.

4. ARTICLE THREE, Section 8 as presently written is hereby amended as follows:

Owner reserves to itself, its successors and assigns, the right to grant an easement through all of Lots A, B, C and D as shown on the Plats of Carrietowne Plat 2 and Carrietowne Plat 3, for the benefit of all lot owners and dwelling unit owners, said easement to be for the following purposes:

Allowing owners of all dwelling units an open space use and recreational facilities for all of Lots A, B, C and D.

5. All other references in the aforesaid Declaration of Restrictions as to Carrietowne Plat 2 to "Carrietowne Plat 2" are hereby amended to include reference to both Carrietowne Plat 2 and Carrietowne Plat 3 and, other than as amended above, all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions are hereby imposed on Lots Numbers 12 through 18 both inclusive and Lot D, Carrietowne Plat 3 and each lot in said Carrietowne Plat 3 herinafter will be sold, conveyed, or transferred subject to the aforesaid Declaration of Restrictions and this First Amendment thereto.

IN WITNESS WHEREOF, LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, has caused this First Amendment to be signed by its Executive Vice President and Vice President on the day and year first above written.

WITNESSED:

Shelby Lamadoff

By: kenneth I. White, Sr. Executive Vice President

M. M. Gelman

By: John W. Martin, Vice President

Louisville Title Agency for N. W. Ohio, Inc., Trustee

85:305A06
Before me, a Notary Public in and for said county, personally appeared LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, by Kenneth I. White, Sr., Executive Vice President and John M. Martin, Vice President, who executed the foregoing instrument on behalf of said corporate trustee and who acknowledged that they did sign said instrument as officers of said corporate trustee, and that the same is their free act and deed and the free act and deed of said corporate trustee for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 2nd day of April, 1985.

[Signature]
Notary Public

This Instrument Prepared By:
William S. McCreedy, Esq.
Ritter, Boczek, Robinson & Marsh
240 Huron Street, Suite 610
Toledo, Ohio 43604
(419) 241-3213

RECEIVED &Recorded
APR 02 1985
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS AS TO
CARRIETOWNE PLATS 2 AND 3

Pursuant to the provisions of ARTICLE THREE, Section 10 of the Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the office of the County Recorder, Lucas County, Ohio, on April 4, 1984, at Instrument Record 84-363A01 through 84-363B01, both inclusive, and First Amendment to Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the office of the County Recorder, Lucas County, Ohio on April 2, 1985 at Instrument Record 85-305A01 through 85-305A07, both inclusive, wherein additional lands referred to as Carrietowne Plat 3 consisting of lots numbers 12 through 18, both inclusive, and Lot D were annexed and included as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the said Declaration of Restrictions, LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, hereinafter called, "Owner", hereby executes this Second Amendment to Declaration of Restrictions as to Carrietowne Plats 2 and 3 this 11th day of July, 1986, for the purpose of annexing and including additional lands as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the aforesaid Declaration of Restrictions and the aforesaid First Amendment thereto.

WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Carrietowne Plat 4" and described as follows:

Lots Numbers 19 through 27 both inclusive and Lots E, F, and G, Carrietowne Plat 4, a Subdivision in Sylvania Township, Lucas County, Ohio.

and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

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1. The subdivision of said land into nine (9) lots numbered consecutively from 19 through 27; and Lots E, F, and G;

2. The dedication to public use of certain streets and ways therein; and

3. The reservations of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner desires to submit the aforementioned lots in Carrietowne Plat 4 to all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions as to Carrietowne Plat 2 and the aforesaid First Amendment to Declaration of Restrictions annexing and including Carrietowne Plat 3 thereto including the amendments to the aforesaid Declaration of Restrictions hereinafter set forth below.

NOW, THEREFORE, Owner for itself, its successors and assigns does hereby amend the Declaration of Restrictions as to Carrietowne Plats 2 and 3 in order that Lots Numbers 19 through 27, both inclusive, and Lots E, F and G, Carrietowne Plat 4, a Subdivision in Sylvania Township, Lucas County, Ohio, be annexed to and be included as a part of the lots subject to the Declaration of Restrictions as to Carrietowne Plat 2 and the aforesaid First Amendment to Declaration of Restrictions annexing and including Carrietowne Plat 3 hereto subject however to the amendments set forth below:

1. ARTICLE ONE, Section 14 as presently written is hereby amended as follows:

Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in,
through, under and/or upon Lots E, F, and G and any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

2. ARTICLE ONE, Section 18 as presently written is hereby amended as follows:

Owner hereby creates the Carrietowne Association, which developer shall incorporate as a non-profit corporation of the same or a similar name (the "Association"). The Association shall be responsible for maintenance of the grounds of the Subdivision and for maintaining architectural control over the Subdivision after completion of construction and conveyance of title to all lots within the Subdivision.

Each owner of a Dwelling Unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such Dwelling Unit owned. Such vote shall be exercised only as set forth hereinafter. The owners of Dwelling Units located on each individual lot within Carrietowne Plats 2, 3 and 4 (including owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be twenty-two (22) such lot representatives, one for each lot in Carrietowne Plats 2, 3, and 4. A lot representative shall have one vote for each Dwelling Unit located on the lot he represents. He shall not be required to consult with the Dwelling Unit Owners of such lot, but shall be entitled to cast such votes in accordance with his own will. He may be replaced at any time by the Dwelling Unit Owners of such lot.
The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

a. Ground care for all outside areas within the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks, and parking lots including but not limited to maintenance and repair of the thirty feet (30') wide common drive as shown on the plat of Carrietowne Plat 2.

c. Miscellaneous items such as cleaning the eavestroughs, sweeping and removing snow from sidewalks, driveways and parking lots.

d. Legal and accounting services for the Association.

e. Such other activities and services as the members deem appropriate for the maintenance, conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among all of the dwelling units of the Association. If a dwelling unit owner refuses to pay any such assessment, the Condominium Association of the condominium in which he resides (if he
resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit involved when a notice claiming lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which become due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, the name or names of the owner or owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a court in an action brought to discharge such lien. The Association, at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the lien securing the assessment. The owners of each lot (the Condominium Association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures (including, but not limited to antennas, air conditioning units or heat pumps, pipes, wires or the like serving such buildings). Provided, however, any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved by the Committee. Provided, further, the Association is
empowered to require, upon a vote of three-quarter (3/4) of the votes of the Association, that a particular owner (Condominium Association, if a condominium is involved) perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the buildings involved. If such owner (Condominium Association, in the case of a condominium) refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth above to collect such assessments.

3. ARTICLE THREE, Section 8 as presently written is hereby amended as follows:

Owner reserves to itself, its successors and assigns, the right to grant an easement through all of Lots A, B, C, D, E, F, and G as shown on the Plats of Carrietowne Plats 2, 3, and 4 for the benefit of all lot owners and dwelling unit owners, said easement to be for the following purpose:

Allowing owners of all dwelling units an open space use and recreational facilities for all of Lots A, B, C, D, E, F, and G.

4. All other references in the aforesaid Declaration of Restrictions as to Carrietowne Plat 2 and the First Amendment thereto annexing and including Carrietowne Plat 3 to "Carrietowne Plat 2 and Carrietowne Plat 3" are hereby amended to include reference to Carrietowne Plats 2, 3, and 4 and, other than as amended above, all the terms, covenants, conditions, and restrictions contained in the aforesaid Declaration of Restrictions and First
Amendment thereto annexing and including Carrietowne Plat 3 are hereby imposed onto Lots Numbers 19 through 27 both inclusive and Lots E, F, and G, Carrietowne Plat 4 and each lot in said Carrietowne Plat 4 hereinafter will be sold, conveyed, or transferred subject to the aforesaid Declaration of Restrictions the said First Amendment and the Second Amendment thereto.

IN WITNESS WHEREOF, LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, has caused this First Amendment to be signed by its Executive Vice President and Vice President on the day and year first above written.

WITNESSED: LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE

By: [Signature]
Kenneth L. White, Sr.
Executive Vice President

By: [Signature]
John W. Martin
Vice President

STATE OF OHIO
COUNTY OF LUCAS

Before me, a Notary Public in and for said county, personally appeared LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, by Kenneth L. White, Sr., Executive Vice President and John W. Martin, Vice President, who executed the foregoing instrument on behalf of said corporate trustee and who acknowledged that they did sign said instrument as officers of said corporate trustee, and that the same is their free act and deed and the free act and deed of said corporate trustee for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 11th day of July, 1986.

Notary Public

This Instrument Prepared By:
William S. McCready, Esq.
240 Huron Street, Suite A-3
Toledo, Ohio 43604

RECEIVED & RECORDED
JUL 11 1986
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

86 0916B02
FIFTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AS TO THE CARRIETOWNE ASSOCIATION
PLATS 2, 3, 4, 5 AND 6

Pursuant to the provisions of ARTICLE THREE, Section 10 of the Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the office of the County Recorder, Lucas County, Ohio, on April 4, 1984, at Instrument Record 84-363A01 through 84-363B01, both inclusive, and First Amendment to Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the Office of the County Recorder, Lucas County, Ohio on April 2, 1985 at Instrument Record 85-305A01 through 85-305A07, both inclusive, wherein additional lands referred to as Carrietowne Plat 3 consisting of lots numbers 12 through 18, both inclusive, and Lot D were annexed and included as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the said Declaration of Restrictions, and the Second Amendment to the Declaration of Restrictions as to Carrietowne Plats 2 and 3 filed for Record in the Office of the County Recorder, Lucas County, Ohio on July 11, 1986 at Instrument Record 86-0916A08 through 86-0916B02, both inclusive, wherein additional lands referred to as Carrietowne Plat 4 consisting of Lot numbers 19 through 27, both inclusive, and Lots E, F, and G were annexed and included as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to said Declaration of Restrictions; and the Third Amendment to the Declaration of Restrictions as to Carrietowne Plats 2, 3 and 4.
THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS AS TO
CARRIETOWNE PLATS 2, 3 AND 4

Pursuant to the provisions of ARTICLE THREE, Section 10 of the Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the Office of the County Recorder, Lucas County, Ohio, on April 4, 1984, at Instrument Record 84-363A01 through 84-363B01, both inclusive; the First Amendment to Declaration of Restrictions as to Carrietowne Plat 2 filed for record in the Office of the County Recorder, Lucas County, Ohio on April 2, 1985 at Instrument Record 85-305A01 through 85-305A07, both inclusive, wherein additional lands referred to as Carrietowne Plat 3 consisting of lots numbers 12 through 18, both inclusive, and Lot D were annexed and included as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the said Declaration of Restrictions; and the Second Amendment to Declaration of Restrictions as to Carrietowne Plats 2 and 3 were filed for record in the Office of the County Recorder, Lucas County, Ohio on July 11, 1986 at Instrument Record 86-0916A08 through 86-0916B02, both inclusive, wherein additional lands referred to as Carrietowne Plat 4 consisting of lots numbers 19 through 27, both inclusive, and Lots E, F and G were annexed and included as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the said Declaration of Restrictions;

LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, hereinafter called "Owner", hereby executes this Third Amendment to Declaration of Restrictions as to Carrietowne Plats 2, 3 and 4 this 27th day of February, 1987, for the purpose of annexing and including additional lands as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the aforesaid Declaration of Restrictions and the aforesaid First and Second Amendments thereto.
WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Carrietowne Plat 5" and described as follows:

Lots Numbers 28 through 29 both inclusive and Lots H and I, Carrietowne Plat 5, a Subdivision in Sylvania Township, Lucas County, Ohio.

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into two (2) lots numbered consecutively from 28 through 29, and Lots H and I;
2. The dedication to public use of certain streets and ways therein; and
3. The reservations of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner desires to submit the aforementioned lots in Carrietowne Plat 5 to all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions as to Carrietowne Plat 2 and the aforesaid First and Second Amendments to Declaration of Restrictions annexing and including Carrietowne Plats 3 and 4 thereto including the amendments to the aforesaid Declaration of Restrictions hereinafter set forth below.

NOW, THEREFORE, Owner for itself, its successors and assigns does hereby amend the Declaration of Restrictions as to Carrietowne Plats 2, 3 and 4 in order that Lots Numbers 28 through 29 both inclusive and Lots H and I, Carrietowne Plat 5, a Subdivision in Sylvania Township, Lucas County, Ohio, be annexed to and be included as a part of the lots subject to the Declaration of Restrictions.
Restrictions as to Carrietowne 1a. 2 and the aforesaid First and Second Amendments to Declaration of Restrictions annexing and including Carrietowne Plats 3 and 4 hereto subject however to the amendments set forth below:

1. ARTICLE ONE, Section 14 as presently written is hereby amended as follows:

Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon Lots H and I and any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

2. ARTICLE ONE, Section 18 as presently written is hereby amended as follows:

Owner hereby creates the Carrietowne Association, which developer shall incorporate as a non-profit corporation of the same or a similar name (the "Association"). The Association shall be responsible for maintenance of the grounds of the Subdivision and for maintaining architectural control over the Subdivision after completion of construction and conveyance of title to all lots within the Subdivision.

Each owner of a Dwelling Unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such Dwelling Unit owned. Such vote shall be exercised only as set
forth hereinafter. The owners of Dwelling Units located on each individual lot within Carrietowne Plats 2, 3, 4, and 5 (including owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be twenty-two (22) such lot representatives, one for each lot in Carrietowne Plats 2, 3, 4, and 5. A lot representative shall have one vote for each Dwelling Unit located on the lot he represents. He shall not be required to consult with the Dwelling Unit Owners of such lot, but shall be entitled to cast such votes in accordance with his own will. He may be replaced at any time by the Dwelling Unit Owners of such lot.

The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

a. Ground care for all outside areas within the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks, and parking lots including but not limited to maintenance and repair of the thirty feet (30') wide common drive as shown on the plat of Carrietowne Plat 2.
c. Miscellaneous items such as cleaning the eave troughs, sweeping and removing snow from sidewalks, driveways and parking lots.

d. Legal and accounting services for the Association.

e. Such other activities and services as the members deem appropriate for the maintenance, conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among all of the dwelling units of the Association. If a dwelling unit owner refuses to pay any such assessment, the Condominium Association of the condominium in which he resides (if he resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit involved when a notice claiming lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, the name or names of the owner or owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a Court in an action brought to discharge such lien. The Association, at its option may
enforce collection of delinquent assessment by suit at
at law or by foreclosure of the lien securing the
assessment. The owners of each lot (the Condominium
Association, if a condominium is located on a lot) shall
be responsible for the maintenance and repair of the
structures (including, but not limited to antennas, air
conditioning units or heat pumps, pipes, wires or the like
serving such buildings). Provided, however, any changes
in the external decor of the buildings, any additions to
the buildings and any new construction must be approved by
the Committee. Provided, further, the Association is
empowered to require, upon a vote of three-quarter (3/4)
of the votes of the Association, that a particular owner
(Condominium Association, if a condominium is involved)
perform maintenance or repairs deemed by the Association
necessary to maintain the external appearance or the
structural integrity of the buildings involved. If such
owner (Condominium Association, in the case of a
condominium) refuses to perform such repairs, the
Association may cause the performance of such repairs, may
levy assessments therefor against the dwelling units
involved, and may use the enforcement procedures set forth
above to collect such assessments.

3. ARTICLE THREE, Section 8 as presently written is hereby amended
as follows:

Owner reserves to itself, its successors and assigns, the
right to grant an easement through all of Lots A, B, C, D,
E, F, G, H, and I as shown on the Plats of Carriestowne
Plates 2, 3, 4, and 5 for the benefit of all lot owners and

C

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dwelling unit owners, said easement to be for the following purpose:

Allowing owners of all dwelling units an open space use and recreational facilities for all of Lots A, B, C, D, E, F, G, H, and I.

4. All other references in the aforesaid Declaration of Restrictions as to Carrietowne Plats 2 and the First and Second Amendments thereto annexing and including Carrietowne Plats 3 and 4 to "Carrietowne Plats 2, 3, and 4, are hereby amended to include reference to Carrietowne Plats 2, 3, 4, and 5, and, other than as amended above, all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions and First and Second Amendments thereto annexing and including Carrietowne Plats 3 and 4 are hereby imposed onto Lots Numbers 28 through 29 both inclusive and Lots H and I. Carrietowne Plat 5 and each lot in said Carrietowne Plat 5 hereinafter will be sold, conveyed, or transferred subject to the aforesaid Declaration of Restrictions the said First, Second and Third Amendments thereto.

IN WITNESS WHEREOF, LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, has caused this Third Amendment to be signed by its Executive Vice President and Vice President on the day and year first above written.

WITNESSED:

LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE,

By: [Signature]

By: [Signature]

By: [Signature]
STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said county, personally appeared LOUISVILLE TITLE AGENCY FOR N. W. OHIO, INC., TRUSTEE, by Kenneth L. White, Sr., Executive Vice President and John W. Martin, Vice President, who executed the foregoing instrument on behalf of said corporate trustee and who acknowledged that they did sign said instrument as officers of said corporate trustee, and that the same is their free act and deed and the free act and deed of said corporate trustee for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my official seal this 27th day of February, 1987.

[Signature]

Notary Public

This Instrument Prepared By:
William S. McCreary, Esq.
Kitter, Boesel, Robinson & Marsh
240 Huron Street, Suite 610
Toledo, Ohio 43604
(419) 241-3213

RECEIVED & RECORDED
FEB 27 1987
153 AM
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

2200
Mail to Remnick Miller
2553 Olde Brookside Rd
To 43615

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FOURTH AMENDMENT TO
DECLARATION OF RESTRICTIONS AS TO
CARRIETOWNE PLATS 2, 3, 4, AND 5

Pursuant to the provisions of ARTICLE THREE, Section 10, of
the Declaration of Restrictions as to Carrietowne Plat 2 filed
for record in the Office of the County Recorder, Lucas County,
Ohio, on April 4, 1984, at Instrument Record 84-363A01 through
84-363B01, both inclusive; the First Amendment to Declaration of
Restrictions as to Carrietowne Plat 2 filed for record in the
Office of the County Recorder, Lucas County, Ohio, on April 2,
1985 at Instrument Record 85-305A01 through 85-305A07, both
inclusive, wherein additional lands referred to as Carrietowne
Plat 3 consisting of lots numbers 12 through 18, both inclusive,
and Lot D were annexed and included as a part of the lots and as
a part of the common areas for open space use and recreational
facilities subject to the said Declaration of Restrictions; and
the Second Amendment to Declaration of Restrictions as to
Carrietowne Plats 2 and 3 were filed for record in the Office of
the County Recorder, Lucas County, Ohio, on July 11, 1986 at
Instrument Record 86-0916A08 through 86-0916B02, both inclusive,
wherein additional lands referred to as Carrietowne Plat 4
consisting of lots numbers 19 through 27, both inclusive, and
Lots E, F and G were annexed and included as a part of the lots
and as a part of the common areas for open space use and
recreational facilities subject to the said Declaration of
Restrictions; and the Third Amendment to Declaration of
Restrictions as to Carrietowne Plat 5 was filed for record in the
Office of the County Recorder, Lucas County, Ohio, on February
27, 1987 at Instrument Record 87-353-E02 through 87-353-E09, both
inclusive, wherein additional lands referred to as Carrietowne
Plat 5 consisting of lots number 28 and 29, both inclusive, and
Lots H and I were annexed and included as a part of the lots and
as a part of the common areas for open space use and recreational facilities subject to the said Declaration of Restrictions;

Renwick N. Miller, unmarried, hereinafter called "Owner" and Louisville Title Agency for N.W. Ohio, Inc., Trustee, hereinafter called "Louisville" hereby execute this Fourth Amendment to Declaration of Restrictions as to Carrietowne Plats 2, 3, 4, and 5 this 24th day of March, 1988, for the purpose of annexing and including additional lands as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the aforesaid Declaration of Restrictions and the aforesaid First, Second and Third Amendments thereto.

WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Carrietowne Plat 6" and described as follows:

Lots numbers 30 and 31, both inclusive, and Lots J and K, Carrietowne Plat 6, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into two (2) lots numbered consecutively from 30 through 31; and Lots J and K;

2. The dedication to public use of certain streets and ways therein; and

3. The reservations of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner and Louisville desire to submit the aforementioned lots in Carrietowne Plat 6 to all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions as to Carrietowne Plat 2 and the aforesaid First, Second and Third Amendments to Declaration of Restrictions annexing and including Carrietowne Plats 3, 4, and 5 thereto including the amendments to the aforesaid Declaration of Restrictions hereinafter set forth below.
NOW, THEREFORE, Owner and Louisville for themselves, their heirs, successors and assigns do hereby amend the Declaration of Restrictions as to Carrietowne Plats 2, 3, 4, and 5 in order that Lots Numbers 30 and 31, both inclusive, and Lots J and K, Carrietowne Plat 6, a Subdivision in Sylvania Township, Lucas County, Ohio, be annexed to and be included as a part of the lots subject to the Declaration of Restrictions as to Carrietowne Plat 2, and the aforesaid First, Second and Third Amendments to Declaration of Restrictions annexing and including Carrietowne Plats 3, 4, and 5 hereto subject, however, to the amendments set forth below:

1. ARTICLE ONE. Section 14 as presently written is hereby amended as follows:

Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon Lots J and K and any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front of abut.

2. ARTICLE ONE. Section 18 as presently written is hereby amended as follows:

Owner hereby creates the Carrietowne Association, which Developer shall incorporate as a non-profit corporation of the same or a similar name (the "Association"). The Association shall be responsible for maintenance of the grounds of the Subdivision and for maintaining architectural control over the Subdivision after completion of construction and conveyance of title to all lots within the Subdivision.
Each Owner of a Dwelling Unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such Dwelling Unit owned. Such vote shall be exercised only as set forth hereinafter. The Owners of Dwelling Units located on each individual lot within Carrietowne Plats 2, 3, 4, 5, and 6 (including Owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be twenty-four (24) such lot representatives, one for each lot in Carrietowne Plats 2, 3, 4, 5, and 6. A lot representative shall have one vote for each Dwelling Unit located on the lot he represents. He shall not be required to consult with the Dwelling Unit Owners of such lot, but shall be entitled to cast such votes in accordance with his own will. He may be replaced at any time by the Dwelling Unit Owners of such lot.

The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

a. Ground care for all outside areas within the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks, and parking lots including but not
limited to maintenance and repair of the thirty feet (30') wide common drive as shown on the plat of Carrietowne Plat 2.

c. Miscellaneous items such as cleaning the eavestroughs, sweeping and removing snow from sidewalks, driveways and parking lots.

d. Legal and accounting services for the Association.

e. Such other activities and services as the members deem appropriate for the maintenance, conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among all of the dwelling units of the Association. If a dwelling unit owner refuses to pay any such assessment, the Condominium Association of the condominium in which he resides (if he resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit involved when a notice claiming lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, the name or names of the owner of owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and
satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a Court in an action brought to discharge such lien. The Association, at its option may enforce collection of delinquent assessment by suit at law or by foreclosure of the lien securing the assessment. The Owners of each lot (the Condominium Association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures (including, but not limited to antennas, air conditioning units or heat pumps, pipes, wires or the like serving such buildings). Provided, however, any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved by the Committee. Provided, further, the Association is empowered to require, upon a vote of three-quarters (3/4) of the votes of the Association, that a particular owner (Condominium Association, if a condominium is involved) perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the buildings involved. If such Owner (Condominium Association, in the case of a condominium) refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth above to collect such assessments.

3. ARTICLE THREE, Section 8 as presently written is hereby amended as follows:

Owner and Louisville reserve to themselves, their heirs, successors and assigns, the right to grant an easement through all of Lots A, B, C, D, E, F, G, H, I, J and K as shown on the Plats of Carriestowne Plats 2,
3, 4, 5, and 6 for the benefit of all lot owners and
dwelling unit owners, said easement to be for the
following purpose:
Allowing Owners of all dwelling units an open space use
and recreational facilities for all of Lots A, B, C, D,
E, F, G, H, I, J, and K.

4. All other references in the aforesaid Declaration of
Restrictions as to Carrietowne Plat 2 and the First, Second and
Third Amendments thereto annexing and including Carrietowne
Plats 3, 4, and 5 to Carrietowne Plats 2, 3, 4, and 5, are hereby
amended to include reference to Carrietowne Plats 2, 3, 4, 5, and
6, and, other than as amended above, all the terms, covenants,
conditions and restrictions contained in the aforesaid
Declaration of Restrictions and First, Second and Third
Amendments thereto annexing and including Carrietowne Plats 3, 4,
and 5 are hereby imposed onto Lots Numbers 30 through 31, both
inclusive, and Lots J and K. Carrietowne Plat 6 and each lot in
said Carrietowne Plat 6 hereinafter will be sold, conveyed, or
transferred subject to the aforesaid Declaration of Restrictions
and the said First, Second, Third and Fourth Amendments thereto.

IN WITNESS WHEREOF, Renwick N. Miller, unmarried, and
Louisville Title Agency for N.W. Ohio, Inc., Trustee, have caused
this Fourth Amendment to be signed individually and by its
Executive Vice President and Vice President on the day and year
first above written.

WITNESSED:

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO, INC., TRUSTEE

By: [Signature] Kenneth L. White, Sr.,
Executive Vice President

By: [Signature] John W. Martin
Vice President

Renwick N. Miller, unmarried
STATE OF OHIO       )
COUNTY OF LUCAS    ) SS:

Before me, a Notary Public in and for said county, personally appeared Renwick N. Miller, unmarried, individually, and Louisville Title Agency for N.W. Ohio, Inc., Trustee, by Kenneth I. White, Sr., Executive Vice President and John W. Martin, Vice President, who executed the foregoing instrument on behalf of said corporate trustee and who acknowledged that they did sign said instrument as officers of said corporate trustee, and that the same is their free act and deed and the free act and deed of said corporate trustee for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal this 22nd day of March, 1988.

Notary Public

This Instrument Prepared By:
William S. McCready, Esq.
Ritter, Boessel & Robinson
240 Huron Street, Suite 610
Toledo, Ohio 43604
(419) 241-3213

JOYCE SHAY
Notary Public, State of Ohio
My Commission Expires Nov. 22, 1991

RECEIVED & RECORDED

MAR 24 1988
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO