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.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
AS TO COUNTRY WALK COMMONS PLAT 1

Pursuant to the provisions of Article Three, Section 5, of the Declaration of Restrictions as to Country Walk Commons Plat 1 filed for record in the Office of the County Recorder, Lucas County, Ohio, on October 24, 1988, at Instrument Record 88-1573-D06 through 88-1573-D08, both inclusive, RENWICK N. MILLER (hereinafter called "Developer"), hereby executes this Second Amendment to Declaration of Restrictions to Country Walk Commons Plat 1 this 25th day of May, 1993, for the purpose of clarification of voting procedure at the Country Walk Commons Condominium Association meetings.

WITNESSETH:

WHEREAS, Developer has recorded the aforementioned Declaration of Restrictions which, as amended, affect real estate situated in the Township of Sylvania, Lucas County, Ohio, as follows:

Lots Numbers 1 through 9 both inclusive and Common Lots
C and D) and Buffer Lot AA and BB in Country Walk
Commons Plat 1, a Subdivision in Sylvania Township, Lucas
County, Ohio, and Lots Numbers 10 and 11 and E in Country
Walk Commons Plat 2, a Subdivision in Sylvania Township,
Lucas County, Ohio.

and;

WHEREAS, Developer reserved the right to change or modify the restrictions and covenants of the Declaration of Restrictions until conveyance of title of all of the lots within Country Walk Commons Plat 1, and Developer retains title to certain of the "Common Lots" in said plat; and

WHEREAS, a First Amendment to Declaration of Restrictions as to Country Walk Commons Plat 1 was filed for record in the Office of the County Recorder, Lucas County, Ohio on December 18, 1991 at Instrument Record 91-1934-B10 through 91-1934-C04, both inclusive; and

WHEREAS, pursuant to Article Three Section 10 of the initial Declaration of Restrictions, Developer has the right to construe and interpret the restrictions, and it has come to the Developer's attention that there is some ambiguity as to voting procedure at subdivision Association meetings; and

WHEREAS, Developer desires to clarify any ambiguities for the benefit of all owners affected by the restrictions.

NOW, THEREFORE, Developer, for himself, his heirs, successors and assigns does hereby amend the Declaration of Restrictions as to Country Walk Commons Plat 1 as follows:

ARTICLE ONE Section 18 is hereby amended at paragraph 2 of said Section 18 as follows:

Each owner of a Dwelling Unit 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 in each condominium development subject to this Declaration of Restrictions (including owner, if it owns one or more Dwelling Units in such condominium development) shall elect from among themselves one unit owner to represent them at Association meetings. Those condominium developments at the time of this Second Amendment are: Country Walk Commons 1, 2, 8 and 9 Condominium; Country Walk Commons 3 and 4 Condominium; Country Walk Commons 5, 6 and 7 Condominium; and Country

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Walk Commons 10 and 11 Condominium. There will be four (4) such condominium representatives, one for each condominium development subject to this Declaration of Restrictions. A condominium representative shall have one vote for each Dwelling Unit located in the condominium development he represents. He shall not be required to consult with the Dwelling Unit Owners of such condominium, 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 condominium. To the extent the Dwelling Unit Owners so desire, they may amend or modify the foregoing voting procedure set forth above in this paragraph by a majority vote of all Dwelling Unit Owners (one vote for each Dwelling Unit).

All other paragraphs of said Article One, Section 18 shall remain unchanged, and other than as amended above, all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions, as previously amended, shall remain unchanged.

IN WITNESS WHEREOF, Renwick N. Miller, Developer, has caused this Second Amendment to be signed on the day and year first written above.

In the Presence of:

[Signature]

Print Name: William S. McGraw

[Signature]

Print Name: Robert L. Kline

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

Before me, a Notary Public in and for said county, personally appeared RENWICK N. MILLER, individually, who executed the foregoing instrument and who acknowledged that he did sign said instrument, and that the same is his free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 28th day of May, 1993.

[Signature]

Notary Public

[Seal]

[Stamp]

MAY 28 1993
SUE RIOUX
RECEIVED & RECORDED
93 1484C08

Barkan & Robon
405 Spitzer Building
Toledo, Ohio 43604

MAY 28 1993
SUE RIOUX
RECEIVED & RECORDED
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DECLARATION OF RESTRICTIONS
AS TO
COUNTRY WALK COMMONS
PLAT 1

This Declaration, made and entered into by RENWICK N. MILLER, unmarried, hereinafter called "Owner", this 19th day of October, 1988.

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 "Country Walk Commons, Plat 1" described as follows:

Lots Numbers 1 through 9 both inclusive and Common Lots C and D, and Buffer Lots AA and BB, Country Walk Commons Plat 1, a Subdivision in Sylvania Township, Lucas County, Ohio.

WHEREAS, Owner has caused plats of the above described land to be prepared and recorded, which plats provide for:

1. The subdivision of said land into nine (9) lots consecutively from 1 through 9; and Common Lots C and D, and Buffer Lots AA and BB to be known as Country Walk Common, Plat 1, a Subdivision in Sylvania Township, Lucas County, Ohio.

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 his own benefit and for the benefit of all future owners and occupants of all or any part of Country Walk Commons, Plat 1, certain easements and rights in, over and to Country Walk Commons, Plat 1 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Country Walk Commons, Plat 1 and has
imposed certain restrictions on such lots in said Country Walk Commons, Plat 1.

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 Country Walk Commons, Plat 1 as an architecturally harmonious, artistic, and desirable residence district, Owner, for himself, his heirs and assigns, does hereby declare and stipulate that each lot in said Country Walk Commons, Plat 1 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 Renwick N. Miller, and Gene Patton. The initial members are appointed by the Owner, and may be replaced by him from time to time.

Section 2. The Committee described in Section 1 shall continue to function until construction on all lots in Country Walk Commons, Plat 1 have been completed and title to all such lots have 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 Country Walk Commons Condominium 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 Country Walk Commons
Condominium 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, basketball 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, locations, 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 Country Walk
Commons, Plat 1 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 Country Walk Commons Condominium 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 himself, his heirs and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the plat of Country Walk Commons, Plat 1 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 himself, his heirs 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 Country Walk Commons, Plat 1, 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.

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, 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 and 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 Country Walk Commons Condominium 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 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 Country Walk Commons, Plat 1 (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 nine (9) such lot representative(s), one for each lot in Country Walk Commons, Plat
1. 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 sidewalks and parking lots including but not limited to maintenance and repair of any access roads and driveways for ingress and egress which may hereafter be constructed by owner upon Lots C or D in Country Walk Commons, Plat 1.

c. Miscellaneous items such as 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, 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 dwelling unit owner within Country Walk Commons, Plat 1 perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the buildings involved. If such dwelling unit owner 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 Country Walk Commons, Plat 1.

Section 1. Each lot in Country Walk Commons, Plat 1 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 Country Walk Commons, Plat 1 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 Country Walk Commons, Plat 1 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 Country Walk Commons, Plat 1, 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 purposes 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 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 Country Walk Commons, Plat 1.

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, his
heirs or assigns, the right (a) to enter upon the land which, or
as to which, such violations 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 his heirs or assigns, or his 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 effect 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 Country Walk Commons, Plat 1.

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 his heirs and assigns.

Section 8. Owner reserves to himself, his heirs and assigns, the right to grant an easement through all of Common Lots C and D as shown on Country Walk Commons, Plat 1 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 access for roads and driveways for ingress and egress across and over all of Lots C and D.

Section 9. Owner reserves to himself, his heirs and assigns the right to grant and convey the two (2) foot Buffer Lots AA and BB to the Lucas County Commissioners on condition that the abutting right-of-way dedication is widened and extended beyond said Buffer Lots.

Section 10. 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 11. Owner presently contemplates the development of additional lands to be platted in the future for identical residential uses and purposes. Owner hereby reserves the right at any time within five (5) 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; provided, however, that Owner shall include as a part of the Common Area for open space such additional lands which may be annexed and shall be included as a part of the Common Areas for open space subject to this Declaration. 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 Country Walk Commons, Plat 1 does not represent or warrant that the aforesaid additional lands will be developed or that any final plats thereof will be filed.

IN WITNESS WHEREOF, Renwick N. Miller has caused this Declaration to be signed on the day and year first above written.

WITNESSED:

[Signatures]
STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public in and for said county, personally appeared Renwick N. Miller, unmarried, who executed the foregoing instrument and who acknowledge that he did sign said instrument, and that the same is his free act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19TH day of October, 1988.

[Signature]
Notary Public

This Instrument Prepared By:
William S. McCready, Esq.
Ritter, Boesel & Robinson
240 Huron Street, Suite 610
Toledo, Ohio 43604
(419) 241-3211

RECEIVED & RECORDED
OCT 24 1988

BILL COPELAND
RECORDE, LUCAS COUNTY, OHIO
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AT TO
COUNTRY WALK COMMONS PLAT 1

Pursuant to the provisions of ARTICLE THREE, Section 11 of the Declaration of Restrictions as to Country Walk Commons Plat 1 filed for record in the office of the County Recorder, Lucas County, Ohio on October 24, 1988, at Instrument Record 88-1573-C06 through 88-1573-D08, both inclusive, GENE PATTON, INC., hereinafter called "Owner" and RENWICK N. MILLER, hereinafter called "Developer", hereby execute this First Amendment to Declaration of Restrictions as to Country Walk Commons Plat 1 this 18th day of December, 1991, 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 "Country Walk Commons Plat 2" and described as follows:

Lots numbers ten (10) and eleven (11) and "E" in Country Walk Commons Plat 2, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Volume 130 of Plats, page 7.

and

WHEREAS, Developer 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 as ten (10) and eleven (11) and Lot E;
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, Developer has conveyed to Owner the said lots numbered consecutively as ten (10) and eleven (11) and Lot E by General Warranty Deed filed for record in the office of the County Recorder, Lucas County, Ohio, at Instrument Record 91-0433-A06; and
WHEREAS, Owner and Developer now desire to submit the aforementioned lots in Country Walk Commons Plat 2 to all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions as to Country Walk Commons Plat 1 including the amendments to the aforesaid Declaration of Restrictions hereinafter set forth below.

NOW, THEREFORE, Owner and Developer for themselves, their heirs, successors and assigns do hereby amend the Declaration of Restrictions as to Country Walk Commons Plat 1 in order that Lots numbers ten (10) and eleven (11) both inclusive and Lot E, Country Walk Commons Plat 2, 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 Country Walk Commons Plat 1 subject, however, to the amendments set forth below:

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

Owner and Developer reserve 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 E 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 and Developer hereby create The Country Walk Commons Condominium Association, which Owner and 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.

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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 Country Walk Commons Plat 1 and Country Walk Commons 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 eleven (11) such lot representatives, one for each lot in Country Walk Commons Plat 1 and one for each lot in Country Walk Commons 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.
c. Miscellaneous items such as 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) 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 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 Country Walk Commons Plat 1 and Country Walk Commons Plat 2.
4. ARTICLE THREE, Section 8 as presently written is hereby amended as follows:

Owner and Developer reserve to themselves, their heirs, successors and assigns, the right to grant an easement through all of Lots C, D and E as shown on the Plats of Country Walk Commons Plat 1 and Country Walk Commons Plat 2, 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 access for roads and driveways for ingress and egress across and over all of Lots C, D and E.

5. All other references in the aforesaid Declaration of Restrictions as to "Country Walk Commons Plat 1" are hereby amended to include reference to both Country Walk Commons Plat 1 and Country Walk Commons Plat 2 and, other than as amended above, all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions are hereby imposed onto Lots numbers ten (10) and eleven (11) both inclusive and Lot E. Country Walk Commons Plat 2 and each lot in said Country Walk Commons Plat 2 hereinafter will be sold, conveyed, or transferred subject to the aforesaid Declaration of Restrictions and this First Amendment thereto.

IN WITNESS WHEREOF, GENE PATTON, INC., OWNER, AND RENWICK N. MILLER, DEVELOPER, have caused this First Amendment to be signed on the day and year first above written.

WITNESSED: 

Robin L. Kine

Mandi A. Miller

GENE PATTON, INC.

By: Gene Patton, President

Renwick N. Miller
STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public in and for said county, personally appeared Gene Patton, President of Gene Patton, Inc., an Ohio Corporation, and Renwick M. Miller, individually, who executed the foregoing instrument on behalf of said corporation and individually and who acknowledged that they did sign said instrument as an officer of said corporation and individually, and that the same is their free act and deed and the free act and deed of said corporation and individual for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of December, 1991.

[Signature]

Notary Public

This Instrument Prepared By:
William S. McCreary, Esq.
810 First Federal Plaza
Toledo, Ohio 43624
(419) 241-3213

RECEIVED & RECORDED
DEC 18 1991

SUE RIOLX
RECORDE,LUCAS COUNTY,OHIO