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DECLARATION OF RESTRICTIONS
FOR
OAK VALLEY PARK

KNOW ALL MEN BY THESE PRESENTS, That Oak Valley, Inc., an Ohio Corporation, hereinafter referred to as the "Corporation", and the present owner of each and every of the lots known as #1 to #41 inclusive in the subdivision in Sylvania Township, Lucas County, Ohio, known as Oak Valley Park, the Plat of which is recorded in Volume 56, Pages 15 and 16 of the Record of Plats, Lucas County, Ohio, for the benefit and protection of itself and of each of the future owners of each of the lots in said Subdivision, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots hereinafter sold, conveyed or transferred by it, Oak Valley, Inc., including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and only one single residence may be erected on each lot. No building shall be erected, altered or placed on any lot other than (a) one single family dwelling house of not to exceed one and one-half stories and not more than 20 feet to its highest ridge height; a one story house shall have a minimum ridge height for the main section of 11 feet (11'), both measurements to be taken from the first floor level; (b) one private two, three or four car garage (which may be attached to the dwelling house, if desires); and (c) such other accessory buildings as may be permitted by the Architectural Control Committee. The main roof of all buildings shall be of the gable or the hip type. No dwelling shall be erected with a frontage
of less than seventy-five feet (75') overall which may include a two car garage.

2. ARCHITECTURAL CONTROL. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, prepared by a competent architect, showing the nature, kind, shape, height, materials, floor plan, color scheme, location and approximate cost of such structure or work to be done and the grading plat of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials, of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all oil tanks must be buried below ground level.

Owners of lots one to twelve (1-12) shall not be permitted to cut or remove the fence in the front of their property until house plans and landscape plans have been approved by the Architectural Control Committee and construction is completed. Prior to and during construction, owners may install wire gates of similar make and exact height and description as now erected, provided said gates are kept locked with padlocks at all times. Oak Valley, Inc. reserves the right, at any time, to block off any unsold lots and erect a fence enclosing said lots until they are sold.
3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifty feet (50') to the front lot line or nearer than fifty feet (50') to any side street. No building shall be located nearer than fifteen feet (15') to an interior lot line, except that no side yard exceeding two feet (2') shall be required for a detached garage or other permitted accessory building located one hundred twenty-five feet (125') or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than ten feet (10') to any rear lot line.

4. EASEMENTS. Oak Valley, Inc. hereby reserves for itself and for its successors and assigns, the right to use and permit the use of those portions of Oak Valley Park designated on the recorded Plat thereof as easements, utility easements and roads for the construction and maintenance of public and quasi-public utilities and functions.

All persons who now are or may hereafter become the owners or lessees of building plots in Oak Valley Park, and for so long as they are such owners or lessees shall have and are hereby granted the privilege of using that portion of lots one to nineteen (1-19) inclusive and twenty-one to twenty-six (21-26) inclusive designated on the Plat of Oak Valley Park as a "Ravine" for purposes of fishing, swimming and boating. Such privileges shall extend to but not beyond the ridge or top of said ravine. An easement is hereby reserved by Oak Valley, Inc. over said portions of lots one to nineteen (1-19) inclusive and twenty-one to twenty-six (21-26) inclusive, known as the "Ravine" for the purpose of granting the above stated uses and privileges and for the construction and maintenance of such installations as are deemed necessary or convenient by said Oak Valley, Inc. for the use of the ravine in the manner granted herein.
5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Any nuisances can be subject to a fine of fifty dollars ($50.00) for repeated performance of said nuisance, such fine to be paid to and to be imposed by and in the sole discretion of the Architectural Control Committee.

6. TEMPORARY STRUCTURES. No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The Architectural Control Committee shall be composed of the President and Secretary of Oak Valley, Inc.

All of the rights, powers, easements, estates, liens and charges given to the Corporation hereby may, if the Corporation should so desire, be assigned and transferred by it to a corporation or association that will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions hereof; and if at any time the owners of 90% of the lots in Oak Valley Park shall cause to be incorporated, under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws any and all owners of lots in Oak Valley Park may become members, and whose membership is limited to such lot owners only, and which by its regulations and by-laws shall afford to all said owners a voice in management and control of its affairs, according to the number of lots owned by each; the Corporation may, but is not required, convey to such corporation the rights, powers, titles, easements, estates, liens and charges aforesaid.

Any such assignment or transfer shall be made by proper instrument in writing in which the assignee or transferee shall join.
for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Corporation to the same extent as though it was named in the place and stead of the Corporation in this instrument; and the Corporation shall thereupon be released from all obligations and duties hereunder, except as to any lots still owned or held by it as to which lots its rights and liabilities shall be the same as though it had purchased them subject to the restrictions herein contained.

b. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed approved.

8. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

9. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

10. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

11. SIGNS. No signs, of any nature, may be erected in the Subdivision except those approved by the Architectural Control Committee.
12. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or cause or create nuisances.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, refuse or debris of any kind including leaves or grass clippings, be dumped, thrown or permitted to go into the ravine referred to in item #4 of this Declaration of Restrictions.

14. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of Lucas County. Approval of such system as installed shall be obtained from such authority.

15. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such system as installed shall be obtained from such authority. All septic tanks and leaching fields shall be located at the front of each residence.

16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway.
and stead of Oak Valley in the Restrictions.

7. Residents hereby consent to and accept the foregoing assignment and assume the obligations and duties under and pursuant to the Restrictions as aforesaid, subject to the provisions of this Agreement.

8. That portion of Oak Valley Park Subdivision lying east of the east boundary of Oak Park Drive and east of the east boundary of Lot No. 37 extended northerly to the north boundary of Valley Park Drive (60 feet wide), said portion being hereafter referred to as the "East Section", is owned wholly by Oak Valley, and will be excluded from the administration of the Restrictions by Residents; the Residents relinquish the privilege of using that portion of Lots (7-18) inclusive designated on the Plat of Oak Valley Park as a "Ravine" for the purposes of fishing, swimming, and boating and Oak Valley will be permitted to maintain a fence along the entire west boundary of the East Section, including that portion of the ravine lying east of the east boundary of Oak Park Drive; provided, however, to protect the balance of the allotment, the East Section shall be used for residential purposes only. No building shall be erected, altered or placed in the East Section other than (a) single-family dwelling houses of not to exceed one and one-half stories and not more than twenty (20) feet to its highest ridge height; and a one-story house shall have a minimum ridge height for the main section of eleven (11) feet, both measurements to be taken from the first floor level; (b) one private two-, three- or four-car garage (which may be attached to the dwelling house, if desired); and (c) such other accessory buildings as desired. The main roof of all buildings shall be of the gable or the hip type. No dwelling shall be erected with a frontage of less than seventy-five (75) feet overall, which may include a two-car garage.

9. In consideration of and to induce the acceptance of this assignment, Oak Valley will, without charge to Residents and/or the owners of lots in Oak Valley Park west of the east boundary of Oak
No tree shall be permitted to remain within such sitances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. No trailer of any type shall be parked, kept or stored on any lot in said Subdivision unless the same be parked, kept or stored in a garage or other accessory building which have been erected with the consent and approval of the Architectural Control Committee.

18. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

19. MAINTENANCE. All lots in Oak Valley Park shall hereafter be subject to an annual maintenance charge or assessment of not to exceed one-half cent (1/2¢) per square foot, based on the Dollar Value being 116.0 on the Bureau of Labor Statistics of Living Cost as of September, 1956, however, should said Living Cost Index increase substantially, the maximum assessment may be increased proportionally, which said maintenance charge or assessment shall be paid by the owners thereof, to Oak Valley, Inc. in equal installments in advance semi-annually on the first days of January and July in each and every year; and a lien upon all of said lots in said Oak Valley Park is created for the due and punctual payment of said charges and assessments.

In the event that any of said charges and assessments are not paid when due, Oak Valley, Inc. may, when and as often as such delinquencies occur, proceed by process of law to collect the amount thereof then due by foreclosure of said lien or otherwise and in such event shall be entitled to recover and have enforced against said premises a lien for its expenses in that behalf including its attorney fees.

In Computing square footage of any lot for the purposes of this section, the square footage shall be computed by the Corporation
in accordance with the spirit of this provision and in the light of the purpose to be accomplished, the resulting benefit to the lot in question, and the cost of maintenance to that lot with reference to other lots in Oak Valley Park; and any such computation so made by the Corporation in good faith shall be binding upon the owner of said lot and the owners of other lots in Oak Valley Park. In any event a written stipulation as to the square footage of any lot for the purpose of this section made by the Corporation to any lot owners shall be held to be conclusive and binding.

Said charge or assessment shall be levied against all lots in Oak Valley Park, whether owned by the Corporation or others, and shall be applied only towards the payment of the cost of the following charges, to wit: Lighting, cleaning and maintaining streets, including all grass plots and planted areas within the street lines thereof; collecting and disposing of rubbish, etc. in the right of ways or easements; caring for vacant and unimproved lots, seeding, sodding, cutting and removing grass and weeds therefrom and to any and all further things with reference to said vacant and unimproved lots and streets upon which they abut respectively as the Corporation in its uncontrolled discretion deems advisable or desirable; removing snow from streets, cleaning, maintaining and stocking the lake, contracting for watchman service; operating and maintaining storm water drains; for the expense incident to the examination and approval of plans of improvements upon lots as herein provided; to the enforcement of the restrictions herein contained; expense of maintaining the corporate organization of a successor corporation to the Corporation as herein-after provided; expense of collection by process of law of any delinquent assessments hereunder; and generally said fund may be applied to such other purposes as the Corporation in its uncontrolled discretion may deem to the best interest of the owners of lots in Oak Valley Park or residents therein.
The Corporation shall not be held to guarantee the payment of the assessments aforesaid, but will disburse the same in accordance with the terms and conditions hereof without profit to itself over and above the actual cost incurred by it in the administration of said fund.

Said annual assessments may be adjusted from year to year or may be discontinued by the Corporation as the interest of the property may in its judgment require, but in no event shall the charge in any one year exceed the above mentioned sum of one-half cent (1/2¢) per square foot as provided in item #19. The Corporation shall exercise its discretion and judgment as to the amount of said fund to be expended in connection with each of the purposes for which said fund is collected, and its decision in reference thereto shall be binding upon all parties interested; it does not guarantee the sufficiency of the fund aforesaid for the purposes hereinabove set forth or the workmanship involved and its liability in respect thereto shall be limited to the payment of its proper share thereof in proportion to the land owned by it and liability therefor.

These restrictions are drawn for the purpose of maintaining the highest degree of privacy in this Subdivision and of assuring the maintenance of a happy community.

Executed at Toledo, Ohio, this 19th day of February, 1957.

Signed by:  Oak Valley, Inc.

By Howard F. Crosby,
Its President.

By May K. Mars,
Its Secretary.

Two witnesses.

Acknowledged February 19, 1957 by said Company, by said Officers, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record February 19, 1957 and recorded in Volume 1832 of Mortgages, page 538.
AGREEMENT

IT IS AGREED among OAK VALLEY, INC., an Ohio corporation (hereinafter called "Oak Valley"), and RESIDENTS OF OAK VALLEY, INC., an Ohio corporation not for profit (hereinafter called "Residents"), as follows:

1. Oak Valley Park is a Subdivision in Sylvania Township, Lucas County, Ohio.

2. Said Subdivision is subject to a "Declaration of Restrictions for Oak Valley Park" (hereinafter referred to as the "Restrictions"), dated February 19, 1957, and recorded in Volume 1832 of Mortgages, page 538, Lucas County Records.

3. The Restrictions conferred upon Oak Valley, an Ohio corporation, the rights, powers, easements, estates, liens and charges set forth therein and the duty of administering same.

4. Paragraph 7 of the Restrictions provides in part as follows:

"All of the rights, powers, easements, estates, liens, and charges given to the Corporation hereby may, if the Corporation should so desire, be assigned and transferred by it to a corporation or association that will agree to assume said rights, power, duties and obligations and carry out and perform the same according to the terms, covenants, and conditions hereof; and if at any time the owners of 90% of the lots in Oak Valley Park shall cause to be incorporated, under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws any and all owners of lots in Oak Valley Park may become members, and whose membership is limited to such lot owners only, and which by its regulations and by-laws shall afford to all said owners a voice in management and control of its affairs, according to the number of lots owned by each; the Corporation may, but is
not required, convey to such corporation the rights, powers, titles, easements, estates, liens and charges aforesaid.

"Any such assignment or transfer shall be made by proper instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Corporation to the same extent as though it was named in the place and stead of the Corporation in this instrument; and the Corporation shall thereupon be released from all obligations and duties hereunder, except as to any lots still owned or held by it as to which lots its rights and liabilities shall be the same as though it had purchased them subject to the restrictions herein contained."

5. The owners of more than 90% of the lots in Oak Valley Park have caused to be formed an Ohio corporation not for profit known as Residents of Oak Valley, Inc. Said corporation has appropriate powers and under its regulations and by-laws any and all owners of lots in Oak Valley Park may become members. Said corporation's membership is limited to such lot owners only. Its regulations and by-laws afford all said owners a voice in the management and control of its affairs according to the number of lots owned by each. Said corporation further has appropriate powers to administer and enforce the Restrictions and will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions thereof.

6. Oak Valley hereby assigns and transfers to Residents all of the rights, powers, duties and obligations possessed by Oak Valley under and pursuant to the Restrictions, and Residents shall have the same rights and powers and be subject to the same obligations and duties as were given to and assumed by Oak Valley in the Restrictions to the same extent as though Residents was named in the place
Park Drive and west of the east boundary of Lot No. 37 extended northerly to the north boundary of Oak Valley Park Drive, continue to maintain the dam at the easterly boundary of the allotment in the creek which passes through Oak Valley Park and also continue in the spring of each year, at a time mutually acceptable to Oak Valley and Residents, to temporarily, lower the water in the creek by opening said dam to enable cleaning operations to be done by Residents in the portion of the creek in the allotment lying west of the east boundary of Oak Park Drive and by Oak Valley in the portions lying east of said Drive. In the event that a mutually acceptable time for such opening cannot be agreed upon, or if for any reason not limited by the foregoing said dam is not maintained or is not opened when Residents desire to clean the portion of the creek in the allotment lying west of the east boundary of Oak Park Drive, then Residents shall have the perpetual right, but not the obligation to maintain said dam and/or temporarily lower the water by opening the dam and shall have the reasonable right of ingress to and egress from said dam over the "East Section" to accomplish same and the aforesaid rights of Residents shall run with the land.

10. It is the intention of the parties that the obligation to maintain the dam and drop the level of the creek is a covenant running with the land and not an easement in gross. In the event of the sale of the lots by Oak Valley, the obligation to maintain the dam and drop the level of the creek will remain a charge on the land and not continue to bind Oak Valley.

IN WITNESS WHEREOF, Oak Valley, Inc. and Residents of Oak Valley, Inc. have executed this Agreement, this 1st day of June, 1971.

(Signed) OAK VALLEY, INC.

By Gary E. Graves, President

Swift C. Corwin, Assistant Secretary.
RESIDENTS OF OAK VALLEY, INC.
By R. H. Peirce, President
Nora S. Cary, Secretary.

Four witnesses. Two as to each signature. Acknowledged
June 1, 1971 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record June 11, 1971 and recorded in Volume
2353 of Mortgages, page 272.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR OAK VALLEY PARK

WHEREAS, Oak Valley, Inc., an Ohio corporation, (hereinafter referred to as "Developer"), subdivided and developed a Subdivision in Sylvania Township, Lucas County, Ohio, originally consisting of Lots Nos. 1 through and including 41, known as Oak Valley Park, the plat of which is recorded in Volume 56, Pages 15 and 16, of the Record of Plats, Lucas County, Ohio; and

WHEREAS, said Developer executed and recorded a certain DECLARATION OF RESTRICTIONS FOR OAK VALLEY PARK (hereinafter referred to as "Declaration") on February 19, 1957, which restrictions are recorded in Volume 1832, Page 538, et seq., of the Records of Mortgages, Lucas County, Ohio; and

WHEREAS, on or about April 14, 1964, Lots Nos. 7 through 18 inclusive and 38 through 41 inclusive of Oak Valley Park, a Subdivision in Sylvania Township, Lucas County, Ohio were vacated; and

WHEREAS, on or about August 14, 1970, Residents of Oak Valley, Inc., a non-profit Ohio corporation (hereinafter referred to as "the Residents") was established by owners of lots in Oak Valley Park Subdivision as of that date and under the Regulations and Bylaws of said corporation membership in said corporation is limited to, and open to owners of lots in Oak Valley Park Subdivision. The purpose of said corporation is to give the owners of individual lots a voice in the management and control of the affairs of the Subdivision; and

WHEREAS, pursuant to the provisions of paragraph 7 of the Declaration of Restrictions set forth in an Instrument dated June 1, 1971 (hereinafter referred to as "Agreement"), and recorded with the Lucas County Recorder in the Record of Mortgages, Volume 2352, Page 272, Developer assigned to the Residents, and the Residents accepted, all of the rights, powers, duties and obligations possessed by the Developer under the original Declaration of Restrictions (except the administration of restrictions on the lots then owned by the Developer in the
Eastern Section, as defined in said Agreement and certain easements affecting said Eastern Section); and

WHEREAS, said restrictions and covenants are by their terms to run with the land and be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from said date of execution and then be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then owners of the lots of said Subdivision has been recorded agreeing to the amendment of said restrictions and covenants; and

WHEREAS, a majority of the owners of the lots in Oak Valley Park Subdivision signed and adopted an AMENDMENT TO DECLARATION OF RESTRICTIONS FOR OAK VALLEY PARK (hereinafter referred to as "First Amendment"), which was received and recorded by the Lucas County Recorder on February 19, 1982 at Instrument Record 82-106A01, et seq.; and

WHEREAS, a majority of the owners of the lots in Oak Valley Park Subdivision have signed this SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS FOR OAK VALLEY PARK (hereinafter referred to as "Second Amendment"), and hereby consents to certain changes in said restrictions and covenants.

NOW, THEREFORE, in consideration of the premises and in consideration of the benefit and protection of the current and future owners of each of the lots in Oak Valley Park Subdivision, and in order to verify and update certain provisions of the Declaration and to provide a uniform plan for future development, use, occupancy, and enjoyment of Oak Valley Park Subdivision, the restrictions and covenants for said Subdivision shall hereafter read as follows and each lot and parcel in said Oak Valley Park Subdivision shall hereafter be conveyed by its current owner, his/her/their successors and assigns, subject to the restrictions as hereinafter set forth, to wit:

1. Reaffirmation. Except as otherwise specifically provided herein, the document previously identified as "Agreement" and the document previously identified as "First
Amendment" are hereby reaffirmed and incorporated by reference herein.

2. Severability. The invalidity of any of the restrictions and covenants of this "Second Amendment" whether by judgment, court order, other governmental act or otherwise, shall in no way affect any other provision contained in this "Second Amendment", and each and every other provision contained herein shall remain in full force and effect as if the invalid or ineffective provision had not been originally set forth herein.

3. Modification to "First Amendment". Paragraph 9 of the "First Amendment" is hereby amended to include above ground pools along with the other prohibitions contained in said paragraph of said "First Amendment".

4. Restatement of Paragraph 8 of "Agreement". Paragraph 8 of the "Agreement" is hereby terminated and rescinded and the following provision is hereby adopted in its place:

"That portion of Oak Valley Park Subdivision lying east of the east boundary of Oak Park Drive and east of the east boundary of Lot No. 37 extending northerly to the north boundary of Oak Park Drive (60 feet wide), said portion being hereafter referred to as the "East Section" is wholly owned by Oak Valley, and will be excluded from the administration of the restrictions by the residents of Oak Valley Park, and the said residents of Oak Valley Park hereby relinquish the privilege in using that portion of Lot Nos. 7 through 18, inclusive, designated on the plat of Oak Park Valley as a "ravine", for the purposes of fishing, swimming and boating, and Oak Valley will be permitted to maintain a fence consistent with the provisions of this "Second Amendment", provided, however, that the "East Section" shall be used solely for residential purposes as are consistent with the provisions of this "Second Amendment".

5. Modification to paragraphs 9 and 10 of "Agreement". It is the intent and purpose of this "Second Amendment" that that portion of Oak Valley Park Subdivision east of the east boundary of Oak Park Drive and east of the east boundary of Lot No. 37 extending northerly to the north boundary of Oak Valley Park Drive (60 feet wide), i.e., the "East Section" be hereafter excluded from the administration of the restrictions by the Residents and the property owners of Oak Valley Subdivision do hereby relinquish any and all right, title, claim or interest in and to the "Eastern Section" which includes Lot Nos. 7 through
and including 18, and Lot Nos. 38 through and including 41, which lots were heretofore vacated by instrument received for record on April 14, 1964 and recorded in Volume 1851 of Deeds, Page 478 in the Office of the Lucas County Recorder, provided, however, that notwithstanding the foregoing, the "Eastern Section" shall continue to be subject to and abide by paragraphs 9 and 10 of the "Agreement" together with the following requirements, all of which shall be deemed to run with the land:

A. The existing light pole(s), flower box(es) and other shrubs/trees located along the Eastern edge of Oak Park Drive and thus are actually within the so-called "Eastern Section" shall continue to be maintained and controlled by the Residents provided, however, that all necessary expenses associated therewith shall be borne by them.

B. No fence or other obstruction may be placed any closer to the easterly edge of Oak Park Drive than the existing fence, provided, further, that said fence shall hereafter be properly maintained by the owner(s) of the "Eastern Section" at their sole expense, and if replaced, any replacement shall be no higher than the existing fence, and shall be of equal or superior quality than the one which presently exists.

C. The owner(s) of the "Eastern Section" further agree(s) to regularly mow and otherwise maintain the existing grassy area east of the easterly boundary of Oak Park Drive and north of the northerly boundary of Valley Park Drive, which are extends approximately twenty-five (25) feet from the edge of said road to a rise in the existing topography of the area. All expenses pertaining to the foregoing, shall be borne by the owner(s) of said "Eastern Section".

D. The owner(s) of the "Eastern Section" further agree(s) that the existing development plan as submitted to and approved by the local planning and/or zoning agencies, a compilation of which is attached hereto, incorporated herein and marked Exhibit "A", shall be rigidly adhered to, and no major changes shall be made without the prior consent of Residents. For the purposes of this "Second Amendment", a major change in the development of the "Eastern Section" shall be deemed to include any increase in number of dwelling units or the character thereof. It is further agreed by the owner(s) of the "Eastern Section" that the so-called "perpetual open space" as indicated on said development plan shall not be altered in any material respect without the prior consent of Residents.

E. If, as and when the property presently being used by Conrail lying to the east of the "Eastern Section" is for whatever reason, acquired by or otherwise becomes incorporated into or controlled by said "Eastern Section", it is understood and agreed that any no portion of that property shall be used for further development of additional
dwelling units of whatsoever nature or description without the prior consent of Residents.

F. It is further understood and agreed that owner(s) of the "Eastern Section" shall undertake no act to artificially raise or lower the level of the existing Lake, or otherwise change or alter its present configuration or use, other than the lowering of said Lake as provided in paragraph 9 of the "Agreement" without the prior consent of Residents.

Executed by the undersigned owners of the Lots in Oak Valley Park Subdivision on the day and year indicated.

<table>
<thead>
<tr>
<th>OWNERS</th>
<th>DATE</th>
<th>LOTS</th>
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<tbody>
<tr>
<td>GERALD A. LACEY</td>
<td>1-4-69</td>
<td>Lot 1</td>
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<td>FOREST M. GOOD</td>
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<td>JACQUELINE L. ADAMS</td>
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<td>BERNICE H. HILTON</td>
<td>2-21-85</td>
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<tr>
<td>WARREN E. SMITH</td>
<td>2-12-85</td>
<td></td>
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<tr>
<td>ALICE K. SMITH</td>
<td>2-12-85</td>
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<tr>
<td>BETTY G. WARE</td>
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<tr>
<td>ELIZABETH S. FELTON</td>
<td>1-12-85</td>
<td></td>
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<tr>
<td>ROBERT J. LACIGAN</td>
<td></td>
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</tbody>
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Lots 7-18 and 38-41
Lot 19 and 1/3 of 21
1/3 of Lot 21 and 20
1/3 of Lot 21 and 22
Lot 23
WILLIS E. BROWN, JR.  1-12-85  Lot 24
MARIAN A. BROWN  1-12-85
MARGARET D. CAREY  1-21-85  Lot 25
Margaret K. Foss  2-1-85  Lot 26
MARGUERITE K. FOSS  2-2-85  Lot 27
ELVIN F. HUEBNER  2-2-85  Lot 28
LESTER FREEDMAN  2-2-85
FRANCES S. FREEDMAN  2-12-85  Lot 31
ROSEMARY MARRON  1-12-85  Lot 29
JOSEPH A. OLIVER  1-12-85  Lot 30
LORA M. OLIVER  1-12-85
DENA M. OLIVER  2-12-85  Lot 34
ALEX BERGMAN  1-12-85  Lot 32
ALEXANDRA BERGMAN  1-12-85
JAMES P. HOUTZ  1-12-85  Lot 35
DIANE L. HOUTE  1-12-85
ELIZABETH A. PEIRCE  1-12-85  Lot 36
JAMES A. HOOPER  2-2-85  Lot 37
CAROLYN M. HOOPER  2-2-85
STEVEN J. MIERIES, INC.  2-2-85
JONES K. THOMAS  2-12-85  Lot 38
ALICE F. THOMAS  2-2-85
VIRGINIA M. BAKER  2-2-85

WITNESSES

Lester Freedman, Frances S. Freedman, Rosemary Harroun, Joseph R. Oliver, Irma N. Oliver, Apollon Bergmann, Alexandra Bergmann, James F. Houtz, Diane L. Houtz, Elizabeth S. Peirce, Joseph R. Hooper, Carolyn M. Hooper, Steven J. Meyers, Inc., Joses K. Yuan, Alice P. Yuan and Virginia M. Baker were signed and/or acknowledged in the presence of the undersigned witnesses.

STATE OF OHIO

COUNTY OF LUCAS


IN WITNESS WHEREOF, I have hereunto subscribed my hand this 2nd day of February, 1985.

Fatima S. Ayyad
NOTARY PUBLIC

IN WITNESS WHEREOF, Renwick N. Miller, the owner of record, has hereby caused this Second Amendment to Declaration of Restrictions for Oak Valley Park to be executed by him this 2nd day of March, 1985.

Signed in the presence of:

Renwick N. Miller

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 2nd day of March, 1985 by Renwick N. Miller who acknowledged that he did voluntarily execute the within document as his free act and deed for the purposes therein stated.

RECEIVED & RECORDED

MAR 27, 1985 9:33 AM

WILLIAM T. COPELAND
RECORDER, LUCAS COUNTY, OHIO

2009

Call 419-524-9155 for a copy of this document. (See Val 106 pg 49 of Plat)
AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR OAK VALLEY PARK

WHEREAS, Oak Valley, Inc., an Ohio corporation,
hereinafter referred to as "Developer", subdivided and
developed a Subdivision in Sylvania Township, Lucas County,
Ohio, known as Oak Valley Park, the plat of which is recorded
in Volume 56, Pages 15 and 16, of the Record of Plats, Lucas
County, Ohio, and

WHEREAS, said Developer executed and recorded a
certain DECLARATION OF RESTRICTIONS FOR OAK VALLEY PARK on
February 19, 1957, which restrictions are recorded in Volume
1832, Page 538, et seq., of the Record of Mortgages, Lucas
County, Ohio, and

WHEREAS, on or about August 14, 1970, Residents of
Oak Valley, Inc., a non-profit Ohio corporation (hereinafter
referred to as "the Residents") was established by owners of
lots in Oak Valley Park Subdivision as of that date and under
the Regulations and Bylaws of said corporation membership
in said corporation is limited to, and open to owners of
lots in Oak Valley Park Subdivision. The purpose of said
corporation is to give the owners of individual lots a voice
in the management and control of the affairs of the Subdivision,
and

WHEREAS, pursuant to the provisions of paragraph 7
of the Declaration of Restrictions, by an Agreement dated
June 1, 1971, and recorded with the Lucas County Recorder
in the Record of Mortgages, Volume 2353, Page 272, Developer
assigned to the Residents, and the Residents accepted, all
of the rights, powers, duties and obligations possessed by
the Developer under the original Declaration of Restrictions
(except the administration of restrictions on the lots then
owned by the Developer in the Eastern Section, as defined
in said Agreement and certain easements affecting said
Eastern Section), and
WHEREAS, said restrictions and covenants are by their terms to run with the land and be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from said date of execution and then be automatically extended for successive ten (10) year periods unless an instrument signed by a majority of the then owners of the lots of said Subdivision has been recorded agreeing to the amendment of said restrictions and covenants, and

WHEREAS, a majority of the owners of the lots in Oak Valley Park Subdivision have signed this instrument and hereby consent to changes in said restrictions and covenants.

NOW, THEREFORE, in consideration of the premises and in consideration of the benefit and protection of the current and future owners of each of the lots in Oak Valley Park Subdivision and in order to verify and update certain provisions of the original DECLARATION OF RESTRICTIONS FOR OAK VALLEY PARK and to provide a uniform plan for the future development, use, occupancy, and enjoyment of Oak Valley Park, the restrictions and covenants for said Subdivision shall hereafter read as follows and each lot and parcel in said Oak Valley Park Subdivision shall hereafter be conveyed by its current owners, their successors and assigns, subject to the restrictions as hereinafter set forth, to-wit:

1. Term. These restrictions and covenants are to run with the land and shall be binding upon each and every owner of lots within Oak Valley Park Subdivision, the plat of which is recorded in Volume 56, Pages 15 and 16, of the Record of Plats, Lucas County, Ohio (hereinafter Subdivision), as of the date set forth below, and all persons claiming under or through them until February 19, 2001, at which time said restrictions and covenants shall automatically be extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part according to the procedures set forth in para-
2. Seversability. The invalidation of any of the restrictions and covenants herein by judgment or court order or other governmental act shall in no way affect any other provisions contained in this Declaration of Restrictions which other provisions shall remain in full and effect.

3. Architectural Control Committee. An Architectural Control Committee is hereby established, consisting of the President, the Vice President (or such Vice President as is designated by a majority of the Trustees, if there be more than one such officer) and the Secretary of the Residents. In the event of the death, absence, or disability of any Committee member or if the Committee is to act on a matter relating to the property of any Committee member, a substitute member shall be appointed by a majority of the Trustees of the Residents.

4. Approval. No building, fence, wall, basement, swimming pool, tennis court, hedge, or other enclosure, or any utility meter, or other structure of any sort, shall be erected, placed, or maintained, on any residential lot in said Subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made to any improvement on any such residential lot unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use and material of construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee, nor shall there be any subdivision, platting, replatting, splitting of lots, or change in the location of roads, public walkways, sidewalks, rights-of-way, easements over any parcel or lot, without the approval of the Architectural Control Committee in writing. The Architectural Control
Committee shall have the right to refuse to approve any such plans and specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all oil tanks, propane tanks, or gas tanks, must be buried below ground level.

5. Land Use And Building Type. No lot shall be used except for residential purposes and only one single residence may be erected on each lot. No building shall be erected, altered or placed on any lot other than (a) one single family dwelling house of not to exceed one and one-half stories and not more than 20 feet to its highest ridge height; a one story house shall have a minimum ridge height for the main section of 11 feet (11'), both measurements to be taken from the first floor level; (b) one private two, three or four car garage (which may be attached to the dwelling house, if desired); and (c) such other accessory buildings as may be permitted by the Architectural Control Committee. The main roof of all buildings shall be of the gable or the hip type. No dwelling shall be erected with a frontage of less than seventy-five feet (75') overall which may include a two car garage.

6. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifty feet (50') to the front lot line or nearer than fifty feet (50') to any side
street. No building shall be located nearer than fifteen feet (15') to an interior lot line, except that no side yard exceeding two feet (2') shall be required for a detached garage or other permitted accessory building located one hundred twenty-five feet (125') or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than ten feet (10') to any rear lot line.

7. Easements. Residents of Oak Valley, Inc., hereby reserves for itself and for its successors and assigns, the right to use and permit the use of those portions of Oak Valley Park designated on the recorded plat thereof as easements, utility easements and roads for the construction and maintenance of public and quasi-public utilities and functions.

All persons who now are or may hereafter become the owners or lessees of building lots in Oak Valley Park, and for so long as they are such owners or lessees, shall have and are hereby granted the privilege of using that portion of lots one to six (1 - 6) inclusive, lot nineteen (19), and lots twenty-one to twenty-six (21 - 26) inclusive designated on the Plat of Oak Valley Park as a "Ravine" for purposes of fishing, swimming and boating. Such privileges shall extend to, but not beyond, the ridge or top of said ravine. An easement is hereby reserved by the Residents over said portions of lots one to six (1 - 6) inclusive, lot nineteen (19), and lots twenty-one to twenty-six (21 - 26) inclusive, known as the "Ravine" for the purpose of granting the above stated uses and privileges and for the construction and maintenance of such installations as are deemed necessary or convenient by the Residents for the use of the ravine in the manner granted herein.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance
to the neighborhood.

Any nuisances can be subject to a fine of Fifty Dollars ($50.00) for repeated performance of said nuisance, such fine to be paid to and to be imposed by and in the sole discretion of the Architectural Control Committee.

9. Prohibition. No trailer, basement, tent, shack, garage, barn, housecar, travel trailer, travel home, bus, or other temporary shelter or housing device or camping vehicle or device, shall be maintained or used as a residence, temporarily or permanently, in said Subdivision.

10. Procedure of Architectural Control Committee. The committee's approval or disapproval as required in these restrictions and covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, then the same shall be deemed approved.

11. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

12. Signs. No signs, of any nature, may be erected in the Subdivision except those approved by the Architectural Control Committee.

13. Livestock And Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or cause or create nuisances.

14. Garbage And Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, refuse or debris of any kind including leaves or grass clippings, be dumped, thrown or permitted to go into the ravine referred to in item 7 of this Amendment to Declaration of Restrictions.
15. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of Lucas County. Approval of such system as installed shall be obtained from such authority.

16. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such system as installed shall be obtained from such authority. All septic tanks and leaching fields shall be located at the front of each residence.

17. Sight Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Storage Of Vehicles. No truck, boat, watercraft, aircraft, bus, tent, housecar, camper, trailer, travel trailer, travel home, motor home, inoperable vehicle, vehicle without current license plates, or other similar housing device, vehicle, camping vehicle or devise or equipment, shall be parked, kept, or stored for more than ten (10) days during any calendar year on any lot in the Subdivision, no matter
how frequently used, unless the same be parked, kept, or stored in the garage or other accessory building which has been erected with the consent and approval of the Architectural Control Committee.

19. Completion. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

20. Maintenance. All lots in Oak Valley Park (other than those in the Eastern Section as to which administration of these restrictions by the Residents is excluded under the provisions of the Agreement of June 1, 1971, referred to in the fourth "whereas clause" of this Amendment) shall be subject to an annual maintenance charge or assessment in an amount to be determined by a majority of the Trustees prior to each annual meeting and announced at such meeting prior to the election of successor Trustees under the Regulations and Bylaws of the corporation. In determining the total amount of assessments, the Trustees shall take into consideration the expenditures which have been made for maintenance, improvements, and other permitted purposes under these restrictions and covenants in the preceding year, and any unusual expenditures anticipated during the year ahead, together with provisions for the maintenance of a reasonable surplus in the corporate treasury for emergencies or unforeseen expenses. The amount of the assessment or charge for individual lots or groups of lots may vary, insofar as the Trustees in their discretion determine that specific items of expenditure were, or will be, primarily for the benefit of specific lots or groups of lots located in different areas of the Subdivision; provided, however, that charges and assessments relating to a particular improvement should be comparable for similarly situated lots.

In the event that any of said charges and assessments
are not paid when due, the Residents may, when and as often as such delinquencies occur, proceed by process of law to collect the amount thereof then due by foreclosure of said lien or otherwise and in such event shall be entitled to recover and have enforced against said premises a lien for its expenses in that behalf including its attorney fees.

Said charge or assessment shall be levied against all lots in Oak Valley Park, and shall be applied only towards the payment of the cost of the following charges, to-wit: lighting, cleaning and maintaining streets, including all grass plots and planted areas within the street lines thereof; collecting and disposing of rubbish, etc. in the right-of-ways or easements; caring for vacant and unimproved lots, seeding, sodding, cutting and removing grass and weeds therefrom and to any and all further things with reference to said vacant and unimproved lots and streets upon which they abut respectively as the corporation in its uncontrolled discretion deems advisable or desirable; removing snow from streets, cleaning, maintaining and stocking the lake, contracting for watchman service; maintaining storm water drains; for the expense incident to the examination and approval of plans of improvements upon lots as herein provided; to the enforcement of the restrictions herein contained; expense of maintaining the corporate organization of a successor corporation to the corporation as hereinafter provided; expense of collection by process of law of any delinquent assessments hereunder; and generally said fund may be applied to such other purposes as the Trustees of the Residents in their discretion may deem to the best interest of the owners of lots in Oak Valley Park or residents therein.

Said annual assessments may be adjusted from year to year or may be discontinued by the Trustees of the Residents as the interest of the property may in their judgment require.

21. Amendments. These amendments to the DECLARATION
OF RESTRICTIONS FOR OAK VALLEY PARK may be amended in whole or in part, from time to time prior to, or upon the expiration of, the term hereof or any extension hereof by the execution and filing of an instrument signed by a majority of the then owners of the lots in said Subdivision agreeing to a said change or amendment thereto.

22. Reaffirmation. The Agreement, dated June 1, 1972, between the Developer and Residents of Oak Valley, Inc., recorded with the Lucas County Recorder in the Record of Mortgages, Volume Z353, Page 272, is reaffirmed hereby and incorporated by reference herein, and nothing contained in this Amendment To Declaration Of Restrictions For Oak Valley Park is intended, nor shall anything herein be construed, to conflict with, or alter, the provisions of said Agreement or the rights and obligations of the parties thereto or of their successors and assigns.

These restrictions are drawn for the purpose of maintaining the highest degree of privacy in this Subdivision and of assuring the maintenance of a happy community.

Executed by the undersigned owners of lots in Oak Valley Park Subdivision on the day and year indicated.

 Owners                              Date      Lots

(a) Gerald B. Lackey                   1-4-82      Lot 1

(b) Forest M. Good                     12-17-81    Lot 2
   v. Hazel E. Wood

(c) Jessie M. Adams                    Lot 3
   v. Jesse L. Adams                   12-15-81

(d) George C. Hillinger               Lot 4
   v. Helen Hillinger
-1-1-

-82 108A11-
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<td>Lester Freedman</td>
<td>12/1/81</td>
<td>Lot 28</td>
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<td>Frances S. Freedman</td>
<td>12/1/81</td>
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<tr>
<td>Rosemary Harroun</td>
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<td>Joseph R. Oliver</td>
<td>12/8/81</td>
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<td>Irma N. Oliver</td>
<td>12/8/81</td>
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</tr>
<tr>
<td>Apollo Bergmann</td>
<td>12/14/81</td>
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<td>Alexandra Bergmann</td>
<td>12/14/81</td>
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<td>Elizabeth A. Pierce</td>
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<td>Alice P. Yuan</td>
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<tr>
<td>Virginia M. Baker</td>
<td>12/12/81</td>
<td>Lot 37</td>
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WITNESSES


Jessie M. Adams
ROSS CAREY

Elvin F. Myers
WILLIS E. BROWN, JR.

The signature of Willis E. Brown, Jr., was signed and/or acknowledged in the presence of the undersigned witnesses.

ROSS CAREY

JEFFREY A. NELSON

ACKNOWLEDGEMENT

State of Ohio )
Lucas County ) ss


IN WITNESS WHEREOF, I have hereunto subscribed my hand this 21st day of January, 1982.

Fatima E. Begheen, Notary Public
Notary Public, State of Ohio
My Commission Expires June 30, 1982

-82 108601
IN WITNESS WHEREOF, The Seascape Building Co., Inc. has caused this Amendment to Declaration of Restrictions for Oak Valley Park to be executed on its behalf by its duly authorized officer this 18th day of February, A.D., 1982.

Signed in the Presence of:

W. Scott Ramsey
Laura A. Spano

THE SEASCAPE BUILDING CO., INC.

by Esther M. Riester, Assistant Secretary

STATE OF OHIO

) SS:

LUCAS COUNTY

The foregoing instrument was acknowledged before me this 18th day of February, A.D., 1982, by Esther M. Riester, Assistant Secretary, of The Seascape Building Co., Inc., an Ohio Corporation, on behalf of the corporation.

M. Scott Ramsey, Attorney at Law
Notary Public - State of Ohio
My Commission Does Not Expire

RECEIVED • RECORDED
FEB 19 1982 11:20 am

SANDY ISENBORG
RECORDED, LUCAS COUNTY, OHIO

Boo's Box 82 108302