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SHADOW LAKE
CONDOMINIUM
PLAT 1

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18530

DECLARATION OF RESTRICTIONS

AS TO

SHADOW LAKE CONDOMINIUMS PLAT 1

This Declaration, made and entered into by RENWICK W. MILLER
hereinafter called "Developer", this  \_/\ day of July, 1986.

WITNESSETH:

WHEREAS, Developer holds title in fee simple to a certain parcel of
land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter
referred to as "Shadow Lake Condominiums Plat 1" and described as follows:

Lots Numbers 1 through 4, both inclusive, and
Lot A Shadow Lake Condominiums, a Subdivision in
Sylvania Township, Lucas County, Ohio.

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 four (4) lots
   numbered consecutively from 1 through 4; and Lot A;

2. The creation of a non-exclusive easement for access
   over the ("Common Drive") private drive to Sylvania
   Avenue; and

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

WHEREAS, Developer has established for his own benefit and for the
benefit of all future owners and occupants of all or any part of Shadow Lake
Condominiums Plat 1 certain easements and rights in, over and to Shadow Lake
Condominiums Plat 1 and certain restrictions upon the manner of use,

improvement and enjoyment of the aforementioned lots in Shadow Lake
Condominiums Plat 1 and has imposed certain restrictions on such lots in said
Shadow Lake Condominiums 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 Shadow Lake Condominiums Plat I as an architecturally harmonious, artistic, and desirable residence district, Developer, for himself, his heirs and assigns, does hereby declare and stipulate that each lot in said Shadow Lake Condominiums Plat I 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, Gene Patton and Gary L. Grup. The initial members are appointed by the Developer, 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 Shadow Lake Condominiums Plat I has been completed and title to all such lots has been conveyed from Developer 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 Shadow Lake 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 Shadow Lake 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, 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 thereof have been approved in writing by the Committee.

Section 4. Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Section 5. Such plans and specifications shall be furnished to the Committee in sufficient numbers so that the Committee can retain a true copy thereof with its records.

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

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

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

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

Section 10. Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences, walls or hedges being allowed only with Committee approval. Such master plan for landscaping shall be filed with the Carriestowne Association, as hereinafter created.
Section 11. Developer 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. Developer 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 Shadow Lake Condominiums Plat I 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. Developer 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 Shadow Lake Condominiums Plat I, over or upon which any of the above-mentioned easements will be or have been granted.

Section 14. Developer 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. Developer reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

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

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

Section 18. Developer hereby creates The Shadow Lake 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 (a single family dwelling or a condominium) 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 Shadow Lake Condominiums Plat 1 (including developer, if he 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 four (4) such lot representatives, one for each lot in Shadow Lake Condominium 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 driveways, sidewalks, walls, and parking lots including but not limited to maintenance and repair of the "Common Drive" as shown on the plat of Shadow Lake Condominiums Plat 1.

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

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

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

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

ARTICLE TWO

The following restrictions shall apply to all lots in Shadow Lake Condominiums Plat 1.

Section 1. Each lot in Shadow Lake Condominiums 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 Shadow Lake Condominiums 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 Shadow Lake Condominiums 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 Shadow Lake Condominiums 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 purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device (including signs advertising the sale of a residence or lot) shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Committee first having been obtained. The right is reserved by Developer 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 and dwelling of domestic dogs, cats, or other household pets calculated not to become a nuisance to the owners or inhabitants of Shadow Lake Condominiums 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 Developer 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 Developer 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 Developer, his heirs or assigns, the right (s) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner(s) of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as
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. Developer 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 Shadow Lake Condominiums Plats 1.

Section 6. A violation of any of the rules and regulations adopted by Developer 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.

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Section 7. The rights, privileges and powers herein retained by Developer shall be assignable and shall inure to the benefit of his heirs and assigns.

Section 8. Developer reserves to himself, his heirs and assigns, the right to grant an easement through all of Lot A as shown on the Plat of Shadow Lake Condominiums 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 recreational facilities for all of Lot A.

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

Section 10. Developer presently contemplates the development of additional lands to be known as Shadow Lake Condominiums Plat 2 for identical residential uses and purposes. Developer hereby reserves the right at any time within ten (10) years of the date of this Declaration to amend this Declaration in such respects as Developer may deem advisable in order that such additional lands which may be developed by Developer, may be annexed and be included as a part of the lots subject to this Declaration or as a part of the Common Areas for open space use and recreational facilities. Each owner of a lot, or Dwelling Unit and his mortgagees by acceptance of a deed conveying ownership of such lot or Dwelling Unit or a mortgage encumbering the ownership of such lot, or Dwelling Unit, as the case may be, thereby consents to and approves the provisions of this section including, without limiting the generality of the foregoing, the amendment of this Declaration in the manner above provided, and all such owners and their mortgagees, upon request of Developer shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Developer to be necessary or proper to effectuate said provisions. Developer by his execution and recording of this Declaration and the platting of Shadow Lake Condominiums Plat 1 does not represent or warrant that the aforesaid additional lands will be developed or that any final plat thereof will be filed.
IN WITNESS WHEREOF, RENWICK N. MILLER, has caused this Declaration to be signed on the day and year first above written.

WITNESSED:

[Signature]

STATE OF OHIO   
COUNTY OF LUCAS

Before me, a Notary Public in and for said county, personally appeared Renwick N. Miller, unmarried, 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 July, 1986.

[Signature]

Notary Public

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RECORDER, LUCAS COUNTY, OHIO

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86 0916E02
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AS TO SHADOW LAKE CONDOMINIUMS PLAT 1

Pursuant to the provisions of ARTICLE THREE, Section 10 of the Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 filed for record in the office of the County Recorder, Lucas County, Ohio, on July 11, 1986, at Instrument Record 86-0916D02 through 86-0916E02, both inclusive, Renwick N. Miller, unmarried, hereinafter called "Developer", and Gary L. Grup, unmarried, and Whispering Pines Building Co., an Ohio Corporation, hereinafter sometimes called "Owners", hereby execute this First Amendment to Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 this 10th day of September, 1987, for the purpose of annexing and including additional lands as a part of the lots and as a part of the common areas for open space use and recreational facilities subject to the aforesaid Declaration of Restrictions.

WITNESSETH:

WHEREAS, Developer and Owners hold title in fee simple (having acquired title to same pursuant to the following instruments recorded at the office of the Lucas County, Ohio Recorder: 84-486-E03, 86-318-E02, 86-341-E11, and 87-0036-B07) to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Shadow Lake Condominiums Plat 1" and described as follows:

Lots Numbers 1 through 4, both inclusive, and Lot A Shadow Lake Condominiums, a Subdivision in Sylvania, Township, Lucas County, Ohio.

WHEREAS, Developer holds title in fee simple (having acquired title to same pursuant to the following instrument recorded at the office of the Lucas County, Ohio Recorder: 84-486-E03) to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Shadow Lake Condominiums Plat 2" and described as follows:
Lot Number 5 Shadow Lake Condominiums Plat 2, a Subdivision in Sylvania Township, Lucas County, Ohio.

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 one (1) lot numbered Lot 5;

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

3. The establishment of a certain private drive to be known as Shadow Lake Court; and

WHEREAS, Developer desires to submit the aforementioned Lot 5 in Shadow Lake Condominiums Plat 2 to all the terms, covenants, conditions and restrictions contained in the aforesaid Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 including the amendments to the aforesaid Declaration of Restrictions hereinafter set forth below.

NOW, THEREFORE, Developer and Owners, for themselves, their heirs, successors and assigns do hereby amend the Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 in order that Lot Number 5, Shadow Lake Condominiums 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 Shadow Lake Condominiums Plat 1 subject however to the amendments set forth below:

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

   Developer reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under
and/or upon Lot 5 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
deleted in its entirety and The Shadow Lake Condominium
Association (the "Association") as created thereunder shall
terminate; provided however, that the Association created
hereafter shall be responsible for maintenance of the grounds of
Shadow Lake Condominiums Plats 1 and 2 and for such other
responsibilities and duties as are hereinafter conferred upon
said Association by the recodification of a certain Declaration of
Condominium Ownership of Shadow Lake Condominiums for the
following described real property, to wit:

Lots Numbers 1 through 4, both inclusive, and Lot A
Shadow Lake Condominiums, a Subdivision in Sylvania
Township, Lucas County, Ohio.

and

Lot Number 5 Shadow Lake Condominiums Plat 2, a
Subdivision in Sylvania Township, Lucas County, Ohio.

3. All other references in the aforesaid Declaration of
Restrictions to "Shadow Lake Condominiums Plat 1" are hereby
amended to include reference to both Shadow Lake Condominiums
Plat 1 and Shadow Lake Condominiums 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 Lot Number 5, Shadow Lake
Condominiums Plat 2 and said Lot 5 in said Shadow Lake
Condominiums Plat 2 hereinafter will be sold, conveyed, or
transferred subject to the aforesaid Declaration of Restrictions
and this First Amendment thereto.

IN WITNESS WHEREOF, Renwick N. Miller, unmarried, Developer,
Gary L. Grup, unmarried, and Whispering Pines Building Co.
an Ohio Corporation, Owners, have caused this First Amendment to be duly executed on the day and year first above written.

WITNESSED AS TO
RENWICK N. MILLER:

Robert L. King

Renwick N. Miller

WITNESSED AS TO
GARY L. GRUP:

Robert L. King

Gary L. Grup

WITNESSED AS TO
WHISPERING PINES BUILDING CO.
AN OHIO CORPORATION:

Robert L. King

By: Len Potter Ph

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Renwick N. Miller, unmarried, who acknowledged that he did sign the foregoing 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 3, day of September, 1987.

WHISPERING PINES BUILDING CO.

By: Daniel H. Miller

Notary Public

WILLIAM G. MCCREADY

NOTARY PUBLIC STATE OF OHIO

My Commission Exp. November 6, 1998

SECTION 14-7L-02

87 1730E04
STATE OF OHIO } SS:
COUNTY OF LUCAS }

Before me, a Notary Public in and for said County, personally appeared the above named, Gary L. Grup, unmarried, who acknowledged that he did sign the foregoing 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 ___ day of ____, 1987.

[Seal]
Notary Public

STATE OF OHIO } SS:
COUNTY OF LUCAS }

Before me a Notary Public in and for said County, personally appeared Whispering Pines Building Co., by Gary Grup, President, and Bernard N. Miller, Vice President, who executed the foregoing instrument on behalf of said corporation and who acknowledged that they did sign said instrument as officers of said corporation, and that the same is their free act and deed and the free act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal this ___ day of ____, 1987.

[Seal]
Notary Public

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

RECEIVED & RECORDED
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BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS AS TO
SHADOW LAKE CONDOMINIUMS PLATS 1 AND 2

Pursuant to the provisions of ARTICLE THREE, Section 5 of the Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 filed for record in the office of the County Recorder, Lucas County, Ohio, on July 11, 1986, at Instrument Record 86-0916-D02 through 86-0916-E02, both inclusive, Renwick N. Miller, unmarried, hereinafter called "Developer", and Gary L. Grup, unmarried, Whispering Pines Building Co., an Ohio Corporation, and Gleneagles Custom Builders, Inc., an Ohio Corporation and Royce C. Haddad and Helen N. Haddad, husband and wife, hereinafter sometimes collectively called "Owners", hereby execute this Second Amendment to Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 and 2 this day of December, 1987, for the purpose of further defining the open space use and recreational facilities for all of Lot A for the benefit and protection of all owners.

WITNESSETH:

WHEREAS, Developer and Owners hold title in fee simple (having acquired title to same pursuant to the following Instruments recorded at the office of the Lucas County, Ohio Recorder: 84-486-E03, 86-318-B02, 86-341-B11, 87-0036-B07, 87-540-B10, 87-541-C07, 87-541-C11 and 87-555-E01) to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Shadow Lake Condominiums Plat" and described as follows:

Lots Numbers 1 through 4, both inclusive, and Lot A, Shadow Lake Condominiums Plat 1, a Subdivision in Sylvania Township, Lucas County, Ohio.

WHEREAS, Developer and Owners hold title in fee simple (having acquired title to same pursuant to the following Instrument recorded at the office of the Lucas County, Ohio Recorder: 84-486-E03 and 87-540-B10) to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio,
hereinafter referred to as "Shadow Lake Condominiums Plat 2" and described as follows:

Lot Number 5 Shadow Lake Condominiums Plat 2, a Subdivision in Sylvania Township, Lucas County, Ohio.

and

WHEREAS, Developer and Owners have heretofore submitted the aforementioned Lot 5 in Shadow Lake Condominiums Plat 2 to all the terms, covenants, conditions and restrictions contained in the Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 in First Amendment to Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 ("First Amendment") filed for record in the office of the County Recorder, Lucas County, Ohio, on September 18, 1987, at Instrument Record 87-1730-B01.

NOW, THEREFORE, Developer and Owners, for themselves, their heirs, successors and assigns do hereby amend the Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 and "First Amendment" as follows:

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

Developer reserves to himself, his heirs and assigns, the right to grant an easement through all of Lot A as shown on the Plat of Shadow Lake Condominiums 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 recreational facilities for all of Lot A. Lot A is hereby designated as, and shall become a part of, the common area as that term is defined in the Declaration of Condominium Ownership for Shadow Lake Condominium recorded at Instrument Record 87-450-B08 through 87-451-B02 both inclusive, and 87-451-B03 through 87-451-C01, both inclusive, Lucas County, Ohio, Records. As such common area, Lot A shall remain, as nearly as practicable, in its present natural unaltered state as the same presently exists; subject however to such landscaping and construction of improvements including, but not limited to steps, docks, walkways, gazebos or other similar type of man-made improvements as are hereafter agreed upon by Shadow Lake Condominium Association and, further subject to the Declaration of Restrictions as to Shadow Lake Condominiums Plat 1 and any and all amendments thereto and the said Declaration of Condominium Ownership for Shadow Lake Condominium.
2. All other references in the aforesaid Declaration of Restrictions to "Shadow Lake Condominiums Plat 1" and "First Amendment" other than as amended above, are hereby reaffirmed and reconfirmed.

IN WITNESS WHEREOF, Renwick H. Miller, unmarried, Developer, Gary L. Grup, unmarried, Whispering Pines Building Co., an Ohio Corporation, Glen Eagles Custom Builders, Inc., an Ohio Corporation, and Royce C. Haddad and Helen H. Haddad, husband and wife, have caused this Second Amendment to be duly executed the day and year first above written.

WITNESSED AS TO
RENWICK H. MILLER:

Gary L. Grup

WITNESSED AS TO
GARY L. GRUP:

WITNESSED AS TO
WHISPERING PINES BUILDING CO.
AN OHIO CORPORATION:

By: Gene Patton, President
By: Renwick H. Miller
Vice President

WITNESSED AS TO
GLENEAGLES CUSTOM BUILDERS, INC.
AN OHIO CORPORATION:

By: Gary L. Grup, President

WITNESSED AS TO
ROYCE C. HADDAD AND
HELEN H. HADDAD

By: Renwick H. Miller
By: Helen H. Haddad
STATE OF OHIO  )  SS:
COUNTY OF LUCAS  )

Before me, a Notary Public in and for said County, personally appeared the above-named, Renwick N. Miller, unmarried, who acknowledged that he did sign the foregoing 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 24th day of December, 1997.

[Signature]
Notary Public

STATE OF OHIO  )  SS:
COUNTY OF LUCAS  )

Before me, a Notary Public in and for said County, personally appeared the above-named, Gary L. Grup, unmarried, who acknowledged that he did sign the foregoing 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 24th day of December, 1997.

[Signature]
Notary Public

STATE OF OHIO  )  SS:
COUNTY OF LUCAS  )

Before me a Notary Public in and for said county, personally prepared Whispering Pines Building Co., by Gene Patton, President, and Renwick N. Miller, Vice President, who executed the foregoing instrument on behalf of said corporation and who acknowledged that they did sign said instrument as officers of said corporation, and that the same is their free act and deed and the free act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of December, 1997.

[Signature]
Notary Public
STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public in and for said County, personally appeared Glen Eagles Custom Builders, Inc., successor in title to Gary L. Grup, by Gary L. Grup, President, who executed the foregoing instrument on behalf of said corporation and who acknowledged that he did sign said instrument as officer of said corporation, and that the same is his free act and deed and the free act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of December, 1977.

[Signature]
Notary Public

STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public in and for said County, personally appeared the above-named, Royce C. Haddad and Helen N. Haddad, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their 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 24th day of December, 1977.

[Signature]
Notary Public

LISA J. STALTER  
Notary Public, State of Ohio  
My Commission Expires May 14, 1992

RECEIVED &Recorded  
DEC 26 1987  2:39 PM  
BILL COPELAND  
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87-2251A11