This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS AND COVENANTS AS TO THE GLEN OF SHADOW VALLEY
LOTS 7 AND 8

WHEREAS, Robert C. Verbon and Robert C. Verbon, Inc., an Ohio corporation with its principal place of business located at 5453 Monroe Street, Toledo, Ohio (hereinafter "Owner") are the owners of Lots Number 7 and 8 in the Glen of Shadow Valley, a Subdivision in the City of Toledo, Lucas County, Ohio; and

WHEREAS, the Glen of Shadow Valley is a Zero Lot Line Development; and

WHEREAS, the property is subject to a certain Declaration of Rights and Restrictions dated May 15, 1989, and recorded as File No. 89-751-AOD of the Lucas County, Records (hereinafter "Declaration of Restriction"); and

WHEREAS, said Declaration provides for the maintenance of the grounds of the Glen of Shadow Valley by the Glen of Shadow Valley property Owners Association (the "Association") and the maintenance of, and repair of the structures by the "owners of each lot"; and

WHEREAS, Owner desires to provide for the use, repair, maintenance and other matters relating to the Party Wall constructed on the property line between Lots 7 and 8, and being a structural element of both the structures constructed on Lot 7 and 8.

NOW THEREFORE, Owner, in consideration of the enhancement in value of the property by reason of the adoption of this Declaration, does for itself and its successors and assigns hereby declare, and covenant as follows:

GENERAL RULES OF LAW REGARDING PARTY WALLS TO APPLY

The wall which was built as a part of the original construction of the home upon Lots 7 and 8 in the Glen of Shadow Valley and placed on the lot line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto.

COST OF REPAIR TO BE SHARED

The cost of reasonable repair and maintenance of a party wall and appurtenant structures shall be shared by the Owners who make use of the wall in proportion to such use.

CONSTRUCTION OF PARTY WALL

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

ACTS OF NEGLIGENCE OF OWNER

Notwithstanding any other provision of this Covenant, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

RIGHT OF CONTRIBUTION

The right of any Owner to contribution from any other Owner under this Covenant shall be appurtenant to the land and shall pass to such Owner's successors in title.

DISPUTES

In the event of any dispute arising concerning a party wall, or under the provisions of this Covenant, each party shall choose an arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a
majority of all the arbitrators. Said arbitration shall be governed by the Ohio Arbitration Act.

LOT LINE AGREEMENT

In the event there is any error with regard to either the placement of the Party Wall on the lot line, between Lot 7 and 8 in the Glen of Shadow Valley or an error in survey which requires the relocation of the lot line. Owner shall have the right to relocate and all subsequent owners, by acceptance of a deed, conveyance, to there location of said lot line, provided, the Owner of any lot diminished by the relocation of said lot line shall be granted an easement for for lawn and yard purposes, over the area of the yard so diminished. Said easement shall be permanent, in perpetuity, and non-exclusive, and Owner is hereby appointed as attorney in fact for all subsequent owners for the purposes of relocating said lot line and granting said yard easement.

EXTERIOR MAINTENANCE

Subject to the terms of this Declaration and the Declaration of the Glen Shadow Valley, each owner of a lot herein mentioned shall be responsible for the maintenance of the exterior of their residential unit.

DURATION OF RESTRICTIONS: AMENDMENTS

This Declaration shall run with the land and shall be binding upon the Owner and all persons claiming under or through the Owner until the 1st. day of January, 2112, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

The Declaration may be amended prior to January 1, 2112 with the written approval of the then owners of not less than all of the Lots, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving Lot owners with the formalities required by law. This Declaration may be amended and terminated thereafter with the written approval of the owners of all the Lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ENFORCEMENT OF RESTRICTIONS: OTHER MATTERS

Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Association or any person or persons owning any Lot may prosecute and the Association or any person or persons owning any Lot may prosecute and proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, agreement or restriction to prevent such violation or attempted violation, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order or amendment hereof by act of the owners of Lots shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

All transfers and conveyances of Lot 7 and Lot 8 shall be made subject to this Declaration.

Any notice required to be sent to any Owner of a Lot at the Property or to the owner, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such Owner or to the Owner as such address appears on the applicable public records or on the records of the Association.

The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.
No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations of breaches may occur.

In the event there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and the provisions of the Glen of Shadow Valley Declaration, the provisions of the Glen of Shadow Valley Declaration shall take precedence, govern and control.

IN WITNESS WHEREOF, Robert C. Verbon and Robert C. Verbon, Inc., an Ohio Corporation, acting by and through its duly authorized representative, has caused this Declaration of Restrictions and Covenants as to the Glen of Shadow Valley, Lots 7 and 8, to be executed on its behalf this 1\st\ day of October, 1994.

Signed and acknowledged in the presence of:

[Signatures]

Robert C. Verbon, President
Robert C. Verbon

STATE OF OHIO

COUNTY OF LUCAS

Be it remembered that on this 1\st\ day of October, 1994, before me the subscriber, a Notary Public for said County personally appeared Robert C. Verbon, individually and as President of the said Robert C. Verbon, Inc., an Ohio Corporation the Grantors, in the above conveyance, and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed the corporation for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and aforesaid.

[Notary Seal]

This Instrument Prepared By:

Lawrence L. LeRoux
Attorney at Law
5800 Monroe Street, Bldg. A
Sylvania, Ohio 43560

RECEIVED & RECORDED

AUG 22 1995

SUE RIQUX
RECORDS/LUCAS COUNTY, OHIO

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LOUISVILLE BOX