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
AS TO
THE GLEN OF SHADOW VALLEY

This Declaration, made and entered into by The Toledo Fund, Ltd., an Ohio Limited Partnership, and The Glen of Shadow Valley, an Ohio General Partnership, hereinafter called "Developer", this 15th day of May, 1989.

WITNESSETH:

WHEREAS, Developer holds title in fee simple to a certain parcel of land situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "The Glen of Shadow Valley" and described as follows:

Lots Numbers one (1) through twenty-six (26), both inclusive, in The Glen of Shadow Valley, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 122 of Plats, page 99.

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

1. The subdivision of said land into twenty-six (26) lots numbered consecutively from 1 through 26;
2. The dedication to public use of certain streets, rights of ways and private places as shown therein; and
3. The reservations of certain easements therein for the installation and maintenance of public, quasi-public and private utility services and improvements; and

WHEREAS, Developer has established for its own benefit and for the benefit of all future owners and occupants of all or any part of The Glen of Shadow Valley certain easements and rights in, over, and to The Glen of Shadow Valley and certain restrictions upon the manner of use, improvement and enjoyment of
the aforementioned lots in The Glen of Shadow Valley and has imposed certain restrictions on such lots in said The Glen of Shadow Valley.

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 The Glen of Shadow Valley, as an architecturally harmonious, artistic, and desirable residence district, Developer, for itself, its heirs, successors and assigns, does hereby declare and stipulate that each lot in said The Glen of Shadow Valley 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 W. Geoffrey Lyden, III, James E. Davis and Gary L. Grup. The initial members are appointed by the Developer, and may be replaced by it from time to time.

Section 2. The Committee described in Section 1 shall continue to function until construction on all lots in The Glen of Shadow Valley have been completed and title to all such lots have 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 Glen of Shadow Valley Association, as hereinafter created, shall
they appoint all three members of the Committee and may thereafter replace from time to time any member of such Committee. Provided, however, that at any time prior to such completion of construction and conveyance of title for all lots the individuals named in Section 1 may voluntarily resign and turn control of the Committee over to The Glen of Shadow Valley Association by a letter in writing to the Association.

Section 3. No structure or other improvement including, but not limited to, dwelling units, garages, basements, swimming pools, tennis courts, basketball courts, fences, walls, bridges, dams, driveways, hedges or other enclosures shall be erected, improved, changed or altered on any lot in the subdivision until detailed plans and specifications therefore have been approved in writing by the Committee.

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

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

Section 6. If approved by the Committee, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may be constructed immediately adjacent to dwellings which have been erected wholly within the building setback 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 nine hundred and fifty square feet (1950 sq. ft.) measured from the outside walls excluding basement, garage and attic.

Section 9. The purpose of requiring detailed plans and specifications as therein set forth is to develop The Glen of Shadow Valley 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 or hedges being allowed only with Committee approval. Such master plan for landscaping shall be filed with The Glen of Shadow Valley 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 itself, its heirs, successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the plat of The Glen of Shadow Valley designated as Forest Hills Drive and Forest Hills Court, dedicated private places, roads, water lines and meters, sanitary sewers and storm drainage facilities, together with the necessary incidents and appurtenances. The operation, repair, and maintenance of Forest Hills Drive and Forest Hills Court, dedicated private places, including but not limited to roads, pavement, water lines and meters, sanitary sewers and storm drainage facilities, together with the necessary incidents and appurtenances, shall be the sole responsibility of The Glen of Shadow Valley Property Owners Association as hereinafter created by Developer pursuant to Section 19 of this Declaration of Restrictions. Developer further reserves to itself, its heirs, successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot designated on the plat as Access and Utility Easement. The operation, repair and maintenance of the Access and Utility Easement as shown on the plat including but not limited to, roads, pavement, and utilities with the necessary incidents and appurtenances, shall be the sole responsibility of The Toledo Fund, Ltd., an Ohio Limited Partnership, owner of Lot 26 of The Glen of Shadow Valley, its successors and assigns. No building or other structure or any part thereof shall be erected or maintained upon any part of the property in The Glen of Shadow Valley over or upon which any of the above-mentioned dedicated private places, Access and Utility Easement or easements will be or have been granted or dedicated.
Section 14. The Glen of Shadow Valley, an Ohio General Partnership, as owner of Lots 1 through 25 inclusive of The Glen of Shadow Valley, and The Toledo Fund, Ltd., an Ohio Limited Partnership, as owner of Lot 26 of The Glen of Shadow Valley, hereby forever grant to each other and each other's respective heirs, successors and assigns, for the use of the grantee, and grantee's occupants, employees, agents, customers, visitors, club members, guests, invitees, licensees, lessees, and concessionaires of each of them, nonexclusive easements of ingress and egress over and through Forest Hills Drive and Forest Hills Court, dedicated private places, and over and through the Access and Utility Easement and parking areas as shown on the plat and the Site Plan. The mutual easements granted in this Section shall be appurtenant to and for the benefit of The Glen of Shadow Valley, an Ohio General Partnership, and The Toledo Fund, Ltd., an Ohio Limited Partnership, and for each others heirs, successors and assigns, and is perpetual in term.

Section 15. 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, ways and private places, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

Section 16. 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 17. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer than the building set-back line or lines shown upon the recorded plat of said subdivision. This restriction as to the distances at which said structure shall be placed from the building set-back lines of said premises shall apply to and include covered porches, verandas, and other similar projections therefrom.

Section 18. 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 walls, walks (and driveways if otherwise permitted), the planting of trees and shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. No living tree shall be removed without the prior written consent of the Committee, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction of any dwelling, driveway, walk or wall whose plans have been approved by the Committee, or removal ordered by any state or local governmental agency having jurisdiction thereof.

Section 19. Developer hereby creates The Glen of Shadow Valley Property Owners 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 (exclusive of Lot 26 and the Access and Utility Easement as shown on the plat, which shall be the sole responsibility of the owner of Lot 26 in accordance with the provisions of Section 13 above), 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 The Glen of Shadow Valley (including owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be twenty-five (25) such lot representatives, one for each lot in The Glen of Shadow Valley exclusive of lot 26. 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 (exclusive of Lot 26 and the Access and Utility Easement as shown on the plat, which shall be the sole responsibility of the owner of Lot 26 in accordance with the provisions of Section 13 above). The Association shall have the power to levy reasonable assessments for the following:

a. Ground care for all outside areas within Lots 1 through 25 inclusive of the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks and
walls within Lots 1 through 25 inclusive of the subdivision.

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

d. Legal and accounting services for the Association.

e. Maintenance and repairs to swimming pool situated on Lot 26 in accordance with the provisions of Section 21 below.

f. 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.

The above assessments shall be apportioned equally among all of the dwelling unit owners situated upon Lots 1 through 25 inclusive of the subdivision, provided, however, that in recognition that multiple dwelling units will be hereinafter constructed upon Lots 10 and 11 in The Glen of Shadow Valley thereby resulting in substantially less ground care maintenance for all outside areas within Lots 10 and 11, the dwelling unit owners situated upon Lots 10 and 11 shall be apportioned at the rate of eighty per cent (80%) of such assessments charged to all other dwelling unit owners as provided hereinabove. If a dwelling unit owner or lot 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 or lot 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 or lot, 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, dwelling units and residential units (including, but not limited to, air conditioning units or heat pumps, pipes, wires or the like serving such structures or units). Provided, however, any changes in the external decor of the structures or units, any additions to the structures or units and any new construction must be approved by the Committee. Provided, further, the Association is empowered to require, upon a vote of three-quarters (3/4) of the votes of the Association, that a particular dwelling unit owner within The Glen of Shadow Valley perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the structures or units involved. If such dwelling unit owner refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor.
against the structure, dwelling units or residential unit involved, and may use the enforcement procedures set forth above to collect such assessments.

Section 20. Each original owner of a Dwelling Unit (a single family dwelling or a condominium) situated upon Lots 1 through 25 inclusive of the subdivision, shall automatically become a member of Shadow Valley Tennis and Swim Club situated upon Lot 26 for a period of one year from and after the date of conveyance of title to the Dwelling Unit. Shadow Valley Tennis and Swim Club shall not charge any initiation fee or membership dues to such original owner for the initial first year of membership in Shadow Valley Swim and Tennis Club. For purposes of this section the term "original owner" shall be the first person or persons to occupy a newly constructed Dwelling Unit.

Section 21. The Association shall annually or semi-annually transfer and pay to The Toledo Fund, Ltd., an Ohio limited partnership, as owner of Lot 26 of the Glen of Shadow Valley, its successors and assigns, ten per cent (10%) of the assessments levied and collected pursuant to Section 19 above, for the sole and exclusive use and purpose of operating, maintaining, and repairing the outdoor swimming pool and related facilities situated upon Lot 26. The provisions of this Section 20 shall not be modified or changed without the express written consent of The Toledo Fund, Ltd., its successors and assigns.

ARTICLE TWO

The following restrictions shall apply to Lots 1 through 25 inclusive of The Glen of Shadow Valley.

Section 1. Each lot (Lots 1 through 25 inclusive) in The Glen of Shadow Valley 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 upon Lots 1 through 25
inclusive of The Glen of Shadow Valley 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 upon Lots 1 through 25 inclusive of The
Glen of Shadow Valley 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 upon Lots 1 through 25
inclusive of The Glen of Shadow Valley except with the approval
of the Committee.

Section 4. No spirituous, vinous or fermented liquor of any
kind shall be manufactured or sold, either at wholesale or at
retail, upon said premises, nor shall any industry, business or
trade, occupation or profession of any kind be conducted,
maintained or permitted upon said premises. No well for gas or
oil shall at any time, whether intended for temporary or
permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purposes which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device (including signs advertising the sale of a residence or lot) shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Committee first having been obtained. The right is reserved by Developer to erect advertising signs and displays at entrances to the Development relative to the operation and use of Lot 26 or 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 the premises. A dwelling unit owner may keep no more than two domestic animals (total combined weight of no more than 25 pounds) within his dwelling unit. The Association shall have the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats, or other household pets calculated not to become a nuisance to the owners or inhabitants of Lots 1 through 25 inclusive of The Glen of Shadow Valley.

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, its heirs, successors or assigns, the right (a) to enter upon the land which, or as to which, such violations or breach exists, and to summarily abate and remove, at the expense of the owner(s) of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Developer, and Developer or its heirs, successors or assigns, or his agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or
remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of such property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be subrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect 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 Lots 1 through 25 inclusive within The Glen of Shadow Valley.

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.

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

Section 8. Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

IN WITNESS WHEREOF, The Toledo Fund, Ltd., an Ohio Limited Partnership and The Glen of Shadow Valley, an Ohio General Partnership, have caused their names to be subscribed to these presences and have hereunto executed the foregoing Declaration of Restrictions this 5th day of May, 1989.

WITNESSES AS TO THE TOLEDO FUND, LTD.

[Signatures]

THE TOLEDO FUND, LTD., an Ohio Limited Partnership

By: W. Geoffrey Lyden, III, General Partner
By: James E. Davis, General Partner

WITNESSES AS TO THE GLEN OF SHADOW VALLEY

[Signatures]

THE GLEN OF SHADOW VALLEY, an Ohio General Partnership

By: Gary L. Crag, President

[Signatures]
STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public, in and for said county personally appeared the above named The Toledo Fund, Ltd., an Ohio Limited Partnership, consisting of W. Geoffrey Lyden, III and James E. Davis as all of the General Partners of the said The Toledo Fund, Ltd., an Ohio Limited Partnership, on its own behalf as owner of Lot 26 of The Glen of Shadow Valley and as Partner of The Glen of Shadow Valley, an Ohio General Partnership, as owner of Lots 1 through 25 of The Glen of Shadow Valley and Glen Eagles Custom Builders, Inc., by Gary L. Grup, President as Partner of The Glen of Shadow Valley, an Ohio General Partnership, who acknowledged that they did sign said instrument and that the same is their free act and deed and the free act and deed of the said The Toledo Fund, Ltd., an Ohio Limited Partnership, and the free act and deed of the said The Glen of Shadow Valley, an Ohio General Partnership, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15th day of May, 1989.

[Signature]
Notary Public

This Instrument Prepared By:
William S. McCready, Esq.
Ritter, Robinson, McCready & James
810 First Federal Plaza
Toledo, Ohio 43624
(419) 241-5213

RECEIVED & RECORDED
JUN 01 1989
BILL COPELAND
RECORER, LUCAS COUNTY, OHIO
FIRST AMENDMENT

TO

DECLARATION OF RESTRICTIONS

AS TO

THE GLEN OF SHADOW VALLEY

This First Amendment to Declaration of Restrictions as to The Glen of Shadow Valley is made and entered into by The Toledo Fund, Ltd., an Ohio Limited Partnership, and The Glen of Shadow Valley, an Ohio General Partnership, hereinafter called "Developer", this 4th day of July, 1989.

WITNESSETH:

WHEREAS, Developer holds title in fee simple to a certain parcel of land situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "The Glen of Shadow Valley" and described as follows:

Lots Numbers one (1) through twenty-six (26), both inclusive, in The Glen of Shadow Valley, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 122 of Plats, page 99.

WHEREAS, Developer has on the 1st day of June, 1989, at 1:45 p.m. filed a Declaration of Restrictions as to The Glen of Shadow Valley ("Declaration") with the office of the Lucas County Recorder at Mortgage Record 89-782-A01; and

WHEREAS, pursuant to ARTICLE THREE Section 3 Developer reserved the right to change, modify, alter or rescind the said Declaration; and

WHEREAS, Developer now intends to correct, change and modify certain provisions of the said Declaration as set forth hereinafter below;

NOW, THEREFORE, Developer, for itself, its heirs, successors and assigns, does hereby make and declare the following amendments, corrections and modifications to the said Declaration to wit:

89 919A05
1. **ARTICLE 1. Section 20.** As presently written is hereby amended so that, as so amended, the same shall provide as follows:

"Section 20. Each original owner of a Dwelling Unit (a single family dwelling or a condominium) situated upon Lots 1 through 25 inclusive of the subdivision, shall automatically become a member of Shadow Valley Tennis and Swim Club situated upon Lot 26 for a period of one year from and after the date of conveyance of title to the Dwelling Unit. Shadow Valley Tennis and Swim Club shall not charge any initiation fee or membership dues to such original owner for the initial first year of membership in Shadow Valley Swim and Tennis Club. For purposes of this section the term "original owner" shall be the first person or persons to occupy a newly constructed Dwelling Unit. All subsequent owners, as well as original owners, as hereinabove defined, of a Dwelling Unit (a single family dwelling or a condominium) situated upon Lots 1 through 25 inclusive of the subdivisions, regardless of whether such subsequent owner or original owner thereafter becomes a member of Shadow Valley Tennis and Swim Club, shall have the right to use the outdoor swimming pool and related facilities situated upon Lot 26, provided, however, that such use shall be limited and confined to the owner and the owner's occupants of a Dwelling Unit and not more than six (6) guests at any one time.

Section 21. The Association shall annually or semi-annually transfer and pay to The Toledo Fund, Ltd., an Ohio Limited Partnership, as owner of Lot 26 of The Glen of Shadow Valley, its successors and assigns, ten per cent (10%) of the assessments levied and collected pursuant to Section 19 above, for the sole and exclusive use and purpose of operating, maintaining, and repairing the outdoor swimming pool and related facilities situated upon Lot 26. The provisions of this Section 21 shall not be modified or changed without the express written consent of The Toledo Fund, Ltd., its successors and assigns.

2. Developer hereby grants consent to the presently existing encroachments of the swimming pool deck and appurtenances upon the rear portions of parts of Lots 7, 8, and 9 for so long as the outdoor swimming pool and related facilities are in use and operation.

3. Except as modified by this First Amendment, Developer ratifies and confirms all other terms and provisions of the Declaration of Restrictions as to The Glen of Shadow Valley.

IN WITNESS WHEREOF, The Toledo Fund, Ltd., an Ohio Limited Partnership and The Glen of Shadow Valley, an Ohio General Partnership, have caused their names to be subscribed to these presence and have heretunto executed the foregoing First
Amendment to Declaration of Restrictions this 16TH day of July, 1989.

WITNESSES AS TO THE TOLEDO FUND, LTD.

[Signature]

[Signature]

WITNESSES AS TO THE GLEN OF SHADOW VALLEY

[Signature]

[Signature]

THE TOLEDO FUND, LTD., an Ohio Limited Partnership

By: W. Geoffrey Lyden, III, General Partner

By: James E. Davis, General Partner

THE GLEN OF SHADOW VALLEY, an Ohio General Partnership

Gleneagles Custom Builders, Inc., an Ohio Corporation as Partner

By: Gary L. Grup, President

The Toledo Fund, Ltd., an Ohio Limited Partnership, as Partner

By: W. Geoffrey Lyden, III, General Partner

By: James E. Davis, General Partner

STATE OF OHIO } SS:
COUNTY OF LUCAS }

Before me, a Notary Public, in and for said county personally appeared the above named The Toledo Fund, Ltd., an Ohio Limited Partnership, consisting of W. Geoffrey Lyden, III and James E. Davis as all of the General Partners of the said The Toledo Fund, Ltd., an Ohio Limited Partnership, on its own behalf as owner of Lot 26 of The Glen of Shadow Valley and as Partner of The Glen of Shadow Valley, an Ohio General Partnership, as owner of Lots 1 through 25 of The Glen of Shadow Valley and Gleneagles Custom Builders, Inc., by Gary L. Grup, President as Partner of The Glen of Shadow Valley, an Ohio General Partnership, who acknowledged that they did sign said instrument and that the same is their free act and deed and the free act and deed of the said

89 919407
The Toledo Fund, Ltd., an Ohio Limited Partnership, and the free act and deed of the said The Glen of Shadow Valley, an Ohio General Partnership, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 6th day of July, 1989.

[Notary Seal]

Notary Public

This Instrument Prepared By:
William S. McCready, Esq.
Ritter, Robinson, McCready & James
810 First Federal Plaza
Toledo, Ohio 43624
(419) 241-3213

RECEIVED & RECORDED
JUL - 6 1989
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
RATIFICATION OF THE PLAT OF THE GLEN OF SHADOW VALLEY
BY THE TOLEDO FUND LTD., AN OHIO LIMITED PARTNERSHIP,
AND THE GLEN OF SHADOW VALLEY, AN OHIO GENERAL PARTNERSHIP

WHEREAS, an instrument described as the plat of The Glen of Shadow Valley was signed and acknowledged by The Toledo Fund Ltd., by Geoffrey Lyden, President, and The Glen of Shadow Valley, by Gary Grup, President, and was filed for record on February 24, 1989, in Volume 122 of Plats, pages 99 and 100 in the City of Toledo, Lucas County, Ohio; and

WHEREAS, The Toledo Fund Ltd., an Ohio Limited Partnership, consisting of W. Geoffrey Lyden, III, and James E. Davis as all of the general partners of the said The Toledo Fund Ltd., an Ohio Limited Partnership, as the owner of Lot 26 of The Glen of Shadow Valley and The Glen of Shadow Valley, an Ohio General Partnership, consisting of the aforesaid The Toledo Fund, Ltd., an Ohio Limited Partnership, and Gleneagles Custom Builders, Inc., an Ohio Corporation, as all of the partners of the said The Glen of Shadow Valley, an Ohio General Partnership, as owner of Lots 1 through 25 of The Glen of Shadow Valley now desire to ratify, approve, and incorporate each, every and all of the terms and conditions of the aforesaid plat of The Glen of Shadow Valley.

NOW, THEREFORE, The Toledo Fund, Ltd., an Ohio Limited Partnership, as owner of Lot 26 of The Glen of Shadow Valley and The Glen of Shadow Valley, an Ohio General Partnership, as owner of Lots 1 through 25, inclusive, of The Glen of Shadow Valley, do hereby ratify, adopt, and confirm each, every and all of the terms and conditions of the aforesaid plat of The Glen of Shadow Valley which was filed for record on February 24, 1989, in Volume 122 of Plats, pages 99 and 100, Lucas County, Ohio, Records.

IN WITNESS WHEREOF, The Toledo Fund, Ltd., an Ohio Limited Partnership and The Glen of Shadow Valley, an Ohio General Partnership, have caused their names to be subscribed to these
presences and have hereunto executed the foregoing ratification this 28th day of April, 1989.

WITNESSES AS TO THE TOLEDO FUND, LTD.

\[Signature\]

\[Signature\]

WITNESSES AS TO THE GLEN OF SHADOW VALLEY

\[Signature\]

\[Signature\]

STATE OF OHIO \} SS:
COUNTY OF LUCAS \}

Before me, a Notary Public, in and for said county personally appeared the above named The Toledo Fund, Ltd., an Ohio Limited Partnership, consisting of W. Geoffrey Lyden, III and James E. Davis as all of the General Partners of the said The Toledo Fund, Ltd., an Ohio Limited Partnership, on its own behalf as owner of Lot 26 of The Glen of Shadow Valley and as Partner of The Glen of Shadow Valley, an Ohio General Partnership, as owner of Lots 1 through 25 of The Glen of Shadow Valley and Gleneagles Custom Builders, Inc., by Gary L. Grup, President as Partner of The Glen of Shadow Valley, an Ohio General Partnership, who
acknowledged that they did sign said instrument and that the same
is their free act and deed and the free act and deed of the said
The Toledo Fund, Ltd., an Ohio Limited Partnership, and the free
act and deed of the said The Glen of Shadow Valley, an Ohio
General Partnership, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed my official seal this 27th day of April, 1989.

[Signature]

Notary Public

This Instrument Prepared By:
William S. McCready, Esq.
810 First Federal Plaza
Toledo, Ohio 43624

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APR 8 8 1989
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RECORDER, LUCAS COUNTY, OHIO