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DECLARATION OF RESTRICTIONS FOR VALLEY GROVE ESTATES LOT NUMBERS ONE (1) THROUGH THIRTY-FIVE (35), INCLUSIVE PLAT ONE AND PLAT TWO A SUBDIVISION IN THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by Henry Zyndorf and Sylvia Zyndorf, as principals, this 9th day of June, 1980.

WITNESSETH:

WHEREAS,

Henry Zyndorf and Sylvia Zyndorf, as principals, are the owners of the following described real estate, situated in the City of Maumee, Lucas County, Ohio:

Lots numbers One (1) through Thirty-Five (35) inclusive, in Valley Grove Estates Plat One and Plat Two, a Subdivision in the City of Maumee, Lucas County, Ohio.

hereafter referred to as "Valley Grove Estates" or sometimes as the Subdivision and recorded in Volume 86, Records of Plats, pages 61 and 62, of the records of the Recorder of Lucas County, Ohio; and

WHEREAS, Henry Zyndorf and Sylvia Zyndorf, hereinafter called "Owners", do desire to establish a general plan for the development of said Valley Grove Estates and which will be for its benefit and the benefit of all future owners or occupants of all or any part of said premises of any lot, lots or part thereof, located and situated in Valley Grove Estates and in order to perpetuate such Subdivision as an architecturally harmonious and desirable district, and to continue to maintain this general plan as originally made effective upon the platting of said Subdivision;

NOW, THEREFORE, Owners, in consideration of further enhancement in value of said property and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each present and future owner of any interest in and to any lot or part thereof in the Valley Grove Estates and by reason of the adoption of the Restrictions hereinafter set forth, do for themselves, and their successors and assigns, hereby declare and stipulate that said lots shall be conveyed subject to the Restrictions
hereinafter declared and that the same shall run with the land.

Lots numbers One (1) thru Thirty-five (35) inclusive in Valley Grove Estates shall be known and described as residential lots and no structure shall be erected, placed or maintained on any such residential lot other than two-family residence dwelling (duplex) or single-family residence dwelling. Both permitted uses are hereinafter sometimes referred to as "dwelling".

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Owners, their successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Owners, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Owners reserve the sole and exclusive right to establish grades and slopes on all lots in Valley Grove Estates, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said subdivision nor nearer to any side line or rear line than shall be determined by Owners in writing at the time
of the approval of the plans and specifications for said dwelling.
This restriction as to the distances at which said dwelling shall be
placed from the front, side, and rear lines of said lot, shall apply
to and include porches, verandas, portecochere, and other projections
of said dwellings.

Section 3. No garage or any addition thereto or alteration
thereof shall be erected, reconstructed, placed or suffered to remain
upon any lot except for the exclusive use of the families occupying
said dwelling and the servants thereof, nor unless, in the case of
a single-family dwelling such garage be made an integral part of
said dwelling, nor unless nor until the size, location, type, style
or architecture, use, the materials of construction thereof, the
color scheme thereof, the grade elevation thereof, and the plans,
specifications and details of said garage, including the driveway
approach, and garage entrance shall have been first approved in
writing by Owners, and a true copy of said plans, specifications
and details of said garage shall have been lodged permanently with
Owners, and no garage except as conforms to said plans, specifications
and details shall be erected, reconstructed, placed, or suffered
to remain upon any lot. Such garage, in the case of a single-family
dwelling, being an integral part of said dwelling, shall be subject
to all of the covenants, rights, terms, reservations, limitations,
agreements and restrictions at any point herein made applicable
to said dwelling.

Section 4. The location of any and all driveways shall be
and remain as now established upon any lot, or, if not now established,
shall be determined by Owners in writing at the time of approval of the
plans and specifications for said dwelling. No driveway shall be located,
relocated or suffered to remain upon any lot in Valley Grove Estates,
except as now located or determined in writing by Owners. Complete
specifications for construction of any driveway shall be submitted to
Owners and their approval thereof endorsed thereon in writing.
Section 5. No structure or any part thereof shall be erected, placed or maintained on any lot in Valley Grove Estates nearer to the front or street line or lines than the building setback line or lines shown upon the recorded plat of said subdivision. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of any lot for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot. Field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Owners shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 6. In connection with the provisions contained in Section 5 above, it is hereby provided that if, in the opinion of Owners, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Owners may modify such provisions so as to permit variations in costs, size, type, location or otherwise that will not, in their judgment, do material damage to any abutting or adjacent property.

Section 7. Owners reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas,
sewer and 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 highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 8. Owners reserve to themselves and their assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plats of Valley Grove Estates designed as utility right-of-ways, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Valley Grove Estates, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 9. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot, no well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Owners) shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon any lot; nor shall any lot 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 lot. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, shall
be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling without the consent of Owners first having been obtained. No signs of any character, other than the sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of Owners. The Owners shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Owners to erect and place signs on any unsold lots in Valley Grove Estates.

Section 10. Other than two (2) dogs, two (2) cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Valley Grove Estates.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or Holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of the building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 12. Any commercial vehicle, boat, house car, trailer or other similar housing device if stored on any lot in Valley Grove Estates shall be housed within a garage.

Section 13. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building
materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning construction.

Section 14. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Owners.

Section 15. Owners, their successors and assigns reserve and are hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Owners shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Owners to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waive therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Owners shall at any and all times have the right to enforce the same.

Section 16. In all instances where plans and specifications are required to be submitted to and are approved by Owners if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.
Section 17. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Owners, any such approval, designation, modification, consent or any other such action by any attorney-in-fact authorized to sign deeds on behalf of Owners shall be sufficient pursuant to a recorded power of attorney.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than twenty-four (24) dwellings in Valley Grove Estates, Owners may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Valley Grove Estates Property Owners' Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Owners, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Owners at their discretion may by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with rights, privileges and powers herein retained by the Owners, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each Grantee of Owners, 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 Owners and the Association, created or reserved by this Declaration or by plat or 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 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 Owners, their successors or assigns, or the Association, the right: (a) 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 of said lot or lots, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Owners shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Owners, their successors or assigns, or by the Association.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Owners and all persons claiming under or through the Owners until the 1st day of January, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended prior to January 1, 2000 with written approval of the then owners of not less than two-thirds (2/3) of the lots in Valley Grove Estates, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, for an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Valley
Grove Estates upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated 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 restriction hereby imposed or of any provision hereof, or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforcibility or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Community Association acquiring the rights and benefits of Owners shall be deemed a violation of this Declaration and may be enjoined as herein provided. The rights, privileges and powers herein retained by Owners shall be assignable to and shall inure to the benefit of its successors and assigns.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF TOLEDO, as Mortgagee, hereby joins in the execution of this Declaration of Restrictions for the purpose of consenting to the adoption of the same.

IN WITNESS WHEREOF, Henry Zyndorf and Sylvia Zyndorf, as principals, have hereunto set their hands this 9th day of June, 1980.

Signed in the presence of:

Sol Zyndorf Henry Zyndorf
Patricia Abbott Sylvia Zyndorf

STATE OF OHIO )
COUNTY OF LUCAS) SS:

Acknowledged June 9, 1980 before a Notary Public, State of Ohio (Seal).

The Undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO, as holder of a certain mortgage deed to the premises from Henry Zyndorf and Sylvia Zyndorf, husband and wife, dated April 4, 1980, and recorded as Mortgage Record 80-266E01 in Lucas County Mortgage Records, hereby consents to the execution and delivery of the foregoing
Declaration of Restrictions.

IN WITNESS WHEREOF, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF TOLEDO, as Mortgagee, has caused this Declaration of Restrictions to be signed by its Vice President and Assistant Secretary, on this 9th Day of June, 1980.

Signed in the presence of:

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF TOLEDO

By:  D. Jack Armstrong, Vice-President

By:  Nellie M. Miller, Assistant Secretary

STATE OF OHIO

COUNTY OF LUCAS

Acknowledged June 9, 1980 by said Corporation, by said Officers, by authority of its board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 10, 1980 at 10:46 A.M. in Mortgage Record 80-436C09, Lucas County, Ohio Records.
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
AS TO LOTS NUMBER SEVEN (7) THROUGH THIRTY-SIX (36),
VALLEY GROVE ESTATES PLAT TWO,
A SUBDIVISION IN THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

THIS AMENDED Declaration of Covenants and Restrictions made this 28th day of November, 1984, by Avery Heid Co., Inc., an Ohio corporation having its principal office at P. O. Box 7385, Toledo, Ohio 43615 (hereinafter referred to as "Developer" or "Declarant").

WITNESSETH:

WHEREAS, by Declaration of Covenants and Restrictions dated June 9, 1980, and recorded as Deed No. 80-43660 through 80-436608 in the office of the Lucas County Recorder (hereinafter referred to as the "Declaration") Henry Zyndorf and Sylvia Zyndorf, the then record owners of the following described real estate, situated in the City of Maumee, Lucas County, Ohio:

Lots numbers one (1) through thirty-five (35) inclusive, in Valley Grove Estates Plat One and Plat Two, a Subdivision in the City of Maumee, Lucas County, Ohio

subjected those lands to certain covenants, restrictions, easements, obligations and liens for the benefit of the future owners of lots in Valley Grove Estates; and

WHEREAS, amendment of the Declaration was permitted by the consent of the owners of not less than two-thirds (2/3) of the Lots in Valley Grove Estates; and

WHEREAS, the Declarant is the present record owner of more than two-thirds (2/3) of the lots in Valley Grove Estates Plat Two (hereinafter referred to as "Valley Grove Estates Plat Two" or sometimes as the "Subdivision," further described in Schedule A attached hereto); and

WHEREAS, the Declarant desires to cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Valley Grove Estates Plat Two Property Owners' Association".

WHEREAS, the Declarant desires to cause certain revisions to be made to the Declaration to provide (1) for the possible addition of Common Properties to Valley Grove Estates Plat Two; (2) for the performance of additional services by Valley Grove Estates Plat Two Property Owners' Association; and, (3) for the collection and disbursement of assessments and charges to be levied against the Lots in Valley Grove Estates Plat Two; and

WHEREAS, the Declarant gives its written approval to amend the Declaration of Covenants and Restrictions pursuant to Article III, Section 5 of that document.
NOW, THEREFORE, the previously described Declaration of Covenants and Restrictions is hereby amended and supplemented as to Valley Grove Estates Plat Two as follows:

1. Article I is deleted in its entirety and the following is inserted in lieu thereof.

ARTICLE I
Definitions

Section 1. The following words and terms, when used in this Amended Declaration, or any supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(A) "Association" shall mean and refer to Valley Grove Estates Plat Two Property Owners' Association, Inc., a nonprofit corporation, which may be caused to be incorporated under the laws of the State of Ohio its successors and assigns.

(B) The "Properties" shall mean and refer to the existing property situated in Valley Grove Estates Plat Two, described in the attached Schedule A.

(C) "Common Properties" shall mean and refer to those areas of land so designated on any recorded Subdivision Plat or any part of the properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the properties.

(D) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision map of any part of the Properties including any Dwelling located thereon, and with the exception of Common Properties as defined above.

(E) "Dwelling" shall mean and refer to any portion of any building situated upon the Properties designated and intended for use and occupancy as a two-family residence (duplex) or single-family residence.

(F) "Owner" shall mean and refer to the record owner, whether one or more persons, or legal entities of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable mortgage theory, shall not mean or refer to the mortgagee or assign and until the mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(H) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 3 of this Amended Declaration of Covenants and Restrictions.

(I) "Associate Member" shall mean and refer to those persons who are not Owners but who, by reason of their residence within the Properties as tenants of an Owner, may enjoy the benefits of the Common Properties as provided in Article II, Section 4.
(J) "Declaration" shall mean the Declaration of Covenants and Restrictions made by Henry Zynodr and Sylvia Zynodr dated June 9, 1980, and recorded in the Lucas County Recorder's Office on June 10, 1980.

(K) "Amended Declaration" shall mean this Amendment and Supplement to the Declaration of Covenants and Restrictions referred to in subparagraph (J) above.

(L) "Developer" shall refer to Avery-Heind Co., Inc.

(M) "Declarant" shall refer to Avery-Heind Co., Inc.

2. Article II is deleted in its entirety and the following is inserted in lieu thereof:

ARTICLE II

Section 1. The Association: Membership and Voting Rights. At any time subsequent to the filing of this Amended Declaration the Owners of not less than two-thirds (2/3) of the Lots in Valley Grove Estates Plat Two may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Valley Grove Estates Plat Two Property Owners' Association" or a similar name.

Section 2. The Association by vote of two-thirds (2/3) of its members may adopt reasonable Rules and Regulations it deems advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on the property, and all parts of the property shall at all times be maintained subject to such Rules and Regulations.

Section 3. Membership. Every person, or legal entity who is a record owner or co-owner of a freehold or undivided freehold interest in any Lot which is subject to this Amended Declaration, shall be a Member and subject to assessment by the Association in accordance with this Amended Declaration. The foregoing is not intended to include persons or entities who hold title or an interest merely as security for the performance of an obligation (including, but not limited to, mortgagees or trustees under deeds of trust). Ownership of any Lot shall be the sole qualification for membership. Membership shall be appurtenant to, and may not be separate from, ownership of any Lot which is subject to assessment; and membership may be terminated only by transfer of the freehold ownership interest on such lot to another person or organization. Upon transfer, the membership of the transferer shall automatically terminate and the new Lot owner shall automatically become a member of the Association.

Section 4. Associate Membership. Every person who is entitled to possession and occupancy of any Lot as a tenant or lessee of a Member, may be an Associate Member of the Association and shall be privileged to use its Common Properties and facilities subject to the Rules and Regulations of the Association.
Section 5. Voting Rights. Members of the Association, as defined in Article II, Section 3, shall be entitled to vote in person or by proxy as follows.

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners (with the exception of Avery-Heini Co., Inc., for as long as a Class B membership exists) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be deemed to be Class A members and the vote for such Lot shall be exercised as those persons determine, but in any event not more than one (1) vote shall be cast with respect to any Lot.

Class B. The sole Class B member shall be the Developer, Avery-Heini Co., Inc., which shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and shall be converted to a Class A membership upon the happening of either of the following events, whichever occurs later:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) January 1, 1999.

When one or more co-owner signs a proxy or purports to vote for his or her co-owners, the vote shall be counted unless one or more of the co-owners is present and objects to the vote, or if not present, submits a proxy or objects in a writing deliver to the secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners. Associate Members shall not be entitled to vote.

Presence at a meeting of members, in person or by proxy, entitled to cast two-thirds (2/3) of the votes eligible to be cast shall constitute a quorum.

3. Article III is deleted in its entirety and the following is inserted in lieu thereof:

ARTICLE III

Common Properties

Section 1. The Association by a vote of two-thirds (2/3) of its members shall have the right to acquire Common Properties, as defined in Article I, Section 1, provided, however, that where an addition consists of real property it shall be limited to lands which are contiguous to the properties presently situated in Valley Grove Estates Plat Two.

Section 2. Members' Easement of Enjoymen. Subject to the provisions of this Amended Declaration and the Rules and Regulations of the Association, every Member shall have the right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.
Section 3. Title to Common Properties. The Association shall retain the legal title to the Common Properties.

Section 4. Extent of Members' Easements. The Members' rights and easements of enjoyment shall be subject to the following:

(a) The right of the Association as may be provided in its By-Laws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for any period during which any infraction of the Association's published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the members' obligation to pay the assessments, and

(b) The right of the Association to charge admission and other fees for the use of Common Properties and/or any facilities therein; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal, county, state, federal, or other public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no dedication, transfer, or determination shall become effective unless authorized by the vote in person or by proxy of two-thirds (2/3) of all the votes eligible to be cast by all of the Members of the Association, and unless written notice of the proposed resolution authorizing this action is sent to every Member at least ninety (90) days in advance of the scheduled meeting, at which the action is to be taken. A true copy of the resolution together with a certificate of the result of the vote taken shall be made and acknowledged by the President or Vice President, and Secretary or Assistant Secretary of the Association and the certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to its recording in the office of the Lucas County Recorder. The certificate shall be conclusive evidence of authorization by the membership.

4. The Declaration of Covenants and Restrictions is further amended by addition of the following Supplemental Articles.

ARTICLE IV

Covenant for Maintenance and Capital Improvement Assessments

Section 1. Creation of the Lien and Obligation of Assessments. The Developer, Avery-Heinl Co., Inc., covenants for itself, its successors and assigns that no contract will be made for the sale of any Lot, and no deed conveying a Lot shall be delivered unless the contract shall include provisions obligating the purchaser or grantee and, his, her, or its heirs, executors, administrators, successors and assigns to pay to the Association (1) Annual Assessments for charges and (2) Special Assessments for Capital Improvements upon Common Property held by the Association, which shall be fixed,
established and collected from time to time as provided by this Amended Declaration. Each person who accepts a deed for a Lot or accepts Title as an heir or devisee shall be deemed to have consented to make such payment and to have agreed to all the terms and provisions of this Amended Declaration regardless of whether the above-mentioned provision was included in the contract or deed or other instrument by which title was acquired.

Section 2. Purpose of Assessments. The Annual Assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of Lots and costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of properties and facilities located in the Common Properties, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Common Properties, payment of all taxes and insurance premiums, all costs and expenses incidental to the operation and administration of the Association and its facilities and services and the maintenance and utility charges connected with the operation of the common underground sprinkler system if installed by the Developer or the Association and if such system is not separately metered for each Lot in the Subdivision.

The Special Assessments shall be used for the purpose of paying the cost of the capital improvement for which a Special Assessment is levied, and all expenses incidental thereto.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning November 1, 1989, the annual assessments shall not exceed Three Hundred Dollars ($300.00) per Lot. From time to time, until November 1, 1989, subject to the maximum provided above, the amount of the Annual Assessments will be fixed by a vote of a majority of Members voting as provided in Article II, Section 5, of this Amended Declaration. After November 1, 1989, the amount of Annual Assessments shall be fixed by a vote of the Members as provided in Section 5 of this Article, for a period not exceeding the next succeeding three (3) years. At the end of the three (3) year period and at the end of each of subsequent three (3) year period, the Members may fix the Annual Assessment for an additional period, not exceeding three (3) years.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any one year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years in the then current period fixed as provided in the preceding paragraph.
Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized in Section 3 of this article, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including necessary furniture, fixtures, equipment, and other personal property related thereto. The Association may authorize a Special Assessment to defray the costs of installation of a common underground sprinkler system for the benefit and service of every Lot and all Common Properties now or hereafter situated in Valley Grove Estates Phase Two or acquired by the Association. To become effective any special assessment shall receive the approval of two-thirds (2/3) of all of the votes eligible to be cast by all of the Members, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 5. Change in the Basis of Maximum Amounts of Annual Assessment. Subject to the limitations of Section 3 of this Article, the Association may change the maximum amount of the Annual Assessments fixed by Section 3 of this Article. Any change in the maximum amount of assessments shall have the approval by vote in person or by proxy of two-thirds (2/3) of all of the votes eligible to be cast by all of the Members at a meeting called for this purpose with written notice setting forth the purpose of the meeting shall be sent to all Members at least thirty (30) days prior to the meeting.

Section 6. Period for Which Annual Assessments are Made, Due Dates. The period for which Annual Assessments are made shall be the twelve (12) month period extending from January 1, through the next succeeding December 31. The period for the first Annual Assessment shall begin January 1, 1985. Each Annual Assessment shall become due and payable on or before the first day of February following the commencement of such Annual Assessment.

The due date of any Special Assessment under Section 4 of this Article shall be fixed in the resolution authorizing the Special Assessment.

Section 7. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board of Trustees of the Association shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment a list of the properties and the assessments applicable thereto, in alphabetical order, according to the names of the Owners of the properties. The list shall be kept in the office of the Association and shall
Section 10. Acquirer's Responsibility for Assessments After Conveyance. An acquirer of a Lot shall be solely responsible for all assessments imposed on his Lot after the conveyance of such Lot to him. A pro rata share of any assessment shall be prorated.
paid to the Association by the acquirer at the time of conveyance of the interest to him
and the pro rata share shall be determined by multiplying the dollar amount of the annual
assessment by a fraction with a numerator equal to the number of days from the
conveyance date to the end of the annual assessment period and with a denominator
equal to the number of days in the annual assessment period. At the time of the
conveyance of the Lot, the former Owner shall be reimbursed by the Association for any
balance owed him by the Association as of the date of conveyance as shown on the books
of the Association, or shall pay to the Association, any balance owed to the Association
by such former Owner as of the date of conveyance as shown on the books of the
Association. The former Owner shall not be responsible for assessments after the date of
the conveyance.

Section 11. Remedies for Failure to Pay Assessments. If an Owner is in
the payment of any assessment for thirty (30) days, the Board of Trustees may
bring suit for and on behalf of themselves and as representatives of all Owners, to
recover collection or to foreclose any lien filed as provided in this Article; and there
shall be added to the amount due the cost of the suit, together with legal interest and
reasonable attorneys fees to be fixed by the Court. Any encumbrancer holding a lien on
a unit may pay any unpaid common expenses payable with respect to the Lot and upon
such payment the encumbrancer shall have a lien on the Lot for the amounts paid at the
same priority as the lien of his or its encumbrance.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Review and Approval of Members' Plans and Specifications for
Additions, Alterations or Changes to Structures. No Dwelling or any addition to or
alteration of any Dwelling shall be erected, reconstructed, placed or suffered to remain
upon any Lot, unless and until the size, location, type, style or architecture, use, the
materials of construction, the color scheme, the grading plan of the Lot, including the
grade elevations of the Dwellings, the plot plans showing the proposed location of the
Dwelling upon any Lot and the plans, specifications and details of the Dwelling shall have
been approved in writing by the Developer, Avery-Hein Co., Inc., or by the Board of
Trustees of the Association. A true copy of the plans, specifications and details of any
Dwelling, addition, or alteration shall have been lodged permanently with the Developer
and with the Board of Trustees of the Association, and no Dwelling, addition, or
alteration except as conforms to the plans, specifications and details shall be erected.
reconstructed, placed or suffered to remain upon any Lot. The Developer reserves the sole and exclusive right to establish grades and slopes on all Lots in Valley Grove Estates Plat Two, and to fix the grade at which any Dwelling shall be erected or placed upon any Lot, so that the Dwelling may conform to a general plan. The Developer may assign its right to establish grades and slopes to the Association.

No Dwelling shall be erected, reconstructed, placed or suffered to remain upon any Lot, nearer the front or street line or lines than the building set back line or lines shown on the Plat of Valley Grove Estates Plat Two, nor nearer to the side line or rear line than shall be determined by the Developer or by the Board of Trustees of the Association in writing, at the time of the approval of the plans and specifications for the Dwelling. This restriction as to the distances at which any Dwelling shall be placed from the front, side, and rear lines of the Lot shall apply to and include porches, verandas, horticulture, and other projections of the Dwellings.

Section 7. Construction of Garages; Location of Driveways. No garage or any addition to or alteration of a garage shall be erected, reconstructed, placed or suffered to remain upon any Lot except for the exclusive use of the families occupying any Dwelling and the servants thereof unless, in the case of a single-family Dwelling the garage be made an integral part of the Dwelling, nor unless and until the size, location, type, style or architecture, use, materials of construction, the color scheme, the grade, elevation, and the plans, specifications and details of the garage, including the driveway approach and garage entrance shall have been first approved in writing by the Developer or by the Board of Trustees of the Association. A true copy of the plans, specifications and details of any garage shall have been lodged permanently with the Developer or the Board of Trustees of the Association, and no garage except as conforms to those plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any Lot. Any garage, in the case of a single-family Dwelling, being an integral part of the Dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions made applicable to the Dwelling by this Amended Declaration.

The location of any and all driveways shall be and remain as now established upon any Lot, or, if not now established, shall be determined by the Developer or by the Board of Trustees of the Association in writing at the time of approval of the plans and specifications for the Dwelling. No driveway shall be located, relocated or suffered to remain upon any Lot in Valley Grove Estates Plat Two, except as now located or
determined in writing by the Developer or by the Board of Trustees of the Association. Complete specifications for construction of any driveway shall be submitted to the Developer or the Board of Trustees of the Association and their approval of the specifications, if given, shall be endorsed thereon in writing.

Section 4. Placement of Trees and Shrubbery Fences. No structure or any part thereof shall be erected, placed, or maintained on any Lot in Valley Grove Estates Plat Two nearer to the front or street line or lines than the building set back line or lines shown upon the recorded plat of the Subdivision. That portion of any Lot shall not be used for any purpose other than that of a lawn. That portion of any Lot, however, may be used for walks (and drives if otherwise permitted), planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornaments, for the purpose of beautifying any Lot. No field variety of trees, shrubbery or flowers shall be grown on the aforementioned portion of any Lot. No weeds, underbrush, or other unsightly objects shall be allowed to be placed or suffered to remain on that portion of any Lot. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed, or suffered to remain upon any Lot, nor shall a hedge be erected, placed, or suffered to remain upon any Lot without the written consent of the Developer or the Board of Trustees of the Association, as to its type, height, width, color, upkeep and the general conditions pertaining thereto. No fence, hedge, wall, or enclosure except as conforms to the terms and conditions of the consent of the Developer or Board of Trustees of the Association shall be erected, placed, or suffered to remain upon any Lot.

If, in the opinion of the Developer or the Board of Trustees of the Association, by reason of the shape, dimensions or topography of any Lot herein described, or by reason of the type of Dwelling to be erected or for any other reason satisfactory to the Developer or Board of Trustees, the enforcement of the provisions of this Section would work a hardship, the Developer or Board of Trustees may modify this provision so as to permit variations in cost, size, type, location or otherwise that will not do material damage to any abutting or adjacent property in the judgment of the Declarant or Board of Trustees.

ARTICLE VI
EASEMENTS

Section 1. Consent for Construction. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of a common
underground sprinkler system to service all Lots and Common Properties in Valley Grove Estates Plat Two and for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits and for water, gas, sewer and 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 highways, now existing or hereafter established, upon which any portion of any Lot may now or hereafter front or abut. The Declarant may at any time assign its right to grant the foregoing covenants for construction.

The Developer hereby expressly reserves to itself, its successors and assigns an easement and right of way in, through, under, over and/or across those portions of each Lot as is necessary for the construction, installation, operation, repair, maintenance, rebuilding, replacement, relocation and removal of a common underground sprinkler system for the benefit and service of all Lots and Common Properties now or hereafter situated in Valley Grove Estates Plat Two or acquired by the Association. The sprinkler system shall include without limitation well points and well casings (if any), all pumps, wires, conduits, pipes and all other necessary components. Those portions of each Lot necessary for the construction, installation, operation, repair, maintenance, rebuilding, replacement, relocation and removal of the sprinkler system shall be determined exclusively by the Developer or by the Board of Trustees of the Association.

The easements shall be appurtenant to and for the benefit of each and every other Lot or Common Property now or hereafter situated in Valley Grove Estates Plat Two or acquired by the Association. The easement rights and privileges shall be perpetual, or for as long as the Developer or the Association shall operate and maintain a common underground sprinkler system in Valley Grove Estates Plat Two, or until the termination of these covenants and restrictions as provided in Article IX of this Amended Declaration.

The Developer further reserves the exclusive right to assign the use of the easements and rights of way.

The Developer reserves to itself and its successors and assigns, and the City of Maumee, Ohio, easements and right-of-ways in, through, under, over and/or across those portions of the rear and sides of each Lot, as shown on the Plats of Valley Grove Estates Plat Two designated as utility right-of-ways, for the construction, operation and maintenance of electrical lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together
with the necessary or proper incidents of appurtenances. No building or other structure, or any part thereof, shall be erected or maintained on any part of the property in Valley Grove Estates Plat Two over or under which the foregoing easements have been granted. The Developer further reserves the exclusive right to assign the use of the easements and right of ways.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Mergers, Combinations, or Consolidations. Upon merger, combination, or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the Covenants and Restrictions established by the Amended Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger, combination or consolidation, however, shall effect any revocation, or change of, or addition to, the Covenants and Restrictions established by this Amended Declaration within the Existing Property, except as herein provided.

Section 2. Prohibited Uses. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any Lot. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained, or permitted upon any Lot. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon any Lot.

No Lot shall be used in any way for any purpose which may endanger the health or reasonably disturb the quiet of the owner or owners of any adjoining lot. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light, or any other purpose shall be erected, placed, or suffered to remain upon any Lot or upon or visible from the outside of any Dwelling without the consent of the Developer or of the Board of Trustees of the Association first having been obtained.
No signs of any character, including those for the sale or rental of a Dwelling or Lot, shall be erected, placed, posted, or otherwise displayed on or about any Lot without the written permission of the Developer, or of the Board of Trustees of the Association.

Section 2. Pets. Other than two (2) dogs, two (2) cats, and birds, all of which shall be maintained within the Dwelling, the maintenance or harboring of any other animal is expressly prohibited in Valley Grove Estates Flat Two.

Section 4. Laundry. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any Lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each Dwelling. No laundry of any kind or other articles shall be exposed or hung for drying at any time on any front porch or in the front of any Dwelling.

Section 5. Yard Equipment. No yard equipment including power tools, power sheers, and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1, of each year prior to 9:00 a.m.

Section 6. Storage of Property. Any commercial vehicle, boat, house car, trailer or other similar housing device stored on any Lot in Valley Grove Estates Flat Two shall be housed within a garage.

Lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon any Lot, building materials may be stored on that Lot. Any building materials not incorporated in the building within ninety (90) days after it is delivered to a Lot shall be removed. Structures must be completed by an Owner within six (6) months of the date of the beginning of construction.

Section 7. Refuse, Rubbish and Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer or by the Board of Trustees of the Association.
ARTICLE XVII
MISCELLANEOUS SERVICES AUTHORIZED

Section 1. Services Which May be Performed at the Option of the Association. The Developer shall have the right to make such improvements and provide such facilities on any Common Properties as it considers to be advantageous to the Properties and to the Owners of Lots and Dwellings within the Properties, and the Association shall be obligated to accept those improvements and facilities and to properly maintain them at its expense. The Association, at its expense, also shall maintain and carry on services instituted, from time to time, by the Developer for the benefit of the Properties and the Owners of Lots and Dwellings. In addition to the required maintenance of the Common Properties and of the improvements and facilities thereon, and the above services required to be performed, the Association may furnish (but shall not be required to furnish) such services as the Board of Trustees of the Association, from time to time, by resolution, may propose, but not until after the proposed additional services are authorized by the vote in person or proxy of two-thirds (2/3) of all the votes eligible to be cast by all of the Members of the Association, at a meeting duly called for the purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, setting forth the purpose of the meeting and the proposed additional services to be authorized. Upon such express approval by the Members, the Board of Trustees may place into effect any one or more of the additional services set forth in Sub-Sections (a) through (i) below, within the Properties, assessing the cost of the additional service against all of the Lots within the Properties as part of the annual maintenance assessment or charge to which the Lots are subject, as provided in Article IV, which assessment shall be a lien upon each Lot, and an obligation of each Owner, and shall become due and payable in all respects as provided in Article IV. The additional services which may be authorized by this procedure (provided the Developer shall not have instituted them as provided above), are as follows:

(a) To provide for the collection and removal of refuse, rubbish and garbage;

(b) To care for, spray, trim, protect, plant and replant trees on any streets, or other public or quasi-public places within the Property; to care for, protect, and replant shrubbery; and to mow, roll, seed, renovate, and otherwise maintain grass for parks or highways which are in streets, at intersections or in other public or quasi-public places;

(c) If the municipality does not do so, to provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;

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(c) To provide for the repair, maintenance or replacement of any gateways, gatehouses, entrances, pools, ponds, or any other ornamental features or amenities beneficial to or providing esthetic pleasure and enjoyment to the Members generally;

(a) To provide for the cleaning and maintenance of any streams and natural or artificial watercourses or bridges over the same;

(f) To maintain and operate, lights and lighting fixtures along public streets, parks, parking areas, parkways, pedestrian ways, gateways and entrances, and at such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the municipality;

(g) To maintain and, where necessary, (subject to the approval of governmental officials, where required) provide signs for marking streets, giving directions, or warning of safety hazards;

(h) To employ and compensate qualified officers and persons for the purpose of providing such auxiliary police protection as the Association may deem necessary or desirable in addition to that rendered by governmental authorities;

(i) To provide and maintain shelters at convenient locations for school children and other persons awaiting bus transportation;

(j) To provide, equip, maintain, operate and charge admission fees for tennis courts, swimming pools, play courts, playing fields, and other places of recreation, amusement, and entertainment;

(k) To provide independently or in cooperation (by contract or other arrangement) with appropriate governmental authorities, or other persons, firms, or corporations, other facilities, services, or amenities, useful or beneficial to Members;

(l) To provide for the construction, installation, operation (including related utility charges if the system is not separately metered for each Lot in the Subdivision), repair, maintenance, rebuilding, replacement, relocation and removal of a common underground sprinkler system for the benefit and service of any and all Properties in Valley Grove Estates Plat Two, including any and all Lots and Common Properties.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions set forth in this Amended Declaration shall run with the land and shall be binding upon the Owners and all persons claiming under or through the Owners until the first day of January, 2000, at which time these covenants and restrictions shall automatically be extended for
successive periods of ten (10) years each. These covenants and restrictions may be amended prior to January 1, 2000 with written approval of the then Owners of not less than two-thirds (2/3) of the Lots in Valley Grove Estates Plat Two, 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. These covenants and restrictions may be terminated after January 1, 2000 with the written approval of the Owners of not less than one half (1/2) of the Lots in Valley Grove Estates Plat Two upon the filing with the Recorder of Lucas County, Ohio, an instrument setting forth the termination and signed by all the approving Lot Owners with the formalities required by law.

Section 2. Acceptance. Each Grantee of the Developer or of the Owners of any Lot, by the acceptance of a deed of conveyance, accepts the same subject to all the restrictions, conditions, covenants, reservations, easements, and the jurisdiction rights and powers of Developer and the Association, created or reserved by this Amended Declaration or by Plat or Deed Restrictions which have been recorded. 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 as though the provisions of this Amended Declaration were recited and reproduced at length in each and every deed of conveyance.

Section 3. Enforcement. The Developer, its successors and assigns reserve and are hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions hereinafter contained, to enter the property upon or as to which the violation or breach exists, and to summarily abate and remove, at the expense of the Owner, any erection, thing or condition that may be or exists upon the property contrary to the intent and meaning of the provisions for this Amended Declaration as interpreted by the Developers or the Board of Trustees of the Association. Neither the Developer nor the Board of Trustees shall be deemed guilty of any manner or trespass for entry, abatement, or removal pursuant to the foregoing provision.

The Developer, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, rights, reservations, limitations, agreements, liens, charges, covenants and conditions imposed by the provisions of this Amended Declaration.
Section 4. Approval of Developer or Board of Trustees. Whenever any covenant, reservation, agreement or restriction provides for the approval, designation, determination, modification, consent or any other action by the Developer or by the Board of Trustees of the Association, approval, designation, modification, consent or any other action by an attorney in fact authorized to sign deeds or behalf of the Developer or by the Board of Trustees shall be sufficient pursuant to a recorded power of attorney.

In all instances where plans and specifications are required to be submitted to and are approved by the Developer or by the Board of Trustees of the Association if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 5. Assignment. The Developer at its discretion may by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with rights, privileges and powers herein retained by the Developer, which assignment shall be recorded in the Office of the Recorder of Lucas County, Ohio.

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

Section 6. Non-Waiver. No restrictions imposed herein shall be abrogated or waived by any failure to enforce the provisions hereof no matter how many violations or breaches may occur.

Section 7. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Amended Declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 8. Notice. Any notice required to be sent to any Member or Owner under the provision of this Amended Declaration shall be deemed to have been properly sent, and notice is thereby given, when mailed, by regular mail, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member of the Records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.
Section 9. Violation of any of the rules and regulations of the Association acquiring the rights and benefits of the Developer shall be deemed a violation of this Amended Declaration and may be enjoined as herein provided.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO, as Mortgagee, hereby joins in the execution of this Amended Declaration for the purpose of consenting to the adoption of the same.

IN WITNESS WHEREOF, the Developer, Avery-Heinl Co., Inc., has caused this instrument to be executed by Bernard J. Heinl, its President, and Paul T. Avery, its Secretary, the day and year first above written.

Signed in the presence of:

[Signatures]

By:  
By:  
By:  

BERNARD J. HEINL, President
PAUL T. AVERY, Secretary

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of November, 1984, by Bernard J. Heinl, President, and Paul T. Avery, Secretary, of Avery-Heinl Co., Inc., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

MORTGAGEE'S CONSENT

First Federal Savings and Loan Association of Toledo, the mortgagee of the above-described premises, hereby grants its consent to the execution and recording of the foregoing Amended Declaration of Covenants and Restrictions, preserving, however, all of its rights as mortgagee thereof.

Signed in the presence of:

[Signatures]

By:  
By:  
By:  

JOHN W. WALDVOGEL, Executive Vice President
GREGORY S. OVIE, Assistant Vice President
STATE OF OHIO
COUNTY OF LUCAS

Before me, a notary public in and for the county, personally appeared John N. Waldvogel, Executive Vice President and Gregory Sova, Assistant Vice President of First Federal Savings and Loan Association of Toledo, who acknowledged that they did sign the Mortgagee's Consent as such officers of First Federal Savings and Loan Association of Toledo, and that the instrument is the voluntary act and deed of John N. Waldvogel and Gregory Sova, as such officers, and the voluntary act and deed of First Federal Savings and Loan Association of Toledo, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 29th day of November, 1984.

[Notary Public Signature]

This Instrument Prepared By: Thomas P. Killam, Esq.
5740 Eastwood Boulevard
Toledo, Ohio 43614

RECEIVED & RECORDED
DEC 4 - 10:44AM

SANDY KELLOWS
RECEIVE LUCAS COUNTY, OHIO

-20-
SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS AS TO LOTS NUMBERS SEVEN (7) THROUGH THIRTY-SIX (36), VALLEY GROVE ESTATES PLAT TWO, A SUBDIVISION IN THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

THIS SECOND AMENDED Declaration of Covenants and Restrictions made this 5th day of January, 1985, by Avery-Heil Co., Inc., an Ohio corporation having its principal office at P. O. Box 7385, Toledo, Ohio 43615, Robert R. Flakoski and Transtar Associates, an Ohio general partnership (hereinafter referred to as "Declarants").

WITNESSETH:

WHEREAS, by Declaration of Covenants and Restrictions dated June 9, 1980, and recorded as Mortgage No. 80-436089 through 80-436108, inclusive, in the office of the Lucas County Recorder (hereinafter referred to as the "Declaration") Henry Zydorf and Sylvia Zydorf, the then record owners of the following described real estate, situated in the City of Maumee, Lucas County, Ohio:

Lots numbers one (1) through thirty-five (35) inclusive, in Valley Grove Estates Plat One and Plat Two, a Subdivision in the City of Maumee, Lucas County, Ohio

subjected those lands to certain covenants, restrictions, easements, obligations and liens for the benefit of the future owners of lots in Valley Grove Estates and

WHEREAS, amendment of the Declaration was permitted by the consent of the owners of not less than two-thirds (2/3) of the lots in Valley Grove Estates; and

WHEREAS, by Amended Declaration of Covenants and Restrictions as to Lots numbers seven (7) through thirty-six (36), Valley Grove Estates Plat Two, a Subdivision in the City of Maumee, Lucas County, Ohio, dated November 28, 1984, and recorded as Mortgage No. 84-1425-007 through 84-1425-010, inclusive, (the "Amended Declaration") Avery-Heil Co., Inc. as the owner of all the lots in Valley Grove Estates Plat Two amended the Covenants and Restrictions as to Lots numbers seven (7) through thirty-six (36); and

WHEREAS, amendment of the Amended Declaration is permitted by the consent of the owners of not less than two-thirds (2/3) of the lots in Valley Grove Estates Plat Two; and

WHEREAS, the Declarants are the present record owners of all the lots in Valley Grove Estates Plat Two (hereinafter referred to as "Valley Grove Estates Plat Two" or sometimes as the "Subdivision") and

C 85 106401 85-100601
WHEREAS, with respect to each Lot in the Subdivision there is a common walkway or walkways shared with the adjoining Lot on each side or sides, which walkway or walkways is, or are, situated in part upon the Lot and in part upon the adjoining Lot or Lots; and

WHEREAS, it is the intention and desire of the Declarants to establish joint walkways to cure the encroachments throughout Valley Grove Estates Plat Two, all for the convenience and benefit of themselves and their respective heirs, successors and assigns; and

WHEREAS, the mailboxes for all Lots in Valley Grove Estates Plat Two have been clustered and placed on Lots thirty-one (31) and thirty-five (35); and

WHEREAS, it is the intention and desire of the Declarants to establish easements on Lots thirty-one (31) and thirty-five (35) for such mailbox clusters and for the benefit of all the Lots in Valley Grove Estates Plat Two, and the Declarants’ respective heirs, successors and assigns.

NOW, THEREFORE, the previously described Amended Declaration of Covenants and Restrictions is hereby supplemented as to Article VI by adding the following materials:

Section 2. Easement for Common Walkways. The Declarants hereby reserve to themselves, their heirs, successors, and assigns an easement and right of way to freely pass and repass, to and fro, on foot, over and/or across those portions of each Lot upon which is, or are, constructed a common walkway or walkways for the benefit of the Lot and the respective adjoining Lots, which common walkway or walkways are more particularly described in the attached Exhibit "A".

Each Lot owner adjoining such common walkways shall pay one-half (1/2) of the cost of repairing and maintaining the presently existing walkway and neither will obstruct the walkway.

Section 3. Mailbox Easements. The Declarants hereby reserve to themselves, their heirs, successors and assigns, for the benefit of all owners of Lots in Valley Grove Estates Plat Two, an easement and right of way over and upon those portions of Lots numbers thirty-one (31) and thirty-five (35) Valley Grove Estates Plat Two as more particularly described in the attached Exhibit "B", for the purpose of constructing, installing, repairing and maintaining common mailbox clusters and for the collection and deposit of mail by the respective Lot owners.

The maintenance and repair of the common mailboxes, shall be the obligation of the Property Owners' Association, the cost of which shall be included in the Annual Assessments provided for in Article IV of the Amended Declaration.

First Federal Savings and Loan Association of Toledo, as mortgagee, hereby joins in the execution of this second amended Declaration for the purpose of consenting to the adoption of the same.
IN WITNESS WHEREOF, the Declarants, Avery-Heinl Co., Inc., Robert R. Fialkowski and Transtar Associates, an Ohio general partnership, have caused this instrument to be executed the day and year first above written.

Signed in the presence of:

AVERY-HEINL CO. INC.

By: Bernard J. Heinl, President

By: Paul T. Avery, Secretary

By: Robert R. Fialkowski

TRANSTAR ASSOCIATES,
an Ohio general partnership

By: Daniel L. Bollin

By: Richard L. Byersmith

STATE OF OHIO   } SS:
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this 26th day of January, 1985, by Bernard J. Heinl, President, and Paul T. Avery, Secretary, of Avery-Heinl Co., Inc., an Ohio corporation, on behalf of the corporation.

GREGORY L. KRAFT
Notary Public

STATE OF OHIO   } SS:
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this 26th day of January, 1985, by Robert R. Fialkowski.

Notary Public
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this _ day of January, 1985, by Daniel L. Bollin and Richard E. Byersmith, partners, on behalf of Transtar Associates, an Ohio general partnership.

Notary Public

MORTGAGEE'S CONSENT

First Federal Savings and Loan Association of Toledo, the mortgagee of the above-described premises, hereby grants its consent to the execution and recording of the foregoing Amended Declaration of Covenants and Restrictions, preserving, however, all of its rights as mortgagee thereof.

Signed in the presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO

STATE OF OHIO

COUNTY OF LUCAS

Before me, a notary public in and for the county, personally appeared Larry J. Kosakowski, Vice-President and Gregory Sava, Assistant Vice-President, of First Federal Savings and Loan Association of Toledo, who acknowledged that they did sign the Mortgagee's Consent as such officers of First Federal Savings and Loan Association of Toledo, and that the instrument is the voluntary act and deed of Larry J. Kosakowski and Gregory Sava, as such officers, and the voluntary act and deed of First Federal Savings and Loan Association of Toledo, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 30th day of January, 1985.

RECEIVED & RECORDED

JAN 3 1985

SANDY ISENBERG
Recorder, Lucas County, Ohio

Notary Public State of Ohio

85 106404

85 100004
SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
AS TO LOTS NUMBERS SEVEN (7) THROUGH THIRTY-SIX (36),
VALLEY GROVE ESTATES PLAT TWO,
A SUBDIVISION IN THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

THIS SECOND AMENDED Declaration of Covenants and Restrictions made this 22nd day of January, 1985, by Avery-Heini Co., Inc., an Ohio corporation having its principal office at P. O. Box 7385, Toledo, Ohio 43615, Robert R. Finkowski and Transtar Associates, an Ohio general partnership, hereinafter referred to as "Declarants".

WITNESSETH

WHEREAS, by Declaration of Covenants and Restrictions dated June 9, 1980, and recorded as Mortgage No. 80-436CD through 80-436108, inclusive, in the office of the Lucas County Recorder (hereinafter referred to as the "Declaration") Henry Zyskof and Sylvia Zyskof, the then record owners of the following described real estate, situated in the City of Maumee, Lucas County, Ohio:

Lots numbers one (1) through thirty-five (35) inclusive, in Valley Grove Estates Plat One and Plat Two, a Subdivision in the City of Maumee, Lucas County, Ohio

subjected those lots to certain covenants, restrictions, easements, obligations and liens for the benefit of the future owners of lots in Valley Grove Estates; and

WHEREAS, amendment of the Declaration was permitted by the consent of the owners of not less than two-thirds (2/3) of the Lots in Valley Grove Estates; and

WHEREAS, by Amended Declaration of Covenants and Restrictions as to Lots numbers seven (7) through thirty-six (36), Valley Grove Estates Plat Two, a Subdivision in the City of Maumee, Lucas County, Ohio, dated November 28, 1984, and recorded as Mortgage No. 84-1425-A07 through 84-1425-C02, inclusive, (the "Amended Declaration") Avery-Heini Co., Inc. as the owner of all the lots in Valley Grove Estates Plat Two amended the Covenants and Restrictions as to Lots numbers seven (7) through thirty-six (36); and

WHEREAS, amendment of the Amended Declaration is permitted by the consent of the owners of not less than two-thirds (2/3) of the lots in Valley Grove Estates Plat Two; and

WHEREAS, the Declarants are the present record owners of all the lots in Valley Grove Estates Plat Two (hereinafter referred to as "Valley Grove Estates Plat Two" or sometimes as the "Subdivision") and
WHEREAS, with respect to each Lot in the Subdivision there is a common walkway or walkways shared with the adjoining Lot on each side or sides, which walkway or walkways is, or are, situated in part upon the Lot and in part upon the adjoining Lot or Lots; and

WHEREAS, it is the intention and desire of the Declarants to establish joint walkways to cure the encroachments throughout Valley Grove Estates Plat Two, all for the convenience and benefit of themselves and their respective heirs, successors and assigns; and

WHEREAS, the mailboxes for all Lots in Valley Grove Estates Plat Two have been clustered and placed on Lots thirty-one (31) and thirty-five (35); and

WHEREAS, it is the intention and desire of the Declarants to establish easements on Lots thirty-one (31) and thirty-five (35) for such mailbox clusters and for the benefit of all the Lots in Valley Grove Estates Plat Two, and the Declarants' respective heirs, successors and assigns.

NOW, THEREFORE, the previously described Amended Declaration of Covenants and Restrictions is hereby supplemented as to Article VI by adding the following materials:

Section 2. Easement for Common Walkways. The Declarants hereby reserve to themselves, their heirs, successors, and assigns an easement and right of way to freely pass and repass, to and fro, on foot, or on foot and/or across those portions of each Lot upon which is, or are, constructed a common walkway or walkways for the benefit of the Lot and the respective adjoining Lots, which common walkway or walkways are more particularly described in the attached Exhibit "A".

Each Lot owner adjoining such common walkways shall pay one-half (1/2) of the cost of repairing and maintaining the presently existing walkway and neither will obstruct the walkway.

Section 3. Mailbox Easements. The Declarants hereby reserve to themselves, their heirs, successors and assigns, for the benefit of all owners of Lots in Valley Grove Estates Plat Two, an easement and right of way over and upon those portions of Lots numbers thirty-one (31) and thirty-five (35) Valley Grove Estates Plat Two as are more particularly described in the attached Exhibit "B", for the purpose of constructing, installing, repainting and maintaining common mailbox clusters and for the collection and deposit of mail by the respective Lot owners.

The maintenance and repair of the common mailboxes shall be the obligation of the Property Owners' Association, the cost of which shall be included in the Annual Assessments provided for in Article IV of the Amended Declaration.

First Federal Savings and Loan Association of Toledo, as mortgagee, hereby joins in the execution of this second amended Declaration for the purpose of consenting to the adoption of the same.
IN WITNESS WHEREOF, the Declarants, Avery-Heini Co., Inc., Robert R. Fiasko and Transtar Associates, an Ohio general partnership, have caused this instrument to be executed the day and year first above written.

Signed in the presence of:

AVERY-HEINI CO., INC.

By: [Signature]

By: [Signature]

By: [Signature]

Robert R. Fiasko

PAUL T. AVERY, Secretary

TRANSSTAR ASSOCIATES,
an Ohio general partnership

By: [Signature]

By: [Signature]

By: [Signature]

Daniel L. Bollin

Richard E. Byersmith

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 30th day of January, 1985, by Bernard J. Heini, President, and Paul T. Avery, Secretary, of Avery-Heini Co., Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

GREGORY L. HEINI, CLERK

The foregoing instrument was acknowledged before me this 30th day of January, 1985, by Robert R. Fiasko.

Notary Public
STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 27th day of January, 1985, by Daniel L. Bollin and Richard E. Byersmith, partners, on behalf of Transtar Associates, an Ohio general partnership.

MORTGAGEE'S CONSENT

First Federal Savings and Loan Association of Toledo, the mortgagee of the above-described premises, hereby grants its consent to the execution and recording of the foregoing Amended Declaration of Covenants and Restrictions, preserving, however, all of its rights as mortgagee thereof.

Signed in the presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO  

Before me, a notary public in and for the county, personally appeared Larry J. Kosakowski, Vice-President and Gregory Sova, Assistant Vice-President of First Federal Savings and Loan Association of Toledo, who acknowledged that they did sign the Mortgagee's Consent as such officers of First Federal Savings and Loan Association of Toledo, and that the instrument is the voluntary act and deed of Larry J. Kosakowski and Gregory Sova, as such officers, and the voluntary act and deed of First Federal Savings and Loan Association of Toledo, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 30th day of January, 1985.

RECEIVED & RECORDED  
JAN 3 1985  
SANDY ISKENBERG  
OFFICER, LUCAS COUNTY, OHIO  

Notary Public  State of Ohio  

85 100004