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Phil Copeland
Lucas County Recorder REST

**FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
THE VILLAGE AT WINGATE MEADOW PLAT ONE SUBDIVISION
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO**

This **First Amendment** to the Declarations of Restrictions for The Village at Wingate Meadow Plat One Subdivision, Springfield Township, Lucas County, Ohio, is made this 29th day of January, 2013.

Recitals

WHEREAS, DLB Development, LLC, an Ohio limited liability company (the "Developer") and The Village at Wingate Meadow Homeowners' Association, Inc., an Ohio non-profit corporation (the "Association") filed with the Lucas County Recorder on February 17, 2006, at 20060217-0010187, the Declaration of Restrictions for The Village at Wingate Meadow Plat One Subdivision, City of Toledo, Lucas County, Ohio (the "Declaration of Restrictions") for certain real property located in Springfield Township, Lucas County, Ohio, owned by Developer; and

WHEREAS, Developer reserves the right in Section 1.03 of the Declaration of Restrictions to unilaterally amend the Declaration of Restrictions as long as Developer owns one (1) lot in the subdivision; and

WHEREAS, Developer owns one (1) lot in the subdivision; and

WHEREAS, Developer is desirous of amending the Declaration of Restrictions by this First Amendment to the Declaration of Restrictions as provided below.

NOW THEREFORE, Developer, for itself and its successors and assigns, amends the Declaration of Restrictions as follows:

1. The real property is located in Springfield Township, Lucas County, Ohio, and the heading of the Declarations of Restrictions shall therefore be amended to read as follows:

DECLARATION OF RESTRICTIONS
THE VILLAGE AT WINGATE MEADOW PLAT ONE SUBDIVISION
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO

2. Section 5.03 shall be deleted in its entirety and replaced with the following new Section 5.03:

5.03 If any lot owner is in default of the payment of the annual assessment as provided in Section 5.01 above, or the capital funds assessment as provided in Section 5.02 above, or the special individual lot owner assessment as provided in Section 5.05 below, for more than thirty (30) days from the date such assessment is due and payable, a Notice of Lien in substantially the following form may be filed and recorded in the Lien Records of the Office of the Recorder of Lucas County, Ohio, which Notice of Lien shall identify the residential lot, the year and amount of the unpaid assessment, and shall be executed by an officer of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that The Village at Wingate Meadow Homeowners' Association, Inc. claims a lien for the following unpaid assessments:

_____ for the period(s) _____ in the amount of \$ _____

against the following described premises:

Insert Legal Description

The Village at Wingate Meadow
Homeowners' Association, Inc., an
Ohio non-profit corporation

BY: _____
_____, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, President of The Village at Wingate Meadow Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In any event if said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, and otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses incurred in connection therewith, including its attorney fees. No owner may waive or otherwise escape liability for such assessments provided for herein by non-use of any common areas or any facilities located thereon or by abandonment of their residential lot. The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien. The sale or transfer of any residential lot shall not affect the assessment Lien; provided, however, that the sale or transfer of any residential lot with a mortgage thereon pursuant to judicial foreclosure proceedings may extinguish the payment obligations of such Lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the Lien itself. Said charges and assessments shall be levied as provided herein and shall be applied only toward payment of the costs of collections, improvements, costs and expenses of the Association, and for any and all other purposes which the Associations may determine from time to time to be for the general benefit of the owners of the lots in the subdivision.

3. A new Section 5.05 shall be added as follows:

5.05 In addition to the annual assessment as provided in Section 5.01 above, and the capital funds assessment fee as provided in Section 5.02 above, there shall be special individual lot owner assessments assessed against an individual lot owner to reimburse the Association for costs and expenses incurred by the Association to cure any violations of these Declarations by an individual lot owner. Any such individual lot owner assessment shall become due and

payable on such date as the Association determines and give written notice to the individual lot owner subject thereto.

4. Section 6.10 shall be deleted in its entirety and replaced with the following new Section 6.10:

6.10 No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owner or occupiers of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with these Declarations and/or rules and regulations adopted by the Association addressing same. In connection with the housing and maintenance of such household pets, the individual lot owner shall at all times be responsible for and shall police the activities of such pets, and shall clean up after such pets on a daily basis. If the individual lot owner shall fail to police the activities of such pets or shall fail to clean up after such pets on a daily basis, the Association may contract with appropriate individuals or entities to police the activities of such pets and to clean up after such pets, and may bill the individual lot owner for the cost of such services as a special individual lot owner assessment.

5. Section 6.15 shall be deleted in its entirety and replaced with the following new Section 6.15:

6.15 Each lot owner shall be required to install, maintain and use on a regular basis an underground irrigation sprinkler system covering their respective lot(s) to ensure at all times that the subdivision shall maintain a uniform "lush greenscape" appearance of all lots therein. Additionally, in the event that a lot owner's lot lies adjacent to any Common Area, the last row of such lot owner's sprinkler heads shall be positioned in a manner that will allow such sprinkler heads to spray both the lot owner's lot and a minimum of thirty (30) feet of the Common Area lying adjacent thereto. Each lot owner shall also be required to maintain any and all shrubs, trees or landscaping installed by or on behalf of such lot owner in a manner satisfactory to the Association. In the event a lot owner shall fail to maintain any and all shrubs, trees or landscaping installed by or on behalf of such lot owner in a manner satisfactory to the Association, or shall fail to install and maintain their underground irrigation sprinkler system, or shall fail to regularly water to maintain a "lush greenscape" appearance as required herein,

the Association may perform the same, and the costs and expenses incurred by the Association may be assessed against each such lot owner and collected therefrom under the special individual lot owner assessment procedures established herein.

IN WITNESS WHEREOF, DLB Development, LLC, an Ohio limited liability company, has executed this First Amendment to the Declaration of Restrictions on the day and year first above written.

DLB Development, LLC

By [Signature]
Daniel L. Bollin, Member

State of Ohio)
)ss.
County of Lucas)

The foregoing instrument was acknowledged before me this 29th day of February, 2013, by Daniel L. Bollin, member, on behalf of DLB Development, LLC, an Ohio limited liability company.



GREGORY C. FARELL, ESQ.
Notary Public - State of Ohio
My commission has no expiration.
Section 147.03 R.C.

[Signature]
Notary Public

Acknowledgment

The undersigned, The Village at Wingate Meadow Homeowners' Association, Inc., an Ohio nonprofit corporation, hereby acknowledges the First Amendment to the Declaration of Restrictions, The Village at Wingate Meadow Plat One Subdivision, Springfield Township, Lucas County, Ohio, this 1st day of February, 2013.

PREPARED BY
GREGORY FARELL
BOF

The Village at Wingate Meadow Homeowners' Association, Inc.

By [Signature]
Daniel L. Bollin, President