

228/24/12

JULIE BAUMGARDNER  
Wood County Recorder  
04/24/2019 12:15 13 201904346  
DOCUMENT TOTAL 228.00  
Volume 3674 Page 401-426 OR

**AMENDMENT TO ARLINGTON WOODS DECLARATION OF RESTRICTIONS**

**WHEREAS**, the undersigned, hereinafter called the "Owners", are the owners of all lot in Arlington Woods Development, Plats I, II, and III in Section 24, Town 4 North, Range 10 East, Liberty Township, Wood County, Ohio, designated in the Wood County, Ohio, Plat records in Volume 15, Page 59, Volume 16, Pages 29 and 30, and Volume 21, Page 480, hereinafter called "Subdivisions", and

**WHEREAS**, a Declaration for Restrictions for Plat I was recorded in Volume 510, Page 139 and a Declaration of Restrictions for Plat II was recorded in Volume 714, Page 88, all in Wood County, Ohio Deed Records

**WHEREAS**, the Owners desire to amend the previous Restrictions as set forth herein to establish for their own benefit and for the benefit of all future Owners, certain easements and rights in, over and to said real estate, and certain Restrictions with respect to the improvement, development, use, occupancy and enjoyment thereof, and a general plan for the development thereof which will be for their own benefit and the benefit of all future Owners of any interest in said Subdivisions, and in order to perpetuate said Subdivisions in a harmonious and desirable residential area This amendment shall supersede and replace any part of the previous Declarations of Restriction that are inconsistent with this Amendment

**NOW THEREFORE**, the Owners, for the purposes aforesaid and in consideration of the enhancement in the value of said real estate and of the benefit accruing to the future Owners and for the mutual benefit and protection of each and every person who now is or shall hereafter be the Owner of any interest in said Subdivisions, and by reason of the adoption of the Restrictions and Covenants hereinafter set forth, do for themselves, their successors and assigns, hereby declare and stipulate that said lots and lands within the Subdivisions shall be conveyed subject to the Restrictions and Covenants hereinafter declared, and that the same shall run with the land

**PART I**

**COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS**  
**APPLICABLE TO ALL SINGLE FAMILY RESIDENTIAL AREAS**

1 No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Area until the proposed building plans, specifications, exterior color and finish, landscaping plan, a plot plan to include the location of existing structure and proposed new structure, drives and parking area, as well as an elevation drawing to scale of any existing structure and proposed new structure, and construction schedule shall have been approved in writing by the Arlington Woods Property Owners Association or any Committee thereof, hereinafter called "Association". Refusal of approval of plans, location or specifications may be based upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion, the Association shall deem sufficient. One (1) copy of all plans and related data shall be furnished to the Association for its records

2 **Structures – Square Footage and Height:**

**Dwelling.** No plans for future construction will be approved unless the proposed dwelling structure will have the minimum required square footage of enclosed dwelling area. Such minimum requirements are 2000 square feet for one story, one and one-half story or two story dwelling structure, plus two car attached garage. Existing dwelling structures are exempted from these square footage requirements, however any additions to an existing dwelling structure must bring the total square footage into compliance herewith. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling, provided however, that decks, porches, patios, attached garages, gardens and atriums that are part of the integral design of the dwelling structure, may not be considered as a part of the "enclosed dwelling area" to meet the minimum square footage requirement. However, consideration of these areas outside the actual enclosed dwelling area shall be solely within the discretion of the Association. The "enclosed dwelling area" will include screened-in porches, if the roof of such dwelling forms an integral part of the roof line of the main dwelling, or if they are on the ground floor of a two story structure. The maximum height of the dwelling structure shall not exceed thirty-five (35) feet from ground level to the highest peak on the said structure. Existing dwelling structures as of the date of these Restrictions are exempted from this height restriction hereinabove.

**Detached Structure:** The maximum size of the footprint for any detached structure shall not exceed eight hundred (800) square feet. The maximum height for any detached structure shall be the lesser of twenty-four (24) feet or the height of the dwelling



structure Existing detached structures as of the date of these Restrictions are exempted from this height restriction hereinabove

3. **Location – Setback Lines and Structure Placement:** The setback lines for Arlington Woods as set forth on the engineering drawings of the Plat Maps filed with Wood County, Ohio are, for one (1) acre lots, fifty (50) feet in from the property line on the street side and thirty-five (35) feet in from the property line for the remaining sides of the said lot, and for one-half (1/2) acre lots, fifty (50) feet in from the property line on the street side and twenty-five (25) feet in from the property line for the remaining sides of said lot. Since the establishment of these standard inflexible building setback lines for the location of dwelling structures and detached structures on lots tends to force construction both directly behind and directly to the side of other dwelling structures or detached structures with detrimental effects on privacy, preservation of trees, safety, etc., the Association shall allow for deviation from the above said “standard inflexible building setback lines” as follows. Any deviation from the above said “standard inflexible building setback lines” must be approved by the Association and shall conform to the following guidelines. First, the minimum setback allowable shall be ten (10) feet in from the property owner’s lot line as set forth in the Liberty Township, Wood County Ohio zoning laws. Second, the minimum distance between the proposed new structure (dwelling or detached) and any existing structure (dwelling or detached) or possible new structure (dwelling or detached) on any adjacent lot shall be fifty (50) feet. In order to assure however, that the location of dwelling structures and detached structures will be staggered where practical and appropriate so that the maximum amount of view will be available to each dwelling structure, and that the structures will be located with regard to the topography of each individual lot, taking into consideration the elevation contours of the lot, the location of large trees and similar considerations, the Association shall have the right to control absolutely and solely to decide the precise site and location of any dwelling structure or detached structure upon all lots and every lot. Provided however, that such location shall be determined only after reasonable opportunity is afforded the lot Owner to recommend a specific site, and provided further that in the event an agreed location, meeting all the criteria for location hereinabove, is stipulated in writing in the contract of purchase, the Association shall approve automatically such location for a residence. Existing structures (dwelling and detached) as of the date of these Restrictions are exempted from the setback restrictions hereinabove.
4. The exterior siding of all dwelling structures and detached structures shall not consist of steel, aluminum, pressed board (masonite type) or vinyl. Steel or aluminum corrugated roofing is not allowed. White and shiny roofing is not allowed. The exterior of all dwelling structures and detached structures must be completed within six (6) months after the construction of same shall have commenced, except where such completion is

impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities

**Special Considerations for Detached Structures:** There are two (2) types of detached structures, Permanent and Moveable. Permanent detached structures shall be standard stick construction (not a pole building) and either footer and block foundation with concrete floor, or concrete slab with proper rat wall depth per Wood County Ohio regulations. Movable detached structures must be set on either stone or concrete pad and must have a wood floor. Detached structures must compliment the style of the dwelling structure.

- 5 All lots in said Residential Areas shall be used for single family purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling structure and one (1) detached structure which may include a detached private garage and/or servant's quarters, provided that such building is not used for any activity normally conducted as a business and is in accordance with all zoning regulations. Such detached structure may not be constructed prior to the construction of the main dwelling structure.
- 6 A guest suite or a like facility without a kitchen may be included as part of the main dwelling structure or detached structure, but such suite may not be rented or leased except as part of the entire premises including the main dwelling structure.
- 7 It will be the responsibility of each lot Owner to prevent the development of any unclean, unsightly or unkempt conditions or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
- 8 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. Further there shall not be maintained any animals other than those normally considered as household pets without prior written approval of the Association.
- 9 In order to implement effective insect and woods fire control, the Association reserves for itself and its agents the right to enter upon any lot on which a dwelling structure has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made (at the expense of the lot Owner through assessment by the Association) by personnel with tractors or other



suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which to the opinion of the Association detracts from the overall beauty, setting and safety of the other Owners. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this Paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

10. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings. Provided however, such permission will not be unreasonably withheld. Size, shape, color and design of such signs shall be subject to written approval by the Association.
11. Each lot owner shall provide space for parking six (6) automobiles off the street prior to the occupancy of any dwelling structure constructed on said lot in accordance with reasonable standards established by the Association and Paragraph 1, Part I herein.
12. The Association reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and communication/television cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, communication/television equipment, gas, sewer, water and other public conveniences or utilities on, in or over the street side ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat, provided further that the Association may cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Further, the Association shall have the right to locate wells, pumping stations and tanks within residential areas on any walkways, or residential lot designated for such use on the applicable plat of a Subdivision or to locate upon any lot with the permission of the Owner of such lot. Such rights may be exercised by any licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

- 13 No structure of a temporary character shall be placed upon any lot at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction Further that this prohibition shall not apply to approved, detached moveable structures
- 14 No trailer, recreational vehicle or other similar structure or vehicle shall be placed on any lot without annual written approval of the Association
- 15 No bulk fuel storage tanks for gasoline, propane or any other fuel shall be placed on any lot at any time unless written approval is obtained from the Association
- 16 No large tree measuring four (4) inches or more in diameter at ground level may be removed without the written approval of the Association unless located within ten (10) feet of the main dwelling structure or detached structure or within ten (10) feet of the approved site for such structure
- 17 No single lot may be subdivided so as to create two or more building lots from the original lot
- 18 The Association shall, notwithstanding any provision in the Declaration, have the right to build any bridges, walkways or fixed spans across any or all natural or man-made canals, creeks or lakes in said Subdivisions Nothing in this Paragraph shall be construed as placing an affirmative obligation on the Association to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded Plat of the Subdivisions or section of lots referred to and incorporated in the deed of conveyance to the grantee lot Owner asserting such affirmative obligation to the grantor Association
- 19 Members and other residents shall not engage in any abusive or harassing behavior, either Verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors



**PART II**

**SPECIAL RESTRICTIONS AFFECTING LIMITED COMMON AND GENERAL COMMON AREAS**

- 1 It shall be the intent and purpose of these Restrictions and Covenants to maintain and enhance certain areas designated as Private Common Areas on plats now or hereafter filed for record in the Office of the Recorder of Wood County, Ohio, by the Association. It shall be the further intent and purpose of these Restrictions and Covenants to protect natural streams and water supplies, to maintain and enhance the conservation of soils, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Arlington Woods master plan for development.

2 **COMMON AREAS.**

**DEFINITION OF REFERENCES:** The References to Lots used in this "COMMON AREAS" paragraph 2 are defined as follows, Lot 6 of Plat I is the area between State Route 25 and residential Lots 1, 2, and 3, and includes the North Pond as shown in the Plat Volume 15, Page 59; Lot 39 of Plat II is the area between State Route 25 and residential Lots 20, 21, 22, and 23, and includes the South Pond as shown in Plat Volume 16, Page 29, and Lot 41 of Plat III is the Meadow consisting of seventy-three (73) plus acres as shown in Plat Volume 21, Page 480.

A Common Area shall be of two classifications, one known as Limited Common Areas, and one known as General Common Areas. Limited Common Areas are areas that shall be retained in their natural state for the purposes as set forth in Paragraph 1 of Part II of these Covenants and Restrictions, General Common Areas, in addition to those purposes as set forth in Paragraph 1 under Part II of these Covenants and Restrictions shall be used to afford and enhance recreational opportunities of the Subdivisions, Lot 6 of Plat I, lot 39 of Plat II, and Lot 41 of Plat III shall be General Common Areas. The Limited Common Area will include all areas not assigned a lot number in Plat I and II, which in all cases shall include but not be limited to the roadways and the areas between all lots.

- 3 It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any Common Areas for a period longer than 7 days.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly granted to the Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, pheasant and other wildlife, to make access trails or paths through said Common Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Common Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Common Areas
5. The Association shall have the right to protect from erosion the land described as Common Areas by planting trees, plants and shrubs where and to the extent necessary, or other means deemed expedient or necessary by the Association. The right is likewise reserved to the Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Common Areas. The Association shall also have the right to cut fire breaks, and in general to do all things necessary to provide for a safe recreational environment in such Common Areas
6. The Association shall have the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, communication/television services, gas, sewer, water or other public conveniences or utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service
7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive noxious material shall be placed upon such Common Areas except as is temporary and incidental to the bona fide improvement of the Area in a manner consistent with its classification as Common Areas
8. The establishment of Common Areas does in no way grant to the general public at large or to the owners of any surrounding or adjacent land outside the Subdivisions, the right to enter such Common Areas without the express permission of the Association.
9. Owners with lots adjacent to the roadway shall be allowed to clear vegetation from the Common Area between dwelling and roadway to the extent deemed suitable by the Owner, with the exception that trees measuring four (4) inches or more in diameter at ground level may not be removed without the written approval of the Association. All remaining



Common Areas to the sides and rear are to left in their natural state, as provided elsewhere in these Restrictions

- 10 It is expressly understood and agreed that the establishment of Common Areas or the declaration of these Special Restrictions does in no way place a burden of affirmative action on the Association, that the Association is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind
- 11 Where the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the residential lots, entering the property and taking such action shall not be deemed a breach of these covenants. Costs associated to correct, repair, clean, preserve, clear out or do any action, will be assessed to the owner of said residential lot
- 12 **GUNS AND HUNTING.**
  - a) Discharge of guns of any type will not be permitted on any properties, Common or Private within the confines of the Association.
  - b) Only bow hunting is permitted.
  - c) A permit is required to hunt on Association property. Permits are only issued to residents of the Association and their immediate family
  - d) All State of Ohio hunting regulations must be followed
  - e) A copy of the permit must be carried by each hunter and if parking in the Meadow, a copy must be in the vehicle visible through the windshield
  - e) Hunting is only allowed in the large deep woods at the west end of Lot 41 of Plat III
- 13 **NO BURNING:** The Association is obligated to abide by and enforce in accordance to Ohio EPA Burning/No Burning regulations. As such, there shall be no burning of any kind on any Common Grounds, provided however, that a recreational fire (campfire) no bigger than three (3) feet wide and two (2) feet high may be allowed with prior Association approval. Residents should be aware of Ohio EPA Burning/No Burning regulations concerning burning on their private property

### **PART III**

#### **DURATION OF COVENANTS**

All Covenants, Restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the original execution date of the first Declaration of Restrictions, which was the 10<sup>th</sup> day of September, 1974 and after which time all said Covenants shall be automatically extended for successive periods of ten (10) years

**Amendments:** Except as otherwise expressly provided herein, the Declaration and the covenants and restrictions amended herein may be amended or terminated with the written approval of the then owners of not less than 2/3 of the residential lots in Arlington Woods Development (all Plats), which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law

#### **VIOLATIONS AND APPEALS**

1. In the event of a violation or breach of any of the Restrictions contained herein by any lot Owners, or agent of such Owner, the Owners of any lot or lots in the neighborhood or Subdivisions, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Any violation of any rule of the Association would generate a complaint letter issued by the Secretary to the property owner, requiring corrective action in 30 days or less. If no corrective is taken by the homeowner, a fine of \$100 may be charged to the homeowner's assessment. If the condition is still in violation at the end of 90 days, a fine of \$200 may be levied. A \$200 per quarter fine will continue until corrective action occurs. Unpaid fines and legal costs associated with the collection will become a lien on the property. In addition to the foregoing, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the Subdivisions, any structure which is in violation of these Restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same



breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any Restrictions of these Covenants shall in no way affect any of the other Restrictions, but they shall remain in full force and effect.

- 2 APPEALS. Applies only to new dwelling structures and new detached structures. The Association has established the following automatic appeal when a tie vote for approval of new dwelling structures or new detached structures occurs:

The Association has the final approval authority on the disposition of all requests to place/construct a dwelling structure or detached structure on any lot. If the Architectural Control Committee is unable to make a decision based on a tie vote for approval, then the request for the dwelling structure or detached structure will be taken to all the members of the Association, along with the request, the plans presented and all Association discussions to the time of the vote. The members will vote to approve via a secret vote, the method of which is as follows:

The Members will receive all of the pertinent information described above via Certified mail. In the Certified mail will be an addressed, stamped return Post Card that the Member will circle a YES or a NO and drop in the mail. The time allowed for this vote will be 2 weeks (14 days) beginning with the Postmark date on the Certified mailing to and including the Postmark date on the return Post Card. Sixty percent (60%) of the total votes of the Members must be returned to constitute a quorum. Approval of the request to place/construct a dwelling structure or detached structure must receive seventy-five percent (75%) YES votes of the quorum. In the event a quorum is not met the request for approval to place/construct a dwelling structure or detached structure will be disapproved.

This Declaration and Restriction Amendment shall include Lots 1 through 39, plus 41 (Lot 6, 39 and 41 are common ground owned by the association), in Arlington Woods, a Subdivision in Liberty Township, Wood County, Ohio.

The following owners of the Lots in Arlington Woods have executed this document on the dates as set forth below.

ARLINGTON WOODS PROPERTY OWNERS

Elaine Wichman Spence Unmarried

Elaine Wichman  
Lot 37

Date  
1/10/19

Date

P. Ronald Greavu, husband  
Lot 38

Date

Linda C. Long, wife

Date

Arlington Woods Property Owners Association Lot 39 and 41

Jennifer Robinson 1-10-19  
By: Jennifer Robinson, President

STATE OF OHIO, COUNTY OF WOOD, SS:

Before me, a Notary Public in and for said county and state, personally appeared

<u>Priscilla K Coleman</u>	<u>Jeffrey Dean Burkett</u>
<u>Richard B. Ward</u>	<u>Michael J. DeVries</u>
<u>Dana D. Ward</u>	<u>Dawn L. DeVries</u>
<u>Jennifer Robinson</u>	<u>James H. Schwab</u>
<u>Roy Clark II</u>	<u>Lorena Schwab</u>
<u>James H. Clark</u>	<u>Tyler E. Mohre</u>

who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 10 day of January, 2019.



Belinda Bates  
Notary Public

This instrument prepared by:  
Spitler Huffman, LLP  
Bowling Green, OH 43402



Jeffrey E. Pressley Date

Lot 1

*Priscilla Coleman 1-10-19*

Priscilla K. Coleman Date

Lot 2

Spouse of Jeffrey E. Pressley Date

*Unmarried.*

Spouse of Patricia K. Coleman Date

John M. Powell, husband Date

Lot 3

Judith E. Powell, wife Date

Rick E. McGee, husband Date

Lot 4

*Richard R. Ward 1-10-19*

Richard R. Ward, husband Date

Lot 5

Nikki J. McGee, wife Date

*Dana D. Gladstone 1-10-19*

Dana D. Gladstone (Ward), wife Date

Arlington Woods Property Owners Association

*Jennifer Robinson 1-10-19*

Jennifer Robinson President Date

Lot 6

John R. Blinn Date

Lot 7

*Joseph M. Edens 1-10-19*

Joseph M. Edens, husband Date

Lot 8

*Jessica L. Edens 1-10-19*

Jessica L. Edens, wife Date

Joseph M. Edens, husband      Date  
Lot 8

Jessica L. Edens, wife      Date

Roy Clark II, husband      Date  
Lot 9

Jane H. Clark, wife      Date

Jeffrey Dean Burkett      Date  
Lot 10

Spouse of Jeffrey Dean Burkett      Date

 1-10-19  
Joseph C. Bates      Date  
Lot 11

 1-10-19  
Spouse of Joseph C. Bates

Michael J. Devries, husband      Date  
Lot 12

Dawna L. Devries, wife      Date

Thomas A. Snyder, husband      Date  
Lot 13

Jacqueline J Snyder, wife      Date

Scott A. Estep, husband      Date  
Lot 14

Kimberly D. Estep      Date

Charles A. Fetzek, husband      Date  
Lot 15

Therese Fetzek, wife      Date

James H. Schwab, husband      Date  
Lot 16

Lorena A Schwab, wife      Date

Edward Eric Sommers, husband      Date  
Lot 17

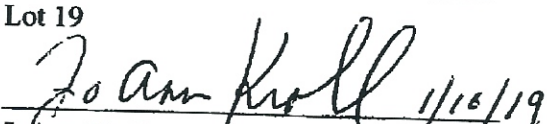
Joanne McDonald Sommers, wife      Date

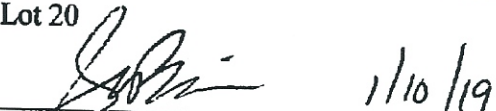



P & J Thayer Family Limited Partnership

Paul Thayer, Partner  
Lot 18


  
Tyler E. Mohre, husband  
Date 1/10/19

  
JoAnn Kroll  
Date 1/10/19

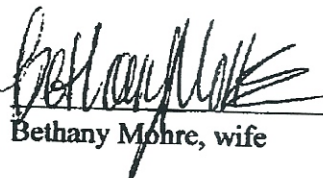
  
Gary L. Bair, husband  
Lot 20  
Date 1/10/19

  
John H. King, husband  
Lot 21  
Date 1-11-19.

Kyle T. Richardson,  
Lot 23

  
John E. Clegg, husband  
Lot 24  
Date 1/10/19

Julie Thayer, Partner  
Date

  
Bethany Mohre, wife  
Date 1/10/19

Date


Denise M. Bair, wife  
Date

  
Ann C. King, wife  
Date 1/10/19

Paige L. Kutschbach,  
Date

  
Linda S. Clegg, wife  
Date 1/10/2019

Kenneth E. Steffan, Trustee of the Kenneth E Steffan Revocable Trust dated 3/2/1993  
Lot 25

  
Douglas W. King  
Lot 26  
Date 1/10/19

  
Spouse of Douglas W. King  
DAWN KING  
Date 1/10/19

Phillip J. Clement 1/10/19  
Phillip J. Clement, husband Date  
Lot 27

Wendy Watson 1/10/19  
Wendy Watson, wife Date  
Lot 28

Mark Van de Heijning 1/10/19  
Mark Van de Heijning, husband Date  
Lot 29

Linda K. Smead 1/10/19  
Linda K. Smead Date  
Lot 30

Gene A. Robinson 1/10/19  
Gene A. Robinson, husband Date  
Lot 31

Chad M. Hanna 1/10/19  
Chad M. Hanna, husband Date  
Lot 32

Elizabeth A. Weddington 1/10/19  
Elizabeth A. Weddington Date  
Lot 33

Stephen C. Bateson 1/10/19  
Stephen C. Bateson, husband Date  
Lot 34

Donna J. Johnson 1-10-19  
Donna J. Johnson Date  
Lot 35

Daniel C. Piccolo 1/10/19  
Daniel C. Piccolo, husband Date  
Lot 36

Meghan L. Clement 1/10/19  
Meghan L. Clement, wife Date

Charlie Stelle 1/10/19  
Charlie Stelle, husband Date

Elizabeth Van de Heijning 1/10/19  
Elizabeth Van de Heijning, wife Date

Widowed 2/6/196  
Date

Jennifer Robinson 1-10-19  
Jennifer Robinson, wife Date

Julie A. Hanna 1/10/19  
Julie A. Hanna, wife Date

NA  
Spouse of Elizabeth Weddington Date

Terr L. Bateson 1-10-19  
Terr L. Bateson, wife Date

unmarried 1-10-19  
Spouse of Donna J. Johnson Date

Katherine Yates 1-10-19  
Katherine Yates, wife Date



Roy Clark II  
Roy Clark II, husband Date  
Lot 9

Jane H. Clark 4/10/2019  
Jane H. Clark, wife Date

Jeffrey Dean Burkett  
Jeffrey Dean Burkett Date  
Lot 10 1/10/19

not married  
Spouse of Jeffrey Dean Burkett Date

Joseph C. Bates  
Joseph C. Bates Date  
Lot 11

Spouse of Joseph C. Bates

Michael J. DeVries 1/10/19  
Michael J. DeVries, husband Date  
Lot 12

Dawna L. DeVries 1-10-19  
Dawna L. DeVries, wife Date

Thomas A. Snyder, husband  
Thomas A. Snyder, husband Date  
Lot 13

Jacqueline J. Snyder, wife  
Jacqueline J. Snyder, wife Date

Scott A. Estep, husband  
Scott A. Estep, husband Date  
Lot 14

Kimberly D. Estep, wife  
Kimberly D. Estep, wife Date

Charles A. Fetzek, husband  
Charles A. Fetzek, husband Date  
Lot 15

Therese Fetzek, wife  
Therese Fetzek, wife Date

James H. Schwab 1/10/19  
James H. Schwab, husband Date  
Lot 16

Lorena A. Schwab 1-10-19  
Lorena A. Schwab, wife Date

Edward Eric Sommers, husband  
Edward Eric Sommers, husband Date  
Lot 17

Joanne McDonald Sommers, wife  
Joanne McDonald Sommers, wife Date

STATE OF OHIO, COUNTY OF WOOD, SS:

Before me, a Notary Public in and for said county and state, personally appeared Mark Van de Heijining, Elizabeth Van de Heijining, Linda Smead, Gene Robinson, Chad M. Hanna & Julie A. Hanna who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 10 day of January, 2019.



Belinda Bates

Notary Public

STATE OF OHIO, COUNTY OF WOOD, SS:

Before me, a Notary Public in and for said county and state, personally appeared Elizabeth A. Weddington, Stephen C. Bateson, Terri L. Bateson, Donna J. Johnson, Daniel C. Piccolo, Katherine Yates who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 10 day of January, 2019.



Belinda Bates

Notary Public



ARLINGTON WOODS PROPERTY OWNER:

\_\_\_\_\_  
(name)

Denise M. Bair  
(spouse's name) DENISE M BAIR

STATE OF OHIO, COUNTY OF Wood, SS:

Before me, a Notary Public in and for said county and state, personally appeared  
Denise M. Bair

who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 29<sup>th</sup> day of January, 2019

Laura A. Pinaro  
Notary Public



**Laura A. Pinaro**  
Notary Public, State of Ohio  
My Commission Expires July 26, 2019

STATE OF OHIO, COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public in and for said county and state, personally appeared

\_\_\_\_\_ who executed the foregoing instrument and who acknowledge that they did sign said instrument as Unit Owner and the same is their free act and deed for the uses and purposes therein expressed

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

STATE OF OHIO, COUNTY OF Wood, SS

Before me, a Notary Public in and for said county and state, personally appeared

Joseph Bates

Belinda Bates

\_\_\_\_\_ who executed the foregoing instrument and who acknowledge that they did sign said instrument as Unit Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 10 day of January, 2019.0



**BROOKE WEDDINGTON**  
NOTARY PUBLIC,  
STATE OF OHIO  
My Commission Expires  
July 8 2020

Brooke Weddington  
Notary Public

STATE OF OHIO, COUNTY OF Wood, SS:

Before me, a Notary Public in and for said county and state, personally appeared Bethany Mohre, John Kroll, Gary L. Bair,  
John H. King, Ann C. King, John Clegg, Linda S. Clegg  
who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 10 day of January, 2019.



Belinda Bates

Notary Public

STATE OF OHIO, COUNTY OF WOOD, SS:

Before me, a Notary Public in and for said county and state, personally appeared Douglas W. King, Dawn King, Phillip J. Clement,  
Meghan L. Clement, Wendy Watson, Charlie Stelle  
who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 10 day of January, 2019. <sup>AB</sup>



Belinda Bates

Notary Public



ARLINGTON WOODS PROPERTY OWNER:

[Signature]  
(name) P RONALD GREAVA

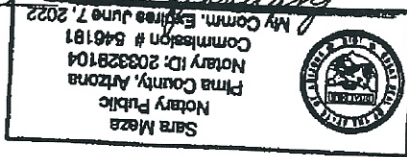
[Signature]  
(spouse's name) LINDA CLAY

STATE OF Arizona, COUNTY OF Pima, SS:

Before me, a Notary Public in and for said county and state, personally appeared P. Ronald Greava & Linda Clay

who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 2<sup>th</sup> day of January, 2019.



[Signature]  
Notary Public

ARLINGTON WOODS PROPERTY OWNER.

E. Eric Sommers  
ERIC SOMMERS  
(name)

Joanne Sommers  
JOANNE SOMMERS  
(spouse's name)

STATE OF OHIO, COUNTY OF WOOD, SS

Before me, a Notary Public in and for said county and state, personally appeared  
E. ERIC SOMMERS  
JOANNE SOMMERS

who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed

In testimony whereof, I have hereunto subscribed my name and affixed my official seal  
this 16 day of JAN, 2019

Diane St. John  
Notary Public



DIANE ST. JOHN  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 06-20-2021

ARLINGTON WOODS PROPERTY OWNER:

*Kenneth E Steffan*

KENNETH E. STEFFAN

(name)

\_\_\_\_\_  
(spouse's name)

STATE OF <sup>FLORIDA</sup>~~OHIO~~, COUNTY OF MONROE, SS:

Before me, a Notary Public in and for said county and state, personally appeared

KENNETH E STEFFAN

Personally known

who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 15<sup>th</sup> day of February, 2019.



Jacqueline Squilletts

Notary Public



ARLINGTON WOODS PROPERTY OWNER.

Paul Thayer Parton  
(name) PAUL THAYER

\_\_\_\_\_  
(spouse's name)

STATE OF OHIO, COUNTY OF Wood, SS:

Before me, a Notary Public in and for said county and state, personally appeared  
Paul Thayer

\_\_\_\_\_  
who executed the foregoing instrument and who acknowledge that they did sign said instrument as Lot Owner and the same is their free act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 7 day of FEB, 2019



Linda Michaelis  
Notary Public

Linda Michaelis

Exp 4-3-2021