

**AMENDMENT TO DECLARATION(S) OF RESTRICTIONS FOR
LOTS THREE (3) THROUGH NINETEEN (19) IN
THE SECOND REPLAT OF THE BLUFFS, PLAT 2
AND
LOTS EIGHTEEN (18) AND TWENTY (20) THROUGH THIRTY-EIGHT (38) IN
THE BLUFFS, PLAT 3
SUBDIVISIONS IN THE TOWNSHIP OF SPRINGFIELD,
LUCAS COUNTY, OHIO ("Subdivisions")**

This **AMENDMENT** ("Amendment") to certain Declarations of Restrictions for Lots Three (3) Through Nineteen (19) in the Second Replat of The Bluffs, Plat 2 ("Plat 2 Restrictions"), recorded at 97-2572A11, and for Lots Eighteen (18) and Twenty (20) Through Thirty-Eight (38) in The Bluffs, Plat 3 ("Plat 3 Restrictions"), recorded at 98-1718D01 of the Lucas County, Ohio records (collectively, the "Declarations"), is adopted effective this 1st day of November, 2025, by The Bluffs Homeowners Association, Inc., on behalf of all the lot owners in the Subdivisions.

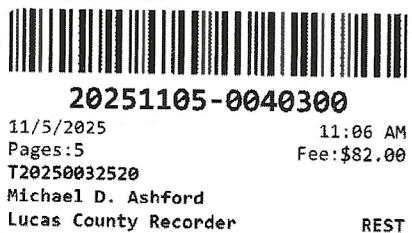
WITNESSETH THAT:

WHEREAS, the required number of lot owners to amend the Declarations have consented to the terms and conditions of this Amendment, as evidenced by the Affidavit of the Secretary of The Bluffs Homeowners Association, Inc., attached hereto as Exhibit "A"; and

WHEREAS, the consenting lot owners have agreed to the preparation and recording of this Amendment.

NOW THEREFORE, the Association, in consideration of the enhancement in the value of said property by reason of the adoption of this Amendment, does on behalf of the lot owners covered by the Declarations, hereby amend the Declarations as follows:

1. Section 1.1 of the Declarations is hereby amended to provide that "Lot 12 to be used as multi-family, office or light commercial" be **deleted** and to **ADD** "Lot 12 can only be used as single-family residential."
2. Section 1.2 of the Declarations is hereby amended to provide that "except for the split of Lot 12 permitted under Section 3.1 hereof" be **deleted**.



3. Section 2.2 of the Declarations is hereby amended to provide that, “except for a portion of Lot 12 as indicated earlier” be **deleted**.
4. Section 7.3 of the Declarations is hereby amended to provide that the heading and language be **deleted in its entirety**, and to **add** the new heading “Rentals/Leases”, and to additionally add the following language in its entirety: “Other than present rentals located at 2014 The Bluffs (Lot 11, a villa), 2109 The Bluffs (Lot 13, a single-family home), 2131 St. Andrews Bluffs (Lot 21, Condo 2131, a condominium), and 2001 The Bluffs (Lot 20, a three-family unit) which are grandfathered in because of their present status as rentals until their sale or transfer, no rentals will be permitted in The Bluffs Community. 2001 The Bluffs (Lot 20) is a legal three-family rental and will remain to be used as a three-family rental only and cannot be used for office or light commercial purposes. After 2014 The Bluff (Lot 11, a villa), 2109 The Bluffs (Lot 13, a single-family home) and 2131 St. Andrews Bluffs (Lot 21, Condo 2131, a condominium) are sold or transferred, they will no longer retain their rental status and must be used as owner-occupied residences from that point forward.

All present and future leases of the above-mentioned Lots must be 1-year leases except for 2014 The Bluffs (Lot 11, a villa), which is rented as an AIRBNB. The above-mentioned lots presently used as rentals are required to submit a copy of any present or future lease agreements between the landlord/tenant(s) to The Bluffs Homeowners Association, Inc., beginning January 1, 2026 as legal evidence that the tenant(s) occupied the unit and lived in The Bluffs Community, and to make certain that the lease agreement notifies/informs the tenant(s) of the By-Laws and/or Declarations of Restrictions, and that the (tenants) are bound by both signing the lease and living in The Bluffs Community.

2000 The Bluffs Lot 12 (previously housed the businesses of HPH Mechanical and Tango Fiber) can only be used as residential and will no longer have the option to be used as multi-family, office, or light commercial purposes. All language in the Declarations of Restrictions allowing 2000 The Bluffs Lot 12's use as multi-family, office or light commercial is deleted in its entirety.

Any violation of these amendments will result in a fine of \$100 per day in addition to all attorney fees and Court Costs incurred by The Bluffs Homeowners Association, Inc., to enforce the amendments. Landlords are responsible for all tenant(s) violation fines and any damage caused by tenant(s) in The Bluffs Community. Landlords are responsible for all The Bluffs Homeowners Association, Inc., and/or

sub-association annual and/or monthly dues as well as any Special Assessments that may be levied.”

The undersigned has caused this Amendment to be executed as of the date and year first above indicated.

THE BLUFFS HOMEOWNERS ASSOCIATION, INC.,

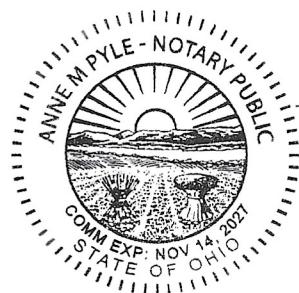
an Ohio non-profit corporation, on behalf of all lot owners

By: Karen Greene

Karen Greene, President

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 5th day of November, 2025, by Karen Greene, the President of The Bluffs Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.



Anne M. Pyle

NOTARY PUBLIC

This instrument was prepared by

The Bluffs Homeowners Association, Inc.

MB 10

Board of Trustees

P.O. Box 352202

Toledo, Ohio 43635-2202

EXHIBIT "A"

AFFIDAVIT

Now comes Judith Stead ("Affiant"), who states and avers that she is the Secretary of The Bluffs Homeowners Association, Inc., an Ohio non-profit corporation, and who swears and affirms as follows:

1. That a meeting for The Bluffs Homeowners Association, Inc., was held on October 7, 2025;
2. That at such meeting, seventy-five percent (75%) of the lot owners covered by the Declarations of Restrictions for Lots Three (3) Through Nineteen (19) in the Second Replat of The Bluffs, Plat 2, and for Lots Eighteen (18) and Twenty (20) Through Thirty-Eight (38) in The Bluffs, Plat 3 approved the terms of the foregoing Amendment.

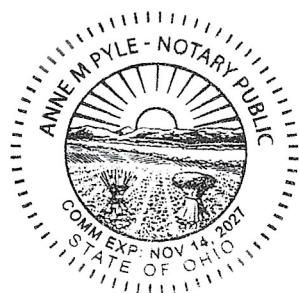
Further Affiant sayeth not.

Judith Stead

Judith Stead, Secretary

State of Ohio, Lucas County ss:

Sworn to before and subscribed to this 5th day of November, 2025 by Judith Stead, Secretary of The Bluffs Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation. This is an acknowledgement certificate. No oath or affirmation was administered to the signer.



Anne M. Pyle

NOTARY PUBLIC