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Montgomery County
SP-I-99-063040 0002
Joy Clark, Recorder
\$16.00 06/14/99 13:17:46

AMENDMENT No. 2 TO THE PROTECTIVE COVENANTS & RESTRICTIONS
FOR IRONGATE ESTATES, SECTION 2

THIS AMENDMENT No. 2, to the PROTECTIVE COVENANTS & RESTRICTIONS FOR IRONGATE ESTATES SECTION 2 ("Covenants"), is made as of the 11th day of May, 1999, by Irongate Meadows, Ltd., an Ohio limited liability company ("Developer").

RECITALS:

A. Developer is the developer of certain real estate located in the City of Union, Montgomery County, Ohio, which is legally described as follows:

Lots numbered 29 through 59 inclusive, of Irongate Estates, Section 2, located in the northeast quarter of Section 8, Town 5, Range 5 East, City of Union, Montgomery County, Ohio.

B. On August 29, 1996, the Developer recorded AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS FOR IRONGATE ESTATES, SECTION 2, ("Covenants"), which are recorded in Plat Book 164, Pages 15 and 15A of the Official records of Montgomery County, Ohio.

C. Pursuant to Section VI. F. "AMENDMENTS" of the Covenants, the Developer hereby amends Section I. "USE RESTRICTIONS" by adding paragraph H. thereto, as follows:

I. USE RESTRICTIONS

H. Storage Sheds. Notwithstanding the foregoing, but subject to the following restrictions, one (1) storage shed may be constructed on each lot.

1. The exterior material of the storage shed shall match the exterior material most prominently used on the residence in both type and color.

2. The pitch of the storage shed roof shall not be less than five inches vertical for each 12 inches horizontal, and shall be covered with the same roofing material as the residence.

3. Except as otherwise provided above, storage sheds shall comply in every regard with the ordinance(s) pertaining thereto of the City of Union.

4. Storage sheds shall be kept in good repair and the area surrounding the storage shed shall not be used for storage or otherwise be permitted to be an eyesore.

NO TRANSFER
99 JUN -5 AM 11:22
A. J. WAGNER
AUDITOR

This Amendment No. 2 shall only modify this Section I. of the Covenants, and all other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has executed this Amendment No. 2 on the date first set forth above.

Butt E. Spurr

Witness

Irongate Meadows, Ltd., an Ohio
limited liability company
("Developer")

Neresa R. Bee

Witness

By: W. J. Dries

William J. Dries, Manager

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me, a notary public, this 11th day of May, 1998, by William J. Dries and _____.

Mary J. Enzweiler

Notary Public

ENZWEILER

My Commission Expires Sept. 28, 2000.

This document was prepared by Irongate Meadows, Ltd.