

MAIL TO:

MAIL TO: MARK NOWAKOWSKI
2000 BLUFFS
TOLEDO, OH 43615

40275

DECLARATION OF RESTRICTIONS FOR
LOTS THREE (3) THROUGH NINETEEN (19) IN
THE SECOND REPLAT OF THE BLUFFS, PLAT 2
SUBDIVISION IN THE TOWNSHIP OF SPRINGFIELD,
LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS ("Declaration") adopted by HENRY Z. NOWAKOWSKI and NORMA J. NOWAKOWSKI, husband and wife, and MARK NOWAKOWSKI, unmarried, hereinafter collectively called (the "Developer"), 2000 The Bluffs, Toledo, Ohio 43615 and by THE BLUFFS HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called ("Association"), 2000 The Bluffs, Toledo, Ohio 43615, as of this 27th day of August, 1997.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of platted lots three (3) through nineteen (19) in the recorded plat of the Second Replat of The Bluffs, Plat 2 ("the Plat" or "Second Replat"), a Subdivision in the Township of Springfield, Lucas County, Ohio, which Second Replat is recorded in Volume 139, Pages 491-50, inclusive, of the Lucas County, Ohio Record of Plats (hereinafter the Plat together with the previously recorded plats of The Bluffs is sometimes called "the Subdivision" or "the Bluffs");

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of lots ("lot or lots") in the Subdivision, and has been or will be at Developer's election, deeded by the Developer record title to Lot "A" in the Subdivision; and

WHEREAS, the Bluffs is intended to be a first-class, quality single-family and multi-family residential subdivision (except for a portion of Lot 12 as hereafter described) developed as a community development plan (or Section 13 development) within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and in furtherance of the aforesaid development plan, do for themselves and their respective heirs, successors and assigns, hereby declare, covenant and stipulate that the lots in the Plat shall hereafter be sold, transferred, or conveyed by Developer, their respective heirs and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

Article I

USE OF LAND

1.1 Residential Lots. Except for Lot three (3) in the Plat, which may be used for multi-family purposes (up to six units) and Lot ... five (5) in the Plat, which may be used for multi-family and/or office and light commercial purposes, no lot in the Plat (hereafter all such other lots may be sometimes also referred to as "residential lots") shall be used other than for a one (1) single-family residential dwelling, an attached private garage of not more than four (4) car capacity which shall be made an integral part of dwelling and an in-ground swimming pool. Such a dwelling ("dwelling") shall be used and occupied solely and exclusively for private residence purposes by a

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single-family (as hereafter limited) and such family's servants. Lots 7, 8, 9, 10, 11 and 19 of the Replat shall be devoted to a zero-lot line type of development with common wall and a separate homeowners association to take care of and maintain Lot "B" of the Replat which at Developer's discretion will be deeded to such separate association.

1.2 **Lot Use.** The construction of a single-family residence on more than one residential lot shall be permitted. Not more than one single-family residence shall however be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer; provided, however, and except for the split of Lot 12 permitted under Section 3.1 hereof, under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other residential lot in the Plat.

1.3 **Use Restrictions.** No building or structure shall be erected on any residential lot and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No use or practice which is an unreasonable source of annoyance to the residents within the Subdivision or which shall interfere with the peaceful possession and proper use of the Bluffs lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the Subdivision. No residence shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof. This shall include approved lawn and landscaping. No wash or laundry shall be hung or dried outside any structure on any lot in the required front or side yards thereof.

1.4 **Completion of Structures.** Lot owners shall complete all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from lots without the prior approval of the Developer as provided under Article II hereof.

1.5 **Pets.** Other than two (2) dogs, two (2) cats and two (2) small birds, suitably maintained and housed within a residential dwelling in conformance with any rules and regulations which may be adopted by the Developer or the Association, no animal of any sort may be kept, bred or maintained within any residence within the Plat without the prior written approval of the Developer or the Association. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer or the Association. Pit Bulls and other vicious animals are strictly prohibited in the Plat. All owners shall strictly comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by (or in the custody of)

a lot owner or his tenants or guests shall be permitted on any of the common areas ("Common Areas") in the Subdivision (as hereafter defined) except when it is leashed or carried by hand and is either in an area that the Association has specially designated for walking pets or is being walked or transported directly to or from such area. The board of the Association may order temporarily or permanently banned from the Common Areas, and/or the Plat generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise. No animal may be kept on the Plat for commercial or breeding purposes. No animal may be kept outside of a residence unless someone is present in the residence. Any lot owner shall pick up and remove any solid animal waste deposited by any pet on the Plat lands.

1.6 Signs. Except for any and all signs of the Developer or his designee having to do with the marketing and developing of the Plat, which are expressly permitted, after initial occupation of a residence, no signs of any character other than signs of not more than ten (10) square feet advertising the sale of a lot or residence on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any lot without the prior written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs. During construction of a residence on a particular lot and prior to occupation of any such residence, not more than two (2) signs may be placed on any lot advertising the sale and company constructing the residence each not more than ten (10) square feet. All permitted signs shall be located at least fifteen (15) feet back from the right-of-way line.

1.7 Landscaping Buffer. The Plat creates a 20' and a 25' Landscape Buffers along the boundaries of the lots as more particularly shown on the Plat. Under no circumstances shall the natural condition of these buffers be disturbed by any lot owner or the Developer without the prior written consent of the Association.

1.8 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof unless approved by the Developer at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage or an underground container. Each lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot after 5:00PM on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

1.9 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than 24 hours without the prior written consent of the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. A lot owner and residents thereof may not keep more than four vehicles within the Plat on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles

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while making delivery to or from, or while used in connection with providing services to the Plat. All vehicles parked within the Plat must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Plat for more than 24 hours, and no major repair of any vehicle shall be made on any of the property which constitutes the Plat lands. Motorcycles are not permitted except with the prior written consent of the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Plat.

1.10 Maintenance. Each lot owner shall maintain his residence and all improvements upon his lot in first class condition at all times, including, but not limited to, all trees and landscaping installed by Developer on any lot as part of the initial development of the Bluffs. Under no circumstances shall any tree with a diameter of six (6) inches or more growing on or located on any lot be removed or destroyed without prior written consent of the Association unless same is necessary to the construction of any structure thereon. The exterior of all residences, including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. (Lots 7, 8, 9, 10, 11 and 19 may have their own separately harmonious color-scheme as a zero-lot line community.) All sidewalks, driveways and parking areas within the owner's lot or serving the owner's residence shall be cleared and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

Article II

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all dwellings, buildings, landscaping, (It is expressly noted that Developer specifically requires the submission of a detailed landscape plan as for any lot in order to obtain landscape plan approval), and other improvements and structures (including, but not limited to, the height and location of all structures, signs, fences, walls, driveways, hedges, garages, basements, in-ground swimming pools (see Section 2.5 hereof), tennis courts and other enclosures) to be constructed and/or situated within the Plat shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any lot and before any addition, change or alteration may be made to any of same on a lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme (which shall include the colors of all brick, siding and other exterior facets of the structure or improvement) of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with his records. Under no circumstances shall pre-manufactured homes or residences be constructed within the Plat without the prior written approval of the Developer. Prefabricated or modular homes are strictly prohibited within the Plat.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of the Bluffs as an architecturally harmonious, artistic and desirable single-family and multi-family residential subdivision (except for a portion of Lot 12 as indicated earlier), with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the sole judgment of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding their approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community.

2.3 Location of Structures. No dwelling, structure or improvement 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 lines as shown on the Plat, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for same (Lots 7, 8, 9, 10, 11 and 19, "zero-lot line lots" shall have no side yard setback between them or their common boundary as these lots will be part of a zero-lot line development). This restriction as to the distances at which said dwelling, structure or improvement shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, portecochre, and other similar projections of any dwelling.

2.4 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings, and no newspaper aluminum foil, sheets or other temporary window treatments are permitted anywhere in the Subdivision.

2.5 Swimming Pools and Other Above Ground Improvements on Property. No above-ground swimming pools or radio or television receiving or transmitting equipment (which includes satellite dishes or similar devices) shall be permitted, installed or maintained on any lot. Without limiting any of the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool shall be subject to the approval of the Developer. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. No sheds, enclosures, or other such removable property of any kind shall be permitted unless first the plans and specifications therefor are submitted to and approved by the Developer in writing.

2.6 Driveway and Sidewalks. The owner of each lot in the Plat shall be responsible for the installation of public sidewalk within the right-of-way adjacent to any particular lot at such time as a residence or structure is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All sidewalks shall be installed through all driveway areas. All driveways in the Plat shall either be asphalt, concrete, or some other permanent hard surface approved by the Developer in their sole discretion. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and their approval thereof endorsed thereon in writing.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in the Bluffs nearer to the front or street line or lines than the building setback lines as shown on the Plat. 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 privacy

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walks, driveways, 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, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no 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 Developer 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.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Bluffs and/or the plan on file with the Lucas County, Ohio Engineer for the development of the Subdivision. Deviation of 12" or more from such established grades is strictly prohibited unless first approved by the Developer in writing.

Interim storm sewer pick-ups/catch basins are located on various lots throughout the Subdivision. Such interim storm sewer pick-ups/catch basins may not be covered over, altered or eliminated by the owners of the lots upon which such pick-ups/catch basins are located, unless prior written approval has been obtained through the Lucas County Engineer and from the Developer under this Article, and so long as such action does not adversely or negatively affect the storm drainage flow or run off on or from any other residential lots.

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever or wherever erected shall be first approved by Developer in writing.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition, size, design, lettering and standards and brackets of any mail and paper delivery boxes, provided, however, all mailboxes shall in any event be located per the applicable U.S. Postmaster's directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, look and quality. A drawing of an approved mailbox is on file at Developer's office for inspection by all lot owners.

2.11 Fencing. 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 the Developer shall have been first obtained therefor, and to 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. It is hereby stipulated that buff limestone, lattice wood fencing, or a four-rail English hurdle treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved fencing on the lot owner's side of the fence provided the written approval of the Developer is first obtained. All approved fences shall be located back from the building setback line or lines shown on the Plat such distances as determined by Developer. No fences shall be permitted on the zero-lot line lots.

2.12 Construction In Violation of Approved Plan. Developer, their heirs and assigns, reserve and are hereby granted the right in case of any violations or breach

of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter any lot or 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 Developer, or take any and all measures to stop construction on any such lot, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer 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 waiver therefor to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

2.13 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.14 The Bluffs Homeowners Association, Inc. The Developer has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Bluffs Homeowners Association, Inc". The owners of lots in the Bluffs and all persons who hereafter acquire title to such lots shall be members of the Association. The Association shall have record title to Lot "A" and shall be responsible for the upkeep of Lot "A" and all amenities located herein (such as utilities, landscaping and lighting). Upon the sale and conveyance by the Developer of all lots in the Plat or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall except as may otherwise be provided for herein vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat.

2.15 Maintenance Charges. Each and every lot in the Plat shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Eighty Dollars (\$180.00) annually (such assessment shall be on a per lot basis), payment to be made annually at the time of taking title to any lot (appropriately prorated) and then on the first day of January each calendar year for such calendar year commencing January 1, 1998. The Association shall have a lien perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"NOTICE OF LIEN"

Notice is hereby given that The Bluffs Homeowners Association, Inc., claims lien for unpaid annual assessments for the year(s) _____ in the amount of \$_____ against the following described premises:

(Insert Legal Description)

THE BLUFFS HOMEOWNERS ASSOCIATION,
INC., an Ohio non-profit corporation

By: Henry J. Nowakowski
President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing Instrument was acknowledged before me this 27 day of August, 1977, by Henry J. Nowakowski President of The Bluffs Homeowners Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.

Christina K. Szabo
Notary Public

In any event any of said annual assessments are not paid when due, the Developer 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, otherwise, and in such event, shall also be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of any Common Areas or any facilities located thereon or by abandonment of his lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in the Plat and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in the Bluffs including, but not limited to, the maintenance of Lot "A" and replacement of all amenities, stone walls, fences and landscaping located therein, including all sprinkler systems and any lamp posts installed by Developer at the entrance to the Subdivision, and all ditch or water detention/drainage areas as shown on the Plat (for purposes of these Restrictions these areas and amenities constitute "Common Areas"). Notwithstanding anything to the contrary contained herein, the Developer shall only pay (1/4) of the assessments otherwise attributable to any lot in the Plat which is owned by the Developer and upon which no construction has commenced.

Article III

EASEMENTS

3.1 **Reservation of Easement and Split Rights.** Developer reserves to themselves, and to their respective heirs and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or their heirs and assigns for the service of the Subdivision on, over, below or under all of the areas designed as "Utility Easements", or with words of similar import, on the Plat, and along and upon all roads

now existing or hereafter established and abutting all the lots in the Subdivision. Developer also reserve to themselves, and to their heirs and assigns, the right to go upon or permit any public or quasi-public company to go upon the lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. The Developer further reserves the right to grant non-exclusive perpetual easement over, under and across Lot "A" for the benefit of any real property adjacent to the Plat. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as drainage, ditch, detention or "Utility Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and approved fences. No owner of any lot shall have the right to reserve or grant any easements or rights of way upon or over any of the lots without the prior written consent of the Developer, their heirs and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Section 2.14 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

Developer further reserves the right to split of record Lot 12 into two or more parcels.

3.2 Drainage and Future Road Easements. In connection with the development and platting of the Plat, the Developer hereby reserves various perpetual drainage easements over portions of the areas designated on the Plat as "Ditch Easement", "Drainage Easement", or "Detention Area Easement" or with words of similar import ("Drainage System"). The Drainage System comprises part of the drainage system for the entire Subdivision. The Drainage System shall be kept clear and free of debris and otherwise maintained by the Developer or the Association from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the Developer or their heirs and assigns are not properly maintaining the Drainage System, in which case the amount and method of assessment shall be determined by the Lucas County Engineer. In such event, no party other than the lot owners shall have any liability or responsibility for maintenance of the Drainage System or for any assessments or costs relating thereto. The Developer further reserves a perpetual "road easement" as shown on the Plat for the benefit and purpose of the possible connection of Lot "A" to any roadway established on the property bordering the Plat on the immediate west.

Article IV

THE BLUFFS HOMEOWNERS ASSOCIATION

- 4.1 The Association shall have the following powers and rights:
- (a) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.
 - (b) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in the Bluffs.

- (c) To represent the owners of lots before governmental agencies, offices and employees, and to generally promote the common interests of the lot owners.
- (d) To collect and dispose of funds as provided in Section 2.15 hereof.
- (e) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.
- (f) To acquire title from the Developer to the Common Areas which are defined to mean those areas (including Lot A, but not Lot B which shall be owned and is hereby reserved for the exclusive use by the zero-lot line owners and which are or may be designated by the Developer for the common use and enjoyment of lot owners in the Plat and to insure, manage, maintain, improve and repair the Common Areas.
- (g) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of (i) Common Areas, (ii) and any other such Areas as the Developer deems appropriate.
- (h) To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 4.1.
- (i) To enforce all provisions herein.
- (j) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration or in the Plat.
- (k) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

4.2 Each lot owner in the Plat, other than the Developer, their heirs and assigns, shall be entitled to one vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Where a vote is cast by one of two or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any lot(s) in the Plat as above described, the Developer shall be entitled to three (3) votes for each lot so owned or controlled by them.

Article V

DURATION OF RESTRICTIONS, AMENDMENTS

5.1 **Term.** These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2013, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

5.2 **Amendments.** These covenants and restrictions may be amended or revoked with the approval of the Developer unilaterally before assignment of all Developer rights under Section 2.14 hereof and by the then owners of not less than seventy-five percent (75%) of the lots in the Plat, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument incorporating such amendment and signed with the formalities required by law.

Article VI

COMMON AREAS

6.1 **Use of Common Areas.** Each member of the Association, in common with all other members of the Association as owners of lots, and subject to any easements herein reserved, shall have the right to use the Common Areas at the Bluffs for all purposes incident to the use and occupancy of such member's lot and other incidental uses including the non-exclusive easement together with other lot owners to the use and enjoyment of the Common Areas and for other incidental uses including but not limited to those uses set forth in this Article VI; provided, however, that such right and non-exclusive easement to use the Common Areas shall not extend to those portions of the Common Areas where the Developer has approved extensions from adjacent residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association, except to the extent that the Developer has approved the extension into the Common Area immediately adjacent to residential dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

6.2 The Developer, their heirs and assigns, hereby reserves the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas in the Plat, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose.

6.3 Notwithstanding the provisions of Section 4.1 and any designation of Common Areas on the Plat, neither the Association nor any owner of any lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Developer shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the lots shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

Article VII

ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

7.1 **Violations Unlawful.** Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or

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In equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

7.2 Saving Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

7.3 Transfers and Leases Subject to Restrictions. All transfers and conveyances of each and every lot in the Bluffs shall be made subject to these restrictions. All leases of any residence within the Plat shall be subject to these Restrictions and all By Laws, rules and regulations adopted by the Association. No lease of any residence shall be less than six (6) months in duration.

7.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association at the address first indicated above for the Developer or to such other address as appears on the applicable public record.

7.5 No Waiver of Violations. 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.

7.6 Waiver of Restrictions by Developer. Each lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such lot so as to permit the erection of such structure or the making of the proposed improvements.

7.7 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

7.8 Warranties. Each lot owner, by acceptance of a deed to a lot in the Plat, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or suitability of the lots for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Common Areas of the Bluffs, or (c) the Bluffs generally, other than as expressly stated in writing, (i) by the Developer to the lot owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

Pam Stewart

Henry Z. Nowakowski
Henry Z. Nowakowski, married

Carol M. Nowakowski
(as to all signatures)

Norma J. Nowakowski
Norma J. Nowakowski, married,
who acquired title as Jean
Nowakowski, an individual

Mark A. Nowakowski
Mark A. Nowakowski, unmarried

[Signature]
[Signature]

The Bluffs Homeowners Association, Inc.,
an Ohio non-profit corporation
By: Henry Z. Nowakowski
Henry Z. Nowakowski, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 27 day of August, 1997, by Henry Nowakowski and Norma J. Nowakowski, who acquired title as Jean Nowakowski, husband and wife.

Christina K. Szabo
Notary Public 4-15-2001

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 27 day of August, 1997, by Mark Nowakowski, unmarried.

Christina K. Szabo
Notary Public 4-15-2001

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 27 day of August, 1997, by Henry Z. Nowakowski, the President of The Bluffs Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Christina K. Szabo
Notary Public 4-15-2001

This Instrument Prepared By:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Ste 930
Toledo, Ohio 43604
(419) 244-8338

RECEIVED & RECORDED

SEP 05 1997

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

97 2572B11

PMIC TO: MARK NOWAKOWSKI
2000 BLUFFS
Toledo, OH 43615

40276

**DECLARATION OF RESTRICTIONS
FOR
LOTS 7, 8, 9, 10, 11 and 19 OF
THE SECOND REPLAT OF THE BLUFFS PLAT 2
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO**

This DECLARATION OF RESTRICTIONS adopted by MARK NOWAKOWSKI, unmarried, hereinafter called "Developer", and THE LOTS 7, 8, 9, 10, 11 and 19 HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of lots 7, 8, 9, 10, 11 and 19 (hereafter "Zero Lot Line Lots", "Lot" or "Lots") in the Second Replat of the Bluffs Plat 2, a Subdivision in the Township of Springfield, Lucas County, Ohio as shown on the recorded plat of same ("plat" or "Second Replat") recorded at Volume 139, Pages 49 and 50, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "subdivision" or "The Bluffs"); and

WHEREAS, Association is an Ohio non-profit corporation formed or to be formed by Developer whose members shall be all of the owners of all of the Zero Lot Line Lots in The Bluffs; and

WHEREAS, Association is or will be the record owner of all that portion of The Bluffs designated as Lot "B" (sometimes also called "Common Areas" herein) on the plat ("Lot B") including any portions thereof shown to be used for utility purposes, as well as recreational, drainage and landscape purposes; and

WHEREAS, The Bluffs is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, and their respective successors and assigns, hereby declare, covenant and stipulate that all the Lots shall hereafter be conveyed by them, their respective successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall be in addition to that Declaration of Restrictions recorded at Microfiche No. 97-2572B11 of the Lucas County, Ohio Deed Records.

RESTRICTIONS

All transfers and conveyances of each and every Lot shall be made subject to these covenants and restrictions.

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Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2013, at which time said 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, 2013, or may be amended or terminated after January 1, 2013, by the Developer unilaterally or by the then owners of at least two-thirds (2/3) of the Lots, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefitted by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged as just above indicated with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, or the owner of any Lot each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

RESIDENTIAL LOTS

The Lots and the structures to be erected thereon shall be used only for single-family dwellings or two-family dwellings purposes, together with the usual accessory uses pertaining thereto such as private or storage garages.

The six (6) Lots located as shown on the plat shall be residential lots and Lot B is hereby designated as Common Areas, which shall, except as otherwise provided for herein, be used exclusively for drainage and/or utility and landscape purposes as shown on the plat.

Each Lot as shown on the plat shall contain at least two thousand five hundred (2,500) square feet. Each two (2) family residential site, as defined below, shall contain at least five thousand (5,000) square feet or at least two thousand five hundred (2,500) square feet per Lot.

Although all six (6) Lots can be characterized as single-family sites, the Developer intends to develop the Lots in pairs of adjoining Lots. Therefore, Lots 7 and 8, 9 and 10, and 11 and 19, shall each be designated as two-family residential sites. On each such pair of adjoining Lots comprising a two-family residential site there may therefore be constructed either two (2) residential structures, each being a single-family dwelling, or in the alternative, one (1) residential structure which shall be either a single-family dwelling or a two-family dwelling occupying both Lots comprising such two-family residential site.

ARCHITECTURAL CONTROL

If approved by the Developer or the Association, patios, open porches, decks, walkways, privacy screens and shrubbery which service a particular dwelling or the Lots may extend into any portion of the Common Area located immediately adjacent to said dwelling.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the subdivision (exclusive of any garages, basements and patios) shall be one thousand five hundred (1,500.00) square feet.

Developer shall establish a master plan for landscaping of the Lots which master plan shall take priority over individual landscaping plans. Such master plan for landscaping shall be filed with the Association. Privacy fences installed by the Developer will be the only fences permitted on any Lot or within any of the Common Areas.

Developer shall establish a general architectural theme for roof design, color, and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the Lots; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements.

Until such time as Developer has conveyed to others all the Lots and dwellings owned by him, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the Lots and maintain a large temporary sign on the roads abutting the Lots advertising the sale of the Lots.

THE LOT 7, 8, 9, 10, 11 and 19 HOMEOWNERS' ASSOCIATION, INC.

All owners of the lots and all persons who hereafter acquire title to a Lot shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each Lot shall be entitled to one (1) vote in all Association matters

regardless of the number of owners of any particular Lot.

Each member of the Association, in common with all other members as owners of Lots in the subdivision, shall have the right to use Lot B for all purposes incident to the use and occupancy of his Lot as a place of residence and other incidental uses, including, but not limited to, the right to traverse those portions thereof immediately adjacent to their respective residence for purposes of ingress and egress to Lot A of the plat.

All members shall use the Lot B in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the Developer has approved the extension into any portion thereof immediately adjacent to dwellings erected on a Lot of patios, open or enclosed porches, decks, privacy fences, retaining walls, walkways, privacy screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all the Lots.

ASSESSMENTS

For the calendar year 1997 and thereafter, each Lot and the owners thereof shall be subject to an annual assessment (estimated to be \$75.00 per month for 1997) for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal quarterly installments on or before the first day of each third month during the calendar year for which the assessment is levied.

Commencing in 1997, each annual assessment shall become a lien against each lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such Notice of Lien shall identify the residential Lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any Lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any Lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish 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 thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas, including but not limited to, of all landscaping and the maintenance of any lighting facilities (including any street lights) placed thereon, as well as for snow removal on all driveways of each Lot. (Individual Lot owners however shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on their respective Lot and adjacent Common Areas, which watering shall be done daily for a minimum of fifteen minutes for lawns and five minutes for all plantings). If so entrusted with such responsibilities, or any other maintenance responsibilities other than

the Common Areas (such as exterior window washings), the owners of all Lots understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

USE AND ACTIVITIES

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 owners or owner 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 rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems which will be tied into a separate meter located on each lot and operated and maintained by each lot owner.

All mailboxes and lightposts within the subdivision shall be uniform and conform at all times to that type of mailbox and lightpole installed by the Developer and/or subsequently approved by the Developer or Association.

DEVELOPER RESERVATION OF RIGHTS AND

GRANT OF COMMON WALL EASEMENTS

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under Lot B as designated on the plat and along and upon all streets now existing or hereafter established and abutting the Lots. Development hereby reserves for itself and its successors and assigns a perpetual non-exclusive easement over, under and across Lot "B" for purposes of installing and maintaining all utilities and driveways servicing each residence constructed on the Lots.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the Lots from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefitted or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Developer also hereby reserves and creates for the benefit of all adjoining Lot owners perpetual exclusive easements on the common boundary between all adjoining Lots upon which any adjoining residences are constructed or placed for the sole purpose of permitting the placement thereupon of a common wall between said adjoining residences together with the additional right of easement to have, if necessary, de minimis building encroachments (not more than six (6) inches) upon and under each of said adjoining Lots in connection with the placement of said common walls.

GENERAL

Any Lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's Lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the Lots with each owner having an equal undivided interest in the Common Areas for each Lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the record owners of at least two-thirds (2/3) of the Lots.

IN WITNESS WHEREOF, Mark Nowakowski, unmarried, and The Lots 7, 8, 9, 10, 11 and 19 Homeowners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 27 day of August, 1997.

WITNESSES:

Carolyn Nowakowski Mark Nowakowski
Mark Nowakowski
Henry Z. Nowakowski

THE LOTS 7, 8, 9, 10, 11 and 19
HOMEOWNERS' ASSOCIATION, INC.
an Ohio non-profit corporation

Carolyn Nowakowski
Henry Z. Nowakowski
By: Mark Nowakowski
Mark Nowakowski, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 27 day of August, 1997 by Mark Nowakowski, unmarried.

Christina K. Dyke
Notary Public 416-2001



STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 27 day of August, 1997, by Mark Nowakowski, the President of The Lots 7, 8, 9, 10, 11 and 19 Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Christina K. Dyke
Notary Public 416-2001



THIS INSTRUMENT PREPARED BY:

Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604
(419) 244-8336

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RECEIVED & RECORDED

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SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

3:14 pm

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