

DECLARATION OF RESTRICTIONS
FOR
THE BLUFFS, PLAT I, A SUBDIVISION
IN
THE TOWNSHIP OF SPRINGFIELD, LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by HENRY Z. NOWAKOWSKI and NORMA J. NOWAKOWSKI, who acquired title as Jean Nowakowski, husband and wife, and MARK A. NOWAKOWSKI, unmarried, hereinafter collectively called "Developer," and by THE BLUFFS 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 all of the lots except for (Private Road) Lot "A" ("Lot A") in the recorded plat of The Bluffs Plat I (the "Plat"), a Subdivision in the Township of Springfield, Lucas County, Ohio, which Plat is recorded in Volume 11728, Pages 55, inclusive, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "The Bluffs"); and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots and/or dwelling units in The Bluffs, as well as any and all lots that may be created by any subsequent plats of The Bluffs, and Association is the record owner of all that portion of the subdivision designated as Lot "A" on the Plat including any portions thereof shown to be used for roadway and utility purposes, as well as recreational and open space purposes; and

WHEREAS, The Bluffs is intended to be (except for the below mentioned Lot 12) a residential subdivision developed as a community development plan or Section Thirteen development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolutions 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 Section Thirteen development plan do for themselves, their respective successors, heirs and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat of The Bluffs shall hereafter be conveyed by them, their respective successors, 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.

RESTRICTIONS

All transfers and conveyances of each and every lot in the subdivision shall be made subject to these covenants and restrictions.

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, 2002, 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, 2002, or may be amended or terminated after January 1, 2002, by the then owners of at least two-thirds (2/3) of the lots and/or dwelling units in said subdivision, provided, however, that (a) 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; and (b) any amendment changing the permitted use for "Proposed Lot 12" as below defined and set forth shall also require the consent of the record owner of said Lot 12.

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 by the appropriate parties as just indicated above of said lots and/or dwelling units 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 thereof.

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, the architectural control committee (as hereafter defined), or the owner of any residential lot and/or dwelling unit in The Bluffs shall 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 therefor 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.

Invalidation 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.

EXPANSION RIGHTS

The Developer envisions that eventually the subdivision will consist of twelve (12) lots created through the preparation and filing of two additional plats to the subdivision. Developer also envisions that except for proposed lot twelve (12) in proposed plat three (III)

RESTRICTIONS 72/ML
of the subdivision ("Proposed Lot 12"), which may be used by the Developer, their heirs and assigns, for business, nursery and/or light commercial purposes, all lots eventually constituting the subdivision will be used exclusively for multi-family residential purposes (hereinafter sometimes referred to as "residential lot" or "residential lots"), either as condominiums or apartments, with each residential lot, and Lot 12, bearing its proportionate share of all expenses of the Association as hereinafter enumerated. Developer therefore expressly reserves the right, power and option to amend these restrictions so as to include and cover all lots eventually constituting the subdivision as and if same had been part of said Plat I of The Bluffs from the date of the execution and recording of Plat I.

RESIDENTIAL LOTS

Except has been indicated herein with respect to Proposed Lot 12, the entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for four to six family residential dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities, including non-commercial recreational facilities.

The two (2) lots located as shown on the Plat (sometimes "lots" herein) shall be residential lots and the remainder of the estate included in the subdivision designated as Lot "A" shall be used exclusively for roadway and/or utility purposes as shown on the Plat.

The average land area per family unit contained in the subdivision exclusive of the area occupied by streets, shall not be less than four thousand (4,000) square feet per family unit located within such subdivision.

Each lot as shown on the Plat for The Bluffs shall contain at least sixteen thousand (16,000) square feet.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, condominiums, homes, garages, basements, swimming pools, tennis courts, fences, walls, driveways, hedges, or other enclosures, shall be erected, improved, changed or altered in any respect on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the architectural control committee (hereinafter sometimes called the "committee").

Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications shall also include for each residential lot a proposed sprinkling system layout or design.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All multi-family dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the Plat.

The maximum height of all new residential dwellings erected within the subdivision shall be thirty-five (35) feet from grade. The minimum square footage of all new residential dwellings erected within

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the subdivision (exclusive of garages, basements and patios) shall be one thousand two hundred (1,200) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop the residential lots of The Bluffs as an architecturally harmonious artistic and desirable multi-family residential subdivision having a community atmosphere with buildings located in an apparent random and casual manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association. Notwithstanding anything to the contrary contained in said master plan or herein, no tree with a diameter measuring in circumference in excess of twelve (12) inches growing and located within the subdivision shall be removed, destroyed or cut down without the prior written consent of the committee.

Developer shall establish for the residential lots 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 all 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 subdivision; 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 for all residential lots. No owner of a residential lot within the subdivision may alter or change such theme or any aspect thereof without the prior written consent of the committee. Included within such established theme are conditions that the exterior of all structures on any residential lot within the subdivision must contain a certain amount of specified brick, with any remaining exterior covered by stained pressboard and/or cedarboard.

In approving or withholding approval of any detailed plans and specifications submitted to it, the committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots and/or dwelling units in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest.

The committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots and/or dwelling units in the subdivision and multi-family structures have been erected on each of such residential lots. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all residential lots and/or dwelling units in the subdivision to others and erection of structures thereon, to relinquish their power to appoint the members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

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 Plat. The term structures for this purpose shall include houses, garages.

other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

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

THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

As indicated herein, Developer has created the Association which Developer has incorporated as a non-profit corporation of the same or a similar name. The Association shall be responsible for maintenance of the grounds of the subdivision and for maintaining architectural control over the subdivision after completion of construction and conveyance of title to all residential lots and dwelling units within the subdivision. Each owner of a dwelling unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such dwelling unit owned. There will therefore be a maximum total of ten (10) votes within the Association inasmuch as the two (2) residential lots that now make up the subdivision are zoned to permit a four and six family dwelling respectively to be located thereon. Such vote or votes shall be exercised only as set forth hereinafter.

The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

- a. Ground care for all non-building areas within the subdivision (sometimes "the grounds"). "Ground care" is defined as the cutting and trimming all lawns, and trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining a high quality appearance and condition of the grounds.
- b. Maintenance and repair of all roadways, including Lot A, driveways, sidewalks, and parking lots.
- c. Miscellaneous items such as cleaning the eavestroughs and sweeping and removing snow from all roadways, sidewalks, driveways and parking lots.
- d. Legal and accounting services for the Association.
- e. Garbage collection for all the subdivision.
- f. General liability and property damage insurance in such amounts and with such coverage as the Association deems necessary.
- g. Such other activities and services as the members of the Association deem appropriate for the maintenance,

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conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among the owners of all of the dwelling units of the Association and shall be paid to the Association as and when dictated herein. For purposes of this Declaration, Proposed Lot 12 if developed as permitted hereunder for commercial use, shall be deemed to contain one (1) dwelling unit. If a dwelling unit owner refuses to pay any such assessment, the condominium association of the condominium in which he resides (if he resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit (or lot if same is not covered by a condominium regime) involved when a notice claiming the lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, or lot, as the case may be, the name or names of the owner or owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a Court in an action brought to discharge such lien. The Association, at its option, may enforce collection of delinquent assessments by suit at law, or by foreclosure of the lien securing the assessment.

The owners of each lot (the condominium association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures on each lot (including, but not limited to, antennas, air conditioning units or heat pumps, pipes, wires or the like serving such structures located on any lot). Provided, however, any changes in the external decor of the structures, including, but not limited to, any color change, any additions to the structures and any new construction on any residential lot must be approved by the Committee as provided for herein. Provided, further, the Association is empowered to require, upon a vote of three-quarters (3/4) of the votes of the Association, that a particular lot owner (condominium association, if a condominium is involved) within The Bluffs perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the structures involved. If such lot owner (condominium association, in the case of a condominium) refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth above to collect such assessments.

Each member of the Association, in common with all other members as owners of lots and/or dwellings in the subdivision shall have the right to use Lot A common areas and facilities in the subdivision for all purposes incident to the use and occupancy of his lot and other incidental uses including the non-exclusive easement together with other lot and/or dwelling unit owners to the use and enjoyment of Lot A for ingress and egress to and from each lot.

All members of the Association shall use Lot A 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, tenants and designees.

The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to

be for the general benefit of the owners of all lots and dwelling units in the subdivision.

WATERING SYSTEM COVENANT

Each residential lot owner shall be responsible for the placement of a sprinkling system on each residential lot adequate in the committee's opinion to service all landscaping materials placed on such residential lot pursuant to the master landscaping plan. The plans and specifications for such system shall be submitted for approval to the committee as part of the over all architectural approval process set forth under the "Architectural Control" section hereof. Each lot owner shall be permitted to install and maintain a well for water on said lot to service the sprinkler system provided (a) the location of said well is first approved by the architectural control committee, and (2) the well is properly installed and at all times maintained in accordance with all applicable rules, codes, orders, regulations and standards.

USE AND ACTIVITIES

Except for the aforementioned commercial uses herein permitted for Proposed Lot 12, no portion of any lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

Except as above provided, no well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such lots.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such residential lot, shall be removed therefrom.

All structures must be completed by an owner within eighteen (18) months of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the committee.

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 subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

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 within the subdivision 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 (or condominium located thereon, as the case may be) 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.

DEVELOPER RESERVATION OF RIGHTS AND 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 the areas so designated on the Plat for utilities and along and upon all highways now existing or hereafter established and abutting the subdivision.

Developer hereby reserves and establishes for the benefit of proposed Lot Three (3) in The Bluffs a non-exclusive perpetual driveway and access easement over, across and upon that portion of Lot 2 in the Plat described on Exhibit "A" attached hereto and by this reference made a part hereof; said easement to take effect upon the establishment of record of said Lot Three (3). If said lot is not made of record by January 1, 1992, then this reserved easement shall by its own terms terminate and be of no effect.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision 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 their 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 this 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 their 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.

GENERAL

Any lot or dwelling unit owner may request and upon payment of the reasonable expense therefor 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/or dwelling unit 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, Lot "A," shall automatically thereupon be transferred subject to the restrictions pertaining to same set forth in the Plat to the then owners of the lots (or Condominium Associations if covered by condominium regimes) in the subdivision with each such owner or owners having an equal undivided interest in same for each lot owned, provided, however, that in no event and under no circumstances shall there be any partition of said Lot "A" through judicial proceedings or otherwise unless approved by the owners of all the lots in the subdivision.

IN WITNESS WHEREOF, Henry Z. Nowakowski, Norma J. Nowakowski, who acquired title as Jean Nowakowski, husband and wife, Mark Nowakowski, unmarried, and The Bluffs Homeowners Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 31st day of December, 1987.

WITNESSES:

Jerome R. Parker
Diane C. Tice

Henry Z. Nowakowski
Henry Z. Nowakowski, An Individual

Norma J. Nowakowski
Norma J. Nowakowski, who acquired title as Jean Nowakowski, An Individual

Mark A. Nowakowski
Mark A. Nowakowski, An Individual

THE BLUFFS HOMEOWNERS ASSOCIATION, INC.

Jerome R. Parker
Diane C. Tice

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

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 31st day of December, 1987, by Henry Z. Nowakowski and Norma J. Nowakowski, who acquired title as Jean Nowakowski, husband and wife, on behalf of said corporation.

Jerome R. Parker
Notary Public

Jerome R. Parker, Notary Public
My Commission Expires _____

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 31st day of December, 1987, by Mark A. Nowakowski, unmarried, on behalf of said corporation.

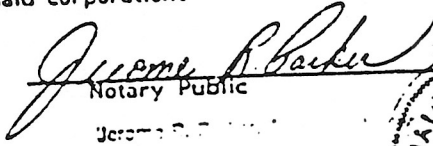
Jerome R. Parker
Notary Public

Jerome R. Parker, Notary Public
My Commission Expires _____

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STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this
31st day of December, 1987, by Henry Z. Nowakowski,
President of The Cliffs Homeowners Association, Inc., an Ohio non-
profit corporation, on behalf of said corporation.


Notary Public

Jerome R. Parker

By _____



This instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin, Parker & Freuerickson
1600 Toledo Trust Building
245 N. Summit Street
Toledo, Ohio 43604

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DRIVEWAY EASEMENT DESCRIPTION

ALL THAT PART OF LOT 2 IN THE PLAT OF THE BLUFFS, A RECORD PLAT IN SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE EAST PLAT LINE OF THE PLAT OF THE BLUFFS; THENCE S-86°37'36"-W ALONG THE SOUTH PLAT LINE OF SAID PLAT A DISTANCE OF 123.00 FEET TO A POINT; THENCE S-50°08'42"-E ALONG A SOUTHERLY PLAT LINE OF SAID PLAT A DISTANCE OF 57.65 FEET TO A POINT; THENCE N-03°22'24"-W ALONG THE EAST LINE OF LOT "A", A PRIVATE ROAD, KNOWN AS THE BLUFFS A DISTANCE OF 27.45 FEET TO A POINT; THENCE S-50°08'42"E A DISTANCE OF 71.45 FEET TO A POINT; THENCE N-86°37'36"-E A DISTANCE OF 114.03 FEET TO A POINT ON THE EAST LINE OF SAID PLAT; THENCE S-00°03'32"-W A DISTANCE OF 18.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.079 ACRES OF LAND MORE OR LESS.

BEARINGS BEING USED SOLELY FOR ANGULAR DIFFERENCES AND DERIVED FROM THE PLAT OF THE BLUFFS.

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*Shirley K. Koolin
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RECEIVED & RECORDED

JAN -7 1988

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BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

EXHIBIT 'A'

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