BLUE CREEK GARDENS

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DECLARATION OF RESTRICTIONS FOR
BLUE CREEK ESTATES
A SUBDIVISION IN THE VILLAGE OF
WHITEHOUSE, LUCAS COUNTY, OHIO

This Declaration of Restrictions is made and adopted by J.W. Development, LTD., (hereinafter called the Developer) on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, the Developer is the owner in fee simple of the real estate described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR COMPLETE LEGAL DESCRIPTION.

WHEREAS, said real estate is designated on a plat recorded on the 1st day of September, 2005 in Volume 2005, Page 654, Lucas County, Ohio, Record of Plats, as Blue Creek Gardens, a subdivision in the Village of Whitehouse, Lucas County, Ohio, and

WHEREAS, the Developer desires to create a general plan for the development of Blue Creek Gardens and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision ("subdivision") which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes.

NOW, THEREFORE, the Developer, in consideration of the covenants in the value of said property ("Development") and the property hereinbye, does hereby declare, covenant and stipulate that all property as shown on the recorded plat of Blue Creek Gardens shall hereafter be conveyed by the Developer, its executors, administrators and assigns, subject to the following Restrictions and Conditions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property, and their respective heirs, successors, and assigns.

ARTICLE I

USE OF LAND

1.1 Nature of Improvements. No single-family dwelling unit as hereinafter defined in Section 3 of this Article, or garage, shall be erected, placed or constructed on any lot, other than original construction, by or on behalf of the Developer, except in a manner approved by the Board of Trustees of the Homeowners' Association or the Architectural Control Committee as established in Article II hereof, prior to the commencement of the construction or to the type of materials, exterior finish, design, layout, location, finished grade elevations and the like. Said approval shall be in writing. Approval shall be based upon submission of satisfactory plans and specifications providing such detail as may be reasonably required. Such improvements to any lot must further meet the restrictions as herein contained.

1.2 Residential Lots. All lots located and shown on the recorded plat except for Lot Nos. 35 and 36 which are hereby declared to be common areas, hereinafter referred to as "Common Area Lots", of the Development shall be referred to as "Residential Lots" or "lots". No structure shall be erected, placed or maintained on any residential lot other than a single-family dwelling unit (as hereinafter defined in Section 1.3 of this Article) of not less than One Thousand Six Hundred (1,600) square feet of living area having a private entrance as well as a private attached garage. Such single-family dwelling units shall not exceed two (2) stories in height with (1) private attached garage for not more than two (2) cars as approved by the Board of Trustees of the Association or the Architectural Control Committee. There shall be no other buildings on any land erected, placed or built on any residential lot in the subdivision.

1.3 Single-Family Residential Dwelling Defined. The term "single-family residential dwelling" as it is used in this Declaration is hereby defined as the regular ongoing occupancy of the premises by no more than four (4) persons and as further defined by the Zoning Code of the Village of Whitehouse, Ohio.
1.4 Size and Number of Residential Lots. The subdivision shall consist of not more than, nor less than, thirty-four (34) residential lots with the Common Area Lots being described in and controlled by the Association as described below. Each residential lot shall contain not less than Seven Thousand Eight Hundred (7,800) square feet. No more than one (1) single-family residence shall be permitted to be built on any single residential lot.

1.5 Common Areas. The Common Area Lots shall be deeded to the Association upon the sale of the first residential lot in the subdivision. Every residential lot owner upon taking title to said lot shall become a member of the Association.

1.6 Use Restrictions. No building or structure shall be erected or placed and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes. No notice or offensive activity 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 to the subdivision. No well for gas, oil or any other substance shall be at any time be erected, placed or maintained on any of the residential lots. No lot shall be used for the storage of automobiles, trailers, scrap iron, water, paper, glass or any recreation equipment 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 therein, provided, however, that any delivery to such residential lot shall be either removed therefrom or incorporated within the residence structure within forty-five (45) days of delivery. No parking of vehicles shall be permitted in the drive or street for longer than twenty-four (24) hours, except for guests of any owner, which shall be in such a way, as limited to no more than two (2) consecutive weeks. Every residence located within the subdivision shall have a exterior of brick, stone and/or vinyl.

1.7 Completion of Structures. Structures must be completed by the owner within ten (10) months following the commencement of construction. No lot, dirt or gravel other than that incidental to the construction of approved structures shall be removed from residential lots without approval of the Board of Trustees of the Association or the Architectural Control Committee.

1.8 Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of construction and sale of lots, upon any portion of the lots, which the developer owns, such facilities as in the sole opinion of the Developer may be reasonably required, or be convenient or incidental to the construction and sale of the residential lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

1.9 Animals. No animals, livestock or poultry of any kind shall be kept, bred or maintained on any residential lot except that not more than a total of two (2) dogs, cats or other household pets may be kept on any one (1) lot, provided further such permitted pets are not kept, bred or maintained for commercial purposes, and further that they shall be subject to any rules and regulations as adopted by the Association and the Ordinances of the Village of Whitehouse, Ohio. The solid waste deposits made by said household pets anywhere within the Development itself shall be immediately removed and no household pet shall be allowed anywhere on the Common Areas Lots without a leash and the control of its owner.

1.10 Waste Disposal. No residential lot shall be used or maintained as a dumping ground for garbage, trash or garbage. Waste matter or materials shall be kept only in sanitary containers or other equipment for the storage or disposal of such material and shall be kept in a clean and sanitary condition. The sanitary containers for waste matter or materials and other equipment or the storage or disposal of such material shall be kept in such a location and in such an area as to be removed from public view other than when it is being collected.

1.11 Fences and Other Barriers. Fences, lot separation fences, ornamental, decorative fences or any other type of artificial lot separation services may be erected and/or maintained only as those designed and installed by the Developer or the Association. Lot separation fences and fences between individual lots and the Common Area Lots shall be placed upon the lot line boundary. Developer hereby reserves the right to paint, or otherwise encroach upon a fence or any other type of artificial lot separation services. The reasonable cost of normal service and replacement of lot separation fences shall be equally shared by the adjoining lot owners using said fence. In cases where fault can be found and established in the damage of a fence, the offending party will pay to repair or replace the fence in full. This service and repair statement applies to individual lot owners as well as the Association. Under no circumstances will sheds, playground equipment, satellite dishes or other such personality be permitted to be
located or placed anywhere within the subdivision. All such lot separation fences when first installed shall be uniform in color and design, and shall be maintained that way unless the Association decides otherwise.

1.12 Signs. Except for a sign or signs put up by the Developer in connection with the sale of lots and/or residences, no sign of any character whatsoever shall be erected, placed, or posted or otherwise displayed on or about the residential lot without the prior written approval of the Board of Trustees of the Association, and the Association shall have the right to prohibit, restrict and control the size, construction material, wording, location and height of all such signs. Any signs advertising that a residential unit is for sale is expressly forbidden to be placed in the yard of the unit. The Board of Trustees of the Association will make arrangements to post at the entrance of the Development the fact that there is a unit within the Development available for sale and the owner of any residential unit will be able to then post a notice that the unit is for sale in the front window of the unit, but in no event are any such for sale signs to be placed in the yard of any unit.

1.13 Leasing. No single-family residence or part thereof shall be leased or used for transient or hotel purposes, which is defined as (1) a lease for any period less than one (1) year, (2) a lease under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy services and similar services, or (3) a lease to roomers or boarders, that is, leasing to one or more persons a portion of a single-family residence only. No lease may be of less than an entire single-family residence. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board of Trustees of the Association, and shall provide that the failure by the lessor(s) to comply with the lawful rules and regulations shall be a default under such lease. A copy of such lease of a single-family residence shall be provided to the Board of Trustees of the Association prior to the date of commencement of the tenancy under such lease.

1.14 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 subdivision. No dwelling 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. Any truck, bus, bus, tent, mobile home, all terrain vehicle, camper or other similar housing device, if stored on any residential lot in the subdivision, shall be suitably housed within the owner’s attached garage. Additionally, no automobile or truck, which is inoperative, not currently licensed or under repair or restoration shall be stored on any residential lot in the subdivision unless suitably housed within the owner’s attached garage. In addition, no pool designed to hold basketball back-courts (permanent, portable or otherwise) will be erected or installed anywhere within the residential lot of any owner.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Architectural Control Committee. Until all lots are sold and built upon, the Developer, its executors, administrators, successors and assignees shall act as the Architectural Control Committee to which plans, plot plans, and specifications for all structures, buildings and improvements (including, but not limited to, fences, wall, awnings, patio covers, decks, mailboxes, driveways, landscape and other miscellaneous structures), must be submitted for examination and approval before any erection or improvements shall be made upon any lot and before any additions, changes or alterations may be made to any structure or other improvements then situated on a lot. No structure or improvement shall be erected, changed or improved without the prior written approval of the Architectural Control Committee or its assignees. The Architectural Control Committee shall also have the right to approve and control any exterior lighting installation on any of the residential lots.

Upon sale and improvement of all residential lots in the subdivision by the Developer, or at a prior time as determined by the Developer, all the responsibilities of the Architectural Control Committee shall be transferred to the Board of Trustees of the Association.
ARTICLE II

BLUE CREEK GARDENS HOMEOWNERS' ASSOCIATION, INC.

3.1 Establishment of an incorporated Association. The Association shall be formed as a non-profit corporation governed by the laws of the State of Ohio to serve as the homeowners association of Blue Creek Gardens. The Developer shall be initially the sole member of the Association.

3.2 Membership in Association. All owners of residential lots in Blue Creek Gardens, and all persons who thereafter acquire title to a residential lot in the subdivision, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations hereof as set forth in the recorded plat, this Declaration and the Code of Regulations of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant and may not be separated from ownership of any residential lot, and transfer of a residential lot shall automatically transfer membership to any record transferee.

3.3 Voting Rights. Each member of the Association and the Developer, its successors and assigns, shall be entitled to one (1) vote for each residential lot owned. When more than one (1) person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and the vote for such residential lot shall be cast as the owners determine among themselves, but no more than (1) vote may be cast with respect to any one (1) residential lot. It is not the obligation of the Association to determine the authority of the member casting such vote.

3.4 Association Responsibility. The Association shall have the responsibility to service, repair and maintain the Common Area Lots, and all other common areas, road rights of ways and all Association owned structures in or upon the common areas and road right of ways. The Association shall also maintain all sidewalks, landscaped islands and other common area amenities and attend to those matters specified in Section 4.5 heretofore.

3.5 Board of Trustees. Within thirty (30) days after the one-hundred percent (100%) of the residential lots have been sold and conveyed by the Developer, all members of the Association shall meet and elect five (5) Trustees as they choose. All Trustees must be lot owners.

The terms of the Trustees shall be staggered so that the term of one (1) of the Trustees shall be two (2) years and the term of three (3) of the Trustees shall be four (4) years. Upon subsequent elections, all Trustees shall serve a full four (4) year term.

3.6 Board of Trustees Authority. The Board of Trustees shall have the authority to enforce all provisions of the Declaration of Restrictions and also the Code of Regulations as passed by the Association and to act for the Architectural Control Committee upon its termination with all powers granted in Article II. The Trustees shall also have the authority to implement minor improvements within the subdivision and to act for the Association in the day-to-day operations of the subdivision as they deem necessary. The organization of the Board of Trustees, including the election or appointment of officers, the duties thereof and the organization and appointment of any standing committees shall be conducted and accomplished at the sole discretion of the Board of Trustees.

3.7 Delegation of Authority: Professional Management: Common Area Lots Walkway. The Board of Trustees may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one (1) or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided however, that any agreement for professional management shall be terminable by either party, without penalty, on thirty (30) days written notice, shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall prejudice the Developer, or any other entity designated by the Developer, from being employed as management. The managing agent, or the Board of Trustees if there is no managing agent, shall have the authority to enter into contracts with the Developer or one (1) or more other firms or corporations affiliated with the Developer for the providing of management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the
residential lot owners at the time entered into under the circumstances then prevailing and are terminable by the Association, with cause and without penalty, on ten (10) days’ written notice.

Developer will construct through and upon the Common Area Lots, a pedestrian stone/gravel path or walkway for the use and enjoyment of all lot owners, their invitees and guests. Said walkway shall be at all times maintained by the Association as a common area expense. The walkway shall be restricted to pedestrian use only and shall be subject to such rules and regulations as subsequently adopted by the Association.

ARTICLE IV

ASSESSMENT OF OWNERS

4.1 Annual Assessment. Each and every residential lot and residential lot owner in the Development shall be subject to an annual assessment in such amount as may be annually determined by the Association. The assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, shall become a lien against each residential lot on the first day of the year in which it is due and shall be payable to the Association on or before February 1 of each year for such calendar year. Such annual assessment may be charged in monthly, quarterly or annual installments if so established by the Board of Trustees, and payment will then be due on the fifteenth (15th) day of each scheduled payment term. The Association shall have a perpetual lien upon the residential lots in the subdivision to secure the payment of the assessment and each such assessment shall be the personal obligation of the owner (or the joint and several obligation of the owners) of each residential lot when the same becomes due and payable.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used to cover the costs of maintaining the Common Area Lots and to promote the health, safety and welfare of the residents in said subdivision.

4.3 Effect of Nonpayment of Assessment. Breach of the Association. If any assessments or installment thereof is not paid within thirty (30) days after it is due, a notice of lien in substantially the following form may be filed and recorded in the lien records of the Office of the Recorder of Lucas County, Ohio:

NOTICE OF LIEN

Notice is hereby given the Blue Creek Gardens Homeowners’ Association, Inc. claims a lien for unpaid monthly (quarterly) (annual) assessments for the month(s) (quarter(s) (year(s)) of ______________ in the amount of $_________ against the following described premises:

(Ininsert Legal Description)

BLUE CREEK GARDENS HOMEOWNERS’ ASSOCIATION, INC.

By: __________________________, President

The foregoing instrument was acknowledged before me this ______ day of __________, 20____, by __________________________, President of the Blue Creek Gardens Homeowners’ Association, Inc. on behalf of the Association.

Notary Public

4.4 Subordination of the lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien, provided, however, that the sale or transfer of any residential lot pursuant to the
4.5 Application of Assessments. All assessments shall be applied toward the payment of the following costs and expenses associated with the Common Area Lots and other services provided by the Association as hereafter stipulated or as subsequently assumed by the Association:

1. Lawn mowing and lawn maintenance of all lots, maintenance of all shrubs, trees and other landscaping, and snow removal from all driveways and sidewalks located between the building line(s) of all lots and the curb of the street fronting said lot(s) or lot(s), repair and replacement of any easement areas, and the tidies and equipment located thereon.

2. Construction, operation and maintenance of structures owned or provided by the Association.

3. Employment of services and personnel required for the maintenance or operation of the Common Area Lots, utility easement areas, services provided upon the Common Area Lots, utility easement areas, and facilities located thereon, including legal and accounting services, and to enforce, if necessary, the terms and conditions of this Declaration, the Code of Regulations of the Association and any violation of instructions thereon.

4. The installation of a common television antenna or satellite dish and the maintenance thereof for the use of all residents of the Development or to contract for other types of cable or commercial television distribution services.

5. The installation and distribution of any and all other types of utility service or community protection service or any other type of service or utility that would run to the benefit of all the owners of all of the residential units in the Development.

In the event any assessment is not paid within thirty (30) days after its due date, the Association may proceed by the process of law to collect the amount due by foreclosure of the above described lien, or against the owner or owners personally obligated to pay the same, or both. The Association shall also be entitled to recover and here and now enforce against each residential lot owner, a lien for its costs and expenses in such actions, including attorney's fees. Late fees for delayed payment of assessments can be imposed by the Board at its discretion.

No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his residential lot.

ARTICLE V
MAINTENANCE

5.1 Maintenance by Owner. The owner of each residential lot shall furnish and be responsible for, at his/her own expense, all the maintenance, repairs, decorating and replacements of all improvements within his/her residential lot. Each residential lot owner is responsible to maintain his/her residential lot (except as otherwise provided for herein) and improvements in an acceptable manner as shall be set forth by the Board of Trustees and the Code of Regulations.

To the extent that equipment, facilities and fixtures within any lot shall be connected to similar equipment, facilities or fixtures affecting or serving other lots, then the use thereof by the owner of such lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or the Board of Trustees or the manager or managing agent for the Association shall be entitled to reasonable access to any lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other lots.
5.3 **Site Yard Easements.** The Developer hereby reserves for the benefit of all adjoining lots ("dominant tenement") non-exclusive perpetual live (5) foot easements over and across the side yards of all lots ("servient tenement") not occupied by residences ("easement area") for the sole purpose or purposes as stated in this section:

1. The easement areas shall be maintained by the owners or occupants of the servient tenement as open space, landscaping or as a garden and shall be retained in a manner not to restrict its use by the owners or occupants of the adjoining dominant tenement.

2. The owners or occupants of the dominant tenement shall have a limited, non-exclusive right to use and occupy the easement areas for purposes of maintenance, repair and replacement of their adjoining residence, ingress and egress to the easement areas shall be only through the gates or gates in the fences installed on the servient tenement and only after giving twenty-four (24) hour prior notice to the owner/occupant of the servient tenement of the need to do so by the owner/occupant of the dominant tenement. Owners and occupants of the dominant tenement shall be responsible for all damage to the servient tenement as a result of their use of this easement.

3. The owners and occupants of the dominant tenement shall be limited to the use of the easement area for the purposes described in this section. The owner or occupant of the dominant tenement shall be responsible for any damage to the structure of the servient tenement which is caused by the negligence of the owner or occupant of the dominant tenement or by persons entering on the servient tenement with consent of the owner or occupant pursuant to these easements.

**ARTICLE VI**

**EASEMENTS**

6.1 **Reservation of Easements.** The Developer reserves to itself, its successors and assigns, the exclusive right to grant easements and rights of way for the construction, operation and maintenance of electric, gas, telephone, and cable television, and for drainage sewer, water and any other facilities and utilities deemed necessary or convenient by the Developer or its successors and assigns for services to the subdivision on, over, under or along all the areas designated on the recorded plat of the Development as "Utility Easements" or with words of similar import, and along upon all highways now existing or hereafter established and abutting all the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structure, or any part thereof, or fence shall be erected or maintained over or upon any part of the areas designated as "Utility Easements" or any part of any area designated with words of similar import on the plat. It is expressly permissible for the providing utility company, and each lot owner, to feasibly enter a dwelling on a lot with which that the owners of any residential lots without the prior written consent of the Developer, its successors and assigns, or the Association.

**ARTICLE VII**

**OTHER GENERAL MATTERS**

7.1 **Notice.** Any notice required to be sent to any owner of a residential lot, or any part thereof, or to the Developer or to the Association, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

7.2 **Developer's Rights Assignable, Interpretation of Restrictions.** The rights, privileges and powers granted and/or reserved by the Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of the Developer, and any such assignment by the Developer shall be in writing and shall be the right to construct and interpret these restrictions, and to construction and interpretation in good faith, shall be final and binding on to all persons and property benefited by such restrictions.
The Developer reserves the right to relinquish its power to construe and interpret these restrictions by
written instrument delivered to the Association wherein, all rights with respect thereto (except as may
therein be specifically reserved), shall thereafter be exercised by the Association.

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

ARTICLE VIII

POND RESTRICTIONS

8.1 Pond Restrictions. The Developer intends to construct the Pond within the Common Area
Lot, as more particularly shown on the plat for the subdivision. It shall be the responsibility of the Association
to maintain and keep in good condition the Pond and its attendant facilities. Maintenance of the
Pond as just stipulated shall be Common Area expenses shared by all lot owners. Such expenses shall include,
but shall not be limited to, the obtaining of proper liability insurance for the Association with respect to the
Pond, as well as any and all expenses incurred in the keeping of the Pond as a well maintained facility.

Unless otherwise authorized by the Association, under no circumstances shall the Pond be used for
any of the following activities:

1. Fishing or ice skating;
2. boating of any kind;
3. swimming;
4. any other use, other than a visual amenity to be enjoyed and viewed by
   the lot owners of the subdivision.

Under no circumstances will any lot owner do anything to alter the level of the Pond without the
prior written consent of the Association. Furthermore, under no circumstances may any lot owner discharge
into the Pond any substances or discharge other than the normal flow of surface water from those lots which
adjacent the Common Area Lot which contains the Pond or any discharge of storm sewer water from the
subdivision to the Pond as a result of facilities established under the approval of all necessary governmental
jurisdictions.

ARTICLE IX

DURATION OF RESTRICTIONS, AMENDMENTS AND ENFORCEMENT THEREOF

9.1 Duration of Restrictions. These covenants and restrictions shall run with the land and be
binding therein for a period of twenty-five (25) years from the date this Declaration of Restrictions is recorded,
at which time these covenants and restrictions shall be automatically extended for successive periods of ten
(10) years, unless prior thereto all lot owners agree in writing to terminate this Declaration.

9.2 Amendments. These covenants and restrictions may be amended by the Developer
unilaterally or with written approval of the then owners of not less than seventy-five percent (75%) of the
residential lots in the Development, which amendment must be signed by the Developer or all approving
residential lot owners, as the case may be, with the formalities required by law, and filed with the Recorder of
Lucas County, Ohio.

9.3 Enforcement of Restrictions. Any violation or attempt to violate any of the covenants or
restrictions herein set forth shall be unlawful and by Developer, the Association or any person owning any
residential lot shall have the right by any proceedings at law or in equity to enforce all restrictions, conditions,
assessments and reservations set forth herein or in the Association rules and regulations, as they may be
promulgated. Failure by the Developer, the Association or by any owner of any residential lot to proceed with
such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original
violation or a subsequent violation, nor shall the doctrine of laches on any status of limitations bar the
enforcement of any such restriction, condition, covenant, reservation or assessment.
9.4 Severance Clause. Invalidation of any of the restrictions herein contained by judgment, Court Order, legislative act or amendment hereof by act of the owners of residential lots of the Development shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

9.5 Transfer Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Development shall be made subject to this Declaration.

IN WITNESS WHEREOF, JCV Development LTD, the Developer herein, has caused this Declaration of Restrictions to be executed on this 26th day of September, 2007.

JCV Development LTD.

[Signature]

State of Ohio, County of Lucas, et al.

The foregoing instrument was acknowledged before me this 26th day of September, 2007, by Jacek (.), the sole member of JCV Development, LTD, a limited liability company, on behalf of said company.

PATRICIA A. FILLION
Notary Public
State of Ohio
My Commission Expires June 18, 2006
Exhibit "A"

Parcel "A"

A parcel of land being part of Parcel 98-04075 as recorded in M.F. 98-34A03 deeds, situated in the West 1/4 of the Southwest 1/4 of Section 36, Town 7 North, Range 9 East, and in the Northwest Fractional 1/4 of Section 1, Town 6 North, Range 9 East, all being located in the Village of Whitehouse, Lucas County, Ohio, and bounded and described as follows:

Commencing at a 3/4" Iron Pin at the Southwest corner of said Section 36, said point lying on the center lines of Waterville-Swanton Road (S.R. 64) and Cemetery Road, the POINT OF BEGINNING;

Thence North 3 degrees 26 minutes 50 seconds East along the west line of said Section 36 (the centerline of Cemetery Road), a distance of 653.54 feet to found iron spike (marks north), marking the intersection of the West line of said Section 36 with the Ottawa Reserve Line;

Thence North 1 degree 04 minutes 36 seconds East along the west line of said Section 36 (the centerline of Cemetery Road), a distance of 265.50 feet to a found P.K. nail;

Thence along the south line of parcel #9804207 (deed and number not found in recorder records, South 88 degrees 55 minutes 30 seconds East, a distance of 771.57 feet, through a found 3/4" iron pipe at 30.00', to a found concrete monument with a 1/2" iron rod;

Thence South 72 degrees 34 minutes 34.5 seconds East, a distance of 54.01 feet to a non-monumented corner of the plat of "Estates of Blue Creek" as Recorded in Volume 133, Page 69, Lucas County Book of Plats, said point also lying within Blue Creek;

Thence southwesterly along the westerly plat line of "Estates of Blue Creek" as Recorded in volume 133, Page 69, Lucas County Book of Plats, also being the approximate centerline of Blue Creek for the follow (5) courses;

1) Thence South 32 degrees 19 minutes 07 seconds West, a distance of 107.43 feet;

2) Thence South 5 degrees 24 minutes 34 seconds West, a distance of 105.17 feet;

3) Thence South 2 degrees 53 minutes 22 seconds East, a distance of 155.97 feet;

4) Thence South 5 degrees 01 minute 07 seconds East, a distance of 100.17 feet;

5) Thence South 33 degrees 23 minutes 28 seconds West, a distance of 275.87 feet, "Estates of Blue Creek" plat ending at 107.25 feet;

Thence continuing along the approximate centerline of Blue Creek, South 39 degrees 25 minutes 31 seconds West, a distance of 140.17 feet;
Thence continuing along the approximate centerline of Blue Creek, South 24 degrees 49 minutes 12 seconds West, a distance of 134.05 feet, to a point on the South line of said Section 36 also the north line of the Northwest Fractional 1/4 of Section 1, T-6-N, R-9-E;

Thence North 89 degrees 55 minutes 34 seconds West along the South line of said Section 36, through a set capped iron rod at 83.00 feet, a total distance of 538.55 feet to the POINT OF BEGINNING;

Said described tract containing 15.0445 acres, more or less. Parcel subject to Rights-of-Ways and easements of record.

Bearings used hereon are based on an assumed meridian and are for the express purpose of showing angular measurements.

Description based upon a survey performed in January of 2003 by James R. Coldren, W.E. Mall Engineers, 4400 Heatherdowns Boulevard, Toledo, Ohio, Ph. 1-491-389-1103.

By: [Signature] Date: 7-2-2003

James R. Coldren P.S. 5384

J CW Development, LTD
P.O. Box 2715
Whitehouse, OH 43571