Blue Grass Farms
Plat Three

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DECLARATION OF RESTRICTIONS
AS TO BLUE GRASS FARMS PLAT THREE
IN THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS is made and adopted by Port Lawrence Title and Trust Company, Trustee, ("the Developer") with offices at 1845 Eastgate, Toledo, Ohio.

WITNESSETH:

The Developer is the owner of all the residential lots shown on the plat of Blue Grass Farms Plat Three, which plat has been recorded in Volume____, page ___ of the Lucas County, Ohio Recorder. The premises constituting Blue Grass Farms Plat Three is described on Exhibit A attached hereto and herein incorporated by reference.

Developer desires to establish a general plan of development of the residential lots which will make such residential lots more attractive for residential purposes and will protect present and future Owners of such lots in the enjoyment of their use for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of the lots in Blue Grass Farms Plat Three by reason of the adoption of the restrictions hereinafter set forth, does for itself, its successors and assigns hereby declare, covenant and stipulate that all lots shown on the recorded plat of Blue Grass Farms Plat Three shall hereafter be conveyed by Developer and its successors and assigns subject to the foregoing recitals and to the following restrictions, covenants and conditions:

ARTICLE A
DEFINITIONS

1.1 The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "BLUE GRASS FARMS PLAT THREE ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to Blue Grass Farms Plat Three Architectural Control Committee as further provided for in Article C hereof,

(b) "BLUE GRASS FARMS PLAT THREE HOMEOWNERS' ASSOCIATION" shall mean and refer to Blue Grass Farms Plat Three Homeowners' Association formed for Lots 1 through 36 in Blue Grass Farms Plat Three as provided for in Article E hereof,

(c) "CODE OF REGULATIONS" shall mean and refer to the Code of Regulations of the Association, as adopted by the Association and/or the Developer;
(d) "DECLARATION" shall mean and refer to this Declaration of Restrictions and shall include without limitation all easements, restrictions, covenants, conditions and agreements referred to herein;

(e) "DEVELOPER" shall mean and refer to Port Lawrence Title and Trust Company, Trustees;

(f) "LIVING UNIT", shall mean and refer to any portion of a single family building situated upon a Residential Lot, designed and intended for use and occupancy as a residence by a single family;

(g) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residential Lot which is part of Blue Grass Farms Plat Three, including the Developer, but shall not mean or refer to any mortgage or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure;

(h) "RESIDENTIAL LOT" shall mean and refer to any of Lots 1 through 36 as designed on the recorded plat of Blue Grass Farms Plat Three, improved or unimproved, on which a structure may be located.

(i) "SITE PLAN" shall mean a certain plan of Blue Grass Farms Plat Three, as approved by the Village of Whitehouse Plan Commission, Whitehouse, Ohio on the 6th day of June, 2005, as the same may be amended or modified from time to time.

(j) "STRUCTURE" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Residential Lot may affect the appearance of such Residential Lot, including by way of illustration and not limitation, any Living Unit, building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, in-ground swimming pool, clothesline, radio or television antenna, satellite dish, fence, curbing, paving, wall hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Residential Lot. Structure shall also mean and refer to (i) any excavation, fill, ditch diversion, dam or other thing or device which affects or alters the natural flow or any waters from, upon or across any Residential Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from upon or across any Residential Lot, and (ii) any change in the grade of any Residential Lot more than six (6) inches from that existing at the time of purchase by an Owner.
(k) "BLUE GRASS FARMS PLAT THREE ASSOCIATION" shall mean and refer to Blue Grass Farms Plat Three Homeowners' Association, an Ohio unincorporated association, formed initially as the property owners' association for Blue Grass Farms Plat Three, which association may be subsequently incorporated by its members.

ARTICLE B
USE OF LAND

2.1 General. The Properties shall be used only for residential, recreational, and related purposes; which may include, without limitation, offices for any property manager retained by the Association or business offices for the Developer or the Association, as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article. The Association, acting through its Board of Trustees ("the Board"), shall have the authority to make and to enforce standards and restrictions governing the use if the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities.

2.2 Except for such signs as may be posted by the Developer for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed in a location on any other Lot without prior written approval of the Board.

2.3 Parking. Vehicles shall be parked only in the garage or driveway serving the subject Lot, or in other such areas as have been approved by the Board of Trustees for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage serving the Lot. For purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on the Lot four (4) or more hours per day, four (4) or more days in any seven (7) day period. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that ordinarily approved by the Architectural Control Committee. Notwithstanding the foregoing, a Builder may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Properties by such builder. Garage doors visible from any street within the Properties shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or Occupant.

2.4 Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses
shall not be permitted on the Properties except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of the Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Article VII of the Code of Regulations. This restriction shall not apply to construction activities associated with the development of the Property or the construction of any Lot or Dwelling Unit.

2.5 Residents Bound. All provisions of the Declaration, Code of Regulations, any applicable Supplemental Declaration, and any rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to Occupants, guests and invitees of any dwelling unit in Blue Grass Farms Plat Three. Every Owner shall cause all residents of his or her Lot to comply with the Declaration, Code of Regulations and applicable Supplemental Declaration, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations caused by such residents, notwithstanding the fact that such residents of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Code of Regulations, and rules and regulations adopted pursuant thereto.

2.6 Animals and Pets. No animals, livestock, exotic or wild animals or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted on a Lot. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. However, those pets which are permitted to roam free, constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties, shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside off the lot premises of the owner, be confined on a leash held by a responsible person. No pet shall be allowed to roam freely, except within a confined area upon the lot premises of the owner.

2.7 Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might
disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within Blue Grass Farms Plat Three. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within Blue Grass Farms Plat Three.

2.8 Unsightly and Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical deviates, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

2.9 Antennas. No exterior antennas, aerials, satellite dishes of diameter greater than eighteen inches (18") or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties including any lot, without the prior written consent of the Board or its designee, unless completely contained within the dwelling on the lot so as not to be visible from outside the dwelling. Any such apparatus permitted by the Board or its designee must be screened from view of adjacent lots by an approved fence or other approved structure no more than six (6) feet in height. This section shall not be construed as prohibiting any act inconsistent with the Telecommunications Act of 1996, and as amended thereafter.

2.10 Clotheslines, Garbage Cans, Tanks, Etc. No clothesline shall be erected or installed on the exterior portion of any lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any lot. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on lots shall be located adjacent to the lot. All rubbish, trash and garbage shall be stored in appropriate containers approved pursuant to Article J hereof and shall
regularly be removed from the Properties and shall not be allowed to accumulate thereon.

2.11 **Pools.** No swimming pools shall be erected, constructed or installed on any lot within Blue Grass Farms Plat Three, except as same shall be approved by Developer and/or Architectural Control Committee.

2.12 **Irrigation.** No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties. All sprinkler and irrigation systems serving lots shall draw upon public water supplies only and shall be subject to approval in accordance with Article C of this Declaration. Private irrigation wells are prohibited on the Properties. This Section 2.12 shall not apply to Developer, and it may not be amended without Developer's written consent.

2.13 **Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by the Developer or the Architectural Control Committee during initial construction within the Properties, no tent, shack, mobile home or other structure of a temporary nature shall be placed upon a lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a lot, provided it received the prior approval of the Architectural Control Committee, as appropriate, in accordance with Article C hereof. In addition, party tents or similar temporary structures may only be erected for a limited period of time for special events with prior written approval of the Board.

2.14 **Drainage and Waste Disposal.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Developer may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sealers or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage water flow. No Owner or Occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers of other potentially hazardous toxic substances in any common area, drainage ditch, stream, pond or lake within the Properties.

2.15 **Lighting.** Except for traditional holiday decorative lighting, all exterior lights must be approved in accordance with Article C of this Declaration. Holiday decorative lights may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed. Holiday lights must not be of such size, intensity and quantity so as to unreasonably disturb or annoy neighboring lots.
2.16 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article C of this Declaration.

2.17 Play Equipment. No jungle gyms, swing sets, basketball goals or similar play equipment (regardless of how such equipment is erected, installed or attached, or whether it is permanent or temporary) shall be erected or installed on any lot without prior written approval of the Architectural Control Committee in accordance with Article C hereof. Any playground or other play areas of equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

2.18 Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any lot, except as approved in accordance with Article C of this Declaration.

2.19 Business Use. No garage sale, moving sale, rummage sale or similar activity may be conducted except with approval of the Board of Trustees and in accordance with guidelines adopted by the Board for such activities. No trade or business may be conducted in or from any lot, except that an Owner or occupant residing in a lot may conduct business activities within the lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider received a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a lot shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by the Developer or conducted by a Builder with approval of the Developer, with respect to its development and sale of the Properties or its use of any lots which it owns within the Properties, including the operation of a timeshare or similar program.
2.20 **On-Site Fuel Storage.** No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each lot for emergency purposes and operation of maintenance vehicles, generators and similar equipment.

2.21 **Single Family Occupancy.** No lot or dwelling unit constructed upon a lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not related living together as a single household unit, and the household employees of either such household lot.

2.22 **Water and Mineral Operations.** No oil or water drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot. No derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected and maintained or permitted on any lot.

2.23 **Lease or Rental.** Lots and dwellings constructed upon them shall be a residence of the Owner and no rental or lease of the lot or dwelling unit to third parties shall be permitted; except for rental or leasing by the Developer or specific designee of the developer.

**ARTICLE C
ARCHITECTURAL CONTROL**

3.1 **Submission and Approval of Plans and Specifications.** The plans and specifications for all buildings and other improvements and structures to be constructed within the subdivision shall be submitted for examination to the Architectural Control Committee (hereinafter described) and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any Residential Lot and before any addition, change or alteration may be made to any building or other structure situated on a Residential Lot. The Architectural Control Committee shall approve, reject or approved with modifications all submissions within twenty (20) days from the date of submission of the plans and specifications required hereunder to the Committee. 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 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 shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof with its records.
The scope of the Architectural Control Committee's inquiry and review shall be broad. The plans and specifications for all Residential Lots and all Dwellings or Living Units or other Structures to be constructed on the Residential Lots in Blue Grass Farms Plat Three shall conform to Developer's architectural theme for Blue Grass Farms Plat Three which contemplates aesthetic harmony among diverse individual Structures. Developer may establish roof designs and materials, trim colors, brick, stucco and wood specifications and window detail to assist the Architectural Control Committee in approving plans, and specifications. In making its review of any proposed plans and specifications, the Architectural Control Committee shall have the right to consider the following items:

A. Standards and guidelines for the design of Structures, including:

1. placement on property
2. building heights, area and volume
3. all exterior materials
4. entries and windows
5. driveway paving and materials
6. parking areas
7. type of main, accessory and other Structures
8. number of Structures
9. cost of Structures
10. design
11. colors
12. finished grade elevation
13. visibility of improvements from within the area and from roads and properties adjacent thereto
14. building exhausts.

B. Standards and guidelines for open space and public and private ways, including:

1. setback requirements
2. front, rear and side yard requirements
3. open space
4. landscaping
5. topography
6. tree line and placement
7. other vegetation elements and focuses
8. locations for screening and mounding
9. type and design of screening and fencing
10. fighting placement
11. view easements
12. size and location of parking areas
13. driveways – location and/or composition of materials for construction
14. means of ingress and egress
15. site plans.

C. Standards for harmony:

1. whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;
2. the suitability of the proposed Structure on adjacent and neighboring properties;
3. the effect of the proposed Structure on adjacent and neighboring properties;
4. the effect of the Structure, as planned, on the outlook from the adjacent neighboring property.

The Committee will furnish Owners or prospective Owners with sufficient detail regarding the items set out above, including without limitation, the standards and guidelines utilized for Blue Grass Farms Plat Three, which will be considered in approving or disapproving any plan for the erection of improvements on all or any part of the subject property.

3.2 Membership of Architectural Control Committee. The initial Architectural Control Committee shall be composed of the Developer or three (3) members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the Residential Lots in the subdivision to others and residences shall have been erected on all of the Residential Lots in Blue Grass Farms Plat Three. Thereafter, the Association shall have the right to appoint the members of the Architectural Control Committee. The Developer hereby expressly reserved to itself, and to its successors and assigns; (i) the right and privilege to assign its appointment rights under this Section 3.2 to any successor to its interest as Developer of the subdivision; and (ii) the right and privilege to relinquish to the Association its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.

3.3 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Blue Grass Farms Plat Three as an architecturally harmonious, artistic and desirable residential subdivision following a precise landscape plan as provided under paragraph 3.6 hereof, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of the subdivision taken as a whole, and be consistent with the style and type of those residences constructed within Blue Grass Farms Plat Three. In approving or withholding its approval of any plans and
specifications, the Architectural Control Committee 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 and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent Residential Lots and in relation to the general plan for Blue Grass Farms Plat Three as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring Residential Lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the Residential Lot, and such other matters as may be deemed to be in the interest of the Owners of Residential Lots in Blue Grass Farms Plat Three as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3.4 Location of Structures: Extensions into Common Areas. All dwellings and accessory Structures in the subdivision shall be erected wholly within the lot lines and no closer to any of the roadways than the building set back lines of the Residential Lots as shown on the recorded plat.

3.5 Maximum Height. No Structure constructed or erected within the subdivision shall be greater than one and one-half (1 - 1\(\frac{1}{2}\)) stories above grade at the main (first) floor level, unless approved by the Architectural Control Committee.

3.6 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on the Common Areas and on all Residential Lots and to fix the grade at which any building or Structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Blue Grass Farms Plat Three.

3.7 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

3.8 Voting by Architectural Control Committee; Non-liability of Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the Committee, not less than two (2) days notice of a meeting shall be given each member in writing or by telephone at his residence address. A majority of the members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration of Restrictions certain discretions and rights of approval, disapproval and interpretation, the Owners of Residential Lots in Blue Grass Farms Plat Three, as further consideration for the conveyance to them of such Residential Lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such
Residential Lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE D
BLUE GRASS FARMS PLAT THREE HOMEOWNERS'ASSOCIATION

4.1 Membership in Association. On or before the conveyance of the first Residential Lot in Blue Grass Farms Plat Three by the Developer, the Developer shall cause to be formed an unincorporated association made up of the Owners of each Residential Lot in Blue Grass Farms Plat Three. Upon the formation of the Association, every Owner of a Residential Lot in Blue Grass Farms Plat Three shall become a member thereof, and each such Owner, including the Developer, shall be entitled to one (1) vote on for each Residential Lot in Blue Grass Farms Plat Three owned by him or it, or any matters to be duly voted upon. Where title to a Residential Lot is in more than one (1) person, such co-owners acting jointly shall be entitled to all of the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat and/or this Declaration, as to the one (1) vote for said lot.

4.2 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the roadways and the utility easements in the subdivision for all purposes incident to the use and occupancy of his Residential Lot as a place of residence and shall have a nonexclusive easement, together with the other Owners of Residential Lots, to the use and enjoyment of the roadways and utility easements. All members of the Association shall use the roadways and the utility easements in such a manner as will not restrict, impede or interfere with the use thereof by other members and their respective families, guests, invitees, and servants.

4.3 Association Rights. The Association, by a three-fourths (3/4) vote of its members by written action without a meeting of its members at a duly called meeting, shall have the power and right;

(a) to enforce all provisions herein and in the recorded plat of Blue Grass Farms Plat Three;

(b) to adopt rules and regulations or general application governing the maintenance of dwellings and utility easements on the recorded plats of the subdivision;

(c) in the event an Owner of any Residential Lots fails to repair and maintain the exterior of his residence in first class condition within forty-five (45) days after delivery of notice from the Association to his residence or to such other address as to which such Owner shall have designated to the
Association in writing specifying the remedy required (if such notice is not hand delivered it shall be sent by registered mail, postpaid, return receipt requested) then the Association, upon the affirmative vote of a majority of its Trustees, shall have the right to enter upon said Residential Lot and to repair and maintain the exterior of such residence with the cost of any such repair or maintenance being added to and becoming a part of the Association's assessment against said Residential Lot; and

(d) to carry out all other purposes for which it was organized or which it may hereafter be authorized to undertake.

4.4 Membership in Blue Grass Farms Plat Three Homeowners' Association.
Upon the first to occur of the following:

(i) five (5) years from the date of the recording of this Declaration; or

(ii) the sale by the Developer to third parties of all the Residential Lots in Blue Grass Farms Plat Three,

at the time of such conveyance, each Owner of a Residential Lot in Blue Grass Farms Plat Three, and all persons who thereafter acquire title to a Residential Lot in the subdivision, shall automatically become members of Blue Grass Farms Plat Three Homeowners' Association and shall be 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 recorded plat, this Declaration of Restrictions and the Articles of Incorporation and Code of Regulations of Blue Grass Farms Plat Three Homeowners' Association.

Furthermore, and at the time of such conveyance, the Association shall be deemed to have been dissolved and all of the rights, powers, duties or obligations of the Association shall be deemed vested in Blue Grass Farms Plat Three Homeowners' Association and any reference herein to the Association shall be deemed at all times thereafter to mean and refer to Blue Grass Farms Plat Three Homeowners' Association.

Each Lot Owner, by the acceptance of a deed to a Residential Lot, shall be deemed to have acknowledged that Blue Grass Farms Plat Three Homeowners' Association is an independent legal entity not affiliated in any way with the Developer and that Blue Grass Farms Plat Three Homeowners' Association shall in no way be responsible for any obligations of the Developer, except as expressly provided for in this Declaration.

4.5 Association Expenses. All expenses incurred by the Association shall be borne equally by each Owner of a Residential Lot in Blue Grass Farms Plat Three, except that any Residential Lot Owner may be subject to an additional landscape maintenance assessment in the event, in the reasonable judgment of the Association, the nature of the landscaping on such Owner's Residential Lot requires significant additional time and materials to maintain such landscaping over and above the normal landscaping and maintenance of other Residential Lots in Blue Grass Farms Plat Three.
ARTICLE E
ASSESSMENT OF OWNERS

5.1 Annual Assessment. For the year commencing January 1, 2006, and each calendar year thereafter, each and every Residential Lot and Residential Lot Owner in Blue Grass Farms Plat Three shall be a subject to an annual assessment in such amount as may be annually determined by the Association. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be paid to the Association in not more than four (4) equal installments not later than the first days of January, April, July and October of each year. The annual assessment shall become a lien against each Residential Lot on the first day of the year in which it is due and shall also be the personal obligation of the Owner (and the joint and several obligation of the Owners) of each Residential Lot at the time when the assessment becomes a lien. If default occurs in any payment of the annual assessment for a period of sixty (60) days after 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 Blue Grass Farms Plat Three Homeowners' Association claims a lien for unpaid annual assessments for the year(s) ____________ in the amount of $_____________ against the following described premises:

(Insert Legal Description)

The records of the Association indicate that ____________________________ is (are) the present owner(s) of such premises.

BLUE GRASS FARMS PLAT THREE
HOMEOWNERS' ASSOCIATION

By ____________________________
President

STATE OF OHIO

ss

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ____ day of ____________, in the year of 20____, by ____________________________, President of Blue Grass Farms Plat Three Homeowners' Association, on behalf of the Association.

______________________________
Notary Public
In the event any payment of the annual assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each Residential Lot a lien for its costs and expenses, including attorney fees. No Owner may waive or otherwise escape liability for the annual assessments provided for herein by nonuse of any service provided by assessments. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a Residential Lot. 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 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 a Residential Lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.2 Application of Assessments. The annual assessments shall be levied against all Residential Lots in Blue Grass Farms Plat Three. The assessments shall be applied toward the payment of the following costs and expenses:

(a) Lawn maintenance and snow removal;
(b) Employment of security personnel and facilities, if any, for the benefit of all of the Owners of the Residential Lots in the subdivision;
(c) Employment of services and personnel required for the maintenance or operation, including legal and accounting services and to enforce, if necessary, the terms and conditions of the Declaration of Restrictions, the governing documents of the Association, and any violations of infractions thereof;
(d) Operation and maintenance of all underground utility lines, if any, owned by the Association;
(e) Any other costs and expenses reasonably incurred by the Association in performing its obligations under this Declaration of Restrictions or its governing documents;
(f) The establishment of reserves to pay the estimated future costs of any of the foregoing;
(g) Payments to Blue Grass Farms Plat Three Homeowners’ Association for maintenance items as set forth herein in Blue Grass Farms Plat Three.
Annual assessments may be increased, decreased or adjusted from year to year by the Association as the interests of the Residential Lot Owners may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any Residential Lot Owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such Owner's Residential Lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

5.3 Initial Payment. Upon the initial closing for a Residential Lot in Blue Grass Farms Plat Three, the Purchaser shall pay to the Association an initial assessment of One Hundred Dollars ($100.00) per month. All or any part of such initial assessment may be used in the operation and maintenance of the Association.

5.4 Special Individual Lot Assessments. The Board may levy an assessment against an individual Lot, or Lots, as fines levied for the violation of the restrictions set forth herein (including, without limitation, fines for the violation of covenants restricting construction of improvements not complying with approved plans, or for parking violations), and to reimburse the Association for those costs incurred properly chargeable by the terms hereof to a particular Lot (such as, but not limited to, the cost of enforcement of covenants and restrictions against a particular Lot, or of causing compliance with the restrictions and covenants set forth herein, or arbitration costs properly chargeable against such Lot owner). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice thereof to the lot owner.

5.5 Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot, provided that the Association has been made a party to such action.

5.6 Certificate Regarding Assessment. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
ARTICLE F
EASEMENTS

6.1 Reservation of Easement Rights. Developer reserves to itself, and its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and use of electric light, cable vision, telephone and telegraph poles, wires and conduits, including underground facilities; for the private roadways within the subdivision; and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the subdivision on, over, below, or under all of the areas designated as "Utility Easements", or with words of similar import, on the recorded plat of Blue Grass Farms Plat Three, and along and upon all roadways now existing or hereafter established and abutting all the Residential Lots in the subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon 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 structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Roadways", "Utility Easement", or with words of similar import, upon the recorded plat of Blue Grass Farms Plat Three, except as expressly authorized under paragraph 3.4 hereof. The term "Structures" as used in the preceding sentence shall include houses, garages, other buildings or swimming pools, but shall not include Residential Lot improvements such as driveways, paved parking areas and fences. No Owner of any Residential Lot shall have the right to reserve or grant any easements or rights of way upon or over any of the Residential Lots without the prior written consent of the Developer, its successors and assigns.

ARTICLE G
DURATION OF RESTRICTIONS

7.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, the Association and all persons claiming under or through Developer or the Association for twenty (20) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

ARTICLE H
AMENDMENTS

8.1 Power to Amend. Except as hereinafter provided, amendment of these Articles of the Association shall require the consent of Lot owners exercising not less than Seventy-five percent (75%) of the voting power of Lot owners. Notwithstanding the foregoing:

(a) the consent of all Lot owners shall be required for any amendment effecting a change in:
i. the number of votes in the Association appertaining to any Lot;
or

ii. the fundamental purposes by the Association are restricted;

(b) the consent of eligible holder of first mortgages on Lots to amendments to the Association Organizational Documents shall not be required except in those instances in which the eligible holder of first mortgages on Lots are entitled to written notice of such proposed amendment; and

(c) in any event, Developer reserves the right and power, each Lot owner by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is couple with the interest and runs with the title to the land and is irrevocable (except by Declarant), for the period of three (3) years from the date of the filing of these Covenants, to amend the Association Organizational Documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Lot owner or mortgagee.

An eligible holder of a first mortgage on a Lot who received written request to approve amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

8.2 Method to Amend. An amendment to these Covenants, adopted with the consent hereinafore provided, shall be executed with the same formalities as these Covenants by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to these Covenants and shall contain the certification of such signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by these Covenants. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Lucas County, Ohio.
ARTICLE I
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

9.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Architectural Control Committee, Blue Grass Farms Plat Three Association or any person or persons owning any Residential Lot in the subdivision may prosecute any proceedings at law, or 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.

9.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or Court order or amendment hereof by act of the Owners of Residential Lots in Blue Grass Farms Plat Three shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

9.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every Residential Lot in Blue Grass Farms Plat Three shall be made subject to these restrictions.

9.4 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 or to the Architectural Control Committee 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 or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Association or the Architectural Control Committee.

9.5 Developer's Rights Assignable, Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the office of Recorder of Lucas County, Ohio. Developer shall have the right to construe and interpret these restrictions, and its construction and interpretation, in good faith, shall be final and binding as to all persons and property benefited by such restrictions. Developer reserves the right to relinquish its 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.

9.6 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.
9.7 Limitation of Warranties; Indemnification or Trustee, etc., of Association. By acceptance and recording of a deed to a Residential Lot in Blue Grass Farms Plat Three, each Residential Lot Owner shall be deemed to have acknowledged and agreed that there are no representations or warranties, express or implied, by the Developer with respect to the merchantability, fitness, or suitability of the Residential Lots for the construction of residences or with respect to the subdivision other than of residences or with respect to the subdivision other than as expressly stated in writing (i) by the Developer to the Residential Lot Owner; or (ii) in this Declaration of Restriction.

9.8 Waiver of Restrictions by Architectural Control Committee. Each Residential Lot Owner, by acceptance of a deed to a Residential Lot, agrees and consents, and shall be deemed to agree and consent, for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, number of structures, location of natural features such as trees, or topography of the Residential Lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Architectural Control Committee may, in writing, grant waivers from these restrictions as to such Residential Lot so as to permit the erection of such building or the making of the proposed improvements.

9.9 Modification of Restrictions. Hardship. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the Owners of Residential Lots, or which would cause such restrictions to cease being beneficial to the Owners of such Residential Lots, Developer and/or the Association shall have the right to modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all Residential Lot Owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modification to these restrictions. The provisions of this paragraph shall not be construed as a limitation upon the right of the Architectural Control Committee to modify the provisions of these restrictions as provided in paragraph 10.8 of this Article J, nor shall it limit the provisions of Article H hereof.

9.10 Paragraph Headings. The paragraph headings contained in the 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.

ARTICLE J
MAINTENANCE AND REPAIR

10.1 Association Responsibilities. The Association shall maintain, repair and replace Subdivision amenities and any buildings and equipment owned by the Association, if any, serving the Subdivision. Additionally, the Association shall maintain the lawns on the individual Lots, to the extent deemed appropriate by the Board.
ARTICLE K
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

11.1 Personal Property and Real Property for Common Use. The Association, through action of its Board of Trustees, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within the Properties conveyed to it by the Developer.

11.2 Rules and Regulations. The Association, through its Board of Trustees, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the Code of Regulations, or rules and regulations of the Association may include reasonable monetary fines and suspension of the right to vote. In addition, the Association, in accordance with Article VI of the Code of Regulations, shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's lot in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall also have the power to seek relief in any Court for violations or to abate nuisances. Imposition of sanctions shall be a provided in the Code of Regulations of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county and city ordinances, if applicable, and may permit the Village of Whitehouse or Lucas County, Ohio to enforce ordinances on the Properties for the benefit of the Association and its Members.

11.3 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Code of Regulations, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

IN WITNESS WHEREOF, Port Lawrence Title and Trust Company, Trustee, the Developer, has caused this Declaration of Restrictions to be executed this 16th day of June 2005.

Signed and acknowledged in the presence of:

[Signatures]

Developer: Port Lawrence Title and Trust Company, Trustee
By: [Signature]
Title: [Title]
By: [Signature]
Title: [Title]

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STATE OF OHIO  

COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 14th day of June, 2005, by Gerald A. Stewart as Vice President and Fred C. Meyer as Vice President as duly authorized, with full power and authority of Port Lawrence Title and Trust Company, Trustee herein.

Patricia K. Steusloff  
Notary Public

This Instrument Prepared by  
Philip C. Davis, Esq.  
625 Madison Ave., Suite 700  
Toledo, Ohio 43604  
(419) 242-7447
EXHIBIT A

Blue Grass Farms Plat Three, of which this is a correct plat, is laid out on and comprises all that part of the southeast ¼ of Section 35, Town 7 North, Range 9 East, in the Village of Whitehouse, Lucas County, Ohio, bounded and described as follows:

Beginning at a found concrete monument at the southwest corner of lot 10, Bluegrass Farms Plat Two in accordance with the recorded Plat Number 20040305-0016378, Lucas County Plat Records;

thence S-88° 36' 40"-E along the southerly line of said plat a distance of 200.00 feet to a found concrete monument at the southeast corner of said lot 10;

thence S-01° 23' 20"-W along said plat line a distance of 9.71 feet to a found concrete monument;

thence S-88° 36' 40"-E along the said plat line and said line extended easterly a distance of 296.00 feet to a set concrete monument, passing through a found concrete monument at 266.00 feet;

thence S-01° 23' 20"-E a distance of 150.00 feet to a set concrete monument;

thence S-88° 36' 40"-E a distance of 70.57 feet to a set concrete monument;

thence northeasterly on a curve to the left having a radius of 87.00 feet, a delta angle of 41° 34' 31", a chord of N-70° 36' 05"-E for 61.75 feet, an arc distance of 63.13 feet to a set concrete monument;

thence N-49° 48' 49"-E a distance of 48.34 feet to a set concrete monument;

thence northeasterly on a curve to the right having a radius of 183.00 feet, a delta angle of 42° 29' 17", a chord of N-71° 08' 28"-E for 133.11 feet to a set concrete monument;

thence S-87° 31' 54"-E a distance of 60.57 feet to a point on the west line of Cemetery Road right of way as established by Deed 98-0246D10, Lucas County Deed Records;

thence S-03° 03' 06"-W along the said west right of way of Cemetery Road a distance of 334.86 feet to a set concrete monument;

thence N-88° 36' 40"-W along the south line of the southeast ¼ as established by Deeds 80-468-E02 and 98-0246E10, a distance of 1313.94 feet to a set concrete monument;

thence N-02° 11' 05"-E along the west line of the northeast ¼ of the southeast ¼ of said Section 35 a distance of 628.49 feet to a set concrete monument;
thence N-66° 52' 45"-E along the southeasterly line of the former Norfolk and Western right of way a distance of 515.46 to a found concrete monument at the northwest corner of lot 7 in said Bluegrass Farms Plat Two;

thence S-01° 23' 20"-W along the west line of Bluegrass Farms Plat Two, a distance of 446.56 feet to the point of beginning.

Containing 14.708 acres of land more or less.

The bearings mentioned hereon are based on the plat of Bluegrass Farms Plat Two and are for determining angular differences only.

The property in the above description is contained in Deed 01-0509E08.

Concrete monuments set are 6 inches in diameter and 30 inches long with an aluminum cap stamped Twining P.S. 5576.

SURVEYORS CERTIFICATION

I hereby certify that this map is a true and complete survey made under my supervision during February, 2005 and that lot corner pins will be set as shown.

Distances given in fee and decimal parts thereof.