COPPERWOOD

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DECLARATION OF RESTRICTIONS
AS TO
COPPERWOOD
A SUBDIVISION IN SYLVANIA TOWNSHIP
LUCAS COUNTY, OHIO

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc.,
Trustee, and The Port Lawrence Title and Trust Company, Trustee
(hereinafter referred to as "Trustees"), are the owners in fee
simple of the following described real estate (hereinafter referred
to as "subject property"):

COPPERWOOD

A parcel of land being part of the North Half (1/2) of
the Southwest Quarter (1/4) of Section Nine (9), Town
Nine (9) South, Range Six (6) East, in Sylvania Township,
Lucas County, Ohio, said parcel of land being bounded and
described as follows:

Beginning at the intersection of the southerly line of
The Meadows Plat 2, as recorded in Volume 113, Pages
50-51, Lucas County Plat Records with the westerly line
of The Meadows Plat 3, as recorded in Volume 132, Pages
91-92, Lucas County Plat Records; thence in a southerly
direction along said westerly line of The Meadows Plat 3,
having an assumed bearing of South one (01) degree, zero
(00) minutes, twenty-four (24) seconds East, a distance
of one hundred eighty-seven and fifty-three hundredths
(187.53') feet to a point; thence South ninety (90)
degrees, zero (00) minutes, zero (00) seconds West, along
a line a distance of one and ninety-seven hundredths
(1.97') feet to a point of curve; thence in a westerly to
northwesterly direction, along an arc of curve to the
right, an arc distance of eleven and seventy-eight hundredths
(11.78') feet to a point of tangency, said arc
curve to the right having a radius of one hundred
thirty-five and zero hundredths (135.00') feet, a central
angle of five (05) degrees, zero (00) minutes, zero (00)
seconds, a chord bearing of North eighty-seven (87)
degrees, thirty (30) minutes, zero (00) seconds West and
a chord distance of eleven and seventy-eight hundredths
(11.78') feet; thence North eighty-five (85) degrees,
zero (00) minutes, zero (00) seconds West, along a line,
zero (00) minutes, zero (00) seconds West, along a line,
a distance of one hundred and zero hundredths (100.00')
feet to a point of curve; thence in a westerly to
southwesterly direction, along an arc of curve to the
left, an arc distance of twenty-seven and forty-nine
hundredths (27.49') feet to a point of tangency, said arc
curve to the left having a radius of seventy-five and
zero hundredths (75.00') feet, a central angle of
twenty-one (21) degrees, zero (00) minutes, zero (00) seconds, a chord bearing of South eighty-four (84) degrees, thirty (30) minutes, zero (00) seconds West and a chord distance of twenty-seven and thirty-four hundredths (27.34') feet; thence South seventy-four (74) degrees, zero (00) minutes, zero (00) seconds West, along a line distance of one hundred twenty-two and ninety-one (122.91') feet to a point of curve; thence in a southwesterly to westerly direction, along an arc of curve to the right, an arc distance of thirty-seven and seventy-five hundredths (37.75') feet to the intersection of a line drawn two hundred twenty and zero hundredths (220.00') feet southerly of and parallel with said southerly line of The Meadows Plat 2, said point of intersection being a point of tangency, said arc of curve to the right having a radius of one hundred thirty-five (135.00') feet, a central angle of and zero hundredths (135.00') feet, a central angle of sixteen (16) degrees, zero (00) minutes, zero (00) seconds, a chord bearing of South eighty-two (82) degrees, zero (00) minutes, zero (00) seconds West and a chord distance of thirty-seven and fifty-eight hundredths (37.58') feet; thence South ninety (90) degrees, zero (00) minutes, zero (00) seconds West, along said line drawn two hundred twenty and zero hundredths (220.00') feet southerly of and parallel with the southerly line of The Meadows Plat 2, a distance of one hundred ninety-five and twenty hundredths (195.20') feet to the intersection of the easterly line of a parcel of land as described in Microfiche 89-554A07, Lucas County Deed Records; thence South one (01) degree, zero (00) minutes, twenty-four (24) seconds East along said easterly line of a parcel of land as described in Microfiche 89-554A07, Lucas County Deed Records, a distance of three hundred fifteen and seventy-three hundredths (315.73') feet to the intersection of the northerly lot line of Lot 63 in The Meadows Plat 1, as recorded in Volume 109, Pages 49 through 54, Lucas County Plat Records; thence South eighty-eight (88) degrees, fifty-nine (59) minutes, thirty-six (36) seconds West along said northerly lot line of Lot 63 in The Meadows Plat 1 and along the northerly lot lines of Lots 64 through 69 in said The Meadows Plat 1, a distance of five hundred twenty and one hundredth (520.01') feet to the intersection of the easterly lot line of Lot 71 in said The Meadows Plat 1; thence North one (01) degree, zero (00) minutes, twenty-four (24) seconds West along said easterly lot line of Lot 71 in The Meadows Plat 1 and along the easterly lot lines of Lots 72 through 76 in said The Meadows Plat 1, a distance of five hundred forty-four and ninety hundredths (544.90') feet to the intersection of the southerly lot line of Lot 106 in said The Meadows Plat 1; thence North ninety (90) degrees, zero (00) minutes, zero (00) seconds East along said southerly lot line of Lot
106 in The Meadows Plat 1 and along the southerly lot line of Lots 107 through 109 in said The Meadows Plat 1 and along the southerly lot line of Lots 110 through 115 in said The Meadows Plat 2, a distance of one thousand eleven and eighty-hundredths (1011.80') feet to the Point of Beginning.

Said parcel of land containing an area of 381,167 square feet or 8.75 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements or restrictions of record.

AND WHEREAS, Trustees, for the benefit of HillStream Development Company (hereinafter referred to as "Developer") and for the benefit of all future owners of all or any part of the subject property, desire to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of the subject property, in order to insure the stability of land values and to protect all future owners of all or any part of the subject property from variations not in keeping with the uses, improvements and enjoyments described herein.

WHEREAS, Trustees and/or Developer may purchase other lands in the vicinity of the subject property (hereinafter referred to as the "Additional Property") which Trustees and/or Developer may desire to develop as an extension of and in conjunction with the development of the subject property and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as herein provided; and Trustees and/or Developer reserve the right to extend the benefits and burdens created by this Declaration of Restrictions to any such lands which may hereafter be acquired by Trustees and/or Developer and developed in conjunction with the development of the recorded plat of "Copperwood" and any subsequent plat(s).

WHEREAS, Trustees and/or Developer may exercise the above-mentioned reserved rights by filing consecutively numbered plat(s) of Copperwood together with supplemental declaration(s) of restrictions subjecting such subsequent plat(s) to this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of said property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Trustees, for their successors and assigns, do hereby declare and stipulate that the subject property, and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land:
ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of "Copperwood," as the same may be hereafter combined and/or subdivided, shall be referred to herein as "residential lots" or "lots." No housing structure shall be less than 3,000 square feet for Lots nos. 1, 2 and 3, and 3,500 square feet for Lots nos. 4 through 13, inclusive, of living area (measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling and shall be side or rear loading, unless approved by the Developer in writing, and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than residential purposes. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any residential lot. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance. No well for gas, water, oil or any other substance shall at any time be everted, placed or maintained on any of the residential lots other than a well for water for irrigation of lawn and landscaping purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into a structure within ninety (90) days after delivery to such residential lot shall be removed therefrom. No satellite dishes (or similar receiving or transmitting devices) of greater than 18" diameter shall be permitted on any residential lot.

1.3 Completion of Structures. Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to a lot, and all structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt, rock, gravel other than incidental to construction of approved structures shall be removed from
residential lots without the approval of the Developer as provided under Article II hereof.

1.4 Pets. Other than two (2) dogs, two (2) cats and/or two (2) birds, all of which shall be suitably maintained and housed within a residential dwelling, subject to rules and regulations adopted by the Developer, no animals of any kind may be kept or maintained on any residential lot; provided, however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with the rules and regulations adopted by the Developer.

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

1.6 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 approved therefore by the Developer as provided under Article II hereof, unless approved by the Architectural Control Committee, at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the subdivision, shall be suitably housed within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

1.7 Dryers. Yard Equipment. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings, landscaping and
other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts, satellite dishes up to 10" diameter and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Developer, and written approval of the Developer to such plans and specifications shall be obtained before any such building, 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 Developer shall approve, reject or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme 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 an architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Coppertown as an architecturally harmonious, artistic and desirable residential subdivision, 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 Developer, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building sites upon which it is to be erected. In no event, however, will the Developer approve the construction and maintenance of any severely modernistic or severely contemporary structure.

2.3 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the recorded plat nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot shall apply to and include porches, verandas, porte-cochere and other similar projections of said dwelling.

2.4 Maximum Height. No structure constructed or erected within the subdivision shall be greater than two and one-half
(2-1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer.

2.5 Swimming Pools - In-Ground and Above-Ground. No above-ground swimming pool shall be installed on any lot. No in-ground swimming pool shall be installed in Copperwood, until the plans, specifications and a plot plan showing the location and landscaping of such addition or swimming pool shall have been approved in writing by Developer.

2.6 Driveways. All driveways, including turnarounds, shall be asphalt, and shall be determined by Developer in writing at the time of approval of the plans and specifications for a residential dwelling. Location and specifications for construction of any driveway other than asphalt, shall be submitted to Developer and its approval must be granted in writing.

2.7 Lawn Requirements. The front yard of all residential dwellings shall be sodded or hydro-seeded and in the case of corner lots, the front and side yard facing the street shall be sodded or hydro-seeded. No straw shall be permitted.

2.8 Trees. No structure or any part thereof shall be erected, placed or maintained on any lot in Copperwood, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks (not sidewalks) and drives (if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying the lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere on a lot. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed unless approved in writing by the Developer. No trees shall be removed from any building area or house or driveway area until Developer has removed as many trees from such area as he deems necessary for replanting purposes.
2.9 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales 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 CopperWood. Deviation of 12" or more is strictly prohibited unless approved by the Developer.

2.10 Basketball Backboards. No basketball backboard shall be erected or attached to any front of any dwelling or garage, and all such basketball backboards wherever erected shall be approved by Developer before installation. The only basketball backboard acceptable will have a glass backboard with a pole painted the same color as the residence and no pads of bright colors will be allowed on the pole.

2.11 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace them when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.12 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any residential lot, nor shall a fence, hedge, wall or enclosure be erected, placed or suffered to remain upon any lot until the written consent of the Developer has been first obtained therefor, and any such fence, hedge, wall or enclosure shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto. Wire fencing may be attached to split rail fencing on the property owners' side of the fence with Developer approval. Fences shall not be erected nearer to any street than the rear building line or lines unless approved in writing by Developer.

2.13 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the lot upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent
to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Developer, for itself, its successors and assigns, hereby reserves the right for and during the term of the foregoing restrictions and any renewal thereof, to file for record in the Recorder’s Office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer (by certified mail - return receipt requested) to an owner or owners of any lot within “CopperWood” that restrictions violation(s) may exist upon said lot. The within reservation ever, and (and all other rights of Developer under this Declaration of Restrictions) shall inure to the benefit of the Homeowners’ Association of said “CopperWood,” upon an assignment of said right(s) by Developer to said Association duly filed in the Recorder’s Office of Lucas County, Ohio.

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

2.15 CopperWood Property Owners’ Association. At its election, the Developer shall cause a not-for-profit corporation to be incorporated under the laws of the State of Ohio, to be called “The CopperWood Property Owners’ Association” or a name similar thereto (the “Association”). Upon the formation of the Association, the owners of lots in CopperWood and all persons who thereafter acquire title to such lots, shall be members of the Association, and each such owner shall be entitled to one vote on each matter submitted to a vote of the Association for each lot owned by him, provided, so long as the Developer or its successor or assign owns, actually or beneficially, any lot in CopperWood, the Developer or its successor or assign shall be entitled to five (5) votes in the Association for each lot owned by it.

2.16 Common Areas. Upon conveyance of the final unsold lot in CopperWood by or on behalf of the Developer, or at such earlier time as the Developer may elect, the Developer shall convey or assign to the Association, and each lot owner by its purchase of a lot subject hereto agrees to accept on behalf of the Association all of the Developer’s right, title and interest in and to the common areas in CopperWood (“Common Areas”), including without limitation, the common fence, walls, structures, etc., located in the right of way adjacent to CopperWood and all landscaping associated therewith and all center islands in boulevards and/or cul-de-sacs located in CopperWood, and all landscaping associated therewith, and all landscaping within the landscape easement area located along the south side of portions of CopperWood Lane. Upon conveyance or assignment of the Common Areas to the Association as set forth herein, the Association shall assume the responsibility
for (i) the repair, replacement, care and maintenance of the Common Areas, including without limitation, the common fence, walls, structures, etc., and all landscaping, and (ii) real estate taxes and assessments, if any, which may be assessed against the Common Areas by public authorities. The Common Areas, including the common fence, walls, structures, etc., and all landscaping located within the Common Areas, shall be maintained in its original condition. Notwithstanding anything contained herein to the contrary, the common fence, walls, structures, etc., shall not be removed or otherwise altered without the prior written consent of the Developer, which consent shall be required notwithstanding the fact that the Developer may no longer own an interest in a lot in CopperWood or in the Common Areas. The assignment or conveyance of the Common Areas to the Association shall not be construed or interpreted to be an assignment by the Developer of any other rights hereunder, including without limitation, the Developer's right to appoint the members of the Architectural Control Committee.

2.17 Architectural Control Committee. An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Developer, and may be replaced by the Developer from time to time. The Architectural Control Committee shall continue to be appointed by or on behalf of the Developer until such time as all lots in CopperWood have been sold and the construction of living units shall have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the members of the Architectural Control Committee shall be turned over to the Association.

2.18 Maintenance Charges. Each and every lot in CopperWood shall be subject to an annual assessment in the amount established by the Association, initially Two Hundred Fifty Dollars ($250.00) annually (such assessment shall be on a per lot basis), payment to be made on or before the first day of May of each calendar year for each calendar year commencing May 1, 1995. The Association shall have a perpetual lien upon lots in CopperWood to secure the payment of the annual assessment. In default of the payment of such assessment within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that the CopperWood Property Owners' Association claims a lien for unpaid annual assessments for the year(s) ___________ in the amount of ___________ against the following described premises:

95 1074596
(Insert legal description)

CopperWood Property Owners' Association

By ____________________________

President

STATE OF OHIO

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of ____________, 19__, by

the President, of CopperWood Property Owners' Association, an Ohio corporation, on behalf of
the corporation.

______________________________

Notary Public

The assessments set forth in this Section 2.18 shall be applied toward payment of the following costs and expenses:

(a) the repair, replacement, care and maintenance of the Common Areas (including adequate reserves therefore), including without limitation, the common fence and all landscaping in the Common Areas, regardless of whether the Developer has previously assigned or conveyed the Common Areas to the Association;

(b) legal and accounting services for the Association;

(c) the full amount of taxes and assessments, if any, assessed against the Common Areas, whether the Common Areas are then held in the name of the Developer or the Association; and

(d) the cost of collecting assessments and expenses of maintaining the Association, the costs of management and enforcement of the Association's rights and duties under this Declaration of Restrictions, and any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of lots in CopperWood.

In the event any of said annual assessments are not paid when due, the Developer, its successors and assigns, may, when and
as often as such delinquencies occur, proceed by process of law to collect the amount due by foreclosure of the above-described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against such residential lot a lien and judgment for its resulting costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Common Areas or any facilities located thereon or by abandonment of such owner’s residential lot. 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 foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from the assessment lien or from liability for any assessments or from the lien thereof. Said charges and assessments shall be levied against all lots in CopperWood on a uniform basis and shall be applied only toward payment of the costs and expenses set forth in Section 2.18 hereof.

ARTICLE II
EASEMENTS

3.1 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 and maintenance of electric, natural gas, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors or assigns for the services of the subdivision on, over, under or under all of the areas designated as "Utility Easements," "Drainage Easements," "Landscape and Sign Easements," "Fence Easements," or with words of similar import, on the recorded plat of CopperWood, and along and upon all highways now existing or hereafter established and shutting 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 utility lines and equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement," "Drainage Easement," "Landscape and Sign Easements," "Fence easements," or with words of similar import, upon the recorded plat of CopperWood. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas and 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 or assigns. Notwithstanding any other provisions of this Declaration of Restrictions, the rights reserved to the Developer in this Section 3.1 shall survive any transfer of the Developer's rights to the Association or to any other transferee or assignee.

ARTICLE III
DURATION OF RESTRICTIONS, AMENDMENTS

4.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through Developer or the Association until the first day of January, 2044, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

4.2 Amendments. These covenants and restrictions may be amended or revoked with the written approval of the then owners of not less than sixty percent (60%) of the residential lots in Copperwood, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law.

ARTICLE IV
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 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 or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to such person(s) from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

In addition to the foregoing rights, the Developer, the Association and the Architectural Control Committee shall have the right, to the extent permitted by law, to record in the Office of the Recorder of Lucas County, Ohio, a notice giving third parties notice of the non-compliance of a lot owner with the provisions hereof, which notice shall constitute a lien on the lot until such time as such non-compliance has been cured.

5.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment, court order or amendment hereof by act of the owners of residential lots shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
5.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in CopperWood shall be automatically deemed to be made subject to these restrictions.

5.4 Notices. Any notices required to be sent to any owner of a residential lot or any part thereof or to Developer, or to the Association, or 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 the Architectural Control Committee, as such address appears on the applicable public record.

5.5 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

5.6 Waiver of Restrictions by Developer. 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 Developer, the shape, dimensions, 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 Developer may, in writing, grant waivers from the requirements of the recorded plat or these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

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

5.8 Writing. Any consent, approval, designation, modification or other action herewith by Developer, its successors and assigns, shall be in writing.

5.9 Future Plat(s). As used throughout this Declaration of Restrictions, the terms "CopperWood," "subdivision," "lot," "residential lot," and words of similar import, shall mean the subject property as well as the Additional Property, if any.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this Declaration of Restrictions as of the 5th day of June, 1995.
Signed and acknowledged in the presence of:

Mary E. Wilkins

Print here: Mary E. Wilkins

LOUISVILLE TITLE AGENCY FOR N.W.
OHIO, INC., TRUSTEE

By Kenneth L. White, Sr.
Executive Vice President

By David A. Marker
Treasurer

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5th day of June, 1995, by Kenneth L. White, Sr., the Executive Vice President, and by David A. Marker, the Treasurer, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Mary E. Wilkins

Notary Public
MAY COMMISSION LENTH DEC. 13, 1987

Signed and acknowledged in the presence of:

Hal S. Mawer

Print here: Hal S. Mawer

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE

By Frank C. Mawer
Its Vice President

By Walter Crouch
Its Vice President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5th day of June, 1995, by Frank C. Mawer, the Vice President, and by Walter Crouch, the Vice President, of Port Lawrence Title and Trust Company.
Company, Trustee, an Ohio corporation, on behalf of the corporation.

THERESA S. WHITTO
Notary Public, State of Ohio
Commission Expires 3-27-2006

Signed and acknowledged in the presence of:

MILLSTREAM DEVELOPMENT COMPANY
By Douglas C. Wamsler
President

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5th day of June, 1995, by Douglas C. Wamsler, the President, of MILLSTREAM Development Company, an Ohio corporation, on behalf of the corporation.

Notary Public

This instrument prepared by:
MILLSTREAM Development Company
4635 Alexis Road
P. O. Box 8954
Toledo, Ohio 43623-0954

RECEIVED &Recorded
JUN 06 1995 3:10 P.M.

SUE RIoux
RECORDER, LUCAS COUNTY, OHIO

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