This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
AS TO
CUTTER'S VILLAGE PLAT ONE, A PLANNED UNIT DEVELOPMENT
IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS is made and adopted by Robert F. Mix ("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 Cutter's Village Plat One, which plat has been recorded in Volume 147, page 601 of the Lucas County, Ohio Recorder. The premises constituting Cutter's Village Plat One 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 Cutter's Village Plat One 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 and Common Areas shown on the recorded plat of Cutter's Village Plat One 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) "THE CUTTER'S VILLAGE PLAT ONE ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to Cutter's Village Architectural Control Committee as further provided for in Article C hereof;

(b) "THE CUTTER'S VILLAGE HOMEOWNERS' ASSOCIATION" shall mean and refer to the Cutter's Village Homeowners' Association formed for Lots 1 through 13 in Cutter's Village 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) "COMMON AREAS" shall mean and refer to the common areas shown on the recorded plat of Cutter's Village as Lot B and any other common area(s), if any, shown on Exhibit A hereto and not occupied by Residential Lots;

(e) "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;

(f) "DEVELOPER" shall mean and refer to Robert F. Mix;

(g) "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;

(h) "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 Cutter's Village, 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;

(i) "RESIDENTIAL LOT" shall mean and refer to any of Lots 1 through 13 as designed on the recorded plat of the Cutter's Village, improved or unimproved, on which a structure may be located. The term "Residential Lot" shall not include the Common Areas;

(j) "SITE PLAN" shall mean a certain plan of Cutter's Village Plat One, as approved by the Toledo City Plan Commission, Toledo, Ohio on the _____ day of ____________, 2000, as the same may be amended or modified from time to time.

(k) "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
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 the plat of Cutter's Village. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Unit. The use and discharge of firecrackers and other fireworks is prohibited within the plat of Cutter's Village.

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 Unit. 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 Unit, without the prior written consent of the Board or its designee, unless completely contained within the dwelling on the Unit 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 Units 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 Unit and no clothing, linens or other material shall be aired or dried on the exterior portion of any Unit. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Units shall be located adjacent to the Unit. 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 or common areas of Cutter's Village as platted.

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, except that the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility, designated as Lot B. All sprinkler and irrigation systems serving Units 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 Declarant, and it may not be amended without Declarant’s written consent.

2.13 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Declarant 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 Unit 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 Unit, 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 Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sealers or storm drains. Declarant 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 Units.

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 Unit 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 or common area adjacent thereto, 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 Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit 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 Unit; (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 Unit 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 Declarant or conducted by a Builder with approval of the Declarant, with respect to its development and sale of the Properties or its use of any Units 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 Unit for emergency purposes and operation of maintenance vehicles, generators and similar equipment.

2.21 Single Family Occupancy. No Unit 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 Unit.

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 Unit.

2.23 Lease or Rental. Units shall be a residence of the Owner and no rental or lease of the Unit to third parties shall be permitted.

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, the finished grade elevation thereof, and the finish of the exposed surface of the common wall along the lot line dividing each pair of Residential Lots. 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. In approving plans and specifications, the Architectural Control Committee may require that the exposed surface of common walls be suitably finished by the Owner thereof if construction of the adjoining residence is not commenced within reasonable time after completion of the common wall, as determined by the Committee.

The scope of the Architectural Control Committee’s inquiry and review shall be broad. The plans and specifications for all Residential Lots and all Living Units or other Structures to be constructed on the Residential Lots in Cutter’s Village shall conform to Developer’s architectural theme for Cutter’s Village 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. parking areas
6. type of main, accessory and other Structures
7. number of Structures
8. cost of Structures
9. design
10. colors
11. finished grade elevation
12. visibility of improvements from within the area and from roads and properties adjacent thereto
13. building exhausts.
solely at the expense of the benefited Owner; and (iii) the Trustees shall have the right to terminate such usage and remove any plantings if the Owner does not replace such plantings as required and does not maintain such lawns and plantings in first class condition.

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

3.6 **Landscaping.** Developer shall establish a master plan for the landscaping of the subdivision, which master plan shall serve as a model or guide in the preparation of all individual landscaping plans for Residential Lots. True copies of the master landscaping plan shall be filed with the Association and with the Architectural Control Committee. Prior to commencement of construction of any Residential Lot, an individual landscaping plan for such Residential Lot shall be submitted for approval by the Architectural Control Committee. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence. All landscaping on each lot or extending from each lot, including but not limited to bushes, trees, shrubs, flower beds, mulch or similar beds and other owner-installed plantings shall be maintained and replaced by the individual lot owners, their heirs, successors and assigns, and shall not be a common area maintenance or replacement expense.

3.7 **Trees.** Subject to the provisions for yards and plantings under paragraph 3.6 above, Developer shall preserve, insofar as possible and consistent with the development of the Cutter’s Village, the trees and natural attributes of the Common Areas. No trees greater than six (6) inches in diameter shall be removed in connection with the development of any Residential Lot except approved by the Architectural Control Committee and as shown on the approved site plan for the construction.

3.8 **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 the Cutter’s Village.

3.9 **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.
3.10 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 Cutter’s Village, 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
PARTY WALLS: UTILITY EASEMENTS OVER RESIDENTIAL LOTS: DRIVEWAY EASEMENTS

4.1. General Rules of Law to Apply to Party Walls. To the extent not inconsistent with the provisions of this Article D and unless the Owners of adjoining Residential Lots should otherwise agree, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built or maintained at any time within Cutter’s Village pursuant to plans and specifications approved by the Architectural Control Committee. In the event that any portion of any Structure, including any foundation, footer, overhang, firewall, party wall, decorative wall, or fence, which has been constructed on or along a lot line in accordance with plans and specifications approved by the Architectural Control Committee shall protrude not more than six (6) inches onto or over an adjoining Common Area Lot, such protrusion shall not be deemed to be an encroachment upon the adjoining Common Area Lot, but the rights and obligations of the adjoining Residential Lot Owners with respect thereto shall be governed by this Article D and no Residential Lot Owner shall maintain any action for the removal of such protrusion. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that there shall be a perpetual easement in favor of the encroaching party, so long as such shall be maintained, for: (i) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same; and (ii) lateral support of such protrusion by the subsoil of and minerals in and under the servient parcel; provided, however, that the foregoing easement shall not be construed to prevent the Owner of any Residential Lot from making excavations on his Residential Lot for construction, reconstruction, enlargement, maintenance or repair of his dwelling so long as he shall protect the rights granted the adjoining Residential Lot Owners hereunder in making such excavations.
The foregoing shall also apply to any replacements of the original Structure, party wall, decorative wall or fence. The foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration of Restrictions. This section shall apply only to party walls which have been properly located under plans and specifications approved by the Architectural Control Committee in advance of construction and shall not be deemed to validate or to waive the right of any Residential Lot Owner to require the removal of any encroachment which has not been so approved by the Architectural Control Committee.

4.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be equally shared by the Residential Lot Owners who make use of the wall or fence in proportion to such use.

4.3 Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Residential Lot Owner who has used the wall or fence may restore it, and if the adjoining Residential Lot Owner thereafter makes use of the wall or fence, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the Residential Lot Owner who restores the wall or fence to call for a larger contribution from the other under any rule of the law regarding liability for negligent or willful acts of omission.

4.4 Right to Contribution Runs with Land. The right of any Residential Lot Owner to contribution from any other Residential Lot Owner under this Article D shall be appurtenant to the land and shall pass to such Residential Lot Owner’s successors in title.

4.5 Arbitration. In the event any dispute shall arise concerning a party wall or party fence under the provisions of this Article D, the Owners of the Residential Lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711, Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party, the dispute shall be presented to three (3) arbitrators. Each party shall choose one (1) arbitrator, the arbitrators so chosen shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators. The place of arbitration shall be Lucas County, Ohio. Each party shall pay all costs of his arbitrator. The costs of the third (3rd) arbitrator and of the arbitration proceedings shall be borne equally by the parties.

4.6 Utility Easements Across Residential Lots and Through Dwellings. In establishing the easements for and location of utility lines over the Common Area of the subdivision, Developer may determine it to be an aesthetic benefit to and in the best interest of the subdivision to locate such utility lines and the surface improvements serving such lines (such as electrical transformers and meters) in the Common Area lying between pairs of Residential Lots to minimize the number of such installations which will be visible in the subdivision. In such event, the utility lines serving one (1)
Residential Lot and/or through the dwelling located on such adjacent Residential Lot. Where such situation should occur, there is hereby created an easement for such lines over the servient Residential Lot and, to the extent necessary, through any dwelling located thereon for the benefit of the benefited Residential Lot and dwelling located thereon with right of access, upon reasonable notice, to maintain, replace and repair such lines at the sole cost of the benefited Residential Lot and in such manner as will cause the least disturbance to the servient Residential Lot.

4.7 Driveway Easements. The Plat for the Cutter's Village establishes easements of access from each Residential Lot to the private roadways shown thereon, thereby providing access from each Residential Lot to the public roadways over such easements and over the private roadways located within such plat. In addition to the easements thereby created on the plat, Developer hereby reserves the right, and by this reservation shall have the right, to grant to the Owners of the Residential Lots in the subdivision easements to construct and use driveways over that part of the Common Areas designated as a driveway area in the plans and specifications for the construction of a dwelling on each Residential Lot which are approved by the Architectural Control Committee. Such easements shall be for the exclusive benefit of the Residential Lot to which such driveways give access except and to the extent that the driveways so approved are combined driveways serving more than one (1) Residential Lot. The easement so granted with respect to that portion of the driveway giving access to more than one (1) Residential Lot shall be a nonexclusive easement for the benefit only of those Residential Lots to which access is given, the Owners thereof and their invitees. Such nonexclusive easement areas shall at all times remain clear and unobstructed by the persons having the right to use them. The cost of maintenance, repair and replacement of all driveways shall be borne by the Owners of the Residential Lots holding easement rights over them. Such costs with respect to nonexclusive easement areas shall be borne in equal shares by the Owners having the nonexclusive right and easement to use them.

4.8 Power of Attorney. Each Residential Lot Owner, by acceptance of a deed to a Lot, hereby appoints the President of the Association, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Lot Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Residential Lot Owner, the Association, and the real estate to which it is applicable, runs with the land, is couple with interest, and is irrevocable.
ARTICLE E
THE CUTTER'S VILLAGE PLAT ONE HOMEOWNERS' ASSOCIATION

5.1 Membership in Association. On or before the conveyance of the first Residential Lot in Cutter's Village by the Developer, the Developer shall cause to be formed an unincorporated association made up of the Owners of each Residential Lot in Cutter's Village. Upon the formation of the Association, every Owner of a Residential Lot in Cutter's Village shall become a member thereof, and each such Owner, including the Developer, shall be entitled to one (1) vote on each matter submitted to a vote of members for each Residential Lot in Cutter's Village owned by him or it. Notwithstanding the foregoing, until such time that the Common Areas are conveyed to the Cutter's Village Plat One Association, the Developer shall be entitled to one (1) vote for each Residential Lot owned by or on behalf of it in Cutter's Village. There 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.

5.2 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the roadways, the Common Areas 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, the Common Areas and utility easements. All member of the Association shall use the roadways, the Common Areas 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, except to the extent that the Architectural Control Committee has approved the extension into the Common Areas immediately adjacent to dwellings erected on a Residential Lot of patios, open porches, decks, walkways, driveways, decorative walls, private screens or shrubbery.

5.3 Association Rights. The Association, by a two-thirds (2/3) vote of its members by written action without a meeting or by majority vote of its members at a duly called meeting, shall have the power and right;

(a) to acquire title from Developer to all roadways, Common Areas, buffer lots and utility easements which may be designated for the common use and enjoyment of Residential Lot Owners in Cutter's Village and to manage, maintain, improve and repair such roadways, Common Areas, buffer lots and utility easements;

(b) to enforce all provisions herein and in the recorded plat of Cutter's Village;

(c) to adopt rules and regulations or general application governing the maintenance and rental of dwellings and the roadways, Common Areas and utility easements on the recorded plats of the subdivision;
(d) 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

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

5.4 Ownership of Common Areas. Notwithstanding the provisions of paragraph 5.1 of this Article E and any designation of "Common Areas" on the recorded plat of Cutter's Village Development, neither the Association nor any Owner of any Residential Lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until Developer shall convey such Common Areas to or for the benefit of the Association. Thereafter, the Owners of the Residential Lots in Cutter's Village shall have only those rights with respect to the Common Areas as are granted them hereunder, and after conveyance of the Common Areas to Cutter's Village Development, also under the Articles of Incorporation and Code of Regulations of Cutter's Village Development Association when filed. Developer, by its execution and recording of these restrictions and the platting of Cutter's Village does not represent or warrant that it will, and shall not be obliged to, convey any such Common Areas to or for the benefit of the Association prior to 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 Eighty-five percent (85%) of the Residential Lots in the Cutter's Village Development,

and upon the first to occur of the foregoing, or at such earlier time as the Developer may elect, the Developer shall convey title to the Common Areas and all roadways and driveways to the Association, subject to all easements, licenses and other property interests affecting such areas at the time of such conveyance, but free and clear from all liens and other encumbrances.
5.5 Membership in the Cutter's Village Development 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 Eighty-five percent (85%) of the Residential Lots in the Cutter's Village Development,

the Association shall convey all Common Areas and all roadways and driveways to the Cutter's Village Development Association and at the time of such conveyance, each Owner of a Residential Lot in the Cutter's Village, and all persons who thereafter acquire title to a Residential Lot in the subdivision, shall automatically become members of the Cutter's Village Development 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 the Cutter's Village Development 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 the Cutter's Village Development Association and any reference herein to the Association shall be deemed at all times thereafter to mean and refer to the Cutter's Village Development Association. Each Lot Owner, by the acceptance of a deed to a Residential Lot, shall be deemed to have acknowledged that the Cutter's Village Development Association is an independent legal entity not affiliated in any way with the Developer and that the Cutter's Village Development Association shall in no way be responsible for any obligations of the Developer, except as expressly provided for in this Declaration.

5.6 Association Expenses. All expenses incurred by the Association shall be borne equally by each Owner of a Residential Lot in Cutter's Village, 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 the Cutter's Village Development.

ARTICLE F
ASSESSMENT OF OWNERS

6.1 Annual Assessment. For the year commencing January 1, 2000, and each calendar year thereafter, each and every Residential Lot and Residential Lot Owner in Cutter's Village shall be 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 the Cutter's Village Development Association 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.

CUTTER'S VILLAGE DEVELOPMENT
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 __________, by ____________________________, President of the Cutter's Village Development 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 Common Areas or any facilities located thereon or by abandonment of his Residential Lot. 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.

6.2 Application of Assessments. The annual assessments shall be levied against all Residential Lots in Cutter's Village for any Residential Lots owned or leased by the Association for the common use and enjoyment of the Owner of Residential Lots in the subdivision. The assessments shall be applied toward the payment of the following costs and expenses:

(a) Utility and waste removal for the roadways, the Common Areas and the utility easement areas;

(b) Fire, casualty and liability insurance to protect the Trustees of the Association, as well as the Association and its members, for liability incident to the ownership and use of the roadways, the Common Areas and the utility easement areas;

(c) Landscaping, gardening, snow and trash removal and maintenance, repair and replacement of the roadways and the facilities and equipment located on the Common Area and the utility easement areas;

(d) Employment of security personnel and facilities for the benefit of all of the Owners of the Residential Lots in the subdivision;

(e) Employment of services and personnel required for the maintenance or operation of the roadways, the Common Areas and the utility easement areas and facilities located thereon, 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;

(f) All real estate, personal property and other taxes levied against the Association or any of the Common Areas and utility easement areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets;

(g) Operation and maintenance of all underground utility lines owned by the Association;
(h) Any other costs and expenses reasonably incurred by the Association in performing its obligations under this Declaration of Restrictions or its governing documents;

(i) The establishment of reserves to pay the estimated future costs of any of the foregoing;

(j) Payments to the Cutter’s Village Development Association for maintenance and repairs of roadways and utilities installations in Cutter’s Village;

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.

6.3 Initial Payment. The initial payment of a Residential Lot in the Cutter’s Village Development from the Developer shall pay to the Association an initial assessment of Seventy-five Dollars ($75.00) per month. All or any part of such initial assessment may be used in the operation and maintenance of the Association.

6.4 Special Assessments for Capital Improvements. In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on or constituting a part of the Common Areas owned by the Association, to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Lot owners and the consent of eligible holder of first mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to mortgages held by eligible holder of mortgages appertain.

6.5 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 restriction 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.

6.6 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.

6.7 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 G
EASEMENTS

7.1 Reservation of Easement Rights. Developer reserves to itself, and to 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 "Common Area(s)", "Utility Easements", "Private Road or Place" or with words of similar import, on the recorded plat of Cutter's Village, 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 "Common Area(s)", "Utility Easement", or with words of similar import, upon the recorded plat of Cutter's Village, 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 H
DURATION OF RESTRICTIONS

8.1 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 fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

ARTICLE I
AMENDMENTS

9.1 Power to Amend. Except as hereinafter provided, amendment of these Articles of the Association shall require (a) the consent of Lot owners exercising not less than Seventy-five percent (75%) of the voting power of Lot owners, and (b) the consent of eligible holder of first mortgages on Lots to which at least Fifty-one percent (51%) of the votes of Lots subject to mortgages held by eligible holder of first mortgages appertain. Notwithstanding the foregoing:

(a) the consent of all Lot owners shall be required for any amendment effecting a change in:

i. the method of allocating liability for common expenses;

ii. the number of votes in the Association appertaining to any Lot; or

iii. the fundamental purposes to which the Common Areas owned by the Association are restricted;

(b) the consent of the Lot owners exercising not less than Eighty-five percent (85%) of the voting power of Lot owners and the consent of eligible holders of first mortgages on Lots to which at least Seventy-five percent (75%) of the votes of Lots subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Association;

(c) 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 previously described, in which the eligible holder of first mortgages on Lots are entitled to written notice of such proposed amendment; and
(d) in any event, Declarant 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.

9.2 Method to Amend. An amendment to these Covenants, adopted with the consent hereinbefore 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 J
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

10.1 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, the Cutter's Village 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.

10.2 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 Cutter's Village Development shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
10.3 **Transfers Subject to Restrictions.** All transfers and conveyances of each and every Residential Lot in the Cutter’s Village Development shall be made subject to these restrictions.

10.4 **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.

10.5 **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.

10.6 **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.

10.7 **Limitation of Warranties; Indemnification or Trustee, etc., of Association.** By acceptance and recording of a deed to a Residential Lot in Cutter’s Village, 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.

10.8 **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.

10.9 Modification of Restrictions, Hardship. In the event of a material change in conditions or circumstances from those existing at the time these restriction 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.

10.10 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 K
MAINTENANCE AND REPAIR

11.1 Association Responsibilities. Except as provided herein, the Association shall maintain, repair and replace any Common Areas owned by the Association. Additionally, the Association shall maintain, repair and replace Subdivision amenities and any buildings and equipment owned by the Association serving the Subdivision. Additionally, the Association shall maintain the lawns on the individual Lots, to the extent deemed appropriate by the Board.

ARTICLE L
UTILITY SERVICES

12.1 The Association shall arrange for the provision of utility services to the Common Area under its control, and shall pay the costs of such services separately metered to the Association by the utility company.
ARTICLE M
INSURANCE: LOSSES BONDS

13.1 Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Areas or common property of the Association, against loss or damage by fire, lighting, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:

(a) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Lot and its appurtenant interest superior to a first mortgage;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/V1, or better, or, if such company has a financial rating of Class B, then such company must have a general policy holder's rating or a least A, all as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/V1 or better rating;

(c) shall be written in the name of the Association;

(d) shall provide that the insurance carrier shall notify all eligible holder of first mortgagees on any Lot at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy; and

(e) unless otherwise determined by the Board, shall obtain and maintain a comprehensive policy of general liability insurance with regard to any property within its control, insuring the Association, the Trustees, and the Lot owners and occupants, with such limits as the Board may determine, but no less than the greater of:

(i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and

(ii) $1,000,000.00 for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence.
This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot owner because of negligent acts of the Association, the Board or other Lot owners and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of any of the Common Areas owned by the Association, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association and to each eligible holder of a first mortgage on a Lot.

13.2 Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

ARTICLE N
NO PARTITION

14.1 General. Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partitions unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Trustees from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE O
CONDEMNATION

15.1 General. Whenever all or any part of the Common Areas shall be taken or conveyed in lieu of and under threat of condemnation by the Board acting on the written discretion of Voting Members representing at least Sixty-seven percent (67%) of the total Property Owners in the Association by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

15.1.1 If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within Sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in this Declaration, and Voting Members representing at least Seventy-five percent (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with the plans approved by the Board of Trustees of the Association. If such improvements are to be repaired or restored, the above
provisions in Article E hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

15.1.2 If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Trustees of the Association shall determine.

ARTICLE P
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

16.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon including, without limitation, furnishings and equipment related thereto and common landscaped areas, and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the prevailing Community-Wide Standard.

16.2 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 Declarant.

16.3 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 and the right to use any recreational facilities on the Common Area. In addition, the Association, in accordance with Article F 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 Unit in the event that such Owner is more than thirty (30) days delinquent in paying any assessment of 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 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 City of Toledo or Lucas County, Ohio to enforce ordinances on the Properties for the benefit of the Association and its Members.
16.4 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, Robert F. Mix, the Developer, has caused this Declaration of Restrictions to be executed this 15th day of July, 2000.

Signed and acknowledged in the presence of:

[Signatures]

Robert F. Mix, Developer

STATE OF OHIO )
)ss
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 15th day of July, 2000, by Robert F. Mix.

[Signature]

Notary Public

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

[Signature]

Mail: Robert F. Mix
1843 Castlegate
Toledo, Oh. 43614