EXTENSION OF FARMINGTON VILLAGE

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DECLARATION OF RESTRICTIONS
FOR
EXTENSION OF FARMINGTON VILLAGE
A SUBDIVISION IN
THE
VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by CHRIS J. ZERVOS, an individual, d/b/a ZERVOS DEVELOPMENT COMPANY, a sole proprietorship, hereinafter called "Developer", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of Lots fifteen (15), sixteen (16), seventeen (17) and eighteen (18) in the Extension of Farmington Village, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio (hereinafter sometimes called "the subdivision or "Farmington Village Extension"), as shown on the recorded plat of same recorded in Volume 107, Page 130, of the Lucas County, Ohio Record of Plats; and

WHEREAS, Developer desires to form an unincorporated association to be known as The Extension of Farmington Village Homeowners Association ("the Association"); whose members shall be all of the owners of all of the lots in Farmington Village Extension subdivision; and

WHEREAS, Farmington Village Extension is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the Village of Ottawa Hills, Lucas County, Ohio.

NOW THEREFORE, Developer in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan does for himself, his heirs and assigns, hereby declares, covenants and stipulates that all property as shown on the plat of the Extension of Farmington Village, a subdivision in the Village of Ottawa Hills, Lucas County, Ohio, shall hereafter be conveyed by him, his heirs and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

REstrictions

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

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through him until January 1, 2002, at which time said covenants and
restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2002, or may be amended or terminated after January 1, 2002, by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which Instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. "Developer," the "Association," the "architectural control committee" (as hereafter defined), or the owner of any lot in Farmington Village Extension shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

Invalidation of any of the restrictions and covenants herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

RESIDENTIAL LOTS

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single family dwellings or two family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities, including non-commercial recreational facilities.

The four (4) lots located as shown on the plat (sometimes "lots" herein) shall be residential lots.

The average land area per family unit contained in the Farmington Village Extension subdivision, exclusive of the area
occupied by streets, shall not be less than eight thousand (8,000) square feet per family unit located within such subdivision.

Each single family residential lot as shown on the plat for Farmington Village Extension shall contain at least eight thousand (8,000) square feet. Each two (2) family residential site, as defined below, shall contain at least sixteen thousand (16,000) square feet or at least eight thousand (8,000) square feet per lot.

Although all four (4) lots in the subdivision can be characterized as single family sites, the Developer intends to develop the lots in pairs of two (2) lots each which adjoin each other. Therefore, Lots 15 and 16 and 17 and 18, shall each be designated as two-family residential sites. On each such pair of adjoining lots comprising a two (2) family residential site there may therefore be constructed either two (2) residential structures being each a single family dwelling, or in the alternative, one (1) residential structure which shall be either a single family dwelling or a two (2) family dwelling occupying both lots comprising such two (2) family residential site.

**ARCHITECTURAL CONTROL**

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

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

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

All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat. Notwithstanding anything to the contrary just stated herein, there must be a a minimum of eighteen (18) feet of open space between the buildings on Lot 16 and the buildings on Lot 17, well as nine (9) feet of open space between the east lot line of Lot 18 and any building on Lot 18.

If approved by the architectural control committee and the Association, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

The maximum height of all new residential dwellings erected within the subdivision shall be thirty (30) feet. The minimum square footage of all new residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand eight hundred (1,800) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Farmington Village Extension as an architecturally harmonious artistic and desirable residential subdivision having an open-space atmosphere with residences located in
an apparent random and casual manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, front yard setbacks, brick specifications, trim colors and roof color, design and materials with the Village of Ottawa Hills Council and Planning Commission. Included within such established theme are conditions that the exterior of all structures within the subdivision must be at least one-third (1/3) brick, with any remaining exterior covered by stained pressboard and/or cedar, except for garage doors which shall be either wood-framed with hardboard panel inserts or a raised-panel equivalent.

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

The architectural control committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the architectural control committee shall be appointed by the Association; provided, however, at all times one (1) member of such architectural control committee shall be the President of the Hasty Hill Farms I Condominium Association, Ottawa Hills, Ohio, for so long as same exists. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

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

THE FARMINGTON VILLAGE HOMEOWNERS' ASSOCIATION

All owners of residential lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association, 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 plat, this Declaration of Restrictions and any Code of Regulations and/or rules and regulations adopted by the Association.

The Association shall collect and disburse funds for all purposes which the members of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

ASSESSMENTS

For the calendar year 1985 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal monthly installments on or before the first day of each month during the calendar year for which the assessment is levied.

Commencing in January 1, 1986, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary maintenance of landscaping installed on all non-built upon areas on the residential lots in the subdivision. If so entrusted with such responsibilities, or any other maintenance responsibilities for property in the Farmington Village Extension subdivision, the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and thereby the charge for same shall constitute a lien against their respective lots as just stipulated above.
USE AND ACTIVITIES

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

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

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

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

No trailer, basement, tent, shack, garage, barn, mobile home or any temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

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

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

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

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the lots and along and upon all highways or streets now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefitted or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

Until June 30, 1986, Developer shall, if necessary due to actions taken under the paragraph captioned ASSESSMENTS hereof, maintain all non-built upon areas on the lots in the subdivision with each residential lot owned by others assessed $85.00 per month to reimburse Developer for the cost thereof. Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, Chris J. Zervos, an Individual, db/a Zervos Development Company, and his wife, Persilla J. Zervos
(for purposes of releasing dower), have executed this Declaration of Restrictions this 11th day of June, 1985.

WITNESSES:

James H. Parker  
Chris J. Zervos
James H. Parker  
Persilla J. Zervos

STATE OF OHIO, COUNTY OF LUCAS, ss:

This 11th day of June, 1985, before me, a Notary Public in and for said County and State, personally appeared the above named Chris J. Zervos, an individual, d/b/a Zervos Development Company, a sole proprietorship, and Persilla J. Zervos, his wife.

Notary Public

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

RECEIVED & RECORDED
JUN 19 1985
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

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EXTENSION OF FARMINGTON VILLAGE

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DECLARATION OF RESTRICTIONS
FOR
EXTENSION OF FARMINGTON VILLAGE
A SUBDIVISION IN
THE
VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by CHRIS J. ZERVOS, an individual, d/b/a ZERVOS DEVELOPMENT COMPANY, a sole proprietorship, hereinafter called "Developer", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of Lots fifteen (15), sixteen (16), seventeen (17) and eighteen (18) in the Extension of Farmington Village, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio (hereinafter sometimes called "the subdivision or "Farmington Village Extension"), as shown on the recorded plat of same recorded in Volume 127, Page 14, of the Lucas County, Ohio Record of Plats; and

WHEREAS, Developer desires to form an unincorporated association to be known as The Extension of Farmington Village Homeowners Association ("the Association"); whose members shall be all of the owners of all of the lots in Farmington Village Extension subdivision; and

WHEREAS, Farmington Village Extension is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the Village of Ottawa Hills, Lucas County, Ohio.

NOW THEREFORE, Developer in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan does for himself, his heirs and assigns, hereby declares, covenants and stipulates that all property as shown on the plat of the Extension of Farmington Village, a subdivision in the Village of Ottawa Hills, Lucas County, Ohio, shall hereafter be conveyed by him, his heirs and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

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

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through him until January 1, 2002, at which time said covenants and
restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2002, or may be amended or terminated after January 1, 2002, by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefitted by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the Architectural Control Committee (as hereafter defined), or the owner of any lot in Farmington Village Extension shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

Invalidation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

RESIDENTIAL LOTS

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single family dwellings or two family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities, including non-commercial recreational facilities.

The four (4) lots located as shown on the plat (sometimes "lots" herein) shall be residential lots.

The average land area per family unit contained in the Farmington Village Extension subdivision, exclusive of the area
occupied by streets, shall not be less than eight thousand (8,000) square feet per family unit located within such subdivision.

Each single family residential lot as shown on the plat for Farmington Village Extension shall contain at least eight thousand (8,000) square feet. Each two (2) family residential site, as defined below, shall contain at least sixteen thousand (16,000) square feet or at least eight thousand (8,000) square feet per lot.

Although all four (4) lots in the subdivision can be characterized as single family sites, the Developer intends to develop the lots in pairs of two (2) lots each which adjoin each other. Therefore, Lots 15 and 16 and 17 and 18, shall each be designated as two-family residential sites. On each such pair of adjoining lots comprising a two (2) family residential site there may therefore be constructed either two (2) residential structures being each a single family dwelling, or in the alternative, one (1) residential structure which shall be either a single family dwelling or a two (2) family dwelling occupying both lots comprising such two (2) family residential site.

ARCHITECTURAL CONTROL

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

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

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

All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat. Notwithstanding anything to the contrary just stated herein, there must be a a minimum of eighteen (18) feet of open space between the buildings on Lot 16 and the buildings on Lot 17, well as nine (9) feet of open space between the east lot line of Lot 18 and any building on Lot 18.

If approved by the architectural control committee and the Association, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

The maximum height of all new residential dwellings erected within the subdivision shall be thirty (30) feet. The minimum square footage of all new residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand eight hundred (1,800) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Farmington Village Extension as an architecturally harmonious and artistic and desirable residential subdivision having an open-space atmosphere with residences located in
an apparent random and casual manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall thereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, front yard setbacks, brick specifications, trim colors and roof color, design and materials with the Village of Ottawa Hills Council and Planning Commission. Included within such established theme are conditions that the exterior of all structures within the subdivision must be at least one-third (1/3) brick, with any remaining exterior covered by stained pressboard and/or cedar, except for garage doors which shall be either wood-framed with hardboard panel inserts or a raised-panel equivalent.

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

The architectural control committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the architectural control committee shall be appointed by the Association; provided, however, at all times one (1) member of such architectural control committee shall be the President of the Hasty Hill Farms I Condominium Association, Ottawa Hills, Ohio, for so long as same exists. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

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

THE FARMINGTON VILLAGE HOMEOWNERS' ASSOCIATION

All owners of residential lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association, 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 plat, this Declaration of Restrictions and any Code of Regulations and/or rules and regulations adopted by the Association.

The Association shall collect and disburse funds for all purposes which the members of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

ASSESSMENTS

For the calendar year 1985 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal monthly installments on or before the first day of each month during the calendar year for which the assessment is levied.

Commencing in January 1, 1986, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary maintenance of landscaping installed on all non-built upon areas on the residential lots in the subdivision. If so entrusted with such responsibilities, or any other maintenance responsibilities for property in the Farmington Village Extension subdivision, the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and thereby the charge for same shall constitute a lien against their respective lots as just stipulated above.
USE AND ACTIVITIES

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

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

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

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

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

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

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

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the lots and along and upon all highways or streets now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefor shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

Until June 30, 1986, Developer shall, if necessary due to actions taken under the paragraph captioned ASSESSMENTS hereof, maintain all non-built upon areas on the lots in the subdivision with each residential lot owned by others assessed $85.00 per month to reimburse Developer for the cost thereof. Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, Chris J. Zervos, an individual, d/b/a Zervos Development Company, and his wife, Persilla J. Zervos
(for purposes of releasing dower), have executed this Declaration of Restrictions this ___ day of ___, 1985.

WITNESSES:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, ss:

This ___ day of ___, 1985, before me, a Notary Public in and for said County and State, personally appeared the above named Chris J. Zervos, an individual, d/b/a Zervos Development Company, a sole proprietorship, and Persilla J. Zervos, his wife.

[Notary Public Signature]

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

RECEIVED & RECORDED
JUN 19 1985
BILL COPELAND
RECORDED, LUCAS COUNTY, OHIO

[Stamp]