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DECLARATION OF RESTRICTIONS
FOR
2ND EXTENSION OF
FARMINGTON VILLAGE SUBDIVISION
IN
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," and by THE FARMINGTON VILLAGE 2ND EXTENSION HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association," on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all lots except for Private Common Area Lot "A" in the recorded plat of The 2nd Extension of Farmington Village, a subdivision (hereinafter sometimes called "the subdivision") or "2nd Extension of Farmington Village") platted as a Replat of Lots 120 and 129 of Hasty Hill Farms, Plat 6, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, which plat (sometimes "plat") is recorded in Volume 142, pages 97 through ______, Lucas County, Ohio Record of Plats; and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots in the 2nd Extension of Farmington Village subdivision, and Association is the record owner of all that portion of the 2nd Extension of Farmington Village subdivision designated as Private Common Area Lot "A" on the plat including any portions thereof shown to be used for roadway, parking and utility purposes, as well as non-commercial recreational and open space purposes; and

WHEREAS, the 2nd Extension Farmington Village 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 and Association 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 do for themselves, their respective successors, heirs and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of the 2nd Extension of Farmington Village, a subdivision in the Village of Ottawa Hills, Lucas County, Ohio, shall hereafter be conveyed by them, their respective successors, 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 herebefore 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, Association and all persons claiming under or through them 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 Farmington Village 2nd Extension Homeowners Association, Inc., the architectural control committee (as hereafter defined), or the owner of any residential lot in the 2nd Extension of Farmington Village 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 twelve (12) lots located as shown on the plat (sometimes "lots" herein) shall be residential lots and the remainder of the real estate included in the subdivision designated as Private Common Area Lot "A" shall be common area and shall be used exclusively for roadway and/or utility purposes as shown on the plat and for off-street parking, non-commercial recreational facilities and open space areas.

The average land area per family unit contained in the 2nd Extension of Farmington Village subdivision exclusive of the area occupied by streets, shall not be less than ten thousand (10,000) square feet per family unit located within such subdivision.

Each single family residential lot as shown on the plat for the 2nd Extension of Farmington Village shall contain at least six thousand seven hundred twenty (6,720) square feet. Each two (2) family residential site, as defined below, shall contain at least thirteen thousand four hundred forty (13,440) square feet or at least six thousand seven hundred twenty (6,720) square feet per lot.

Although all twelve (12) 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 19 and 20, 21 and 22, 23 and 24, 25 and 26, 27 and 28, and 29 and 30, 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 thereof 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.
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 any 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 the 2nd Extension of Farmington Village as an architecturally harmonious artistic and desirable residential subdivision having a parklike 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, 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 wood-framed with hardboard panel inserts.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvements 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 Farmington Village 2nd Extension Homeowners Association, Inc.; provided, however, at all times one (1) member of such architectural control committee shall be the President of the Hasty Hill Farms 1 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 commission 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 2ND EXTENSION 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 Farmington Village 2nd Extension Homeowners Association, Inc. 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 the Articles and Code of Regulations of such Association.

Each member of the Association, in common with all other members as owners of residential lots in the subdivision and in the 2nd Extension of Farmington Village subdivision, shall have the right to use the common areas and facilities in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other lot owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from each residential lot.

All members shall use the common areas and facilities in such manner as will not restrict, interfere or impede the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the architectural control committee has approved the extension into any common area immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery.

The Association shall collect and disburse funds for all purposes which the Board of Trustees 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 1986 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 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 the Private Common Area Lot "A," including but not limited to, the maintenance of all landscaping placed thereon, as well as 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 subdivision other than Private Common Area Lot "A," 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 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 common areas designated on the recorded plat and along and upon all highways 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 settling 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.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, Private Common Area Lot "A," shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the common areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the common areas and facilities through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 1986, Developer shall maintain all common areas 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), and The Farmington Village 2nd Extension Homeowners Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this __ day of ____, 1986.

WITNESSES:

[Signatures]

THE FARMINGTON VILLAGE 2ND EXTENSION HOMEOWNERS ASSOCIATION, INC.

[Signature]

By: Chris J. Zervos, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

This __ day of ____, 1986, 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 Devel-

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opment Company, a sole proprietorship, and Persilla J. Zervos, his wife.

Notary Public

Jerome R. Parker, Attorney at Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Section 147.03 O.R.C.

STATE OF OHIO, COUNTY OF LUCAS, ss:

This 15th day of April, 1986, before me, Notary Public in and for said County and State, personally appeared the above named Chris J. Zervos, President of The Farmington Village 2nd Extension Homeowners Association, Inc., an Ohio nonprofit corporation, on behalf of said corporation.

Notary Public

Jerome R. Parker, Attorney at Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Section 147.03 O.R.C.

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

APR 16 1986 9:44 AM
BILL COPELAND
RECORER, LUCAS COUNTY, OHIO

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