HABITAT VILLAGE LOTS 1-6

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DECLARATION OF RIGHTS AND RESTRICTIONS

THIS DECLARATION OF RIGHTS AND RESTRICTIONS (the "Declaration") is made and adopted as of the 24th day of October, 2001, by Maumee Valley Habitat for Humanity, an Ohio non-profit corporation ("Owner"), whose address is P. O. Box 2586, Toledo, Ohio 43606-0586.

RECORDALS

A. Owner is the owner in fee simple of Lots No. 1-6 inclusive, of Habitat Village (a Replat of Lot 100 in Oak Terrace Plat 1) a Subdivision in Spencer Township, Lucas County, Ohio, as per plat thereof recorded at Volume 151, Pages 57 and 58 of the Lucas County, Ohio Record of Plats (the "Property").

B. Owner has replatted Lot 100 of Oak Terrace Plat 1 so as to create six (6) tax parcels from the Property. The legal descriptions of the new tax parcels, created by the replatting are set forth on Exhibit A, and such new tax parcels are referred to herein as the "Lots."

C. Owner desires to establish a general plan for the development, improvement and use of the Property as an architecturally harmonious, high quality residential subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property that will make the Property more attractive for residential purposes and that will protect present and future owners of the Property in their use and enjoyment thereof for residential purposes.

NOW, THEREFORE, Owner, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, for itself and its successors and assigns, declares, covenants and stipulates that the Property shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 Each residence dwelling on a Lot shall be used and occupied solely and exclusively for private residence purposes by a single family. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

1.2 No portion of any Lot or structure thereon shall be used or permitted to be used for any business purpose and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of Lots.

1.3 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any Lot.
1.4 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, at the Property. No manufactured home or pre-fabricated structure of any kind shall be erected or placed on any Lot, unless first approved as provided under Article II hereof. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the Plans approved therefor as provided under Article II hereof.

1.5 No truck, boat, bus, tent, mobile home, trailer, car, camper or other similar vehicle or housing device shall be stored at any time on a Lot unless housed within a garage building. Roof mounted antennas, satellite dishes larger than twenty four (24) inches in diameter or other similar receiving and transmitting devices shall not be permitted on any Lot unless first approved as provided in Article II. No wash or laundry shall be hung or dried outside of any structure on any Lot.

1.6 No Lot shall be used for the storage of automobiles (other than operable vehicles for the personal use of the owner of the Lot), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any Lot, building materials to be used in the construction of such structure may be stored therein subject to the condition that 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 a Lot owner within one (1) year after the date of the beginning of the construction thereof. No sod, dirt or gravel, other than incidental to construction of approved structures, shall be removed from any Lot without the prior written approval of the Owner, its successors and assigns.

1.7 No animals, reptiles, insects or birds of any kind shall be raised, bred or kept on any Lot, or in any portion of the Property, except pets kept in cages or aquariums or no more than a total of two (2) usual and ordinary and household pets, such as a dog, cat, bird and the like, provided that (i) they are not kept, bred or maintained for any commercial purposes and (ii) they are housed within the residence dwelling and are not permitted outside of the residence dwelling except during daylight hours, and then only if they are confined within a fenced yard (out of which the animal cannot escape) or are confined on a leash held by a person (and not on a leash staked to the ground or affixed to a stake, pole or structure of any kind).

1.8 All rubbish, garbage and debris (combustible and non-combustible) on Lots shall be stored in underground containers, in containers entirely within the garage or basement or, if approved as provided under Article II hereof, in outside containers. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Owner, its successors and assigns, or the Association (as hereinafter defined).

1.9 No signs of any character other than signs of not more than ten (10) square feet in the aggregate (on all sides) advertising the sale of the Lot on which such sign is located shall be erected, posted or otherwise displayed on or about any Lot without the prior written permission of the Owner, its successors and assigns, or the Association; and the Owner, its
successors and assigns, or 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.

1.10 All electric and telephone facilities and services located on the Property shall be underground with the exception of (a) those above-ground services, if any, existing on the date hereof, and (b) any new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the public rights-of-way accessing the Property, provided that said new or replacement poles, facilities or services shall be located within the ten (10) foot strip of land at the exterior of such portions of the Property.

1.11 No structure or any part thereof shall be erected, placed or maintained on any Lot nearer to the street or the street line or lines than any building line(s), building setback line(s) or building area(s) shown on the plat for Habitat Village (the “Plat”), except for a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof. Further, no structure or any part thereof shall be erected, placed or maintained on any Lot nearer to the front, side or rear lot line than is permitted by the Codes.

1.12 No portion of any Lot nearer to any street than the building line(s), building setback line(s) or building area(s) shown on the Plat shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portions of Lots for walks, drives, trees, shrubbery, flowers, flower beds and ornamental plants or hedges. Any walks, drives, hedges or enclosures of any kind shall first have been approved as provided under Article II hereof.

1.13 No unsightly weeds, underbrush or other object of any kind shall be permitted to grow or remain on any part of a Lot. This paragraph 1.13 shall be construed to prohibit the planting or maintaining of farm crops or grains on Lots.

1.14 No trash burner, outdoor fireplace or other outdoor device expelling gas or smoke shall be placed on any Lot, except for an outdoor grills for the personal use of the Lot owner only.

1.15 Intentionally Omitted.

1.16 No firearms of any type shall be discharged on the Property or on any Lot.

1.17 No basketball apparatus or fixed sport apparatus attached to the exterior surface of any residence or any portion of the common area shall be permitted on the Property or any portion of the Property.

1.18 No fence, wall or other enclosure shall be erected, placed or maintained on any Lot unless first approved as provided in Article II hereof. No fence may exceed four (4) feet in height. Only split rail fences substantially the same as the split rail fence installed by the Owner shall be installed, unless the Lot owner obtains the approval for a different type as provided in Article II and shows good cause for such fence to be other than a split rail fence. In no event shall
an owner be permitted to erect, place or maintain a chain link fence or a fence with barbed or razor wire on any Lot.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 After the filing of this Declaration and after the formation of the Association as provided in Article III, the members of the Architectural Control Committee shall be elected by the Association from time to time. Until the Owner elects to create the Association, the Owner shall serve as the sole member of the Architectural Control Committee. After the Association is formed, the Architectural Control Committee shall be comprised of three (3) members. Members of the Architectural Control Committee shall serve for two-year terms, or until a member's earlier resignation, incapacity or death. Members of the Architectural Control Committee may be re-elected; provided, however, that no member of the Architectural Control Committee shall serve for more than three (3) consecutive two-year terms at a time.

2.2 Detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to additions to residences, garages, basements, swimming pools, fences, walls, bridges, dams, driveways, sidewalks, mailboxes, hedges and other enclosures, and satellite dishes and similar devices) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon any Lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a Lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the Lot and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Architectural Control Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

2.3 In requiring submission of the Plans as herein set forth, Owner contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent Lots, its artistic and architectural merits, 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 on the Property as a whole.

2.4 Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.5 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of Lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may
conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all Lots shall be established on the Plans submitted to and approved by the Architectural Control Committee.

2.6 It is the duty of the owner of each Lot, at the expense of each such owner, to keep and maintain the sidewalks located on such owner's Lot in a good and clean manner and to clear the aforesaid sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereof, and each such owner of a Lot shall indemnify and hold Owner harmless from any liability to any person resulting from such Lot owner's neglect, failure or refusal in performing said duty. It is the duty of the owner of each Lot, at the expense of each such owner, to keep and maintain the fences located on such owner's Lot, including, but not limited to, the fence installed by the Owner, in a good and safe condition, and each such owner of a Lot shall indemnify and hold Owner harmless from any liability to any person resulting from such Lot owner's neglect, failure or refusal in performing said duty. The Association shall have the right, but not the obligation, to perform any duties for and on behalf of the owner of each Lot, and if the Association performs such duty, the Lot owner shall reimburse the Association for the costs of performing such duty within ten (10) days after written demand therefor.

2.7 So long as the Owner is the sole member of the Architectural Control Committee, the Owner shall review Plans without charge. Thereafter, the Architectural Control Committee may, at its option, require that the Plans for all structures or other improvements be accompanied by an application fee to be applied by the Architectural Control Committee toward the costs associated with its review of such Plans.

ARTICLE III
HABITAT VILLAGE HOMEOWNERS' ASSOCIATION

3.1 Owner shall have the right at any time after the execution and recording of this Declaration to create the Habitat Village Homeowners' Association (the "Association"). In no event, however, shall Owner be required to create the Association before Owner has sold, transferred and/or conveyed all of the Lots.

3.2 Upon creation of the Association by the Owner, the members of the Association shall be the owners, from time to time, of all of the Lots. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the Lots on the Property.

3.3 The Owner (or the Association upon its formation by Owner) shall have the following powers and rights:

(a) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance and upkeep of
(i) the Common Areas (as hereinafter defined), and (ii) any easement areas created or reserved in this Declaration or on the recorded Plat and included within the Property, and (iii) any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s)-of-way at the Property.

(b) To appoint the members of the Architectural Control Committee, in accordance with paragraph 2.1 hereof.

(c) To promote and seek to maintain the attractiveness, value and character of the Lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, in any rules and regulations which the Association may promulgate pursuant hereto.

(d) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in the Subdivision.

(e) To represent the owners of Lots before governmental agencies, offices and employees, and to generally promote the common interests of the Lot owners.

(f) To collect and dispose of funds and assessments as provided in Article IV hereof.

(g) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

(h) To acquire title from the Owner to any common areas (the “Common Areas”) which may be designated for the common use and enjoyment of Lot owners.

(i) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon.

(j) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the Lot owners and located within the boulevard islands, if any, the cul-de-sac islands, if any, or any other portions of the public right(s)-of-way at the Property.
(k) To maintain, repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the Lot owners and located within the public right(s)-of-way at the Property.

(l) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph 3.3; to pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this paragraph 3.3.

(m) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein.

3.4 Each member of the Association shall be entitled to one (1) vote in the Association for each Lot which such member owns. When more than one (1) person holds an ownership interest in any Lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such Lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Where a vote is cast by one of two or more owners of any Lot, the Association shall not be obligated to look to the authority of the member casting the vote.

ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Each and every Lot and Lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. Initially, there will be no annual assessment. Such amount may be increased or adjusted from year to year in the discretion of the Association.

4.2 The annual assessments of Lot owners shall be determined, levied and made on a uniform basis, with each Lot being subject to the same yearly assessment; provided, however, that there shall be no annual assessment for Lots owned by the Owner. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. Further, Association does not guarantee or make any representations regarding the sufficiency of such assessments for the purposes set forth herein.
4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. 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 Lot owner and after payment of a reasonable charge therefor, the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's 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.

4.4 The Association shall have a perpetual lien upon the Lots to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of the owner or owners of each Lot at the time when the assessment becomes due. The lien of the annual assessments shall arise against each Lot on the first day of the year in which it is due and shall be prorated between the owners of parts of Lots in accordance with the proportion which the area of each part of a Lot to which each owner holds record title bears to the total area of the Lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a “Notice of Lien” in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Habitat Village Homeowners' Association claims a lien for unpaid annual assessments for the years __________________ in the amount of $_______ against the following described premises:

(Insert Legal Description)

HABITAT VILLAGE HOMEOWNERS’ ASSOCIATION

By ____________________________

STATE OF OHIO )
SS: )
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ____ day of ______, 20__, by _______________________, the __________________ of HABITAT VILLAGE HOMEOWNERS’ ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

______________________________
Notary Public
4.5 In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each Lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's Lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any Lot shall not affect the assessment lien, or relieve the Lot from liability for any assessments or from the lien thereof; provided, however, that the sale or conveyance of any 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 conveyance.

ARTICLE V
EASEMENTS

5.1 With respect to the Property, the Owner 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, repair and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated as easement areas on the Plat, but only to the extent the same are located on the Property and all portions of each Lot that lie within ten (10) feet of such Lot's boundary lines, in addition to the right to grant consents and easements along and upon all highways and rights-of-way now existing or hereafter established and abutting all the Lots and all portions of each Lot that lie within ten (10) feet of such Lot's boundary lines, in addition to the right to grant consents and easements. The Owner 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 Lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the easement areas designated on the Plat or within ten (10) feet of each Lot's boundary lines provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

5.2 No owner of any Lot shall have the right to reserve or grant any easements or rights-of-way upon or over any of the Lots without the prior written consent of the Owner, its successors and assigns.

ARTICLE VI
COMMON AREAS, ETC.

6.1 Each owner of a Lot, in common with all other owners of Lots, shall have the right to use the Common Areas at the Property for all purposes incidental to the use and occupancy of such member's 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 for such other incidental uses as are set forth in this Article VI. All owners shall use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by the other owners of the Lots.

6.2 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout the Property, although contained within the public right-of-way, are intended to be treated as if such boulevard islands and cul-de-sac islands are part of the Common Areas.

6.3 The Owner, its successors and assigns, shall have the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose.

6.4 Notwithstanding the provisions of paragraph 3.3 and any designation of Common Areas on the Plat, neither the Association nor any owner of any Lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the Lots shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

ARTICLE VII
DURATION OF RESTRICTIONS: AMENDMENTS

7.1 This Declaration shall run with the land and shall be binding upon the Owner and all persons claiming under or through the Owner until September 30, 2021, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 This Declaration may be amended prior to September 30, 2021, with the written approval of the Owner and the then owners of not less than sixty-six percent (66%) of the Lots, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving Lot owners with the formalities required by law. This Declaration may be terminated as of September 30, 2021, and may be amended or terminated thereafter with the written approval of the owners of not less than fifty percent (50%) of the Lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS: OTHER MATTERS

8.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate
any such covenant, agreement or restriction 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.

8.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order, or amendment hereof by act of the owners of Lots, shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

8.3 All transfers and conveyances of each and every Lot shall be made subject to this Declaration.

8.4 Any notice required to be sent to any owner of a Lot or to the Owner or to the Architectural Control Committee or to the Association 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 Owner or to any agent of the Architectural Control Committee or to the Association at such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee or the records of the Association.

8.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

8.6 The Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

8.7 No owner of any Lot shall subdivide the same or convey less than the whole of any Lot without first obtaining the written consent of the Owner.

8.8 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.

8.9 Each Lot owner, by acceptance of a deed to a Lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owner, its successors and assigns, the shape of, dimensions or topography of the Lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the Plat, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such Lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.
8.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of Lots, or which would cause this Declaration to cease being beneficial to the owners of such Lots, the Owner, its successors and assigns, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected Lot owner.

8.11 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

8.12 As used in this Declaration, the term "owner" shall be defined to mean the record title owner.

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IN WITNESS WHEREOF, Maumee Valley Habitat for Humanity, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed as of the date first set forth above.

Signed and acknowledged in the presence of:

[Signatures]

MAUMEE VALLEY HABITAT FOR HUMANITY

By: [Signature] Executive Director

Charles F. Thayer, Executive Director

STATE OF OHIO )

SS: )

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 24th day of October, 2001, by Charles F. Thayer, the Executive Director of Maumee Valley Habitat for Humanity, an Ohio non-profit corporation, on behalf of the corporation.

[Signature]

Notary Public

This Instrument Prepared By:

Reed Hauptman, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43624

[Seal]

REED HAUPTMAN
Notary Public, State of Ohio
My commission expires on: 14703 O.R.C.
EXHIBIT A

Lot 1

Lot Number 1 in Habitat Village, a Subdivision in Spencer Township, Lucas County, Ohio same being recorded in Plat 151-57.
EXHIBIT A

Lot 2

Lot Number 2 in Habitat Village, a Subdivision in Spencer Township, Lucas County, Ohio same being recorded in Plat 151-57.
EXHIBIT A

Lot 3

Lot Number 3 in Habitat Village, a Subdivision in Spencer Township, Lucas County, Ohio same being recorded in Plat 151-57.
EXHIBIT A

Lot 4

Lot Number 4 in Habitat Village, a Subdivision in Spencer Township, Lucas County, Ohio same being recorded in Plat 151-57.
EXHIBIT A

Lot 5

Lot Number 5 in Habitat Village, a Subdivision in Spencer Township, Lucas County, Ohio same being recorded in Plat 151-57.
EXHIBIT A

Lot 6

Lot Number 6 in Habitat Village, a Subdivision in Spencer Township, Lucas County, Ohio same being recorded in Plat 151-57.

RECEIVED &-recorded

OCT 24 2001 4:02 PM

SUE RIOUX
RESENDER, LUCAS COUNTY, OHIO