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DECLARATION OF RESTRICTIONS
of
HICKORY SHORES, PLAT 1

A Subdivision in the City of Oregon, Lucas County, Ohio

This declaration of restrictions adopted by Dennis R. and
Susan K. Bihn, husband and wife, hereafter called
Developers, this day of , 1995.

WITNESSETH:

WHEREAS, Developers are the record owners in fee simple of all
of the platted lots in the recorded Plat of Hickory Shores, Plat 1,
a Subdivision in the City of Oregon, Lucas County, Ohio, which Plat
is recorded in Volume , pages , inclusive of
the Lucas County Ohio Record of Plats, (hereinafter referred to as
the "Plat").

WHEREAS, Developers have provided in the Plat for:

1. Subdivision of said land, including the
establishment of setback lines and building lines for
each lot;

2. The dedication to public use of certain streets and
ways therein; and

3. The reservation of certain easements therein for
installation and maintenance of public utility service;
and

4. An overall plan of development.

WHEREAS, Developers desires to establish, for its own benefit
and for the benefit of all future owners and occupants of all or
any part of Hickory Shores, certain easements and rights in, over
and to Hickory Shores, and certain restrictions upon the manner of
use, improvement and enjoyment of the aforementioned lots in
Hickory Shores and to impose hereby certain restrictions on such
lots in said Hickory Shores;

NOW, THEREFORE, in consideration of the enhancement in value
of the Plat, and to afford purchasers protection in the use and
occupancy thereof, and for the purpose for which the same are
designated, and to provide a uniform general plan for the
improvement, development, use, occupancy, enjoyment of said Hickory
Shores as an architecturally harmonious, artistic and desirable
residential district, Developers, the owners, for themselves, their
heirs, legatees, devisees, successors and assigns, do hereby declare,
covenant and stipulate that all property as shown on the
Plat shall hereafter be sold, conveyed or transferred by
Developers, subject to the following covenants, conditions,
agreements and restrictions, which restrictions shall to the extent
legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE ONE
USES OF LAND

Section 1.1 Residential Lots. All of the lots located and shown on the plat as the same may be hereinafter combined and/or subdivided shall be "residential lots" and shall be used and occupied solely for private residential purposes by a single family, including their family servants, no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling, which may also include a garage of not more than four (4) car capacity which shall be made an integral part of the residence dwelling, an attractive appearing garden house, and an inground swimming pool. No part of any said lot in Hickory Shores shall be used for any non-residential or commercial purpose hereof.

Section 1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. Not more than one (1) single family residence shall however be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developers. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single family residential purposes (which is defined herein as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the Subdivision. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building material to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the Subdivision. No spirits, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. No well for gas or oil shall at any time, whether intended for temporary or permanent purpose, shall be erected, placed or suffered to remain on said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners
on any adjoining land. No television antenna tower, satellite dish, advertising sign, billboard or other advertising device, except for advertising sale of the premises, shall be erected, placed, or suffered to remain upon the said premises. No shed, barn, or utility building shall be erected, placed, or suffered to remain on said premises. The right is reserved by Developers to erect advertising signs and displays at entrances to the development until all lots are sold and to erect small structures and place signs on any unsold lot or improvements thereon. A builder erecting a dwelling may place one identification sign on the property during construction. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lawn, except in the rear yard. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch on the front of any building. All clothed poles shall be approved by the developers or a committee designated by him/her as provided in these restrictions. No trailer, shack, barn, housecar, permanent type playhouse, unattached greenhouse, treehouse or outbuilding of any kind shall be permitted in Hickory Shores.

Section 1.3 Pets. Except for normal household pets, no animals, rabbits or poultry of any kind, character or species shall be maintained upon any part of any lot. Dogs, cats, or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developers or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developers or the Association. Pit Bulls and other vicious animals are strictly prohibited. All owners shall strictly comply with all applicable leash laws.

Section 1.4 Vehicles. No boats, boat trailers, house trailer, motor home, recreational vehicle, motor coach or truck (except pickup trucks or vans not exceeding one (1) ton shall be parked, stored or suffered to remain within Hickory Shores, whether on a lot or in a street, unless parked or stored within a garage out of view. All vehicles parked within the Subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Hickory Shores, Plats 1 for more than 24 hours, and no major repair of any vehicle shall be made on any property which constitutes the Subdivision.

Section 1.5 Storage of Materials. No lot shall be used for storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon said lot, building materials may be stored upon said lot where the dwelling is being constructed upon the condition that such
materials will be integrated into the structure within ninety (90) days. No tanks storing propane gas or other fuel oil, used for heating a dwelling, shall be permitted on any lot. Any accumulation of firewood shall be stored out of view from the street or streets. All rubbish, debris and garbage shall be stored in enclosed containers. The enclosed containers shall remain out of view from the street or streets except for the time scheduled for the removal of rubbish, debris and garbage, no earlier than 8:00 PM the evening prior to scheduled pickup.

Section 1.6 Completion of Structure. Structures must be completed by an owner within one (1) year following commencement. Once commencement of construction takes place, continuous progress must be made toward the completion. No dwelling erected in Hickory Shores shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. No sod, dirt or gravel other than incident to construction of approved structure shall be removed from said lot without the approval of the Developers.

Section 1.7 Pools. No above-ground pools shall be erected, placed or suffered to remain upon any lot. In-ground swimming pools may be erected, placed or suffered to remain on a lot only with the approval of the Developers as to design, size, location and landscaping. Pool house must compliment the home and be approved by the developers or a committee designated by him/her as provided in these restriction. A gazebo may be erected upon approval of the developers or a committee designated by him/her as provided in these restriction.

Section 1.8 Fences. No fence shall be erected upon any lot without the consent of the Developers or the architectural committee identified in Article III. All fences shall be split-rail, consisting of three (3) rails and further shall be a height of four (4) feet from the ground surface. Privacy fences shall be permitted in order to screen patios, porches or decks. No fence shall be constructed within twenty-five (25) feet of the boundary line of Lot "B" (the pond). Thus, the owners of Lots thirty (30) through forty-four (44) inclusive may not construct a fence within twenty-five (25) feet of the rear boundary line of such lots.

Section 1.9 Maintenance. Each lot owner shall maintain his/her residence and all improvements upon his lot in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. All sidewalks, driveways and parking areas within the owner's lot or
serving the owner's residence shall be cleared and kept free of debris: and cracks, and rust stains or marks from water usage damaged and/or eroding areas on same shall be removed, repaired, replaced and/or resurfaced.

Section 1.10 Pond (Lot "B"). The Developers who presently are the owners in fee simple of Lot"B" (the Pond) located in Hickory Shores Plat I, aforementioned, hereby restrict the present and future use of Lot "B" (the Pond) as follows:

1. Lot "B" (the Pond) which shall become the property of the Homeowners Association described in Article III Section 3.9 of these Restrictions shall be for the mutual and exclusive use of the owners or part owners and their respective heirs and assigns of lot numbers thirty (30) through forty-four (44) inclusive.

2. The owners of lots thirty (30) through forty-four (44) inclusive shall pay the maintenance and upkeep of said Lot "B" (the pond) on a timely basis, said upkeep which shall be assessed by the Pond Committee of the Home Owners Association in accordance with Article III.

3. Lot "B" (the Pond) shall not be utilized for any purposes during the hours of 10:00 a.m. to 6:00 a.m.

4. No motorized boats, rafts, floats or other mechanism shall be used upon Lot "B" (the Pond) at any time.

5. The owners of Lots number thirty (30) through forty-four (44) inclusive shall only permit themselves, their immediate family and guests to utilize Lot "B" (the Pond) and derive benefit therefrom.

6. No foreign, toxic or polluting materials are to be placed into Lot "B" (the Pond).

7. Lot "B" (the Pond) shall be utilized for recreational purposes which are defined as swimming, wading, canoeing, boating (non-motorized), sailing (less than twelve (12) foot) and fishing.

8. Lot "B" (the Pond) shall not be utilized in a manner which shall cause a disturbance to any of the owners of Lots number thirty (30) through forty-four (44) or any other adjoining land owners.

ARTICLE TWO
EASEMENTS

Section 2.1 Reservation of Easements Rights. Developers reserve to themselves, their heirs, legatees, devisees, successors and assigns, the exclusive right to grant consents for easements
and right-of-ways in, through, under and/or over those portions of each said lot, as shown on the plat of Hickory Shores designated as utility right-of-ways for construction, operation and maintenance of electric lights, telephone and telegraph poles, lines, conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure for any part thereof shall be erected or maintained upon any part of the property in Hickory Shores, over or upon which easements for installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 2.2 Utility Easements. Developers reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes, cablevision and conduit or other public utility facility, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 2.3 Right to Enter Lands. Developers also reserve to themselves, and to their heirs, legatees, devisees, successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developers, their heirs, legatees, devisees, successors, and assigns. The Developers reserve for themselves, their legatees, heirs, successors and assigns, the exclusive right to grant consents to transverse or cross any and all portions of Lots number thirty (30) through forty-four (44) inclusive, in order to gain ingress and egress to maintain the pond which is located upon Lot "B". The Developers shall give reasonable notice of the exercise of this right to the lot owner(s) effect. The Developers further agree that upon reasonable notice to repair any damage which may result from the exercise of this right. This right of ingress and egress to Lot "B" may be assigned to the pond Subcommittee Hickory Shores Homeowners Association set forth in Article III.
ARTICLE III
ARCHITECTURAL CONTROL

Section 3.1 Submission and Approval of Plans and Specifications. No dwelling or any addition thereto, including but not limited to all dwellings, buildings, landscaping, the height of all structures, signs, fences, walls, driveways, hedges, garages, basements, docks, and in-ground swimming pools, or any alterations thereof, shall be erected, reconstructed, placed or suffered to remain on any lot, unless or until the size, location, type, style of architecture, use, materials and construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plat plan showing the proposed location of said dwelling upon any lot, and the plans, specifications and details of said dwelling shall have been approved in writing by the developers or a committee designated by him/her as provided in these restrictions, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developers. No dwelling except such as conform to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Two (2) complete sets of plans showing structure and site location and two (2) sets of specifications shall be submitted for approval to the developers or a committee designated by him/her as provided in these restrictions for architectural theme, merit, site location and elevation of grade upon curb. If and when the proposed plan and specifications are approved, the developers or a committee designated by him/her as provided in these restrictions will retain one (1) set of each and return the approved and signed set to the lot owner. Plans shall be drawn by a competent builder or architect. Construction of a dwelling is not to begin prior to the approval of the plans as stated above. The Developers shall approve, reject or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof.

Section 3.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developers intend to assure the development of Hickory Shores plat I as an architecturally harmonious, artistic and desirable single-family residential Subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such a manner as to, in the judgment of the Developers, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any
plans and specifications, the Developers shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developers will not approve designs which are in conflict with the esthetic standards of the community.

Section 3.3 Location and Building of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lot having a floor area, excluding garage, porches, basement, less than 1,700 square feet in the event said structure is a single story 1,800 square feet in the event the structure is a story and a half and 2,000 square feet in the event said structure is a two story. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises unless, in addition to the floor area above specified and required, said dwelling shall include as attached two car garage of not less than 450 square feet. All dwellings must have a minimum of 24 inches of brick on the front sides and the rear of the exterior construction. may be vinyl or other material, if desired, but style grade and application must be approved by the developers or a committee designated by him/her as provided in these restriction. All chimneys must be of brick construction. All dwellings with a foundation of more than eight inches above finish grade shall have brick veneer covering the concrete or block masonry foundation. All dwellings shall have overhangs of not less than twelve (12) inches, the exterior of which may be clad in aluminum. All dwellings shall have roofs with pitches no less than six (6) inches per one (1) foot. This minimum roof pitch shall be maintained on all areas of all roofs on the home, garage and porches. All driveways must be of concrete construction. It shall be a requirement that sidewalks, as approved by the City of Oregon, be installed and constructed as a part of each lot. Each lot owner, at his or her own expense, shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the lot, or at the time of construction of the residence dwelling, whichever time or event first occurs. Each lot owner, prior to the completion of construction of a dwelling, shall, at the expense of the lot owner, acquire from the Developers or others a mailbox approved by the Developers and by the United States Postal Service. No other mailbox, other than those approved by the Developers, shall be erected on a lot. If it is necessary to replace a mailbox, it shall be the responsibility of the lot owner to replace the mailbox. The replacement mailbox must match the specifications of the original mailbox. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or rear line that shall be determined by Developers in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall
apply to and include, porches, verandas, portecochere, and other similar projections of any dwelling.

Section 3.4 Landscaping. The portion of each lot lying between the building setback line and the street or streets shall be used for lawn purposes only, except that it shall be required that each lot owner, within one (1) year from the date of purchase and closing of the lot, or at the time of construction of the residence dwelling, whichever time or event occurs first, shall plant a minimum of two (2) trees, each at least two (2) inches in diameter. The trees shall be of the following types: White Birch, Silver Maple, Crimson Maple, Red Oak, Green Spire Linden or such other tree approved by the developers or a committee designated by him/her as provided in these restriction after written application by the lot owner. If a lot owner does not comply with the requirement of this section, the Developers shall have the right, without notice to the lot owner, to cause said trees to be planted at the sole cost and expense of the lot owner. This expense shall include all planting costs plus fifteen percent (15%) as and for contracting, supervision and other related costs of the Developers. Excepting the requirements in the paragraph immediately preceding, nothing herein contained, however, shall be construed as preventing the use of such portions on any lot for walks, the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary, fountains and similar ornamentation, for the purpose of beautifying any lot. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon any lot, and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. No fence shall be erected or maintained in the portion of each lot lying between the building setback line and the street or streets. A lot owner may erect and maintain a fence commencing at the rear of the dwelling and extending to and across the back lot line, except those lots adjacent to the pond. No chain link fence. Fence material must be approved by the Developers. Privacy wood fence must also be approved by the developers or a committee designated by him/her as provided in these restriction.

Section 3.5 Swimming pools. No above-ground pools shall be erected, placed or suffered to remain upon any lot. In-ground swimming pools may be erected, placed or suffered to remain on a lot only with the approval of the developers or a committee designated by him/her as provided in these restriction as to design, size, location and landscaping. Pool house must compliment the home design and be approved by the developers or a committee designated by him/her as provided in these restriction. A Gazebo may be erected upon approval of the developers or a committee designated by him/her as provided in these restriction.

Section 3.6 Variance in Construction. In all instances where plans and specifications are required to be submitted to and are approved by the developers or a committee designated by him/her as
provided in these restrictions, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed in violation of these restrictions.

Section 3.7 Establishment of Grades. Developers shall have the sole and exclusive right to establish grades, sopes, and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Hickory Shores plat I. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developers in writing.

Under no circumstances shall contiguous residences have a difference in elevation of more than one (1) foot at any place where situated.

Permanent storm sewer pick-ups/catch basins are located on various residential lots throughout the Subdivision. Such permanent storm sewer pick-ups/catch basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located.

Section 3.8 Architectural Control Committee. The Developers at any time after the filing of these restrictions but before one-half (1/2) of all of the lots in the Plat have been sold shall nominate an Architectural Control Committee which shall consist of three (3) members, one of which shall not be related by blood or marriage to the Developers. The Committee upon its appointment shall approve all plans as required by Article III. The Committee members shall serve until the development is complete or until the Developers notify the Hickory Shores Association in writing that the Developers are transferring the appointment of the members of the Committee to the Association. The Association shall within thirty (30) days thereafter appoint new members who shall serve for a period of two (2) years or until replaced and shall discharge the function of the committee.

Section 3.9 Home Owners Association. Developers hereby establishes the Hickory Shores Association which shall consist of all of the owners of real estate located within Hickory Shores. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title to a lot is in more than one (1) person, such co-owners acting jointly shall be entitled to but one (1) vote. The Association, by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable, for the maintenance, conservation and beautification of this property, and for the health, comfort, safety and general welfare of the residents of said property, and all parts of said
property shall at all times be maintained subject to such rules and regulations.

The officers of the Association shall be elected as provided in the By-Laws of the Association, shall exercise the power, discharge the duties and be vested with the rights conferred by the By-Laws and this Declaration upon the Association, except as otherwise specifically provided. Officers of the Hickory Shores Association may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The By-Laws shall confer upon the President of the Association, or such other officers as they may direct, the specific duty of acting as liaison between the Association and local governmental officials for the purpose of coordinating their efforts in enforcing the restrictive provisions of this Declaration which are of mutual interest. The By-Laws of the Association shall provide for an annual meeting of the Owners Association on a date specified therein. Special meetings of the Association may be called by owners representing one-third (1/3) of the votes of the Association by giving notice of such meeting through publication in a newspaper of general publication in the area at least three (3) weeks prior to the date of said meeting at a place located within the Hickory Shores subdivision; a meeting may be called by the President of Hickory Shores Association by giving notice in a newspaper of general circulation as provided above. The rules, regulation or By-Laws adopted by Hickory Shores Association may be amended at any time by owners representing two-thirds (2/3) of the votes of the Association, at a meeting of the Association called for that purpose. Upon the sale and conveyance by the Developers of all lots in the Plat and all previous or future plats, if any, of Hickory Shores Plat I, or earlier upon the election of the Developers, the Developers, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developers by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and said future plats, if any.

Section 3.10 Pond Committee. The Developers in addition to the establishment of the Hickory Shores Association hereby also establishes a permanent Committee of the Hickory Shores Association which shall be known as The Pond Committee. The Pond Committee shall consist of all of the owners of Lots number thirty (30) through forty-four (44) and shall be responsible for the enforcement of the restriction upon the use of said Pond as set forth in Article II, Section 3.4 and to maintain lot "B" (the
Pond). Each owner of Lots number thirty (30) through forty-four (44) shall be entitled to one (1) vote for each lot owned by him/her concerning each matter submitted to the Committee for a vote, provided however that where title to a lot is in more than one (1) person, such co-owners, acting jointly shall be entitled to but one (1) vote. The Association shall enforce the assessment of the maintenance of the pond in accordance with Article III, Section 3.11.

Section 3.11 Maintenance Charges. Lots number thirty (30) through forty-four (44) shall be subject to a pond maintenance charge by the Association (such assessment shall be on a per lot basis), payment to be made annually at the time of taking title to any lot (appropriately prorated) and then on the first day of January each calendar year for such calendar year commencing January 1, 1996. The Association shall have a lien perpetually upon lots number thirty (30) through forty-four (44) to secure the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio. The assessment shall only be used to maintain Lot "B" (the Pond) and to improve same.

"Notice of Lien"

Notice is hereby given that the Hickory Shores Homeowners' Association, Inc., claims lien for unpaid annual assessments for the year(s) __________________ in the amount of $________________ against the following described premises:

(insert legal description)

Hickory Shores Homeowners' Association, an Ohio non-profit corporation

By: ____________________________, President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this _____ day of __________, 19___, by ____________________________, President of Hickory Shores Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall be entitled to recover and have and enforce against each of these lots...
a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of Lot "B" or any facilities located thereon or by abandonment of his/her lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale of transfer 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 transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.12 Hickory Shores Plat I Homeowners' Association.
The Association shall have the following powers and rights:

a. To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any previous and/or subsequent declaration(s) encumbering any previous and/or subsequent plat(s) of Hickory Shores Plat I, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.

b. 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 Hickory Shores Plat I.

c. To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.

d. To collect and dispose of funds as provided in Section 3.11 hereof, and as may be provided in any previous and/or subsequent declaration(s) encumbering any previous and/or subsequent plat(s) of Hickory Shores Plat I.

e. 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.

ARTICLE IV
ENFORCEMENT

Section 4.1 Ownership. Each grantee of Developers, by acceptance of the deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements...
and jurisdiction, rights and power of Developers, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of this Declaration were recited and stipulated as length in each and every deed conveyance.

Section 4.2 Enforcement. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Developers, its successors and assigns, the right:

A. To enter upon the land which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure or thing, or condition that may exist thereon contrary to the intent and meaning of the provision hereof, and Developers shall not thereby be deemed guilty of any manner of trespass; or

B. The continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Developers, its successors and assigns. Cost, legal or otherwise, incurred by the Developers in enforcing these restrictions shall be borne by the lot owner against whom enforcement is sought.

Section 4.3 Subordination. All restrictions, covenants and conditions, agreements and other provisions herein contained, shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of mortgage now or hereafter executed, or encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce security or affect the validity of any such mortgage or deed of trust in the nature of the mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage or under the provision of any deed or trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired, subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 4.4 No Waiver of Violations. None of the restrictions proposed hereby abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.

Section 4.5 Saving Clause. The validity of any restrictions
hereby imposed, or of any provisions hereof, or of any part of such restrictions or provisions, shall not impair or affect in any manner the validity, enforceability or affect the rest of the Declaration.

Section 4.6 Lease. Any owner who leases his lot or the improvements constructed thereon shall be required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of the Declaration of Restrictions, the Associations Articles of Incorporation and By-Laws, if any, and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease. All leases are required to be in writing and shall be for a minimum initial term of six (6) months. Violation of any of the rules and regulations adopted by owner or by the Association formed pursuant to this lease restrictions shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 4.7 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developers 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 Developers or to the Association as such address appears on the applicable public record.

Section 4.8 Paragraph Headings. The paragraph headings contained in the Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

ARTICLE V
DURATION

Section 5.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developers and all persons claiming under and through the Developers until the first day of May, 2015, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 5.2 Amendments. These covenants and restrictions may be amended to May, 2015 with written approval of not less than two-thirds (2/3) of the eligible voters as set forth in this Declaration of Restrictions for the lots of Hickory Shores, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment was signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated May 1, 2015, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Hickory Shores upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.
IN WITNESS WHEREOF, Dennis R. Bihn and Susan K. Bihn, owners of Hickory Shores, has hereunto set their hands this ___ day of June, 1995.

Dennis R. Bihn
Susan K. Bihn

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 20th day of June, 1995, by Dennis R. Bihn and Susan K. Bihn, husband and wife.

Notary Public
Charles L. Bloom
State of Ohio
Expiration

Mid American National Bank & Trust Co., hereby consents and concurs in the filing of these restrictions.

William P. Johnson V.P.
Mid American National Bank & Trust Co.

RECEIVED &RecordED
JUN 23 1995
Sue Rioux
Recorder, Lucas County, Ohio

SEE ENV.
95 1204006