Declaration Of Restrictions For
Hidden Harbour Plat IV,
A Subdivision In The Township Of Springfield,
Lucas County, Ohio

This DECLARATION OF RESTRICTIONS ("Declaration") adopted by HIDDEN HARBOUR PARTNERS, an Ohio general partnership, 7862-F West Central Avenue, Toledo, Ohio 43617, hereinafter called ("Developer"), as of this 8th day of May, 2000.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded Plat (sometimes "Plat" herein) of the Hidden Harbour Plat IV subdivision (sometimes "Harbour Plat IV") located in the Township of Springfield, Lucas County, Ohio, which Plat is recorded in Volume 147, Page 89, of the Lucas County, Ohio, Record of Plats; and

WHEREAS, the Hidden Harbour Association ("Association"), when formed by the Developer, shall be an Ohio non-profit corporation whose members shall be all of the owners (sometimes "Lot Owners" herein) of all of the residential lots ("Lot or Lots") in the Plats 2, III and IV of the Hidden Harbour Subdivision (collectively the "Subdivision" or "Hidden Harbour"), as well as any and all residential lots which may be created by any subsequent plats of the Subdivision (Plats 2 and III have already been recorded; and these Restrictions are executed as an extension thereof as provided in the recorded restrictions for said Plats 2 and III); and

WHEREAS, the Harbour Plat IV is intended to be a first-class, quality single-family residential subdivision developed as a community development plan or Section Thirteen development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, does for itself and its successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I
USE OF LAND

1.1 - Residential Lots. All of the lots located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "lot", "lots", "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.
6.2 - **Saving Clause.** The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its partners, employees, and agents to the fullest extent permitted by law for their good faith actions taken on behalf of and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

6.3 - **Transfers Subject to Restrictions.** All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

6.4 - **Notices.** Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer, to the Association or the Lake 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 Developer, Lake Association or to the Association as such address appears on the applicable public record.

6.5 - **No Waiver of Violations.** No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

6.6 - **Waiver of Restrictions by Developer.** Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

6.7 - **Paragraph Headings.** The paragraph headings contained in this 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.

**IN WITNESS WHEREOF,** the undersigned parties have hereunto set their hands to this Instrument as of the day and year first written above.

**WITNESSES:**

**HIDDEN HARBOUR PARTNERS,** an Ohio general partnership

[Signature]

By: THOMAS BUILDING CO.,
    general partner

[Signature]

(as to all signatures)

Thomas L. Schlachter, President

**HIDDEN HARBOUR DEVELOPMENT, CO.,**
    general partner

[Signature]

By: Robert L. Dame, President
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 15th day of May, 2000 by Thomas L. Schlachter, President, on behalf of Thomas Building Co., by Robert L. Dame, President, on behalf of Hidden Harbour Development Co.; and by Richard G. Moses, President, on behalf of RGM Properties, Inc., the said Thomas Building Co., Hidden Harbour Development Co., and RGM Properties, Inc., being all the partners of Hidden Harbour Partners.

By: Richard G. Moses, President

Notary Public

CONSENT AND JOINDER OATH

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

The undersigned, as record titleholder to the real property covered by the foregoing Declaration, hereby consents to the execution and recording of same.

WITNESSES:

By: [Signature]

By: [Signature]

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 15th day of May, 2000, by Andrew McCall and Robert Lee, Officers of Louisville Title Agency for N.W. Ohio, Inc., an Ohio corporation, on behalf of said corporation.

Notary Public

This instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Ste 930
Toledo, Ohio 43604
(419) 244-8336

RECEIVED & RECORDED

JULY 8 2000

SUE RIOUX
RECORDED LUCAS COUNTY, OHIO