This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee, is the owner in fee simple of the following described real estate:

Lots number twenty-seven (27) to fifty-seven (57) in HIGH OAKS PLACE PLAT TWO, as recorded in Volume 117 of Plats, pages 52 and 53.
WHEREAS, High Oaks Development Corp., hereinafter referred to as Developer, has recorded said Plat of High Oaks Place Plat II in Volume 127, pages 32 and 33 of Lucas County, Ohio Plat records and desires to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision, which will make said lots more attractive for residential purposes, for its own benefit and the benefit of all future owners.

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, for itself and its successors and assigns, does hereby adopt, declare, covenant and stipulate that all lots in said High Oaks Place Plat II shall be subject to the restrictions hereinafter set forth and shall be conveyed by said Developer, its successors and assigns, subject to said restrictions, to-wit:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and drives, patio, motor courts, walks and landscape plans and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in High Oaks Place, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. 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 recorded plat, nor nearer to any side line or rear line than shall be determined by Developer 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, porte-cochere, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of High Oaks Place, Plat II, but only with the written consent of the Developer.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single family dwelling such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in High Oaks Place Plat II until the plans, specifications and a plot plan showing the location of such addition or swimming pool have been approved in writing by Developer.

Section 6. The location of any and all driveways shall and remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans.
and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in High Oaks Place Plat II, except as now located or determined in writing by the Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 7. No structure or any part thereof shall be erected, placed or maintained on any lot in High Oaks Place Plat II, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornaments, for the purpose of beautifying any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 8. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards wherever erected shall be approved by Developer.

Section 9. In connection with the provisions contained in Section 6 above, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon,
or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its adjustment, do material damage to any abutting or adjacent property.

Section 10. Developer reserves 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 and conduits or any other public utility facilities 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 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through under and/or over those portions of the front, rear and sides of each lot, as shown on the plat of High Oaks Place Plat II, designed as utility right-of-ways, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in High Oaks Place Plat II, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade occupation or profession of any kind shall be conducted, maintained or permitted upon any lot. No well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes shall be totally concealed underground, the location of said lawn sprinkler
wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. No signs of any character, other than the sales or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed or posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in High Oaks Place Plat II.

Section 13. Other than dogs, cats or birds, all of which shall be maintained within the dwelling so as not to unreasonably disturb neighbors, the maintenance or harboring of any other animals is expressly prohibited in High Oaks Place Plat II.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No more than one dryer may be used for each dwelling house. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 15. Any commercial vehicle, boat, house, car, trailer or other similar housing device if stored on any lot in High Oaks Place Plat II shall be housed within a garage.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, landscape materials, paper, glass, or any reclaimed product or material, except
that during the period the building is being erected upon such lot,
building materials may be stored thereon. However, any building materials
not incorporated in said building within ninety (90) days after it is
delivered to said lot shall be removed therefrom. Structures must be
completed by an owner within six (6) months of the date of the beginning
of construction.

Section 17. All rubbish and debris, combustible and non-combustible,
and all garbage shall be stored in underground containers or stored and
maintained in containers, entirely within the garage or basement. Additional
regulations for the storage, maintenance and disposal of rubbish, debris,
leaves and garbage may, from time to time be established by Developer.

Section 18. Trash collection is to be provided by one private company who
will contract to do the entire subdivision on the same day. All cans are to be
placed at the garage door and will be returned to the same place by the trash
collector. There is to be no trash at the street.

Section 19. Leaves are not permitted to be piled on any portion of pavement
or within right-of-way - they should be removed at the time of clean up. This
service is provided by several competent lawn care companies. Names can be
provided by Developer.

Section 20. Developer, its successors and assigns reserves and is
hereby granted the right in case of any violation or breach of any of the
restrictions, rights, reservations, limitations, agreements, covenants and
conditions herein contained, to enter the property upon or as to which such
violation or breach exists, and to summarily abate and remove, at the expense
of the owner thereof, any erection, thing or condition that may be or exists
thereon contrary to the intent and meaning of the provisions hereof interpreted
by Developer, and Developer shall not, by reason thereof be deemed guilty of any
manner of trespass for such entry, abatement or removal. A failure of Developer
to enforce any of the restrictions, rights, reservations, limitations, agreements,
covenants and conditions contained herein shall not, event be construed, taken or
held to be a waiver therefor or acquiescence in or consent to any continuing
further or succeeding breach or violation thereof, and Developer shall at any and
all times have the right to enforce the same.
Section 21. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developer.

Section 22. In all instances where plans and specifications are required to be submitted to and are approved by Developer, 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 a violation of these restrictions.

Section 23. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

Section 24. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of High Oaks Place be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a similar type, look and quality.

Section 25. On every non-corner lot within the Subdivision, there shall be a minimum of five (5) trees located between the street and the front of the dwelling. Corner lots shall have a minimum of eight (8) trees. If needed, such trees shall be planted at the lot owners' expense and such trees shall be a minimum of five (5) feet in height.

Section 26. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of the Developer shall have been first
obtained therefor, and to be subject to the terms and conditions of said
consent as to its type, height, width, color, upkeep and any general conditions
pertaining thereto that said consent may name. Notwithstanding this restriction,
the erection of "split rail" type fences are hereby granted prior approval by
the Developer provided such "split rail" fences are not erected nearer to any
street than the building set back line or lines shown on the plat of this sub-
division.

ARTICLE TWO

Section 1. Upon the sale of two-thirds (2/3) or more of the lots in the
plat of High Oaks Place Plat II, Developer may cause to be incorporated a non-
profit corporation under the laws of the State of Ohio to be called the "High
Oaks Place Plat II Property Owners' Association", and upon the formation of such
Association, every owner (meaning a full building site) shall become a member
therein, and each such owner, including Developer, shall be entitled to one
vote on each matter submitted to a vote of members for each lot owned by him
or it; provided, however, that where title to a lot is in more than one person,
such co-owners, acting jointly, shall be entitled to but one vote.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members
may adopt such reasonable rules, regulations and by-laws as it may deem advisable
for the maintenance, conservation and beautification of the property, and for
the health, comfort, safety and general welfare of residents on said property
shall at all times be maintained subject to such rules and regulations.

Section 3. Developer shall by an instrument in writing, in the nature of
an assignment, vest the Association, and when formed, with rights, privileges
and powers herein retained by the Developer, which said assignment shall be
recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

Section 4. The owners of all lots in the plat shall be subject to the Code
Of Regulations of High Oaks Place Plat II Property Owners' Association and all
rules and regulations enacted by said Association, which Code of Regulations is
attached hereto as Exhibit A and made a part hereof by reference.
ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdictional rights and powers of Developer and the Association, 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 the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, its successors or assigns, or the Association, the right (a) to enter upon the land upon 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, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association not thereby 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 Developer, its successors or assigns, or by the Association.

Section 2. These covenants and restrictions shall run with the land and be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2000, at which time these 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, 2000 with written approval of the then owners of not less than two-thirds (2/3) of the lots in High Oaks Place Plat II, 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. These covenants and restrictions may be terminated as of January 1, 2000, and may be amended or terminated thereafter with the written approval of the owners of not less than two-thirds (2/3) of the lots in High Oaks Place Plat II, upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.
Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of a provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Association acquiring the rights and benefits of Developer shall be deemed as violation of this Declaration and may be enjoined as herein provided. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.
IN WITNESS WHEREOF, the undersigned parties have hereunto set their
hands to this instrument as of the ___ day of December,
1907.

WITNESSES:

[Signatures]

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

By: [Signature]___
David A. Marker, Treasurer

By: [Signature]___
John W. Martin, Executive Vice Pres.

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of
December, 1907, by David A. Marker, Treasurer,

___ and John W. Martin, Executive Vice President
of Louisville Title Agency for N. W. Ohio, Inc., Trustee, an Ohio corporation
on behalf of the corporation.

[Signature]___
Notary Public

WITNESSES:

HIGH OAKS DEVELOPMENT CORP.

[Signature]___
By: [Signature]___
Ronald W. Rose, President

[Signature]___
Cliff Patchen

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of
November, 1907, by Ronald W. Rose,

President of High Oaks Development Corp., an Ohio corporation,
on behalf of the corporation.

[Signature]___
Notary Public
CODE OF REGULATIONS
OF
THE HIGH OAKS PLACE PLAT II PROPERTY OWNERS' ASSOCIATION
AN OHIO NONPROFIT CORPORATION

ARTICLE I
AUTHORITY AND ORGANIZATION

1.1 The name of the corporation is THE HIGH OAKS PLACE PLAT II PROPERTY OWNERS' ASSOCIATION, hereinafter known as the "ASSOCIATION".

1.2 The purpose for which the Association is formed are as follows:

(a) To manage and maintain all that portion of High Oaks Place Plat II, hereinafter called the "Subdivision", in the Township of Sylvania, Lucas County, Ohio, designated as rights of way area on the recorded plat(s) including the portions thereof designated to be recreational and open space purposes together with such abutting land as the Association may determine and contract therefor.

(b) To establish and enforce for the benefit of the owners of the residential lots in the Subdivision's provisions, restrictions, covenants and regulations with respect to the use and occupancy of residential lots and rights of way in the Subdivision.

(c) To maintain landscaping within the Subdivision, and to establish an orderly and efficient system for the collection and disbursement of funds for the cost and expense incurred in carrying out the purposes of the association.
(d) To perform any and all acts incidental to carry out the foregoing purposes as may be permitted by the provisions of Section 1702.12 of the Ohio Revised Code.

(e) All of the above purposes shall be without pecuniary profit to any Trustee or member of the Association.

(f) To be in conjunction with and supplement the Declaration of Restrictions of High Oaks Place Plat II for benefit of all owners of lots in the Subdivision.

1.3 The members of the Association shall consist of all of the owners of all of the residential lots as shown on the recorded plat of High Oaks Place Plat II.

1.4 All persons who hereafter acquire title to a residential lot in the Subdivision shall automatically become a member of the Association entitled to all of the rights and privileges of such membership and subject to all the duties and obligations thereof.

(a) As long as High Oaks Development Corp., an Ohio corporation, hereinafter called "Developer" or its successors owns any lot in the Subdivision, Developer or its successor shall be entitled to five (5) member votes in the Association for each lot owned by it.

(b) Persons acquiring title to lots from the Developer shall thereafter be entitled to one (1) member vote in the Association for each lot owned. 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, provided however, not more than one (1) vote shall be cast with the respect to any lot. When a vote is cast by 1 or 2 or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote.

1.5 In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property 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.
ARTICLE II

MEETINGS OF MEMBERS

2.1 The annual meeting of the members of this Association shall be held on the first Monday of May unless otherwise provided by resolution of the Board of Trustees.

2.2 At the annual meeting, the members of the Association shall vote to elect and fill any vacancies or new positions in the Board of Trustees. The membership of the Association shall choose among those nominated by the nominating committee, as established in paragraph 7.6. Any member, other than those nominated by the nominating committee, may be added to the slate of members being proposed by the nominating committee by mailing to the President of the Association not less than fifteen (15) days before said meeting, a petition setting forth the nomination of that member and signed by no less than ten (10) members. In the event that a quorum cannot be attained at a meeting to elect Trustees, the members present may empower the Trustees to hold a ballot election by mailing the proposed slate of Trustees to all the members. The results of such an election will be mailed to all the members after confirmation by the then existing Trustees.

2.3 Special meetings of the members may be called at any time by the Chairman of the Board of Trustees, the President, or in his absence a Vice President, the Trustees by action at a meeting or a majority of the Trustees acting without a meeting, or by those members entitled to exercise at least 20% of the voting power of the Association.

2.4 Meetings of members shall be held at the principal office of the Association unless the Board of Trustees decides that a meeting shall be held at some other place within or without the State of Ohio and causes notice thereof so to state.

2.5 Unless waived, a written notice of any special meeting, stating the day, hour and place, and the purpose or purposes thereof, shall be served on or mailed to each member of record entitled to vote or entitled to notice, not more than thirty (30) days nor less than ten (10) days, excluding Sundays and legal holidays.
before such meeting. If mailed, it shall be directed to a member at his address as the same appears on the records of the Association.

2.6 Any member, either before or after any meeting, may waive any notice required to be given by law or under these regulations, and whenever all of the members entitled to vote shall meet in person or by proxy and consent to hold a meeting, it shall be valid for all purposes without call or notice, and at such meeting any action may be taken.

2.7 At any meeting called for any purpose, the members entitling them to exercise a majority of the voting power of the Association, present in person or represented by proxy, shall constitute a quorum. At any meeting at which a quorum is present, all questions and business which shall come before the meeting shall be determined by the majority vote of such members as are represented in person or by proxy.

2.8 At any meeting, whether a quorum is present or not, the holders of a majority of the votes represented by members present in person or proxy may adjourn from time to time and from place to place without notice other than by announcement at the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might be transacted at the meeting as originally notified or held.

2.9 Any member of record including members who are natural persons as well as members who are corporations, partnerships, fiduciaries or other entities, who is entitled to attend a members' meeting or to vote thereat, or to assent or give consents in writing, shall be entitled to be present at such meeting or to vote thereat or to assent or give consents in writing as the case may be, or to exercise any other of his rights by proxy or proxies appointed by a writing signed by such member which need not be sealed, witnessed or acknowledged.

2.10 At any meeting of members, each member of the Association shall, except as otherwise provided by law, the Declaration of Restrictions of the High Oaks Place Plat II, the Articles of Incorporation, or these Regulations, be entitled to one vote in person or proxy for each residential lot in the
Any action which may be taken at any meeting of members may be authorized or taken without a meeting with the affirmative vote or approval in writing signed by those members entitled to exercise at least two-thirds (2/3) of the voting power of the Association.
ARTICLE III

TRUSTEES

3.1 The Board of Trustees shall constitute the governing body of the Association and except as otherwise required by statute, the Articles of Incorporation or the Code of Regulations all of the authority or the Association in its affairs shall be managed by the Board of Trustees.

3.2 Until changed and in accordance with the provisions of this Article, the number of Trustees shall be not less than three (3) nor more than nine (9) with the exact number to be determined from time to time by the Board of Trustees, subject to Item 3.3 herein.

3.3 The number of trustees may be fixed or changed by resolution at any annual meeting of members or at any special meeting of members called for that purpose, adopted by the vote of members present in person or by proxy entitling them to exercise a majority of the voting power at such meeting but no reduction in the number of Trustees shall have the effect of removing any Trustee prior to the expiration of his term of office.

3.4 The members of the Board of Trustees shall be elected at the annual meeting of members as set forth in paragraph 2.2 but when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose.

3.5 The normal term of a Trustee shall be for three (3) years commencing in July of a given year. In order to provide continuity in the membership of the Board of Trustees, the policy shall be to elect trustees in successive and staggered years with initial terms and vacancies to be filled for unexpired terms in order to accomplish this purpose. Trustees whose terms have expired but whose successors have not been elected and qualified shall continue to hold office beyond the expiration date of their term until their successors are elected and qualified.

3.6 In the event of the death, removal, or resignation of a Trustee, the remaining Trustees by the vote of a
majority of their number may fill the vacancy created in the Board for the unexpired term.

3.7 In the event the members increase the number of Trustees but fail at the meeting at which such increase is authorized or at an adjournment thereof to elect the additional Trustees provided for, or if the members fail at any time to elect the whole authorized number of Trustees, a vacancy shall exist and the unexpired term for which such vacancy exists may be filled by the vote of a majority of the remaining Trustees.  

3.8 Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken either by telephonic communication, sufficient at law, by the majority affirmative vote with written confirmations signed by all the trustees who would be entitled to notice of a meeting for such purpose or without a meeting with the affirmative vote or approval of, and in writing or writings, signed by all the Trustees who would be entitled to notice of a meeting for such purpose.

3.9 For the government of its action, the Board of Trustees may adopt By-laws consistent with the Articles of Incorporation and these Regulations.

3.10 Trustees as such shall not receive any salary for their services but by resolution of the Board a fixed sum and expense of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving compensation therefor.

3.11 Without limitation upon the generality of the powers conferred on the Board of Trustees, the Trustees acting as the Board shall have the power to fix, define and limit the powers and duties of all officers of the Association, to appoint and at their discretion with or without cause to remove or suspend such officers, and to fix and determine all salaries or compensation of all officers.

3.12 The Board of Trustees during any period between meetings of the members of the Association shall have the
power to levy special assessments on the membership as set forth in paragraph 9.1, up to $150 per lot for emergency matters. Special assessments over $150 per lot shall require a special meeting of the members of the Association and approval of the majority of those present as set forth in paragraph 2.7.
ARTICLE IV
MEETINGS OF TRUSTEES

4.1 The Board of Trustees shall hold quarterly meetings, at such times as may be fixed by the Chairman of the Board of Trustees. Special meetings of the Board of Trustees may be called by the Chairman of the Board, the President, or any two (2) Trustees.

4.2 Written notice of the time and place of each meeting of the Trustees shall be given to each Trustee at least five (5) days before the day in which the meeting is to be held. Notice of any meeting of the Board need not be given to any Trustee if waived by him in writing, whether before or after such meeting be held, or if he is present at such meeting and any meeting of the Board shall be a legal meeting without any notice thereof having been given if all of the Trustees shall be present thereat.

4.3 The secretary shall issue notices of the meeting whether or not he is a party to the call. In the event of the absence or inability of the secretary to issue the notice, such notice shall be issued by the Chairman of the Board, the President, or any Vice President. The policy shall be to furnish an agenda for all meetings, in advance, whenever possible but failure to state the purpose of the meeting shall not invalidate the notice.

4.4 Meetings of the Board shall be held at the principal office of the corporation or at such other place within or without the State of Ohio as the Board of Trustees may determine from time to time and as shall be designated in the notice of the meeting.

4.5 A majority of the Board of Trustees shall constitute a quorum for a meeting of the Trustees but whenever less than a quorum is present at the time and place appointed for any meeting of the Board of Trustees, a majority of those present may adjourn from time to time without notice other than by announcing at the meeting until a quorum shall be present.

4.6 A majority of the Trustees present at a meeting at which a quorum is present is the act of the Board.
unless the act of a greater number is required by the Articles or Regulations, provided however, a majority of the Board of Trustees shall be required to fill a vacancy for an unexpired term in the Board of Trustees.

4.7 There shall be an executive committee of the Board of Trustees consisting of three (3) Trustees, the Chairman, the President and another Trustee appointed by a majority of the Board of Trustees. The executive committee shall exercise all of the powers of the Board of Trustees in the intervals between meetings of the Board of Trustees except the power to remove a member of the Board of Trustees or any officer from office and shall report its interim actions at the next regular meeting of the Board of Trustees.

4.8 The executive committee shall serve at the pleasure of the Board of Trustees and may act by a majority of its members at a meeting or by a writing signed by all of its members.

4.9 Meetings of the executive committee shall be set by the Chairman thereof as selected by a majority of the members thereof and may be called at the request of any member thereof with two (2) days notice to the other members. Meetings may be held by means of telephone or similar communication equipment if all members participating can hear and speak to each other and participation in a meeting in such manner shall constitute presence at such meeting.

4.10 The Chairman of the Board of Trustees, who shall be the Chairman of the executive committee, shall appoint a secretary to that committee who shall be responsible for giving notice, recording actions, and for providing all written communication among the members of the executive committee and between the executive committee and the Board of Trustees.
ARTICLE V

OFFICERS

5.1 The officers of the Association shall be the Chairman of the Board, the President, one (1) or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board of Trustees may from time to time select.

5.2 Such officers shall be elected by a majority vote of the Board of Trustees. The Chairman and President shall be members of the Board of Trustees but no other officers need be a member of the Board of Trustees or a member of the Association. Any two (2) or more of such offices may be held by the same person.

5.3 Officers of the Association shall hold office during the pleasure of the Board of Trustees and unless sooner removed by the Board of Trustees, until the organization meeting of the Board of Trustees following the date of their election and until their successors are elected and qualified.

5.4 The Board of Trustees may remove any officer at any time with or without cause with a majority vote. A vacancy in any office, however created, shall be filled by the Board of Trustees.

5.5 The Chairman of the Board shall preside at all meetings of the Board of Trustees and shall perform duties usually attached to that office and those duties assigned to him by the Board of Trustees. The Chairman shall be a Trustee and shall be entitled to vote on all matters as in the case of any other Trustee.

5.6 The President shall generally perform all of the duties as shall from time to time be required of him by the Trustees. The President shall preside at meetings of the Board of Trustees in the absence of the Chairman of the Board.

5.7 The Vice President shall be vested with all of the powers and duties of the President in the President’s absence unless, however, such powers and duties are imposed on some other officer of the Association by the Board of Trustees and the Trustees may from time to
time impose and confer such powers and duties on the Vice President as they shall deem proper.

5.8 The Treasurer shall have custody of all monies and securities of the Association and shall disburse or otherwise deal with the same as shall be ordered by the Board of Trustees. He shall keep an accurate account of all monies received and disbursed by him and shall generally perform such duties as may be required of him by the Board of Trustees. The Board of Trustees shall require the Treasurer to be bonded and such bonding to be paid for by the Association.

5.9 The Secretary shall be responsible for maintaining a record of all meetings of members and of the Board of Trustees and shall give due notice of all such meetings. He shall communicate actions of the Board of Trustees to all property persons as authorized by the Chairman or by the Board of Trustees and generally shall perform such other and further duties as shall be from time to time required of him by the members of the Association or by the Trustees.
ARTICLE VI

TRUSTEES AND OFFICERS

6.1 Any Trustee or officer may deal or contract with the Association as a vendor, purchaser, employee, agent, or otherwise, provided there has been full disclosure of his status to the Trustees as a vendor, purchaser, employee, agent or otherwise.

6.2 No transaction can be voidable or invalidated by reason of any relationship of any Trustee or officer with any other party to the transaction, provided the existence of such relationship shall be disclosed or known by the Trustees present at any meeting at which action on such transactions shall be taken.

6.3 No Trustee or officer shall be accountable to the Association for any gains or profits realized by reason of such transaction, by reason of the fact that he or any person or entity directly or indirectly related to him is interested in such transaction.

6.4 A Trustee may be counted in determining a quorum at any meeting of the Board of Trustees which shall take action with respect to any such transaction and may vote on any such transaction with like force and effect as if he were not interested in such transaction.

6.5 The Association shall indemnify and hold harmless to the extent permissible under Sections 1702.12(E)(1) and (E)(2) of the Revised Code of Ohio each Trustee and officer of the Association against all cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he is made a party by reason of his status as such or having a similar status with any other entity at the request of the Association, whether or not he is acting in such capacity at the time of incurring such cost and expense.

6.6 The Association shall purchase and maintain insurance in such amounts as the Board of Trustees from time to time determine to insure each person acting in such capacity against any liability asserted against him arising out of his status as such, whether or not the Association would have the power to indemnify him.
against such liability under Section 1702.12(E) and (E)(2) of the Revised Code of Ohio.
7.1 Pursuant to the Declaration of Restrictions of High Oaks Place Plat II, members of the architectural control committee shall be appointed by the Board of Trustees after the 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 or prior thereto in the event the Developer relinquishes its power to appoint the members of the architectural control committee by written instrument delivered to the Board of Trustees.

7.2 Members of the architectural control committee shall consist of three (3) persons appointed by a majority of the Board of Trustees. At least one (1) member of each such committee shall be a Trustee and shall act as a delegate of the Board of Trustees but need not act as Chairman of such committee.

7.3 The architectural control committee shall serve at the pleasure of the Trustees and may act by a majority of its members at a meeting or by a writing signed by all of its members.

7.4 The Board of Trustees shall annually establish a budget committee, grounds committee, and such other committees as deemed necessary or desirable by the Board of Trustees from time to time as required to oversee and carry out permanent or temporary functions of the Board which shall exist for the duration of the purpose for which they are formed.

7.5 All members of such committees shall be appointed by the chairman of the Board of Trustees in consultation with the Board of Trustees and shall serve at the pleasure of the Trustees acting by a majority of its members at a meeting or by writing signed by all of its members.

7.6 The members of the Board of Trustees shall appoint a nominating committee consisting of all members of the Board of Trustees and two (2) other members of the Association to be appointed by said Board. The nominating committee shall be responsible to offer to the
membership of the Association a slate of Trustees to fill any vacancies on the Board of Trustees. Such notification to the membership of a proposed slate shall precede the annual meeting by thirty (30) days.
ARTICLE VIII
COMMON AREAS AND FACILITIES

8.1 The Board of Trustees may adopt reasonable rules and regulations from time to time for use by the members of the Association as to the rights of way areas.

8.2 The Association, by the vote of those members entitled to exercise a majority of the voting power of the Association, may adopt reasonable rules and regulations from time to time for the maintenance, conservation and beautification of the entire Subdivision and for the health, comfort, safety and general welfare of the members of the Association.

8.3 In the event of any conflict between rules and regulations adopted by the Board of Trustees or by the members with the provision of this Code of Regulations, the Code of Regulations shall govern.

8.4 The Association may hereafter grant easements for utility and roadway purposes for the benefit of the members of the Association as owners of residential lots in the Subdivision over, under, along, and abutting any portion of the right of way areas as the Board of Trustees shall from time to time deem to be necessary, desirable, or expedient and in the best interest of the members of the Association.

8.5 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 residential lots in the Subdivision including without limitation upon the generality of the foregoing the following:

(a) Utilities and waste removal for the right of way areas.

(b) Fire casualty and liability insurance to protect the Trustees, Association and members against loss or liability incident to the ownership and use of the right of way areas.

(c) Landscaping, gardening, and repair and replacement of the right of way areas as necessary.
(d) Employment of personnel for the benefit of all of the members of the residential lots in the Subdivision.

(e) Employment of services and personnel required for the maintenance or operation of the right of way areas including legal and accounting services and to enforce, if necessary, the terms and conditions of the Declaration of Restrictions of the Subdivision, the Articles of Incorporation and Code of Regulations of the Association, and any violations or infractions thereof.

8.6 The Association shall exercise its discretion and judgement with respect to the expenditure of funds for each of its authorized activities and its determination made in good faith with respect thereto shall be binding on all parties in interest.

8.7 Each member of the Association agrees to maintain, repair and replace, at his expense, all portions of the right of way areas which may be damaged or destroyed by reason of any act or neglect of any invitee, licensee or guest of such member, provided, however, the Association in procuring casualty and fire insurance on the right of way areas shall provide therein to extent possible for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any such member or his invitee, licensee or guest for recovery against them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

8.8 Annual assessments shall be levied by the Association to provide funds to carry out the duties and obligations of the Association for all owners of residential lots in the Subdivision generally as herein set forth and shall be levied in equal amounts against each residential lot in the Subdivision.

8.9 Any repair or maintenance costs for damages to mailboxes, lightposts and similar private fixtures erected on the right of way areas will not be the responsibility of the Association unless those employed by the Association were at fault.
ARTICLE IX

ASSESSMENTS

9.1 For the calendar year 1987 and thereafter each residential lot in the Subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in the amounts as determined by the members of the Association and as limited by paragraph 9.10 prior to the end of the preceding calendar year or such special assessments up to the limits as approved by the Board of Trustees under their special assessment powers as set forth in paragraph 3.12.

9.2 The annual assessment shall be payable either in equal monthly installments on or before the first day of each month during the calendar year for which the assessment is levied or the annual assessment may be prepaid on an annual basis within thirty (30) days of the date of the notice of the assessment, with a discount for said prepayment to be set annually by the Trustees for those members who prepay the entire amount.

9.3 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.

9.35 Members who choose to pay in equal monthly installments shall be subject to a finance charge of the maximum allowable rate for the balance on any installment which is thirty (30) days overdue.

9.4 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.

9.5 Said 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.

9.6 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.

9.7 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.

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

9.9 All lots owned by the Developer, or by any other member of the Association which is not landscaped, shall be subject only to 50% of the annual assessment as determined by the members of the Association under paragraph 9.1. At no time shall said companies or individuals be assessed more than $75 per month per lot. Any increases over and above the above-stated upper limit, with the exception of reasonable adjustments due to the impact of inflation, must be agreed upon by the Association and two-thirds (2/3) of the individual lot owners.

9.10 Special assessments against a particular lot or group of lots in the Subdivision for matters affecting such lots only, may be levied only by written agreement between the Association and the owners of such lots so affected.
ARTICLE X

GENERAL

10.1 Amendment of the Code of Regulations shall require the consent of those members entitled to exercise a majority of the voting power of the Association.

10.2 Amendment of the Articles of Incorporation shall require the consent of those members entitled to exercise at least two-thirds (2/3) of the voting power of the Association.

10.3 The corporation may be dissolved with the consent of those members entitled to exercise at least two-thirds (2/3) of the voting power of the Association.

10.4 The masculine gender as used herein shall include all genders, and see other legal entities.