HIGHPOINT COMMONS PHASE A

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

FOR

HIGHPOINT COMMONS, PHASE A

IN

VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by HIGHPOINT COMMONS, an Ohio General Partnership, hereinafter called "Developer" and BLUE RIDGE HOMES, INC., an Ohio Corporation, and OPAL I. WILDER, owners of two lots in said Phase A and hereinafter called "Owner" on the day and year hereinafter set forth.

WITNESS THAT:

WHEREAS, Developer is an Ohio General Partnership consisting of Gregory R. Kehoe and J. Robert Normand, as its general partners, and Blue Ridge Homes, Inc. and Opal I. Wilder are the owners of all lots as shown on the recorded plat of Highpoint Commons, Phase A, a Subdivision platted on part of the West one-half (1/2) of the Northwest one-fourth (1/4) of Section Thirty-five (35), Town seven (7) North, Range nine (9) East, in the Village of Whitehouse, Lucas County, Ohio recorded in Microfiche No. 77-1368C08, Lucas County, Ohio record of Plats, and

WHEREAS, Association is a nonprofit association formed by Developer whose members shall be all of the owners of all of the lots in such Highpoint Commons, Phase A subdivision, and

NOW THEREFORE, Developer and Owner in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth do for themselves, their successors, heirs and assigns, hereby declare, covenant and stipulate that all property as shown on the recorded plat of Highpoint Commons, Phase A, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, shall hereafter be conveyed by them, their successors, heirs and assigns, subject to the following restrictions, covenants and conditions which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

RESTRICTIONS

1.1 All transfers and conveyances of each and every

residential lot in the subdivision shall be made subject to these covenants and restrictions.

1.2 These covenants and restrictions shall run with the land and shall be binding upon Developer, Owner, Association and all persons claiming under or through them until January 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years.

1.3 These covenants and restrictions may be amended prior to January 1, 2000 or may be amended or terminated after January 1, 2000 by the then owners of at least two-thirds (2/3) of the lots in said subdivision, Phase A.

1.4 Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.5 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

1.6 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, The Highpoint Commons, Phase A Homeowner's Association, the architectural control committee, or the owner of any residential lot in Highpoint Commons, Phase A shall have the right to maintain an action at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

1.7 The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

1.8 In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

1.9 Invalidation of any of the restrictions and covenants, in whole or in part herein, by judgment or court order or by act of the owners as herein provided shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

ARTICLE II

RESIDENTIAL LOTS

2.1 The entire Phase A subdivision and the structures to be erected thereon shall be used only for single family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages and storage space including noncommercial recreational facilities.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No structure or other improvement including but not limited to home, garages, basements, swimming pools, tennis courts, fences, walls, driveways, hedges or other enclosures shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been approved in writing by the architectural control committee.

3.2 Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, and other details of the improvements of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by Developer or by its successors or assigns, evidencing the fact that such assignment or relinquishment is filed for record with the Lucas County, Ohio Recorder.

3.3 Such detailed plans and specifications shall show the size, location, type, architectural design, quality, use, material construction and grading plan for the lot as designated by Developer and must be prepared by a competent architect or draftsman.

3.4 Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

3.5 All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways then the building lines of the residential lots as shown on the recorded plat.

3.6 The maximum height of all new residential dwellings erected within the subdivision shall be two and one-half (2-1/2) stories of thirty-five (35) feet.

3.7 No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or

words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

ARTICLE IV

USE AND ACTIVITIES

4.1 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

4.2 No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Architectural Control Committee.

4.3 No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material except that during the period while the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

4.4 All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the Architectural Control Committee.

4.5 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing devise shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Architectural Control Committee.

4.6 Any truck, boat, bus, tent, mobile home, trailer or other similar housing devise, if stored on any lot, shall be suitably housed within a garage building.

4.7 Dogs, cats or other household pets suitably maintained and housed within the residential dwelling may be kept subject to rules and regulations adopted by the Highpoint Commons, Phase A Homeowner's Association, provided however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Highpoint Commons, Phase A Homeowner's Association.

4.8 All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

4.9 No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

ARTICLE V

THE HIGHPOINT COMMONS, PHASE A HOMEOWNER'S ASSOCIATION

5.1 All owners of residential lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of The Highpoint Commons, Phase A Homeowner's Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

5.2 The Association shall enforce all provisions of the recorded plat, these restrictions and regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

IN WITNESS WHEREOF, Highpoint Commons, an Ohio General Partnership consisting of Gregory R. Kehoe and J. Robert Normand as sole partners, Blue Ridge Homes, Inc., an Ohio Corporation, and Opal I. Wilder, have executed this agreement this _____ day of _____, 1979.

Witnesses:

Mary K. Normand

Esther J. Kehoe

HIGHPOINT COMMONS, an Ohio General Partnership

By _____
Gregory J. Kehoe

By _____
J. Robert Normand

Witnesses:

Timothy P. Gilrow

Donald Homan

BLUE RIDGE HOMES, INC., an Ohio Corporation

By _____

Witnesses:

Betsi E. Osborne

Gregory R. Kehoe

_____
Opal I. Wilder

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county and state, personally appeared Gregory J. Kehoe and J. Robert Normand, sole partners of Highpoint Commons, an Ohio General Partnership, who acknowledged that they did sign said instrument on behalf of said partnership as such partners and that the signing thereof is their free act and deed, individually and the free act and deed of said partnership for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 11th day of June, 1979.

Notary Public

CINDY WILLIAMSON
Notary Public — State of Ohio
My Commission Expires 1/20/83

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county and state, personally appeared Ernest Panning, President of Blue Ridge Homes, Inc., an Ohio Corporation, who acknowledged that being duly authorized in that behalf, did sign said instrument on behalf of said corporation and that the signing thereof is his free act and deed individually and as such officer, and the free act and deed of said corporation for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 11th day of June, 1979.

Notary Public

CINDY WILLIAMSON
Notary Public — State of Ohio
My Commission Expires 1/20/83

CONSENT BY MORTGAGEE TO ADOPTION OF RESTRICTIONS

WHEREAS, Home Federal Savings and Loan Association is the mortgagee of Lots 1 - 8 as shown on the recorded plat of Highpoint Commons, Phase A, a Subdivision in the Village of Whitehouse, Lucas County, Ohio by virtue of mortgage from the owner thereof, dated November 29, 1977, recorded in Microfiche No. 771406A05, Lucas County, Ohio records.

NOW THEREFORE, Home Federal Savings and Loan Association, mortgagee, in consideration of the enhancement in the value of the aforesaid land in such subdivision by reason of the adoption of said restrictions, does for itself, its successors and assigns hereby consents to the adoption of the aforesaid Declaration of Restrictions in its entirety to run with the land as to each residential lot in the subdivision.

IN WITNESS WHEREOF, said Home Federal Savings and Loan Association has caused its name to be subscribed hereto by its duly authorized officers this 25th day of June, 1979.

Witnesses:

Carol Kovebrack

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

By Earl M. Martin
Earl M. Martin, President

By Evelyn H. Stoffregen
Evelyn H. Stoffregen, Secretary

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county and state, personally appeared, Earl M. Martin, President and Evelyn H. Stoffregen, Secretary of Home Federal Savings and Loan Association, and executed the foregoing Consent by Mortgagee to Adoption of Restrictions, who acknowledged that being authorized in that behalf they did sign said instrument for Home Federal Savings and Loan Association and that the signing thereof is their free act and deed individually and as such officers and the free act and deed of Home Federal Savings and Loan Association for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25 day of June, 1979.

RICHARD E. DAMM
Notary Public, State of Ohio
My Commission Expires March 1, 1982

Richard E. Damm
Notary Public

CONSENT BY MORTGAGEE TO ADOPTION OF RESTRICTIONS

WHEREAS, Home Savings and Loan Association is the Mortgagee of Lots #2 ~~- Home Saving & Loan Association~~ as shown on the recorded Plat of Highpoint Commons, Phase A, a Subdivision in the Village of Whitehouse, Lucas County, Ohio by virtue of mortgage from the owner thereof, dated _____, 19____, recorded in

NOW THEREFORE, Home Savings and Loan Association , Mortgagee in consideration of the enhancement in the value of the aforesaid land in such subdivision by reason of the adoption of said restrictions, does for itself, its successors and assigns, hereby consents to the adoption of the aforesaid Declaration of Restrictions in its entirety to run with the land as to each residential lot in the subdivision.

IN WITNESS WHEREOF, said Home Savings and Loan Association has caused its name to be subscribed hereto by its duly authorized officers this 21st day of June, 1979.

Witnesses:

HOME SAVINGS AND LOAN ASSOCIATION

By _____
Lewis R. Johnston, Vice-President

By _____

STATE OF OHIO)
) SS:
COUNTY OF HENRY)

Before me, a Notary Public in and for said county and state, personally appeared Lewis R. Johnston, Vice President of Home Savings and Loan Association , and executed the foregoing Consent by Mortgagee to Adoption of Restrictions, who acknowledged that being authorized in that behalf they did sign said instrument for Home Savings and Loan Association and that the signing thereof is his free act and deed individually and as such officer and the free act and deed of Home Savings and Loan Association for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of June, 1979.

Notary Public, Henry County, Ohio
My Commission Expires

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared the above named Opal I. Wilder, who acknowledged that she did sign the foregoing instrument and that the same is her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lucas County, Ohio, this 13th day of June, 1979.

Notary Public, Lucas County, Ohio

CINDY WILLIAMSON
Notary Public — State of Ohio
My Commission Expires 1/20/83

Received for record June 28, 1979 at 11:15 A.M. in

Mortgage Record 79-704A01, Lucas County, Ohio Records.

HIGHPOINT COMMONS PHASE A

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15559

DECLARATION OF RESTRICTIONS

FOR

HIGHPOINT COMMONS, PHASE A

IN

VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by HIGHPOINT COMMONS, an Ohio General Partnership, hereinafter called "Developer" and BLUE RIDGE HOMES, INC., an Ohio Corporation, and OPAL I. WILDER, owners of two lots in said Phase A and hereinafter called "Owner" on the day and year hereinafter set forth.

WITNESS THAT:

WHEREAS, Developer is an Ohio General Partnership consisting of Gregory R. Kehoe and J. Robert Normand, as its general partners, and Blue Ridge Homes, Inc. and Opal I. Wilder are the owners of all lots as shown on the recorded plat of Highpoint Commons, Phase A, a Subdivision platted on part of the West one-half (1/2) of the Northwest one-fourth (1/4) of Section Thirty-five (35), Town seven (7) North, Range nine (9) East, in the Village of Whitehouse, Lucas County, Ohio recorded in Microfiche No. 77-1368C08, Lucas County, Ohio record of Plats, and

WHEREAS, Association is a nonprofit association formed by Developer whose members shall be all of the owners of all of the lots in such Highpoint Commons, Phase A subdivision, and

NOW THEREFORE, Developer and Owner in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth do for themselves, their successors, heirs and assigns, hereby declare, covenant and stipulate that all property as shown on the recorded plat of Highpoint Commons, Phase A, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, shall hereafter be conveyed by them, their successors, heirs and assigns, subject to the following restrictions, covenants and conditions which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

RESTRICTIONS

1.1 All transfers and conveyances of each and every

DeMUTH & JOHN
ATTORNEYS AT LAW
[illegible] FEDERAL BLDG.
TOLEDO, OHIO 43604

residential lot in the subdivision shall be made subject to these covenants and restrictions.

1.2 These covenants and restrictions shall run with the land and shall be binding upon Developer, Owner, Association and all persons claiming under or through them until January 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years.

1.3 These covenants and restrictions may be amended prior to January 1, 2000 or may be amended or terminated after January 1, 2000 by the then owners of at least two-thirds (2/3) of the lots in said subdivision, Phase A.

1.4 Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.5 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

1.6 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, The Highpoint Commons, Phase A Homeowner's Association, the architectural control committee, or the owner of any residential lot in Highpoint Commons, Phase A shall have the right to maintain an action at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

1.7 The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

1.8 In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

1.9 Invalidation of any of the restrictions and covenants, in whole or in part herein, by judgment or court order or by act of the owners as herein provided shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

DEMUTH & JOHN
ATTORNEYS AT LAW
408 HOME FEDERAL BLDG
TOLEDO, OHIO 43604

ARTICLE II

RESIDENTIAL LOTS

2.1 The entire Phase A subdivision and the structures to be erected thereon shall be used only for single family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages and storage space including noncommercial recreational facilities.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No structure or other improvement including but not limited to home, garages, basements, swimming pools, tennis courts, fences, walls, driveways, hedges or other enclosures shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been approved in writing by the architectural control committee.

3.2 Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, and other details of the improvements of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by Developer or by its successors or assigns, evidencing the fact that such assignment or relinquishment is filed for record with the Lucas County, Ohio Recorder.

3.3 Such detailed plans and specifications shall show the size, location, type, architectural design, quality, use, material construction and grading plan for the lot as designated by Developer and must be prepared by a competent architect or draftsman.

3.4 Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

3.5 All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways then the building lines of the residential lots as shown on the recorded plat.

3.6 The maximum height of all new residential dwellings erected within the subdivision shall be two and one-half (2-1/2) stories of thirty-five (35) feet.

3.7 No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or

DEMUTH & JOHN
ATTORNEYS AT LAW
600 HOME FEDERAL BLDG
TOLEDO, OHIO 43604

words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

ARTICLE IV

USE AND ACTIVITIES

4.1 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

4.2 No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Architectural Control Committee.

4.3 No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material except that during the period while the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

4.4 All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the Architectural Control Committee.

4.5 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing devise shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Architectural Control Committee.

4.6 Any truck, boat, bus, tent, mobile home, trailer or other similar housing devise, if stored on any lot, shall be suitably housed within a garage building.

4.7 Dogs, cats or other household pets suitably maintained and housed within the residential dwelling may be kept subject to rules and regulations adopted by the Highpoint Commons, Phase A Homeowner's Association, provided however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Highpoint Commons, Phase A Homeowner's Association.

DeMUTH & JOHN
ATTORNEYS AT LAW
[illegible] HOME FEDERAL [illegible]
TOLEDO, OHIO 43604

4.8 All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

4.9 No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

ARTICLE V

THE HIGHPOINT COMMONS, PHASE A HOMEOWNER'S ASSOCIATION

5.1 All owners of residential lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of The Highpoint Commons, Phase A Homeowner's Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

5.2 The Association shall enforce all provisions of the recorded plat, these restrictions and regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

IN WITNESS WHEREOF, Highpoint Commons, an Ohio General Partnership consisting of Gregory R. Kehoe and J. Robert Normand as sole partners, Blue Ridge Homes, Inc., an Ohio Corporation, and Opal I. Wilder, have executed this agreement this _____ day of _____, 1979.

Witnesses:

Mary R. Normand

Esther J. Kehoe

HIGHPOINT COMMONS, an Ohio General Partnership

By Gregory R Kehoe
Gregory J. Kehoe

By
J. Robert Normand

Witnesses:

Timothy P Gibson

Donald Homan

BLUE RIDGE HOMES, INC., an Ohio Corporation

By

Witnesses:

Betsi E Osborne

Gregory R Kehoe

Opal I. Wilder
Opal I. Wilder

DEMUTH & JOHN
ATTORNEYS AT LAW
400 HOME FEDERAL BLDG.
TOLEDO, OHIO 43604

79 704A05

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county and state, personally appeared Gregory J. Kehoe and J. Robert Normand, sole partners of Highpoint Commons, an Ohio General Partnership, who acknowledged that they did sign said instrument on behalf of said partnership as such partners and that the signing thereof is their free act and deed, individually and the free act and deed of said partnership for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 14th day of June, 1979.

Notary Public

CINDY WILLIAMSON
Notary Public — State of Ohio
My Commission Expires 1/20/83

NOTARIAL SEAL STATE OF OHIO

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county and state, personally appeared Ernest Panning, President of Blue Ridge Homes, Inc., an Ohio Corporation, who acknowledged that being duly authorized in that behalf, did sign said instrument on behalf of said corporation and that the signing thereof is his free act and deed individually and as such officer, and the free act and deed of said corporation for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 14th day of June, 1979.

Notary Public

CINDY WILLIAMSON
Notary Public — State of Ohio
My Commission Expires 1/20/83

NOTARIAL SEAL STATE OF OHIO

DeMUTH & JOHN
ATTORNEYS AT LAW
400 HOME FEDERAL BLDG
TOLEDO, OHIO 43604

79 704A06

STATE OF OHIO)
) SS.
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared the above named Opal I. Wilder, who acknowledged that she did sign the foregoing instrument and that the same is her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lucas County, Ohio, this 13th day of June, 1979.

Notary Public, Lucas County, Ohio.

CINDY WILLIAMSON
Notary Public — State of Ohio
My Commission Expires 1/22/83

NOTARIAL SEAL STATE OF OHIO

DeMUTH & JOHN
ATTORNEYS AT LAW
600 HOME FEDERAL BLDG.
TOLEDO, OHIO 43604

79 704A07

CONSENT BY MORTGAGEE TO ADOPTION OF RESTRICTIONS

WHEREAS, Home Federal Savings and Loan Association is the mortgagee of Lots 1 - 8 as shown on the recorded plat of Highpoint Commons, Phase A, a Subdivision in the Village of Whitehouse, Lucas County, Ohio by virtue of mortgage from the owner thereof, dated November 29, 1977, recorded in Microfiche No. 771406A05, Lucas County, Ohio records.

NOW THEREFORE, Home Federal Savings and Loan Association, mortgagee, in consideration of the enhancement in the value of the aforesaid land in such subdivision by reason of the adoption of said restrictions, does for itself, its successors and assigns hereby consents to the adoption of the aforesaid Declaration of Restrictions in its entirety to run with the land as to each residential lot in the subdivision.

IN WITNESS WHEREOF, said Home Federal Savings and Loan Association has caused its name to be subscribed hereto by its duly authorized officers this 25th day of June, 1979.

Witnesses:

Carol Rosebrook

Rich Damm

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

By Earl M Martin
Earl M. Martin, President

By Evelyn H Stoffregen
Evelyn H. Stoffregen, Secretary

STATE OF OHIO)
COUNTY OF LUCAS) SS:

Before me, a Notary Public in and for said county and state, personally appeared, Earl M. Martin, President and Evelyn H. Stoffregen, Secretary of Home Federal Savings and Loan Association, and executed the foregoing Consent by Mortgagee to Adoption of Restrictions, who acknowledged that being authorized in that behalf they did sign said instrument for Home Federal Savings and Loan Association and that the signing thereof is their free act and deed individually and as such officers and the free act and deed of Home Federal Savings and Loan Association for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25 day of June, 1979.

RICHARD E. DAMM
Notary Public, State of Ohio
My commission expires March 1, 1983

Richard E. Damm
Notary Public

79 704A08

DeMUTH & JOHN
ATTORNEYS AT LAW
400 HOME FEDERAL BLDG.
TOLEDO, OHIO 43604

CONSENT BY MORTGAGEE TO ADOPTION OF RESTRICTIONS

WHEREAS, Home Savings and Loan Association is the Mortgagee of Lots #2 ~~Home Savings and Loan Association~~ as shown on the recorded Plat of Highpoint Commons, Phase A, a Subdivision in the Village of Whitehouse, Lucas County, Ohio by virtue of mortgage from the owner thereof, dated _____, 19____, recorded in

NOW THEREFORE, Home Savings and Loan Association, Mortgagee in consideration of the enhancement in the value of the aforesaid land in such subdivision by reason of the adoption of said restrictions, does for itself, its successors and assigns, hereby consents to the adoption of the aforesaid Declaration of Restrictions in its entirety to run with the land as to each residential lot in the subdivision.

IN WITNESS WHEREOF, said Home Savings and Loan Association has caused its name to be subscribed hereto by its duly authorized officers this 21st day of June, 1979.

Witnesses:

Mary Jane Bostelman

Michael E Haldy

HOME SAVINGS AND LOAN ASSOCIATION

By Lewis R. Johnston

Lewis R. Johnston, Vice-President

By _____

STATE OF OHIO }
COUNTY OF HENRY } SS:

Before me, a Notary Public in and for said county and state, personally appeared Lewis R. Johnston, Vice President of Home Savings and Loan Association, and executed the foregoing Consent by Mortgagee to Adoption of Restrictions, who acknowledged that being authorized in that behalf they did sign said instrument for Home Savings and Loan Association and that the signing thereof is their free act and deed individually and as such officers and the free act and deed of Home Savings and Loan Association for the uses and purposes therein expressed.

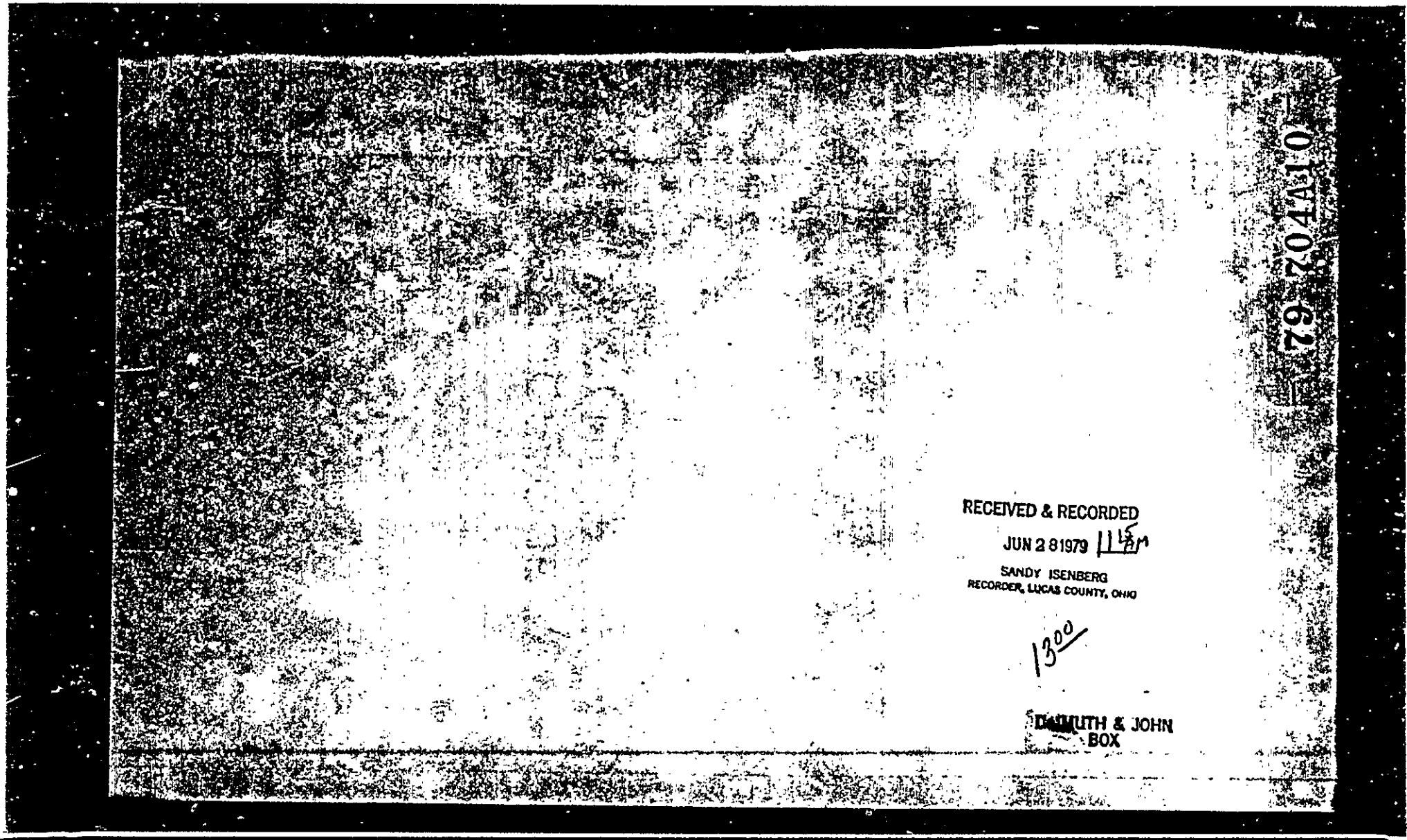
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of June, 1979.

Michael E Haldy
Notary Public

Notary Public, Henry County, Ohio
My Commission Expires [illegible]

79 704A09

DEMUTH & JOHN
ATTORNEYS AT LAW
[illegible] FEDERAL BLDG.
TOLEDO, OHIO 43604



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RECEIVED & RECORDED

JUN 28 1979 11 15 AM

SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

13.00

DALMUTH & JOHN
BOX