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ADOPTION OF PLAT AND
DECLARATION OF RESTRICTIONS FOR HOLLAND BUSINESS CENTER
PHASE II, PLAT I, A SUBDIVISION IN THE
VILLAGE OF HOLLAND, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Village of Holland, Ohio is the owner (hereinafter "Owner") in fee simple of the real property described as:

Lots numbers one (1) through five (5) both inclusive, in HOLLAND BUSINESS CENTER PHASE II, PLAT I, a subdivision in the Village of Holland, Lucas County, Ohio

(hereinafter "Holland Business Center Phase II, Plat I") and

WHEREAS, the Owner desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Holland Business Center Phase II, Plat I restrictions upon the manner of use, improvements and enjoyment of the above described real property in Holland Business Center Phase II, Plat I.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement and the value thereof, and to afford purchasers ample protection of occupancy therefor for the purposes of which the same are designated and to provide a general plan for the development of said property designed to make the same more attractive for the intended purposes, Owner hereby declares and stipulates that each lot in the said Holland Business Center Phase II, Plat I shall hereafter be conveyed by it, subject to the restrictions hereinafter set forth.

1. APPROVAL OF PLANS

No building, structure, wall, fence, hedge, sign, parking lot or other structure or improvements shall be erected or maintained on any of said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape,
type, material, color scheme, and location of such structure or improvements, including site plans and adequate information as to the amount of impervious surface and the impact upon surface drainage, which plans and specifications must previously be submitted to the Owner, or its agent, for approval and approval endorsed thereon by the Owner, which agent as referred to herein shall be appointed by the Owner by written instrument signed by the Mayor and filed for record, in writing. Likewise, alterations and/or additions to any buildings or other structures or improvements on the lots must have previous approval of the site and building plans and specifications in writing by the Owner or its agent, and shall thereafter be built and constructed in accordance with said plans and specifications.

The Owner, or its agent, shall approve plans as to set back requirements, the number and location of driveway entrances, location of outside storage and suitable screening for outside storage, and type, number and location of overhead doors.

2. **SUBDIVIDING OF LOT**

No lot shall be subdivided or split without the prior written consent of the Owner, or its agent.

3. **NOXIOUS AND OFFENSIVE USES**

There shall not be erected nor maintained upon the lots in the property any use which is deemed by the Owner, to be noxious or offensive use.

4. **LANDSCAPING**

A landscaping plan submitted by each individual lot owner shall be submitted for approval by the Owner, or its agent, in writing, prior to the start of construction. The
landscaping shall be installed and completed within six (6) months from the date of the occupancy of the building site thereon and thereafter maintained in a first class manner, including replacement of dead landscaping material, as necessary.

5. USE OF LOTS

All future owners of lots in said subdivision shall use said lots for lawful purposes only and shall comply with all applicable zoning, building and health regulations in the construction of improvements on said lots and use of said premises. Lots 1 to 5 inclusive shall not be used for the sale of alcohol requiring a liquor license by the State of Ohio without the express written approval of the owner signed by the Mayor and filed for record.

6. PUBLIC UTILITY FACILITIES

Owner reserves the exclusive right to grant easements for the construction, operation and maintenance of electric light, telephone lines and conduits, cable television, and for water, gas, sewer and pipes and conduits for such any and all other public utility facilities, as may be necessary or desirable, 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 lot or portion thereof of said premises may not or hereafter front or abut and also upon any portion of any lot in Holland Business Center Phase II, Plat I designated as a "Utility Easement". All utility services to the lots and any structures constructed or placed on the lots shall be installed underground.

7. EASEMENTS

Owner reserves a perpetual easement in, through, under and/or over those
portions of the front, rear and sides of each lot, as shown on Plat I of Holland Business Center Phase II, designated as "Utility Easement" for the construction, operation and maintenance of electric lights, telephone lines, cable television and conduits for water, gas and sewer lines, and conduits, for any other public or quasi public utility facilities and storm drainage and retention ponds, together with the necessary or proper incidents or appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Holland Business Center Phase II, Plat I, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

8. **APPURTENANT STRUCTURES**

Subject to approval of site plans and landscaping plans, no pole, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light or any other purpose shall be installed, erected, placed or suffered to remain upon said premises. No antennas, dishes, or any other appurtenant facilities for the transmission or reception of radio and/or telecommunication signals shall be permitted on any lot in Holland Business Center Phase II, Plat I without the prior written consent of the Owner, or its agent. No advertising sign, whether fixed to a window, structure, or site, billboard services or entertainment or advertising the sale of said premises or otherwise shall be erected, placed, displayed or suffered to remain upon said premises, without the approval and consent of Owner, or its agent, having been obtained and granted in writing. Any and all signs, in any event, must comply with applicable local sign ordinances. Owner, or its agent reserves the right to place signs on any unsold property.
9. **ALLEYS**

The owners of lot numbers one (1) through five (5), inclusive in Holland Business Center Phase II, Plat I, for themselves, their respective heirs, successors, executors, administrators and assigns agree to pay a prorate share along with the other owners of lot numbers one (1) through five (5), inclusive, of cost of repairs and maintenance, including snow removal, of the easement for any private alley which may abut said lots, all as shown on Plat I of Holland Business Center Phase II. The respective grantees of any of the aforesaid lots for themselves, their heirs, assigns, successors, administrators, executors, invitees and guests further agree not to park motor vehicles on or otherwise obstruct ingress and egress by foot or motor vehicles over said private alley. Provided, however, it shall not be a violation of this provision for vehicles to park on said alley for the purposes of loading and unloading so long as such parking is of a temporary nature and does not unduly interfere or obstruct the alley for prolonged periods of time.

10. **GRADES AND SLOPES**

Owner reserves the sole and exclusive right to establish grades and slopes on the premises herein described and to fix the grades at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

11. **RUBBISH AND DEBRIS**

All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within small structures or dumpsters as approved by Owner, or its agent, and suitably screened and fenced. Additional regulations for the storage, maintenance and disposal of rubbish,
debris, leaves and garbage may, from time to time be established by Owner, or its agent. No owner, tenant, employee, agent, or any other person conducting any activity on any lot in Holland Business Center Phase II, Plat I shall manufacture, store, handle or in any way deal in any toxic substance or hazardous material, as defined by applicable law, unless such activity is carried on in compliance with applicable Federal, State and local laws and environmental regulations and unless such party has been licensed, if necessary, as provided for under the applicable law. In any event, any party who conducts such activity on any lot in the Holland Business Center Phase II, Plat I and the owner of such lot shall be fully responsible for any violation of such laws and any damages incurred by any party as a result of such activity. Any remedial action or measures which may be required as a result of such activities shall be the responsibility of the owner of the lot in Holland Business Center Phase II, Plat I upon which such remedial activity is required.

12. **REMEDIES UPON VIOLATION**

Each Grantee of Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Owner, 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 provision of this 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 Owner 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 Owner shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings either at law or in equity, by Owner.

13. **SUBORDINATION TO MORTGAGES**

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

14. **FAILURE TO ENFORCE NOT A WAIVER**

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, or their duration.
15. **SEVERABILITY OF RESTRICTIONS**

The invalidity of any restrictions hereby imposed or of any provision hereof or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforceability or affect the rest of this Declaration.

16. **VIOLATION OF RULES AND REGULATIONS**

A violation of any of the rules and regulations of the owner shall be deemed a violation of this Declaration and may be enjoined as herein provided.

17. **MODIFICATION AND AMENDMENTS**

The Owner shall have the right to modify and amend the Declaration of Restrictions, without the consent of other lot owners, until the formation of the Property Owners Association as provided for hereinafter.

Thereafter, this Declaration of Restrictions may be modified and amended upon the written consent to such modification or amendment of a majority of the owners of record of the lots in said Subdivision with the owner(s) of each lot having one (1) vote for each lot owned. Any modification and/or amendment shall be set forth in writing and denominated as a modification of or amendment to this Declaration of Restrictions and those consenting to such modification and/or amendment shall execute said document in a recordable form and thereafter such document shall be filed for record with the Recorder of Lucas County, Ohio unless such modification and/or amendment pre-dates the formation of the Property Owners Association in which case only the signature of the Owner shall be necessary. Upon recording, such modification or amendment, if executed by the majority of the record owners of lots of said Subdivision, shall be binding upon all
lots in said Subdivision and together with this Declaration of Restrictions shall continue in full force and effect. Provided, however, that any previously approved action taken by owners of lots in said Subdivision in reliance upon this original Declaration of Restrictions, which action would be prohibited after any modification or amendment of this Declaration of Restrictions, shall not be affected by any such modification or amendment.

18. PROPERTY OWNERS ASSOCIATION

Upon the sale of all the lots in said Subdivision, the Owner shall, establish a Holland Business Center Phase II, Plat I Property Owners Association, which shall be made up of all the owners of lots in said Subdivision. The Village of Holland shall establish the rules and by-laws for the conduct of the business to be conducted by the Holland Business Center Phase II, Plat I Property Owners Association, including the right to levy reasonable assessments for the maintenance of common areas, signage, and landscaping within Holland Business Center Phase II, Plat I and the public rights of way serving same and for such other purposes for the promotion and advertising of Holland Business Center Phase II, Plat I as the Holland Business Center Phase II, Plat I Property Owners Association shall adopt pursuant to its rules, regulations and by-laws which shall thereafter bind all of the owners of lots of said Subdivision. After creation of said Holland Business Center Phase II, Plat I Property Owners Association and formulation of its rules and regulations by the Village of Holland, every owner (meaning a full building site) shall become a member thereof and each such owner shall be entitled to one vote on each matter submitted to the membership of the Holland Business Center Phase II,
Plat I Property Owners Association for each lot owned by him, her or it, provided however, that where title to a lot is in more than one person or entity, such co-owners acting jointly shall be entitled to one vote for each lot owned by them. Upon the formation of the Holland Business Center Phase II, Plat I Property Owners Association, such Association shall succeed to all of the rights of the Owner as herein provided.

The Property Owners Association, by vote of this membership conducted under the rules and regulations formulated in the first instance by the Village of Holland, adopt such reasonable rules and regulations as it may determine advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety and general welfare of owners of said property and all part of said property shall at all times be maintained subject to such rules and regulations.

19. BINDING EFFECT

This Declaration of Restrictions and the covenants, conditions, agreements and provisions contained herein shall run with all of the land in Holland Business Center Phase II, Plat I and shall be binding upon all persons (whether natural, corporation or otherwise), their heirs, successors, executors, administrators and assigns, who hold any interest whatsoever in Holland Business Center Phase II, Plat I regardless of how or in what manner said interest is acquired.

IN WITNESS WHEREOF, the Village of Holland has executed this instrument this 25th day of September, 1992.

WITNESSES:

VILLAGE OF HOLLAND

by

by
STATE OF OHIO, COUNTY OF LUCAS, SS:

This instrument was acknowledged this 28th day of September, 1992, by Richard J. Kedzie, Mayor and Linus R. McNeill, Clerk-Treasurer, on behalf of the Village of Holland.

[Signature]
Joan E. Fitzko
Notary Public
Notary Public, State of Ohio

This instrument prepared by:

Philip L. Dombey, Esquire
Village of Holland Attorney
Leatherman, Witzler, Dombey & Hart
353 Elm Street
Perrysburg, Ohio 43551-2197

RECEIVED & RECORDED
SEP 29 1992
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RECORDER, LUCAS COUNTY, OHIO

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