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HOLLAND BUSINESS CENTER

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

As to Phase II, Plate II of Holland Business Center, consisting of Lots 6 through 10, a subdivision in the Village of Holland, Lucas County, Ohio.

This Declaration, made and entered into by the village of Holland, Ohio as of this 29th day of September 1995 as to Lots 6 through 8, and SAR Developers, Inc., an Ohio corporation as to Lots 9 and 10.

WHEREAS, the Village of Holland is the owner of the following described real estate, situated in the Village of Holland, Lucas County, Ohio, viz:

Lots Numbers 6 through 8 in Holland Business Center Phase II, Plate II, a subdivision in the Village of Holland, Lucas County, Ohio,

and SAR Developers, Inc. is the owner of

Lots Numbers 9 and 10 in Holland Business Center Phase II, Plate II

all of which real estate is hereinafter for convenience referred to as the "Property", and desires to develop thereon a commercial subdivision;

WHEREAS, the Village of Holland and SAR Developers, Inc. desire to provide for the preservation of the values and amenities in said community and desires to subject the real estate for their own benefit and for the benefit of all future owners or occupants of any part of the Property to certain covenants and rights in, over and to the Property, hereinafter set forth and referred to as "Restrictions," with respect to the use thereof.

NOW, THEREFORE, in consideration of these premises and of the enhancement in value of the Property, and to afford purchasers protection in the use and occupancy thereof and to provide a general plan for the improvement and development of the Property as an architecturally harmonious, artistic and desirable commercial subdivision, the Village of Holland and SAR Developers, Inc., as owners of the Property and for the purposes aforesaid, hereby declares and stipulates that each lot in the Property hereafter will be sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions:

ARTICLE ONE
Definitions

Section 1. The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to Holland Business Center Phase II, Plate II Architectural Control Committee as further provided for in this Declaration.

(b) "ASSOCIATION" shall mean the property owners association formed for Lots 6 through 10 in Holland Business Center Phase II, Plate II as provided for in ARTICLE THREE, hereof.

(c) "CODE OF REGULATIONS" shall mean the Code of Regulations of the Association, as adopted by the Association and/or the Developer.
(d) "DECLARATION" shall mean this Declaration of Easements, Covenants and Restrictions and shall include without limitation all easements, restrictions, covenants, conditions and agreements referred to herein.

(e) "DEVELOPER" shall collectively mean and refer to the Lot 6-8 Developer and the Lot 9 and 10 Developer, and any successor to all or substantially all of their business.

(f) "LOT" shall mean and refer to any of Lots 6 through 10 as designated on the recorded plat of Holland Business Center Phase II, Plat II, improved or unimproved, on which a Structure may be located.

(g) "LOT 6-8 DEVELOPER" shall mean the Village of Holland.

(h) "LOT 9 and 10 DEVELOPER" shall mean SAR Developers, Inc.

(i) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(j) "STRUCTURE" shall mean and refer to any thing or device (other than trees, shrubs which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any Living Unit, building, garage, porch, shed, greenhouse or bathhouse, pool or cage, covered or uncovered patio, in-ground swimming pool, clothesline, radio or television antenna, satellite dish, fence, curbing, paving, wall more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean and refer to (i) any excavation, fill, dirt, diversion, dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, drain or drainage channel from, upon or across any Lot, and (ii) any change in the grade of any lot more than six (6) inches from that existing at the time of purchase by an Owner.

ARTICLE TWO

Section 1. An Architectural Control Committee consisting of two (2) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Lot 6-8 Developer and the Lot 9 and 10 Developer, with each being entitled to appoint one (1) member, and each member may be replaced by the Developer. The Architectural Control Committee shall continue to be appointed by the Developer until such time as all Lots in Holland Business Center Phase II, Plat II have been sold and Structures have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the members of the Architectural Control Committee shall be turned over to the Association.

Section 2. No Structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained 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 color scheme therefore, the
grading plan of the Lot, including the grade elevations of said Structure, the
plot plan showing the proposed location of said Structure upon said Lot and the
plans and specifications thereof shall have been submitted to the Architectural
Committee and such plans and specifications shall have been approved by
the Committee and all structures except the developer and the Architectural Control Committee, its successors or assigns, and
writing by the Architectural Control Committee, its successors or assigns, and
true copies of said plans and specifications shall have been lodged permanently with
the developer and the Architectural Control Committee and no Structure except
reconstructed, placed or suffered to remain upon said Lot. All plans
specifications shall be prepared by a competent architect or draftsman, and shall
be furnished to the Architectural Control Committee in sufficient numbers so that
the Architectural Control Committee may retain a true copy thereof with its
records. The Architectural Control Committee shall approve, reject or approve
all submissions within a reasonable period after submission of the plans and specifications required hereunder to the Architectural Control
Committee. Failure to so respond within a twenty (20) day period from submission
date shall be deemed to be disapproval of the submission.

The scope of the Architectural Control Committee's inquiry and review shall
be broad. The plans and specifications for all Lots and all other Structures to
be constructed on the Lots in Holland Business Center Phase II, Plan II shall
conform to Developer's architectural theme for Holland Business Center which
may establish roof designs and materials, trim colors, brick, stucco and wood
specifications and window detail to assist the Architectural Control Committee
in approving plans and specifications. In making its review of any proposed
plans and specifications, the Architectural Control Committee shall have the
right to consider the following items:

A. Standards and guidelines for the design of Structures
including:
   1. placement on property
   2. building heights, area and volume
   3. all exterior materials
   4. eaves and windows
   5. parking areas
   6. type of main, accessory and other Structures
   7. number of Structures
   8. cost of structures
   9. design
   10. colors
   11. finished grade elevation
   12. visibility of improvements from within the area
      and from roads and properties adjacent thereto
   13. building exhausts.

B. Standards and guidelines for open space and public and
   private ways including:
   1. set-back requirements
   2. front, rear and side yard requirements
   3. open space
   4. landscaping
   5. topography
   6. tree lines and placement
   7. other vegetation elements and focuses
   8. locations for screening and mounding
   9. type and design of screening and fencing
   10. lighting placement
   11. view easements
   12. size and location of parking areas
13. driveways
14. means of ingress and egress
15. site plans.

C. Standards for harmony:

1. whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;
2. the suitability of the proposed structure and of the materials of which it is to be built to the surrounding lots;
3. the effect of the proposed structure on adjacent and neighboring properties;
4. the effect of the structure, as planned, on the outlook from the adjacent neighboring property.

In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Holland Business Center Phase II, plat II, as an architecturally harmonious, artistic and desirable commercial subdivision, with individual living units to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, compliment one another and promote the harmony and desirability of the subdivision taken as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

Section 3. Prior to commencement of construction on any lot, an individual landscaping plan for each lot shall be submitted to and for approval by the Architectural Control Committee. Landscaping shall include (without limitation) sidewalks (not driveways), decorative fences and walls, and plantings. All landscaping, sodding and sprinkler installation (if any) on any individual lot shall be installed and completed by the owner within six (6) months following the date of occupancy.

Section 4. 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, fence, wall or enclosure be erected, placed or suffered to remain upon said lots until the written consent of the Architectural Control Committee, 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.

Section 5. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

Section 6. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting; provided, however, the decision of the member of the Architectural Control Committee appointed by the Lot 6-8 Developer shall control as to Lots 6, 7 and 8 in the Property and the decision of the member of the Architectural Control Committee appointed by the Lot 9 and 10 Developer shall control as to Lots 9 and 10 in the Property. Unless waived by all members of the Committee, not less than two (2) days notice of a meeting shall be given each member in writing or by telephone at his residence address. A majority of the members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer
are granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the Owners of Lots, as further consideration for the conveyance to them of such Lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such Lots, by their acceptance of the conveyance of such Lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their failure to exercise such discretion, rights of approval, disapproval and interpretation.

Section 7. Lots shall be used only for professional or business services, commercial schools, administrative offices, and uses of a similar nature approved by the Developer, or such other uses permitted in the N-2 zoning district of the Village of Holland, or, upon obtaining any necessary variances from the Village of Holland, the M-2 zoning district of the Village of Holland, as such zoning regulations may change from time to time.

Section 8. The location of any and all sidewalks, driveways, walkways, access ways, roadways and parking areas within the Property shall be as established by the plat of the Property, or, if not now established, as shall be determined by the Architectural Control Committee, in writing at the time of approval of the plans and specifications for said structure. No sidewalk, driveway, walkway, access way, roadway or parking area shall be located, relocated or suffered to remain upon the Property except as now located on the plat of the property or as determined in writing by the Architectural Control Committee. Complete specifications for construction of sidewalks, driveways, walkways, access ways, roadways and parking areas shall be submitted to the Architectural Control Committee, and its approval thereof endorsed thereon in writing.

Section 9. No portion of a lot nearer to any street than the building setback lines or lines shown upon the plat of the Property shall be used for any purpose other than that of a lawn; provided, however, nothing herein contained shall be construed as preventing the use of such portion of the lot for any approved sidewalk, driveway, walkway, access way or parking area; the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purposes of beautifying the premises, but no vegetable, so-called, or grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon the Property, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 10. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary and storm sewer pipes, lines 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 portions of the Property, regardless of whether such easements are for the installation of utilities to serve the Property or to serve other adjacent or nearby property, whether or not such nearby property is then subject to this Declaration.

Section 11. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under, on and/or over those areas designated on the plat of the Property as easement, utility easement, drainage easement, sanitary easement, sewer easement, access way, parking and sidewalk easement, walkway easement, private roadway easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, mail pick up and distribution, and for water, gas and sanitary or storm sewer pipes, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, together with the right
to relocate any such areas so designated on the plat of the Property and to grant such additional utility easements, driveway easements, drainage easements, sewer easements, access ways, parking and sidewalk easements, private roadway easements or similar easements in, through, under, on and/or over the Property as the Developer shall deem to be necessary for the development of the Property. Unless approved by the Developer, no structure, or any part thereof, shall be erected, installed and maintained upon any part of the Property, or over or upon which easements for the installation and maintenance of such public or private utilities, driveways, drainage facilities, sewer facilities, sidewalks, access ways, parking areas, private roadways or similar improvements will be or have been granted. The installation within the Property of any utilities, driveways, drainage facilities, sewer facilities, sidewalks, access ways, parking areas, private roadways or similar improvements shall be deemed to create the easements necessary to support such improvements without further acts by the Developer. No Owner of any lot in the Property shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the lots without the prior written consent of the Developer, its successors and assigns.

Section 12. In connection with the provisions hereof, it is hereby provided that if, in the opinion of the Developer or the Architectural Control Committee, by reason of the shape, dimensions or topography of a lot, or by reason of the structure to be erected thereon, or for any other reason, it shall be deemed to be the best interest of the Developer or the Architectural Control Committee to so provide, the Developer or the Architectural Control Committee may require such modifications of the plans and specifications as shall be necessary to accommodate the requirements of the developer, and to permit variations in size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 13. No pole, lamp post, antenna, tower, or gas meter, or power or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said lot, or otherwise, other than signs of not more than six (6) square feet advertising the sale of the Lot or Living Unit on which such sign is located, shall be erected, placed or suffered to remain upon any Lot or upon or visible from the outside of any structure without the consent of the Architectural Control Committee heretofore having been obtained. Notwithstanding the foregoing, the right is reserved by the Developer to erect small structures and place signs on any unsold lot or improving the same. All signs placed on any Lot or Structure by an Owner other than the Developer shall be professionally painted.

Section 14. Subject to any site grading plan prescribed by the Lucas County Engineer, Developer reserves the sole and exclusive right to establish grades and slopes on any Lot and to fix the grade at which any Structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property.

Section 15. 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 of a Structure, or within enclosed screened or fenced areas approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer.

Section 16. The Developer and the Architectural Control Committee reserve and are hereby granted the right in case of any violation of breach of any of the rules, regulations, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the Lot upon or as to which said 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and/or the Architectural Control Committee, and the Developer and the
Architectural Control Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The Lot Owner shall immediately reimburse the Developer and/or the Architectural Control Committee for any costs, including court costs and attorney fees and expenses, incurred in connection with the Developer's and/or the Architectural Control Committee's cure, abatement or removal of such violation. Any failure to so reimburse the Developer and/or the Architectural Control Committee for such amounts as are set forth in Article V shall be a waiver thereof or acquiescence in or consent to any continuing or succeeding breach or violation thereof, and the Architectural Control Committee shall have the right to enforce the same.

Section 17. 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 18. Any construction on a Lot shall be finished on the outside within twelve (12) months from the issuance of the building permits therefor and be reasonably free of debris that may pass to adjoining properties.

Section 19. No alterations shall be made in the location, height, or exterior appearance of any structures unless approved by the Architectural Control Committee. Such alterations shall be reviewed by the Architectural Control Committee and shall be consistent with the standards and requirements set forth in this Article.

Section 20. Whenever any of the foregoing covenants, reservations, agreements, rules or regulations provide for any approval, designation, determination, or consent by the Developer, any such approval, designation, determination, or consent may be given by any attorney authorized to sign deeds on behalf of the Developer.

Section 21. The Developer may, as it deems advisable, adopt and enforce reasonable rules and regulations consistent with the provisions and purpose of the Declaration for the health, safety, comfort, well-being, and general welfare of the Owners and residents of the Lots in the Property.

ARTICLE THREE

Section 1. On or before the conveyance of the first Lot in the Property by the Developer, the Developer shall cause a homeowners association to be formed. The association shall be made up of the Owners of each Lot in the Property. Upon the formation of such association, every Owner of a Lot in the Property shall become a member thereof, and each such Owner, including the Developer, shall be entitled to one vote on each matter submitted to a vote of the Owners for each Lot in the Property owned by him or it. Notwithstanding the foregoing, the Developer shall be entitled to fifteen (15) votes for each Lot owned by or on behalf of it in the Property. 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 a two-thirds (2/3) vote by written action without a meeting or by majority vote at a duly called meeting may adopt such reasonable rules and regulations consistent with this Declaration as it may deem advisable for the operation of the Association.

Section 3. All expenses incurred by the Association shall be borne equally by each Owner of a Lot in the Property. That portion of such expenses allocable to each such Lot Owner in the Property shall be equal to the allocable expense times a fraction, the numerator of which in one (1) and the denominator of which is the number of Lots in the Property.

ARTICLE FOUR

Each and every Lot Owner in the Property shall be subject to an equal annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association in quarterly installments beginning on the first day of January of such year. The Association shall have a perpetual lien upon each of the Lots in the Property to secure the payment of the annual assessment due for each Lot, plus interest thereon at the rate of fifteen percent (15%) per annum from and after the due date thereof, plus costs of collection, and each such assessment shall also be the personal obligation of the Owner of each Lot within the Property at the time when the assessment became due. Each assessment shall become a lien against the Lot for which such assessment is to be paid on the first day of the month in which it is due. In default of the payment of any assessment within sixty (60) days of its due date, the lien for said charge may be recorded against the lot for which the assessment remains unpaid by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Holland Business Center Phase II, Plat II Property Owners Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

(Insert legal description)

HOLLAND BUSINESS CENTER PHASE II,
Plat II PROPERTY OWNERS ASSOCIATION

By

President

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this day of , 19 , by , President of Holland Business Center Phase II, Plat II Property Owners Association, an Ohio unincorporated association, on behalf of the association.

Notary Public

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In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each defaulting Lot a lien for all interest due thereon plus its costs and expenses in that behalf, including title expense, court costs, attorney fees and disbursements. No Owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Property or by abandonment of his Lot. Any Lot Owner shall notify the Association in writing at least ten (10) days prior to the sale or transfer of a Lot. The lien of assessments provided for herein shall be subject to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The aforesaid annual assessments to be levied against each Lot Owner shall be equal to the product of the total annual budget for the Association times a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Property. The assessments shall be applied toward payment of the following costs and expenses:

(a) for the discharge of all obligations of the Association as set forth herein or as established by the Association;

(b) for legal and accounting services for the Association;

(c) for the cost of collecting assessments, and expenses of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the Owners of Lots in the Property; and

(d) for such other purposes as the Association shall deem to be in the best interests of the Lot Owners.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interest of the Lot Owners in the Property may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties. Upon demand of any Lot Owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such Lot Owner’s Association, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE FIVE

Section 1. Each grantee of the Developer, 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 the Developer and the Association, as the case may be, 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 of any interest therein, and are to the benefit of such Owner, in like manner as if the provisions of this Declaration were recited and stipulated in each and every deed of conveyance.
Section 2. The severable restrictions, covenants, conditions, agreements and other provisions herein contained shall run with the land in the Property, and shall be binding upon all persons (either natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in the Property or any Lots therein, regardless of how or in what manner said interest is acquired, until the first day of January 1, 2038, and except as otherwise provided in Section 3 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 3. This Declaration may be amended prior to January 1, 2035 with the written approval of the then Owners of not less than two-thirds (2/3) of the Lots in the Property and with the consent of the Developer, which amendment shall be effective from and after 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 after January 1, 2035, and may be amended or terminated thereafter with the written approval of the Owners of not less than one-half (1/2) of the Lots in the Property upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 4. Notwithstanding the provisions of Section 3 hereof, the Developer has reserved the right to grant easements at any time and from time to time, as provided in this Declaration. In the event the Developer so elects to grant easements pursuant hereto, each Lot Owner, by his acceptance of a deed to a Lot, agrees to cooperate and execute all documents necessary to effect the granting of such easements. In order to facilitate the granting of such easement, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer his and/or its attorney-in-fact to execute, acknowledge and record, for and in the name of each Lot Owner and/or in the name of the Association, such instruments or documents as may be necessary, from time to time, to grant such easements as provided herein. This power of attorney is coupled with an interest and shall be binding upon any successor in title to a Lot or any successor or assign of the Association.

Section 5. The Developer shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration.

Section 6. The Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants therein contained.

Section 7. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number of violations or breaches that may occur.

Section 8. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such rules, regulations or provisions, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 9. A violation of any of the rules and regulations adopted by the Developer, or by the Association, as the case may be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 10. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

Section 11. Any and all rights reserved herein to the Developer shall, in the event of a disagreement between the Lot 6-8 Developer and the Lot 9 and 10 Developer, be exercisable solely by the Lot 6-8 Developer as to Lots 6, 7 and 8.
in the Property and by the Lot 9 and 10 Developer as to Lots 9 and 10 in the Property.

IN WITNESS WHEREOF, the Village of Holland and SAR Developers, Inc. have caused this Declaration to be signed by their duly authorized officers on the day and year first above written.

THE VILLAGE OF HOLLAND

BY

Michael L. Yunker, Mayor

Lyn Krasula, Clerk/Treasurer

SAR DEVELOPERS, INC.

John W. Hilbert II, Assst Secretary

As to the Village of Holland

John K. Lorenzen

As to SAR Developers

Philip Domby

STATE OF OHIO

COUNTY OF LUCAS

BEFORE me, a Notary Public, in and for said County, personally appeared Michael L. Yunker, Mayor and Lyn Krasula, Clerk/Treasurer, of said the Village of Holland, who acknowledged that they did sign said instrument as Mayor and Clerk/Treasurer of said the Village of Holland, in behalf of said municipal corporation and by authority of its Council; and that said instrument is the voluntary act and deed of the said Michael L. Yunker and Lyn Krasula as such officers and the voluntary act and deed of said municipal corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of September 1995.

[Signature]

PHILIP DOMBY

Notary Public

95 2042D01
STATE OF

COUNTY OF

BEFORE me, a Notary Public, in and for said County, personally appeared John W. Hilbert II, of said SAR Developers, Inc., who acknowledged that he did sign said instrument as Asst Secretary of said SAR Developers, Inc., in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said John W. Hilbert II as such officer and the voluntary 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 29th day of September 1995.

VYVAN SHELTON
Notary Public

APPROVED AS TO FORM

Philip L. Doneen, Village Attorney

This Instrument prepared by:
John W. Hilbert II, Esq.
Toledo, Ohio 43604

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SEP 29 1995 4:19 PM
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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LEATHERMAN
+ WITZEL
Box

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