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.
HOLLAND BUSINESS CENTER - PHASE III

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

As to Phase III of Holland Business Center, consisting of Lots 1 through 13, a subdivision in the Village of Holland, Lucas County, Ohio.

This Declaration, made and entered into as of this 28th day of May 1996 by OM PARTNERS, an Ohio general partnership, as to Lot 13, and SAR DEVELOPERS, INC., an Ohio corporation as to Lots 1 through 12.

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

Lot 13 in Holland Business Center Phase III, a subdivision in the Village of Holland, Lucas County, Ohio,

and SAR Developers, Inc. is the owner of

Lots Numbers 1 through 12 in Holland Business Center Phase III,

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

WHEREAS, SAR Developers, Inc. desires to provide for the preservation of the values and amenities in said community and desires to subject the real estate for its own benefit and for the benefit of all future owners or occupants of any part of the Property to certain easements 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 the 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, OM Partners 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 III Architectural Control Committee as further provided for in this Declaration.

(b) "ASSOCIATION" shall mean the property owners association formed for Lots 1 through 13 in Holland Business Center Phase III 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 the Declaration of Easements, Covenants and Restrictions and shall include without limitation all easements, restrictions covenants, conditions and agreements referred to herein.

(e) "DEVELOPER" shall mean and refer to SAR Developers, Inc., and any successor to all or substantially all of its business.

(f) "LOT" shall mean and refer to any of Lots 1 through 13 as designated on the recorded plat of Holland Business Center Phase III, improved or unimproved, on which a Structure may be located.

(g) "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.

(h) "STRUCTURE" shall mean and refer to any thing or device (other than trees, shrubs, or other plantings) 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, coop or cage, covered or uncovered patio, in-ground swimming pool, clothesline, radio or television antenna, satellite dish, fence, curbing, paving, wall more than two feet in height, signboard or any other 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, ditch, diversion, dam or other thing or device which affects or alters the 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, wash 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 three (3) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Developer and each member may be replaced by the Developer from time to time. The Architectural Control Committee shall continue to be appointed by the Developer until such time as all Lots in Holland Business Center Phase III 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 a Lot and the plans and specifications thereof shall have been submitted to the Architectural Control Committee and such plans and specifications shall have been approved in 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 such as conforms to said plans and specifications shall be erected, reconstructed, placed or suffered to remain upon said Lot. All plans and 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 with modifications 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 III shall conform to Developer's architectural theme for Holland Business Center which contemplates aesthetic harmony among diverse individual structures. Developer 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. entries 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. setback 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 III 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 such 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 style and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may make.

Section 5. 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. 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 are further considered for the conveyance to them of such Lots, do, for themselves, their heirs, personal representatives, successors and assigns, accept such Lots 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 M-1 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, drainage and parking areas within the Property shall be as now 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 the 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 line 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 purpose of beautifying the premises, but to vegetables, so-called, nor grains of the ordinary garden or field varieties 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. Except with respect to Lot 13 in the Property, 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. Except with respect to Lot 13 in the Property, 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 easements, utility easements, drainage easements, sanitary easements, sewer easements, access way, parking and sidewalk easements, walkway easements, private roadway easements, 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 other public utility facilities, together with the necessary or proper incidents and appurtenances, for the construction, operation and maintenance of any other public utility facilities or words for similar purposes, as aforesaid, and for the installation and maintenance of such public or private utilities, driveways, drainage facilities, sewer fa-
facilities, sidewalks, access ways, parking areas, private roadways or similar improvements will be or have been granted. The installation of any utilities, drainage facilities, sewer facilities, access ways, parking areas, sidewalks, private roadway 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 previous sections 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 satisfactory to it, the enforcement of the provisions of said section would work a hardship, the Developer or the Architectural Control Committee may modify such provisions so as 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 overhead 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 outside of any Structure without the consent of the Architectural Control Committee first 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 improvements thereon. 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-in areas approved by the Architectural Control Committee. Additionally, 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 or 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 disbursements, 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 shall give the Developer and/or the Architectural Control Committee the
right to place a lien upon such defaulting Owner's Lot for such amounts as set forth in ARTICLE FOUR hereof. A failure of the Developer or the Architectural Control Committee to enforce any of the rules, regulations, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer and the Architectural Control Committee (as the case may be) shall at any and all times 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. Such Lot owner shall be responsible for cleaning any debris that may pass to adjoining properties.

Section 19. No alterations shall be made in the location, height, or exterior design of any structure erected, permitted or maintained upon any Lot after once established, unless written approval of such alteration shall first have been obtained from the Architectural Control Committee. No addition to any buildings shall be erected or maintained upon any Lot after once established unless written approval of such addition shall first have been obtained from the Architectural Control Committee.

Section 20. Whenever any of the foregoing covenants, reservations, agreements, rules or regulations provide for any approval, designation, determination, modification, consent or any other action by the Developer, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 21. The Developer may, as it deems advisable, adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in the Property.

Section 22. No loading docks or delivery vehicle parking shall be located at the front of any building facing the street upon which the Lot abuts. Unless otherwise approved by the Architectural Control Committee, all permanent truck parking shall be located at the rear of any building located on a Lot which is opposite the street upon which the Lot abuts.

Section 23. Without first obtaining the approval of the Architectural Control Committee, no equipment, trailers, inventory, supplies, waste containers, barrels, pallets, construction materials or other items shall be stored outside on a Lot unless concealed from public view and from other Lots. Any approval of outside storage by the Architectural Control Committee may require mounding, fencing, walls, screening and/or landscaping. This provision shall not be applicable to the equipment and supplies stored on a Lot in connection with and as part of the construction of a Structure on a Lot, which materials, equipment and supplies are promptly removed upon completion of construction.

ARTICLE THREE

Section 1. On or before the conveyance of the first Lot in the Property by the Developer, the Developer may cause to be formed an unincorporated association
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 members 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 notice 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 is 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 each 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 such 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 fell 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 III Property Owners Association claims a lien for unpaid annual assessments for the years in the amount of $5,000.00:

(Holland Business Center Phase III Property Owners Association)

By: [signature]

[Date]

96 1340 E06
The foregoing instrument was acknowledged before me this 19th day of
January, 19_, by 

of Holland Business Center Phase III Property owners Association, an
Ohio unincorporated association, on behalf of the association.

Notary Public

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 subordinate 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 as to payments which became 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, set 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 limitations and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure 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 several 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 and in what manner said interest is acquired, until the first day of January 1, 2025, 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, 2025 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 become 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, 2025, 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 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 easements, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer 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 easements as provided herein. This power of attorney is coupled with an interest and shall be exercisable 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. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained.

Section 7. No restrictions hereby shall be abrogated or waived by any failure to enforce the provisions thereof, 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 provision, 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.

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

OH PARTNERS, an Ohio general partnership

by David Miller, Partner
by Mike Creme, Partner
As to OH Partners

SAR DEVELOPERS, INC.

by Loyd H. Rosen
As to SAR/Developers

STATE OF OHIO
COUNTY OF LUCAS

BEFORE me, a Notary Public, in and for said County, personally appeared
David Miller and Mike Creme, partners of said OH Partners, an Ohio general partnership, who acknowledged that they did sign said
instrument as such partners, in behalf of said partnership, and that said
instrument is the voluntary act and deed of the said David Miller and
Mike Creme, as such partners and the voluntary 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 16th day of October 1955.

Notary Public

96 1340E09
STATE OF MICHIGAN  }  SS:
COUNTY OF Wayne  }

BEFORE me, a Notary Public, in and for said County, personally appeared Stanley M. Rosen, of said SAR Developers, Inc., who acknowledged that he did sign said instrument as President 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 Stanley M. Rosen 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 15th day of May 1996.

Carol J. Schoup
Notary Public

CAROL J. SCHUPH
Notary Public, Wayne County, MI
My Commission Expires 11-4-96

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

RECEIVED & RECORDED
MAY 28 1996 4:21

Sue Rioux,
Recorder, Lucas County, Ohio

-12-

96 1310E10