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.
ADOPTION OF PLAT
AND
DECLARATION OF RESTRICTIONS FOR HOLLAND BUSINESS CENTER
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 twenty-two (22) both inclusive, in HOLLAND BUSINESS CENTER, a subdivision in the Village of Holland, Lucas County, Ohio, (hereinafter "Holland Business Center") 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 restrictions upon the manner of use, improvements and enjoyment of the above described real property in Holland Business Center.

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 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 setback 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 6 inclusive shall not be used for the sale of alcohol requiring a liquor license issued 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 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 rear and sides of each lot, as shown on the Plat of Holland Business Center, 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 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, 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 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 Lots numbers one (1) thru fourteen (14), inclusive in Holland Business Center, for themselves, their respective heirs, successors, executors, administrators and assigns agree to pay a prorate share along with the other owners of Lots numbers one (1) thru fourteen (14), inclusive, of cost for repairs and maintenance, including snow removal, of the easement for private alley abutting said lots, all as shown on the plat of Holland Business Center. 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 or 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 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 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 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 provisions 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 restriction 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 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 Property Owners Association, including the right to levy reasonable assessments for the maintenance of common areas, signage, and landscaping within Holland Business Center and the public rights of way serving same and for such other purposes for the promotion and advertising of Holland Business Center as the Holland Business Center 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 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 Property 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 owner by them. Upon the formation of the Holland Business Center 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 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 regardless of how or in what manner said interest is acquired.

IN WITNESS WHEREOF, The Village of Holland has executed this instrument this 15th day of August, 1989.

WITNESSES:

[Signatures]

STATE OF OHIO )
COUNTY OF LUCAS ) ss:

VILLAGE OF HOLLAND

By: _____________________________
   Mayor

By: _____________________________
   Deputy Clerk-Treasurer

This instrument was acknowledged this 15th day of August, 1989 by _____________________________,
   _____________________________
   Deputy Clerk-Treasurer on behalf of the Village of Holland.

[Signature]
Notary Public

This Instrument Prepared By:

Nick Batt
Village of Holland Attorney

RECEIVED & RECORDED

AUG 17 1989 4:16 PM

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
AMENDMENT TO THE PLAT OF
HOLLAND BUSINESS CENTER
A SUBDIVISION IN THE VILLAGE OF HOLLAND, LUCAS COUNTY, OHIO

WE, THE UNDERSIGNED BEING ALL THE LAND OWNERS in the above subdivision, hereby agree and consent to the within amendments to the original plat recorded in Volume 124 of Plats, Page 51 for Holland Business Center, a subdivision in the Village of Holland, Lucas County, Ohio. Said Plat shall be amended by releasing the following:

1. The thirty (30) foot driveway easement along the south lot line of lot number 6 in Holland Center, a subdivision in the Village of Holland, Lucas County, Ohio, the same being recorded in Volume 124 of Plats, Page 51.

2. The two (2) foot anti-access easement beginning at the southwesterly corner of lot number 6 in Holland Center, a subdivision in the Village of Holland, Lucas County, Ohio, the same being recorded in Volume 124 of Plats, Page 51 for thirty-five (35) feet in a northerly direction.

3. The two (2) foot anti-access easement of Lot number 8 in Holland Business Center, a subdivision in the Village of Holland, Lucas County, Ohio, the same being recorded in Volume 124 of Plats, Page 51 releasing the two foot anti-access easement for thirty (30) feet starting ten (10) feet from the west lot line and heading east.

WITNESS our hands this 1st day of February, 1994.

SIGNED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

Laura Smith
Owner of Lot

Jim Stammers, President
Owner of Lot

STATE OF OHIO
County of Lucas

Before me, a Notary Public in and for said State, personally appeared Power Tools Sales & Service, Inc., owned by J. H. Stammers, its President, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of February, 1994.

[Seal]

NOTARY PUBLIC

[Signature]

[Commission expires: July 12, 2007, Section 147.03 R.C.]
WITNESS our hands this 7th day of February, 1964.

SIGNED, AKNOWLEDGED AND DELIVERED
IN THE PRESENCE OF:

Laura Beaton

Guy P. Zuelke
Owner of Lot

Jane Pauline
Owner of Lot

STATE OF OHIO
County of Lucas

Before me, a Notary Public in and for said State, personally appeared
Joseph R. Snell and Robert W. Gilley
who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Holland, Ohio, this 7th day of February, 1964.

NOTARY PUBLIC

R. D. [Signature]

WITNESS our hands this 7th day of February, 1964.

SIGNED, AKNOWLEDGED AND DELIVERED
IN THE PRESENCE OF:

Laura Beaton

Barnes Bros. Co.
Owner of Lot

Owner of Lot

STATE OF OHIO
County of Lucas

Before me, a Notary Public in and for said State, personally appeared
Barnes.

Barnes Bros., by Thomas D. Kreschowski, its President
who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Holland, Ohio, this 7th day of February, 1964.

NOTARY PUBLIC

R. D. [Signature]
WITNESSES our hands this 9th day of February, 1994.

SIGNED, ACKNOWLEDGED AND DELIVERED
IN THE PRESENCE OF:

Ralph Davis
Owner of Lot 3

Linda W. Kelly
Owner of Lot 6

STATE OF OHIO

County of Lucas

Before me, a Notary Public in and for said State, personally appeared

Randall S. King and Ronald L. King

who acknowledged that before they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

Notland, Ohio, this 9th day of February, 1994.

WITNESSES our hands this 9th day of February, 1994.

SIGNED, ACKNOWLEDGED AND DELIVERED
IN THE PRESENCE OF:

Robert D. Funk
Owner of Lot 3

Gordon L. Grothe
Owner of Lot 6

STATE OF OHIO

County of Lucas

Before me, a Notary Public in and for said State, personally appeared

Stephen L. Grothe and Georgia L. Grothe

who acknowledged that before they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

Notland, Ohio, this 9th day of February, 1994.
WITNESS our hands this 6th day of January 1994.

SIGNED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

STATE OF OHIO

County of Lucas

Before me, a Notary Public in and for said State, personally appeared

Michael Young

Owner of Lot 11

and

James Young

Owner of Lot 10

who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

[ SEAL ]

Day of Ohio, this ___ day of January 1994.

[Signature]

NOTARY PUBLIC

WITNESS our hands this 9th day of February 1994.

SIGNED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

STATE OF OHIO

County of Lucas

Before me, a Notary Public in and for said State, personally appeared

[Signatures]

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

[ SEAL ]

Day of Ohio, this ___ day of February 1994.

[Signature]

NOTARY PUBLIC

Ms. Cuch-in-a has no ex.

d.in. Section 147.03 R.C 94 573806
WITNESS our hands this 10th day of February 1904.

SIGNED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

STATE OF OHIO

County of Lucas

Before me, a Notary Public in and for said State, personally appeared

Jeffrey A. Morris and Inez A. Morris

who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Holland Ohio, this 10th day of February 1904.

[Seal]

NOTARY PUBLIC

WITNESS our hands this ______ day of ______ 1904.

SIGNED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

Owner of Lot

Owner of Lot

STATE OF OHIO

County of Lucas

Before me, a Notary Public in and for said State, personally appeared

[Signatures]

who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ______ Ohio, this ______ day of ______ 1904.

[Seal]

NOTARY PUBLIC
WITNESS our hands this 10th day of February 1904.

SECONED, ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

STATE OF OHIO

COUNTY OF [Name]

Before me, a Notary Public in and for said State, personally appeared

[Name], who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at [Place], this 10th day of February 1904.

[Seal]

PHILIP L. DENTHOR, ATTORNEY IN FACT

NOTARY PUBLIC

WITNESS our hands this 11th day of February 1904.

[Signatures]

STATE OF OHIO

COUNTY OF [Name]

Before me, a Notary Public in and for said State, personally appeared

[Name], who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at [Place], this 11th day of February 1904.

[Seal]

PHILIP L. DENTHOR, ATTORNEY IN FACT

NOTARY PUBLIC