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DECLARATION OF RESTRICTIONS AND COVENANTS

FOR KENSINGTON WOODS PLAT ONE

IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

This Declaration of Restrictions and Covenants adopted by William G. Robinson, Jr., hereinafter called "Developer" and Rudder Construction & Development, Inc., on the day and year hereinafter set forth.

WITNESS THAT:

WHEREAS, Developer is the Owner of Lots 2, 3, and 4, as shown on the recorded plat of Kensington Woods Plat One, a subdivision in the City of Toledo, Lucas County, Ohio, recorded in Volume 83 Page 44, Lucas County, Ohio record of Plats; and

WHEREAS, the Rudder Construction & Development, Inc., is the owner of Lot 1, as shown on the recorded plat of Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, recorded in Volume 83, Page 44, Lucas County, Ohio record of Plats; and

WHEREAS, the Developer has deemed it desirable to create an agency, the Kensington Woods Plat One Association, (hereinafter referred to as "the Association") to which the powers and responsibilities of maintaining and administering the Maintenance, Recreation, and Green Space Area and collecting and disbursing the assessments and charges hereinafter created, shall be delegated and assigned and to which certain easement rights to the Maintenance, Recreation, and Green Space Area shall be granted; and such duties, powers, and responsibilities shall be subject to the Declarants' to the Declaration of Easements, Restrictions, and Covenants of Green Space and Private Park Areas for Kensington Woods Recorded in Microfiche Number 37-545-167, Lucas County, Ohio Deed Record; and

WHEREAS, the Association joins in this Declaration for the purpose of accepting the duties, covenants and responsibilities apposed upon it by the provisions hereof.

WHEREAS, the Rudder Construction & Development, Inc., joins in this Declaration for the purposes as set forth herein.
WHEREAS, the Developer, has by separate easements recorded as Microfiche Numbers X.1-194.001, and X.1-244.001, in Deed Records of Lucas County, Ohio, a copy of which is attached hereto and incorporated herein, and within this Declaration, granted unto Kensington Woods Plat One Association, in common with William G. Robinson, Jr., their heirs, successors and assigns, an easement in perpetuity for maintenance, recreation, driveway, parking, walkway, ingress and egress, and over a limited portion thereof, hereinafter referred to as the Maintenance, Recreation, and Green Space Area; which is described on Exhibit "AA", which is attached hereto and incorporated herein by reference; and

WHEREAS, the Developer has by separate Declaration of Easements, Restrictions and Covenants of Green Space and Private Park Area for Kensington Woods, and by separate easements, subjected Kensington Woods Plat One to the provisions thereof; and

WHEREAS, Developer desires to develop on Kensington Woods Plat One, a residential community for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, and desires to subject the real property for his own benefit and for the benefit of all future Owners or occupants of any part of Kensington Woods Plat One to certain easements, covenants, and restrictions and rights in, over, and to Kensington Woods Plat One, hereinafter set forth and referred to as the Declaration, with respect to the use thereof.

NOW THEREFORE, Developer and Rudder Construction & Development, Inc., in consideration of the enhancement in the value of said property by reason of the adoption of the easements, restrictions and covenants, hereinafter set forth, does for themselves, their heirs, successors and assigns, hereby declare, covenant and stipulate that all property as shown on the recorded plat of Kensington Woods Plat One, a subdivision in the City of Toledo, Lucas County, Ohio, shall hereafter be conveyed by the Developer and Rudder Construction & Development, Inc., their heirs, successors and assigns, subject to the following easements, restrictions, covenants and conditions which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument however,
without affecting and subject to the restrictions inacted by the Developer and Rudder
Construction & Development, Inc., known as Declaration of Easements, Restrictions
and Covenants for Green Space and Private Park Area for Kensington Woods, recorded
at 80-5-5 83-7 84-7, Lucas County, Ohio Records and all other easement
rights of record.

ARTICLE I
DEFINITIONS

Section I: The following words when used in this Declaration (unless the
context otherwise requires) shall have the following meanings:

(a) "Association" shall mean and refer to Kensington Woods Plat One
Association, an Ohio Non-Profit Corporation, its successors and assigns, or such other
association as may be established.

(b) "Owner" shall mean and refer to the record owner, whether one or
more persons or entities, of a fee simple title to any lot or unit, which is a part of
Kensington Woods Plat One, but shall not mean or refer to any mortgagee or
subsequent holder of a mortgage, unless or until such mortgagee or holder has acquired
title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(c) "Kensington Woods Plat One" shall mean and refer to that certain
property hereinbefore described, and such additions hereto as may hereafter be
brought within the jurisdiction of The Association.

(d) "Maintenance, Recreation, Green Space Area" shall mean that portion
of Kensington Woods Plat One as described and delineated in Exhibit "A-N", which is
attached hereto and incorporated herein. All such areas shall be maintained by the
Association as hereinafter set forth, and as provided in any easement, and all Owners
and the Developer shall be entitled to the common use and enjoyment of such areas for
recreation, ingress and egress, parking and driveway purposes.

(e) "Lot" shall mean and refer to any one of the four multi-family lots as
set forth in the plat of Kensington Woods Plat One, as recorded at Volume 83, Page
44, Lucas County, Plat Records.

(f) "Developer" shall mean and refer to William G. Robinson, Jr., and any
successor to all or substantially all of his business and rights in developing Kensington
Woods Plat One.

(g) "Walnut Circle" shall mean and refer to that portion of real estate,
lying within the Maintenance, Recreation, Green Space Area, designated as Walnut
Circle (Private Road) as set forth in Exhibit "BB", sheets 1 and 2, which is attached
hereto, and incorporated herein.

(h) "The Kensington Woods Association" shall mean and refer to The
Kensington Woods Association, an Ohio non-profit corporation, its successors and
assigns, or any similar association established for those purposes as set forth in the
Declaration of Easements, Restrictions and Covenants for Green Space and Private
Park Areas for Kensington Woods, which is recorded at 80-5-5 83-7 84-7,
Lucas County, Ohio records.
(l) "Architectural Control Committee" shall mean and refer to Kensington Woods Plat One Architectural Control Committee as further provided for in this Declaration and in the Code of Regulations of the Association.

(m) "Declaration" shall mean and refer to the Declaration of Restrictions and Covenants for Kensington Woods Plat One.

(k) "Code of Regulations" shall refer to the Code of Regulations of the Association, as adopted by Kensington Woods Plat One Association, and/or the Developer.

(l) "Unit" shall mean and refer to a condominium Unit or other living Unit within a multi-family structure located upon a Lot within Kensington Woods Plat One, and such Unit shall be intended for the use and occupancy as a residence by a single family.

(m) "Member" shall mean and refer to a member of the Association.

(n) "Resident" shall mean and refer to any person residing in a Unit or in a dwelling constructed upon a Lot.

(o) "Plot/Site Plan" shall mean and refer to a certain plot-site plan of Kensington Woods Plat One, approved as a community unit plan by the City of Toledo, as the same may be amended from time to time.

(p) "Multi-Family Structure" shall mean and refer to any building structured on the Lot containing two but not more than twenty-four living units under one roof.

(q) "Kensington Woods" shall mean and refer to a real estate project located in the City of Toledo, Lucas County, Ohio, comprised of the real property described in "Exhibit CC", and as delineated on the C.U.P. Site Plan, Exhibit "DD".

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (Kensington Woods Plat One) is located in the City of Toledo, Lucas County, Ohio, and described as Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, recorded in Volume 83, Page 44, Lucas County, Ohio record of Plats.

Section 2. Additions to Existing Property. The Developer from time to time may annex to Kensington Woods Plat One all or any portion or portions of the real property described in Exhibit "EE", provided, however, if the Developer is not then the record Owner of such property, such annexation may be made only with the consent of such record Owner. Such annexation shall be the execution and filing for recordation among the Records of Lucas County, Ohio, of a deed of conveyance or other instrument expressly stating an intention to so annex and describing such lands to be annexed. During that fifteen (15) year period commencing with the date of the recording of this Declaration, the Developer may annex such additional lands to Kensington Woods Plat One in its absolute discretion. From and after the expiration of said fifteen (15) year period after annexation is approved by two-thirds (2/3) of the votes cast at a duly convened meeting of the Members of the Association.
Each Owner and each Resident, by the act of becoming such, shall be taken to have acknowledged and agreed (i) that the only real estate which shall be subject to this Declaration is the real estate described as Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, recorded in Volume 83, Page 44, Lucas County, Ohio Record of Plats, and all or any portion or portions of the real estate described in Exhibit “EE” hereof, as may be annexed by the Developer, from time to time to Kensington Woods Plat One, (ii) that neither anything contained in this Declaration, nor any map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as requiring the Developer to subject to this Declaration any additional property, and (iii) that the only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the procedure set forth in this Section 2 of ARTICLE II. The fact that terms or provisions set forth in separate or additional declarations and agreements may be similar or identical, in whole or in part, to those set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions hereof.

ARTICLE III
MEMBERSHIP, VOTING RIGHTS
TRUSTEES AND RESIDENTS

Section 1. Membership and Voting Rights in the Association. The Membership of the Association shall consist of the Owners and the Developer. The Owner of a single family Lot shall be entitled to one (1) vote for each such single family Lot owned by such Owner (whether or not a residence has been constructed thereon). The Owner of any multi-family Lot shall be entitled to one vote for each Unit which may be constructed on such multi-family Lot in accordance with the Community Unit Plan as approved by the Toledo/Lucas County Planning Commission. The Owner of each Unit (other than as previously stated) shall be entitled to one (1) vote for each Unit owned by such Owner. Such voting rights shall commence from the time such Lot or Unit becomes subject to assessments of the Association, as hereinafter provided in ARTICLE V, Section 1 hereof. The Developer shall have the same voting rights as any Owner, and in the event the Developer does not own any Lot or Unit, Developer shall not be entitled to vote but shall remain a Member.

Section 2. The Developer's Right to Appoint All or Majority of Board of Trustees of Association. The power and authority of the Association, including the power to levy assessments as hereinafter provided, shall be exercised by a Board of Trustees. Until such time as a meeting is held at which Trustees are elected by the Members, all Trustees shall be appointed by the Developer. The first such meeting at which Trustees are elected by the Members shall be held within two (2) years of the date this Declaration is filed for record. At such first meeting and for the period ending fifteen (15) years after the filing of this Declaration for record, the Developer shall have the right to appoint a majority of the Board of Trustees.

Section 3. Residents. Each Resident shall be subject to the Rules and Regulations of the Association, but shall not be a Member of the Association (unless also an Owner) and shall not be entitled to vote on any matter brought before the Members of the Association.

ARTICLE IV
MAINTENANCE, RECREATION AND GREEN SPACE AREA

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 2 of this ARTICLE IV, every Owner of real property within Kensington Woods Plat One, shall have a right and easement of enjoyment in the Maintenance, Recreation and Green Space Area and such easement shall be appurtenant to and shall pass and run with the title of every conveyance of such real property.
Section 2. Extent of Owners' Easements. The rights and easements of each Owner of enjoyment in the Maintenance, Recreation, and Green Space Area created herein shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Code of Regulations, to borrow money for the purpose of improving the Maintenance, Recreation and Green Space Area and in aid thereof to mortgage all or any portion thereof; and,

(b) the right of the Association to take such steps as are reasonably necessary to protect the Maintenance, Recreation and Green Space Area against foreclosure; and,

(c) the right of the Association to suspend the enjoyment rights of any Member and the Residents of his Unit or of the dwelling constructed upon his Lot for any period during which any assessment remains unpaid, and the right of the Association to suspend the enjoyment rights of any person with a right of enjoyment in the Maintenance, Recreation and Green Space Area for any period not to exceed thirty (30) days for any infraction of the published Rules and Regulations of the Association; and,

(d) the right of the Association to charge reasonable admission and other fees for the use of the Maintenance, Recreation and Green Space Area by guests of Members and of Residents; and,

(e) the right of the Association to limit the number of guests of Members and of Residents in or upon any of the Maintenance, Recreation and Green Space Area or any buildings or facilities located thereon; and,

(f) the right of the Association or the Developer, to grant easements of right-of-way to any public utility, public agency or governmental authority; and,

(g) the right of the Association to deny use of the Maintenance, Recreation and Green Space Area to any Owner of real property within Kensington Woods Plat One if no portion of such real property is subject to assessments as hereinafter provided.

(h) the sole right of the Association to install, construct, maintain, and repair storm and sanitary sewers, sprinkler systems, private roadways, driveways, parking areas, landscaping, recreational facilities, utility lines, and other facilities, over, under and upon the Maintenance, Recreation, and Green Space Area.

Section 3. Privileges of Residents and Family Members. The right of enjoyment of an Owner in the Maintenance, Recreation and Green Space Area shall extend automatically to all Residents of his Unit or of the dwelling constructed upon his Lot and to all Members of his immediate family who reside with him even if such residence is not located on any portion of Kensington Woods Plat One. Notwithstanding anything to the contrary herein contained, no guests shall be entitled to such right of enjoyment except as provided in Rules and Regulations promulgated by the Association.

Section 4. Easements to Other Residents of Kensington Woods. It is the intent of the Developer that there be reserved similar easements in favor of Owners and Residents of Lots and Units located within Kensington Woods Plat One in, on and over the other tracts of land within Kensington Woods in the event of development of land.
contain Kensington Woods Plat One. Such assessments, however, shall be collected solely by the developer, other than this Declaration, and such assessments shall be secured by the power of the law as herein contained. The establishment of any such assessments are hereby contingent upon (a) the commencement of the development of 1st 1/4 section 10, 20, 30, 40 of Kensington Woods Plat One, (b) record of the Owner's Map and, as approved by appropriate governmental authority, and (c) compliance with the provisions of this Declaration, including all developments on the said premises and the Committee on Additional Lands. Accordingly, the Developer makes representations not guaranteed by any such assessment of damage will be established for owners and residents of Kensington Woods Plat One.

Section 5: Reserves for Maintenance, Recreation and Green Space Area. The real estate described in Exhibit A-1 hereof shall constitute the Maintenance, Recreation and Green Space Area. The Developer shall grant to the Association and Lerner Development & Construction Company, in common with the Developer, an easement for maintenance, repair, replacement, construction and installation of sanitary sewers, storm sewers, private water lines, privy line lines, public and quasi-public utility lines, swimming pools, tennis courts, community buildings, private roadway, and landscaping, including the right to repair, trim, prune, install and replace trees, shrubs, grass, bushes, hedges and other frustrated nature, over, under and upon the real estate described in Exhibit A-1, as subject to (1) zoning regulations, (2) other easements, conditions and restrictions of record, (3) the provisions of this Declaration, (4) the restrictions by the Developer of construction easements and the right to grant utility easements, on over or under the Maintenance, Recreation and Green Space Area as hereinafter provided in Sections 5 and 7 of this ARTICLE IV, and (5) payments of payment to other Residents of Kensington Woods Plat One if, and only if the Maintenance, Recreation and Green Space Area as hereinafter provided in Section 5 of this ARTICLE IV.

Section 7: Dedicated Areas. Included within Kensington Woods Plat One, and within the Maintenance, Recreation and Green Space Area, are certain private streets, private road, and private parking areas, private recreational facilities, and a private storm and sewer system which are specifically not dedicated for public use as streets, roads, parking facilities, recreational facilities and storm and sanitary sewers. The Association shall assume responsibility for snow removal and for maintaining the banks and median strip. The developer shall provide and maintain clear and accessible streets within the right-of-way of such private streets, roads, and parking facilities, and the maintenance of all recreational facilities, landscaping, and private storm and sanitary sewers, and the cost thereof shall be borne by the Association, as provided herein, and the additional real estate is annexed to Kensington Woods Plat One. In the event any association or associations of property owners is included in such annexed areas, within the Kensington Woods Plat One Plan, then the same shall be allotted to the Association as hereinafter provided. After established, such costs shall thereafter be prorated between the Association and such other associations in such manner as the Developer shall, in his discretion determine.

Section 8: Reservation of Condemnation Easements: Article VI, Sections 8 and 9 notwithstanding, the developer shall have and hereby reserves the right, for his successor and assigns, to grant easements by, on, over or under the Maintenance, Recreation and Green Space Area for utility purposes, including but not limited to the right to install, use, install, service, maintain, replace, remove, gas, electric, telephone and television wires, lines, cables and conduits.
ARTICLE V
COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. The
Developer hereby covenants and agrees and each future Owner of any real property
within Plat 1, hereby covenants and agrees by acceptance of a deed therefor, whether
or not it shall be so expressed in any such deed or other conveyance, to pay to the
Association all assessments provided in this ARTICLE V. A Unit shall be deemed
subject to assessments as herein provided commencing with the calendar month
following the calendar month in which title to such Unit is first conveyed to a
purchaser or in which such Unit is first occupied, whichever event shall first occur.
Any other Unit shall be deemed subject to assessments as herein provided commencing
with the calendar month following the calendar month in which such Unit is first
occupied or in which the term of any lease or rental of such Unit commences,
whichever event first occurs. A Lot shall be deemed subject to assessments herein
provided commencing with the calendar month following the calendar month in which
the Lot is "fully improved", which shall be interpreted to include the installation of
required streets and utilities serving such Lots. Except as hereinabove provided, real
property within Plat 1 shall not be subject to assessments by the Association.

All assessments, together with interest thereon and costs of collection thereof as
hereinafter provided, shall be a charge on the land and shall be a continuing lien upon
the real estate against which each such assessment is made. Each such assessment,
together with such interest thereon and cost of collection thereof as hereinafter
provided, shall also be the personal obligation of the person who was the Owner of such
property at the time when the assessment became due and of certain subsequent
Owners, as hereinafter provided in Section 7 of this ARTICLE V. A Unit Owner
Association for Units comprising a portion of Kensington Woods Plat One, or a
neighborhood community organization of Owners of Lots, or a Condominium Associa-
tion for a portion of Kensington Woods Plat One, may collect such assessments from:
its Members and pay such sums to the Association.

Section 2. Budget and Assessments. Each year on or before December 1, the
Association shall estimate the total amount necessary during the next calendar year to
pay (a) the cost of maintaining, operating, and improving the Green Space and Private
Park Area together with its properties, services, facilities, and improvements,
without limiting the generality of the foregoing, the payment of any
mortgage on its improvements, taxes and insurance thereon, the payment of any
repair, replacements and additions thereto, the cost of labor, equipment, materials,
supplies, and accessories therefor, and the salaries of employees, managers, and
supervisors thereof, and (b) if the Association so determines, a reasonable amount
considered to be necessary for a Reserve for Non-Recurring Expenses and Capital
Improvements, as provided in Section 3 of this ARTICLE V, and shall on or before
December 15, notify each Member, or the Unit Owners Association or other organiza-
tion, if any, which collects from such Member the sums herein assessed, in writing as
to the amount of such estimate, with reasonable itemization thereof. This "estimated
cash requirement" shall be assessed to the Members according to the total number of
Lots and/or Units owned by each Member, each Lot and Unit being assessed on the basis
of a rate (to be determined by the Association) applied against the percentages for
each Lot and/or Unit, as set forth in Schedule C, which is attached hereto, and
incorporated herein. Each Member agrees to execute and deliver from time to time
any instruments and to perform any acts as may be deemed necessary, expedient or
proper by the Board of Trustees of the Association to effectuate the provisions herein.
Moreover, each Member, by acceptance of a deed conveying an ownership interest in
his Lot or Unit, thereby irrevocably appoints the President of the Association his
attorney in fact, coupled with an interest, and authorizes, directs and empowers such
attorney, at the option of the attorney, to execute all documents necessary in
establishment or administration of any trust or escrow account as may be established
by the Association or Board of Trustees as depository for such assessments as set forth
in ARTICLE V. Section 2. All Lots and/or Units shall be subject to the annual
assessment commencing on the date as set forth of Section 4 of ARTICLE V.
Section 3. Budget for First Year. The Association shall determine the "estimated cash requirement", as hereinbefore defined, for the period commencing with the date of filing for record with the Recorder's Office, Lucas County, Ohio, of a deed conveying the first Lot or Unit to a purchaser for value, and such purchaser shall be other than the Developer, as defined in this Declaration, and ending on December 31 of the year of such conveyance. Assessments shall be levied against and paid by the Members for said period as provided in Section 2 of the ARTICLE V.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver the estimated cash requirement shall not constitute a waiver or release in any manner of the Members' obligations to pay the assessments as herein provided, whenever the same shall be determined.

Section 5. Certificate. The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments levied against such Owner's Lot or Unit have been paid. A reasonable charge, not to exceed Ten Dollars ($10.00), as determined by the Association, may be made for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If any assessment or installment thereof is not paid by an Owner within thirty (30) days after the date when due, then the entire assessment for such calendar year shall become immediately due and payable, shall thereafter bear interest at the maximum rate provided under Ohio law, and shall thereupon become a continuing lien on all property of the Owner upon which such assessments were levied, which lien shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns, as the case may be. The Owner of the property at the time any such assessment becomes due shall be personally liable therefor. Furthermore, in a voluntary conveyance of a Lot or Unit, other than by deed in lieu of foreclosure to a first mortgagee, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit or Lot prior to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, such prospective grantee shall, upon written request, be entitled to a statement from the Board of Trustees of the Association setting forth the amount of all unpaid assessments due the Association with respect to the Ownership interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit or Lot conveyed be subject to a lien for any unpaid assessments which become due prior to the date of the making of such request if the same were not set forth in such statement.

The Association may bring an action at law against the Owner and/or previous Owners personally obligated to pay any delinquent assessment. The Association may also seek, in the same action or in a subsequent action, to foreclose the lien against the property. There shall be added to the amount of the assessment the cost of preparing and filing the complaint in any such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 7. Subordination of the Lien to First Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgages now or hereafter placed upon a Lot or Unit subject to assessments provided, however, that such subordination shall apply only to the lien of assessments which have become due and payable prior to any sale or transfer of such property pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the new property Owner from liability for any assessment thereafter becoming due, or for that portion of any assessment previously due but which is attributable to a period of time after such sale or transfer (which portion of such assessment shall be due and payable within thirty (30) days after such sale or transfer), nor from the lien or any such assessment.
ARTICLE VI

RESTRICTIONS

Section 1. No Multi-Family Structure or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any Lot unless or until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme therefore, the grading plan of the Lot, including the grade elevations of said Multi-Family Structure, the Plot/Site Plan showing the proposed location of said Multi-Family Structure upon said Lot and the plans, specifications and details of said Multi-Family Structure shall have been approved in writing by Developer, his successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no Multi-Family Structure except such as conforms to said Plot/Site Plan, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said Lot.

Section 2. Said Lots shall be used only for Multi-Family Structures and said structures shall contain solely and exclusively private residences, Units, and such Units shall be occupied by a single family, including their family servants.

Section 3. No Multi-Family Structure shall be erected, reconstructed, placed or suffered to remain upon any Lot, nearer the front or streetline or lines than the building set-back line or lines shown upon the Plot/Site Plan or upon the recorded plat of said Kensington Woods Plat One nor nearer to any side line or rear line than shall be determined by Developer, in writing at the time of the approval of the plans and specifications for said Multi-Family Structure. This restriction as to the distance at which said Multi-Family Structure shall be placed from the front, side, and rear lines of said Lot shall apply to and include porches, verandas, portes cocheres, decks, patios, and other similar projections of said Multi-Family Structure. The parcel of land upon which a Multi-Family Structure is to be constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith may include one Lot or part of one, two or more Lots delineated on the recorded plat of Kensington Woods Plat One, but only with the written consent of Developer.

Section 4. No garage or carport, or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any such Lot except for the exclusive use of the families occupying Units of said Multi-Family Structure and the servants thereof, nor unless or until the size, location, type, style or architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conform to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said Lot. In the event a garage is an integral part of said Multi-Family Structure, said garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said Multi-Family Structure.

Section 5. The location of any and all driveways and parking areas shall be and remain as now established upon said Lots, or, if not now established, as shall be determined by Developer, in writing at the time of the approval of the plans and specifications for said Multi-Family Structure. No driveway and parking areas shall be located, relocated or suffered to remain upon said Lots except as now located or determined in writing by Developer. Complete specifications for construction of driveway and parking areas shall be submitted to Developer, and his approval thereof endorsed thereon in writing.

Section 6. No portion of the within described Lot nearer to any highway than the building set-back line or lines shown upon the Plot/Site Lot or upon the recorded plat of said Kensington Woods Plat One shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said Lots for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for the purpose of
beautifying said Lot, but no vegetables, so-called, nor 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 said Lot, and no mailbox or any unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fences, hedge, wall or enclosure of any kind, for any kind, for any purposes, shall be erected, placed or suffered to remain upon said Lot, nor shall a hedge be erected, placed or suffered to remain upon said Lot until a written consent of Developer, having been first obtained therefor, and to be subject to the terms and conditions of consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 7. In connection with the provisions contained in Section 4 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of a Lot, or by reason of the type of Multi-Family Structure to be erected thereon, or for any other reason satisfactory to the Developer, the enforcement of the provisions of said section would work a hardship, Developer, may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in his judgment, do material damage to any abutting or adjacent property.

Section 8. Developer reserves the exclusive right to grant consents or easements as the case may be, for the construction, operation and maintenance of electric light, telephone and telegraph, cable vision poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents or appurtenances in, through, under and/or upon any and all highways or private drives now existing or hereafter established, upon which any Lot or portion thereof of said Lot may now or hereafter front or abut.

Section 9. Developer reserves to himself, his successors and assigns, a perpetual easement in, through, under, on and/or over those areas designated on the plat of Kensington Woods Plat One, any plat for future phases within Kensington Woods, and/or on Exhibit "EE", See Plat Volume __, Page ___ and make a part of this Declaration, as Easement, Utility Easement, Driveway Easement, Drainage Easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision poles, lines and conduits, and for water, gas and sanitary or storm sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, and for driveways for ingress and egress purposes to Lots within Kensington Woods Plat Two; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Kensington Woods Plat One, over or upon which easements for the installation and maintenance of public utilities, driveways, and storm sewers will or have been granted. No owner of any Lot in Kensington Woods Plat One shall have the right to reserve or grant any easement or rights of way upon, under, on or over any of the Lots without the prior written consent of Developer, his successors and assigns.

Section 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said Lots, and no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said Lots. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said Lot; nor shall the Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or Owners of any adjoining land. 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 land or otherwise, shall be erected, placed or suffered to remain upon said Lot or upon or visible from the outside of said Multi-Family Structure without the consent of Developer, first having been obtained. The right is reserved by Developer to erect small structures and place signs on any unsold Lot or improvements thereon.

Section 11. No animals, rabbits, or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any Lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any Multi-Family Structure of domestic dogs, cats or other household pets.
calculated not to become and not becoming a nuisance to the Owners or inhabitants of Kensington Woods Plat One.

Section 12. No clothes, lines, blankets or other articles shall be hung out or exposed on any part of said Lot, except in rear yards and then only on portable laundry dryers of the revolving type not higher than seven feet from the ground. No more than one dryer may be used for each Unit in a Multi-Family Structure. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any porch or in front of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

Section 13. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any Lot in Kensington Woods Plat One, unless completely within a closed garage, or carport. No trailer, tent, shack, barn, house car, out buildings of any type shall be permitted on any Lot in Kensington Woods Plat One.

Section 14. Developer reserves the sole and exclusive right to establish grades and slopes on any Lot and to fix the grade at which any Multi-Family Structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 16. Developer reserves and is hereby granted the right in case of any violation of breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, 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 Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, 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 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, other than a Condominium Unit, without first obtaining the written consent of Developer.

Section 18. In all instances where plans and specifications are required to be submitted to and are approved by Developer if subsequent thereto there shall be any variance in the actual construction and location of any addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

Section 19. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, condition, consent or any other action by Developer any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Developer as then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 20. Developer may, as he deems advisable, adopt such other reasonable rules and regulations consistent with the provision and purpose of this Declaration for the maintenance, conservation and beautification of Kensington Woods Plat One and for the health, comfort, safety and general welfare of the Owners and Residents of the Lots in Kensington Woods Plat One.
Section 21. Enroachments Prohibited. Except as otherwise provided herein, no
structures or any part thereof shall be erected or maintained over any part of the
areas designated as easement, Maintenance, Recreation and Green Space Area, utility
easement, drainage easement, or words of similar import on the recorded plat of
Kensington Woods Plat One or separately recorded easement, except as specifically
approved in writing by Developer, his successors or assigns.

Section 22. Encroachment into Green Space and Private Park Area Prohibited.
Except as otherwise provided herein, or as provided in the Declaration of Restrictions
for Green Space and Private Park Area for Kensington Woods, as recorded in
Microfiche Number 33-2449, Lucas County, Ohio, Deed Records, no structures or
any part thereof shall be erected or maintained over any part of the areas designated
as Green Space and Private Park Area for Kensington Woods as set forth in Exhibit
"C", which is attached hereto and incorporated herein, except as specifically approved
in writing by the Developer, his heirs, successors or assigns, and as approved pursuant
to the Declaration of Easements, Restrictions, and Covenants for Green Space and
Private Park Area for Kensington Woods.

Section 23. The Developer, shall, in the event an Architectural Control
Committee shall be created by the Association, have the right, at the option of the
Developer, to assign any and all rights and duties of Developer as set forth in this
Declaration, relating to Architectural Control, to the Association, and the
Architectural Control Committee shall, in the event the Developer shall assign all rights
and duties to the Association, the Association shall assume all rights and
responsibilities as stated herein.

ARTICLE VII
PRIVATE ROAD, DRIVEWAY, AND PARKING EASEMENT AND AGREEMENT

Section 1. Private Road, Driveway and Parking Easement Area. The Developer,
pursuant to the Plat for Kensington Woods-Plat One, City of Toledo, Lucas County,
Ohio, recorded at Volume 83, Page 44, Lucas County, Ohio, Plat
Records, Exhibit "BB", sheets 1 and 2, has established a Private Road Easement for
Walnut Circle and the Developer and Rudder Construction & Development, Inc., grant
unto the Association and all subsequent Owners of Lots or Units contained in
Kensington Woods Plat One, in common with the Developer, and Rudder Construction
& Development, Inc., their heirs, successors, and assigns an easement, for Walnut
Circle, a private road, for driveway and parking purposes, on the land as set forth in
Exhibit "BB", (sheets 1 and 2), and designated as Walnut Circle (Private Road),
(hereinafter referred to as "Walnut Circle"). All subsequent Owners of Lots or Units,
their successors and assigns, their members, agents, employees, visitors, licensees,
invitees, customers, clients, tenants, and lessees, shall have the right to use Walnut
Circle, in common with the Developer, for private road, driveway, and parking
purposes. Said Walnut Circle shall be limited to the land described and delineated on
Exhibit "BB", sheets 1 and 2.

Section 2. Prohibition of Improvements on Private Road, Driveway and Parking
Easement Area. Neither, the Developer, the Association, nor any Owner of any Lot
shall build or maintain, or permit to be built or maintained, any structure or sign on
the land delineated as Walnut Circle;

This restriction shall not apply to the installation, maintenance, repair, or
replacement of private road, driveway and parking asphalt surfaces, or the placement,
on non-paved areas, of signs of not more than six square feet on each side, advertising
the sale of the Lot on which the sign is located.

Section 3. Driveway and Right-of-Way. The Developer, the Association, and all
Owners, their members, agents, employees, visitors, licensees, invitees, customers,
clients, tenants, and lessees, shall have a right-of-way at all times, for motor vehicles,
and pedestrian use, over the land as may be designated by the Developer, or the
Association as Walnut Circle.
Section 4. Maintenance of Walnut Circle. The Developer, or the Association, shall maintain and keep in good repair, Walnut Circle, hereinafter described, as set forth in this Declaration and the Code of Regulations for Kensington Woods Plat One Association. The Association shall keep Walnut Circle and rights-of-way striped, where applicable, and free and clear of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. Walnut Circle shall meet at equal grades, and no obstructions shall be erected or permitted anywhere within the Walnut Circle or permitted upon such easement which will in any way interfere with any rights granted by this Agreement. The parking areas, once designated by The Developer or the Association, shall not be changed or altered, except by the Developer or the Association, as the case may be. The Association shall maintain, at all times, insurance against claims for personal injury, or property damage, in an amount not less than One Million Dollars ($1,000,000.00) for personal injury, disease, illness or death suffered by one (1) person or in respect to any one (1) occurrence, and to a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) in respect to damage to or destruction of property arising out of any one (1) occurrence. The Association shall also provide such fire and extended coverage as it deems necessary.

Section 5. Prohibited Commercial Activities. No Owner, except as otherwise provided, shall operate or permit the operation upon Walnut Circle, any business, or other enterprise, or commercial use. The Developer shall be permitted to use said Walnut Circle for the purposes of construction, development, and sale of Lots.

Section 6. Parking Restriction. All parking, within Walnut Circle, by Owners of Lots, their invitees, licensees, employees, and guests, shall be limited to those paved areas designated by the Developer, or the Association, as parking areas. Said restrictions shall not apply to the Developer during the construction phase of Kensington Woods Plat One, nor shall said Restrictions apply to Developer or other owners parking outside Walnut Circle.

Section 7. Interference and Obstruction Prohibited. The Association, and all Owners shall use Walnut Circle in such a manner as will not restrict, interfere with, or obstruct the use thereof by other Owners, the Association, or the Developer, and their respective families, guests, invitees, and servants, except to the extent as may be approved by the Developer.

Section 8. Assessment for Expenses. Developer hereby covenants and agrees that each future owner of any real property within Kensington Woods Plat One, hereby covenants and agrees by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association, all assessments which may be levied by the Association, either pursuant to Article V hereof, or pursuant to this Article VII hereof, or pursuant to the Plat for Kensington Woods Plat One, recorded in Volume 83, Page 44, of Lucas County, Ohio, Plat Records, (Exhibit "BB", sheets 1 and 2).

Section 9. Disputes Submitted to Arbitration. In the event of any dispute arising concerning the Private Road, Driveway, and Parking Areas Agreement and Easement, said dispute shall be resolved according to the Ohio Arbitration Act.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Covenants to Run With Land. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, liens, charges, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed or other conveyance. Each grantee
accepting a deed, lease or other instrument conveying any interest in Kensington Woods Plat One, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

Section 7. Notices. Any notice required to be sent to any Member, Owner, Unit Owners Association or other organization under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person or organization which appears on the records of the Association at the time of such mailing.

Section 3. Construction of the Provisions of this Declaration. The Association shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of the Association and that of any other person or entity shall be resolved in favor of a reasonable construction of the Association.

Section 4. Code of Regulations. The Developer or the Association shall adopt a Code of Regulations in such form acceptable to the Developer.

Section 5. Rules. The Association, by vote of Members entitled to exercise a majority of the voting power of the Association, or the Board of Trustees, may adopt such reasonable rules and from time to time amend the same as it or they may deem advisable for the use, administration, maintenance, and conservation of the Maintenance, Recreation, and Green Space Area, and for the health, comfort, safety and general welfare of those with a right of enjoyment in the Green Space and Private Park Area. In the event such rules shall conflict with any provisions of this Declaration or the Code of Regulations, the provisions of this Declaration and of the Code of Regulations shall govern.

Section 6. Insurance. The Association shall maintain public liability insurance insuring the Developer, the Association, Trustees, Members and Residents against any occurrence upon, in, about or relating to the Maintenance, Recreation, and Green Space Area, which insurance shall afford protection to a limit of not less than One Million Dollars ($1,000,000.00) for personal injury, disease, illness or death suffered by one (1) person or in respect to any one (1) occurrence, and to a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) in respect to damage to or destruction of property arising out of any one (1) occurrence. The Association shall also provide such fire and extended coverage as it deems necessary.

Section 7. Board of Trustees. All actions of the Association herein provided shall be by action of the Board of Trustees of the Association, elected by the Members and/or appointed by the Developer, as provided herein and in the Code of Regulations of the Association.

Section 8. Amendment. This Declaration may be amended by the record Owners of all real property subject to this Declaration or by a vote of Members exercising not less than seventy-five percent (75%) of the voting power of the Association, provided, for a period of fifteen (15) years from the date this Declaration is filed for record, no amendment shall be made unless approved in writing by the Developer. Any amendment adopted hereunder shall be effective from the time a certificate thereof shall be filed with the Record's Office, Lucas County, Ohio.

Section 9. Assignability. The Developer, his successor and assigns, notwithstanding any other provisions herein to the contrary, shall at all times have the right
to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 10. Severability. Invalidation of any one of these provisions hereof by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 11. Right to Construe and Interpret Declaration. Developer shall have the right to construe and interpret these provisions of this Declaration, and his construction or interpretation made in good faith, shall be final and binding as to all persons and property benefited or bound by such Declaration.

Section 12. The Developer, presently contemplates the development of additional lands within Kensington Woods for Multi-Family and single family purposes, or for Maintenance, Recreation and Green Space Areas. Developer, hereby reserves the right at any time within ten (10) years from the date of this Declaration, in such proposal as Developer may deem advisable in order that such additional land may be developed by Developer, may be annexed and may be included as part of the real estate subject to this Declaration or as part of the Maintenance, Recreation, and Green Space Area. Each Owner of a Lot, Unit and/or Multi-Family Structure and his mortgagees by acceptance of a deed conveying ownership of such Lot, Unit or Multi-Family Structure or a mortgage encumbering the ownership of such Lot, Unit or Multi-Family Structure, as the case may be, thereby consents to and approves the provisions of this Section including, without limiting the generality of the foregoing, the amendments of this Declaration in the manner above provided, and all such Owners and their mortgagees, upon request of the Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Developer to be necessary or proper to effectuate said provisions. Developer by his execution and recording of this Declaration and the platting of Kensington Woods Plat One, does not represent or warrant that additional lands with Kensington Woods Plat One, will be developed or that any final plats thereof will be filed.

Section 13. In the event that Lots 1, 2, 3, and 4 of Kensington Woods Plat One, (all of Kensington Woods Plat One), shall be submitted to the Ohio Condominium Law (Chapter 3511 of the Ohio Revised Code) as one Condominium Property, or Development, with one Unit Owners' Association, then all rights, duties, and responsibilities of the Association, as contained in this Declaration, shall be assigned to the Condominium Unit Owners' Association for such Condominium Development or Property. Upon such assignment, any provisions contained in this Declaration, which shall be in conflict with the Declaration of Condominium for such Condominium Development or Property, shall be construed in favor of the Declaration of Condominium, for such Condominium Property or Development. Provided, however, that the restrictions contained in Article VI hereof, shall be control, and shall be amended only as set forth in this Declaration.

Section 14. A violation of any of the rules and regulations adopted by Developer or by the Association, as the case may be, shall be deemed a violation of this Declaration, and may be enjoined as provided herein.

Section 15. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendents of Robert A. Taft, Jr., United States Senator from Ohio, and Joseph P. Kennedy, father of the late President of the United States.

IN WITNESS WHEREOF, William G. Robinson, Jr., Kensington Woods Plat One Association, and Rudder Construction & Development, Inc., have caused this Declaration for Restrictions and Covenants to be executed on their behalf by their duly authorized officers, effective the ________ day of __________, 1980.
Signed and acknowledged in the presence of:

WILLIAM ROBINSON, JR.

KENSINGTON WOODS PLAT ONE ASSOCIATION
BY: ____________________________

RUDDER CONSTRUCTION & DEVELOPMENT, INC.
BY: ____________________________

STATE OF OHIO, LUCAS COUNTY, SS:

Before me, a Notary Public in and for said County, this day personally appeared the above-named WILLIAM ROBINSON, JR., who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the respective WILLIAM ROBINSON, JR.

WITNESS my signature and notarial seal at Toledo, Ohio this ______ day of ______, 1980.

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County, this day personally appeared the above-named KENSINGTON WOODS PLAT ONE ASSOCIATION, by: ____________________________, its President, and ____________________________, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

WITNESS my signature and notarial seal at Lucas County, Ohio, this ______ day of ______, 1980.

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County, this day personally appeared the above-named RUDDER CONSTRUCTION & DEVELOPMENT, INC., by: ____________________________, its ______, and ____________________________, its ______, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.
WITNESS my signature and notarial seal at Lucas County, Ohio, this ______ day of _______, 1980.

[Signature]

Notary Public
LAWRENCE B. LARUE, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 477.93 R.C.

CONSENT OF DOWER

Now comes Roberta J. Robinson, wife of William G. Robinson, with right of dower in the aforementioned real estate, and hereby consents to the execution and delivery of the foregoing Declaration of Restrictions and Covenants For Kensington Woods Plat One, with exhibits thereto and to the filing thereof in the office of the County Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, Roberta J. Robinson, has caused the execution of the aforesaid Consent this ______ day of ________, 1980.

Signed in the presence of:

____________________________
Roberta J. Robinson

STATE OF OHIO
)
COUNTY OF LUCAS

Before me, a Notary Public in and for said county, personally appeared Roberta J. Robinson, who acknowledged that she did sign said instrument and that said instrument is the voluntary act and deed of the said Roberta J. Robinson, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this ______ day of ________, 1980.

[Signature]

Notary Public
LAWRENCE B. LARUE, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 477.93 R.C.

CONSENT OF MORTGAGEE

WHEREAS, the Toledo Trust Company, is the mortgagee of Lot two (2)
Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio,
by virtue of a mortgage from the owner thereof, dated
Recorder's Office; now therefore, the Toledo Trust Company, mortgagee, in consideration of the enhancement in the value of the aforesaid land in Kensington Woods by reason of the adoption of the Declaration by the Developer, and in further consideration of and on the condition that in the event the Toledo Trust Company succeeds to the interest of the Developer in the aforesaid land, it shall have all the rights and obligations of the Developer, set forth in such restrictions does for itself, its successors and assigns, hereby consent to the adoption of the aforesaid Declaration in its entirety to run with the land as each Lot in Kensington Woods Plat One.

IN WITNESS WHEREOF, said Toledo Trust Company has caused its name to be subscribed hereto by its duly authorized officers at the City of Toledo, Lucas County, Ohio, this 30 day of July, 1980.

TOLEDO TRUST COMPANY

Witness

By: James L. Rose, Asst. Vice-President

Witness

By: James H. Kessler, Asst. Treasurer

STATE OF OHIO, COUNTY OF LUCAS, ss:

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

James G. Rose, Asst. Vice-President and James H. Kessler, Asst. Treasurer

as officers, of the said Toledo Trust Company, who acknowledged that they did sign said instrument as such officers of said Toledo Trust Company, in behalf of said grantor corporation, and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of said James G. Rose, Asst. Vice-President and James H. Kessler, Asst. Treasurer, as such officers, and the voluntary act and deed of said Toledo Trust Company for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 30 day of July, 1980.

Notary Public
CONSENT OF MORTGAGEE

WHEREAS, First Federal Savings and Loan Association of Toledo, is the mortgagee of Lot one (1), Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, by virtue of a mortgage from the owner thereof, dated ____________________________, 19____, recorded in Volume ______________________ of Mortgages, page __________, Lucas County Recorder's Office; now therefore, First Federal Savings and Loan Association of Toledo, mortgagee, in consideration of the enhancement in the value of the aforesaid land in Kensington Woods by reason of the adoption of the Declaration by the Developer, and in further consideration of and on the condition that in the event First Federal Savings and Loan Association of Toledo, succeeds to the interest of the Developer in the aforesaid land, it shall have all the rights and obligations of the Developer, set forth in such restrictions does for itself, its successors and assigns, hereby consent to the adoption of the aforesaid Declaration in its entirety to run with the land as each Lot in Kensington Woods Plat One.

IN WITNESS WHEREOF, said First Federal Savings and Loan Association of Toledo, has caused its name to be subscribed hereto by its duly authorized officers at the City of Toledo, Lucas County, Ohio, this 30th day of July, 1980.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO

By: ________________
John N. Waldvogel, Vice President

Witness

By: ________________
Larry J. Kosakowski, Asst. Treasurer

STATE OF OHIO, COUNTY OF LUCAS, ss:

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

John N. Waldvogel and Larry J. Kosakowski

as Vice President and Assistant Treasurer, of the said First Federal Savings and Loan Association of Toledo, who acknowledged that they did sign said instrument as such officers of said First Federal Savings and Loan Association of Toledo, in behalf of said grantor corporation, and by authority of its
Board of Directors: and that said instrument is the voluntary act and deed of said
John N. Waldoxel  ________________  Vice President and  Larry J. Kosakowski, Assistant
Treasurer, as such officers, and the voluntary act and deed of said First Federal
Savings and Loan Association of Toledo, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed my official seal this __________ day of __________, 1980.

________________________________________
Notary Public

THIS INSTRUMENT PREPARED BY:

KEAN AND LARUE
Lawrence B. LaRue
309 N. Reynolds, Suite A
Toledo, Ohio 43615
MAINTENANCE AND RECREATION EASEMENT AREA FOR LOTS 1, 2, 3, and 4. KENSINGTON WOODS PLAT ONE, CITY OF TOLEDO, LUCAS COUNTY.
EXHIBIT "AA"

LEGAL DESCRIPTION FOR MAINTENANCE, RECREATION, AND
GREEN SPACE EASEMENT AREA

All that portion of land lying within Lots 1, 2, 3 and 4 of Kensington Woods Plat
One, a Subdivision in the City of Toledo, Lucas County, Ohio, being bounded and
described in the following two (2) easement areas:

Easement 1

BEGINNING at the Northwest Corner of Lot 1; thence North on and along the east
R/W line of Holland Sylvania Road a distance of 61.00' to a point; thence due East a
distance of 279.05' on a line being parallel and 11.00 feet North of the most southerly
line of Lot 2; to a point on a boundry line of lot 2; thence North 50° 00' 00" E a
distance of 13.79 feet to a point; thence due North a distance of 84.38 feet to a point;
thence due East a distance of 55.50 feet to a point; thence due North a distance of
70.00 feet to a point; thence due East a distance of 77.50 feet to a point; thence due
South a distance of 145.52 feet to a point on a Southerly lot Line of Lot #1; thence
North 50° 00' 00" E a distance of 23.00 feet on and along a southerly lot line of Lot
2 to a point; thence on a curve to the left being convex to the Southeast, having a
central angle of 4° 47' 10", a radius 172.44 feet, an arc distance of 14.41 feet, a chord
bearing of North 47° 23' 45" East, a chord distance of 14.40 feet, to a point of
tangency; thence North 47° 05' 00" E a distance of 83.07 feet on a point of Curvature;
thence on a curve to the left being convex to the Southeast, having a
central angle of 40° 30' 00", a radius of 172.44 feet an arc distance of 128.56 feet to a
point of tangency; thence North 45° 30' 00" E a distance of 77.30 feet to a point of
curvature; thence to the left on a curve being convex to the East, having a central
angle of 25° 00' 00", a radius of 202.35 feet, an arc distance of 175.61 feet to a point of
doing curvature; thence on a curve to the left being convex to the Northeast,
having a central angle of 39° 24' 13", a radius of 175.44 feet, an arc distance of 153.23
feet to a point, said point lying on a line being parallel and 30.00 feet south of a south
line of lot 4; thence due West a distance of 215.61 feet to a point, said point lying
30.00 feet south of the southwest corner of Lot #4 and also lying on the east R/W line
of Holland Sylvania Road, thence due North on and along the easterly R/W line of
Holland Sylvania Road a distance of 57.00 feet to a point, said point being 27.00 feet
north of the southwest corner of lot 4; thence due East a distance of 195.00 feet
along a line being parallel and 27.00 feet north of a southeaster line of lot 4 to a point;
thence due North a distance of 343.00 feet to a point on the most northerly plat line of
Kensington Woods Plat #1 and also being 195.00 feet west of the east R/W line of
Holland Sylvania Road as measured along said North plat line; thence due east on and
also north plat line a distance of 224.00 feet to a point; thence due South a
distance of 185.00 feet to a point; thence due West a distance of 75.00 feet to a point;
thence due North a distance of 20.00 feet to a point; thence due West a distance of
110.00 feet to a point; thence due North a distance of 70.00 feet to a point; thence due
West a distance of 24.00 feet to a point; thence due South a distance of 248.00 feet to
a point, said point lying on a line parallel to and 27.00 feet north of the most westerly
southern line of lot 4, a distance of 220.00 feet west of the easterly R/W line of
Holland Sylvania Road; thence due East a distance of 60.00 feet to a point of
curvature; thence on a curve to the right being convex to the northeast having a
central angle of 61° 51' 13", a radius of 212.00 feet an arc distance of 223.86 feet to a
point; thence due East a distance of 154.07 feet to a point, said point being the
southeast corner of Lot #4; thence due South a distance of 7.50 feet to a point; thence
due East a distance of 70.00 feet to a point; thence due South a distance of 10.00 feet
to a point; thence due West a distance of 70.00 feet to a point; thence due South a
distance of 7.50 feet to a point; said point lying on a northerly lot corner of lot 3;
thence due East a distance of 145.71 feet to a point; thence on a curve to the right,
having a chord distance of 0.86 feet, a chord bearing of South 29° 36' 33" East, a
central angle of 00° 13' 07", a radius of 212.00 feet, an arc distance of 0.81 feet to a
point of double curvature; thence on a curve to the right being convex to the northeast
having a central angle of 25° 00' 00", a radius of 457.00 feet, an arc distance of 190.40
feet to a point of tangency; thence South 45° 00' 00" West a distance of 77.30 feet to a
point of curvature; thence on a curve to the right being convex to the southeast having
a central angle of 40° 30' 00", a radius of 227.00 feet, an arc distance of 160.46 feet to a
point of tangency; thence South 45° 00' 00" West a distance of 83.57 feet to a point of
curvature; thence on a curve to the right being convex to the southeast, having a
central angle of 17° 27' 21" a radius of 227.00 feet to a point on a Northwesterly line of Lot #1, said point lying 7.07' southerly of the northeast corner of lot 1, as measured along said Northwesterly line; thence South 69° 00' 00" West a distance of 63.75 feet to a point on line being 8.00 feet south of and parallel to the most westerly north line of lot 1; thence due West on a line being parallel to and 3.00 feet from the most westerly north line of lot 1 a distance of 225.68 feet to a point on the east R/W line of Holland Sylvania Road; thence due North 8.00 feet to the point of BEGINNING.

Easement #2

A 10' wide parcel of land lying 5.00 feet on either side of the following described center line:

Commencing at the northwest corner of Lot 1, said point lying on the east R/W line of Holland Sylvania Road; thence East on and along the north line of lot 1, a distance of 273.40 feet to a point; thence North 69° 00' 00" East a distance of 34.95 feet to a point; thence south 2° 10' 04" - East a distance of 7.99 feet to the point of BEGINNING; thence continuing S - 2° 10' 04" E a distance of 66.55 feet to a point; thence South 76° 24' 59" East a distance of 59.00 feet to a point; thence South 53° 07' 59" East a distance of 40.00 feet to the point of termination.

Bearings for the two easement descriptions are, for indication of angular differences only the East R/W line of Holland Sylvania Road having an assumed bearing of due North & South.
EXHIBIT "CC"

LEGAL DESCRIPTION FOR KENSINGTON WOODS

PARCEL 1: The North 10 rods of the West 1/2 of the Southwest 1/4 of Section number 14, Township Number 2 in the United States Reserve of 12 miles square at the foot of the rapids of the Miami of Lake Erie in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

Subject to legal highways.

PARCEL 2: That part of the West 1/2 of the Northwest 1/4 of Section 14 in Township 2 in the United States Reserve of 12 miles square at the foot of the rapids of the Miami of Lake Erie, in the CITY of TOLEDO, LUCAS COUNTY, OHIO, bounded and described as follows, viz:

Beginning at the Northwest corner of said Section number 14 running thence East along the North line of said Section number 14, a distance of 1301.6 feet; thence Southerly to a point in the East and West center line of said Section number 14, which point is 1301.06 feet East of the Southwest corner of the Northwest 1/4 of said Section 14; thence West along said East and West center line of said Section 14 to the Southwest corner of the Northwest 1/4 of said Section 14; thence North along the West line of said Section 14 to the place of beginning, excepting therefrom the right of way of The Lake Shore and Michigan Southern Railroad Company and also excepting therefrom that part lying North of the right of way of said The Lake Shore and Michigan Southern Railroad Company.

Subject to legal highways.
EXHIBIT "FE"
THAT PORTION OF KENSINGTON WOODS
OWNED BY WILLIAM C. ROBINSON, JR.,
EXCEPTING PLAT ONE

PARCEL 1: The North 10 rods of the West 1/2 of the Southwest 1/4 of Section number 14, Township Number 2 in the United States Reserve of 12 miles square at the foot of the rapids of the Miami of Lake Erie in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

Subject to legal highways.

PARCEL 2: That part of the West 1/2 of the Northwest 1/4 of Section 14 in Town 2 in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie, in the CITY of TOLEDO, LUCAS COUNTY, OHIO, bounded and described as follows, viz:

Beginning at the Northwest corner of said Section number 14 running thence East along the North line of said Section number 14, a distance of 1301.06 feet thence Southerly to a point in the East and West center line of said Section number 14, which point is 1301.06 feet East of the Southwest corner of the Northwest 1/4 of said Section 14; thence West along said East and West center line of said Section 14 to the Southwest corner of the Northwest 1/4 of said Section 14; thence North along the West line of said Section 14 to the place of beginning, excepting therefrom the right of way of The Lake Shore and Michigan Southern Railroad Company and also excepting therefrom that part lying North of the right of way of said The Lake Shore and Michigan Southern Railroad Company.

And Further Excepting that portion of the real estate hereinbefore described lying within Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio, recorded in Volume 83, Page 44, Lucas County, Ohio, Record of Plats.

Subject to legal highways.
SCHEDULE C

SCHEDULE OF PERCENTAGES OF ASSESSMENT
BY THE KENSINGTON WOODS PLAT ONE ASSOCIATION

The following schedule of percentages or fraction of assessments to be assessed against each lot in Kensington Woods Plat One is based upon a proposed total of two hundred fifty-two (252) units to be constructed thereon.

A. The Owner or Owners of Lot 1 or the individual Unit Owners thereof shall be assessed 38/3502nds or 13% of the total assessment;

B. The Owner or Owners of Lot 2 or the individual Unit Owners thereof shall pay 80/2502nds or 32% of the total assessment;

C. The Owner or Owners of Lot 3 or the Unit Owners thereof shall pay 66/2502nds or 26% of the total assessment; and

D. The Owner or Owners of Lot 4 or the individual Unit Owners thereof shall be assessed 68/2502nds or 27% of the total assessment.

RECEIVED & RECORDED 3-1-1980

SANDY ISENBerg
RECORHER, LUCAS COUNTY, OHIO
AFFIDAVIT & AMENDMENT
AMENDMENT TO PLAT FOR
KENNINGTON WOODS PLAT TWO
a subdivision in the City of Toledo
Lucas County, Ohio

The undersigned, Kensington Village Investors Limited Partnership, an Ohio limited partnership, as successor in interest to Kensington Investors, an Ohio general partnership, being the owner of all of the lots in Kensington Woods, Plat Two, a Subdivision in the City of Toledo, Lucas County, Ohio, as recorded in Volume 113 of Plats, Page 2, does hereby amend the Owner's Certification shown on said Plat by amending the last full sentence of same in its entirety to read as follows:

"Buildings constructed with basements are prohibited."

KENNINGTON VILLAGE
INVESTORS LIMITED
PARTNERSHIP, an Ohio
limited partnership

By: KTC Management Co., an Ohio corporation, general partner,

By: James Kessler, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 23rd
day of August, 1995 by James Kessler, the President of KTC,
Management Co. an Ohio corporation, as general partner of Kensington
Village Limited Partnership, on behalf of said partnership.

[Signature]
Notary Public, State of Ohio
My Commission Expires 6-10-97

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
600 Madison Ave., Ste 930
Toledo, Ohio 43604

RECEIVED & Recorder
SUE RIoux
RECORDE,LUCAS COUNTY,OHIO

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