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.
DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS
OF GREEN SPACE AND PRIVATE PARK AREAS

FOR

KENSINGTON WOODS

THIS DECLARATION, made this __ day of __________, 1980, by William G. Robinson, Jr., (hereinafter called the "Developer") and Kensington Woods Association, an Ohio non-profit corporation (hereinafter called the "Association");

WITNESSETH THAT

WHEREAS, the Developer owns certain real property, being a portion of real estate project in the City of Toledo, Lucas County, Ohio, known as Kensington Woods, said real estate described in "Exhibit A", which is attached hereto and incorporated herein, (herein referred to as Kensington Woods), and desires to provide in Kensington Woods certain Green Space and Private Park Area, described in Exhibit "B", which is attached hereto and incorporated herein, (hereinafter referred to as "Green Space and Private Park Area"), which may include such uses and facilities as pedestrian walkways, parkland, open areas, bridle paths, paths, drainage ways, and other facilities; and,

WHEREAS, Rudder Construction & Development, Inc., owns certain real property, being the remaining portion of that real estate project in the City of Toledo, Lucas County, Ohio, known as Kensington Woods, and described as:

Lot number One (1) in Kensington Woods Plat One (1),
A Subdivision in the City of Toledo, Lucas County, Ohio; and

WHEREAS, Rudder Construction & Development, Inc., desires to provide in Kensington Woods, certain Green Space and Private Park Area, described in Exhibit "D", which is attached hereto and incorporated herein, (hereinafter referred to as "Green Space and Private Park Area"), which may include such uses and facilities as pedestrian walkways, parkland, open areas, bridle paths, paths, drainage ways, and other facilities; and,

WHEREAS, the Developer and Rudder Construction & Development, Inc., are the owners of such Green Space and Private Park Area; and,

WHEREAS, the Developer desires to provide for the maintenance of said Green Space and Private Park Area and to this end, desires to provide that certain other real property in Kensington Woods owned by him (as described in "Exhibit C" hereof) shall hereupon be subject to the covenants, charges and liens hereinafter set forth; and,

WHEREAS, the Developer has deemed it is, desirable to create an agency, the Kensington Woods Association, (hereinafter referred to as the Association) to which the powers and responsibilities of maintaining and administering the Green Space and Private Park Area and collecting and disbursing the assessments and charges hereinafter created shall be delegated and assigned and to which certain easement rights to the Green Space and Private Park Areas shall be granted; and,

WHEREAS, the Developer has caused the Association to be incorporated under the laws of the State of Ohio as a non-profit corporation, for the purposes of exercising the functions aforesaid; and,

WHEREAS, the Association joins in this Declaration for the purpose of accepting the duties, covenants and responsibilities imposed upon it by the provisions hereof.
WHEREAS, the Developer desires to reserve the right to, by separate declaration, easements, restrictions, covenants, and agreements, for the orderly development of Kensington Woods and more specifically Kensington Woods Plat One, Kensington Woods Plat Two, and the remaining real estate contained within Kensington Woods and that further nothing herein shall be construed to prohibit or prevent Developer from making such other declaration, easement, restrictions, covenants or agreements. Kensington Woods Plat One is described in "Exhibit E", which is attached hereto and incorporated herein, (hereinafter referred to as Kensington Woods Plat One). Kensington Woods Plat Two is described in "Exhibit F", which is attached hereto and incorporated herein, (hereinafter referred to as Kensington Woods Plat Two). The remaining real estate contained within Kensington Woods is described on "Exhibit G", which is attached hereto and incorporated herein, (hereinafter referred to as unplatted real estate.)

NOW, THEREFORE, the Developer declares that the real property described in "Exhibit A" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions and covenants, charges and liens hereinafter set forth.

WHEREAS, Rudder Construction & Development, Inc., desires to join in in this Declaration for the purposes as herein set forth.

ARTICLE I

DEFINITIONS

Section 1. 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 the Kensington Woods Association, its successors and assigns.

(b) "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 A", and owned by William G. Robinson, Jr., and the real estate hereinbefore described and owned by Rudder Construction & Development, Inc.

(c) "Green Space and Private Park Area" shall mean and refer to those areas of land in Kensington Woods which are described in "Exhibit B" hereof, and all pedestrian walkways, parkland, open areas, bridle paths, drainage ways, and other facilities as may be constructed thereon. "Green Space and Private Park Area" may include "Common Areas and Facilities" of any "Condominium Property" located within Kensington Woods, and such "Common Areas and Facilities" of any "Condominium Property" may encroach into said Green Space and Private Park Area with the consent of the Developer. Separate easements granted to such homeowners associations as may now be formed or as may be formed in the future regarding Kensington Woods Plat I, Kensington Woods Plat II, or the unplatted real estate may encroach into said Green Space and Private Park Area with the consent of the Developer.

(d) "Declaration" shall mean and refer to this Declaration of Green Space and Private Park Area and any supplements or amendments hereto.

(e) "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.

(f) "Lot" shall mean and refer to any parcel of land shown, now or in the future, upon any recorded plat or map of Kensington Woods, or any portion thereof, whether previously hereto or hereafter filed for record, which has been subdivided into separate lots for the purpose of construction, a multi-family structure or single family structure.

(g) "Member" shall mean and refer to a member of the Association.
(b) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Unit situated upon The Kensington Woods but, notwithstanding any applicable theory of mortgages, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or by deed or any proceeding in lieu of foreclosure.

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

(j) "Unit" shall mean and refer to a condominium unit or other living unit within a multi-family structure located upon real property comprising a part of Kensington Woods.

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) is located in the City of Toledo, Lucas County, Ohio, and is more particularly described in "Exhibit A", attached hereto and made a part hereof.

Section 2. Additions to Existing Property. The Developer from time to time may annex to Kensington Woods additional real property and thereby subject to the same to this Declaration; 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 in its absolute discretion. From and after the expiration of said fifteen (15) year period, additional lands may be annexed to Kensington Woods only if each such 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 "Exhibit A" hereof and all or any real estate, as may be annexed by the Developer, from time to time to Kensington Woods, (ii) that neither anything contained in this Declaration, nor in 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, or to one vote for each Unit as 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 right 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 and shall be subject to the provisions of Article III, Section 2 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
GREEN SPACE AND PRIVATE PARK 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 shall have a right and easement of enjoyment in the Green Space and Private Park 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 enjoyment in the Green Space and Private Park 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 Green Space and Private Park 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 Green Space and Private Park 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 Green Space and Private Park 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 Green Space and Private Park 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 Green Space and Private Park Area or any buildings or facilities located thereon; and,
(f) the right of the Association 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 Green Space and Private Park Area to any Owner of real property within Kensington Woods if no portion of such real property is subject to assessments as hereinafter provided; and

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

(i) the right of the Association, or the Developer, prior to the formation of the Association, to promulgate rules and regulations, providing for the orderly use and enjoyment of the Green Space and Private Park Area.

Section 3. Privileges of Residents and Family Members. The right of enjoyment of an Owner in the Green Space and Private Park 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 located thereon, to the same extent as any Owner or Resident of a Lot or Unit located within Kensington Woods, and subject to the provisions of Section 2 of ARTICLE IV. Such Owners and Residents and other persons, shall be subject to the Rules and Regulations of the Association concerning use of the Green Space and Private Park Area, but shall not be subject to assessments by the Association, unless their Lot or Unit has been annexed to Kensington Woods. The Owners of Lots or Units which have been annexed to Kensington Woods shall be subject to assessments by the Association.

Section 4. Easements to Other Owners And Residents. Every Owner or Resident of any property outside Kensington Woods, but within those areas as may be annexed to Kensington Woods by the Developer, and such other persons as the Developer may designate, shall have an easement of enjoyment in, on and over the Green Space and Private Park Area, including the facilities located thereon, to the same extent as any Owner or Resident of a Lot or Unit located within Kensington Woods, and subject to the provisions of Section 2 of ARTICLE IV. Such Owners and Residents and other persons, shall be subject to the Rules and Regulations of the Association concerning use of the Green Space and Private Park Area, but shall not be subject to assessments by the Association, unless their Lot or Unit has been annexed to Kensington Woods. The Owners of Lots or Units which have been annexed to Kensington Woods shall be subject to assessments by the Association.

Section 5. Easement for Green Space and Private Park Area. The real estate described in "Exhibit B" hereof shall constitute the Green Space and Private Park Area. The Developer shall grant to the Association, its successors and assigns, an easement in perpetuity in common with the Developer, for maintenance, repair, replacement, construction and installation of the pedestrian walkways, parkland, open areas, bridle path, drainage, walkways and other facilities, paths and landscaping, including the right to repair, trim, prune, install and replace trees, shrubs, grass, bushes, hedges and other fructus naturales, over, under and upon the real estate described in "Exhibit B" hereof, subject to (i) zoning regulations, (ii) other easements, conditions and restrictions of record, (iii) the provisions of this Declaration, (iv) the reservation by the Developer of construction easements and the right to grant utility easements, on over or under the Green Space and Private Park Area as hereinafter provided in Sections 6 and 7 of this ARTICLE IV, (v) easements of enjoyment to Residents and Owners of real property annexed to Kensington Woods and such other persons as the Developer may designate, in, over and on the Green Space and Private Park Area, as hereinafter provided in Section 4 of this ARTICLE IV, and (vi) easements of enjoyment to Owners and Residents of Kensington Woods as set forth in this Declaration.
Section 6. Reservation of Construction Easements. The Developer shall have and hereby reserves easements in favor of himself, in, on or over the Green Space and Private Park Area for the purpose of access to construct residential structures or other improvements upon any other real property located within the Kensington Woods project.

Section 7. Reservations of Right to Grant Utility Easements. The Developer shall have and hereby reserve the right, for himself, his successors and assigns, to grant easements in, on, over or under the Green Space and Private Park Area for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water, sewer, gas, electric, telephone and television wires, lines, mains and conduits.

Section 8. Encroachments Prohibited. Except as otherwise provided herein, no structure or any part thereof shall be erected or maintained over any part of the areas designated as Green Space and Private Park Areas and as described in Exhibit "C", without the express written consent of Developer. The term "structure", for this purpose, shall include houses, multi-family structures, garages, carports, other buildings, swimming pools and similar structures.

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 Kensington Woods 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 shall first occur. 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 Kensington Woods 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 property against which each such assessment is made. Each such assessment, together with 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 Owners Association for Units comprising a portion of Kensington Woods, or a neighborhood community organization of Owners of Lots, 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, including without limiting the generality of the foregoing, the payment of any mortgages 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 thereof, 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, and shall on or before December 15, notify each Member, or the Unit Owners
Association or other organization, 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 owed 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 beginning on the date as set forth of Section 4 of ARTICLE V.

Section 4. Budget for First Year. The Association shall determine the "estimated cash requirement", as herebefore 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 ending on December 31st of the year of such conveyance. Such purchaser shall be other than the Developer, as defined in this Declaration. Assessments shall be levied against and paid by the Members for said period as provided in Section 2 of this ARTICLE V.

Section 5. 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 6. 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 7. 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 grantor'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 Owner(s) 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 8. 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 assessment; 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
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, assessments 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, 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 2. 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 initial Code of Regulations of the Association shall be that of the Developer, and in such form as approved by the Developer in writing.

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, conservation and beautification of the Green Space and Private Park 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 Green Space and Private Park 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 Recorder'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. 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 descendants 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 Association, and Rudder Construction & Development, Inc., have caused this Declaration of Green Space and Private Park Area to be executed on its behalf by their duly authorized officers, effective the day of 1989.

Signed and acknowledged in the presence of:  

WILLIAM G. ROBINSON, JR.  

[Signature]
KENSINGTON WOODS ASSOCIATION
BY: ____________________________

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 G. 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 G. Robinson, Jr.

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

Notary Public
Lawrence G. Lahr, Attorney at Law
Notary Public - State of Ohio
My Commission No.: _______ Expiration Date
Section 7, R.C.

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 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.

Notary Public
Lawrence G. Lahr, Attorney at Law
Notary Public - State of Ohio
My Commission No.: _______ Expiration Date
Section 7, R.C.

STATE OF OHIO, LUCAS COUNTY, SS:

Before me, a Notary Public in and for said County, this day personally appeared the above-named Rudder Construction & Development, Inc., by ______, 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.

Notary Public
Lawrence G. Lahr, Attorney at Law
Notary Public - State of Ohio
My Commission No.: _______ Expiration Date
Section 7, R.C.
CONSENT OF DOWER

Now comes Roberta J. Robinson, wife of William G. Robinson, Jr., with right of dower in the aforementioned real estate set forth on Exhibit "A", and hereby consents to the execution and delivery of the foregoing Declaration of Easements, Restrictions and Covenants of Green Space and Private Park Areas 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:

[Signature]

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

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.

[Notary Public]

CONSENT OF MORTGAGEE

WHEREAS, the Toledo Trust Company, is the mortgagee of all the land as shown on Exhibit "A", by virtue of a mortgage from the owner thereof, dated __________, 19__ recorded in Volume __________ of Mortgages, page __________, Lucas County.
Recorder's Officer; now therefore, the Toledo Trust Company, mortgagee, in considera-
tion 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 considera-
tion 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.

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

By: James H. Kessler, Asst. Vice-President

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 31 day of July, 1980.

Notary Public

[Signature]
CONSENT OF MORTGAGEE

WHEREAS, First Federal Savings and Loan Association of Toledo, is the mortgagee of all the land as shown on the recorded plat of Kensington Woods, 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.

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

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. Waldvogel
Larry J. Kossowski

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 30th day of July, 1989.

/ / Notary Public

My Commission Expires: 7-21-1982
EXHIBIT "A"
THAT PORTION OF KENSINGTON WOODS
OWNED BY WILLIAM G. ROBINSON, JR.

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 1301.8 feet; thence Southerly to a point in the East and West center line of said Section number 14, which point is 1301.05 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 Lot One, 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.
EXHIBIT "H"

LEGAL DESCRIPTION FOR GREEN SPACE AND PRIVATE PARK AREA IN KENSINGTON WOODS

That parcel of land lying in the West 1/2 of the North West 1/4 of Section 14, Town 2, U.S. Reserve, City of Toledo, Lucas County, Ohio, being bounded and described as follows:

Commencing at the South West corner of said North West 1/4; thence East a distance of 50.00 feet to a point; thence North a distance of 35.00 feet to the point of BEGINNING; thence North a distance of 100.00 feet to a point; thence East a distance of 124.01 feet to a point; thence N-53°-00'-00"-E a distance of 251.82 feet to a point; thence N-26°-30'-00"-E a distance of 107.49 feet to a point; thence N-47°-30'-00"-E a distance of 224.72 feet to a point; thence S-8°-00'-00"-E a distance of 106.11 feet to a point; thence N-30°-00'-00"-E a distance of 199.25 feet to a point; thence North a distance of 129.00 feet to a point; thence West a distance of 114.44 feet to a point; thence North a distance of 341.56 feet to a point; thence N-45°-00'-00"-W a distance of 155.56 feet to a point; thence West a distance of 50.00 feet to a point; thence North a distance of 129.00 feet to a point; thence West a distance of 260.00 feet to a point; thence South a distance of 34.00 feet to a point; thence West a distance of 170.00 feet to a point; thence North a distance of 175.00 feet to a point; thence East a distance of 180.00 feet to a point; thence South a distance of 318.64 feet to a point; thence S-45°-00'-00"-E a distance of 260.00 feet to a point; thence S-26°-00'-10"-E a distance of 138.24 feet to a point; thence S-20°-00'-00"-E a distance of 275.00 feet to a point; thence S-63°-00'-00"-E a distance of 180.00 feet to a point; thence S-22°-00'-00"-W a distance of 375.00 feet to a point; thence S-32°-10'-43"-W a distance of 242.08 feet to a point; thence S-64°-48'-05"-W a distance of 100.00 feet to a point; thence N-30°-30'-15"-W a distance of 280.56 feet to a point; thence N-53°-58'-22"-W a distance of 128.46 feet to a point; thence N-88°-00'-00"-W a distance of 207.00 feet to a point; thence S-47°-30'-00"-W a distance of 195.00 feet to a point; thence S-28°-30'-00"-W a distance of 110.00 feet to a point; thence S-53°-00'-00"-W a distance of 305.00 feet to a point; thence S-73°-48'-25"-W a distance of 128.03 feet to the BEGINNING:

Said parcel containing 9.026 acres of land, more or less.

Hearings being used solely to indicate angular differences, the West line of said North West 1/4 being assumed as due North and South.

Excepting the following described parcel:
A parcel of land lying in the West 1/2 of the Northwest 1/4 of Section 14, Town 2 U. S. Reserve, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southwest corner of Lot #1; thence North 100.00 feet to a point; thence East 124.01 feet to a point; thence North 53°-00' 00" East 251.82 feet to a point; thence North 26°-30' 00" East 107.49 feet to a point; thence North 47°-30' 00" East a distance of 7.20 feet to a point; thence South 44°-51' 47" East 50.04 feet to a point; thence South 26°-30' 00" West 110.00 feet to a point; thence South 53°-00' 00" West 305.00 feet to a point; thence South 73°-48' 20" West 125.03 feet to the point of BEGINNING.

Bearing used to indicate angular differences only, the West line of the Northwest 1/4 being assumed as due North and South.
LEGAL DESCRIPTION FOR GREEN SPACE AND PRIVATE PARK AREA IN KENSINGTON WOODS LYING WITHIN LOT 1

A parcel of land lying in the West 1/2 of the Northwest 1/4 of Section 14, Town 2 U. S. Reserve, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southwest corner of Lot 1; thence North 100.00 feet to a point; thence East 124.01 feet to a point; thence North 55°-00'--00" East 251.82 feet to a point; thence North 26°-39'-49" East 107.49 feet to a point; thence North 47°-30'-00" East a distance of 7.20 feet to a point; thence South 44°-51'-47" East 50.04 feet to a point; thence South 25°-30'-00" West 110.00 feet to a point; thence South 53°-00'-00" West 305.00 feet to a point; thence South 73°-48'-25" West 125.03 feet to the point of BEGINNING.

Bearing used to indicate angular differences only, the West line of the Northwest 1/4 being assumed as due North and South.
EXHIBIT "E"

KENSINGTON WOODS PLAT ONE

Lots One (1), Two (2), Three (3) and Four (4) in Kensington Woods Plat One, a Subdivision in the City of Toledo, Lucas County, Ohio.
LEGAL DESCRIPTION FOR KENSINGTON WOODS PLAT TWO

KENSINGTON WOODS PLAT TWO, OF WHICH THIS IS A CORRECT PLAT, IS LAID OUT ON AND COMPRISETHIS PART OF THE WEST 1/2 OF SECTION 14, TOWN 2, U.S. RESERVE, CITY OF TOLEDO, LUCAS COUNTY, OHIO, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 POST OF SAID SECTION 14 THENCE NORTH ON AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14 A DISTANCE OF 35.00 FEET TO A POINT; THENCE EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 73°-43'-25" EAST A DISTANCE OF 126.00 FEET TO A POINT; THENCE NORTH 53°-00'-00" EAST A DISTANCE OF 305.00 FEET TO A POINT; THENCE NORTH 25°-30'-00" EAST A DISTANCE OF 119.00 FEET TO A POINT; THENCE NORTH 47°-30'-00" EAST A DISTANCE OF 195.00 FEET TO A POINT; THENCE SOUTH 53°-00'-00" EAST A DISTANCE OF 207.00 FEET TO A POINT; THENCE SOUTH 53°-55'-22" EAST A DISTANCE OF 122.40 FEET TO A POINT; THENCE SOUTH 36°-30'-15" EAST A DISTANCE OF 283.50 FEET TO A POINT; THENCE NORTH 64°-48'-05" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 32°-10'-43" EAST A DISTANCE OF 242.08 FEET TO A POINT; SAID POINT BEING A WESTERLY CORNER OF TIBARON PLAT 1, A SUBDIVISION IN THE CITY OF TOLEDO, RECORDED IN THE LUCAS COUNTY BOOK OF PLATS IN VOLUME 76 ON PAGE 46; THENCE NORTH 89°-25'-02" EAST ON AND ALONG THE BOUNDARY OF SAID TIBARON PLAT 1 A DISTANCE OF 37.42 FEET TO A POINT; THENCE SOUTH 0°-11'-15" EAST ON AND ALONG THE BOUNDARY OF SAID TIBARON PLAT 1 A DISTANCE OF 165.00 FEET TO A POINT THENCE SOUTH 89°-25'-02" WEST A DISTANCE OF 1341.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 0°-17'-10" WEST ON AND ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14 A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.88 ACRES OF LAND MORE OR LESS.

BEARINGS BEING USED SOLELY TO INDICATE ANGULAR CHANGE IN DIRECTION AND BEING BASED ON AND DERIVED FROM THOSE ON THE PLAT OF KENSINGTON WOODS PLAT ONE, A SUBDIVISION RECORDED IN VOLUME 83, PAGES 44 & 45 OF THE LUCAS COUNTY BOOK OF PLATS.

SUBJECT TO PUBLIC HIGHWAYS AND EASEMENTS OF RECORD.
LEGAL DESCRIPTION OF REMAINING UNPLATTED PORTION OF 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 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 1301.6 feet; thence Southerly to a point in the East and West center line of said Section number 14, which point is 1301.66 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.

Excepting the following described parcels:

PARCEL 1:

Plat One, Kensington Woods, a Subdivision in the City of Toledo, Lucas County, Ohio.

PARCEL 2:

KENSINGTON WOODS PLAT TWO, OF WHICH THIS IS A CORRECT PLAT, IS LAID OUT ON AND COMPRIS ES ALL THAT PART OF THE WEST 1/2 OF SECTION 14, TOWN 2, U. S. RESERVE, CITY OF TOLEDO, LUCAS COUNTY, OHIO, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 POST OF SAID SECTION 14, THENCE NORTH ON AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14 A DISTANCE OF 35.00 FEET TO A POINT; THENCE EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 73°-48' -25" EAST A DISTANCE OF 126.03 FEET TO A POINT; THENCE NORTH 53°-00'-00" EAST A DISTANCE OF 385.00 FEET TO A POINT; THENCE NORTH 29°-30'-00" EAST A DISTANCE OF 110.00 FEET TO A POINT; THENCE NORTH 47°-30'-00" EAST A DISTANCE OF 195.00 FEET TO A POINT; THENCE SOUTH 88°-00'-00" EAST A DISTANCE OF 207.00 FEET TO A POINT; THENCE SOUTH 53°-58'-22" EAST A DISTANCE OF 128.46 FEET TO A POINT; THENCE SOUTH 38°-30'-15" EAST A DISTANCE OF 280.56 FEET TO A POINT; THENCE NORTH 64°-18'-05" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 32°-10'-43" EAST A DISTANCE OF 242.03 FEET TO A POINT; SAID POINT BEING A WESTERLY CORNER OF THIARON PLAT 1, A SUBDIVISION IN THE CITY OF TOLEDO, RECORDED IN THE LUCAS COUNTY BOOK OF PLATS IN VOLUME 76 ON PAGE 46; THENCE NORTH 89°-25'-02" EAST ON AND ALONG THE BOUNDARY OF SAID THIARON PLAT 1 A DISTANCE OF 37.12
FEET TO A POINT; THENCE SOUTH 0°-11'-15" EAST ON AND ALONG THE BOUNDARY OF SAID TIBARON PLAT 1 A DISTANCE OF 165.00 FEET TO A POINT, THENCE SOUTH 89°-25'-02" WEST A DISTANCE OF 1341.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 0°-17'-10" WEST ON AND ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14 A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.38 ACRES OF LAND MORE OR LESS.

BEARINGS BEING USED SOLELY TO INDICATE ANGULAR CHANGE IN DIRECTION AND BEING BASED ON AND DERIVED FROM THOSE ON THE PLAT OF KENSINGTON WOODS PLAT ONE, A SUBDIVISION RECORDED IN VOLUME 83, PAGES 44 & 45 OF THE LUCAS COUNTY BOOK OF PLATS.

SUBJECT TO PUBLIC HIGHWAYS AND EASEMENTS OF RECORD.

RECEIVED & RECORDED
JUL 31 1980
SANDY ISENBERG
RECORD, LUCAS COUNTY, OHIO

Walter Bros
Delores Kent