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 RIGHTS AND RESTRICTIONS

As to King’s Hollow, Plat II
A Subdivision in Sylvania Township,
Lucas County, Ohio

WHEREAS, AA INVESTMENTS (hereinafter referred to as “Developer”) is the owner in fee simple of all of the property constituting King’s Hollow, Plat II, a Subdivision in Sylvania Township, Lucas County, Ohio, as per plat thereof recorded at Volume 140, Pages 34 - 36, of the Lucas County, Ohio Record of Plats (“King’s Hollow, Plat II”)

WHEREAS, the property constituting King’s Hollow, Plat II, is described on Exhibit A attached hereto and incorporated herein (the “Property”);

WHEREAS, common areas and the detention areas shown on King’s Hollow, Plat II, shall be hereinafter referred to as “Common Areas”;

WHEREAS, lots nos. 27-47, inclusive, in King’s Hollow, Plat II, shall be hereinafter referred to as “residential lots”, which residential lots have been planned and are being developed and improved as a development.

WHEREAS, Developer desires to establish a general plan for the development, improvement and use of the Property as a first-class, high quality subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the residential lots more attractive for residential purposes and will protect present and future owners of the residential lots in their use and enjoyment thereof for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration does for itself and its successors and assigns, hereby declare, covenant and stipulate that the lots and the residential lots in the Property shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 Each residence dwelling on a residential lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family’s servants.
1.2 No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence dwelling and a private garage of at least two and not more than four car capacity which shall be side loaded and which shall be made an integral part of the residence dwelling. All driveways and driveway approaches shall be constructed of asphalt and/or concrete and shall be completed within thirty days of completion of the residence, weather permitting.

1.3 Subject to Section 8.7 hereof, nothing contained in this Declaration shall prevent the use of a parcel of land composed of more than a single residential lot for one (1) single-family residence dwelling.

1.4 No portion of any residential lot or structure thereon shall be used or permitted to be used for any public business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance.

1.5 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lot other than a well for water for maintenance purposes which shall first have been approved as provided under Article II hereof.

1.6 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence or dwelling, temporarily or permanently, at the Property. No manufactured home or pre-fabricated structure of any kind shall be erected or placed on any residential lot, unless first approved as provided under Article II hereof. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II. The exterior siding for all residences shall be either wood on all sides or brick and wood on the front with vinyl on the other three sides. In the latter case, the vinyl used shall be at least .048 mil. in panel thickness.

1.7 Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on a residential lot, shall be housed within a garage building. Roof mounted antennas are expressly prohibited on residential lots. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.8 No residential lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of residential lots), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. All structures...
must be completed by a residential lot owner within one (1) year after the date of the beginning of the construction thereof. No sod, dirt or gravel, other than that incidental to construction of approved structures, shall be removed from any residential lot without the prior written approval of the Developer, its successors and assigns.

1.9 Other than not more than two (2) dogs, not more than two (2) house cats and not more than two (2) small birds, all of which shall be maintained within residence dwellings, the maintenance or harboring of any animal(s), other than “dog runs” which shall first have been approved as provided under Article II hereof, is expressly prohibited on any lot within the Property.

1.10 All rubbish, garbage and debris (combustible and non-combustible) on residential lots shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Developer, its successors and assigns, or the Association (as hereinafter defined).

1.11 No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any residential lot without the prior written permission of the Developer, its successors and assigns, or the Association; and the Developer, its successors and assigns, or the Association, shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.12 All electrical facilities and services at King’s Hollow, Plat II, shall be underground except for (a) those aboveground services, if any, existing on the date hereof, and (b) any new or replacement pole, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to King Road public rights-of-way.

1.13 No structure or any part thereof shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines than any building setback line or lines shown on King’s Hollow, Plat II, except for a fence (built in conformity with Section 1.16 hereof), hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof and no structure or any part thereof (except for decks and patios) shall be erected, placed or maintained on any residential lot line nearer than 40 feet from the rear residential lot line shown on King’s Hollow, Plat II. Decks and patios shall not be erected, placed or maintained on any residential lot line nearer than 25 feet from the rear residential lot line shown on King’s Hollow, Plat II.

1.14 All detached single family units which shall be erected, placed or maintained on any residential lot, shall be erected, placed or maintained with an aggregate side yard of twenty-eight (28') feet and with a minimum on one side of twelve (12) feet.
1.15 No portion of any residential lot nearer to any street than the building setback line or lines shown upon King's Hollow, Plat II, shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portions of residential lots for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fences, hedges, walls or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying said residential lot. This Section 1.15 shall be construed, however, to prohibit the planting or maintaining of vegetables, crops or grains of said portions of the residential lots.

1.16 Notwithstanding any other provision hereof, only two or three rail split-rail fences, with “hog wire” or its equivalent, if desired, shall be allowed without approval. No other fences or fence-type structures of any kind shall be permitted on residential lots 27-47 unless first approved as provided under Article II hereof.

1.17 No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed on the property.

1.18 Notwithstanding any other provision of this Declaration, Developer and other contractors approved by Developer shall not be prohibited from the construction and use of construction and/or sales office(s) and model home(s) on one or more lots at the property.

1.19 No satellite dishes or similar receiving or transmitting devices shall be permitted on any residential lot unless first approved pursuant to Article II hereof.

1.20 Each lot must have an underground sprinkler system which is installed, used and maintained by each residential lot owner in accordance with such rules and regulations as are hereafter adopted and amended by the King's Hollow Association created pursuant to Article III hereof.

1.21 No structure shall be erected, placed or altered on any parcel of property not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls:

- Living area shall contain a minimum of 2,300 square feet for single stories and 2,750 square feet for multi-story buildings.

- Garage, carports, porches and breezeways shall not be included in computing such required floor area. No part of the residence more than 2/3 below ground level shall be included in computing such required floor area.

1.22 Developer shall construct a landscaped mound with sprinkler system along the border of King Road and the residential lots. Said mound will be located on private property (the appropriate individual lots) but will be maintained as a Common Area, first by the Developer, and then by the Association.
1.23 The front yard (on interior lots) and the front and side yard facing the
dedicated right-of-way (on corner lots) shall be sodded or hydroseeded within ninety (90)
days after the residence constructed thereon has been completed unless winter weather
conditions prohibit sodding or hydroseeding in which case sodding or hydroseeding shall
be completed as soon as possible in the ensuing Spring season.

ARTICLE II
APPROVAL OF PLANS

2.1 Developer, its successors and assigns, shall act as the Architectural Control
Committee to which detailed drawings, plans and specifications (the “Plans”) for
structures and other improvements (including, but not limited to, basements, fences, walls,
asphalt driveways, hedges and other enclosures, and satellite dishes and similar devices)
must be submitted for examination and approval before any erection or improvement shall
be made upon any residential lot and before additions, changes or alterations may be made
to any structure or other improvement then situated on a residential lot. The Plans shall
show the size, location, type, architectural design, quality, cost, use, material,
construction, color scheme and grading plan for the residential lot and the finished grade
elevation thereof and shall be prepared by a competent architect or draftsman. The Plans
must be furnished to the Architectural Control Committee in sufficient numbers so that the
Architectural Control Committee may retain a true copy thereof for retention with its
records. Developer hereby expressly reserves to itself, and to its successors and assigns,
the right and privilege of assigning or relinquishing its said rights and duties as the
Architectural Control Committee from time to time and for such periods of time and
purposes as it may desire. Such assignment or relinquishment will become effective from
and after the time a written instrument evidencing the fact of such assignment or
relinquishment, signed by the Developer, its successors and assigns, is filed for record with
the Lucas County, Ohio Recorder.

2.2 In requiring submission of the Plans as herein set forth, Developer
contemplates the development of the Property as an architecturally harmonious and
desirable residential subdivision In approving or withholding its approval of any Plans so
submitted, the Architectural Control Committee may consider the appropriateness of the
contemplated improvement in relation to improvements on contiguous or adjacent
residential lots, its artistic and architectural merits, its adaptability to the residential lot on
which it is proposed to be constructed and such other matters as may be deemed to be in
the interest and benefit of the owners of residential lots in the Property as a whole.

2.3 Any determination made by the Architectural Control Committee, in good
faith, shall be binding on all parties in interest.

2.4 Subject to the provisions of this Section 2.4, the Architectural Control
Committee shall have the sole and exclusive right to establish grades, slopes and elevations
of residential lots and to fix the grade and elevation at which any structure or residence
dwelling shall hereafter be erected or placed thereon, so that the same may conform to a
general plan for the development and use of the Property.
2.5 Interim storm sewer pick-ups/catch basins are located on various residential lots throughout the Property. Such interim storm sewer pick-ups/catch basins may be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located, so long as such covering over, alteration or elimination is first approved by the Architectural Control Committee under Article II hereof, and so long as such action does not adversely or negatively affect the storm drainage flow or run off, on or from any other residential lots.

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

ARTICLE III
KING’S HOLLOW, PLAT II, HOMEOWNERS’ ASSOCIATION

3.1 There is hereby created by the Developer, who owns all of the residential lots at the present time, the King’s Hollow, Plat II, Homeowners’ Association (the “Association”). The members of the Association shall be the owners, from time to time, of all of the residential lots at the Property. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation to be named the King’s Hollow, Plat II, Homeowners’ Association, or other similar available name, which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots at the Property.

3.2 The Association shall have the following powers and rights:

(a) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration in any rules and regulations which the Association may promulgate pursuant hereto.

(b) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in King’s Hollow, Plat II.
(c) To manage, operate, maintain, improve, repair and replace the Common Areas within the Property, including, but not limited to, grass mowing, landscape, installation and maintenance of identification signage and other types of signage, fencing, sprinkler systems, lighting and utilities and such other common improvements as may be installed by Developer or the Association.

(d) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any regulations which the Association may promulgate pursuant hereto.

(e) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.

(f) To collect and dispose of funds as provided in Article IV hereof.

(g) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporation.

(h) To acquire title from the Developer to any Common Areas which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of King’s Hollow II, and to insure, manage, maintain, improve and repair the Common Areas.

(i) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of the Property, to pay all real estate, personal property and other taxes levied against the Association, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets, and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 3.2.

(j) To enforce all provisions herein.

(k) Subject to the provisions of this Declarations, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration or on the recorded plat of King’s Hollow, Plat II.
(1) To carry out all other purposes for which it was organized, to exercise all rights which it may be granted or reserved under this Declaration, and to perform all duties which it may be assigned under this Declaration.

3.3 Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one or two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential lot(s) in King's Hollow, Plat II, the Developer shall be entitled to nine (9) votes for each residential lot owned by it.

ARTICLE IV
ASSESSMENTS OF OWNERS - INITIATION FEES

4.1 Each and every residential lot and residential lot owner shall be subject to an assessment in such amount as may be annually determined by the Association.

4.2 The assessments of residential lot owners shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment payable by each residential lot owner to the Association monthly, quarterly, semi-annually or annually as determined by the Association; provided, however, that the assessment for residential lots owned by the Developer or Developer's successors in title upon which no construction has commenced shall be $10.00 per month for each vacant residential lot until occupancy. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year.

4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in conjunction with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.
4.4 The Association shall have a perpetual lien upon the residential lots to secure the payment of the assessments and each such assessment shall also be the personal obligation of the owner or owners of each residential lot at the time when the assessment becomes due. The lien of the assessments shall arise against each residential lot on the first day of the year in which it is due and shall be prorated between the owners of parts of residential lots in accordance with the proportion which the area of each part of a residential lot to which each owner holds record title bears to the total area of the residential lot against which the assessment is made. In the event of a failure to make payment of the assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the King's Hollow, Plat II, Homeowners' Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

(Insert Legal Description)

King's Hollow, Plat II,
Homeowners' Association

By:__________________________

STATE OF OHIO   )
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this day of __________, 19____, the __________ of KING'S HOLLOW, PLAT II, HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

__________________________
Notary Public
4.5 In the event any said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event shall be entitled to recover and have and enforce against each residential lot a lien and judgment for its resulting costs and expenses, including court costs and reasonable attorney fees involved in the collection thereof. No owner shall waive or otherwise escape liability for the annual assessments provided for herein by abandonment of his residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien, or relieve said residential lot from liability for any assessments or from the lien thereof. However, the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

4.6 The minimum annual assessment per lot shall be $120 per calendar year. At the time each lot is closed, the first year’s assessment shall be collected on a pro-rata basis at the rate of $10 per month for each month left in that calendar year not counting the month in which the closing takes place. Thereafter, each annual assessment shall be due and payable on January 1st of each calendar year.

ARTICLE V
EASEMENTS

5.1 The Developer reserves to itself and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated as “Utility”, “Drainage”, “Ditch”, “Sanitary”, “Roadway”, “Water Line”, “Emergency Access”, “Access”, “Ohio Bell Telephone”, “Common Area”, or with words of similar import on King’s Hollow, Plat II, and along and upon all highways now existing or hereafter established and abutting all the lots in King’s Hollow, Plat II. The Developer also reserves to itself and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on King’s Hollow, Plat II as “Utility”, “Drainage”, “Ditch”, “Sanitary”, “Roadway”, “Water Line”, “Emergency Access”, “Access”, “Ohio Bell Telephone”, “Common Area”, or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.
5.2 No owner of any residential lot in King's Hollow, Plat II, shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots in King's Hollow, Plat II, without the prior written consent of the Developer, its successors and assigns.

5.3 In connection with the development and platting of King's Hollow, Plat II, the Developer has granted certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on King's Hollow, Plat II, as "Drainage Areas" or with words or similar import. The Drainage Areas shall be kept clean and free of debris and otherwise maintained by the Developer, its successors and assigns, from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the Developer, its successors and assigns are not properly maintaining the Drainage Areas, in which case the amount and method assessment shall be determined by the Lucas County Engineer. In such event, no party other than the residential lot owners shall have any liability or responsibility for maintenance of the Drainage Areas or for any assessments or costs relating thereto.

ARTICLE VI
COMMON AREAS

6.1 Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the right to use the Common Areas for open space and drainage detention purposes and for no other proposes.

6.2 The Developer, its successors and assigns, shall have the right, at any time and from time to time, to convey fee simple title to the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title until such time as 50% of the residential lots are owned of record by persons or entities other than the Developer.

6.3 Notwithstanding the provisions of Section 6.2 and any designation of the Common Areas on King's Hollow, Plat II, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such Common Area unless and until the Developer shall convey such Common Area to or for the benefit of the Association. Thereafter, the owners of the residential lots at the Property shall have only those rights with respect to the Common Areas as are granted from time to time hereunder and under the Articles and Code of Regulations, if any, of the Association.

6.4 The Developer and, after transfer, the Association shall be responsible for maintaining the Common Areas. The mound bordering King Road is constructed upon private lots but it also shall be maintained by the Developer and, after transfer, the Association.
ARTICLE VII
DURATION OF RESTRICTIONS: AMENDMENTS

7.1 This Declaration shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the First day of January, 2016, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 This Declaration may be amended prior to January 1, 2016, with the written approval of the then owners of not less than two-thirds (2/3) of the residential lots, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law. This Declaration may be terminated as of January 1, 2016, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the residential lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS: OTHER MATTERS

8.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee, the Association or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, agreement or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

8.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order or amendment hereof by act of the owners of residential lots shall not affect any of the other provisions contained in the Declaration, which shall remain in full force and effect.

8.3 All transfers and conveyances of each and every lot in King’s Hollow, Plat II, shall be made subject to his Declaration.

8.4 Any notice required to be sent to any owner of a lot in King’s Hollow, Plat II, or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee.

8.5 The rights, privileges and powers granted by the Declaration to, and/or reserved by, the Developer shall be freely assignable and shall inure to the benefit of the successors and assigns of the Developer.
8.6 The Developer, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

8.7 No owner of any residential lot shall subdivide the same or convey less than the whole of any residential lot without first obtaining the written consent of the Developer, its successors and assigns, or the Association.

8.8 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

8.9 Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Developer, its successors and assigns, the shape of, dimensions or topography of the residential lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on King’s Hollow, Plat II, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Developer, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such residential lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Developer, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

8.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of residential lots, or which would cause this Declaration to cease being beneficial to the owners of such residential lots, the Developer, its successors and assigns, after giving written notice by mail to the record owners of all residential lots, and after receiving the written approval of the holders of record title to sixty-seven percent (67%) or more of the residential lots, may modify this Declaration so as to remove the hardship, or make this Declaration such as to be beneficial to the affected residential lot owner. The provisions of this Section 8.10 shall not be construed as a limitation upon the right of the Developer to modify the provisions of this Declaration as provided in Section 8.9 nor shall it limit the provisions of Article VII hereof.

8.11 Wherever used herein, the term “structure” shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any residential lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, green house or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, satellite dish or similar facilities, paving, wall, hedge more than two (2) feet in height,
signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such residential lot. The term “structure” shall also mean and refer to (a) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any residential lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any residential lot, and (b) subject to Section 2.4, any change in the grade of any residential lot of more than six (6) inches from that existing at the time of purchase by Owner.

8.12 King’s Hollow, Plat II, requires that four (4) foot wide sidewalks be located along one or both sides of certain roadways within the Property. On those residential lots where sidewalks are so required, no residence or dwelling or structure shall be constructed or occupied without the construction of said sidewalks, at the sole expense of the residential lot owner(s). The exact location of any required sidewalk shall be determined and designated by the appropriate officials of Lucas County.

8.13 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of the Declaration shall take precedence, govern and control.

IN WITNESS WHEREOF, AA INVESTMENTS has caused this Declaration of Rights and Restrictions to be executed this 24th day of September, 1997.

Signed and acknowledged
in the presence of:

Phillip J. Clewes

AA INVESTMENTS

By: Scott D. Wenland

Title: Partner

STATE OF OHIO

SS:

COUNTY OF LUCAS

Before me, a Notary Public, in and for said County, personally appeared Scott D. Wenland, who acknowledged that he did sign said instrument as a partner of AA INVESTMENTS, on behalf of said partnership and by authority of its Partnership Agreement, and that he did sign the foregoing instrument as his respective free act and deed and as the free act and deed of said partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 24th day of September, 1997.

[Signature]
Notary Public

[Seal]

John W. Martin
Attorney-at-Law
Notary Public
State of Ohio
Commission has no expiration
O.R.C. 147.03

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MORTGAGEE'S CONSENT

The undersigned, Mid-American National Bank & Trust, an Ohio banking corporation, the holder of a certain open-end mortgage encumbering the lands included in King's Hollow, Plat II, which mortgage is dated Apr. 22, 1976, and recorded at File No. 87-50-65 of the Lucas County, Ohio Records, hereby consents to the execution and delivery of the foregoing Declaration of Rights and Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration of Rights and Restrictions.

IN WITNESS WHEREOF, the undersigned, Mid-American National Bank & Trust, has caused this consent to be executed by its duly authorized officers as of this 22nd day of September, 1997.

Signed and acknowledged

MID-AMERICAN NATIONAL BANK & TRUST

By:

Its

By:

Its

STATE OF OHIO

) SS.

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 22nd day of September, 1997, by , the , and the , of Mid-American National Bank & Trust, an Ohio banking corporation, on behalf of the corporation

Notary Public

RECEIVED &Recorded

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