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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KING’S POINTE OF SYLVANIA

This Declaration of Covenants, Conditions and Restrictions for King’s Pointe of Sylvania ("King’s Pointe") (the "Declaration") is made and adopted on December 7, 2005 by King’s Pointe Development, LLC, an Ohio limited liability company, with offices at 5749 Park Center Court, Toledo, Ohio 43615 (the "Owner").

RECITALS:

A. The Owner is the owner in fee simple of the real property legally described as lots numbers one (1) through sixteen (16), inclusive, in King’s Pointe of Sylvania, a subdivision in Sylvania Township, Lucas County, Ohio (the "Property"). The plat of the Property is recorded at of Plats, pages _____ and _____, in the Office of the Lucas County, Ohio Recorder.

B. The Owner desires to establish a general plan for the development, use and maintenance of the Property as a high quality office and commercial complex known as King’s Pointe, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the Property attractive for its intended purposes and will protect present and future owners of land within the Property in their enjoyment and use of the Property for those purposes.

C. The term “lot” as used in this Declaration shall be construed to mean any legally separate and distinct parcel of real estate within the Property and shall include lots located in subsequent plats or phases of King’s Pointe if and to the extent it is expanded by the Owner.

D. The term “common facilities” as used in this Declaration shall be construed to mean: (i) signs, if any, bearing the name King’s Pointe and, to the extent permitted by applicable governmental authorities, the names of the occupants of King’s Pointe together with related electrical service; (ii) the landscaping, lawn and sprinkler system located in the areas designated in any right-of-way within or adjacent to King’s Pointe.

NOW, THEREFORE, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, Owner does for itself and its successors and assigns, hereby declare, covenant and stipulate that the Property and all lands comprising the Property, shall be subject to and shall hereafter be conveyed by Owner, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the following covenants, conditions and restrictions:

See 200512070091091 of Plats.
ARTICLE I
USE OF LAND;
LOCATION OF BUILDINGS AND IMPROVEMENTS

1.1 Use Restrictions. The Property shall be developed, improved, maintained and used as a high quality office and commercial complex, known as King’s Pointe. In particular, no building shall be erected and no portion of the Property shall be used for any use or purpose other than those purposes permitted under the provisions of all applicable zoning, building and other governmental ordinances, codes and regulations, as amended from time to time (the “Codes”).

1.2 Building Setback Lines. No building or structure or any part thereof shall be erected, placed or maintained on any lot in violation of any of the front, rear or side lot line(s) prescribed by the Codes or by any plat of the Property. No portion of any lot nearer to any street than said front, rear or side lot lines shall be used for any purpose other than that of a lawn; provided, however, such portions of lots may be used for walks, drives, parking areas, trees, shrubbery, flowers, flower beds, ornamental plants and advertising signs or other structures provided each such use is first approved as provided under Article II hereof.

1.3 Building Heights. No building shall be constructed on any lot which exceeds the maximum height permitted by the Codes.

1.4 Underground Utility Service. All electric, television, telephone, internet, cable and other utility lines and facilities servicing buildings or structures located at the Property shall be underground, except temporary lines, and facilities utilized during the construction or rehabilitation of buildings or structures at the Property.

1.5 Signs or Advertising. No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) except for a sign identifying the name, business and product of the firm occupying a particular lot and of a size, shape, color and illumination meeting the requirements of this Section 1.5 and of Article II hereof shall be erected, placed or maintained on any lot or on any building or other structure located within the Property. The Architectural Control Committee established pursuant to Article II hereof may, in its discretion, establish uniform standards of size, shape, color and illumination for all such signs and displays within the Property.

The Owner or the Association (as defined in Section 3.1 of this Declaration) may install a sign at the entrance to the Property from King Road bearing the name King’s Pointe and, if permitted by applicable governmental authorities and desired by the Owner or the Association, the names of the occupants of King’s Pointe. Except as provided in the preceding sentence, no billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) shall be erected, placed or maintained at the entrance to the Property from King Road; provided, however, that until such time as Owner has sold or leased all of the lots, Owner reserves the right to place temporary advertising signs at the entrance to the Property from King Road.
1.6 Loading Docks. Loading docks, if any, shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into a public street, sidewalk, or off-street parking area when in the process of loading or unloading. In addition, no loading docks shall be placed on or along the front elevation of any building or structure located on any lot. The Architectural Control Committee may prohibit the location of a loading dock on any other elevation of a building or structure or impose conditions on the location that it determines to be in the best interest of all of the lots in King's Pointe.

1.7 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Property except during and in connection with the construction or rehabilitation of improvements at the Property, unless fully screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof.

1.8 Accessory Structures. All outside or rooftop air conditioning units, telecommunications systems and equipment, satellite dishes and other rooftop or outside accessory units or structures shall be approved by the Architectural Control Committee pursuant to Article II hereof, and if approved, shall be screened in such manner and with such materials as are stipulated by the Architectural Control Committee.

1.9 Emissions. No portion of the Property shall be used in any manner which subjects adjacent lots to offensive noise, odors or emissions, except during and in connection with the construction or rehabilitation of improvements at the Property.

1.10 General Maintenance. Notwithstanding any other provisions of this Declaration, all of the lots within the Property and the common facilities shall be maintained in a high quality manner, consistent with the standard for the Property as set forth in the Recitals, Section 1.1, and Article II hereof.

1.11 Exterior Lighting. All exterior lighting must be arranged or shielded so as to avoid excessive or nonessential direct light or glare being cast onto the path of oncoming vehicles or any adjacent parcel. The placement and style of exterior lighting shall be approved by the Architectural Control Committee.

ARTICLE II
APPROVAL OF PLANS

2.1 Architectural Control Committee. Submission of Plans. The plans and specifications for all buildings, structures and other improvements (including, but not limited to, signs, fences, walls, driveways, sidewalks, landscaping, advertising displays and enclosures of any type) to be located, constructed or rehabilitated at or within the Property shall be submitted for examination to King's Pointe Architectural Control Committee (the "Architectural Control Committee"). Written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement (including, but not limited to all required driveways, sidewalks and landscaping) shall be constructed or
placed upon any lot and before any material addition, change or alteration may be made to any item that was subject to the review by and required the approval of the Architectural Control Committee or would have been subject to such review and approval if it was part of the improvement initially installed, constructed or placed on any lot. The submitted plans and specifications shall be prepared by a competent architect or draftsman and shall show (a) the size, location, type, architectural design, quality, cost, use, construction and material color scheme of the building, structure, improvement, addition, change or alteration, (b) the landscaping plan for the lot, including an underground sprinkler system, (c) the grading plan for the lot, (d) the finished grade elevation thereof, and (e) the proposed surface drainage ways and surface water flow patterns, which shall be engineered to not allow drainage onto contiguous property. Unless otherwise required by the Architectural Control Committee, three (3) sets of such plans and specifications shall be submitted for such committee’s review. The Architectural Control Committee shall approve, reject or approve with modifications all such plans and specifications within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be a disapproval of the submission.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of such member or members as may be designated and appointed by the Owner from time to time. Once a building has been constructed on each lot, the Owner of each lot will have the authority to appoint, remove and replace one representative to the Architectural Control Committee. At any time prior to completion of construction of a building on all of the lots, Owner may, but is not obligated to, delegate to the owner of each lot the right to appoint a member of the Architectural Control Committee as described in the preceding sentence. At such time as a building has been constructed on each lot or upon the earlier delegation of authority to appoint, remove and replace members of the Architectural Control Committee to the lot owners, Owner shall prepare and execute a written document evidencing the assignment of those rights and that authority to the lot owners and shall record that document in the office of the Recorder of Deeds of Lucas County, Ohio.

Any person appointed to serve as a member of the Architectural Control Committee shall continue to serve until such member is removed as provided in the preceding paragraph, resigns or dies. If any person having authority to appoint a member of the Architectural Control Committee fails to do so, the Architectural Control Committee shall continue to possess and exercise the authority described in this Declaration and may continue to do so with one or more vacancies. Any action approved by a majority of the members of the Architectural Control Committee then serving shall constitute the proper act of the Architectural Control Committee. Notice of meetings of the members of the Architectural Control Committee may be given in any manner established by the Architectural Control Committee from time to time or, in the absence of an established notification procedure, in any manner that would constitute sufficient notice for a meeting of the Board of Directors of an Ohio nonprofit corporation.

2.3 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, the Owner intends to assure the development of the Property as a high quality and architecturally harmonious and desirable complex, with all buildings and structures to be constructed in such architectural styles of such materials, and such
colors, and located in such manner as to, in the judgment of the Architectural Control Committee, compliment one another and promote the harmony and desirability of the Property as a whole. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee shall have the right to consider the compliance of the proposed building, structure, improvement, addition, change or alteration with this Declaration, the suitability of the proposed improvement and of the materials of which it is to be built to the lot upon which it is proposed to be erected or added, the appropriateness and harmony of the improvement contemplated in relation to improvements on contiguous or adjacent lots and in relation to the general plan for the development of the Property, its architectural merits, the effect of the proposed improvement on the outlook from adjacent or neighboring lots, the extent to which its location, configuration and landscaping preserve the natural attributes (including any trees thereon) of the lot, and such other matters as may be deemed to be in the interest and to the benefit of the owners of lots in the Property as a whole.

2.4 Establishment of Grades. The Architectural Control Committee shall have the right to establish grades, slopes and swales on all lots and to fix the grade at which any building or structure shall thereafter be erected or placed thereon.

2.5 Landscaping. All landscaping shall be fully installed and completed, pursuant to the landscaping plan approved by the Architectural Control Committee, not later than thirty (30) days following the date of occupancy of any building, structure or addition unless installation is delayed by weather conditions which shall extend such installation until weather permits but in no event shall installation of landscaping be completed later than one hundred eighty (180) days following the date of occupancy of any building, structure or addition. All landscaping material and design must conform to any master landscaping plans which the Architectural Control Committee may adopt. If any landscaping installed pursuant to this Section 2.5 is destroyed, whether by natural or manmade causes, such landscaping shall be promptly replaced with landscaping which, in the judgment of the Architectural Control Committee, is of the same or higher quality. At the time of installation of the landscaping, the owner of each lot shall install and thereafter maintain an underground sprinkler system covering the entire landscape portion of the lot, including all rights of way.

2.6 Construction in Absence or Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if an improvement is constructed without first obtaining such approval, or, if subsequent to receiving such approval there shall be determined to be any material variance from the approved plans and specifications in the actual construction or location if the improvement without the written consent of the Architectural Control Committee, such non-approved improvement shall be deemed a violation of the Declaration ("Violation"). In such event, Owner, the Architectural Control Committee and the Association shall each have the right and provided notice of such Violation to the owner of the lot in question by filing and recording in the public records at the Office of the Recorder of Lucas County, Ohio, a "Notice of Violation" identifying the owner of the lot and the description of the lot upon which the Architectural Control Committee has determined that a Violation has occurred, and a copy of said Notice of Violation shall be delivered to the owner of said lot within thirty (30) days after filing. Further, Owner, the Architectural Control Committee and the Association shall each have
the right, but not the obligation, to enter upon the lot with respect to which the Violation exists and make such corrections or modifications as are necessary or remove anything necessary to remedy the Violation and charge the cost thereof to the Owner of the lot as an Individual Assessment as described in Section 4.7 of this Declaration.

2.7 Waiver of Restrictions. Each lot owner, by acceptance of a deed to a lot at the Property, agrees and consents for itself and for its heirs, executors, administrators, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, location of natural features such as trees, or topography of any lot is such that a strict construction or enforcement of any provision of this Declaration would work a hardship, said Committee may, in writing, grant waivers from this Declaration as to such lot. The granting of any such waiver shall not operate as a waiver of any other terms and provisions of this Declaration or the conditions of any approval granted by the Architectural Control Committee for any purpose, except as to the particular lot and particular situation with respect to which the waiver is granted and shall not create any rights of the owner of any other lot to be granted a similar variance.

2.8 Architectural Control Committee not Liable for Determinations. Neither the Architectural Control Committee nor any member thereof shall be liable to the Association or to any owner of a lot for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Control Committee or a particular member thereof. The Architectural Control Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition for compliance with the criteria described or referred to in this Declaration. The Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plan or improvement be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes or other governmental regulations of any type.

2.9 Guidelines for Approval of Plans and Specifications. The Owner and/or the Architectural Control Committee shall have the right, from time to time, to promulgate, establish and publish guidelines for the approval of plans and specifications (the “Guidelines”). Such Guidelines shall further describe and delineate the types of architectural styles, materials, colors, components and amenities that will be required or recommended to be addressed and/or included in the detailed plans and specifications.

ARTICLE III
THE ASSOCIATION

3.1 Association. Owner shall cause to be incorporated a nonprofit corporation under the laws of the State of Ohio, called the “King’s Pointe Association” (the “Association”). All owners of lots in King’s Pointe, and all persons who hereafter acquire title to a lot in King’s Pointe, shall automatically become members of the Association (“Member(s)”) and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the Plat, this Declaration, and the Articles of Incorporation,
Code of Regulations and Rules of the Association, as they may exist from time to time. Each Member other than Owner shall be entitled to one vote on each matter submitted to a vote of the Members for each lot owned by such Member, provided, however, that where title to a lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote.

3.2 Purpose. The purpose of the Association, in general, shall be to levy and to collect the Annual Assessments, Special Assessments and Individual Assessments (as defined below) and to disburse funds for the purposes set forth in Section 4.2, to enforce this Declaration and such other purposes consistent with the provisions of this Declaration.

3.3 General Maintenance Obligations. The Association shall at all time maintain, repair and replace all structures, improvements, sprinkler systems and landscaping constructed or installed by Owner or the Association at any time in the areas designated in any right-of-way within or adjacent to King's Pointe. The Association shall also maintain any street lights installed at any time within King's Pointe that are not otherwise maintained by public or quasi-public authorities.

3.4 Code of Regulations. All provisions of this Declaration describing rights and obligations of the owners of lots and providing for the governance of the Association shall constitute and be treated as a Code of Regulations under Chapter 1702 of the Ohio Revised Code. The provisions of this Declaration that constitute a Code of Regulations may be amended only as provided in this Declaration. The Members may adopt additional provisions constituting a Code of Regulations in accordance with Chapter 1702 of the Ohio Revised Code provided any such provisions are not inconsistent with this Declaration as it may be amended from time-to-time.

3.5 Membership. Every person who is an owner of any lot in King's Pointe shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

3.6 Board of Directors. The Association shall have a Board of Directors to manage its affairs. The Directors of the Association shall be selected by the Members. Initially, the Association shall have three Directors. From time to time, the Members may, by majority action, change the number of Directors to an amount not less that three or greater than the number of lots in King's Pointe. Any action requiring the approval or consent of the Board of Directors shall be properly authorized if approved by a majority of the Directors.

3.7 Joint Owner Disputes. With respect to any matter to be voted on by the Members, the vote for each such lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any joint owner of a lot casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes of the matter in question that such Owner was acting with the authority and consent of all other owners of the same lot.
3.8 **Transfer of Voting Rights.** The right to vote may not be severed or separated from the ownership of the lot to which it is appurtenant, except that any Member may give a revocable proxy in a form reasonably acceptable to the Association, or may assign its right to vote to a permitted lessee for the term of the lease. In such event the Member may, by notice to the Association, designate the person (who need not be an owner of a lot) to exercise the vote for such lot. Said designation shall be revocable at any time by notice to the Association by the Member making the designation. Any sale, transfer or conveyance of a lot to a new owner shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to a lessee as provided herein.

3.9 **Approval by Members.** Unless otherwise specifically provided in the Declaration or the Articles of Incorporation, Code of Regulations or Rules of the Association, any provision of this Declaration, the Articles of Incorporation, the Code of Regulations or the Rules of the Association that requires the vote, consent or approval by the Members shall be deemed satisfied by either, both or a combinations of the following:

(a) The vote in person or by proxy of Members holding a majority or such other percentage of the voting power of the Association as may be required at a meeting duly called and noticed pursuant to the provisions of the Code of Regulations of the Association or, if none, applicable Ohio law.

(b) Written consents signed by Members holding a majority or such other percentage of the voting power of the Association as may be required.

3.10 **Powers and Authority of the Association.** The Association shall have all of the powers of an Ohio nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles of Incorporation, the Code of Regulations or the Rules of the Association. The Association shall have the power to perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers set forth in this Declaration. Without in any way limiting the generality of any of the foregoing provisions, the Association shall have the power and authority at any time to levy assessments as provided in this Declaration.

3.11 **Rules.** The Association may adopt, amend and repeal such rules as it deems proper for the use and occupancy of the lots and common facilities in King’s Pointe ("Rules"). A copy of the Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner, or recorded with the appropriate public office.

3.12 **Liability of Board Members.** No member of the Board of Directors shall be personally liable to any owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association or the Board of Directors, or any other representatives or employees of the Association, or the Architectural Control Committee, provided that such Board member has, upon the basis of such information as may be possessed by him, acted in good faith.
3.13 **Release of Association and Owner.** Each lot owner hereby irrevocably releases the Association, its Members, Directors and Officers and Owner, its members, managers and officers from any and all liability for and damage or loss suffered by any owner of a lot caused, directly or indirectly, by any person retained by the Association or the Owner to perform any of the obligations required of the Association or the Owner pursuant to this Declaration. Notwithstanding the foregoing, if any person providing services to the Association or the Owner for the benefit of the Members caused damage to the property of the Association or any Member, the Association or the Owner may pursue a claim on behalf of all affected Members and lots or, at its option, assign its rights to such claim to the affected owners and lots and thereafter cooperate in the prosecution of that claim. Any cost incurred by the Association, directly or indirectly, in the prosecution of any such claim shall be an expense of the Association, the cost of which can be recovered through assessments against owners of lots.

Further, if the Architectural Control Committee, the Association or Owner, directly or through its employees or agents enters upon any lot to remedy any violation of this Declaration, no such person shall be guilty of trespass, any criminal act or have any civil liabilities to the owner of the lot or any other person on account thereof, in respect of any damages or injury to the lot or any improvements, or as a result of the failure of the owner of the lot or any other person to receive any notice that was properly given.

**ARTICLE IV**

**ASSESSMENTS**

4.1 **Creation of the Lien and Personal Obligation of Assessments.** Owner, for each lot owned in King’s Pointe, hereby covenants and each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments, (b) Special Assessments, and (c) Individual Assessments. All such assessments shall be a lien against each owner’s lot from the date the assessment is established as provided in this Declaration. Each such assessment together with interest, costs and reasonable attorney’s fees in collecting said assessment, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment becomes due as well as a lien against the lot as provided herein. An owner may not be relieved of the personal obligation for delinquent assessments by successors in title unless expressly assumed by them and released by the Association.

4.2 **Purpose of Assessment.** Assessments may be levied to provide for and assure the availability of the funds necessary to pay common expenses, which shall include without limitation the following:

(a) Utility services for the common facilities, including electric and water for an irrigation system.

(b) The maintenance of any landscape or other aesthetic features located in the areas designated in any right-of-way located in or adjacent to King’s Pointe.
(e) The administration of the business of the Association including without limitation, necessary and appropriate fees for services rendered by engineers, accountants and attorneys.

(d) The payment of real and personal property taxes and assessments for property owned by the Association, if any.

(e) Premiums on any insurance policies carried by the Association.

(f) Debt service on any funds borrowed by the Association.

(g) Those incurred for doing any other things necessary or desirable that in the judgment of the Association may be of general benefit to the owners of lots within King’s Pointe.

4.3 Annual Assessment. The Board of Directors of the Association shall fix the amount of an annual assessment (the “Annual Assessment”) in an amount sufficient to cover the anticipated common expenses, plus an adequate reserve for future expenses. The Annual Assessment may be payable in one or more installments and with such due date(s) as the Board of Directors shall establish from time to time.

4.4 Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement or any landscaping or other aesthetic feature located in the areas designated in any right-of-way located in or adjacent to King’s Pointe, any street lighting not maintained by a public of quasi-public authority and for any other purpose determined to be appropriate by the Board of Directors (“Special Assessment”).

4.5 Borrowing. Upon the affirmative vote of owners holding a majority of the votes of all lots, the Association shall have the authority to borrow all or any part of the funds needed for any purpose for which it is authorized to make assessments against lots and owners. Any such authorized borrowing shall be upon such terms and conditions as are specified in the action of the owners approving the borrowing or, absent such specific terms, upon such terms and conditions as the Board of Directors of the Association deems appropriate.

4.6 Limitation on Assessment Authority. Notwithstanding anything in this Declaration to the contrary, the Association shall not have authority to assess any lot or owner to pay the cost of any claim, suit, judgment or other liability assessed against the association related to the activities of the association or the existence, maintenance or conditions of any structure, improvement or landscaping located in the areas designated in any right-of-way within or adjacent to King’s Pointe.

4.7 Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and
collect, after written notice and hearing as provided in this Declaration, against a particular lot
and the owner of such lot an Individual Assessment for:

(a) Costs and expenses incurred by the Association in bringing a particular
owner or particular lot into compliance with the provisions of this Declaration, including
any action taken or cost or expense incurred by the Association to cure and eliminate any
violation of or noncompliance with the provisions of this Declaration, following the
failure of such owner to cure or remedy such violation or noncompliance.

(b) Costs and expenses, including reasonable attorneys’ fees, whether or not
suit be brought, incurred by the Association in the enforcement of the provisions of this
Declaration against a particular lot or the owner of such lot.

(c) The fine assessed against any owner for violation by any owner, his
tenants, guests or invitees of the provisions of this Declaration or any Rules adopted by
the Association.

4.8 Effect of Non-Payment of Assessments: Remedies of the Association. Any
assessment not paid within thirty (30) days after the due date shall bear interest from the due date
at the maximum rate allowed by law compounded annually. All assessments, including interest,
costs of collection and attorney fees, shall be a lien on the property from the date of assessment.
Such lien shall be effective from and after the date of assessment until paid in full and may be,
but shall not be required to be recorded in the public records of Lucas County. If default
continues in any payment of the assessment or any installment thereof for a period of sixty (60)
days after its due date, a “Notice of Lien” in substantially the following form may be filed and
recorded in the lien records in the office of the County Recorder.

Notice of Lien

Notice is hereby given that the King’s Pointe Association claims a lien for unpaid assessments for
the year(s) _________ in the amount of $_________ against the following described premises:

(Insert legal description)

The records of the Association indicate that ________________________ is (are) the present
owner(s) of such premises.

King’s Pointe Association
By: ________________________________
its: ________________________________

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this _______ day of
________, 20____, by ____________________________ of King’s
Pointe Association, an Ohio nonprofit corporation, on behalf of the corporation.

______________________________
Notary Public
When any such liens have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that may be recorded in the Lucas County records. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs including reasonable attorney’s fees, incurred by the Association incident to the collection of such assessments. The lien shall be deemed to cover all additional costs and advances. Filing of one action shall not bar the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the common facilities or abandonment of the owner’s lot.

4.9 Prorations; Certificates. Annual Assessments and Special Assessments shall be prorated between the owners of parts of lots in accordance with the proportion which the area of the lot to which each owner holds legal title bears to the total area of the lot against which the Annual Assessment or Special Assessment is made. Upon demand of any lot owner and after payment of a reasonable charge therefore, the Association shall promptly issue a certificate setting forth whether all Annual Special and Individual Assessments have been paid for such owner’s 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.

ARTICLE V
EASEMENTS

5.1 Reservation of Easement Rights. The Owner reserves to itself and to the Association and their successors and assigns, easements and rights of way and the right to grant additional easements and rights of way over or upon any lot in King’s Pointe for the construction, operation, maintenance, repair and replacement of electrical, telephone, cable television, internet and similar wires and conduits (which shall, except as otherwise approved under Article II hereof, be underground facilities), sewers, swales, storm water retention ponds and conduits for storm water and sanitary purposes, gas and water mains, roadways and for any other facility or utility deemed convenient or necessary by the Owner, the Association and their successors or assigns for the service of the Property and, upon the filing of a plat or plats therefore as an extension of King’s Pointe, for the service of the property included within such plat(s). Said reserved easements and rights of way shall be on, over or under those areas designated on the plat of the Property as “Waterline Easement”, “Sidewalk Easement”, “Sanitary Sewer Easement”, “Storm and Detention Easement”, “Drainage and Utility Easement”, “Utility and Toledo Edison Easement”, “Utility Easement”, or language of similar import. Owner also reserves to itself and to its successors and assigns, the right to assign the use of any or all of said easements and rights of way on an exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Upon request of the Architectural Control Committee, the owner (or lessee) of any lot shall join in and execute any document granting or assigning such easement rights. The Architectural Control Committee and
its successors and assigns shall have the right to go upon such easement areas from time to time to install, maintain and repair such equipment, improvements and facilities.

ARTICLE VI
DURATION AND AMENDMENTS

6.1 Term. This Declaration shall run with the land and shall be binding upon the Owner, all persons claiming under or through the Owner, all other parties who acquire title to any lots (or parts thereof) within the Property, and all other persons claiming ownership, possession or use of the Property or any portion thereof, until December 31, 2025, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. This Declaration may be amended from time to time, but only upon and with the written approval of the then owners of not less than a majority of the lots in King's Pointe. Any amendments referred to in this Section 6.2 shall become effective only upon the filing with the Office of the Lucas County Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

ARTICLE VII
MISCELLANEOUS

7.1 Subordination. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter encumbering any lot or all or any portion of the Property, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage, provided that if any lot or any portion of the Property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchase at such sale and the executors, administrators, personal representatives, successors and assigns of such purchaser, shall hold said lot or portion of the Property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

7.2 Violations Unlawful. Any violation (including, but not limited to violations described in Section 2.6) or attempt to violate this Declaration or any provision hereof shall be unlawful. The Owner, the Association, the Architectural Control Committee or any person or persons owning any lot at the Property may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any provision of this Declaration to prevent such person or persons from doing, to cause the removal or correction of such violation and/or to recover damages for such violation or attempted violation.

7.3 Saving Clause. The invalidation or unenforceability of any provision(s) of this Declaration by judgment, court order, amendment hereof by act of the owners of lots within the
Property or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.

7.4 Transfers Subject to Declaration. All transfers and conveyance of each and every lot or any part thereof shall be subject to this Declaration.

7.5 Notices. Any notice required to be sent to any owner of a lot or any part thereof or to the Owner, the Association 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 Owner, a director of the Association or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Architectural Control Committee.

7.6 No Subdivision of Lots Without Consent. No owner of any lot shall subdivide the same or convey less that the whole of any lot without first obtaining the written consent of the Architectural Control Committee, its successors and assigns, which shall permit such conveyance if, in its judgment, the lot or common facilities so created by such subdivision will permit construction thereon or development or use thereof which will be in conformity with the development of the Property contemplated by and as set forth in this Declaration. This Section 7.6, however, shall not apply to initial subdivisions and conveyance by the Owner or its successors and assigns.

7.7 No Waiver of Violations. No provisions hereof shall be abrogated or waived by any failure to enforce any of the same, no matter how many violations or breaches may occur.

7.8 Interpretation. In the event of any question of interpretation hereunder, the Owner shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration.

7.9 Section Headings. The Section headings contained herein have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.
IN WITNESS WHEREOF, the Owner, acting by and through its duly authorized member, has caused this Declaration to be executed as of the date first above written.

King's Pointe Development, LLC

By: [Signature]
Timothy A. Schlachter, Its Authorized Member

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by Timothy A. Schlachter, the authorized member of King's Pointe Development, LLC, and Ohio limited liability company, on behalf of the Company.

[Signature]
Sandra M. Hyland
Notary Public

This instrument prepared by:
James W. White, Jr.
Attorney at Law
5749 Park Center Court
Toledo, Ohio 43615