MONTEREY WOODS

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DECLARATION OF RESTRICTIONS FOR MONTEREY WOODS
A SUBDIVISION IN TOLEDO
LUCAS COUNTY, OHIO

This Declaration, made and entered into by Mercurio Developers Incorporated, an Ohio Corporation; hereinafter referred to as "DEVELOPER" this 5TH day of May, 1989.

Witnesseth That:
Whereas, DEVELOPER is the owner of the following described real estate situated in TOLEDO, Lucas County, Ohio, viz:

Lots numbered 1 through 41 a subdivision in TOLEDO
Lucas County, Ohio.
Which real estate is hereinafter for convenience referred to as MONTEREY WOODS

and Whereas, DEVELOPER desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of MONTEREY WOODS, certain covenants, and rights in, over and to and certain restrictions with respect to the use thereof.

Now Therefore, DEVELOPER as the owner of such estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE I
USE OF LAND

SECTION 1. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single family residential dwelling, a private garage of not more than three (3) car capacity which shall be made as an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool and a tennis court. Such dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.

SECTION 2. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose what so ever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of MONTEREY WOODS nor shall anything be done thereon which may be or become an annoyance or nuisance in MONTEREY WOODS.

SECTION 3. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof.

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SECTION 4. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Monterey Woods. No dwelling in
shall be used as a residence until the exterior thereof has been completed
in accordance with the detailed plans and specifications approved therefor.

SECTION 5. Any truck, boat, bus, tent, mobile home, trailer, or other similar
housing device, if stored on any lot, shall be housed within a garage building.
Roof mounted antennas or satellite dishes are expressly prohibited in Monterey
Woods.

SECTION 6. No lot shall be used for the storage of automobiles, trailers,
scrap, scrap iron, water, paper, glass, or any reclaimed products or materials;
except that during the period a structure is being erected upon any such
lot, building materials to be used in the construction of such structure may
be stored thereon, provided however, any building material not incorporated in said
structure within ninety (90) days after its delivery to such lot, shall be
removed therefrom. All structures must be completed by an owner within one (1)
year of 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 said lots without the written approval of the Developer, or its
successors and assigns.

SECTION 7. Other than two (2) dogs, two (2) house cats and two (2) birds, all
of which are maintained within the dwelling, the maintenance or harboring of any
other animal is expressly prohibited in Monterey Woods.

SECTION 8. All rubbish and debris, combustible and non-combustible, and all
garbage 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, debris, leaves and garbage may
from time to time be established by the Developer, or its successors and
assigns.

SECTION 9. No signs of any character other than signs of not more than ten
square feet advertising the sale of the lot on which such sign is located shall
be erected, placed, posted or otherwise displayed on or about any lot without
the written permission of the Developer, or its successors and assigns, and the
Developer, or its successors and assigns shall have the right and direction to
prohibit, restrict and control the size, construction, material, wording, location,
and height of all such signs.

SECTION 10. All electric house services shall be underground.

SECTION 11. No structure or any part thereof, other than a fence, hedge, wall
or other enclosure which shall first have been approved as provided under
Article II hereof, shall be erected, placed or maintained on any residential lot
nearer to the front or street line or lines or the rear line or lines than the
building setback line or lines shown on the recorded plat of Monterey Woods
or nearer to any side lot line than Five (5) feet. The foregoing provisions of
this section shall be subject to the provisions of Article V, Section 9 hereof.

SECTION 12. No portion of any lot nearer to any street than the building set-
back line or lines shown upon the recorded plat of Monterey Woods 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 portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the plantings or maintaining of vegetables and grains thereon.

SECTION 13. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

SECTION 14. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction or sales office(s) and mobile home(s) on one or more lots in

MONTICELLO GROVES

SECTION 15. "The general contractor who constructs the dwelling on each lot shall provide four (4) foot sidewalks along all street frontage within the subdivision. The sidewalks will be four (4) inches in depth except at drives where six (6) inch depth will be provided for the full width of the drive. It is the duty of each lot owner, at his own expense, to keep and maintain the sidewalks adjacent to his lot in a good and sufficient manner and to clear the aforesaid sidewalk of snow, ice, dirt, and any other debris within twenty-four (24) hours after such deposit. Sidewalks must be installed by 6/1/78. If sidewalks are not installed by the above date the developer will install sidewalks and bill the lot owner. If sidewalks are not paid for within 30 days of completion the developer will place a lien on the lot.

THE DEVELOPERS UNSOLD LOTS ARE EXEMPTED FROM THIS REQUIREMENT

ARTICLE II

APPROVAL OF PLANS

SECTION 1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements, including, but not limited to residential dwellings, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, must be submitted for examination and approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications 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. The Developer hereby expressly reserves to itself, and to its successors and assigns, the rights and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited 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 or by its successors and assigns is filed for record with the Lucas County, Ohio, Recorder.

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SECTION 2. In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of MONTICELLO WOODS as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, The Architectural Control Committee may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the 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 lots in MONTICELLO WOODS as a whole. Any determination made by the said Architectural Control Committee in good faith, shall be binding on all parties in interest.

SECTION 3. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall thereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of MONTICELLO WOODS.

SECTION 4. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the improved improvements without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

ARTICLE III

BASEMENTS

SECTION 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 and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "Easement", "Utility Easement(s)", "Toledo Edison Easement", "Drainage Easement", or with words of similar import, on the plat of MONTICELLO WOODS and along and upon all highways now existing or hereafter established and abutting all the lots in MONTICELLO WOODS. 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 to go upon the lots in MONTICELLO WOODS from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or on any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Easement", "Utility Reservation", "Drainage Easement", or with words of similar import, upon the plat of MONTICELLO WOODS the term "structures" as used in the foregoing portion of this paragraph shall include those structures set forth in Article I, Section 1 but shall not include lot improvements such as driveways and fences. No owner of any lot in MONTICELLO WOODS shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in MONTICELLO WOODS without prior written consent of the Developer, its successors and assigns.
ARTICLE IV
DURATION OF RESTRICTIONS, AMENDMENTS

SECTION 1. These covenants and restrictions 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, 2009 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

The covenants and restrictions may be amended prior to January 1, 2009 upon the written approval of the then owners of not less than two-thirds (2/3) of the lots in Acorn Woods, 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 lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2009 and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Victoria Cross upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE V
ENFORCEMENT OF RESTRICTIONS, OTHER MATTERS

SECTION 1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, its successors and assigns, or any person or persons owning any lot in Acorn Woods may prosecute any proceedings at law, or in equity, against the person or persons violating at attempting to violate any such covenants or restrictions to enjoin such violation, and to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

SECTION 2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Acorn Woods shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

SECTION 3. All transfers and conveyances of each and every lot in shall be made subject to these covenants and restrictions.

SECTION 4. Any notice required to be sent to any owner of a lot in 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 Architectural Control Committee.

SECTION 5. The rights, privileges and powers granted by this Declaration of Restrictions to, or reserved by, the Developer shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.
SECTION 6. Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

SECTION 7. No owner of any lot in Monterey Woods shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

SECTION 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.

SECTION 9. Each lot owner, by acceptance of a deed to a lot in Monterey Woods agrees and consents and shall be deemed to agree and consent that, in the opinion of Developer, the shape of, dimensions, number of structures or topograph of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Monterey Woods or of the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, Developer may, in writing waive these restrictions as to such lots so as to permit the erection of such buildings or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner or builder for whose benefit such modification is granted.

SECTION 10. Wherever used herein, the term "structure" shall mean and refer to anything or device (other than trees, shrubbery which is less than two (2) feet height if it in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, 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 lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or devise which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by the owner.

ARTICLE VI

PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

SECTION 1. Upon the completion and occupancy of not less than 1/2 of residential dwellings, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called "Monterey Woods Homeowners Association", or name similar thereto, and upon the formation of such association, every owner of a residential lot in the subdivision shall automatically become a member thereof, 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
recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

SECTION 2. Each lot owner, including Developer, shall be entitled to one (1) vote for each lot owned and where title to a lot is jointly owned, such co-owners acting jointly shall be entitled to only one (1) vote.

SECTION 3. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance conservation and beautification of the subdivision, and for the health, comfort, safety and general welfare of its residents.

SECTION 4. Developer may, by instrument in writing, assign and vest in the Association all of its rights, privileges and powers herein retained which assignment shall be recorded in the Lucas County, Ohio Recorder's Office.

SECTION 5. The Association shall collect and disburse funds which the Board of Trustees determines, from time to time, to be for the general benefit of the owners of all residential lots in the subdivision and as required to carry out the purposes herein set forth.

SECTION 6. The Association shall enforce all provisions of the recorded plat, these covenants and restrictions, and the regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

SECTION 7. For carrying out its purposes, after the Association is formed, each residential lot in the subdivision and the owner thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year.

SECTION 8. Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by a majority of the membership during the calendar year for which the assessment is levied and a notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

SECTION 9. A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. Such lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid notice of lien. The sale or transfer of any residential lot recorded prior to recording of the aforesaid notice of lien. The sale or transfer of any residential lot pursuant to any judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

SECTION 10. Any lot owner may request and upon payment of the reasonable expense thereof, shall receive, from the Secretary of the Association, a certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of any unpaid assessments.
ARTICLE VII

GENERAL

SECTION 1. In the event the Association shall be dissolved or otherwise cease to exist, all of its rights, duties and obligations shall automatically enure to the benefit of the owners of the residential lots in

SECTION 2. Until such time that the Association is formed, the Developer shall maintain the areas set forth in Article 6 Section 3.

IN WITNESS WHEREOF, Mercurio Developers Incorporated, an Ohio Corporation has caused this declaration to be signed by Joseph J. Mercurio, its President being a duly authorized officer of the said Mercurio Developers Incorporated, an Ohio Corporation on the day and year first above written.

Signed and witnessed May 8, 1989 before a Notary Public, Lucas County Ohio.

Signed and acknowledged in the presence of

[Signatures]

MERCURIO DEVELOPERS INCORPORATED

[Signatures]

Judith Duderar
Notary Public

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RECORDER, LUCAS COUNTY, OHIO

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