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OAK POINTE

DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN OAK POINTE

Whereas, Hamilton-Obranoff Builders, Inc., herein referred to as the owner, with its principal place of business at 8245 Farmsworth Rd, Suite C, Waterville OH 43566, hold title in fee simple to the following described parcels of land located in the Village of Whitehouse, Lucas County, Ohio, to wit:

Lot numbers 1 through 24 both inclusive, in Oak Pointe, a subdivision in the Village of Whitehouse.

And said parcels will hereafter be referred to as Oak Pointe recorded:

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Whereas, the Developer desires to create a general plan for the development of Oak Pointe and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes.

Now, therefore, the Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does hereby declare, covenant and stipulate that all property as shown on the recorded plat of Oak Pointe shall hereafter be conveyed by the Developer, its executors, administrators and assigns, subject to the following Restrictions and Conditions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property, and their heirs, successors, and assigns.

ARTICLE I

USE OF LAND

1. Each lot shall be used only as a building site for one single family residence and related activities. There shall be no splitting of lots from present size to allow for more than 24 single-family lots within the plat.

2. No lot shall be used for the outdoor storage of automobiles, trucks, tractor trailers, busses, snowmobiles, recreational campers, recreational vehicles, trailers, scrap, paper, glass, rubbish, debris, or any reclamation products or material, 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 therein. 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.

3. The term "front yard" shall mean the open space at grade level between street right-of-way and the front of any building upon the lot, unoccupied and unobstructed by any portion of a building from the ground upward, except as otherwise provided herein. No front yard shall be less than what is described upon the final plat. No residence, building, garage, out building, or other structure shall be constructed within the front yard. The front yard shall be used exclusively for walks, open space, drives, lawn and yard, including the growing of trees, shrubbery, plants, and related ornamentation beautifying the lot, and for no other purpose.

4. The term "side yard" shall mean the open space at grade level between the side lot line and the nearest side of any building upon the lot, unoccupied and unobstructed by any portion of a building from the ground upward, except as otherwise provided herein. No side yard shall be less than ten (10) feet in width. No residence, building, garage, etc., building, or other structure shall be constructed within the side yards.
5. Any truck camper, travel trailer, bus, mobile home, travel trailer, boat, boat trailer, pop-up tent camper, or other similar housing device, occupied, unoccupied, or stored on any lot within the subdivision, shall be housed within an enclosed building.

6. No fence, swimming pool, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any lot within the subdivision, without the prior written approval of the Architectural Control Committee referred to herein, or its successors and assigns. No fence of the "chain link" type shall be permitted on any lot or portion thereof within the subdivision.

7. No above ground swimming pool shall be allowed within the subdivision. In ground pools, hot tubs or Jacuzzi type pools shall be permitted subject to review of the Architectural Control Committee.

8. No satellite dish type antennas, television or radio aerials, or other obtrusive type antennas, shall be allowed unless approved by the Architectural Control Committee. Said antennas must be unobtrusive in design, placement, installation and use.

ARTICLE II
ARCHITECTURAL CONTROL

1. Architectural Control Committee:
The Developer, executors, administrators and assigns shall act as the Architectural Control Committee to which plans, plot plans, and specifications for structures, buildings and improvements, (including, but not limited to, basements, swimming pools, tennis courts, signs, walls, fences, bridges, mailboxes – shall be wooden, driveways and landscaping, must be submitted for examination and approval before any erection or improvements shall be made upon any lot and before any additions, changes or alterations may be made to any structure or other improvement then situated on a lot. No structure or improvement shall be erected, changed, or improved without the prior written approval of the Architectural Control Committee or its assigns.

2. Plans:
The aforesaid detailed plans, plot plans, and specifications shall show the size, location, type, architectural design, quality, use, material, construction, color scheme, paint, grading plans and landscape plans for the lot and the finished grade elevation thereto and must be prepared by a competent architect or drafter. Such plans, plot plans, and specifications shall be furnished to the Architectural Control Committee in sufficient numbers so that the committee may retain a true copy thereof with its records. The Developer hereby expressly reserves to itself and to its heirs, executors, administrators and assigns, the right and privilege of assigning or relinquishing its 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 such assignment or relinquishment, signed by the Developer or by its executor, administrator, or assigns is filed for record with the Recorder's office, Lucas County, Ohio.

3. Standards:
In requiring the submission of detailed plans, plot plans, and specifications as herein set forth, the Developer has in mind the development of Oak Pointe as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans, plot plans, and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the residence contemplated in relationship to the residence or proposed residence on contiguous or adjacent lots, its aesthetics, artistic and architectural merits, its suitability for the lot on which it is proposed to be constructed, the location of the building on the lot and its spatial relationship to other buildings on lots in the subdivision, and such other factors as may be deemed to be in the interest or benefit of the owners of lots in Oak Pointe as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest. Nothing contained in these regulations shall restrict the power of the Architectural Control Committee to require greater front yard or side yard set backs that the minimums set forth herein.
4. Living Space:
The living space for each single family residence to be constructed on any lot within Oak Pointe shall be determined by the Architectural Control Committee, subject to the minimum standards set forth herein. The living space shall be a minimum of 1900 square feet for single story homes and 2300 square feet for multiple story homes. Living space does not include garage, basement, storage areas, or similar areas of the residence. Nothing contained in this paragraph, however, shall restrict the power of the Architectural Control Committee to require greater square feet of living space for any particular residence on a lot where it would be in the best interest and benefit of owner of the lots and of the subdivision as a whole, to increase the minimum square footage of living space set forth herein.

5. Garages:
All garages shall be attached to the resident structure located on the lot so as to become an integral part of the structure. No garage or any addition thereto shall be erected or constructed until the same has been reviewed and approved by the Architectural Control Committee.

6. Outbuildings:
Outbuildings shall not exceed nine hundred (900) square feet of grade floor area and may not extend into the front yard or minimum side yards. The location, style, height, color, and construction of any out building shall be subject to the review and approval of the Architectural Control Committee.

7. 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 Oak Pointe.

8. 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 improvements without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

ARTICLE III
OAK POINTE HOMEOWNERS ASSOCIATION, INC.

1. The Developer shall cause the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named Oak Pointe Homeowners Association, Inc. Hereinafter called the “Association”. The owners of lots in Oak Pointe and all persons who hereafter acquire title to such lots, shall automatically be members of the Association, and shall be entitled to all rights and privileges of such membership and subject to all the duties and obligations thereof as set forth in this Declaration of Restrictions of Oak Pointe, the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any residential lot and shall automatically transfer membership to the transferee of said lot. The purpose of this Association is to act for the developer upon his assignee of duties referred to in these Declarations including his duties as Architectural Control Committee.

2. Each member of the Association shall be entitled to one vote for each residential lot owned. The Developer shall be entitled to one (1) vote for each lot not yet conveyed by him for as long as he holds title to any lot in Oak Pointe. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and the vote of each residential lot shall be exercised by the owners as determined among themselves, but no more than one (1) vote may be cast with respect to any one (1) residential lot. It is not the obligation of the Association to determine the authority of the member casting such a vote.

3. The Association shall act in the capacity of the Developer as it pertains to Article II, Approval of Plans, all plans within Oak Pointe have been fully developed with a single family dwelling unit and satisfactory completion of any other construction or improvement projects under review by the Developer at that time or at an earlier time if so stipulated by the Developer. The filing of notice of
transfer by the Developer with the Lucas County Recorder’s Office assigning its duties as
Architectural Control Committee to the Association, shall be sufficient to vest authority in the
Association for this purpose.

4. Meetings of the Association may be called by any five (5) lot owners. Written notice of such meeting
must be given to each lot owner of record at least one (1) week in advance of any meeting. Decisions
by the Association shall be made by a majority of the lot owners of record.

5. The Association shall have the power and authority to implement minor improvements within the
subdivision, and the responsibility to maintain the landscaping and lawn within the road way, islands
and the Whitehouse-Spencer Road right of way for the benefit and enjoyment of all of the lot owners
within the subdivision. In order to accomplish this purpose, the Association shall have the power to
levy an annual assessment in such an amount as may be annually determined by the Association. All
assessments of the Association shall be prorated equally among all lot owners. The assessments shall be
determined by an annual budget established by the Association and the assessment shall be due and
payable by May 1st of each year. The Association shall also be responsible for the collection of all
assessments. The Association is hereby granted the right to place a lien upon any lot within Oak
Pointe in order to secure the payment of any past due assessment. Payment of the assessment shall be
the obligation of the owner or the joint and several obligations of the owners of each lot upon the
same comes due and payable. The Association, by and through its designated representative,
including an attorney at law on their behalf, may file a notice of lien for such assessment with the
Lucas County Recorder’s Office setting forth the amount of the assessment and the period of which
the assessment applies, and proceed to collect the same by foreclosure of said lien as by other judicial
proceedings; together with recovery of all costs, expenses, and attorney fees incurred in the collection
thereof. Said lien shall be subordinate to any mortgage placed upon the lots. Nothing obtained
herein shall prohibit the Association from levying a special assessment for extraordinary purposes that
benefit the subdivision as a whole.

ARTICLE IV
EASEMENTS

1. The Developer reserves to itself, its executors, administrators and assigns, the exclusive right to grant
consents, easements, and right-of-ways for the construction, operation and maintenance of electric
lines, telephone and telegraph poles, wires and conduits, including underground facilities for
electricity, water, gas, sewer, storm sewer, cable vision, and other utilities, conduits and facilities on,
over, below or under all the areas designated as “utility easement”, “sewer easement”, “detention
easement”, or with words of similar import on said Plat of Oak Pointe and along and upon all
highways now existing or hereafter established and abutting all the lots in said Oak Pointe. Developer
also reserves to itself, the right to go upon or permit any public utility company to go upon the lots
in said Oak Pointe from time to time to install and maintain said equipment, and to trim trees,
shrubbery’s which may interfere with a successful and convenient operation of said equipment. No
building or other structure on any part thereof, shall be erected or maintained over or upon any part
of the areas designated as “utility easements”, “sewer easements”, “detention easements”, or words of
similar import upon said recorded Plat of Oak Pointe.

2. No owner of any lot in Oak Pointe shall have the right to reserve or grant any easement or right-of-
way over or upon any of the lots in said Oak Pointe without the written consent of the Developer.

ARTICLE V
DURATION OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run
with all the land in Oak Pointe and shall be binding upon the Developer and all persons claiming under
or through the Developer and all persons claiming under or through the Developer until January 1,
2014; at which time these covenants and restrictions shall be automatically extended for successive
periods of ten (10) years. The covenants and conditions contained herein pertaining to Oak Pointe
may be terminated as of January 1, 2014, and may be amended or terminated thereafter with the written approval of the owners of 75% of the lots of record in Oak Pointe upon the filing of an instrument signed by 75% of the owners of record of all the lots in said Oak Pointe with the Recorder of Lucas County, Ohio.

ARTICLE VI
ENFORCEMENT OF RESTRICTIONS

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

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 Oak Pointe shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All transfer and conveyances of each and every lot in Oak Pointe shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owners of a lot in Oak Pointe 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. The current address of the Developer is:

Hamisar-Obenos Builders
835 Farnsworth Rd., Suite C
Waterville OH 43566

5. The rights, privileges, and powers granted by this Declaration of Restrictions to, and/or reserved by, the Developer shall be assignable and shall inure to the benefit of the administrators, executors, and assigns of the Developer.

6. Each lot owner, by acceptance of a Deed to a lot in Oak Pointe agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict interpretation or enforcement of the building lines as shown on the plat of Oak Pointe or of the yard requirements stated herein or of any other provisions of these restrictions and restrictions would work a hardship, Developer may, in writing, modify these restrictions as to such lot so as to permit the erection of such building 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 and/or builder whose benefit such modifications is granted.

7. The Developer and/or the Architectural Control Committee shall have the right to construe and interpret these restrictions, and its construction and interpretation, in good faith, shall be final and binding as to all person and property benefited or bound by such restrictions. Failure by the Developer and/or Architectural Control Committee or any person to proceed with enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.
IN WITNESS WHEREOF, Hanifan-Obenauf Builders, Inc., the Developer herein, have caused this Declaration of Restrictions to be executed on the __ day of January, 2003.

Hanifan-Obenauf Builders, Inc.

By

Signed and acknowledged in the presence of:

Chare Piersma

Degan L. Langce

STATE OF OHIO
COUNTY OF LUCAS
SS:

The foregoing instrument was acknowledged before me on this __ day of January, 2003 by Gary Obenauf, to me known to be the person described herein, as Developer and Managing Partner for the purposes set forth herein.

Dyan L. Daylor
Notary Public

Prepared by:
Hanifan-Obenauf Builders, Inc.
8345 Farnsworth Rd., Suite C
Wadsworth OH 44281

RECEIVED & RECORDED

JAN 8 2003

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RECORDER, LUCAS COUNTY, OHIO

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