OAKCREEK, PLAT V

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 RESTRICTIONS

WHEREAS, Port Lawrence Title and Trust Company, Trustee (hereinafter referred to as "Trustee") is the owner in fee

sample of the following described real estate:

Lots 43-53 in Oak Creek Plat 5 A Subdivision in Sylvania

Ward 3, (each, hereinafter referred to as "Lot") recorded in the Lucas County Recorder's Office, and

WHEREAS, Trustee, for the benefit of Oak Creek Purtainers, LLC (hereinafter referred to as "Developer") has recorded

a plat for the development of said real estate into a subdivision of lots known as Oak Creek Plat V, and a Declaration of

Restrictions regarding the development of said real estate was filed for the benefit of Developer with the Lucas County

Recorder and is recorded at Vol. 149 of Plats, Page 44.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual benefit and protection of each and

every person who shall hereafter become an owner thereof, Trustee does, for itself, and its successors and assigns, hereby

declare, covenant and stipulate that all lots platted in and from the above described real estate (which plat is known as

Oak Creek Plat V), in the Township of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said

Trustee, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which hereby

supersede and replace in its entirety said Declaration and which shall run with the land, to-wit:

ARTICLE I

USE OF LAND

1.1 All lots, Residential Lots #1 through and shown on the recorded plat of Oak Creek Plat V as the same are

may be hereafter combined and/or subdivided shall be referred to herein as "residential lots." No structure shall be erected,

placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 2,700 sq. ft. of living

area (measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms and garages) having a

private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or

connected by means of a covered access to the dwelling and shall be side or rear loading, and such accessory buildings and

uses as are approved by the Developer as provided under Article II hereof. With respect to each structure erected or

maintained in the subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be

permitted. No more than one single family residence shall be permitted on any residential lot, provided, however, that

00 3742B11
individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the developer.

1.3 Use Restrictions. No building or structure shall be erected and no activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 Commencement of Structures. Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to a lot, unless an extension is approved as writing by the Developer and the Architectural Control Committee, and all structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 Pets. Dogs, cats or other domestic household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developer. Pit Bulls and other vicious animals are strictly prohibited in Oxcrook.

1.6 Signs. 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, or posted or otherwise displayed on the property and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. 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 the Subdivision. No dwelling
detailed plans and specifications approved therefore by the Developer as provided under Article II hereof unless approved by
the Architectural Control Committee at which time an alternate completion time and date will be established. Any truck, boat, bus,
tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Subdivision, shall be suitably
housed within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations
for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the
Developer.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings,
landscape, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges,
garages, basements, swimming pools, tennis courts and other equipment) to be constructed within the Subdivision shall be
submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be
obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and
before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The
Developer shall approve, reject or approve with modifications all submissions within thirty (30) days after submission of the
plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of
the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality,
use, construction materials and plans and specifications shall be prepared by a competent architect or draftsman and three (3)
complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

2.2 Architectural Standards, Harmonious Plans. In requiring the submission of detailed plans and
specifications as herein set forth, Developer intends to assure the development of Oak Creek Plat V, as an architecturally
harmonious, artistic and desirable residential Subdivision, with individual residences to be constructed in such architectural
styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one
another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its
approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed
building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The
developer will not approve designs which are in conflict with the aesthetic standards of the community.

2.3 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon
side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side, and rear lines of said lot, shall apply to and include, porches, verandas, porte cocheres and other similar projections of said dwelling.

2.4 Maximum Height. No structure constructed or erected within the Subdivision shall be greater than two and one-half (2-1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer.

2.5 Swimming Pools Above Ground. No above ground swimming pool shall be permitted to be installed or maintained on any lot unless plans and specifications are submitted to the Developer and its approval is granted in writing.

2.6 Driveway. All driveways shall be asphalt. The location of any driveways not now established shall be determined by developer in writing at the time of approval of the plans and specifications for said dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereof in writing.

2.7 Trees. No structure or any part thereof shall be erected, placed or maintained on any lot in Oak Creek Plat V, nearer to the front or street line or lines than the building setback lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, not sidewalks (and drives), if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentation's, for the purpose of beautifying any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere therein. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed unless approved in writing by the Developer. No trees shall be
removed from house or driveway area until Developer has removed as many trees from such area as he deems necessary for replanting purposes.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all building sites and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to the general plan for the development and use of Oak Creek Plat V. Deviation of 12" or more is strictly prohibited unless approved by the Developer.

2.9 Basketball Backboards and Satellite Dishes. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building lines as set forth on the plat, and all such basketball backboards whenever erected shall be approved by Developer. No Satellite dish or receiving device of any nature are allowed in Oak Creek, Plat V without the written consent of the developer.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed, or suffered to remain upon said lots until the written consent of the Developer shall have been first obtained therefor, subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Wire fencing may be attached to split rail fencing on the property owner's side of the fence with Developer approval. Fences shall not be erected nearer to any street than the building setback line or lines shown on the plat of this Subdivision. No fencing shall be installed on Lot 49 on the N 41° 03' 56" E – 133.94' or the S 41° 03' 56" W – 125.47' area leading to Lot A.

2.12 Construction in Violation of Approved Plan. Developer, its successors, and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, architectural approval letters and conditions herein contained, to enter the property upon or as to which such violation or breach of, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer. The developer shall not, by reason thereof be deemed
and legal fees for correcting noncompliance with approvals and restrictions shall be paid by owner. The
developer reserves the right to bring houses and landscaping into compliance with approved plans and all
approval letters. The cost of such correction will be billed to the homeowner. The authority is reserved to place a
lien on the property to pay for such corrective actions. A failure of Developer to enforce any of the restrictions,
rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be
construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or
recurring breach or violation thereof, and Developer shall at any and all times have the right to enforce the
same.

“Notice of Lien”

Notice is hereby given that Oak Creek Development Company claims a lien for unpaid Cleanup Charges
incurred through ___________________ in the amount of $_____________________ and for its expenses
including attorney fees in the amount of $_____________________ against the following described premises:

Oakcreek Partners, LLC

BY _________________________________

STATE OF OHIO

) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ______ day of _______ 20__ by

______________________________

Oakcreek Partners, LLC and Ohio Partnership on behalf of the partnership.

Notary Public
No owner may waive or otherwise escape liability for cleanup costs provided for herein by sale or transfer or abandonment of his residential lot. The lien for cleanup costs shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the lien; provided, however, that the foreclosure of a first mortgage shall extinguish the lien.

2.13 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.14 The Oakcreek Property Owners' Association. The Developer has caused a corporation not-for-profit to be incorporated under the laws of the State of Ohio named "The Oakcreek Property Owners' Association" ("Association"). The owners of lots in Oakcreek Plat V and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in Oakcreek Plat V, the Developer, by an instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges, and power reserved and retained by the Developer by the terms of the Amended Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of Oakcreek Plat V in the manner determined by the Association to be for the best interests of the owners of lots in the Plat. It is the intent of the Developer to develop additional plats on real estate adjoining Oakcreek Plat V. In the event of such additional development it is contemplated that restrictions similar to those described in this Amended Declaration of Restrictions will apply to all lots in such additional plats. Upon the recording of such a Declaration of Restrictions for any such additional plat which provides for membership in Oakcreek Property Owners' Association for owners of lots in such additional plat, then all owners of lots in such additional plat(s) shall automatically be members of the Oakcreek Property Owners' Association.

2.15 Maintenance Charges. Each and every lot in Oakcreek Plat V shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Dollars ($100.00) annually (such assessment shall be on a per lot basis), payment to be made in equal
calendar year commencing May 1, 2001. The Association shall have a lien perpetually upon lots in Oakcreek Plat V and the lots in additional plats made a part hereof to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that the Oakcreek Property Owners' Association claims a lien for unpaid annual assessments for the year(s) __________ in the amount of $__________.

against the following described premises:

(Insert legal description)

THE OAKCREEK PROPERTY

OWNERS ASSOCIATION

By: ____________________________

President

STATE OF OHIO

COUNTY OF

The foregoing instrument was acknowledged before me this __________ day of __________, 2000

by ____________________________, President of the OAKCREEK PROPERTY

OWNERS ASSOCIATION, an Ohio corporation, on behalf of the corporation.

__________________________

Notary Public
In the event that any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above described lien and, in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that regard, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in the Oak Creek Plat V and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Oak Creek, including the maintenance of roadways, parks, and drainage areas, and the management and enforcement of the Association’s rights and duties under the within Amended Declaration of Restrictions.

ARTICLE II

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant covenants, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the services of the Subdivision on, over, below or under all of the areas designated as “Utility Easements,” or with words of similar import, on the recorded plat of Oak Creek Plat V, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained
over or upon any part of the areas designated as "Utility Easement," or with words or similar import, upon the recorded plat of Oakcreek Plats V. The term "structures" as used in the foregoing portion of the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article II, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article II, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article II, Section 3.1 shall terminate.

ARTICLE IV
DURATION OF RESTRICTIONS, AMENDMENTS

4.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2008, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2 Amendments. These covenants and restrictions may be amended or revoked with the written approval of the then owners of not less than seventy-five percent (75%) of the residential lots in Oakcreek Plats V, which amendment or revocation 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.

ARTICLE V
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, 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 restrictions 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.
5.2 **Saving Clause.** The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

5.3 **Transfers Subject to Restrictions.** All transfers and conveyances of each and every residential lot in the Oak Creek Plat V shall be made subject to these restrictions.

5.4 **Notices.** Any notice required to be sent to any owner of a residential lot or any part thereof or to the Developer or to the Association 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 the Association as such address appears on the applicable public record.

5.5 **No Waiver of Violations.** 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.

5.5 **Waiver of Restrictions by Developer.** Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Developer, may, in writing, grant.
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of this 27th day of October 2000.

WITNESSES:

Ramea O. Hyder

Marylee M. Klotz

PORT LAWRENCE TITLE AGENCY
TRUSTEE
By: Victor Crouch, Executive Vice-President

By: Margaretta B. Latiery

STATE OF OHIO, COUNTY OF LUCAS:

The foregoing instrument was acknowledged before me this 27th day of October 2000, by Victor Crouch, Executive Vice-President and Treasurer of Port Lawrence Title Company, Trustee, an Ohio Corporation, on behalf of the Corporation.

Paula L. Hyder
Notary Public

STATE OF OHIO, COUNTY OF LUCAS:

The foregoing instrument was acknowledged before me this 27th day of October 2000, by Douglas C. Lawrence, Partner of Oakcreek, LLC, an Ohio Partnership, on behalf of the Partnership.

Robin L. Russell
Notary Public

RECEIVED & Recorder, Lucas County, Ohio

00 3742C10