OAKCREEK, PLAT VI

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 simple of the following described real estate:

Lots 54 through 68 Oakcreek Plat VI

WHEREAS, Trustee, for the benefit of Oakcreek Partners, LLC (hereinafter referred to as "Developer") has recorded a plat for the development of said real estate into a subdivision of lots known as Oakcreek, Plat VI, and a Declaration of Restrictions regarding the development of said real estate was recorded for the benefit of Developer with the Lucas County Recorder and it recorded at Vol. 149 of Plats, Page 44.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual benefit, use, 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 Oakcreek Plat VI), 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 made Declaration said which shall run with the land, to wit:

ARTICLE I

USE OF LAND

1.12 per Residential Lots. All of the lots located and shown on the recorded plat of Oakcreek Plat VI as the same 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 3,000 sq ft of living area, including (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 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 hereto. With respect to each lot...
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 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 activity 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 several 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, waste, paper, glass or any reclaimable products or material except that during the period while a house structure is being erected upon any residential lot, building materials to be used in the erection of said structure may be stored thereon; provided however, that any building materials not incorporated into said structure shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence construction of a house on a lot within three (3) years after receiving title to a lot, unless an extension is approved in 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 lot, road or driveway, either residential or commercial, or approved structures shall be removed from any residential lot without the approval of the Developer as provided under Article II hereof.

1.5 Pets. Dogs, cats or other domestic household pets must be 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
accordance with the rules and regulations adopted by the Developer. Vicious animals are
strictly prohibited in. Ouchreel. 

Article 1.6: Signs. No signs of any character other than signs of not more than ten (10)
square feet in area during the sale of the residential lot on which such sign is located shall be
erected, placed, or posted or otherwise displayed on

and the Developer shall have the right to prohibit, restrict, and control the size, construction,
material, wording, location and height of all such signs.

Article 1.7: Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or
any other temporary shelter or housing device shall be maintained or used as a residence, temporarily
or permanently, in the Subdivision. No dwelling erected in the Subdivision shall be used as a
residence until the exterior thereof has been completed in accordance with the 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
will be established. Any truck, boat, bus, tent, mobile home, trailers or other similar housing
device, if stored on any residential lot in the Subdivision, shall be suitably housed within a garage
by using of All: rotosky, debris; and garbage shall be stored within the garage. Additional
regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may
be established by the 

ARTICLE II

ARCHITECTURAL CONTROL

Section 2.1(d) Submission and Approval of Plans and Specifications. The plans and
specifications for all buildings, landscaping, and other improvements and structures (including,
but not limited to, signs, fences, walls; driveways, hedges, garages, basements, swimming pools,
tennis courts and other enclosures) 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
commenced or placed upon any residential lot and before any addition, change or alteration may
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 drafterman.
and two (2) 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 Plan. In requiring the submission of
detailed plans and specifications as herein set forth, Developer intends to assure the development
of Oakcreek Plat VI, as an architecturally harmonious, artistic and desirable residential
community, 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 named 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. Thus 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, altered or
suffered to remain upon any lot, nearer the front or street line or lines than the building or other
lines as shown on the recorded plat nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of its 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. **Driveways.** All driveways shall be asphalt or concrete. The location of any driveways not now established shall be determined by the Developer in writing at the time of approval of the plans and specifications for said dwelling. Location and specifications for expansion of any driveway shall be submitted to Developer and its approval thereof endorsed therein in writing.

2.7. **Trees.** No structure or any part thereof shall be erected, placed or maintained on any lot in Oakcreek Plan VI nearer to the front of the 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 stationary 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 thereon. 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.
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 Oakcreek Plat VI. Deviation of 12" or more is strictly prohibited unless approved by the Developer. Certain lots in Oakcreek Plat VI are located within a floodplain and shall be built and graded as shown on the approved grading plan.

2.9 Basketball Backboards and Satellite Dish. 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 thereafter erected shall be approved by the Developer. No satellite dish or receiving device of any nature are allowed in Oakcreek Plat VI 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, 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 on corner lots or rear building line of the home.
2.12. Construction in Violation of Approved Plans. 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 file an Architectural lien or 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 exist thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer. The developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. All costs including, costs of construction 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 shall 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 farther or succeeding 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 an architectural lien or a lien for unpaid charges incurred through _______________ in the amount of $________________ and for its expenses including attorney's fees in the amount of $________________ against the following described premises:

Oak Creek Partners, LLC

BY

STATE OF OHIO )

COUNTY OF LUCAS  )

SS:

00 4183B09
The foregoing instrument was acknowledged before me this ___ day of 
__ 20___ by _______________ Oakcreek Partners, LLC an Ohio 
Partnership on behalf of the partnership.

Notary Public

No owner may waive or otherwise escape liability for an architectural lien or for correction of violation of restrictions costs provided for herein by sale or transfer or abandonment of his residential lot. The lien for architectural or 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 may 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 VI 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 VI, the Developer, by an instrument in writing in the nature of an assignment, may vest in the Association the rights, privileges, and powers reserved and retained by the Developer by the terms of the Declaration of Restrictions except architectural control shall be retained by the developer until given to the Association in writing. 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
owners of the lots in the Plat. It is the intent of the Developer to develop additional plats on real
estate adjoining Oak Creek Plat VI. In the event of such additional development it is
contemplated that restrictions similar to those described in this 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 Oak Creek 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 Oak Creek Property Owners' Association.

2.15 Maintenance Charges. Each and every lot in Oak Creek Plat VI shall be subject to
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
installments on the first day of May and the first day of November each calendar year for such
calendar year commencing May 1, 2001. The Association shall have a lien perpetually upon lots
in Oak Creek Plat VI 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 Oak Creek 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: ____________________

004183B11
STATE OF OHIO
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of
______ 2000 by ______________, President of
the OAKCREEK PROPERTY OWNER'S 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 deficiencies 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 Oakcreek Plat VI 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 Oakcreek,
including the maintenance of boulevard areas, ponding areas, drainage areas, and the
of Restrictions. A separate Plat VI Homeowner’s Association shall be formed for the care and maintenance of the entryway island, entryway walls and the cul de sac in Plat VI. The initial fee shall be $150.00 yearly beginning May 1, 2001. All lien rights shall be the same as the Association.

ARTICLE 11

EASEMENTS

3.1 Reservation of Easement Rights. 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, 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 Oakcreek 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 Easements," or with words of similar import, upon the recorded plat of Oakcreek Plat VI. 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 11, 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
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, 2010, 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 Plat VI, 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
for 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 Transfer Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Oakcreek Plat VI 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 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.

5.6 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 a variance.
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of this 7th day of December, 2000.

WITNESSES:

PORT LAWRENCE TITLE & TRUST CO.
TRUSTEE

By: Margrett R. Laskey
President

By: Fred C. Meyer
Vice-President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Port Lawrence Title & Trust Company, Trustee and Margaret R. Laskey, President of Port Lawrence Title Company, Trustee, an Ohio Corporation, on behalf of the Corporation.

PAULA L. HYDER
Notary Public, State of Ohio
Commission Expires 6-12-03
Oak Creek, LLC

WITNESSES:

Jerald V. Holscher

PAULA L. HYDER
Notary Public
Commission Expires 6-12-03

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Raymond Warman, Partner of Oak Creek, LLC, an Ohio Partnership, on behalf of the Partnership.

PAULA L. HYDER
Notary Public
Commission Expires 6-12-03

RECEIVED & RECORDED
DEC 08 2000
SUE RIOLIX

PORT LAWRENCE TITLE BOX
APPL/PAULA HYDER

00 4183C 04