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.
McGowan-Corey, Inc., an Ohio corporation, for valuable consideration paid grants with general warranty covenants to Am. L. T. Services, Inc., Trustee, whose tax mailing address is 420 Madison Avenue, Suite 1200, Toledo, Ohio 43604, the following real property:

Lots number 1 through and including 13, in the plat of Riverhills, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the plat of said subdivision recorded in book 1314, pages 27 through 30, of Plats in the records of Lucas County, Ohio.

Together with all the privileges and appurtenances thereto belonging, but subject to (1) zoning ordinances, (2) restrictions and public utility or other easements of record, (3) taxes and assessments not due and payable and (4) the covenants, conditions, easements, restrictions and reservations contained in the Declaration of Restrictions for Riverhills attached hereto and hereby incorporated by reference as if fully rewritten herein, as to which Declaration of Restrictions the said grantee, for itself as trustee and its successors and assigns, in consideration of the execution and delivery of this Deed, hereby covenants and agrees to comply with and obey.

Prior Instrument Reference Lucas County Deed Records

IN WITNESS WHEREOF, McGowan-Corey, Inc. has caused this instrument to be executed and delivered by its duly authorized officer on October 17, 1994.

Signed, Acknowledged and Delivered in the Presence of:

SALLY J. NEARY
Print Name

SALLY J. NEARY
Print Name

Michael S. McGowan, Secretary

McGOWAN-COREY, INC.

Transferor

Transfer Date: 10/17/94

IN COMPLIANCE WITH SECTION 319.302 R.C.

LARRY A. KACZALA, AUDITOR

LUCAS COUNTY, OHIO

FEE $ 20

EXEMPT

T.D. PARCEL 12

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me on October 17, 1994, by Michael S. McGowan, Secretary of McGowan-Corey, Inc. an Ohio corporation, on behalf of the corporation.

Henry J. Oleszczuk
Notary Public

This Instrument Prepared By:
Michael S. McGowan
1000 Jackson
Toledo, Ohio 43624
DECLARATION OF RESTRICTIONS FOR RIVERHILLS

This Declaration is made by McGOWAN-COREY, INC., an Ohio corporation (hereinafter referred to as "Developer") on October 12, 1994.

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio:

Lots Numbers One (1) through Thirteen (13), both inclusive, in Riverhills, a Subdivision in the Township of Sylvania, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "Riverhills"; 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 Riverhills, certain easements and rights in, over and to Riverhills and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purposes described above, hereby declares as follows:

ARTICLE ONE

Section 1. Approval of Dwellings. No Dwelling (as hereinafter defined) or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or allowed to remain upon any lot in Riverhills ("lot"), unless and until the size, location (based on a preliminary staking of the Dwelling location), type, style or architecture, use, the materials of construction thereof, and the color scheme thereof, the grading plan of the lot, including the grade elevation of the Dwelling, the plot plan showing the proposed location of the Dwelling, the driveway and any other structures or improvements upon any lot and the plans, specifications and details of the Dwellings and other structures shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no Dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any said lot.

Notwithstanding Developer's general right to approve construction materials, no Dwelling shall be constructed with aluminum or vinyl siding. In approving the location of a Dwelling, Developer may require the retention of the topography of the lot. Further, no live trees with a diameter of eight inches or more measured two feet above the ground shall be removed without Developer's approval.
Section 2. Single-Family Residences. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and nothing other than one (1) single-family, private residence purpose building, hereinafter for convenience called "Dwelling," and related structures permitted under this Declaration shall be erected, reconstructed, placed or allowed to remain thereon. All Dwellings must have a minimum of 3,200 square feet of living space exclusive of basement, porches and garages.

Section 3. Dwelling Location: Setbacks. Due to variations of the topography on the lots, no Dwelling shall be erected, reconstructed, placed or allowed to remain upon any lot nearer the front or street line or lines than the building set-back lines (the "set-back lines") as shown upon the Plat of Riverhills (the "Plat"), nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. This restriction as to the distance at which the Dwelling shall be placed from the front, side and rear lines of any lot shall apply to and include porches, verandas, detached garages, and other similar projections of the Dwelling and other permitted structures. The parcel of land upon which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or, with the written consent of Developer, part of one, two or more lots. Developer may require Dwellings to be erected farther from the street than the building set-back line or lines.

Section 4. Garages and Outbuildings. No garage or outbuildings related to the use of a Dwelling, such as a pool house, or any addition thereto or alteration thereof shall be erected, reconstructed, placed or allowed to remain upon any lot until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage and outbuildings, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said structure shall have been lodged permanently with Developer, and no structure except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any lot. All garages shall be for the exclusive use of the family occupying the related Dwelling and the servants thereof and shall be made an attached and integral part of the Dwelling. All garages shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to the Dwelling. All garages must be side or rear loading.

Section 5. Driveways. The location and slope of any and all driveways shall be determined by Developer in writing at the time of the approval of the plot plan and the plans and specifications for the Dwelling. No driveway shall be located, relocated, or allowed to remain upon any lot except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.
Section 6. Landscaping. The portion of each lot between the Dwelling and the street shall not be used for any purpose other than that of a lawn, sidewalks (and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or ornamental plants, for the purpose of beautifying any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. With Developer’s approval, the owners of Lots 1 through 10 may leave the portion of the lot behind the Dwelling in its natural state. No statuary, fountains or similar ornamentation shall be placed upon any lot between the Dwelling and the street without the written consent of Developer having first been obtained. Within two (2) months after the earlier of the completion and occupancy of a Dwelling on any lot in Riverhills, the portion of the lot shown as yard on the plans approved by Developer shall be seeded, hydro-seeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is completed and occupied after October 31 or completion or occupancy occurs between October 31 and the following March 31, the yard shall be seeded, hydro-seeded or sodded by not later than the succeeding April 30. At the time of installation of landscaping, the owner of each lot shall install and thereafter maintain an underground sprinkler system covering the entire landscaped portion of the lot, including the right-of-way. The owners of lots 1, 10, 11, 12 and 13 shall extend the sprinkler system to cover the right-of-way along Corey Road. No fence, hedge, wall or enclosure of any kind or for any purpose shall be erected, placed or allowed to remain upon any lot until the written consent of Developer has been obtained therefor, and shall be subject to the terms and conditions of that consent as to its location, type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 7. Developer’s Right to Grant Variances. If, in the opinion of Developer, by reason of the shape, dimensions or topography of any lot, or by reason of the type of Dwelling to be erected thereon, or for any other reason satisfactory to Developer, the enforcement of the provisions of this Declaration would work a hardship, Developer may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in Developer’s judgment, do material damage to any abutting or adjacent property.

Section 8. Utility and Drainage Easements. Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot designated as “Drainage Easement”, “Utility Easement”, “Roadway and Utility Easement” or “Sanitary Sewer Easement” on the Plat and the right to grant consents for additional easements and rights of way over or upon any lot for the construction, operation and maintenance of electric, telephone, cable television and other data or information transmission poles, lines and conduits, and for water, gas and sewer lines and conduits or any other public utility facilities or drainage, together with the necessary or proper incidents and appurtenances. No Dwelling or other structure, or any part thereof, shall be erected, or maintained upon any part of the property in Riverhills,
over or upon which easements for the installation and maintenance of public utilities and drainage will be or have been granted. All electrical, telephone, cable television and other data or information transmission service to homes shall be underground from the main supply lines.

Section 9. Use Restrictions. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot other than the use of a portion of a Dwelling as a home office provided the activity conducted therein does not result in members of the public visiting the Dwelling on a regular basis. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or allowed to remain upon any lot (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any other lot in Riverhills or any adjoining land. No pole, overhead or exposed wires, or exterior fixture whether for electric light or any other purpose, shall be erected, placed or allowed to remain upon any lot or upon or visible from the outside of a Dwelling without the written consent of Developer first having been obtained. No advertising sign, billboard or other advertising device shall be erected, placed or allowed to remain upon any lot or upon or visible from the outside of any Dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or Dwelling "For Sale" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No radio or television antennas shall be erected, reconstructed, placed or allowed to remain on any lot. Satellite dishes may be installed on a lot if the size and location is approved by Developer and if Developer has not agreed to prohibit them pursuant to an agreement with any person providing cable television service to Riverhills.

Section 10. Domestic Pets. Except as otherwise provided herein, the maintenance or harboring of any animals other than domesticated dogs, cats or birds, all of which shall be maintained within the Dwelling, on a leash affixed to a stake or similar device of a length that will cause such pet to remain behind the rear of the Dwelling or in an enclosed fenced area (including a so-called underground electric fence) behind the rear of the Dwelling, so as not to unreasonably disturb neighbors, is expressly prohibited in Riverhills. Additional regulations regarding the harboring or maintenance of domesticated dogs, cats or birds may from time to time be established by Developer.

Section 11. Storage Restrictions. No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks, vans, inoperative vehicles or vehicles with
expired license plates shall be parked, stored or allowed to remain upon any lot unless kept within a garage.

Section 12. Mailboxes. All Dwellings shall be equipped with a mailbox of a uniform style and design approved by Developer, which shall satisfy the requirements of the United States Postal Service.

Section 13. Basketball Backboards. No basketball backboard shall be erected or attached to the front of any Dwelling or garage or closer to the street than the front of the Dwelling, and the location, design, color and construction of all such basketball backboards wherever erected shall be approved by Developer.

Section 14. Swimming Pools. No above-ground swimming pool shall be constructed, reconstructed or allowed to remain upon any lot. No other swimming pool shall be installed on any lot until the plans, specifications and a plot plan showing the location of such swimming pool shall have been approved in writing by Developer.

Section 15. Grades. Developer reserves the sole and exclusive right to establish grades and slopes on any lot herein described, and to fix the grade at which any Dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 16. Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage, basement or in an enclosed area in the rear or at the side of the Dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the Dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 17. Enforcement of Restrictions. Developer reserves and is hereby granted the right, but assumes no obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists 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 as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. 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 therefrom or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.
Section 18. No Subdivision of Lots. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 19. Variation from Approved Plans. In all instances where plans and specifications are required to be submitted to and are approved by Developer, any variance in the actual construction and location of any improvements shown on those plans and specifications shall be deemed a violation of these restrictions.

Section 20. Exercise of Developer's Authority. Where any of the foregoing covenants, reservations, agreements or restrictions provided for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if given by Developer, or its assigns, or by any other person authorized in writing to sign deeds on behalf of Developer.

Section 21. Reimbursement for Taps. Developer shall be reimbursed at the closing of the purchase of any lot an amount equal to the cost of any water, sewer or other utility tap servicing that lot which Developer was required to advance in connection with the development of Riverhills.

Section 22. Entrance and Landscape Easements. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over that portion of lot 1 designated as "Landscape and Entrance Easement" on the Plat for the construction, installation, operation and maintenance of decorative structures and landscaping at the entrance to Riverhills adjacent to Riverhills Lane. Developer also reserves to itself, its successors and assigns a perpetual easement in, through, under and/or over those portions of lots 8, 9 and 13 designated "Landscape Easement" on the Plat for the construction, installation, operation and maintenance of retaining walls and related landscape features. If required by Sylvania Township or Lucas County public authorities, Developer, or its successors and assigns, may enter into such agreements as it deems necessary or appropriate for the purpose of obtaining permission of such authorities to construct improvements in the right-of-way, and, on behalf of itself and the Association (as defined below) to release those authorities from any liability in connection therewith and to indemnify them as a result of any loss, expense or liability arising therefrom.

ARTICLE TWO

Section 1. Owner's Association. Upon the occupancy of not less than nine (9) Dwellings in Riverhills, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Riverhills Property Owners Association" or a name similar thereto (the "Association"), and upon the formation of the Association, every lot owner shall become a member thereof, and each owner
other than Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by such owner; provided, however, that where title to a lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to four (4) votes for each lot owned by Developer.

Section 2. Maintenance Obligations. The Association shall at all times maintain all structures, improvements and landscaping constructed, installed or at any time existing in any “Entrance and Landscape Easement” or “Landscape Easement” referred to in Article One, Section 22. The Association shall also maintain any street lights within Riverhills that are not otherwise maintained by public or quasi-public authorities. The Association shall pay directly, or reimburse the appropriate lot owner for, all real estate taxes assessed with respect to any improvements or landscaping constructed, installed or maintained by Developer or the Association in any of such areas.

Section 3. Assessments: Borrowing. The Association shall levy assessments against each lot for the purpose of performing the obligations required of it pursuant to Article Two, Section 2. The Association, by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations, including the right to levy additional reasonable assessments for all other activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of Riverhills, and for the health, comfort, safety and general welfare of residents of Riverhills and all property in Riverhills shall at all times be maintained subject to such rules and regulations. Any assessment applicable to a lot owned by Developer shall be limited to 50% of the amount assessed against other lots. Notwithstanding the foregoing, the Association shall not have authority to assess any lot or lot owner to pay the cost of any claim, suit, judgment or other liability assessed against the Association related to the activities of the Association or the existence, maintenance or condition of any structure, improvement or landscaping located in the areas designated on the Plat as “Entrance and Landscape Easements” and “Landscape Easement.” Further, the Association shall have the authority to borrow all or any part of the funds necessary for any purpose for which it is authorized to make assessments against the lots and lot owners, upon such terms and conditions as the officers and trustees of the Association deem appropriate.

Section 4. Lien for Assessments: Enforcement of Payment. An assessment shall become a lien against each lot on the date notice of the assessment is given to the lot owner. Assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners if more than one) of each residential lot at the time when the assessment becomes a lien. Members who fail to pay any assessment or any installment thereof within twenty (20) days of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:
Notice of Lien

Notice is hereby given that Riverhills Association claims a lien for unpaid assessments for the year(s) ________ in the amount of $_______ against the following described premises:

(Inset legal description)

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

RIVERHILLS ASSOCIATION

By ______________________

STATE OF OHIO

) ss:

COUNTY OF ______________

The foregoing instrument was acknowledged before me this _____ day of ___________, 19____ by ______________________ of Riverhills Association, an Ohio non-profit corporation, on behalf of the corporation.

__________________________
Notary Public

In the event any installment of any assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses of collection and foreclosure in that behalf, including attorney fees. No owner may waive or otherwise escape liability for any assessments provided for herein by non-use of any areas or facilities maintained by the Association or by abandonment of his lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage which was recorded prior to the notice of lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the owner(s) of such lot for such assessment. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.
Section 5. Certificate of Payment. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 6. Assignment by Developer. Developer, by an instrument in writing in the nature of an assignment, may, but shall not be required to, vest the Association, if and when formed, with all or any of the rights, privileges and powers herein retained by Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Restrictions Run With the Land. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer and the Association, created or reserved by this Declaration of Restrictions or by the Plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and more to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. Developer Approval; Non-Liability for Determinations. In requiring the submission of plans and specifications and in requiring the consent or approval of Developer as herein set forth, Developer intends to implement the development of Riverhills as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, Developer may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, the artistic and architectural merits of such improvement, its adaptability to the lot on which it is proposed to be constructed, the impact of the improvements on the drainage of the lot and adjacent lots and such other matters as may be deemed to be in the
interest and for the benefit of the owners of lots as a whole. Any determination made by Developer or its assigns, in good faith, shall be binding on all parties in interest. Although Developer is granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Riverhills, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge Developer from any claims they may have against Developer arising out of its exercise of such discretion and such rights of approval, disapproval and interpretation and/or for its failure or refusal to exercise such discretion, rights of approval, disapproval and interpretation.

Section 3. No Waiver. 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 4. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

Section 5. Violation of Rules and Regulations. A violation of any of the rules and regulations adopted by Developer or by the Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. Successors. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of, Developer's successors and assigns.

Section 7. Release of Authority. Developer reserves the right to surrender all or any approval or similar rights retained by it hereunder or to assign such rights to any successor to Developer's interest in Riverhills or to the Association. Developer shall incur no liability to any lot owner or others by reason of such surrender or assignment.

ARTICLE FOUR

Section 1. Perpetual Term. These covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through Developer 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.

Section 2. Amendment. These covenants and restrictions may be amended prior to January 1, 2008 with the written approval of the then owners of not less than nine (9) lots in Riverhills, which amendment shall become effective with the filing with the
Lucas County, Ohio Recorder 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, 2008 and may be amended or terminated thereafter with the written approval of the owners of seven (7) lots in Riverhills upon the filing of an Instrument as aforesaid with the Lucas County, Ohio Recorder.

IN WITNESS WHEREOF, McGowan-Corey, Inc. has caused this Declaration to be executed on the day and year first above written.

WITNESSES:

Sally J. Neary
(Paid Name)

Sally J. Neary
(Signature)

McGOWAN-COREY, INC.
By:

James M. McGowan
Vice President

And

Michael S. McGowan
Secretary

SHERRY I. OKONEK
(Print Name)

(Print Name)

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 20th day of October, 1994 by James M. McGowan, Vice President, and Michael S. McGowan, Secretary, of McGowan-Corey, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

My Commission Expires: May 22, 1994

94 484108
CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, National City Bank, Northwest, Mortgagees of lot numbers one (1) through thirteen (13), both inclusive, in Riverhills, a Subdivision in Sylvania Township, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions for Riverhills, this 14 day of October, 1994.

WITNESSES:

Margaret V. Hinning
Print
Raylene L. Swanson

NATIONAL CITY BANK, NORTHWEST

By

By

Signature

Signature

David W. Olenik
Banking Officer

Douglas L. Box, Sr. Vice President

Print

Print

STATE OF OHIO
COUNTY OF

The foregoing instrument was acknowledged before me this 14th day of October, 1994, by David W. Olenik, Banking Officer, and Douglas L. Box, Senior Vice President, of National City Bank, Northwest, a national banking corporation, on behalf of the corporation.

Margaret V. Hinning
Notary Public

This Instrument Prepared By:

Michael S. McGowan, Esq.
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

MARGARET V. HINNING
Notary Public, State of Ohio
Of Columbus on Nov. 16, 1997

RECEIVED & RECORDED

OCT 17, 1994

SUE RIOUX
RECORDE, LUCAS COUNTY, OHIO
AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS FOR RIVERHILLS

This Amended and Restated Declaration is made by McGOWAN-COREY, INC., an Ohio corporation (hereinafter referred to as "Developer") as the owner of Lot Numbers One (1), Three (3) through Eight (8) and Ten (10) through Thirteen (13) in Riverhills, a Subdivision in the Township of Sylvania, Lucas County, Ohio, and Am. L. T. Services, Inc., as the owner of Lot Number Two (2) in Riverhills, a Subdivision in the Township of Sylvania, Lucas County, Ohio, on October 31, 1994.

WITNESSETH:

WHEREAS, Developer previously executed a Declaration of Restrictions for Riverhills dated October 12, 1994, and recorded in the Lucas County, Ohio, Deed Records as Deed No. 94-0484-B10 (the "Original Declaration").

WHEREAS, pursuant to Article Four, Section 2, the Original Declaration can be amended with the written approval of the owners of not less than nine lots in Riverhills.

WHEREAS, the parties desire to amend (i) Article One, Section 22 to clarify that Developer will install landscaping in certain areas within Riverhills and will construct a structure enclosing the sanitary sewer pumping system located in the cul-de-sac in Riverhills Lane for the mutual benefit of all owners of lots in Riverhills and (ii) Article Two, Section 2 to clarify that it is the obligation of the Association (as hereinafter defined) to maintain all such common landscaping and structures.

WHEREAS, Lot Numbers One (1) through Thirteen (13), both inclusive, in Riverhills, a Subdivision in the Township of Sylvania, Lucas County, Ohio, are for convenience hereinafter referred to as "Riverhills"; and

NOW THEREFORE, Developer and Am L. T. Services, Inc., by the execution and recording of this Amended and Restated Declaration, hereby supersede and amend and restate in its entirety the Original Declaration as follows:

ARTICLE ONE

Section 1. Approval of Dwellings. No Dwelling (as hereinafter defined) or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or allowed to remain upon any lot in Riverhills ("lot"), unless and until the size, location (based on a preliminary staking of the Dwelling location), type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of the Dwelling, the plot plan showing the proposed location of the Dwelling, the driveway and any other structures or improvements upon any
lot and the plans, specifications and details of the Dwellings and other structures shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no Dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any lot. Notwithstanding Developer’s general right to approve construction materials, no Dwelling shall be constructed with aluminum or vinyl siding. In approving the location of a Dwelling, Developer may require the retention of the topography of the lot. Further, no live trees with a diameter of eight inches or more measured two feet above the ground shall be removed without Developer’s approval.

Section 2. Single-Family Residences. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and nothing other than one (1) single-family, private residence purpose building, hereinafter for convenience called “Dwelling,” and related structures permitted under this Declaration shall be erected, reconstructed, placed or allowed to remain thereon. All Dwellings must have a minimum of 3,200 square feet of living space exclusive of basement, porches and garages.

Section 3. Dwelling Location; Setbacks. Due to variations of the topography on the lots, no Dwelling shall be erected, reconstructed, placed or allowed to remain upon any lot nearer the front or street line or lines than the building set-back lines (the “set-back lines”) as shown upon the Plat of Riverhills (the “Plat”), nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. This restriction as to the distance at which the Dwelling shall be placed from the front, side and rear lines of any lot shall apply to and include porches, verandas, porticochere, and other similar projections of the Dwelling and other permitted structures. The parcel of land upon which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or, with the written consent of Developer, part of one, two or more lots. Developer may require Dwellings to be erected farther from the street than the building set-back line or lines.

Section 4. Garages and Outbuildings. No garage or outbuildings related to the use of a Dwelling, such as a pool house, or any addition thereto or alteration thereof shall be erected, reconstructed, placed or allowed to remain upon any lot until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage and outbuildings, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said structure shall have been lodged permanently with Developer, and no structure except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any lot. All garages shall be for the exclusive use of the family occupying the related Dwelling and the
servants thereof and shall be made an attached and integral part of the Dwelling. All garages shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to the Dwelling. All garages must be side or rear loading.

Section 5. Driveways. The location and slope of any and all driveways shall be determined by Developer in writing at the time of the approval of the plot plan and the plans and specifications for the Dwelling. No driveway shall be located, relocated, or allowed to remain upon any lot except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 6. Landscaping. The portion of each lot between the Dwelling and the street shall not be used for any purpose other than that of a lawn, sidewalks (and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or ornamental plants, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. With Developer’s approval, the owners of Lots 1 through 10 may leave the portion of the lot behind the Dwelling in its natural state. No statuary, fountains or similar ornamentation shall be placed upon any lot between the Dwelling and the street without the written consent of Developer having first been obtained. Within two (2) months after the earlier of the completion and occupancy of a Dwelling on any lot in Riverhills, the portion of the lot shown as yard on the plans approved by Developer shall be seeded, hydro-seeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is completed and occupied after October 31 or completion or occupancy occurs between October 31 and the following March 31, the yard shall be seeded, hydroseeded or sodded by not later than the succeeding April 30. At the time of installation of landscaping, the owner of each lot shall install and thereafter maintain an underground sprinkler system covering the entire landscaped portion of the lot, including the right-of-way. The owners of lots 1, 10, 11, 12 and 13 shall extend the sprinkler system to cover the right-of-way along Corey Road. No fence, hedge, wall or enclosure of any kind or for any purpose shall be erected, placed or allowed to remain upon any lot until the written consent of Developer has been obtained therefor, and shall be subject to the terms and conditions of that consent as to its location, type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 7. Developer’s Right to Grant Variances. If, in the opinion of Developer, by reason of the shape, dimensions or topography of any lot, or by reason of the type of Dwelling to be erected thereon, or for any other reason satisfactory to Developer, the enforcement of the provisions of this Declaration would work a hardship, Developer may modify such provisions so as to permit variations in size, type, location.
or otherwise that will not, in Developer's judgment, do material damage to any abutting or adjacent property.

**Section 8. Utility and Drainage Easements.** Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot designated as "Drainage Easement", "Utility Easement", Roadway and Utility Easement" or "Sanitary Sewer Easement" on the Plat and the right to grant consents for additional easements and rights of way over or upon any lot for the construction, operation and maintenance of electric, telephone, cable television and other data or information transmission poles, lines and conduits, and for water, gas and sewer lines and conduits or any other public utility facilities or drainage, together with the necessary or proper incidents and appurtenances. No Dwelling or other structure, or any part thereof, shall be erected, or maintained upon any part of the property in Riverhills, over or upon which easements for the installation and maintenance of public utilities and drainage will be or have been granted. All electrical, telephone, cable television and other data or information transmission service to homes shall be underground from the main supply lines.

**Section 9. Use Restrictions.** No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot other than the use of a portion of a Dwelling as a home office provided the activity conducted therein does not result in members of the public visiting the Dwelling on a regular basis. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or allowed to remain upon any lot (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any other lot in Riverhills or any adjoining land. No pole, overhead or exposed wires, or exterior fixture whether for electric light or any other purpose, shall be erected, placed or allowed to remain upon any lot or upon or visible from the outside of a Dwelling without the written consent of Developer first having been obtained. No advertising sign, billboard or other advertising device shall be erected, placed or allowed to remain upon any lot or upon or visible from the outside of any Dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or Dwelling "For Sale" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No radio or television antennas shall be erected, reconstructed, placed or allowed to remain on any lot. Satellite dishes may be installed on a lot if the size and location is approved by Developer and if Developer has
not agreed to prohibit them pursuant to an agreement with any person providing cable television service to Riverhills.

Section 10. Domestic Pets. Except as otherwise provided herein, the maintenance or harboring of any animals other than domesticated dogs, cats or birds, all of which shall be maintained within the Dwelling, on a leash affixed to a stake or similar device of a length that will cause such pet to remain behind the rear of the Dwelling or in an enclosed fenced area (including a so-called underground electric fence) behind the rear of the Dwelling, so as not to unreasonably disturb neighbors, is expressly prohibited in Riverhills. Additional regulations regarding the harboring or maintenance of domesticated dogs, cats or birds may from time to time be established by Developer.

Section 11. Storage Restrictions. No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks, vans, inoperable vehicles or vehicles with expired license plates shall be parked, stored or allowed to remain upon any lot unless kept within a garage.

Section 12. Mailboxes. All Dwellings shall be equipped with a mailbox of a uniform style and design approved by Developer, which shall satisfy the requirements of the United States Postal Service.

Section 13. Basketball Backboards. No basketball backboard shall be erected or attached to the front of any Dwelling or garage or closer to the street than the front of the Dwelling, and the location, design, color and construction of all such basketball backboards wherever erected shall be approved by Developer.

Section 14. Swimming Pools. No above-ground swimming pool shall be constructed, reconstructed or allowed to remain upon any lot. No other swimming pool shall be installed on any lot until the plans, specifications and a plot plan showing the location of such swimming pool shall have been approved in writing by Developer.

Section 15. Grade. Developer reserves the sole and exclusive right to establish grades and slopes on any lot herein described, and to fix the grade at which any Dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

Section 16. Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage, basement or in an enclosed area in the rear or at the side of the Dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the Dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.
Section 17. Enforcement of Restrictions. Developer reserves and is hereby granted the right, but assumes no obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists 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 as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. 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 therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 18. No Subdivision of Lots. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 19. Variation from Approved Plans. In all instances where plans and specifications are required to be submitted to and are approved by Developer, any variance in the actual construction and location of any improvements shown on those plans and specifications shall be deemed a violation of these restrictions.

Section 20. Exercise of Developer's Authority. 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, determination, modification, consent or any other such action shall be valid if given by Developer, or its assigns, or by any other person authorized in writing to sign deeds on behalf of Developer.

Section 21. Reimbursement for Taps. Developer shall be reimbursed at the closing of the purchase of any lot an amount equal to the cost of any water, sewer or other utility tap servicing that lot which Developer was required to advance in connection with the development of Riverhills.

Section 22. Landscape and Aesthetic Features. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over that portion of lot 1 designated as "Landscape and Entrance Easement" on the Plat for the construction, installation, operation and maintenance of decorative structures and landscaping at the entrance to Riverhills adjacent to Riverhills Lane. Developer also reserves to itself, its successors and assigns a perpetual easement in, through, under and/or over those portions of lots 8, 9 and 13 designated "Landscape Easement" on the Plat for the construction, installation, operation and maintenance of retaining walls and related landscape features. Developer will also install landscaping on lots 10, 11 and 13.
at the entrance to Riverhills adjacent to Riverhills Lane and landscaping, a pump house and other architectural features in the island in the cul-de-sac in Riverhills Lane. If required by Sylvania Township or Lucas County public authorities, Developer, or its successors and assigns, may enter into such agreements as it deems necessary or appropriate for the purpose of obtaining permission of such authorities to construct improvements in the right-of-way, and, on behalf of itself and the Association (as defined below) to release those authorities from any liability in connection therewith and to indemnify them as a result of any loss, expense or liability arising therefrom.

ARTICLE TWO

Section 1. Owner's Association. Upon the occupancy of not less than nine (9) Dwellings in Riverhills, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Riverhills Property Owners Association" or a name similar thereto (the "Association"), and upon the formation of the Association, every lot owner shall become a member thereof, and each owner other than Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by such owner; provided, however, that where title to a lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to four (4) votes for each lot owned by Developer.

Section 2. Maintenance Obligations. The Association shall at all times maintain all structures, improvements and landscaping constructed or installed by Developer or the Association at any time in any "Entrance and Landscape Easement," "Landscape Easement," at the entrances to Riverhills, or in the cul-de-sac in Riverhills Lane as referred to in Article One, Section 22. The Association shall also maintain any street lights within Riverhills that are not otherwise maintained by public or quasi-public authorities. The Association shall pay directly, or reimburse the appropriate lot owner for, all real estate taxes assessed with respect to any improvements or landscaping constructed, installed or maintained by Developer or the Association in any of such areas.

Section 3. Assessments; Borrowing. The Association shall levy assessments against each lot for the purpose of performing the obligations required of it pursuant to Article Two, Section 2. The Association, by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations, including the right to levy additional reasonable assessments for all other activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of Riverhills, and for the health, comfort, safety and general welfare of residents of Riverhills and all property in Riverhills shall at all times be maintained subject to such rules and regulations. Any assessment applicable to a lot owned by Developer shall be limited to 50% of the amount assessed against other lots. Notwithstanding the foregoing, the Association shall not have authority to assess any lot or lot owner to pay the cost of any claim, suit, judgment or other liability assessed against the Association related to the activities of the Association or the existence, maintenance or condition of any structure,
improvement or landscaping located in the areas designated on the Plat as "Entrance and Landscape Easements" and "Landscape Easement." Further, the Association shall have the authority to borrow all or any part of the funds necessary for any purpose for which it is authorized to make assessments against the lots and lot owners, upon such terms and conditions as the officers and trustees of the Association deem appropriate.

Section 4. Lien for Assessments; Enforcement of Payment. An assessment shall become a lien against each lot on the date notice of the assessment is given to the lot owner. Assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners if more than one) of each residential lot at the time when the assessment becomes a lien. Members who fail to pay any assessment or any installment thereof within twenty (20) days of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:

Notice of Lien

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

(Insert legal description)

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

RIVERHILLS ASSOCIATION

By ____________________________

STATE OF OHIO) SS:
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ____ day of ______________, 19___, by ____________________________ of Riverhills Association, an Ohio non-profit corporation, on behalf of the corporation.

__________________________________________________________
Notary Public

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In the event any installment of any assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses of collection and foreclosure in that behalf, including attorney fees. No owner may waive or otherwise escape liability for any assessments provided for herein by non-use of any areas or facilities maintained by the Association or by abandonment of his lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage which was recorded prior to the notice of lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the owner(s) of such lot for such assessment. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5. Certificate of Payment. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 6. Assignment by Developer. Developer, by an instrument in writing in the nature of an assignment, may, but shall not be required to, vest the Association, if and when formed, with all or any of the rights, privileges and powers herein retained by Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Restrictions Run With the Land. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer and the Association, created or reserved by this Declaration of Restrictions or by the Plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such
violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. Developer Approval; Non-Liability for Determinations. In requiring the submission of plans and specifications and in requiring the consent or approval of Developer as herein set forth, Developer intends to implement the development of Riverhills as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, Developer may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, the artistic and architectural merits of such improvement, its adaptability to the lot on which it is proposed to be constructed, the impact of the improvements on the drainage of the lot and adjacent lots and such other matters as may be deemed to be in the interest and for the benefit of the owners of lots as a whole. Any determination made by Developer or its assigns, in good faith, shall be binding on all parties in interest. Although Developer is granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Riverhills, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge Developer from any claims they may have against Developer arising out of its exercise of such discretion and such rights of approval, disapproval and interpretation and/or for its failure or refusal to exercise such discretion, rights of approval, disapproval and interpretation.

Section 3. No Waiver. 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 4. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

Section 5. Violation of Rules and Regulations. A violation of any of the rules and regulations adopted by Developer or by the Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. Successors. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of, Developer’s successors and assigns.
Section 7. Release of Authority. Developer reserves the right to surrender all or any approval or similar rights retained by it hereunder or to assign such rights to any successor to Developer's interest in Riverhills or to the Association. Developer shall incur no liability to any lot owner or others by reason of such surrender or assignment.

ARTICLE FOUR

Section 1. Perpetual Term. These covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through Developer 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.

Section 2. Amendment. These covenants and restrictions may be amended prior to January 1, 2008 with the written approval of the then owners of not less than nine (9) lots in Riverhills, which amendment shall become effective with the filing with the Lucas County, Ohio Recorder 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, 2008 and may be amended or terminated thereafter with the written approval of the owners of seven (7) lots in Riverhills upon the filing of an instrument as aforesaid with the Lucas County, Ohio Recorder.

IN WITNESS WHEREOF, McGowan-Corey, Inc. and Am. L. T. Services, Inc. has caused this Amended and Restated Declaration to be executed on the day and year first above written.

WITNESSES:

Judy M. Nusbaum
(Signature)

McGOWAN-COREY, INC.

By:

James M. McGowan
Vice President

(Julie Meissner)
(Print Name)

And

Michael S. McGowan
Secretary

(Signature)
The foregoing instrument was acknowledged before me this 31st day of October, 1994 by James M. McGowan, Vice President, and Michael S. McGowan, Secretary, of McGowan-Corey, Inc., an Ohio corporation, on behalf of the corporation.

JUDY M. NUSSBAUM
Notary Public

The foregoing instrument was acknowledged before me this 31st day of October, 1994, by William C. Renfrow and Sandra M. Hollins of Am. L. T. Services, Inc., on behalf of the corporation.

JUDY M. NUSSBAUM
Notary Public

This Instrument Prepared By:
Michael S. McGowan, Esq.,
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

RECEIVED & RECORDED
NOV 03 1994
SUE RIOUX
RECORD, LUCAS COUNTY, OHIO