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DECLARATION OF RESTRICTIONS

FOR

SPRINGBROOK FARMS, PLAT II

A Subdivision in Waterville Township, Lucas County, Ohio

WHEREAS SPRINGBROOK FARMS, PLAT II is a subdivision in Waterville Township, Lucas County, Ohio, the Plat of which is recorded in Volume 61, at pages 39-40, Lucas County Record of Plats, containing lots numbered consecutively 38 through 51, the signer hereof being the only person now holding legal title to all of said lots;

WHEREAS it is the desire of the signator hereof to make public declaration of the restrictions, conditions, covenants, charges and agreements touching and concerning all of the lots in said subdivision, subject to which all of said property shall hereafter be considered held and thereafter conveyed or otherwise alienated;

NOW, THEREFORE, in consideration of the premises and the mutual benefit and advantages accruing and to enhance the value of all of said property and to afford the present and subsequent owners thereof due and ample protection respecting the use and occupancy of lots in said subdivision and, further, to hereby establish a general overall plan for the development and improvement of the lots in said subdivision, the signators hereto hereby declares and stipulates that each of the lots in said subdivision is held by it and shall hereafter be conveyed, alienated or encumbered by him or his assigns subject to the burdens and entitled to the benefits of the following restrictions, covenants, conditions and duties:

Section A Definitions

1. As used herein, the following terms shall have the indicated meaning:

(a) "Declaration of Restrictions" - the within instrument.

(b) "Lot" and "this subdivision" - the platted lots in Springbrook Farms, Plat II, a subdivision in Waterville Township, Lucas County, Ohio.

(c) "Association" - The Home Owners Association of Springbrook Farms, Plat II, as established and defined in Section C, below.

(d) "Trustees" - The Board of Trustees of The Home Owners Association of Springbrook Farms, Plat II, as established and defined in Section II, below.

(e) "Assessments" - the assessments or levies imposed by the Board of Trustees of The Home Owners Association of Springbrook Farms, Plat II, as referred to in Sections II and I, below.

(f) "Plat" - Springbrook Farms, Plat II, a subdivision in Waterville Township, Lucas County, Ohio.

Section B Building Setback lines and easements

1. Unless first approved by the Trustees, no building or any part thereof shall be erected or maintained which encroaches upon the building set back lines shown upon the plat of
this subdivision, except that steps, uncovered porches, terraces and similar open structures, no part of which is more than 3 feet above the grade of the lot, and sidewalks and driveways serving said buildings may encroach thereon as reasonably necessary and desirable.

2. Except as first approved by the Trustees, no use shall be made of the portion of any lot lying between the building set back line shown on the plat of this subdivision and the abutting road except for ingress and egress to said lot and for lawn and yard purposes, including the growing of trees, shrubbery, flowers and plants, statuary, fountains and related ornamentations beautifying the lot. The planting or growing of vegetables, fruit bearing trees or grains for commercial purposes is prohibited. Standard rail fences shall be erected across the front of all lots along the roads in this subdivision, without cost to the owners, and shall be kept where placed and thereafter maintained by the lot owners, under the direction and control of the Trustees, an easement for said purposes being hereby reserved.

3. Perpetual rights-of-way and easements are hereby reserved or established in, through, under and/or over certain of the lots in said subdivision for installation, operation and maintenance of utilities, pipe lines, sewer lines and for ditch purposes, all as set forth and shown on the plat of this subdivision, together with all the necessary equipment, facilities and accessories. Said easements are hereby respectively adopted as to said lots and the Trustees are hereby invested with the exclusive power and right to hereafter grant rights in, through, under and/or over said areas for the purpose of construction, operation and maintenance of electric, telephone and telegraph, gas, sewer, water and related public or private utilities and all necessary and related poles, lines, conduits, fixtures, facilities and appurtenances reasonably necessary or suitable respecting the same. No building or other structure shall be erected or maintained on any of said lots on or over said easement nor use made thereof which is inconsistent with the said grant of easement, otherwise the owners of all lots so affected to have the right of use thereof.

4. Special easements and restrictions respecting use of Springbrook Lake, being part of Lot No. 44, are hereby established, as particularly specified in Section F, below.

Section C General Use of Lots and Building Requirements

1. Except as otherwise permitted by the Trustees, all lots in this subdivision shall be used for private single family residential purposes only and no structures shall be erected, altered or maintained on said lots other than single family dwellings, not exceeding two (2) stories in height and attached or detached private garages for the ordinary and customary uses of the inhabitants therein, their servants and guests.

2. All structures built or placed upon any lots after the date hereof shall conform to the following requirements, unless written waiver of special consent is granted by the Trustees:

(a) As to lots fifty-four (54) through sixty-one (61) and sixty-six (66) through seventy-four (74), inclusive, the cost of construction of the dwelling and accessory buildings shall not be less than $20,000.00. As to all other lots the cost of construction of the dwelling and accessory buildings shall not be less than $25,000.00. For purposes hereof, said minimum costs shall be construed as referable to the general cost levels prevailing as of the date of the adoption hereof.

(b) No buildings, fences, walls, porches, walks and drive-ways, hedges, signs or other permanent or temporary structures shall be erected, altered or maintained on any lots unless general plans and specifications showing the nature, kind, shape, heights, grading, material, color or decoration scheme, location and related details are submitted to the Trustees and their approval endorsed thereon, in connection with which the Trustees are hereby invested with reasonable discretion to require changes or modifications or to impose reasonable
conditions in connection with their approving same. After approval of said plans and specifications, changes therein or variations therefrom, unless themselves specifically approved by the Trustees, shall be deemed to constitute violations of these restrictions.

(c) A minimum building floor elevation of 645.0 feet above sea level is hereby established.

(d) Within the exercise of reasonable discretion, the Trustees may adopt such general rules and regulations respecting the size, location, style and exterior appearance of buildings and structures and respecting outdoor fixtures, equipment, swimming pools and recreational facilities, trees, shrubbery, fences, walls and related matters as are of general application to the lots in this subdivision and which protect and promote the general beauty and aesthetic harmony of said subdivision and the general welfare of the inhabitants thereof.

3. No building or structure shall be used for residential purposes until the exterior thereof has been substantially completed as called for in the plans and specifications thereof. All approved structures must be completed within one (1) year following the date of the commencement of construction. Building materials used in connection with construction may be stored temporarily on the premises during the course of construction but in no case shall the same remain there unincorporated into the structure for more than one (1) year. Substantial changes in grade shall not be made on any lot nor sod, dirt or gravel removed therefrom in appreciable quantities. The Trustees are invested with the right, in the exercise of reasonable discretion, to grant exceptions to these requirements, in connection with which reasonable conditions may be imposed.

Section D Combination and Subdivision of Lots

1. 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 part of one, two or more lots delineated on the record Plat but only with the prior consent of the Trustees.

2. With the exception of Lot No. 61, no lot shall be subdivided except as referred to in paragraph D-1, above, except with the unanimous approval of all other then lot owners.

3. With respect to Lot No. 61, all of the provisions of the Declaration of Restrictions shall be applicable except that said lot may be subdivided, whether or not in conjunction with the owners then ownership of any other lots in this subdivision or of land bordering upon and lying outside this subdivision, subject only to such regulations as imposed by any governmental body regulating zoning or planning. Provided, however, that in the event of the subdivision of Lot No. 61 in conjunction with land bordering upon and lying outside this subdivision, only such lots as are composed in part of land now lying within Lot No. 61 shall be considered as having any rights of use with respect to Lot No. 61 and such lots, in their entirety, shall be subject to all of the applicable terms of the within Declaration of Restrictions.

4. Any use permitted hereunder may be made of or on any combination of entire lots (or excepted or approved subdivision thereof) in this subdivision.

Section E Prohibited Uses or Practices

1. Unless written waiver or special consent is granted by the Trustees, none of the following uses may be made of or on any of the lots in this subdivision:

(a) Keeping of any animals, fowl or livestock for commercial purposes or keeping of animals for domestic, recreational, hobby or educational purposes when they are not properly housed or cared for and which become unreasonable annoyance or nuisance to others.

(b) Carrying on or permitting any noxious, offensive, unhealthful or disturbing activities or practices.
(c) Erection and maintenance of wells for gas, water, oil or other substances, whether for temporary or permanent uses, except water wells for the on-premises use of the inhabitants thereof.

(d) Erection and maintenance of poles, overhead or exposed wires, or fixtures (except that television aerials of customary and reasonable form and size may be permitted unless otherwise ordered by the Trustees) and billboards or other advertising devices (except that customary and reasonable signs advertising the sale of lots may be permitted unless otherwise ordered by the Trustees).

(e) The use, either temporarily or permanently, of any trailer, basement, tent, shack, garage, barn, temporary structure or vehicle for residence purposes.

(f) The conducting and carrying on of any commercial, business or professional enterprise or activity, or the displaying of any signs or advertising with respect thereto, except that the part time or occasional attention to such activities which are centralized and principally conducted elsewhere and activities reasonably necessary and related to the sale of lots shall be permissible provided the same do not reach such proportions as to constitute a nuisance to others nor detract from the essentially residential nature and character of this subdivision.

(g) Loud, boisterous or obscene conduct or language of a tenor and nature as to unreasonably disturb others in this subdivision or grossly disruptive of the general peace.

(h) The placing or maintaining upon the visible portions of lots of rubbish, debris or garbage, except such as are stored in fireproof and covered containers and not permitted to constitute a fire or health hazard or a nuisance.

(i) The permitting of thistles, ragweed or other noxious or unsightly weeds which are readily visible from the inhabited portions of adjoining lots or the roadways.

(j) The use of any lots for dumping purposes or the bringing on to any lots of fill material other than clean earth or stone.

Section F Use of Private Park and Springbrook Lake

1. Lot No. 44, designated on Plat II as "Private Park" and "Springbrook Lake" and the related facilities and equipment, shall be held open for the common, but otherwise private, recreational use and benefit of the owners of lots in this subdivision, members of their families, and their guests, in conjunction with similar use thereof by owners of lots in Springbrook Farms, Plat I, subject to the provisions hereinafter stated.

2. The owners of all lots abutting upon that portion of Lot No. 44 designated as Springbrook Lake (excluding the north-south inlet thereto), as shown on the plat, are hereby granted an easement of exclusive and private use of that portion of Springbrook Lake which abuts upon their respective lots and extends out into Springbrook Lake a distance of 20 feet measured from the highwater mark thereof, for the private use of the owners of the respective lots, their family members and invitees. Said easement is granted subject to the provisions that no such private use shall constitute a nuisance; nor shall it unreasonably interfere with the use and enjoyment of the remaining portion of Springbrook Lake by others entitled thereto; and any structures, docks or related facilities erected thereon shall be subject to reasonable regulation and supervision of the Trustees for the purpose of minimizing conditions of danger or unreasonable interference with the use of Springbrook Lake by other qualified persons and to provide for reasonable uniformity and harmony of the same. Said owners shall be responsible for the upkeep and proper maintenance of their respective areas of said easement and of all structures, docks or related facilities erected thereon, including the upkeep and maintenance of the shoreline and the control of vegetation or waste affecting the waters of Springbrook Lake, all subject to reasonable regulations and supervision of the Trustees. The owners of all lots abutting upon the north-south inlet to
Springbrook Lake are hereby granted in common an easement of exclusive and private use of said inlet, subject to the reasonable regulations and supervision of the Trustees respective the control of vegetation or waste affecting the waters of Springbrook Lake.

3. Except as herein specifically otherwise provided, the Trustees are hereby invested with the sole power on behalf of the owners of lots in this subdivision to promulgate reasonable rules and regulations from time to time as to the use, maintenance and upkeep of said Private Park and Springbrook Lake and the approaches thereto, and to provide for the enforcement thereof, acting cooperatively and in conjunction with the Trustees of Springbrook Farms, Plat I, including the granting of rights of users to other parties and the adoption of general and uniform rules restricting or limiting the use thereof by owners of lots in these two subdivisions.

4. Nothing herein contained shall be construed as granting rights of ingress or egress to or from said Private Park or Springbrook Lake over or across any private lots abutting the same except on behalf of the respective owners thereof.

Section 0 Home Owners Association.

1. The Home Owners Association of Springbrook Farms, Plat II is hereby established. Said Association shall be composed of the record owner or owners of lots in this subdivision from time to time, subject to the following rules and regulations:

(a) Voting rights shall be limited to one (1) vote per lot owned, regardless of the number of owners thereof. As to multiple ownership of one lot or ownerships of fractions of lots, the owners shall decide among themselves as to their spokesman and the casting of any votes; in the event of their failure to agree from time to time, the Trustees shall select one of their number to exercise all voting or other rights.

(b) In ascertaining members, the Trustees shall be entitled to rely upon actual notice given to them as to ownership. As to vacant lots and respecting non-resident owners, the Trustees shall be entitled to rely upon the last given tax mailing address of owners or actual notice given to them as to addresses for the mailing of notices, assessments and related information.

(c) Unless a written proxy is granted by the owner or owners of lots and filed with the Trustees, lessees, tenants or purchasers of lots under land contract shall have no voting rights but shall be ex officio members of the Association and entitled to attend meetings but the Trustees shall not be obligated to issue notices or other information to such parties.

(d) For the purposes of the sending of notices and other information and recognition as to voting rights, the Trustees shall be entitled to rely upon the last information made available to them as to ownership, without regard to interim changes in ownership. Upon the transfer of title to any lot, the new owner shall be under a duty to give actual notice of his ownership to Association and Association is not bound to recognize such ownership until such notice is given or otherwise actually received.

(e) The Trustees are granted the right to adopt reasonable rules and regulations not inconsistent herewith in implementation or supplementation of the within rules and regulations.

2. Said Association shall exist and function for the purpose of the administration of all matters of common concern as to the general welfare of all owners of lots in this subdivision, for the purpose of preserving and enhancing the value of properties in said subdivision and for the creation and maintenance of harmonious relationships among the owners of lots in this subdivision as to all matters affecting their ownership and enjoyment thereof.
3. Unless otherwise provided herein, the Association shall act upon the basis of a majority vote of the qualified members present at any annual or special meeting, provided at least ten (10) lots are represented at such meeting, which shall constitute a quorum for the transaction of business.

Section II The Board of Trustees

1. The Board of Trustees of the Home Owners Association of Springbrook Farms, Plat II, is hereby established to exclusively exercise or delegate all of the rights, powers and privileges and to fulfill all of the duties of said Association and as otherwise reserved or provided herein, except as otherwise provided herein.

2. Pending the vesting of title of an aggregate of more than twenty-nine (29) lots of this subdivision in persons other than Virgil P. Hanifan, Virgil P. Hanifan or his delegate shall have, possess and exercise all of the rights, powers and privileges granted to the Trustees and all references herein to "Trustees" shall be construed as referring to Virgil P. Hanifan or his delegate, until such time as title to the specified number of lots in this subdivision has been conveyed to other persons (which, for the purposes hereof shall not be deemed to include legatees or heirs of Virgil P. Hanifan in the event of his intervening death or to a corporation formed by him), at which time and upon the due election and acceptance of office of the initial multiple Board of Trustees, his powers, rights and privileges as such shall forever cease and be then transferred to said Board of Trustees, except that Virgil P. Hanifan, or his delegate, shall continue to solely exercise the powers granted the Trustees in Section C, above, until he has conveyed to other persons, as above defined, all lots in this subdivision other than Lot No. 81.

3. The Board of Trustees shall consist of three (3) members, all of whom shall be sole or part owners (or their spouses) of lots in this subdivision, to serve for terms of three (3) years each and until their successors are elected and qualified. Trustees shall serve for staggered terms, one (1) Trustee being elected each year except that in the original election of the Board of Trustees three (3) members shall be elected, the one receiving the most votes to serve for a term of three (3) years; the one receiving the second highest number of votes, to serve for two (2) years; and the other member to serve for one (1) year. Trustees shall be entitled to succeed themselves in office only for one additional term, thereafter being eligible for re-election only after one (1) year's absence from the Board. In the event an elected Trustee no longer continues as an owner or part owner of a lot in this subdivision, his office shall be automatically declared vacant and the remaining Trustees shall select his replacement from owners or part owners of lots in this subdivision who would be eligible at the next succeeding election, to fill the balance of the term of the retiring Trustee. For purposes of re-election, the appointment to fill a vacancy shall not be considered as a term in office.

4. The initial election of multiple Trustees shall take place within 30 days following the event referred to in sub-paragraph 2, above, as divesting Virgil P. Hanifan as sole Trustee. Said meeting shall be called by Virgil P. Hanifan and held at a reasonably convenient time and place; in the event of his failure to call such meeting within 20 days after such event, any owner or part owner of a lot in this subdivision may issue such a call, the first such issued to be governing. In the event such election is held other than at the normal time of the year for the election of Trustees, the initial Trustees shall serve for such additional number of months as necessary to make their terms end at such normal time, as hereinafter specified.

5. Election of Trustees shall take place at the annual meeting of members of the Association, to be held on the earliest day of January and at such time and place as reasonably convenient to the members of the Association, as determined by the Trustees. Notice of said meeting shall be mailed or delivered to members, subject to the provisions of Section G, above, a reasonable period of time in advance of said meeting; provided, however, that any irregularities in the giving of said notice or the failure to give notice, unless the same affects a substantial number of the members of the Association, shall not affect the validity of actions taken at said meeting.
6. The Trustees may call special meetings of the members of the Association (and, upon written demand by 50% or more of the members of the Association shall call special meetings) at such times and for such purposes as determined by the Trustees. The Trustees may delegate any decisions otherwise incumbent upon them to the members of the Association at annual or special meetings, in which case the Trustees shall be relieved of any responsibility for the same.

7. The Trustees shall adopt by-laws for the regulation and administration of their meetings and affairs, which shall provide for the election among their numbers of a Chairman, a Vice-Chairman and a Secretary-Treasurer. Records shall be made and kept as to all official actions taken by the Trustees, which shall be open to inspection at all reasonable times by any members of the Association or their duly appointed agents.

8. The Trustees shall have the right to appoint committees, membership therein not necessarily limited to those eligible to serve as Trustees, and to delegate powers to said committees for the carrying out of any of the provisions hereof under the supervision and ultimate responsibility of the Trustees.

9. In addition to other rights and privileges granted to them, the Trustees may adopt rules and regulations, provided the same are not contrary to any express provisions herein set forth, as to matters of common concern and as to the general welfare of said Association, its members and all related matters generally affecting this subdivision, which shall be duly publicized and thenceforth have the same force and effect as if herein set forth.

10. Trustees shall serve without compensation but shall be entitled to reimbursement of any expenses incurred by them on behalf of the Association or in connection with the proper discharge of their duties as Trustees.

11. Trustees shall be subject to removal from the Board of Trustees by a two-thirds (2/3ds) vote of the members of the Association at any annual or special meeting called for said purpose, in which event the members shall thereupon proceed to elect a Trustee to fill the vacancy and to serve for the balance of term of the removed Trustee.

12. The Trustees shall have the right to construe and interpret the provisions hereof and its construction or interpretation in good faith shall be final and binding. In each such case, the Trustees shall endeavor to and in the granting of any waivers or exceptions so construe or interpret the provisions and to so act as to further the best interests of the entire subdivision and to maintain the general plan and purposes hereof.

Section II Assessments

1. The provisions of this section shall not be effective during such time as Virgil P. Hanifen or his delegate shall serve and have the powers as sole Trustees, as provided in Section H-2, above. Further, after due election of the three man Board of Trustees as provided for in Section H, above, the provisions of this section shall be effective only from and after the approval thereof by a majority of members of the Home Owners Association other than Virgil P. Hanifen who are present at a special meeting duly called for said purpose by the Trustees. In connection with such approval of the provisions of this section, the Home Owners Association may adopt restrictions, conditions and limitations as to the assessing powers hereinafter set forth which shall be effective until changed or amended at a subsequent meeting of the Home Owners Association called for such purpose, otherwise the Trustees to have the assessment powers hereinafter stated.

2. Subject to the provisions of the foregoing paragraph, the Trustees are hereby given the right to levy private assessments upon the lots in this subdivision for purposes of maintenance of common property in the subdivision and for such other functions and purposes as are of common benefit and for the general welfare of the lots in this subdivision and the owners thereof, and to defray other costs and expenses reasonably incurred by the Trustees. Among other purposes, the Trustees are specifically
authorized to expend funds for an equitable portion of the maintenance and supervision expenses, taxes and assessments, public liability insurance premiums and other costs or expenses attributable to the lake and adjacent park, walkways and other recreational or social facilities there constructed or maintained which are to be located on the property abutting this subdivision on the north, as referred to in Section F, above. Said assessments shall be calculated upon the basis of a budget adopted by the Trustees as sufficient, together with a reasonable reserve for contingencies, for the ensuing year.

3. In spreading the aggregate amount to be assessed among the various lots in the subdivision, the Trustees shall calculate the individual assessments upon the basis of a uniform formula or schedule of charges, applying to all lots, regardless of area or location within Plat 1; provided, however, as to special services provided by the Trustees from time to time which directly and demonstrably affect or benefit certain lots more or less than other lots because of area or location within Plat 1, the Trustees shall have reasonable discretion to take such special and direct benefits into consideration in adjusting assessments on said lots.

4. The aforesaid budget shall be adopted and said individual assessments calculated by the Trustees upon a calendar year basis as early in each year as reasonably convenient, the initial assessment after the activation of these provisions to be for the remainder of the then calendar year (all prior assessments pursuant to the original Declaration of Restrictions being hereby waived and released), and may be made due and payable at once or in installments, as the Trustees determine. Due written notice of the assessments and the date for payment thereof shall be mailed or given to the owners of lots in this subdivision, subject to the rules stated in Section G, above. Private arrangements between multiple owners of lots, owners of portions of lots, lessors, tenants or purchasers of lot owners respecting payment of said assessments shall not be binding upon the Trustees, who may look to any record owner or part owner of a lot as of the time of levying of said assessment for payment thereof.

5. For purposes of said assessments, any unimproved lots in this subdivision owned by Virgil P. Hanfan shall not be subject to assessment; provided, however, in the event of the sale of any such lots after January 1, 1961, the Trustees may assess such lots an amount calculated upon the basis of the amount which would otherwise have been assessed upon said lot, pro-rated upon a calendar year basis as of the date of vesting of title.

6. Said Trustees are hereby granted a perpetual lien upon the lots in said subdivision subject to assessment hereunder to secure the payment thereof; upon default in payment, said Trustees may file a Notice of Lien for such assessments with the Recorder of Lucas County, Ohio and proceed to collect the same by foreclosure of said lien, or by other judicial processes, together with recovery of all costs and expenses incurred in connection with the collection thereof, including reasonable attorneys' fees. Said lien shall be subordinate to any mortgage placed upon the lots.

Section J  Enforcement of Restrictions

1. Without prejudice to the individual rights of any owner or owners of lots in this subdivision to directly pursue any legal or equitable remedies, the Trustees shall be empowered to enforce the provisions hereof. In this regard, the Trustees shall first give personal or mailed notice to any violators of the provisions hereof, specifically stating the claimed violation and the provisions hereof which are involved and clearly indicating the action to be taken to remedy or relieve said violation and the reasonable time limit within which the same shall be accomplished. If, after said notice and the expiration of said period of time the same is not complied with or substantial efforts toward compliance have not been undertaken by the cited land owners, the Trustees, jointly and severally, or their agents, are hereby granted the right in the case of any violation or breach of the provisions hereof to enter upon any lots in this subdivision and to summarily abate or remove, at the expense of the owner thereof, any erection or condition that exists thereon constituting said violation or breach, without being guilty of any manner of trespass for such entry, abatement or removal or being liable for any damages caused in the exercise of such rights with due care.
2. The failure of the Trustees to enforce any of the provisions hereof shall not waive any violations or breaches thereof nor constitute an acquiescence therein or an estoppel as to the same or succeeding breaches or violations.

3. In the event any costs or expenses are incurred by the Trustees in connection with their action to correct or abate any violation or breach of the provisions hereof, provided the Trustees have first given reasonable notice to the owner or owners of the subject lot or lots to abate said violation or breach, the same shall be assessed against the owner or owners of the lots involved in the same and such charges shall be subject to the provisions for lien rights and collection specified in Section I, above, as to Assessments.

Section K Effective Date; Extinction of Prior Restrictions; Duration of Restrictions Herein

1. Upon due recording of the Declaration of Restrictions, the same shall be deemed in full force and effect as of and from and after the effective date of the execution hereof.

2. The provisions, conditions, covenants and restrictions herein established or set forth shall run with the land and bind and inure to the benefit of any and all of the lot owners in this subdivision, whether or not specifically referred to in the conveyance instruments and shall continue in force until January 1, 1975 and, further, shall hereafter continue until and unless the owners of seventy-five (75) percent or more of the lots in this subdivision execute any instrument amending and cancelling said same and thereupon duly record said instrument.

Section L Amendments

1. The within Declaration of Restrictions may be amended upon a three-fourths (3/4ths) vote of the members of the Association present at any annual or special meeting duly called for said purpose. For purposes of public record of said amendment, the Trustees or any of them shall be qualified to certify in writing the action so taken and amendments adopted, which shall be effective for said purposes forthwith upon the recording thereof.

Section M Saving Clause

1. The invalidity of any of the provisions hereof shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the provisions hereof.

IN WITNESS WHEREOF, the undersigned owner of all of the lots in Springbrook Farms, Plat II, has hereunto set his hand as of the effective date of January 1, 1965.

Signed by Virgil P. Hanifan.

Acknowledged January 11, 1965 by Virgil P. Hanifan before a Notary Public, Lucas County, Ohio (Seal).

Received for record January 11, 1965 at 3:09 P.M., and recorded in Volume 2135 of Mortgages, page 494.
AMENDED DECLARATION OF RESTRICTIONS
FOR
SPRINGBROOK FARMS, PLATS I AND II
SUBDIVISIONS IN WATERVILLE, LUCAS COUNTY,
OHIO

WHEREAS SPRINGBROOK FARMS, PLATS I AND II are subdivisions
in Waterville Township, Lucas County, Ohio, the Plats of which are
recorded in Volume 60, at pages 21-22, and Volume 61, at pages 39 and
40, respectively, Lucas County Record of Plats, containing lots
numbered consecutively 1 through 37 and 38 through 81, respectively;

WHEREAS a certain Declaration of Restrictions was adopted
touching and concerning all of the lots in Springbrook Farms, Plat I
by them the legal owners thereof on or about December 3, 1962, and
was recorded in Volume 2063, at page 349, Lucas County Record of
Mortgages; and,

WHEREAS, a certain Amended Declaration of Restrictions for
Springbrook Farms, Plat I for the then legal owners thereof was adopted
on or about December 31, 1964, and was recorded in Volume 2136, at
page 232, of the Lucas County Record of Mortgages; and,

WHEREAS a certain Declaration of Restrictions for Springbrook
Farms, Plat II was adopted touching and concerning all of the lots
in Springbrook Farms, Plat II, by the then legal owners thereof on
or about January 11, 1965, and was recorded in Volume 2136, at page
494, Lucas County Record of Mortgages, and it is the desire of the
signatories hereto to amend the restrictions hereinabove referred
to and wholly substitute for and replace the same by the within
AMENDED DECLARATION OF RESTRICTIONS FOR PLATS I AND II, and upon the
execution and recording hereof, said Declaration of Restrictions and
Amended Declaration of Restrictions for Plat I, and Declaration of
Restrictions for Plat II is to be considered wholly superseded hereby
in all rights, privileges, powers, encumbrances, and duties therein
established and is amended and replaced by the provisions hereof, and
WHEREAS it is the desire of the signatories hereof to make public declaration of their restrictions, conditions, covenants, charges, and agreements touching and concerning all of the lots in said subdivisions, subject to which all of said property shall hereafter be considered, held, and thereafter conveyed or otherwise alienated;

NOW THEREFORE, in consideration of the premises and the mutual benefit and advantages accruing, and to enhance the value of all of said property, and to afford the present and subsequent orders thereof due, and ample protection respecting the use and occupancy of lots in said subdivision, and further, to hereby establish a general, overall plan for the development and improvement of the lots in said subdivisions, and further, to establish uniform rules, regulations and restrictions, and to promote the harmonious use of park and lake and other community property facilities, the signatories hereto hereby declare that at a special meeting duly called and held on August 14, 1971, and upon consent of 75% or more of the lot owners then and there in attendance, that the within Declaration of Restrictions for Springbrook Farms, Plats I and II were adopted, and further, declare and stipulate that each of the lots in said subdivisions shall hereafter be conveyed, alienated, or encumbered by said lot owner or his assignees subject to the burdens which shall be entitled to the benefits of the following restrictions, covenants, conditions, and duties:

SECTION A: DEFINITIONS

1. As used herein, the following terms shall have the indicated meaning:

   (a) "Declaration of Restrictions" - The instrument herein before referred to as having been executed on or about December 3, 1962, and recorded in Volume 2063, at page 349, Lucas County Record of Mortgages, as respects Plat I, and, the instrument herein above referred to as having been executed on or about January 11, 1965, and recorded at Volume 2136, at page 494, Lucas County Record of Mortgages, as respects Plat II.
(b) "Amended Declaration of Restrictions" – The instrument herein before referred to as having been executed on or about December 31, 1964 and recorded in Volume 2136, at page 232, Lucas County Record of Mortgages, as respects Plat I, and as further amended in Volume 2258, at page 451, Lucas County Record of Mortgages.

(c) "Lot" and "this subdivision" – The platted lots in Springbrook Farms, Plats I and II, subdivisions in Waterville Township, Lucas County, Ohio.

(d) "Association" – The Home Owners Association of Springbrook Farms, Plats I and II, as established and defined in Section G, below.

(e) "Trustees" – The Board of Trustees of The Home Owners Association of Springbrook Farms, Plats I and II, as established and defined in Section H, below.

(f) "Assessments" – The assessments or levies imposed by the Board of Trustees of The Home Owners Association of Springbrook Farms, Plats I and II, as referred to in Sections H and I, below.

SECTION B: BUILDING SETBACK LINES AND EASEMENTS

1. Unless first approved by the Trustees, no building or any part thereof shall be erected or maintained which encroaches upon the building setback lines shown upon the plats of these subdivisions, except that steps, uncovered porches, terraces, and similar open structures, no part of which is more than 3 feet above the grade of the lot, and sidewalks and driveways serving said buildings may encroach thereon as reasonably necessary and desirable.

2. Except as first approved by the Trustees, no use shall be made of the portion of any lot lying between the building setback line shown on the plats of these subdivisions and the abutting road except for ingress and egress to said lots and
for lawn and yard purposes, including the growing of trees, shrubbery, flowers and plants, statuary, fountains, and related ornamentations beautifying the lot. The planting or growing of vegetables, fruit bearing trees, or grains for commercial purposes is prohibited. Standard rail fences shall be erected across the front of all lots along the road in these subdivisions, without cost to the owners, and shall be kept where placed and thereafter maintained by the lot owners, under the direction and control of the Trustees, an easement for said purposes being hereby reserved.

3. Perpetual rights-of-way and easements are hereby reserved or established in, through, under, and/or over certain of the lots in said subdivisions for installation, operation, and maintenance of utilities, pipelines, and sewer lines for ditch purposes, and as to lots 8 and 9 of Plat I, as a walkway to Winslow Cemetery, all as set forth and shown on the Plats of these subdivisions, and along the front 5 feet of all lots of Plat I as the same abut along the roads shown in Plat I and/or along said roads for purposes of installation, maintenance, and operation of telephone and telegraph transmission lines together with all necessary equipment, facilities, and accessories. Said easements are hereby respectively adopted as to said lots and the Trustees are hereby invested with the exclusive power and right to hereafter grant rights in, through, under, and over said areas for the purpose of construction, operation, and maintenance of electric, telephone, and telegraph, gas, sewer, water, and related public or private utilities, and all necessary and related poles, lines, conduits, fixtures, facilities, and appurtenances reasonably necessary or suitable respecting the same. No building or other structure
shall be erected or maintained on any of said lots on or over said easement nor use made thereof which is inconsistent with the said grant of easement, otherwise the owners of all lots so affected to have the right of use thereof.

4. A walk easement is hereby reserved across a portion of Lots Numbers 6 and 7 of Plat I, as shown on the plat of said subdivision, which shall be for the purpose of providing ingress and egress between the lots in said subdivision and the property line northerly of said subdivision. Except as otherwise provided in rules adopted, or pursuant to written consent issued by the Trustees, the use of said walk easement shall be restricted to the owners of lots in Plats I and II or owners of the land lying northerly of said subdivision and southerly of Obee Road, and to members of their families, their guests, invitees, and agents. The Trustees may adopt and enforce reasonable rules respecting the use, upkeep, and maintenance of said walk easement. Special easements and restrictions respecting use of Springbrook Lake, being part of Lot No. 44, Plat II, are hereby established, as particularly specified in Section F, below.

SECTION C: GENERAL USE OF LOTS AND BUILDING REQUIREMENTS

1. Except as otherwise permitted by the Trustees, all lots in this subdivision shall be used for private, single family, residential purposes only, and no structure shall be erected, altered, or maintained on said lots other than single family dwellings, not exceeding 2 stories in height, and attached or detached private garages for the ordinary and customary uses of the inhabitants therein, their servants, and guests.

2. All structures built or placed upon any lots after the date hereof shall conform to the following requirements, unless written waiver of special consent is granted by the Trustees:
(a) As to all lots in Plats I and II of these subdivisions, the cost of construction of the dwelling and accessory building shall not be less than $40,000. For purposes hereof, said minimum costs shall be construed as referable to the general cost levels prevailing as of the date of the adoption hereof.

(b) No buildings, fences, walls, porches, walks and driveways, hedges, signs, or other permanent or temporary structures shall be erected, altered, or maintained on any lots unless general plans and specifications showing the nature, kind, shape, heights, grading, material, color, or decoration scheme, location, and related details are submitted to the Trustees and their approval endorsed thereon, in connection with which the Trustees are hereby invested with reasonable discretion to require changes or modifications, or to impose reasonable conditions in connection with their approving same. After approval of said plans and specifications, changes therein, or variations therefrom, unless themselves specifically approved by the Trustees, shall be deemed to constitute violations of these restrictions.

(c) As respects Plat II, a minimum building floor elevation of 645.0 feet above sea level is hereby established.

(d) Within the exercise of reasonable discretion, the Trustees may adopt such general rules and regulations respecting the size, location, style, and exterior appearance of buildings and structures, and respecting outdoor fixtures, equipment, swimming pools, and recreational facilities, trees, shrubbery, fences, walls, and related matters as are of general application to the lots in these subdivisions and which protect and promote the general beauty and aesthetic harmony of said subdivisions, and the general welfare of the inhabitants thereof.
No building or structure shall be used for residential purposes until the exterior thereof has been substantially completed as called for in the plans and specifications thereof. All approved structures must be completed within 1 year following the date of the commencement of construction. Building materials used in connection with construction may be stored temporarily on the premises during the course of construction, but in no case shall the same remain there unincorporated into the structure for more than 1 year. Substantial changes in grade shall not be made on any lots nor sod, dirt, or gravel removed therefrom in appreciable quantities. The Trustees are invested with the right, in the exercise of reasonable discretion, to grant exceptions to these requirements, in connection with which reasonable conditions may be imposed.

SECTION D: COMBINATION AND SUBDIVISION OF LOTS

1. 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 part of one, two or more lots delineated on the recorded Plats but only with the prior written consent of the Trustees. With the exception of that portion of Lot Number 7, lying northwesterly of the bridal path easement which may be joined with Lot Number 6 of Plat I, and with the exception of Lot Number 81 of Plat II, no lot shall be subdivided except as referred to in this paragraph above, except with the unanimous approval of all other lot owners.

2. With respect of Lot Number 81, Plat II, all of the provisions of this Declaration of Restrictions shall be applicable except that said lot may be subdivided, whether or not in conjunction with the owners then ownership of any other lots in this
subdivision or of land bordering upon and lying outside this subdivision, subject to such regulations as imposed by any governmental body regulating, zoning, or planning. Provided, however, that in the event the subdivision of Lot No. 81 Plat II in conjunction with land bordering upon and lying outside this subdivision, only such lots as are composed in part of land now lying within Lot No. 81 Plat II shall be considered as having any rights of use with respect to Lot No. 44 Plat II and such lots, in their entirety, shall be subject to all of the applicable terms of the within Declaration of Restrictions.

3. Any use permitted hereunder may be made of or on any combination of entire lots (or excepted or approved subdivision thereof) in these subdivisions.

SECTION DD: PROVISIONS AS TO LOT NO. 13, PLAT I

1. The provisions of this Section shall apply only to Lot No. 13. All provisions of this Amended Declaration of Restrictions shall be applicable to Lot No. 13 except where they are inconsistent with the provisions of this Section, in which event this Section shall govern.

2. The present owners of Lot No. 13, their heirs, and assigns, are hereby granted, without restriction, the right, power, and authority to move, restore, and remodel at any time all structures on said Lot No. 13 as of December 3, 1982, subject to building setback lines. This provision shall not be amended except by unanimous vote of the members of the Association present at any meeting properly called for said purpose.

3. All construction of whatever kind done to or upon Lot No. 13 prior to the effective date of this Amended Declaration of Restrictions shall be deemed to comply irrevocably with the terms of this Amended Declaration of Restrictions.
4. There is hereby granted to the owners of Lot No. 13, their heirs and assigns, the right to house and otherwise care for equines on said Lot No. 13, which are owned by them or owned by individuals having an interest in one or more of the Lots in Springbrook Farms, Plat I or Plat II. Said owners, their heirs, and assigns, shall have the right to charge and receive payment for services rendered as may from time to time be agreed by the parties involved. In connection with said special use, no signs shall be erected, and reasonable care shall be exercised at all times to maintain the premises in an orderly manner and to minimize odors or other nuisances. The provisions of this paragraph 4 are subject to the amendment provisions of Section L of this instrument.

SECTION E: PROHIBITED USES OR PRACTICES

1. Unless written waiver or special consent is granted by the Trustees, none of the following uses may be made of or on any of the lots in these subdivisions:

(a) Keeping of any animals, fowl, or livestock for commercial purposes, or the keeping of animals for domestic, recreational, hobby, or educational purposes when they are not properly housed or cared for and which become an unreasonable annoyance or nuisance to others.

(b) Carrying on or permitting any noxious, offensive, unhealthful, or disturbing activities or practices.

(c) Erection and maintenance of wells for gas, water, oil, or other substance, whether for temporary or permanent uses, except water wells for the on-premises use of the inhabitants thereof.

(d) Erection and maintenance of poles, overhead or exposed wires, or fixtures (except that television aerials of customary and
reasonable form and size may be permitted unless otherwise ordered by the Trustees) and billboards or other advertising devices (except that customary and reasonable signs advertising the sale of lots may be permitted unless otherwise ordered by the Trustees).

(e) The use, either temporarily or permanently, of any trailer, basement, tent, shack, garage, barn, temporary structure, or vehicle for residence purposes.

(f) The conducting and carrying on of any commercial business or professional enterprise or activity, or the displaying of any signs or advertising with respect thereto, except that the part-time or occasional attention to such activities which are centralized and principally conducted elsewhere, and activities reasonably necessary and related to the sale of lots shall be permissible, provided the same do not reach such proportions as to constitute a nuisance to others nor detract from the essentially residential nature and character of these subdivisions.

(g) Loud, boisterous, or obscene conduct or language of a tenor and nature as to unreasonably disturb others in these subdivisions or grossly disrupt the general peace.

(h) The placing or maintaining upon the visible portions of lots of rubbish, debris, or garbage, except such as are stored in fireproof and covered containers, and not permitted to constitute a fire or health hazard or a nuisance.

(i) The permitting of thistles, rag weed, or other noxious or unsightly weeds which are readily visible from the inhabited portions of adjoining lots or the roadways.

(j) The use of any lots for dumping purposes, or the bringing on to any lots of fill material other than clean earth or stone.
SECTION F:   USE OF PRIVATE PARK AND SPRINGBROOK LAKE

1. Lot No. 44, designated on Plat II as "Private Park," and "Springbrook Lake," and the related facilities and equipment, shall be held open for common, but otherwise private, recreational use and benefit of the owners of lots in these subdivisions, members of their families, and their guests, in conjunction with similar use thereof by owners of lots in Springbrook Farms, Plat I, subject to the provisions hereinafter stated.

2. The owners of all lots abutting upon that portion of Lot No. 44 designated as Springbrook Lake (excluding the north-south inlet thereto), as shown on the plat, are hereby granted an easement of exclusive and private use of that portion of Springbrook Lake which abuts upon their respective lots and extends out into Springbrook Lake a distance of 20 feet measured from the highwater mark thereof, for the private use of the owners of the respective lots, their family members, and invitees. Said easement is granted subject to the provision that no such private use shall constitute a nuisance; nor shall it unreasonably interfere with the use and enjoyment of the remaining portion of Springbrook Lake by others entitled thereto; and any structures, docks, or related facilities erected thereon shall be subject to the reasonable regulation and supervision of the Trustees, for the purpose of minimizing conditions of danger, or unreasonable interference with the use of Springbrook Lake by other qualified persons, and to provide for reasonable uniformity and harmony of the same. Said owners shall be responsible for the upkeep and proper maintenance of their respective areas of said easement, and of all structures, docks, or related facilities erected thereon, including the upkeep and maintenance of the shoreline, and the control of vegetation or waste affecting the waters of Springbrook Lake, all subject to reasonable regulations and supervision of the Trustees. The owners of all lots abutting upon the north-south inlet to Springbrook Lake are hereby
granted in common an easement of exclusive and private use of said inlet, subject to the reasonable regulations and supervision of the Trustees respective the control of vegetation or waste affecting the waters of Springbrook Lake.

3. Except as herein specifically otherwise provided, the Trustees are hereby invested with the sole power on behalf of the owners of lots in these subdivisions to promulgate reasonable rules and regulations from time to time as to the use, maintenance, and upkeep of said Private Park and Springbrook Lake and the approaches thereto, and to provide for the enforcement thereof, including the granting of rights of users to other parties, and the adoption of general and uniform rules restricting or limiting the use thereof by owners of lots in these two subdivisions.

4. Nothing herein contained shall be construed as granting rights of ingress or egress to or from said Private Park or Springbrook Lake over or across any private lots abutting upon the same except on behalf of the respective owners thereof.

SECTION G: HOME OWNERS ASSOCIATION

1. The Home Owners Association of Springbrook Farms, Plats I and II, is hereby established. Said Association shall be composed of the record owner or owners of lots in this subdivision from time to time, subject to the following rules and regulations:

(a) Voting rights shall be limited to one (1) vote per lot owned, regardless of the number of owners thereof. As to multiple ownership of one lot or ownerships of fractions of lots, the owners shall decide among themselves as to their spokesman and the casting of any votes; in the event of their failure to agree from time to time, the Trustees shall select one of their number to exercise all voting or other rights.
(b) In ascertaining members, the Trustees shall be entitled to rely upon actual notice given to them as to ownership. As to vacant lots and respecting nonresident owners, the Trustees shall be entitled to rely upon the last given tax mailing address of owners or actual notice given to them as to addresses for the mailing of notices, assessments and related information.

(c) Unless a written proxy is granted by the owner or owners of lots, and filed with the Trustees, lessees, tenants, or purchasers of lots under land contract they shall have no voting rights but shall be ex-officio members of the Association, and be entitled to attend meetings, but the Trustees shall not be obligated to issue notices or other information to such parties.

(d) For the purposes of the sending of notices and other information, and recognition as to voting rights, the Trustees shall be entitled to rely upon the last information made available to them as to ownership, without regard to interim changes in ownership. Upon the transfer of title to any lot, the new owner shall be under a duty to give actual notice of his ownership to the Association, and Association is not bound to recognize such ownership until such notice is given or otherwise actually received.

(e) The Trustees are granted the right to adopt reasonable rules and regulations not inconsistent herewith in implementation of supplementation of the within rules and regulations.

2. Said Association shall exist and function for the purpose of the administration of all matters of common concern, and as to the general welfare of all owners of lots in these subdivisions, for the purpose of preserving and enhancing the value of properties in said subdivisions, and for the creation
and maintenance of harmonious relationships among the owners of lots in these subdivisions as to all matters affecting their ownership and enjoyment thereof.

3. Unless otherwise provided herein, The Association shall act upon the basis of a majority vote of the qualified members present at any annual or special meeting, provided at least 20 lots are represented at such meeting, which shall constitute a quorum for the transaction of business.

SECTION H: THE BOARD OF TRUSTEES

1. The Board of Trustees of The Home Owners Association of Springbrook Farms, Plats I and II, is hereby established to exclusively exercise or delegate all of the rights, powers, and privileges, and to fulfill all of the duties of said Association, and as otherwise reserved or provided herein, except as otherwise provided herein.

2. The Board of Trustees shall consist of 3 members, all of whom shall be sole or part owners (or their spouses) of lots in these subdivisions, to serve for terms of 3 years each and until their successors are elected and qualified. Trustees shall serve for staggered terms, 1 Trustee being elected each year except that in the original election of the Board of Trustees 3 members shall be elected; The one receiving the most votes to serve for a term of 3 years; the one receiving the second highest number of votes, to serve for 2 years; and the other member to serve for 1 year. Trustees shall be entitled to succeed themselves in office only for one additional term, thereafter being eligible for reelection only after 1 year's absence from the Board. In the event an elected Trustee no longer continues as an owner or part owner of a lot in these subdivisions, his office shall be automatically declared vacant and the remaining Trustees shall select his replacement.
from owners or part owners of lots in these subdivisions who would be eligible at the next succeeding election to fill the balance of the term of the retiring Trustee. For purposes of re-election, the appointment to fill a vacancy shall not be considered as a term in office.

3. The initial election of multiple Trustees shall take place immediately following the adoption of these restrictions, and in the event such election is held other than at the normal time of the year for election of Trustees; the initial Trustees shall serve for such additional number of months as necessary to make their terms end at such normal time as hereinafter specified.

4. Election of Trustees shall take place at the annual meeting of members of the Association, to be held on the earliest day of January, and at such time and place as reasonably convenient to the members of the Association, as determined by the Trustees. Notice of said meeting shall be mailed or delivered to members, subject to the provisions of Section 6 above, a reasonable period of time in advance of said meeting; provided, however, that any irregularities in the giving of said notice or the failure to give notice, unless the same affects a substantial number of the members of the Association, shall not affect the validity of actions taken at said meeting.

5. The Trustees may call special meetings of the members of the Association (and, upon written demand by 50% or more of the members of the Association shall call special meetings) at such times and for such purposes as determined by the Trustees. The Trustees may delegate any decisions otherwise incumbent upon them to the members of the Association at any annual or special meetings, in which case the Trustees shall be relieved of any responsibility for the same.
6. The Trustees shall adopt by-laws for the regulation and administration of their meetings and affairs, which shall provide for the election among their members of a Chairman, a Vice-Chairman, and a Secretary-Treasurer. Records shall be made and kept as to all official actions taken by the Trustees, which shall be open to inspection at all reasonable times by any members of the Association or their duly appointed agents.

7. The Trustees shall have the right to appoint committees, membership thereon not necessarily limited to those eligible to serve as Trustees, and to delegate powers to said committees for the carrying out of any of the provisions hereof under the supervision and ultimate responsibility of the Trustees.

8. In addition to other rights and privileges granted to them, the Trustees may adopt rules and regulations, provided the same are not contrary to any express provisions herein set forth as to matters of common concern, and as to the general welfare of said Association, its members, and all related matters generally affecting these subdivisions, which shall be duly publicized and thereafter have the same force and effect as if herein set forth.

9. Trustees shall serve without compensation but shall be entitled to reimbursement of any expenses incurred by them on behalf of the Association or in connection with the proper discharge of their duties as Trustees.

10. Trustees shall be subject to removal from the Board of Trustees by a two-thirds vote of the members of the Association at any annual or special meeting called for said purpose, in which event the members shall thereupon proceed to elect a Trustee to fill the vacancy and to serve for the balance of the term of the removed Trustee.
11. The Trustees shall have the right to construe and interpret the provisions hereof, and its construction or interpretation in good faith shall be final and binding. In each such case, the Trustees shall endeavor to and in the granting of any waivers or exceptions so construe or interpret the provisions, and to so act as to further the best interests of the entire subdivision and to maintain the general plan and purposes hereof.

SECTION I: ASSESSMENTS

1. After due election of the three-man Board of Trustees as provided for in Section N above, the provisions of this Section shall be effective only from and after the approval thereof by a majority of members of The Home Owners Association, who are present at said meeting. In connection with such approval of the provisions of this Section, The Home Owners Association may adopt restrictions, conditions, and limitations as to the assessing powers hereinafter set forth which shall be effective until changed or amended at a subsequent meeting of The Home Owners Association called for such purpose, otherwise the Trustees do have the assessment power hereinafter stated.

2. Subject to the provisions of the foregoing paragraph, the Trustees are hereby given the right to levy private assessments upon the lots in these subdivisions for purposes of maintenance of common property in the subdivisions, and for such other functions and purposes as are of common benefit and for the general welfare of the lots in these subdivisions and the owners thereof, and to defray other costs and expenses reasonably incurred by the Trustees. Among other purposes, the Trustees are specifically authorized to expend funds for an equitable portion of the maintenance and supervision expenses, taxes and assessments, public liability insurance
premums, and other costs or expenses attributable to Springbrook Lake and adjacent park, walk-ways, and other recreational or social facilities there constructed or maintained. Said assessments shall be calculated upon the basis of a budget adopted by the Trustees as sufficient, together with a reasonable reserve for contingencies, for the ensuing year. Due written notice of the assessments and the dates for payment thereof shall be mailed or given to the owners of lots in these subdivisions, subject to the rules as stated in Section G above. Private arrangements between multiple owners of lots, lessees, tenants, or purchasers of lot owners respecting payment of said assessments shall not be binding upon the Trustees who may look to any record owner or part owner of a lot as of the time of levying of said assessment for payment thereof.

3. In spreading the aggregate amount to be assessed among the various lots in the subdivisions, the Trustees shall calculate the individual assessments upon the basis of a uniform formula or schedule of charges, applying to all lots regardless of area or location within Plats I and II, provided, however, as to special services provided by the Trustees from time to time which directly and demonstrably affect or benefit certain lots more or less than other lots because of area or location within Plats I and II, the Trustees shall have reasonable discretion to take such special and direct benefits into consideration in adjusting assessments on said lots.

4. For purposes of said assessments, any unimproved lots in this subdivision owned by Virgil P. Hanifan, for Plat II, shall not be subject to assessment; provided, however, in the event of the sale of any such lots, the Trustees may assess such lot an amount calculated upon the basis of the amount which
would otherwise have been assessed upon said lot, pro-rated upon a calendar year basis as of the date of vesting of title.

5. Said Trustees are hereby granted a perpetual lien upon the lots in said subdivision subject to assessment hereunder to secure the payment thereof; upon default in payment, said Trustees may file a Notice of Lien for such assessments with the Recorder of Lucas County, Ohio, and proceed to collect the same by foreclosure of said lien, or by other judicial processes, together with recovery of all costs and expenses incurred in connection with the collection thereof, including reasonable attorneys' fees. Said lien shall be subordinate to any mortgage placed upon the lots.

SECTION J: ENFORCEMENT OF RESTRICTIONS

1. Without prejudice to the individual rights of any owner or owners of lots in these subdivisions to directly pursue any legal or equitable remedies, the Trustees shall be empowered to enforce the provisions hereof. In this regard, the Trustees shall first give personal or mailed notice to any violators of the provisions hereof, specifically stating the claimed violation and the provisions hereof which are involved and clearly indicating the action to be taken to remedy or relieve said violation and the reasonable time limit within which the same shall be accomplished. If, after said notice and the expiration of said period of time the same is not complied with or substantial efforts toward compliance have not been undertaken by the cited land owner, the Trustees, jointly and severally, or their agents, are hereby granted the right in case of any violation or breach of the provisions hereof to enter upon any lots in these subdivisions and to summarily abate or remove, at the expense of the owner thereof, any erection or condition that exists thereon constituting said
violation or breach, without being guilty of any manner of
trespass for such entry, abatement, or removal or being liable
for any damages caused in the exercise of such rights with
due care.

2. The failure of the Trustees to enforce any of the provisions
hereof shall not waive any violations or breaches thereof
nor constitute an acquiescence therein or an estoppel as to
the same or succeeding breaches or violations.

3. In the event any costs or expenses are incurred by the Trustees
in connection with their action to correct or abate any
violation or breach of the provisions hereof, provided the
Trustees have first given reasonable notice to the owner or
owners of the subject lot or lots to abate said violation or
breach, the same shall be assessed against the owner or owners
of the lots involved in the same and such charges shall be
subject to the provisions for lien rights and collection
specified in Section I above as to Assessments.

SECTION X: EFFECTIVE DATE; EXTINGUISHMENT OF PRIOR
RESTRICTIONS; DURATION OF RESTRICTIONS HEREBIN

1. Upon due recording of the within Declaration of Restrictions
for Plats I and II, the same shall be deemed in full force
and effect as, of, from, and after the effective date of the
execution hereof.

2. The provisions, conditions, covenants, and restrictions herein
established or set forth shall run with the land and bind and
inure to the benefit of any and all of the lot owners in these
subdivisions, whether or not specifically referred to in the
conveyance instruments and shall continue in force until
January 1, 1985, and further, shall hereafter continue until
and unless the owners of 75 per cent or more of the lots in
these subdivisions execute any instrument annulling and cancelling
same and thereupon duly record said instrument.
SECTION L: AMENDMENTS

1. The within Declaration of Restrictions for Plats I and II may be amended upon a three-fourths vote of the members of the Association present at any annual or special meeting duly called for said purpose. For purposes of public record of said amendment, the Trustees or any of them shall be qualified to certify in writing the action so taken and amendments adopted, which shall be effective for said purposes forthwith upon the recording thereof.

SECTION M: SAVING CLAUSE

1. The invalidity of any of the provisions hereof shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the provisions hereof.

No signature as to the owners of the premises in question.

The undersigned, Trustees of Plats I and II, Homeowners' Association of Springbrook Farms, certify that at a duly authorized, special meeting of homeowners held on August 14, 1971, the within Amended Declaration of Restrictions for Springbrook Farms, Plats I and II, were favorably acted upon by a 75% majority of homeowners present and the signatures of said homeowners, hereinabove set forth represent a 75% majority of homeowners present voting.

(Signed) Wade T. Mixdorff
Melvin K. Langel
William G. Nilsson
Charles R. Leech, Jr.
Gerald L. Glen
David L. Thornton

Acknowledged December 15th 1971 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record January 18th 1974 at 2:11 P.M., and recorded in Volume 2788 of Mortgages, page 147.
AMENDED DECLARATION OF RESTRICTIONS
FOR SPRINGBROOK FARMS, PLATS I AND II
A SUBDIVISION IN WATerville TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, Springbrook Farms, Plats I and II, are plats in a Subdivision in Waterville Township, Lucas County, Ohio Plat I of which was recorded in Volume 60 at pages 21 and 22, Lucas County Record of Plats, and Plat II in volume 60 at pages 39 and 40, Lucas County Record of Plats, and

WHEREAS, certain Declaration of Restrictions were adopted touching and concerning all of the lots in Springbrook Farms, Plats I and II, Plat I of which was originally recorded at Volume 2063 of Mortgages, page 349, and Plat II of which was originally recorded at Volume 2163 of Mortgages, page 494, and

WHEREAS, said Declaration of Restrictions for said plats were subsequently amended, the most recent being recorded at Volume 2788 of Mortgages, page 147, and

WHEREAS, Section L, subparagraph 1, of said Declaration of Restrictions provides for amendment of said Restrictions upon a three-fourths (3/4) vote of the members of the Association present at any annual or special meeting duly called for said purpose, and

WHEREAS, on the 17th day of April, 1974, pursuant to notice to the owners of lots in Springbrook Farms, Plats I and II, a special meeting was called for the stated purpose of amending Restrictions in Plats I and II relative to the number and term of office of Trustees and further to amend said Restrictions to provide for creation, designation and operation of the Home Owners Association of Springbrook Farms as a non-profit corporation under the laws of the State of Ohio.

NOW, THEREFORE, in consideration of the premises and mutual benefit and advantages accruing to each of the owners in said Plats I and II of said subdivision and to enhance the value of all of said property and to afford the present and subsequent owners thereof due and ample protection respecting the use and occupancy of lots in said Subdivision, upon motion duly made and seconded by the requisite three-fourths (3/4) vote of the members of the Association present at said special meeting and with the necessary quorum in attendance the following amendments were adopted:

1. That Section G of Restrictions for Springbrooks Farms, Plats I and II, entitled "Home Owners Association" be and hereby are amended by the addition of subparagraph 4, so that as amended they shall read as follows:
Section C  Home Owners Association

4. All of the powers, rights, duties and obligations of the Association referred to above shall be delegated without exception or reservation to an Association by the same name which was incorporated as a non-profit corporation under Chapter 1702 of the Ohio Revised Code by the filing of Articles of Incorporation on February 6, 1973, being Charter No. 435263; that the acts of the Association's Trustees as incorporators of said non-profit corporation are hereby specifically ratified, approved and confirmed in like affect as if such action had been taken by action of the general membership prior to such incorporation; and further provided that said non-profit corporation shall possess all powers, rights, duties and obligations granted to non-profit corporations pursuant to the Articles of Incorporation and laws of the State of Ohio, except that in the event of conflict or inconsistencies between said Articles and the Declaration of Restrictions as amended, the Declaration of Restrictions shall govern.

2. That Section II. subparagraph 2, of the Declaration of Restrictions for Springbrook Farms, Plats I and II, be and the same are amended, so that as amended they shall read as follows:

Section II  The Board of Trustees

2. The board of Trustees shall consist of five (5) members, all of whom shall be sole or part owners (or their spouses) of lots in this Subdivision, to serve for terms as hereinafter described and until their successors are appointed or elected and qualified. Trustees shall serve for staggered terms. In the election subsequent to the amendment of the Declaration of Restrictions, two (2) Trustees shall be elected to each serve for a term of three (3) years; one (1) Trustee shall be elected to serve for two (2) years; and two (2) Trustees shall be elected to each serve for a term of one (1) year. The first year of the term of all Trustees elected after adoption of this amendment shall be deemed to have been concluded as of the date of the annual meeting of the Association in January, 1975, so that all terms shall expire at the time of an annual meeting at which
successor Trustees shall be elected. Trustees shall be entitled to succeed themselves in office only after one (1) year's absence from the Board. In the event an elected Trustee no longer continues as a owner or part owner of a lot in this Subdivision, or if a Trustee resigns or is otherwise ineligible to complete his term, his office shall be considered vacant and the remaining Trustees shall select his replacement from owners or part owners of lots in this Subdivision who shall serve until the next annual meeting at which time a Trustee shall be elected by the membership to fill the unexpired term. For purposes of re-election, the appointment to fill a vacancy shall not be considered as a term in office."

3. That Section I, subparagraph 1 of the Declaration of Restrictions for Springbrook Farms, Plats I and II be and the same are amended, so that as amended it shall read as follows:

"Section I

1. After due election of the five-man Board of Trustees as provided for in Section H above, the provisions of this Section shall be effective only from and after the approval thereof by a majority of members of The Home Owners Association, who are present at said meeting. In connection with such approval of the provisions of this Section, The Home Owners Association may adopt restrictions, conditions and limitations as to the assessing powers hereinafter set forth which shall be effective until changed or amended at a subsequent meeting of The Home Owners Association called for such purpose, otherwise the Trustees do have the assessment power hereinafter stated."

4. Except as otherwise specifically stated herein, the Declaration of Restrictions for Plats I and II as originally recorded and all subsequent amendments thereto are ratified, approved and confirmed, and shall remain in full force and effect unless otherwise amended or terminated as provided by the Restrictions.

5. The amendments to the Declaration of Restrictions for Springbrook Farms, Plats I and II, set forth above shall be in full force and effect immediately from and after their passage.
IN WITNESS WHEREOF, the said Trustees in accordance with Section 1 of said Restrictions, all of whom are qualified, do hereby certify that the foregoing action was duly adopted at the special meeting stated above to take effect as of the date of such meeting.

Witnesses:

________________________________________  Jean Vaughan

________________________________________  John C. Wasserman

________________________________________  William H. Barber

________________________________________  Raymond I. Kopan

________________________________________  John Dellinger

STATE OF OHIO  }
COUNTY OF LUCAS  }

Before me, a Notary Public in and for said county, personally came Jean Vaughan, John C. Wasserman, William H. Barber, Raymond I. Kopan and John Dellinger, Trustees, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed for the purposes therein indicated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 11th day of August, 1974.

     Notary Public, Lucas County, Ohio

Received for record August 20, 1974 at 9:43 A.M. in Volume 2921 of Mortgages, page 77.