This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
OF
SUMMIT POINTE

WHEREAS, OTTAWA RIVER DEVELOPMENT COMPANY (hereinafter "Grantor") is the owner in fee simple of the real property located in Lucas County, Ohio, as described on Exhibit A (the "Property");

WHEREAS, Grantor is desirous of establishing for the mutual benefit of itself and all future property owners, mortgagees or occupants of all or any part of the subject property certain easements and rights, in, over and upon the Property and certain mutually-beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof in order to insure the stability of land values and protect all future owners of the Property from noxious and offensive uses of the Property;

NOW, THEREFORE, in consideration of the foregoing, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Grantor does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above-described real estate (which plat is known as "Summit Pointe"), shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit:

ARTICLE 1
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of Summit Pointe as the same may be hereafter combined and/or subdivided shall be referred to herein as "Residential Lot(s)." No structure shall be erected, placed or maintained on any Residential Lot other than one (1) single-family dwelling of not less than 1,200 square feet of living area (measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms and garages), having a private entrance, as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling and shall be side or rear loading, and such accessory buildings and uses as are approved by the Grantor as provided
under Article 2 hereof. With respect to each structure erected or
maintained in the subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single family residence on
more than one (1) Residential Lot shall not be permitted. No more than one
(1) single family residence shall be permitted on any Residential Lot;
provided, however, that individual Residential Lots may be split and/or
combined upon obtaining any requisite governmental approvals and the
written approval of the Grantor.

1.3 Use Restrictions. No building or structure shall be erected
and no portion of any Residential Lot shall be used for any use or purpose
other than residential purposes. No noxious, offensive or unreasonably
disturbing activities shall be carried on upon any part of the subdivision,
nor shall anything be done within the subdivision which may be or become an
annoyance or nuisance in the subdivision. No well for gas, water, oil or
any other substance shall at any time be erected, placed or maintained on
any of the Residential Lots other than a well for water for recreation or
maintenance purposes which shall first have been approved by the Grantor as
provided under Article 2 hereof. No lot shall be used for the storage of
automobiles, recreational vehicles, boats, trailers, scrap, scrap iron,
water, paper, glass or any reclamation products or material, except that
during the period while a structure is being erected upon any Residential
Lot, building materials to be used in the construction of such structure
may be stored thereon, provided however, that any building materials not
incorporated into said structure within ninety (90) days after its delivery
to such Residential Lot shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence
construction of a home on a lot within two (2) years after receiving title
to a lot, unless an extension is approved in writing by the Grantor and the
Architectural Control Committee, and all structures must be completed by an
owner within one (1) year following the commencement of construction. No
sod, dirt or gravel, other than incidental to construction of approved
structures, shall be removed from Residential Lots without the approval of
the Grantor as provided under Article 2 hereof.
1.5 Pets. Dogs, cats or other domestic household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Grantor, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with the rules and regulations adopted by the Grantor. Pit Bulls and other vicious animals are strictly prohibited at Summit Pointe.

1.6 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the Residential Lot on which sign is located shall be erected, placed or posted or otherwise displayed on or about any Residential Lot without the written permission of the Grantor, and the Grantor shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. No trailer, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Grantor as provided under Article 2 hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any Residential Lot in the subdivision, shall be suitably housed within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Grantor.

ARTICLE 2

ARCHITECTURAL CONTROL

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

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

2.3 Location of Structure. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the
recorded plat nor nearer to any side line or rear line than shall be determined by Grantor, in writing, at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porte cochere and other similar projections of said dwelling.

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

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

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

2.7 Trees. No structure or any part thereof shall be erected, placed or maintained on any lot in Summit Pointe, nearer to the front or street line or lines than the building setback lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, not sidewalks (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any
purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Grantor shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

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

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards whenever erected shall be approved by Grantor.

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

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said Residential Lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of Grantor shall have been first obtained therefor, subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

2.12 Construction in Violation of Approved Plan. Grantor, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, after reasonable notice to enter the property upon or as to which such violation
or breach exists and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Grantor, and Grantor shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Grantor to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Grantor shall at any and all times have the right to enforce the same.

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

Article 3
The Summit Pointe Property Owners' Association

3.1 Formation. Grantor has caused a corporation not-for-profit to be incorporated under the laws of the State of Ohio named "The Summit Pointe Property Owners' Association" ("Association"). The owners of Residential Lots in Summit Pointe and all persons who hereafter acquire title to such Residential Lots shall be members of the Association. Upon the sale and conveyance by Grantor of all lots in Summit Pointe, and the affirmative vote of three-quarters (3/4) of the lot owners, Grantor, by an instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by Grantor under the terms of this Declaration of Restrictions. The assignment shall be recorded in the office of the Lucas County, Ohio, Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the
construction, improvement, maintenance and upkeep of Summit Pointe in the
manner determined by the Association to be for the best interests of the
owners of the lots in the plat.

3.2 Ownership of Water Property. Within sixty (60) days from
the date which the plat for Summit Pointe is recorded with the Lucas County
Recorder, Grantor shall convey the Property described on Exhibit B (the
"Water Lot" and the "Buffer Lots") to the Association. The Property shall
thereafter be owned by the Association for the benefit of all Residential
Lot owners in Summit Pointe subject to the terms and conditions set forth
in this Declaration.

3.3 Responsibilities. The Association shall be responsible for
the repair, maintenance and landscaping of the dikes, piers and docks and
related facilities; for the putting in and taking out of the docks and
related facilities; for any necessary dredging of the channel to facilitate
docking of boats; maintenance of boulevard areas; maintenance of drainage
areas; and for all other related costs necessary or incidental to the
maintenance of property owned by the Association and the operation of the
Association.

3.4 Maintenance Charges. Each and every lot in Summit Pointe
shall be subject to a maintenance charge in the amount established by the
Association, initially Two Hundred Fifty Dollars ($250.00) annually (such
assessment shall be on a per lot basis), payment to be made in equal
installments on the first (1st) day of May and the first (1st) day of
November each calendar year for such calendar year commencing May 1, 1991.
The Association shall have a lien perpetually upon lots in Summit Pointe to
secure the payment of the annual maintenance charge. If a default of the
payment of such maintenance charge exists for sixty (60) days of its due
date, a "Notice of Lien" in substantially the following form may be filed
and recorded in the lien records at the office of the Recorder of Lucas
County, Ohio:
"Notice of Lien"

Notice is hereby given that The Summit Pointe Property Owners' Association claims a lien for unpaid annual assessments for the year(s) ___________ in the amount of $__________ against the following-described premises:

(Insert legal description)

The Summit Pointe Owners' Association

By______________ President

State of Ohio )
) ss:
County of Lucas)

The foregoing instrument was acknowledged before me this ______ day of __________, 19____, by __________, President of The Summit Pointe Property Owners' Association, an Ohio corporation, on behalf of the corporation.

Notary Public

In the event that any of said assessments are not paid when due, Grantor may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien and, in such event, shall also be entitled to recover and have and enforce against each Residential Lot a lien for its costs and expenses in that regard, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the water property or any facilities located thereon or by abandonment of his/her Residential Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any 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 shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in Summit Pointe and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association as set forth.
in Section 3.3, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots.

3.5 Boat Docks. Upon the initial purchase of a Residential Lot, the owner shall be entitled to one (1) of the designated boat docks, all of which are shown on the recorded plat of Summit Pointe. The docks shall be assigned and regulated by the Association in conformance with the provisions of this Declaration, the Association By-Laws and other such rules and regulations as are promulgated by the Association. The assigned dock shall be deemed appurtenant to the Residential Lot purchased by the owner and once a dock is assigned to a property owner, said owner shall have the absolute and exclusive right to use the assigned dock for so long as the owner continues to own property in Summit Pointe, subject only to the By-Laws and rules promulgated by the Association. Grantor reserves the right to construct dikes, piers, boat docks and related facilities on portions of the Water Property, subject to necessary governmental permits, consents and requirements. The use and enjoyment of each boat dock shall be limited to the owner of such boat dock and his family and guests, subject to the Rules and Regulations of the Association, but the maintenance and repair of such docks shall be the responsibility of the Association and treated as a common expense of the Association.

Article 4

Easements

4.1 Reservation of Easement Rights. Grantor reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Grantor or its successors and assigns for the services of the Subdivision on, over, below or under all of the areas designated as "Utility Easements," or with words of similar import, on the recorded plat of Summit Pointe, and along and upon all highways now existing or hereafter established and abutting all the Residential Lots in the subdivision. Grantor also reserves to
itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the Residential Lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement," or with words or similar import, upon the recorded plat of Summit Pointe. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include Residential Lot improvements, such as driveways, paved parking areas and fences. No owner of any Residential Lot shall have the right to reserve or grant any easements or rights-of-way upon or over any of the Residential Lots without the prior written consent of the Grantor, its successors and assigns. Notwithstanding the provisions of Section 3.1, the rights reserved to the Grantor in this Section 4.1 shall survive the transfer of the Grantor's rights set forth in Section 3.1. The rights granted to the Grantor in this Section 4.1 shall remain exclusively vested in the Grantor for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Grantor to the Association of the Grantor's rights, privileges and powers as provided in Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Grantor may designate, the rights granted to the Grantor in this Section 4.1 shall terminate.

4.2 Fence Easement. The Grantor has or may construct fences in the easement areas located to the rear of the Residential Lots fronting on 303rd Street. The Grantor, therefore, reserves to itself, and to its successors and assigns, such easements and rights-of-way as are necessary for the construction and maintenance of such fence. The fence shall be the property of and maintained by the Association at the Association's expense. All decisions regarding the design, upkeep and maintenance of the fence shall be at the sole discretion of the Association.
ARTICLE 5

DURATION OF RESTRICTIONS, AMENDMENTS

5.1 Term. This Declaration shall be binding and remain in full force and effect for a term of fifty (50) years, and may be renewed for three (3) successive terms of twenty (20) years each by a document in writing executed by a majority of the then owners of property; provided, however, that these Restrictions may be terminated prior to expiration of the initial or any renewal term as set forth in Section 5.2.

5.2 Amendments. This Declaration may be amended or revoked with the written approval of the then owners of not less than Seventy-five percent (75%) of the Residential Lots in the Summit Pointe, which amendment or revocation shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving Residential Lot owners with the formalities required by law.

ARTICLE 6

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

6.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Grantor, the Association or any person or persons owning any Residential Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

6.2 Saving Clause. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Grantor shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of Grantor in the enforcement of these provisions and restrictions including defense of their validity.
6.3 **Transfers Subject to Restrictions.** All transfers and conveyances of each and every Residential Lot in Summit Pointe shall be made subject to these restrictions.

6.4 **Notices.** Any notice required to be sent to any owner of a Residential Lot or any part thereof or to Grantor or to the Association shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as such owner or to Grantor or to the Association as such address appears on the applicable public record.

6.5 **No Waiver of Violations.** No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

6.6 **Waiver of Restrictions by Developer.** Each Residential Lot owner, by acceptance of a deed to a Residential Lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of Grantor, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the Residential Lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of a provision of these restrictions would work a hardship, Grantor may, in writing, grant waivers from these restrictions as to such Residential Lot so as to permit the erection of such building or making the proposed improvements.

6.7 **Paragraph Headings.** The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 18th day of December, 1990.

**WITNESSES:**

[Signatures]

**OTTAWA RIVER DEVELOPMENT COMPANY**

[Signature]
STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 12th day of December, 1990, by Joseph A. Corso, Jr., as President of OTTAWA RIVER DEVELOPMENT COMPANY, an Ohio corporation, on behalf of the corporation.

Naomi L. Culter
NOTARY PUBLIC

10/17/90-A/MWB5

THIS INSTRUMENT PREPARED BY:

BOX

Michael W. Bragg, Esq.
SPENGLER, NATHANSON, HEYMAN, MCCARTHY & DURFEE
1000 National Bank Building
Toledo, Ohio 43604
Phone No. (419) 241-2201

RECEIVED & RECORDED

DEC 12 1990 2:46 PM
SUE RIoux
RECORDER, LUCAS COUNTY, OHIO

-14-

90 1642BO2
DECLARATION OF RESTRICTIONS

OF

SUMMIT POINTE

WHEREAS, OTTAWA RIVER DEVELOPMENT COMPANY (hereinafter "Grantor") is the owner in fee simple of the real property located in Lucas County, Ohio, as described on Exhibit A (the "Property");

WHEREAS, Grantor is desirous of establishing for the mutual benefit of itself and all future property owners, mortgagees or occupants of all or any part of the subject property certain easements and rights, in, over and upon the Property and certain mutually-beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof in order to insure the stability of land values and protect all future owners of the Property from noxious and offensive uses of the Property;

NOW, THEREFORE, in consideration of the foregoing, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Grantor does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above-described real estate (which plat is known as "Summit Pointe"), shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit:

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of Summit Pointe as the same may be hereafter combined and/or subdivided shall be referred to herein as "Residential Lot(s)." No structure shall be erected, placed or maintained on any Residential Lot other than one (1) single-family dwelling of not less than 1,200 square feet of living area (measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms and garages), having a private entrance, as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling and shall be side or rear loading, and such accessory buildings and uses as are approved by the Grantor as provided
under Article 2 hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single family residence on more than one (1) Residential Lot shall not be permitted. No more than one (1) single family residence shall be permitted on any Residential Lot; provided, however, that individual Residential Lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the Grantor.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any Residential Lot shall be used for any use or purpose other than residential purposes. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance in the subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the Residential Lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Grantor as provided under Article 2 hereof. No lot shall be used for the storage of automobiles, recreational vehicles, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period while a structure is being erected upon any Residential Lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such Residential Lot shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence construction of a home on a lot within two (2) years after receiving title to a lot, unless an extension is approved in writing by the Grantor and the Architectural Control Committee, and all structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel, other than incidental to construction of approved structures, shall be removed from Residential Lots without the approval of the Grantor as provided under Article 2 hereof.
1.5 *Pets.* Dogs, cats or other domestic household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Grantor, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with the rules and regulations adopted by the Grantor. Pit Bulls and other vicious animals are strictly prohibited at Summit Pointe.

1.6 *Signs.* No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the Residential Lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any Residential Lot without the written permission of the Grantor, and the Grantor shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.7 *Miscellaneous.* No trailer, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Grantor as provided under Article 2 hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any Residential Lot in the subdivision, shall be suitably housed within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Grantor.

**ARTICLE 2**

**ARCHITECTURAL CONTROL**

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

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

2.3 Location of Structure. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the
recorded plat nor nearer to any side line or rear line than shall be
determined by Grantor, in writing, at the time of the approval of the plans
and specifications for said dwelling. This restriction as to the distances
at which said dwelling shall be placed from the front, side and rear lines
of said lot, shall apply to and include, porches, verandas, porte cochere
and other similar projections of said dwelling.

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

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

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

2.7 Trees. No structure or any part thereof shall be erected,
placed or maintained on any lot in Summit Pointe, nearer to the front or
street line or lines than the building setback lines as shown on the
recorded plat. Said portion of any lot shall not be used for any purpose
other than that of a lawn; nothing herein contained, however, shall be
construed as preventing the use of such portion of any lot for privacy
walks, not sidewalks (and drives, if otherwise permitted), the planting of
trees or shrubbery, the growing of flowers or ornamental plants, or
statuary, fountains and similar ornamentations, for the purpose of
beautifying any lot, but no vegetables, so called, nor grains of the
ordinary garden or field variety shall be grown on the front or side
yards on such portion thereof; and no weeds, underbrush or other unsightly
growths, shall be permitted to grow or remain anywhere upon any lot, and no
unsightly objects shall be allowed to be placed or suffered to remain
anywhere thereon. No fence, hedge, wall or enclosure of any kind for any
purpose, shall be erected, placed or suffered to remain upon any lot, nor
shall a hedge be erected, placed or suffered to remain upon any lot until
the written consent of Grantor shall have been first obtained therefor and
shall be subject to the terms and conditions of said consent as to its
type, height, width, color, upkeep and any general conditions pertaining
thereto that said consent may name.

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

2.9 Basketball Backboards. No basketball backboard shall be
erected or attached to the front of any dwelling or garage or beyond the
building line as set forth on the plat, and all such basketball backboards
whenever erected shall be approved by Grantor.

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

2.11 Fencing. No fence, hedge, wall or enclosure of any kind,
for any purpose, shall be erected, placed or suffered to remain upon said
Residential Lots, nor shall a hedge be erected, placed or suffered to
remain upon said lots until the written consent of Grantor shall have been
first obtained therefor, subject to the terms and conditions of said
consent as to its type, height, width, color, upkeep and any general
conditions pertaining thereto that said consent may name.

2.12 Construction in Violation of Approved Plan. Grantor, its
successors and assigns, reserves and is hereby granted the right in case of
any violations or breach of any of the restrictions, rights, reservations,
limitations, agreements, covenants and conditions herein contained, after
reasonable notice to enter the property upon or as to which such violation
occurred.
or breach exists and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Grantor, and Grantor shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Grantor to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Grantor shall at any and all times have the right to enforce the same.

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

Article 3

The Summit Pointe Property Owners' Association

3.1 Formation. Grantor has caused a corporation not-for-profit to be incorporated under the laws of the State of Ohio named "The Summit Pointe Property Owners' Association" ("Association"). The owners of Residential Lots in Summit Pointe and all persons who hereafter acquire title to such Residential Lots shall be members of the Association. Upon the sale and conveyance by Grantor of all lots in Summit Pointe, and the affirmative vote of three-quarters (3/4) of the lot owners, Grantor, by an instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by Grantor under the terms of this Declaration of Restrictions. The assignment shall be recorded in the office of the Lucas County, Ohio, Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the
construction, improvement, maintenance and upkeep of Summit Pointe in the manner determined by the Association to be for the best interests of the owners of the lots in the plat.

3.2 Ownership of Water Property. Within sixty (60) days from the date which the plat for Summit Pointe is recorded with the Lucas County Recorder, Grantor shall convey the Property described on Exhibit B (the "Water Lot" and the "Buffer Lots") to the Association. The Property shall thereafter be owned by the Association for the benefit of all Residential Lot owners in Summit Pointe subject to the terms and conditions set forth in this Declaration.

3.3 Responsibilities. The Association shall be responsible for the repair, maintenance and landscaping of the dikes, piers and docks and related facilities; for the putting in and taking out of the docks and related facilities; for any necessary dredging of the channel to facilitate docking of boats; maintenance of boulevard areas; maintenance of drainage areas; and for all other related costs necessary or incidental to the maintenance of property owned by the Association and the operation of the Association.

3.4 Maintenance Charges. Each and every lot in Summit Pointe shall be subject to a maintenance charge in the amount established by the Association, initially Two Hundred Fifty Dollars ($250.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the first (1st) day of May and the first (1st) day of November each calendar year for such calendar year commencing May 1, 1991.

The Association shall have a lien perpetually upon lots in Summit Pointe to secure the payment of the annual maintenance charge. If a default of the payment of such maintenance charge exists for sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio:
"Notice of Lien"

Notice is hereby given that The Summit Pointe Property Owners' Association claims a lien for unpaid annual assessments for the year(s) __________ in the amount of $_________ against the following-described premises:

(Insert legal description)

The Summit Pointe Owners' Association

By_________________________ President

State of Ohio               
)ss:
County of Lucas

The foregoing instrument was acknowledged before me this __________ day of __________, 19__, by _________________________, President of The Summit Pointe Property Owners' Association, an Ohio corporation, on behalf of the corporation.

__________________________ Notary Public

In the event that any of said assessments are not paid when due, Grantor may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien and, in such event, shall also be entitled to recover and have and enforce against each Residential Lot a lien for its costs and expenses in that regard, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the water property or any facilities located thereon or by abandonment of his/her Residential Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any 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 shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in Summit Pointe and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association as set forth
in Section 3.3, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots.

3.5 Boat Docks. Upon the initial purchase of a Residential Lot, the owner shall be entitled to one (1) of the designated boat docks, all of which are shown on the recorded plat of Summit Pointe. The docks shall be assigned and regulated by the Association in conformance with the provisions of this Declaration, the Association By-Laws and other such rules and regulations as are promulgated by the Association. The assigned dock shall be deemed appurtenant to the Residential Lot purchased by the owner and once a dock is assigned to a property owner, said owner shall have the absolute and exclusive right to use the assigned dock for so long as the owner continues to own property in Summit Pointe, subject only to the By-Laws and rules promulgated by the Association. Grantor reserves the right to construct dikes, piers, boat docks and related facilities on portions of the Water Property, subject to necessary governmental permits, consents and requirements. The use and enjoyment of each boat dock shall be limited to the owner of such boat dock and his family and guests, subject to the Rules and Regulations of the Association, but the maintenance and repair of such docks shall be the responsibility of the Association and treated as a common expense of the Association.

Article 4

Easements

4.1 Reservation of Easement Rights. Grantor reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Grantor or its successors and assigns for the services of the Subdivision, on, over, below or under all of the areas designated as "Utility Easements," or with words of similar import, on the recorded plat of Summit Pointe, and along and upon all highways now existing or hereafter established and abutting all the Residential Lots in the subdivision. Grantor also reserves to
itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the Residential Lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement," or with words or similar import, upon the recorded plat of Summit Pointe. The term "structures'' as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include Residential Lot improvements, such as driveways, paved parking areas and fences. No owner of any Residential Lot shall have the right to reserve or grant any easements or rights-of-way upon or over any of the Residential Lots without the prior written consent of the Grantor, its successors and assigns. Notwithstanding the provisions of Section 3.1, the rights reserved to the Grantor in this Section 4.1 shall survive the transfer of the Grantor's rights set forth in Section 3.1. The rights granted to the Grantor in this Section 4.1 shall remain exclusively vested in the Grantor for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Grantor to the Association of the Grantor's rights, privileges and powers as provided in Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Grantor may designate, the rights granted to the Grantor in this Section 4.1 shall terminate.

4.2 Fence Easement. Grantor has or may construct fences in the easement areas located to the rear of the Residential Lots fronting on 303rd Street. Grantor, therefore, reserves to itself, and to its successors and assigns, such easements and rights-of-way as are necessary for the construction and maintenance of such fence. The fence shall be the property of and maintained by the Association at the Association's expense. All decisions regarding the design, upkeep and maintenance of the fence shall be at the sole discretion of the Association.
ARTICLE 5
DURATION OF RESTRICTIONS, AMENDMENTS

5.1 Term. This Declaration shall be binding and remain in full force and effect for a term of fifty (50) years, and may be renewed for three (3) successive terms of twenty (20) years each by a document in writing executed by a majority of the then owners of property; provided, however, that these Restrictions may be terminated prior to expiration of the initial or any renewal term as set forth in Section 5.2.

5.2 Amendments. This Declaration may be amended or revoked with the written approval of the then owners of not less than Seventy-five percent (75%) of the Residential Lots in the Summit Pointe, which amendment or revocation shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving Residential Lot owners with the formalities required by law.

ARTICLE 6
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

6.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Grantor, the Association or any person or persons owning any Residential Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

6.2 Saving Clause. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Grantor shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of Grantor in the enforcement of these provisions and restrictions including defense of their validity.
6.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every Residential Lot in Summit Pointe shall be made subject to these restrictions.

6.4 Notices. Any notice required to be sent to any owner of a Residential Lot or any part thereof or to Grantor or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to Grantor or to the Association as such address appears on the applicable public record.

6.5 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

6.6 Waiver of Restrictions by Developer. Each Residential Lot owner, by acceptance of a deed to a Residential Lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of Grantor, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the Residential Lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of a provision of these restrictions would work a hardship, Grantor may, in writing, grant waivers from these restrictions as to such Residential Lot so as to permit the erection of such building or making the proposed improvements.

6.7 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 14th day of December, 1990.

WITNESSES:

[Signatures]

OTTAWA RIVER DEVELOPMENT COMPANY

[Signatures]

90 1651D02

90 1642D01

-13-
STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 12th day of December, 1990, by Joseph A. Gorno, Jr. as President of Ottawa River Development Company, an Ohio corporation, on behalf of the corporation.

Notary Public

10/17/90-A/HWB5

This instrument prepared by:

Bragg, Esq.
Spengler, Nathanson, Heyman,
McCarthy & Durfee
1000 National Bank Building
Toledo, Ohio 43604
Phone No. (419) 241-2201

RECEIVED &Recorded
Dec 12 1990 246 PM
Sue Rioux
Recorder, Lucas County, Ohio
Exhibit A

SUMMIT POINTE, of which this is a correct plat, is laid out on and comprises of Lots 5 to 49, both inclusive in the plat of Willowdale and Lots 56 to 67, both inclusive in the Replat of Willowdale and vacated 303rd Street, 135th Street and Seclinger Drive that lie adjacent to said lots together with part of the Ottawa River lying adjacent, all in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southwest Corner of the Plat of Willowdale as recorded in Volume 38, Page 47, Lucas County Plat Records; thence N-00°00'00"-E along the West Line of the Plat of Willowdale and the West Line of the Replat of Part of Willowdale a distance of 1209.36 feet to the water's edge of the Ottawa River; thence N-08°00'00"-W along a line that is normal to the Centerline of the Ottawa River a distance of 540.0 feet to the Centerline of the Ottawa River; thence N-82°00'00"-E along the Centerline of the Ottawa River a distance of 337.89 feet to a point; thence S-08°00'00"-E a distance of 554.57 feet to the intersection of the East Line of the said Replat of Part of Willowdale and the water's edge; thence S-00°00'10"-E along the East Line of the Replat of Part of Willowdale a distance of 213.73 feet to the Southeast Corner of Lot 66 in the Replat of Part of Willowdale; thence S-89°47'30"-W a distance of 34.92 feet to the Northeast Corner of Lot 49, Plat of Willowdale; thence S-00°00'00"-E along the East Line of the said Plat of Willowdale a distance of 1027.00 feet to the Southeast Corner of Lot 28 in the Plat of Willowdale, said point also being on the Northerly Right-of-Way Line of 131st Street; thence S-89°47'30"-W along the Northerly Right-of-Way Line of 131st Street a distance of 301.76 feet to the point of BEGINNING; containing 12.89 acres of land more or less.

SECOND RECORD

36 00
RECEIVED & RECORDED

DEC 13 1990

SUE RIoux
RECORDER, LUCAS COUNTY, OHIO

90 1651D04