THE STABLES
AT HASTY FARMS

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DECLARATION
OF RESTRICTIONS FOR THE STABLES AT HASTY FARMS

This Declaration is made by McGOWAN-HASTY, LTD., an Ohio limited liability company (hereinafter referred to as "Developer") as the owner of Lots Number One (1) through Twenty (20), both inclusive, in The Stables at Hasty Farms, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, (each a "lot" and collectively the "lots"), on September 25, 1997. Lots Number One (1) through Twenty (20), both inclusive, in The Stables at Hasty Farms, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, and the subdivision itself are for convenience hereinafter referred to as "The Stables". Developer owns land adjacent to The Stables which Developer intends to develop as an extension of and in conjunction with the development of The Stables. Developer reserves the right to extend the benefits and burdens created by this Declaration to such lands and may do so by executing and filing of record an amendment to this Declaration and by filing an Amended Plat of The Stables subjecting such land to this Declaration. Upon the recording of such an amendment to this Declaration, all references to The Stables herein shall include all lots located on such adjacent land unless otherwise specifically provided in such amendment.

WITNESSETH:

Developer makes this Declaration of Restrictions ("Declaration") to establish certain rights in and restrictions upon itself and all subsequent owners of lots in The Stables to enhance the desirability of The Stables as a residential community.

ARTICLE ONE

Section 1. Approval of Dwellings. No Dwelling (as hereinafter defined) or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or allowed to remain upon any lot in "The Stables", unless and until the size, location (based on a preliminary staking of the Dwelling location), type, architectural style, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of the Dwelling, the plot plan showing the proposed location of the Dwelling, the driveway and any other structures or improvements upon any lot and the plans, specifications and details of the Dwelling and other structures shall have been approved in writing by Developer, its successors or assignors, and a true copy of such plans, specifications and details shall have been lodged permanently with Developer, and no Dwelling except such as conforms to such plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any lot. Notwithstanding Developer's general right to approve construction materials, no Dwelling shall be constructed with aluminum siding or vinyl siding. In approving the location of a Dwelling, Developer may require the retention of the topography of the lot. Further, no live trees with a diameter of eight inches or more measured two feet above the ground shall be removed without Developer's prior written approval.
Section 2. Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer's objective is that The Stables be developed as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. No structure constructed or erected within the subdivision shall be greater than two and one-half (2 1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer.

In requiring the submission of plans and specifications and in requiring the consent or approval of Developer as herein set forth, Developer intends to implement the development of The Stables as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, Developer may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, the artistic and architectural merits of such improvement, its adaptability to the lot on which it is proposed to be constructed, the impact of the improvements on the drainage of the lot and adjacent lots and such other matters as may be deemed to be in the interest and for the benefit of the owners of lots as a whole.

Section 3. Single-Family Residences. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and nothing other than one (1) single-family, private residence purpose building, hereinafter for convenience called "Dwelling," and related structures permitted under this Declaration shall be erected, reconstructed, placed or allowed to remain thereon. All Dwellings on lots one through fourteen must have a minimum of 1,800 square feet of living space and all Dwellings on lots fifteen through twenty must have a minimum of 2,000 square feet of living space. Living space shall be measured from the outside of exterior walls and shall be exclusive of basements, porches, decks and garages.

Section 4. Dwelling Location; Setbacks. Due to variations of the topography on the lots, no Dwelling shall be erected, reconstructed, placed or allowed to remain upon any lot nearer the front or street line or lines than the building set-back lines (the "set-back lines") as shown upon the Plat of The Stables (the "Plat"), nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. This restriction as to the distance at which the Dwelling shall be placed from the front, side and rear lines of any lot shall apply to and include porches, verandas, porteenthere, and other similar projections of the Dwelling and other permitted structures. The parcel of land upon
which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or, with the written consent of Developer, part of one, two or more lots. Developer may require Dwellings to be erected farther from the street than the building set-back line or lines. All Dwellings shall comply with the setback and yard requirements of the Village of Ottawa Hills applicable to The Stables, but Developer shall not be obligated to approve any waivers of such requirements obtained by the owner of a lot without Developer's approval.

Section 5. Garages and Outbuildings. No garage or outbuildings related to the use of a Dwelling, such as a pool house or a storage shed, or any addition thereto or alteration thereof shall be erected, reconstructed, placed or allowed to remain upon any lot until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage and outbuildings, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said structure shall have been lodged permanently with Developer, and no structure except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any lot. In no event shall any such structure be erected, reconstructed, placed or allowed to remain upon the rear twenty-five feet of any lot. All garages shall be for the exclusive use of the family occupying the related Dwelling and the servants thereof and shall be an attached and integral part of the Dwelling. All garages shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to the Dwelling. All garages must be side or rear loading unless otherwise approved by Developer in writing.

Section 6. Driveways. The location and slope of any and all driveways shall be determined by Developer in writing at the time of the approval of the plot plan and the plans and specifications for the Dwelling. No driveway shall be located, relocated, or allowed to remain upon any lot except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing. All driveways shall be constructed of asphalt, concrete or paving bricks unless the prior written approval of Developer as to the alternative construction material and the location of such material is obtained.

Section 7. Shared Driveways. It is Developer's intention that some of the Dwellings to be constructed on lots 1 through 13, both inclusive, will be designed and located to have side loading garages that face the common lot line and share a driveway. Developer reserves the right, and by this reservation, shall have the right at any time, to grant to the owners of the residential lots in the subdivision, easements to construct and use driveways over that part of the adjacent lot as is designated as driveway area in the plans and specifications for the construction of a Dwelling on each lot. The easement so granted upon any lot giving access to the adjacent lot shall be a nonexclusive easement for the benefit of the adjacent lot to which access is given, the
owners thereof and their invitees. Such nonexclusive easement areas shall at all times remain clear and unobstructed. The cost of maintenance, repair and replacement of all shared driveways shall be borne in equal shares by the owners of the adjacent lots that are provided access by such shared driveway. The right of any lot owner to contribution from an adjacent lot under this Section 7 shall be appurtenant to the land and shall to pass to such lot owner’s successors in title. If any dispute shall arise concerning a shared driveway or the nonexclusive easement granted by Developer pursuant to this Section 7, the owners of the lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711 of the Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party and if the parties cannot agree upon a single arbitrator, the dispute shall be presented to three arbitrators. If three arbitrators are necessary, each party shall choose one arbitrator, the arbitrators so chosen shall choose one additional arbitrator and the decision shall be by a majority of the arbitrators. The place of arbitration shall be Lucas County, Ohio. Each party shall pay all costs of his arbitrator. The cost of the third arbitrator and the arbitration proceeding shall be borne equally by the parties. The provisions of this Section 7 may be incorporated by reference in Deeds to lots which designate the easement areas.

Section 8. Landscaping. The portion of each lot between the Dwelling and any adjacent street shall not be used for any purpose other than that of a lawn, sidewalks (and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or ornamental plants, for the purpose of beautifying any lot, but no vegetables or grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. No statuary, fountains or similar ornamentation shall be placed or allowed to remain upon any lot between the Dwelling and any adjacent street without the written consent of Developer having first been obtained. Within two (2) months after the earlier of the substantial completion or occupancy of a Dwelling on any lot in "The Stables", the portion of the lot shown as yard on the plans approved by Developer shall be seeded, hydro-seeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is substantially completed and occupied after October 31 and before the following February 28, the yard shall be seeded, hydroseeded or sodded not later than the succeeding April 30. At the time of installation of landscaping, the owner of each lot shall install and thereafter maintain an underground sprinkler system covering the entire landscaped portion of the lot, including all rights-of-way. Notwithstanding the foregoing, the owners of lots adjacent to Hasty Road shall not be required to install or maintain an underground sprinkler system covering the portion of those lots within the right of way of Hasty Road and the Landscape Easements shown on the Plat. No fence, hedge, wall or enclosure of any kind or for any purpose shall be erected, placed or allowed to remain upon any lot until the written consent of Developer has been obtained therefor, and shall be subject to the terms and conditions of that consent as to its location, materials of construction, type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Without limiting the generality of Developer’s approval rights set
forth in this Declaration, any fence, hedge, wall, enclosure or landscaping installed in The Stables shall be constructed and maintained in a manner that will allow ready access to all portions of the lot for purposes of performing landscape maintenance, fire fighting and any other purpose deemed appropriate by Developer or the Association, whether before or after the improvement is constructed.

Section 9. Developer’s Right to Grant Variances. If, in the opinion of Developer, by reason of the shape, dimensions, location or topography of any lot, or by reason of the type of Dwelling to be erected thereon, or for any other reason satisfactory to Developer, the enforcement of the provisions of this Declaration would work a hardship, Developer may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in Developer’s judgment, do material damage to any abutting or adjacent property.

Section 10. Easements. Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot designated as “Drain Easement”, “Utility Easement”, or “Ditch Easement” on the Plat and the right to grant consents or additional easements for additional easements and rights of way over or upon any lot for the construction, operation and maintenance of electric, telephone, cable television and other data or information transmission poles, lines and conduits, and for water, gas and sewer lines and conduits or any other public utility facilities or drainage, together with the necessary or proper incidents and appurtenances. No Dwelling or other structure, or any part thereof, other than driveways and sidewalks, shall be erected, or maintained upon any part of the property in The Stables, over or upon which easements for the installation and maintenance of public utilities and drainage will be or have been granted. All electrical, telephone, cable television and other data or information transmission service to homes shall be underground from the main supply lines.

Section 11. Use Restrictions. No spirituous, vinous or fermented liquors of any kind shall be manufactured for sale or sold, either at wholesale or retail, upon any lot. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot other than the use of a portion of a Dwelling as a home office provided the activity conducted therein does not result in members of the public visiting the Dwelling on a regular basis. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or allowed to remain upon any lot (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any other lot in The Stables or any adjoining land. No pole, overhead or exposed wires, or exterior fixture whether for electric light or any other purpose, shall be erected, placed or allowed to remain upon any lot or upon or visible from the outside of a Dwelling without the written consent of Developer first having been obtained. No advertising sign, billboard or other advertising device shall be erected, placed or allowed to remain upon
any lot or upon or visible from the outside of any Dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or Dwelling “For Sale” shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No radio or television antennas shall be erected, reconstructed, placed or allowed to remain on any lot. Satellite dishes, not exceeding twenty-four (24) inches in diameter, may be installed on a lot if the size and location is approved by Developer in writing.

Section 12. Domestic Pets. Except as otherwise provided herein, the maintenance or harboring of any animals other than two (2) domesticated dogs, two (2) cats or two (2) birds, is expressly prohibited in The Stables. All permitted animals shall be maintained within the Dwelling, on a leash affixed to a stake or similar device of a length that will cause such pet to remain behind the rear of the Dwelling or in an enclosed fenced area (including a so-called underground electric fence) behind the rear of the Dwelling, so as not to unreasonably disturb neighbors. Additional regulations regarding the harboring or maintenance of domesticated dogs, cats or birds may from time to time be established by Developer. Notwithstanding the foregoing, no animal of any sort may be kept, bred or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from The Stables in accordance with the regulations established by Developer or the Association.

Section 13. Storage Restrictions. No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks, vans, inoperable vehicles or vehicles with expired license plates shall be parked, stored or allowed to remain upon any lot unless kept within a garage.

Section 14. Mailboxes. All Dwellings shall at all times be equipped with a mailbox of a uniform style and design approved by Developer, which shall satisfy the requirements of the United States Postal Service.

Section 15. Exterior Light. In connection with the construction of each Dwelling, the owner of the lot shall install, and thereafter continuously maintain, a post light between the front of the Dwelling and the adjacent street. Such light and the location thereof shall be subject to the general approval of the Developer pursuant to Article 1, Section 1 of this Declaration. Further, such light shall be connected to a constant power source and shall be turned off and on by a photocell. When the bulb(s) in such light burn out or the light otherwise ceases to function, the owner of the lot shall promptly repair or replace the light as necessary.

Section 16. Basketball Backboards. No basketball backboard shall be erected or attached to the front of any Dwelling or on the facade of any garage or closer to the street than the front of the Dwelling, and the location, design, color and
construction of all basketball backboards shall be approved by Developer. The only basketball backboard acceptable will have a glass or other transparent backboard with a pole painted the same color as the residence and no pads of bright colors will be allowed on the pole.

Section 17. Swimming Pools. No above-ground swimming pool shall be constructed, reconstructed or allowed to remain upon any lot. No other swimming pool shall be installed on any lot until the plans, specifications and a plot plan showing the location and landscaping of such swimming pool shall have been approved in writing by Developer.

Section 18. Window Treatments. All curtains, draperies and other window coverings shall have a white or cream colored lining on the side visible from the exterior of the Dwelling.

Section 19. Grade. Developer, its successors and assigns, reserves the sole and exclusive right to establish grades and slopes on any lot and to fix the grade at which any Dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 20. Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage, basement or in an enclosed area in the rear or at the side of the Dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the Dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 21. Enforcement of Restrictions. Developer, for itself, its successors and assigns, reserves and is hereby granted the right, but assumes no obligation, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Developer, for itself, its successors and assigns, hereby reserves the right for and during the term of this Declaration and any renewal thereof, to file for record in
the Recorders' office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer to an owner or owners of any lot within The Stables that one or more violations of the Declaration may exist upon said lot. This reserved right, and all other rights of Developer under this Declaration, shall inure to the benefit of the Association (as defined below) upon an assignment of said rights by Developer to the Association duly filed in the Recorders' office of Lucas County, Ohio.

Section 22. No Subdivision of Lots. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 23. Variation from Approved Plans. In all instances where plans and specifications are required to be submitted to and are approved by Developer, any variance in the actual construction and location of any improvements shown on those plans and specifications shall be deemed a violation of these restrictions.

Section 24. Exercise of Developer’s Authority. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if given in writing by Developer, or its assigns.

Section 25. Reimbursement for Taps. Developer shall be reimbursed at the closing of the purchase of any lot an amount equal to the cost of any water, sewer or other utility tap servicing that lot which Developer was required to advance in connection with the development of The Stables.

Section 26. Landscape and Aesthetic Features. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over that portion of lots 1, 4, 5, 19 and 20 designated as “Landscape Easement” on the Plat for the construction, installation, operation and maintenance of decorative structures, signage, fencing, water sprinkling equipment and landscaping at the entrance to The Stables, adjacent to Stableside Boulevard and along and adjacent to Hasty Road. No owner of any lot subject to the Landscape Easement shall install, maintain or permit to exist any landscaping other than grass, or any structure or other improvement within such Landscape Easement unless approved by Developer in writing; provided, however, if such approval is obtained, such lot owner and his successors in interest must cause the landscaping or other improvement so installed to at all times remain in strict compliance with the terms of Developer’s consent.

If required by the Village of Ottawa Hills or Lucas County public authorities, Developer and the Association, or their successors and assigns, may enter into such agreements as either of them deems necessary or appropriate for the purpose of obtaining permission of such authorities to construct improvements in the right-of-way, and, on behalf of itself and the Association to release those authorities from any liability

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in connection therewith and to indemnify them as a result of any loss, expense or liability arising therefrom.

**ARTICLE TWO**

**Section 1. Owner’s Association.** Developer has caused to be incorporated a non-profit corporation under the laws of the State of Ohio, called the "The Stables Owners Association" (the "Association"). All owners of lots in The Stables, and all persons who hereafter acquire title to a lot in The Stables, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded Plat, this Declaration, and the Articles of Incorporation and Code of Regulations of the Association, as they may exist from time to time. Each lot owner other than Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by such owner; provided, however, that where title to a lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to four (4) votes for each lot owned by Developer.

**Section 2. Maintenance Obligations.** The Association shall at all times maintain, repair and replace all structures, improvements, sprinkler systems and landscaping constructed or installed by Developer or the Association at any time in any area designated as a "Landscape Easement" on the Plat, or in the cul-de-sacs or in the boulevard to be constructed by Developer in the right-of-way for Stables Lane, North Stables Lane and South Stables Lane, all as referred to in Article One, Section 25. The Association shall also maintain any street lights installed at any time within The Stables that are not otherwise maintained by public or quasi-public authorities. Additionally, the Association shall at all times be responsible for the performance of the following functions for every lot in The Stables on which a Dwelling has been substantially completed or occupied in accordance with this Declaration:

(a) Periodic mowing of all lawn areas;
(b) Periodic application of fertilizer and weed control to all lawn areas;
(c) Spring and Fall cleanup and trimming of all landscaped areas and periodic mulching and application of weed control in those areas;
(d) Snow plowing of all driveways and the shoveling of all snow from sidewalks leading to the front door and one additional entrance to each Dwelling and, if determined to be necessary by the person providing such service, the application of salt or other chemicals to melt ice on such surfaces;
(e) Such other services as the Association may elect to perform from time to time.
The Association shall determine the frequency with which such maintenance shall be performed and the level of service to be provided; no owner of any lot shall have any right to demand such service on a more frequent basis or at a different level than is provided by the Association.

Section 3. Assessments: Borrowing. The Association shall levy assessments against each lot for the purpose of performing the obligations required of it pursuant to Article Two, Section 2. The Association may establish different amounts of assessments for each lot or groups of lots provided such variation reflects the Association's reasonable determination of the difference in the cost of providing the required services to such lots, as a result of differences in the amount of lawn or landscaping required to be maintained or the size of driveways and sidewalks with respect to which snow and ice removal will be required; provided, however, the highest assessment against any lot upon which a Dwelling is substantially completed or occupied may not be more than two times the amount of the smallest assessment against any lot upon which a Dwelling is substantially completed or occupied. The Association, by the affirmative vote of two-thirds (2/3) of the voting power of its members, may adopt such reasonable rules and regulations, including the right to levy additional reasonable assessments for all other activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of The Stables, and for the health, comfort, safety and general welfare of residents of The Stables. All property in The Stables shall at all times be maintained subject to such rules and regulations. Any assessment applicable to a lot owned by Developer shall be limited to 50% of the amount assessed against other similar lots. Notwithstanding the foregoing, the Association shall not have authority to assess any lot or lot owner to pay the cost of any claim, suit, judgment or other liability assessed against the Association related to the activities of the Association or the existence, maintenance or condition of any structure, improvement or landscaping located in the areas designated on the Plat as "Landscape Easement" or in any right-of-way within or adjacent to The Stables. Further, the Association shall have the authority to borrow all or any part of the funds necessary for any purpose for which it is authorized to make assessments against the lots and lot owners, upon such terms and conditions as the officers and trustees of the Association deem appropriate.

Section 4. Release of Association and Developer. Each lot owner hereby irrevocably releases the Association, its members, trustees and officers and Developer, its members, managers and officers from any and all liability for and damage or loss suffered by any lot owner to the lot, Dwelling, lawn, landscaping or other improvements at any time installed thereon caused, directly or indirectly, by any person retained by the Association to perform any of the obligations required of the Association pursuant to Article Two, Section 2 of this Declaration. Without limiting the generality of the foregoing release, such release is intended to apply to any damage to any lawn or landscaping resulting from misapplication or over-application of any fertilizer or weed control, damage to lawns or landscaping from snow plowing or the application of salt or other materials for the removal of ice. Notwithstanding the foregoing, if any person providing services
to the Association for the benefit of lot owners causes damage to the property of the Association or any lot owner, the Association may pursue a claim on behalf of all affected lot owners or, at its option, assign its rights to such claim to the affected lot owners and thereafter will cooperate with such lot owners in the prosecution of that claim. Any cost incurred by the Association, directly or indirectly, in the prosecution of any such claim shall be an expense of the Association, the cost of which can be recovered through assessments against owners of lots.

Section 5. Lien for Assessments; Enforcement of Payment. An assessment shall become a lien against each lot on the date notice of the assessment is given to the lot owner. Assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners if more than one) of each residential lot at the time when the assessment becomes a lien. Members who fail to pay any assessment or any installment thereof within twenty (20) days of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:

Notice of Lien

Notice is hereby given that The Stables Owners Association claims a lien for unpaid assessments for the year(s) _________ in the amount of $___________ against the following described premises:

(Insert legal description)

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

Signed and acknowledged
in the presence of:

________________________  __________________________
(sign name)               (print name)

________________________  __________________________
(sign name)               (print name)

________________________  __________________________
(sign name)               (print name)

THE STABLES OWNERS ASSOCIATION

By ____________________________
The foregoing instrument was acknowledged before me this __ day of ______________, 19__, by ______________ of The Stables Owners Association, an Ohio non-profit corporation, on behalf of the corporation.

__________________________
Notary Public

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

Section 6. Certificate of Payment. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 7. Retention of Rights and Obligations by Developer Assignment. Although the owners of lots will become members of the Association upon acquiring title to the lots, all rights and obligations of the Association, including the right to establish amounts of assessments and the obligation to provide the services described in Article Two, Section 2, shall be held by Developer until such time as the Developer assigns and relinquishes all or part of its rights and obligations to the Association. The Developer
may assign its obligation to perform the maintenance and other functions described in this Article Two and the right and obligation to establish and collect assessments to the Association separately or together with all of the other rights and obligations of Developer under this Declaration. Any such assignment shall be by an instrument in writing in the nature of an assignment which shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio. Developer may assign any or all of its rights and obligations hereunder to the Association by one or more assignments at any time after 5 lots in The Stables have been transferred by Developer. Additionally, Developer must assign all of its rights and obligations under Article Two of this Declaration as soon as 15 lots have been transferred by Developer. All other rights and obligations of Developer under this Declaration must be assigned to the Association only when a Dwelling has been constructed on each lot in The Stables.

ARTICLE THREE

Section 1. Restrictions Run With the Land. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer and the Association, created or reserved by this Declaration of Restrictions or by the Plat. All easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared hereunder and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall be unlawful. Developer, its successors and assigns, the Association, or any person owning a lot in The Stables may seek to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. Developer Approval; Non-Liability for Determinations. Any determination made by Developer or its assigns, in good faith, shall be binding on all parties in interest. Although Developer is granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in The Stables, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge Developer from any claims they may have against Developer arising out of its exercise of such discretion and such rights of approval, disapproval and interpretation and/or for its failure or refusal to exercise such discretion, rights of approval, disapproval and interpretation.

Section 3. No Waiver. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.
Section 4. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

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

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

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

ARTICLE FOUR

Section 1. Perpetual Term. These covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through Developer until the first day of January, 2017, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. These covenants and restrictions may be amended prior to January 1, 2017 with the written approval of the then owners of not less than sixteen (16) lots in The Stables, which amendment shall become effective upon the filing with the Lucas County, Ohio Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2017 and may be amended or terminated thereafter with the written approval of the owners of twelve (12) lots in The Stables upon the filing of an instrument as aforesaid with the Lucas County, Ohio Recorder.
IN WITNESS WHEREOF, McGowan-Hasty, Ltd. and The Stables Owners Association has caused this Declaration to be executed on the day and year first above written.

WITNESSES:

Sherry L. Okorowski
(Signature)

(Signature)

McGOWAN-HASTY, LTD.

By McGOWAN ENTERPRISES, INC.
Member

By

Michael S. McGowan
President

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 25th day of September, 1997 by Michael S. McGowan, President of McGowan Enterprises, Inc., an Ohio corporation, on behalf of the corporation, a managing member of McGowan-Hasty, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

This Instrument Prepared By

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

RECEIVED & RECORDED
SEP 26 1997
3 PM

SUE RICOUX
RECORDER, LUCAS COUNTY OHIO

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