Waterside
Plat Seventeen

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DECLARATION OF RESTRICTIONS FOR
WATERSIDE FLAT SEVENTEEN,
A SUBDIVISION IN THE TOWNSHIP OF MONCOVA,
LUCAS COUNTY, OHIO

This Declaration of Restrictions (the "Declaration") for Waterside Flat Seventeen is
adopted by the LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTER, an Ohio
corporation, with address at 426 Madison Avenue, Toledo, Ohio 43664 (the "Trustee"), and
WATERMARK PROPERTIES, LTD. II, an Ohio limited liability company with offices at 4544

RECEIPTS:

A. Trustee as the record owner, and Developer as the beneficial owner, of lots 445-
454, inclusive ("lot" or "lots") in the plat of Waterside Flat Seventeen, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as recorded at O.R. #1350 of the Lucas County, Ohio Record
of Plats ("Plat Seventeen") or the "Plat".

B. Trustee as the record owner, and Developer as the beneficial owner, have
previously undertaken the development of (i) Waterside Flat One, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 165, Page 95 of the Lucas
County, Ohio Record of Plats ("Flat One"); (ii) Waterside Flat Two, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 146, Page 1 of the Lucas
County, Ohio Record of Plats ("Flat Two"); (iii) Waterside Flat Three, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 147, Page 21 of the Lucas
County, Ohio Record of Plats ("Flat Three"); (iv) Waterside Flat Four, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 150, Page 38 of the Lucas
County, Ohio Record of Plats ("Flat Four"); (v) Waterside Flat Five, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 150, Page 35 of the Lucas
County, Ohio Record of Plats ("Flat Five"); (vi) Waterside Flat Six, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 152, Page 52 of the Lucas
County, Ohio Record of Plats ("Flat Six"); (vii) Waterside Flat Seven, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 154, Page 56 of the Lucas
County, Ohio Record of Plats ("Flat Seven"); (viii) Waterside Flat Nine, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 154, Page 59 of the Lucas
County, Ohio Record of Plats ("Flat Nine"); (ix) Waterside Flat Ten, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at Volume 155, Page 62 of the Lucas
County, Ohio Record of Plats ("Flat Ten"); (x) Waterside Flat Eleven, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at O.R. #20040026-00119 of the Lucas
County, Ohio Record of Plats ("Flat Eleven"); (xi) Waterside Flat Twelve, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at O.R. #20040026-00118 of the Lucas
County, Ohio Record of Plats ("Flat Twelve"); (xii) Waterside Flat Thirteen, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at O.R. #20040026-00411 of the Lucas
County, Ohio Record of Plats ("Flat Thirteen"); (xiii) Waterside Flat Fourteen, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at O.R. #20040026-00410 of the Lucas
County, Ohio Record of Plats ("Flat Fourteen"); and (xiv) Waterside Flat Fifteen, a Subdivision in the Township of
Moncova, Lucas County, Ohio, as per plat thereof recorded at O.R. #20040026-00409 of the Lucas
County, Ohio Record of Plats ("Flat Fifteen") collectively, the "Prior Plats".

[signature]
Last 6 of 802-0004-5477 of Plat 17
C. In connection with the Prior Plats, Trustees and Developer have executed and recorded certain Declarations of Restrictions for (i) Waterside Plat One and Waterside Plat Two at File No. 99-6463-801 of the Lucas County, Ohio Records (the "Plat One/Plat Two Declaration"); (ii) Waterside Plat Three at File No. 00-0438-281 of the Lucas County, Ohio Records (the "Plat Three Declaration"); (iii) Waterside Plat Four at File No. 01-2868-801 of the Lucas County, Ohio Records (the "Plat Four Declaration"); (iv) Waterside Plat Five at File No. 01-2868-809 of the Lucas County, Ohio Records (the "Plat Five Declaration"); (v) Waterside Plat Six at File No. 02-0450-901 of the Lucas County, Ohio Records (the "Plat Six Declaration"); (vi) Waterside Plat Seven at File No. 02-0450-110 of the Lucas County, Ohio Records (the "Plat Seven Declaration"); (vii) Amendment to Declaration of Restrictions for Waterside Plats One, Two, Three, Four, Five, Six and Seven at File No. 05-7252-310 of the Lucas County, Ohio Records (the "Amended Declaration"); (viii) Waterside Plat Eight, Waterside Plat Nine and Waterside Plat Ten at O.R. #20031211-0097114 of the Lucas County, Ohio Records (the "Plat Eight/Plat Nine/Plat Ten Declaration"); (ix) Waterside Plat Eleven at O.R. #20031211-0097114 of the Lucas County, Ohio Records (the "Plat Eleven Declaration"); (x) Waterside Plat Twelve at O.R. #20040226-0014122 of the Lucas County, Ohio Records (the "Plat Twelve Declaration"); (xi) Waterside Plat Thirteen at O.R. #20040226-0014122 of the Lucas County, Ohio Records (the "Plat Thirteen Declaration"); (xii) Waterside Plat Fourteen at O.R. #20040226-0014123 of the Lucas County, Ohio Records (the "Plat Fourteen Declaration"); (xiii) Waterside Plat Fifteen at O.R. #20040226-0014123 of the Lucas County, Ohio Records (the "Plat Fifteen Declaration") and (xiv) Amended and Restated Declaration of Restrictions for Waterside Plats One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen and Fifteen at O.R. #20040226-0014123 (the "Amended and Restated Declaration"). (collectively, the "Prior Declarations")

D. The Prior Plats and Plat Seventeen shall hereafter sometimes referred to collectively as "Waterside," or the "Plats" and the term "Waterside" shall hereafter sometimes be used to refer generally to Developer’s Waterside project.

E. The Prior Declarations and this Declaration shall be hereafter sometimes referred to collectively as the "Declarations."

F. Pursuant to Section 2.5 of the Prior Declarations, this Declaration shall constitute an amendment to, expansion of and supplement to the Prior Declarations so as to include and cover all of the lots in Plat Seventeen.

G. Trustees, for the benefit of Developer, desire to establish a general plan for the development, improvement and use of Plat Seventeen as an extension of Waterside and as a first-class, high-quality subdivision and to establish restrictions upon the manner of use, improvement and ownership of Plat Seventeen which are in all respects similar to the restrictions on the Prior Plats and which will make the lots in Plat Seventeen more attractive for residential purposes and will protect present and future owners of the lots in their use and enjoyment thereof for residential purposes.

NOW, THEREFORE, in consideration of the enhancement in value of Plat Seventeen by reason of the adoption of this Declaration and the restrictions hereinafter set forth, and in furtherance of the approved development plan for Waterside, Trustees, for the benefit of Developer and its successors and assigns and for the benefit of all future owners of all or any part of the lots in Plat Seventeen, does hereby declare, covenant and stipulate that Plat Seventeen and all of the lots in Plat Seventeen shall hereafter be sold, transferred or conveyed subject to the following restrictions, covenants and conditions, which restrictions, covenants and conditions shall to the extent legally permissible, supersede any and all other restrictions hereinafter enforced on the property comprising Plat Seventeen by any other instrument.
ARTICLE I
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on Plat Seventeen as the same may be hereafter combined and/or subdivided shall be hereafter sometimes referred to herein as "residential lot" or "residential lots." No building, structure or outbuilding of any kind shall be erected, placed or maintained on any residential lot other than one (1) single-family residential dwelling, and a private garage of not more than three (3) car capacity which shall be made an integral part of the residence dwelling. Such residence shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants.

1.2 Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted. However, no more than one single-family residence shall be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any required governmental approvals and the prior written approval of the Developer; and provided further that under no circumstances shall any lot be approved for splitting result in any lot having less street frontage or square footage than any other lot in Plat Seventeen.

1.3 General 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 single-family residential purposes (which is defined herein as not to include "group homes" or other similar environment in which unrelated parties are living together in a common-type setting). No nuisance, offensive or unreasonably disturbing activities shall be carried on within any part of Plat Seventeen, nor shall anything be done within Plat Seventeen which may be or become an annoyance or nuisance. No use or practice which is an unreasonable source of annoyance to the residents within Plat Seventeen or which shall interfere with the peaceful possession and proper use of Plat Seventeen by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning regulations and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in Plat Seventeen. Except as set forth in Section 1.1(b), no irrigation well or other well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lot. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any inflammable products or materials 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 delivery to such residential lot shall be immediately removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within Plat Seventeen. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.4 Completion of Structures. Residential lot owners shall complete (or cause the completion of) all residence within one (1) year following the commencement of construction. No shed, deck or garage other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of the Developer as provided under Article II hereof.

1.5 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer or the Association, provided, however, that no animal of any sort may be kept, leashed or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonably disturbing shall be subject to permanent removal and exclusion from Plat Seventeen in accordance with the rules and regulations adopted by the Developer or the Association. Pit bulls and other vicious animals (including but not limited to any dog defined or characterized as vicious by any governmental authority or jurisdiction) are strictly prohibited in Westside. All pets must be under the direct control of their owners at all times, and all owners shall comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by (or in the custody of) a residential lot owner or such owner's tenants.
or grates shall be permitted on any of the Common Areas (as defined in Article VIII) in Waterside except when such animal is leashed or carried by hand and is either in an area where the Association has specially designated for walking pets or is being walked or transported directly to or from such area. The Association may order temporarily or permanently removed from the Common Areas, and/or Waterside generally, any animal that is dangerous or that becomes objectionable by reason of aggressive or屆延行为, barking, littering or otherwise. No animal may be kept outside of a residence unless someone is present in the residence. Any residential lot owner shall immediately pick up and remove any solid animal waste deposited by the pet anywhere within Waterside, except for designated pet-walk areas, if any.

1.6 Signs. Except for any and all signs of the Developer or its designees having to do with the marketing and developing of Waterside and the sale of residential lots which are expressly permitted, after initial occupation of a residence, no signs of any character other than signs of not more than six (6) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed or about any residential lot without the prior written permission of the Developer. In this regard, the Developer shall have the right to prohibit, restrict and control the size, coloration, material composition, location, location and}
not limited to roofs, walls, windows, porch areas, screenings and awnings shall be maintained in first-class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences in Wannaside, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration shall be permitted. No residential lot owner shall change the exterior color of such owner’s residence without the prior written consent of the Developer or the Association. All sidewalks, driveways and parking areas on a residential lot or serving an owner’s residence shall be cleaned and kept free of debris; and cracks, rust stains or marks from water usage and damaged and/or cracking areas on sidewalks, driveways and parking areas shall be removed, repaired, replaced and/or resurfaced.

1.9 Location and Building of Structure. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines than the building set back lines as shown on Plat Seventeen, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. These provisions 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, porcocolous and other similar projections of any dwelling. In light of the narrow width and configuration of the residential lots in Wannaside, these location restrictions are important in maintaining the first-class, high-quality Wannaside standard. Under no circumstances shall any owner or any contractor while in the process of construction on any residential lot permit the parking of any vehicles and/or the storage of any materials or debris wherever on any other lot not owned by such owner whether adjacent or not, and whether said other lot is vacant or not. Any residential lot owner who violates prohibitions in this Section 1.9 shall be responsible for any damage caused by such unauthorized use of any other lot.

1.10 Irrigation Systems. All residential lots shall be served by underground automated sprinkler systems connected to the public water system and providing one hundred percent (100%) turf coverage. Such irrigation facilities must be installed at the time of construction, continually maintained in good operating condition thereafter, and utilized by all residential lot owners to the extent necessary and appropriate to maintain a green and healthy turf area in conformity with the first-class, high-quality Wannaside standard.

1.11 Window Treatments. Average Porch Coverings. Window treatments shall consist of drapery, blinds, decorative panels or other useful window coverings, and no newspapers, aluminum foil, sheets or other temporary window treatments are permitted anywhere in Plat Seventeen. All window treatments shall be plain white in color on the outside-facing surface. No canvas or other rolling window coverings of any kind, whether interior or exterior, shall be affixed, attached, placed or installed on any screened porch in Wannaside.

1.12 Swimming Pools, Satellite Dishes, Signage, Etc. No in-ground, above-ground or other swimming pools of any kind shall be permitted, installed or maintained on any residential lot. No shed, enclosures, radio or television antennas, solar panels, satellite dishes or other similar transmitting or receiving device, or other such removable property of any kind shall be created, constructed, placed or suffered to remain on any residential lot provided, however, that satellite dishes of seventy-four (74) inches or less in diameter shall be permitted with the prior approval of the Developer as to the location of the dish, in accordance with Article 3 herein. No styles of external windows of any kind shall be permitted, installed or maintained on the front or sides of, or elevation of any residence in Wannaside.

1.13 Driveways and Sidewalks. In addition to the specific restrictions contained in Plat Seventeen pertaining to the installation of sidewalks, the owner of each residential lot in Plat Seventeen agrees that each owner shall be responsible for the installation of public sidewalks within the right-of-way adjacent to the residential lot at such time as a residence is constructed thereon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. All such sidewalks shall be installed completely through all driveway areas. Each owner who fails to so construct such public
sidewalks shall be subject to a lien against the residential lot in question in the Developer’s favor for the cost of same in the event the Developer is required to construct and pay for the sidewalks due to such failure on the part of the owner. In such event, Developer may file notice of such lien and enforce and collect the same in accordance with the provisions of Section 4.1.

All driveways in Waterside shall be concrete. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Because of the narrow width and configuration of the residential lots in Waterside, these restrictions on the location of driveways are important in maintaining the first-class, high-quality Waterside standard.

1.14 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any residential lot in Waterside nearer to the front or street line or less than the building setback lines as shown on Plat Seventeen. Said portion of any residential lot shall not be used for any purpose other than that of a lawn; provided, however, that (a) a drive for access thereto shall be considered as preventing the use of such portion of any residential lot for privacy walls, driveways, if otherwise permitted, the planting of trees or shrubbery, or the growing of flowers or ornamental plants, for the purpose of beautifying any residential lot, but no vegetables (as called), nor grass of the ordinary garden or field variety, shall be grown on the front or side yards on such portion thereof; (b) no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon any residential lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere upon any residential lot, and (c) no original or replacement trees, shrubbery, plants or landscaping shall be placed or located on any residential lot in such location as would hinder or interfere with the Association’s program for mowing of turf grass (pursuant to Section 3.3(a)), and the exact location of the same shall be determined and approved in accordance with Article II hereof.

No statues, flags, windmills, ducks, flamingos or other lawn ornamentation of any kind shall be permitted on any residential lot in Waterside.

No tree greater than six (6) inches in diameter (as measured three (3) feet above existing grade) shall be removed from any residential lot or destroyed for purposes of construction unless first approved in writing by the Developer pursuant to Section 2.1.

1.15 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and grades on all residential lots and to fix the grade at which any buildings or structures shall be oriented or placed thereon, so that the same may conform to the general plan for the development and use of Waterside.

Permanent storm sewer pick-up vaults are located on various residential lots throughout Plat Seventeen. Such permanent storm sewer pick-up vaults may not be altered or moved by the owners of the residential lots upon which such pick-up vaults are located.

1.16 Tennis courts, Badminton courts, Swimming pool. No tennis courts, basketball backboards or swimming pools of any type or nature shall be placed, erected, used or located on any residential, structure or residential lot in Plat Seventeen.

1.17 Mailbox and/or Paper Delivery. Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standard for all mail and paper delivery boxes; provided, however, that all mailboxes shall in any event be located in accordance with the applicable U.S. Postmaster’s directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace the same when necessary with a mailbox and/or paper
delivery box of the exact type, look and quality. A drawing of an approved mailbox is on file at Developer's office for inspection by all lot owners.

1.18 Lighting. Holiday lighting is encouraged in Waterside; provided, however, that all such lighting (a) must be attached or affixed to trees, shrubs and other landscape materials and not in the roof, soffit, eaves, downspout, walls or any other portion of any residential structure, and (b) shall be permitted only during the period beginning on Thanksgiving Day and ending on January 10th.

Landscape lighting is permitted in Waterside; provided, however, that no such lighting shall be directed toward other residences; and provided further, that no landscape lighting shall be installed unless the type, nature and location of the same has been first approved in accordance with Article II hereof.

1.19 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any residential lot. However, electric invisible fence shall be permitted (for purposes of containment of pets allowed under Section 1.5) in the rear of residential structures not less than two (2) feet inside the lot line(s) and upon the prior written approval of the Developer under Article II.

1.20 Miscellaneous. Except for trailers of the Developer during initial development of Plat Seventeen, no trailer, basement, tent, shack, garage, barn, mobile house or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Plat Seventeen. No dwelling erected in Plat Seventeen shall be used as a residence until the exterior thereof has been completed in accordance with the plans and specifications approved therefor by the Developer as provided under Article II hereof. Any tent, bus, van, mobile house, trailer or other similar housing device, if permitted to be stored on any residential lot, shall be entirely within the structure enclosing said device (subject at all times to the requirements of Section 1.7). No trash of any type shall be packed, kept or stored on any residential lot in Waterside unless completely within the structure enclosing said device (subject at all times to the requirements of Section 1.7). All rubbish, debris and garbage shall be stored within the garage or an underground container. Each residential lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the residential lot in order to be collected may be placed and kept at the front of the residential lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers or cans (and trash bags shall not be permitted). Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may be from time to time established by the Developer.

ARTICLE II
ARCHITECTURAL CONTROL, APPROVAL OF PLANS, EXPANSION

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all dwellings, buildings, landscaping and other improvements and structures (backing, etc.) not limited to, the height of all structures, signs, driveways, exterior siding, garages, bars and decks) to be constructed and/or attached/related/planted/installed within Plat Seventeen shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such improvements shall be constructed, attached, planted or installed upon any residential lot and before any additions, changes, alterations or replacement may be made to any of the same on a residential lot. The Developer shall approve, reject or approve with modifications all such plans and specifications within thirty (30) days after receipt thereof. Failure to so respond within such period shall be deemed to be a dispensation 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 buildings, structures, improvements or landscaping, the grading plan for
the residential lot building site and the finished grade elevation thereof. All plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured or modular homes or residences shall be constructed within Plat Seventeen, unless the plans and specifications for same have been first approved as provided under this Article II.

2.2 Architectural Standards, Harmonized Plan. In requiring the submission of detailed plans and specifications to the lot set forth, Developer intends to assure the development of Waterside as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such color, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of Waterside 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, structure or landscaping and of the materials of which it is to be built to the residential lot or building site upon which it is to be erected or installed. The Developer will not approve designs which are in conflict with the aesthetic standards of the community.

2.3 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and hereby grants the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter Plat Seventeen or any lot upon or as to which such violation or breach exists, and to sumnarily seize and remove, at the expense of the owner thereof, any erection, installation, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop construction on any such lot, and Developer shall not by reason thereof be deemed guilty of any manner of trespass for such entry, seizure 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 thereof or an 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.

2.4 Powers of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any agent thereof authorized on behalf of Developer to sign deeds or to take actions shall be sufficient pursuant to a recorded power of attorney.

2.5 Easement Rights and Further Associate. Developer reserves that Waterside will possibly consist of six hundred (600) or more lots created through the preparation and filing of additional plans to the subdivision involving other lands adjacent and contiguous to the Plat and owned or to be owned by Developer or its successors, assigns or designees (the "Adjacent Property"). Developer (and its successors, assigns or designees) therefore expressly reserves the right, power and option to amend the Declarations so as to include and convey all additional lots which eventually become part of Waterside as and if the same have been part of Waterside from the date of the execution and recording of the Plat.

2.6 Waterside Builder. Because of the narrow width and particular nature of the residential lots and the situation of Waterside, Developer anticipates that the construction of all homes, dwellings, residences, docks and other improvements in Waterside will be performed by Developer's affiliate, Watermark Construction, Ltd. (the "Waterside Builder"). Each and every purchase, grant or transfer of a residential lot in Waterside shall be made (and deeds made) subject to the requirement that any home or dwelling on such residential lot shall be constructed by the Waterside Builder, or its successors and assigns.
ARTICLE III
WATERSIDE HOMEOWNERS' ASSOCIATION

3.1 The Association. The owners of all of the residential lots in Plat Seventeen and in all of Waterside and all persons who hereafter acquire title to such residential lots are and shall be members of the Waterside Homeowners' Association (the "Association"). Upon the sale and conveyance by the Developer of all residential lots in the Plats and all future lots, if any, of Waterside or earlier upon the election of the Developer, from time to time, the Developer, by instrument in writing in the name of an assignee, shall vest in the Association, in whole or in part, the rights, privileges and powers reserved and retained by the Developer by the terms of the Declaration ("Waiver of Control"). The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to collect and dispose of funds as herein provided and shall have the right to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of Waterside and the lots in the Plats, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plats and future lots, if any.

The Members of the Association at any time shall be entitled to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all of the residential lots in Waterside.

3.2 Voting Rights. Each member of the Association other than Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised by the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one or more owners of any residential lot, the Association shall not be entitled to any interest in the residential lot(s) in the Plats or in any subsequent plat of Waterside, the Developer shall be deemed to have sixty percent (60%) of the votes in the Association.

3.3 Powers, Rights and Functions. The Association shall have the following powers, rights and functions:

(a) To provide a complete program of laws, trash management and snow removal to and for the benefit of all of the residential lots upon which a dwelling or residence has been constructed. Under this program, the Association shall be responsible for the regular mowing of all lawns; however, the Association shall not undertake any planting, maintenance or other work related to trees, shrubs, flowers or other plant or landscaping materials. Under this program, the Association will also cause the removal of snow from all driveways, public sidewalks and entry walks from driveways to homes or dwellings; however, the Association will have responsibility for snow removal from any patios, wooden decks or other such areas.
b) To promote and seek to maintain the attractiveness, value and character of the lots in Waterside through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any subsequent declaration(s) encompassing any subsequent plat(s) of Waterside, or in any rules and regulations which the Association may promulgate pursuant hereof or thereto.

c) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Waterside.

d) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.

e) To collect and disburse funds as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) encompassing any subsequent plat(s) of Waterside.

f) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

g) To acquire title from the Developer to any Common Areas (as defined in Article VII hereof) of Waterside, and to insure, manage, maintain, improve and repair the Common Areas.

h) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of (i) Common Areas, (ii) and any other such areas as the Developer or the Association deems appropriate.

i) To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any loans or encumbrances for taxes or otherwise against the Association or its assets, and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 3.3.

j) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration, or on the Plan, or in subsequent restrictions added to any subsequent plat(s) of Waterside.

k) To carry out all other purposes for which it was organized, to exercise all rights which it may be granted or reserved under this Declaration, and to perform all duties which it may be assigned under this Declaration.

ARTICLE IV
ASSOCIATIONS OF OWNERS

4.1 Assessments. Each and every residential lot in Plat Seven and in Waterside generally shall be subject to a monthly maintenance assessment in the amount established by the Association. Such assessment shall be in a sum of $50, per lot basis, with payment to be made at the time of taking
title to any residential lot (appropriately conveyed) and thereafter, monthly, quarterly or semi-annually, as determined by the Developer or the Association. The annual assessments shall be determined, levied, and made on a uniform basis, with each residential lot being subject to the same assessments; provided, however, that there shall be no assessment for residential lots owned by the Developer.

The Developer and/or the Association shall have a perpetual lien upon the residential lots in Waterside to secure the payment of the maintenance assessments. In default of the payment of any such assessment within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio.

"Notice of Lien"

Notice is hereby given that the Waterside Homeowners' Association claims a lien for unpaid assessments for the period from ____________ to ____________ in the amount of $__________ against the following described premises:

(Inset Legal Description)

WATERSIDE HOMEOWNERS' ASSOCIATION

By: ________________________________

STATE OF OHIO

) SS.

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of ____________, 200__, by ________________________________, of Waterside Homeowners' Association, (M) ________________________________, on behalf of the

______________________________

Notary Public

4.3 Application of Assessments. The above-described assessments shall be applied only toward payment of the costs of collection, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of Waterside, including all reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing, and performing the Association's powers, rights and functions as set forth in Article III hereof. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in such expenditures shall be binding upon all interested parties. Upon demand of any residential lot owner and prior to payment of a reasonable charge therefor, any officer 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.
4.3 Enforcement and Collection. In the event that any of said assessments are not paid when due, Developer or the Association may, when and as often as such delinquencies occur, proceed by law to collect the amount due from the owner of the above-described lot, or otherwise, and in such event, shall also be entitled to recover and have and recover against such residential lot a lien for its resulting costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of any Common Areas or any facilities located therein or by abandonment of such owner’s 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 relieve such lot from liability for assessments or otherwise 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 become due prior to such sale or transfer.

ARTICLE V

EASEMENTS

5.1 Reservation of Easements Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consent, easements and rights of way for the construction, operation and maintenance of public light, sanitation, telephone, wires and conduits, including underground facilities, and for drainage, sewer, storm sewer, outfall lines and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of Waterside on, over, below or under all of the area designated as “Sidewalk Easements,” “Utility Easements,” “Drainage Easements,” “Sanitary Sewer Easements,” “Ditch Easements,” “Ditch and Utility Easements,” “Waterline Easements,” “San. Easements,” “S/W Easements” or with words of similar import, on Flat Iron Road, and along and upon all roadwaysnow existing or hereafter established and shutting all the residential lots in Waterside. Developer also reserves to itself, and to its successors and assigns, the right and easement to go upon or permit any public or quasi-public company to go upon the five (5) feet wide strip of land along the side line of each residential lot in Waterside, from time to time, to search, maintain and remove such utility lines, and to trim upon, straddle and landscape 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 area designated as “Sidewalk Easements,” “Utility Easements,” “Drainage Easements,” “Sanitary Sewer Easements,” “Ditch Easements,” “Ditch and Utility Easements,” “Utility and TEC Easements,” “Waterline Easements,” “San Easements,” “S/W Easements” or with words of similar import, upon the Flat Iron Road. The term “structures” as used in the foregoing portion of this paragraph shall include houses, garages and other buildings, but shall not include residential lot improvements such as driveways and paved parking areas. 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 Developer, its successors and assigns.

5.2 Easement for Decks. The Developer also reserves for the benefit of those residential lots which are adjacent to the lakes (as defined in Article VI) perpetual, non-exclusive easements in favor of the owners of said residential lots for the placement of docks alongside the lakes at the water’s edge, provided, however, that the construction and placement of such docks shall be first approved by Developer under the provisions of Article II hereof.

5.3 Bike and Blue Trail. A paved bike and blue trail (the “Bike and Blue Trail”) approximately ten (10) feet in width has been or will be located and constructed on and across a strip of land owned by Lucas County and running across the northern portion of Waterside in an east-west direction to the south of and generally parallel with Monticello Road. The Bike and Blue Trail is a part of Waterside, and the owners of residential lots in Waterside generally shall have the same rights and be subject to the same restrictions governing the use of the Bike and Blue Trail as the general public. Within Waterside, the only points of access to the Bike and Blue Trail shall be within the public rights of...
way or within such other areas as may be specifically identified and provided by the Developer or the Association through easements or the Common Areas.

6.4 Drainage Easements and Assessments. In connection with the development and platting of Waterside, certain drainage easements have been dedicated to the Board of Lucas County Commissioners over portions of the area designated on the Plat as "Drainage" or "Drainage Easement" or with words of similar import. In this regard, all residential lots shall be subject to drainage maintenance assessments in an amount that, and at such time as, the Lucas County Engineer determines that the public drainage facilities within Waterside (including but not limited to the detention ponds and storm sewer outfall lines outside the public rights of way) are not being properly maintained by the Developer, the Association or the residential lot owner. In such case, the amount and method of assessment shall be determined by the Lucas County Engineer.

6.5 Electric Power Easements. Five Seventeen grants certain easements to The Toledo Edison Company across the lots, for purposes of street lighting and electrical cables, ducts, conduits, transformers, pedestals, concrete pads and other facilities for distributing and transmitting electricity.

ARTICLE VI
THE LAKES

6.1 Use of Lakes. The Developer has constructed a lake of approximately 12.5 acres and a lake of approximately 20.3 acres on certain portions of Waterside (the "Lakes"). As part of the water source for the Lakes, Developer is installing or has installed a series of water lines and lake level monitoring lines on the Adjacent Property and within the Common Areas in certain areas in Waterside.

The Lakes are intended for the common use and enjoyment of the owners of lakefront residential lots in Waterside, subject at all times to this Declaration and the restrictions set forth herein.

Each owner of a residential lot adjacent and contiguous to a Lake shall have the right to use and enjoy such Lake for purposes of (a) launching and using canoes, paddle boats, rowboats, windsurfers, sailboats and other non-power boats (collectively, "Boats"), provided that no Boat shall be longer than ten (10) feet in length and no gasoline, diesel or other motors or engines of any kind shall be permitted on the Boats, (b) fishing, subject to such rules and regulations as may be adopted by the Developer or the Association, and (c) such other purposes and uses, if any, as may be published and stipulated by the Developer and/or the Association.

Owners of residential lots that are not adjacent and contiguous to a Lake shall not have any access to, right to use or enjoy any of the Lakes, except as may be specifically identified and provided by the Developer or the Association through easements or the Common Areas.

Notwithstanding anything else contained in this Section 6.1, however, each owner of a residential lot adjacent and contiguous to a Lake shall have the right to use and enjoy such Lake for purposes of launching and operating electric boats that are no longer than ten (10) feet in length with a beam of no wider than five (5) feet and having a maximum speed of no more than five (5) miles per hour with the power source to be a sealed, silent-operating battery.

6.2 Restrictions on Use of Lakes. All docks in the Lakes and all docks in the vicinity of the Lakes shall be approved in accordance with Article II. The Developer anticipates that in reviewing plans and specifications for docks under Article II, the following criteria will be applied: all docks must be ten (10) feet by ten (10) feet square in size and made from materials approved by the Developer; all docks must be located and centered on the midpoints of the rear lot line of such residential lot; the Developer will determine the amount of overhang of the dock at the water's edge; no docks shall be permitted on any residential lot having less than forty (40) feet of Lake frontage, unless expressly approved by the Developer or the Association; all docks shall be installed only by the Waterside Builder.
or its successors and assigns (at the sole cost of the residential lot owner); and no tables, chairs, umbrella, furniture or other items of any kind or nature shall be placed, kept, maintained or used on any dock in Waterside unless first approved in writing by the Developer.

The Lakes have been (or will be) designed and constructed as a visual and aesthetic amenity for Waterside. Accordingly, the Developer does not encourage the use of the Lakes for swimming, ice skating, ice fishing or similar activities of any kind. Any and all use of the Lakes by residential lot owners or occupants or their respective family, friends, guests, tenants or visitors (collectively, "Users") shall be at the sole risk of the Users.

No chimney, stack, fish or materials of any sort shall be placed or deposited by any residential lot owner into or on any of the Lakes or the shores of any of the Lakes. No feeding of ducks, geese, fish or other wildlife in or on the Lakes shall be permitted. No pumping or removal of any water from the Lakes shall be allowed. Under no circumstances shall the owner of any residential lot have the right to diminish, control or affect the level, volume or amount of water located in the Lakes, in any of the Lake levelling lines or in any easement areas associated with the Lakes. No owner of any residential lot shall permit any drainage or erosion of soil, dirt, sediment, sand or other materials from each owner's residential lot into the Lakes whether before, during or after the construction of any structure or residence dwelling on such residential lot.

Reasonable rules and regulations governing the use of the Lakes may be promulgated from time to time by the Developer, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners and Users.

6.3 The Pond. The Developer has constructed or will construct an approximately 2.0 acre pond on certain areas designated as "Drainage Easement" areas on a residential lot in Waterside (the "Pond"). The Pond will be designed and constructed as a storm water retention area, and as a visual and aesthetic amenity for Waterside. Notwithstanding its location on portions of residential lots, the Pond is not intended for the use and enjoyment of any residential lot owner. No residential lot owners in Plat Eleven or in any other plat shall have any access to or any right to use or enjoy the Pond. No chemicals, seed, fish or materials of any sort shall be placed or deposited by any residential lot owner into or on the Pond or the shore of the Pond. No feeding of ducks, geese, fish or other wildlife in or on the Pond shall be permitted. No pumping or removal of any water from the Pond shall be allowed. Under no circumstances shall the owner of any residential lot have the right to diminish, control or affect the level, volume or amount of water located in the Pond. No owner of any residential lot shall permit any drainage or erosion of soil, dirt, sediment, sand or other materials from each owner's residential lot into the Pond whether before, during or after the construction of any structure or residence dwelling on such residential lot. No boats of any type shall be allowed on the Pond.

6.4 Maintenance of Lakes and Pond. Any necessary maintenance (as determined by the Lakes County Engineer, the Developer, or the Association) of the Lakes and/or the Pond shall be the responsibility of the Association, and the costs of such maintenance and upkeep shall be paid by the Association. To facilitate the exercise of such maintenance responsibilities, the Developer reserves to itself and its successors and assigns, and to the Association, all necessary easements to go over, across and upon Plat Seventeen and Waterside generally for purposes of cleaning and removal of debris, controlling the growth of weeds, grass and other materials through the use of chemical applications, installation, maintenance, repair and replacement of holders, barriers and associated electrical lines, underground lines, and other apparatus in the Lakes and/or the Pond; application of chemical and other artificial chemicals to the water in the Lakes and/or the Pond; and repair and maintenance of the slopes and banks along the edge of the Lakes and/or the Pond; installation, repair, maintenance and replacement of Lake levelling lines; and taking of all other actions necessary or appropriate to maintain the water level, water quality, shore quality and general aesthetics of the Lakes and/or the Pond.
ARTICLE VII
COMMON AREAS

7.1 Description of Common Areas. Waterside includes certain areas designated for the common use and enjoyment of residential lot owners (the "Common Areas"), including but not limited to the Lakes, Common Lot "A", "B", and "C" on Plat One, Common Lot "E" on Flat Three, Common Lot "F" and Common Lot "G" on Flat Six, Common Lot "H" on Flat Seven, Common Lot "I", "J", "K" and "L" on Flat Ten, Common Lot "M" on Flat Eleven, Common Lot "N" on Flat Thirteen, Common Lot "O" on Flat Fourteen, Common Lot "Q" on Flat Fifteen, Common Lot "P" on Flat Seventeen, those other areas designated as Common Areas, if any, on any of the Plats, and those areas, if any, designated as Common Lots or Common Areas on any future recorded plots of Waterside. Flat Seventeen provides that all open space areas (ie., Common Areas) within the Plat and previous and future plots of Waterside shall be the responsibility of the Association, that the responsibility for maintenance and property tax liability of said open spaces shall be deferred to the Association, and that, if the Association fails in said responsibility, the responsibility shall revert to the owners of all lots within that Plat and previous and future plots of Waterside who shall thereafter jointly and proportionately be responsible for said maintenance and property tax liability.

7.2 Use of Common Areas. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use the Common Areas at Waterside for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and other incidental uses (including but not limited to those uses set forth in this Article VII) provided, however, that the use of the Lakes is subject to the provisions of Article VI, and provided further, that the members of the Association shall not have any right or easement to use the Pond. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association, except to the extent that the Developer has approved the extension of the Common Areas immediately adjacent to residential dwellings of piers, piers, docks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar areas.

7.3 Boulevard Accessory. The gatehouse, boulevard island and wing walls at the Waterside Boulevard is a Boulevards or Beach House Boulevard entrance to Waterside, although located in whole or in part within the public right-of-way, are intended to be treated as if such amenities are part of the Common Areas. The boulevard islands shall contain landscaping, Waterside identification signs and such other structures and/or amenities as the Developer deems advisable. The landscaping, Waterside identification signs and other amenities shall be maintained, replaced and replaced, from time to time, by the Association.

7.4 Covenant of Common Areas. The Developer, its successors and assigns, hereby reserves the right, in its discretion, and from time to time, to convey for full title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a full title deed for such purpose provided, however, that the Association shall not be required to accept title to any Common Areas at Waterside until such time as fifty percent (50%) or more of the planted residential lots in Waterside are owned of record by persons or entities other than the Developer. Notwithstanding anything contained herein, neither the Association nor any owner of any Common Area in Waterside shall have any ownership interest in any right to control the use or convey such Common Areas or to derive the benefits of the Association. Further, the owners of the residential lots shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles of Incorporation and By-Laws of said Association.
The conveyance of the Commons Areas to the Association, as set forth herein, shall not be construed or interpreted to be an assignment by the Developer of any other rights heretofore, unless the Developer expressly stipulates the same in a written and recorded instrument.

7.5 Buffer Lots. Buffer Lot "A" and Buffer Lot "B", as shown on Plat One, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot "A" and Buffer Lot "B" until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot "A" and Buffer Lot "B", Buffer Lot "A", as shown on Plat Three, has been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot "A" until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot "A", Buffer Lot "A", Buffer Lot "B", and Buffer Lot "C", as shown on Plats Seven, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot "A", Buffer Lot "B" and Buffer Lot "C" until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot "A", Buffer Lot "B" and Buffer Lot "C", Buffer Lot "A", Buffer Lot "B", and Buffer Lot "C", as shown on Plats Six, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot "A", Buffer Lot "B" and Buffer Lot "C" until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot "A", Buffer Lot "B" and Buffer Lot "C", Buffer Lot "A", Buffer Lot "B", as shown on Plat Ten, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot "A", Buffer Lot "B", and Buffer Lot "C" until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lots. Buffer Lot "A", as shown on Plat Twelve, has been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot. Buffer Lot "A", as shown on Plat Thirteen, has been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot. Buffer Lot "A", as shown on Plat Fourteen, has been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot. Buffer Lot "A", as shown on Plat Fifteen, has been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot. Buffer Lot "A", as shown on Plat Seventeen, has been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot until such time as the shooting right-of-way dedication is extended or widened beyond said Buffer Lot.

ARTICLE VIII
DURATION OF RESTRICTIONS, AMENDMENTS

8.1 Term. This Declaration and the covenants and restrictions described herein shall run with the land and shall be binding upon the Developer and all persons claiming under or through Developer or the Association until the first day of January, 2035, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

8.2 Amendments. This Declaration and the covenants and restrictions described herein may be amended or revoked with the approval of the owners of not less than sixty percent (60%) of the residential lots in Westfield, which amendment 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.

8.3 Special Amendments. To the extent permitted by law, as any and all times prior to Developer's Retirement of Control under Section 3.1, Developer reserves the right to amend this Declaration in the event necessary to conform to any requirements imposed upon or required of
Developer by any governmental agency, public authority or financial institution (including but not limited to the requirements of the Housing for Older Persons Act), or to the extent necessary to meet or satisfy any other reasonable need of Plat Seventeen and the owners of the residential lots therein, all without the approval of the residential lot owners. Such residential lot owner, by the acceptance of the deed to a residential lot within Plat Seventeen, consents and agrees to this restrictive right of Developer. Any such amendment by Developer shall become effective from and after the filing with the Recorder of Licking County, Ohio of an instrument stating the amendment and signed by Developer with the formalities required by law.

ARTICLE IX
ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

9.1 Severance Clause. The invalidity of any restriction herein contained, or any other provision hereof, or any part of any restriction or provision, by judgment, court order or otherwise, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the restrictions and provisions in this Declaration, which shall remain in full force and effect.

9.2 Violations Unavowed. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent such person(s) from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

9.3 Transfers and Leases Subject to Restrictions. All transfers, conveyances and leases of each and every residential lot in Plat Seventeen shall be made (and deemed made) subject to this Declaration. No lease of any residence in Wainside shall be for more than six (6) months duration.

9.4 Assignment by Developer. Subject to the express provisions hereof, all rights, duties, privileges, powers and benefits granted by this Declaration and/or reserved by or for the benefit of the Developer shall be freely assignable by the Developer, in whole or in part, to the Association or to any other person or entity, and shall inure to the benefit of the successors and assigns of the Developer. In the event of any such assignment by the Developer, its successors and assigns, to the Association, the Association shall be required to accept delivery of a written instrument for such purpose, and the Association shall have no right to refuse any such assignment.

9.5 Notice. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

9.6 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.

9.7 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, location of natural features such as trees, or topography of the residential lot upon which a structure, improvement or installation is proposed to be made, is such that a slight construction or accommodation of the requirements of the Plans or of any provision of this Declaration would work a hardship, the Developer may, in writing, grant waivers from this Declaration as to such residential lot so as to permit the creation or installation of such structure or improvement.
9.8 Section Headings. The section headings contained in this Declaration have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

9.9 Warranties. Each residential lot owner, by acceptance of a deed to a residential lot in Plat Seventeen, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or availability of the residential lots for the construction of residences, (b) the merchantability, fitness or availability of any improvements within or comprising a part of the Common Areas of Wanside, or (c) Wanside generally, other than as expressly stated in writing, (d) by the Developer to the residential lot owner, (e) in this Declaration, or (f) in the Articles of Incorporation and Bylaws of the Association.

IN WITNESS WHEREOF, Trustees and Developer have hereunto set their hands as of the
day and year first written above.

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO INC., TRUSTEE

By: ________________________________

By: ________________________________

By: ________________________________

Vice President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 3/27 day of January, 2006, by MARY E. MILKING, Notary Public, State of Ohio, in the 8th District Court of Lucas County, Ohio, and by MARY E. MILKING, Notary Public, State of Ohio, in the 8th District Court of Lucas County, Ohio, in the State of Ohio.

My Commission Expires: __________________________

MARY E. MILKING
Notary Public, State of Ohio
Commission Expires 10/06

[ Seal ]
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of January, 2006, by Duane A. Brokaw, the Manager of Watermark Properties, Ltd. II, an Ohio limited liability company, on behalf of the Company.

Joan M. Brown
Notary Public

This instrument prepared by:
Joseph A. Turnball Jr.
Shindler, Cope & Loewentritt, L.L.P.
1900 North Wilkins
Toledo, Ohio 43665

WATERMARK PROPRIETARY

By: ____________________________

To: ____________________________
MORTGAGEE'S CONSENT

The undersigned Sky Bank, an Ohio state chartered financial institution, the holder of a certain mortgage encumbering the property included in Watauga, which mortgage is dated December 23, 1998, filed for record December 31, 1998 at 3:09 PM as Official Record 1998-112646079 of the Lucas County, Ohio Records, and mortgage dated December 6, 2001, filed for record December 12, 2001 at 1:51 PM as Official Record 2001-12120501179 of the Lucas County, Ohio Records hereby consents to the execution and delivery of the foregoing Declaration of Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgages to the provisions of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned Sky Bank has caused this consent to be executed by its duly authorized officers as of the 26th day of January, 2006.

Sky Bank

By: 

Vice President

By: 

Vice President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 26th day of January, 2006, by Robert A. Roth, Vice President, and 

Vice President, of Sky Bank, a state chartered financial institution, on behalf of the institution.

Notary Public

[Signature]

Lucille B. Cox

Notary Public

[Stamp]