Waterside Plat 3

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DECLARATION OF RESTRICTIONS FOR
WATERSIDE PLAT THREE,
A SUBDIVISION IN THE TOWNSHIP OF MONCLOVA,
LUCAS COUNTY, OHIO

This Declaration of Restrictions (the "Plat Three Declaration") is adopted by the LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, an Ohio corporation, with address at 626 Madison Avenue, Toledo, Ohio 43604 (the "Trustee"), and WATERMARK PROPERTIES, LTD. II, an Ohio limited liability company with offices at 4544 Waterside Boulevard, Maumee, Ohio 43537 ("Developer"), as of January 31, 2000.

RECITALS:

A. Trustee is the record owner, and Developer is the beneficial owner, of lots 51-66, inclusive ("lot" or "lots") in the plat of Waterside Plat Three, a Subdivision in the Township of Monclova, Lucas County, Ohio, as recorded at Volume 1497, Page 722 of the Lucas County, Ohio Record of Plats ("Plat Three").

B. Trustee as the record owner, and Developer as the beneficial owner, have previously undertaken the development of (i) Waterside Plat One, a Subdivision in the Township of Monclova, Lucas County, Ohio, as per plat thereof recorded at Volume 1459, Page 386 of the Lucas County, Ohio Record of Plats ("Plat One"), and (ii) Waterside Plat Two, a Subdivision in the Township of Monclova, Lucas County, Ohio, as per plat thereof recorded at Volume 1460, Page 1 of the Lucas County, Ohio Record of Plats ("Plat Two"). In connection with Plat One and Plat Two, Trustee and Developer have executed and recorded a certain Declaration of Restrictions for Waterside One and Waterside Two at File No. 54843-0 of the Lucas County, Ohio Records (the "Plat One/Plat Two Declaration").

C. Plat One, Plat Two and Plat Three shall be hereinafter sometimes referred to collectively as "Waterside" or the "Plats," and the term "Waterside" shall hereinafter sometimes be used to refer generally to Developer's Waterside project.

D. Pursuant to Section 2.5 of the Plat One/Plat Two Declaration, this Plat Three Declaration shall constitute an amendment to, expansion of and supplement to the Plat One/Plat Two Declaration so as to include and cover all of the lots in Plat Three.

E. The Plat One/Plat Two Declaration and this Plat Three Declaration shall be hereinafter sometimes referred to collectively as the "Declarations.”

F. Trustee, for the benefit of Developer, desires to establish a general plan for the development, improvement and use of Plat Three as an extension of Plat One and Plat Two and as a first-class, high-quality, active adult subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of Plat Three which are in all respects similar to the restrictions on Plat One and Plat Two and which will make the lots in Plat Three 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 Three by reason of the adoption of this Plat Three Declaration and the restrictions hereinafter set forth, and in furtherance of the approved development plan for Waterside, Trustee, 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 Three, does hereby declare, covenant and stipulate that Plat Three and all of the lots in Plat Three 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 heretofore enforced on the property comprising Plat Three by any other instrument.

ARTICLE I
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on Plat Three as the same may be hereafter combined and/or subdivided shall be hereafter sometimes referred to herein as “residential lots” or “residential lot.” 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, not 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 requisite governmental approvals and the prior written approval of the Developer; and provided further that under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other lot in Plat Three.

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 so as not to include “group homes” or other similar environment in which unrelated parties are living together in a communal-type setting). No noxious, offensive or unnecessarily disturbing activities shall be carried on within any part of Plat Three, nor shall anything be done within Plat Three 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 Three or which shall interfere with the peaceful possession and proper use of Plat Three by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning resolutions and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in Plat Three. Except as set forth in Section 1.10, 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 reclamation 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 Three. 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 residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the 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, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from Plat Three 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 Waterside. All pets must be under the direct control of their owners at all times, and all owners shall strictly 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 guests shall be permitted on any of the Common Areas (as defined in Article VII) in Waterside except when such animal is leashed or carried by hand and is either in an area that 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 banned from the Common Areas, and/or Waterside generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, 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 designee 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 on 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, construction, material composition, wording, location and height of all such signs and/or to stipulate and prescribe a standard, universal “For Sale” sign for Plat Three and for Waterside.

1.7 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than twenty-four (24) hours without the prior written consent of the Developer or the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of the
Developer or the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or other than a private passenger vehicle as specified above.

Any lot owner and residents of such lot may not keep more than three (3) vehicles within Plat Three on a permanent basis without the prior written consent of the Developer or the Association. In the case of residential lots with 2-car garages, (a) if one (1) or two (2) vehicles are maintained by such residential lot owner, such vehicle(s) must be regularly kept and parked in the garage and not kept or parked in the driveway or on the street, and (b) if three (3) vehicles are maintained by such residential lot owner, two (2) of the vehicles must be regularly parked in the garage and one (1) vehicle may be parked in the driveway (but not in the street). In the case of residential lots with 3-car garages, whether one (1), two (2) or three (3) vehicles are maintained by such residential lot owner, all such vehicles must be regularly parked in the garage and not kept or parked in the driveway or on the street.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to, Plat Three. All vehicles parked within Plat Three must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Waterside for more than twenty-four (24) hours, and no major repair of any vehicle shall be made anywhere within Waterside. Motorcycles are not permitted except with the prior written consent of the Developer or the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of the same does not create an unreasonable annoyance to the residents of Waterside.

1.8 Maintenance. Each residential lot owner shall maintain the residence and all improvements on the lot in first-class condition at all times. The exterior of all residences including, but not limited to roofs, walls, windows, patio 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 Waterside, 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 cleared and kept free of debris and cracks, rust stains or marks from water usage and damaged and/or eroding areas on sidewalks, driveways and parking areas shall be removed, repaired, replaced and/or resurfaced.

1.9 Location and Building of Structures. 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 Three, 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 restrictions as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot shall apply to and include porches, verandas, porte-cochere and other similar projections of any dwelling. In light of the narrow width and configuration of the residential lots in Waterside, these location restrictions are important in maintaining the first-class, high-quality Waterside 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 whatsoever 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 serviced by underground automated sprinkler systems connected to the public water system and providing one hundred percent (100%) turf coverage. Such irrigation systems must be installed at the time of construction; continuously 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 turfgrass lawn in conformance with the first-class, high-quality Waterside standard.

1.11 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted anywhere in Plat Three. All window treatments shall be plain white in color on the exterior-facing surface.

1.12 Swimming Pools; Satellite Dishes; Skylights; 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, enclosure, radio or television antenna, solar panel, satellite dish or other similar transmitting or receiving device, or other such removable property of any kind shall be erected, constructed, placed or suffered to remain on any residential lot; provided, however, that satellite dishes of twenty-four (24) 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 II hereof. No skylights or roof windows of any kind shall be permitted, installed or maintained on the front or side elevation of any residence in Plat Three.

1.13 Driveway and Sidewalks. In addition to the specific restrictions contained in Plat Three pertaining to the installation of sidewalks, the owner of each residential lot in Plat Three agrees that such 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 thereupon 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 asphalt. 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 Plat Three nearer to the front or street line
or lines than the building setback lines as shown on Plat Three. Said portion of any residential lot shall not be used for any purpose other than that of a lawn; provided, however, that (a) nothing herein contained shall be construed as preventing the use of such portion of any residential lot for privacy walks, 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 (so called), nor grains 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 thereof.

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 swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to the general plan for the development and use of Waterside.

Permanent storm sewer pick-ups/catch basins are located on various residential lots throughout Plat Three. Such permanent storm sewer pick-ups/catch basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located.

1.16 Trampolines: Basketball Backboards: Swing Sets. No trampolines, basketball backboards or swing sets of any type or nature shall be placed, erected, used or located on any residence, structure or residential lot in Plat Three.

1.17 Mailbox and/or Paper Delivery. Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any 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 shall be utilized only during the applicable holiday season and must be attached or affixed to trees, bushes and other landscape materials not to the roof, eaves troughs, downspouts, walls or any other portions of any residential structure.

Landscape lighting is permitted in Waterside; provided, however, that no such lighting shall be directed toward other residences; and, provided, further, that no landscape...
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 fences 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 Three, no trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Plat Three. No dwelling erected in Plat Three 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 truck, boat, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot, shall be suitably housed within the attached garage (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 from time to time be 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 (including, but not limited to, the height of all structures, signs, driveways, garages, basements and docks) to be constructed and/or situated and/or planted or installed within Plat Three 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 improvement shall be constructed, situated, planted or installed upon any residential lot and before any addition, change, alteration 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 submission thereof. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure, improvement 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 Three, unless the plans and specifications for same have been first approved as provided under this Article II.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein 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 colors, and located in such manner as to, in the judgment of the Developer, compliment one another and promote the harmony and desirability of Plat Three 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 is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter Plat Three or any lot 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, installation, thing or condition that may be or exists 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, 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 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 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized on behalf of Developer to sign deeds or to take actions shall be sufficient pursuant to a recorded power of attorney.

2.5 Expansion Rights and Further Associations. Developer envisions that Waterside will possibly consist of six hundred (600) or more lots created through the preparation and filing of additional plats to the subdivision involving other lands adjacent and contiguous to the Plats 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 cover 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 Plats.

2.6 Waterside Builder. Because of the narrow width and particular nature of the residential lots and the amenities of Waterside, Developer anticipates that the construction of all homes, residences, docks and other improvements in Waterside will be performed by
Developer’s affiliate, Watermark Construction, L.t. (the “Waterside Builder”). Each and every purchase, grant or transfer of a residential lot in Plat Three and in all of Waterside shall be made (and deemed 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 Three 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 plats, if any, of Waterside or earlier upon the election of the Developer, from time to time, the Developer, by instrument in writing in the nature of an assignment, 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 this Plat Three Declaration. 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 plats, if any.

The Members of the Association at any time shall be permitted 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 as 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 of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as Developer shall hold title to any residential lot(s) in the Plats or in any subsequent plat of Waterside, the Developer shall be deemed to have fifty-one percent (51%) 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 lawn turf maintenance 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 will not undertake any trimming, maintenance or other work related to trees, bushes, shrubs 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 not have responsibility for snow removal from any patios, wood 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 Plat Three Declaration, or in any subsequent declaration(s) encumbering any subsequent plat(s) of Waterside, or in any rules and regulations which the Association may promulgate pursuant hereto 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 dispose of funds as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) encumbering 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 lien or encumbrance 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 Plat Three 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 Plat Three Declaration, or on the Plats, or in
subsequent restrictions and/or on 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 Plat Three
Declaration; and to perform all duties which it may be assigned under this
Plat Three Declaration.

ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Assessments. Each and every residential lot in Plat Three and in
Waterside generally shall be subject to a monthly maintenance assessment in the amount
established by the Association. Such assessment shall be on a per lot basis, with payment to
be made at the time of taking title to any residential lot (appropriately prorated) 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:

(Insert Legal Description)

WATERSIDE HOMEOWNERS’
ASSOCIATION

By: ____________________
4.2 Application of Assessments. The above-described assessments shall be applied only toward payment of the costs of collections, 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 reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after 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 then due by foreclosure of the above-described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against each 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 thereon 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 became due prior to such sale or transfer.

ARTICLE V
EASEMENTS

5.1 Reservation of General Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone wires...
and conduits, including underground facilities, and for drainage, sewers 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 areas designated as “Utility Easement,” “Drainage Easement,” or with words of similar import, on Plat Three, and along and upon all roadways now existing or hereafter established and abutting 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 four (4) foot wide strip of land along the side line of each residential lot in Plat Three, from time to time, to install, maintain and remove such utility lines, and to trim trees, shrubbery and landscaping which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as “Utility Easement,” “Drainage Easement,” or with words of similar import, upon Plat Three. 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 Docks. 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 composition and placement of such docks shall be first approved by Developer under the provisions of Article II hereof.

5.3 Hike and Bike Trail. A paved hike and bike trail (the “Hike and Bike Trail”) approximately ten (10) feet in width is to be located and constructed on and across a strip of land owned by Lucas County and running across the northerly portion of Waterside in an east-west direction to the south of and generally parallel with Monclova Road. The Hike and Bike Trail is not a part of Waterside, and the owners of residential lots in Plat Three and in Waterside generally shall have the same rights and be subject to the same restrictions governing the use of the Hike and Bike Trail as the general public. Within Waterside, the only points of access to the Hike and Bike 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.

5.4 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 areas designated on the Plats as “Drainage Easement” or with words of similar import. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event 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 owners. In such case, the amount and method of assessment shall be determined by the Lucas County Engineer.
ARTICLE VI
THE LAKES

6.1 Use of Lakes. The Developer is constructing or has constructed two (2) lakes on certain portions of the Plats (the "Lakes"). As part of the water source for the Lakes, Developer is installing or has installed a series of water lines and lake leveling lines on the Adjacent Property and within the Common Areas or easement 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 larger than ten (10) feet in length, and no gasoline, electric battery 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 or 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.

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 mid-point of the rear lot line of each 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 30 feet of Lake frontage, unless expressly approved by the Developer or the Association; and all docks shall be installed only by the Waterside Builder or its successors and assigns (at the sole cost of the residential lot owner).

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, invitees or visitors (collectively, "Users") shall be at the sole risk of the Users.

At the request of the Developer, all residents shall install a "Warning - Deep Water" sign on each residential lot near the edge of the water. No chemicals, sand, 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 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 leveling lines or in any easement areas associated with the Lakes. No owner of
any residential lot shall permit any discharge or erosion of soil, dirt, sediment, sand or other materials from such 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 Maintenance of Lakes. Any necessary maintenance (as determined by the Lucas County Engineer, the Developer, or the Association) of the Lakes 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 Three and Waterside generally for purposes of cleaning and removal of debris; controlling the growth of weeds, algae and other materials through the use of chemical applications; installation, maintenance, repair and replacement of bubblers, fountains and associated electric lines, underground tubes, and other apparatus in the Lakes; application of chemical and other artificial colorations to the water in the Lakes; repair and maintenance of the slopes and banks along the edge of the Lakes; installation, repair, maintenance and replacement of Lake leveling 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.

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,” Common Lot “B” and Common Lot “C,” and those other areas designated as Common Areas, if any, on the Plats, and those areas, if any, designated as Common Lots or Common Areas on any future recorded plats of Waterside.

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. 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 Area immediately adjacent to residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

7.3 Waterside Boulevard Amenities. The gatehouse, boulevard island and wing walls at the Waterside 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 island shall contain landscaping, Waterside identification signs
and such other structures and/or amenities as the Developer deems advisable. The landscaping, Waterside identification sign and other amenities shall be maintained, repaired and replaced, from time to time, by the Association.

7.4 Conveyance of Common Areas. The Developer, its successors and assigns, hereby reserves the right, at any time and from time to time, to convey to each simple 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 quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any Common Areas in Waterside until such time as fifty percent (50%) or more of the platted residential lots in Waterside are owned of record by persons or entities other than the Developer. Notwithstanding anything else contained herein, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any Common Areas unless and until the Developer, its successors and assigns, shall convey such Common Areas to or for the benefit of the Association. Thereafter, 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 Code of Regulations, if any, of the Association.

The conveyance of the Common 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 hereunder, 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 abutting right-of-way dedication is extended or widened beyond said Buffer Lot “A” and Buffer Lot “B.”

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, 2010 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 then owners of not less than sixty percent (60%) of the residential lots in Waterside, 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.
ARTICLE IX
ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

9.1 Violations Unlawful. 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.

9.2 Saving Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

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

9.4 Assignment by Developer. Subject to the express provisions hereof, all rights, duties, privileges, powers and benefits granted by this Declaration to 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 Notices. 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, 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 tenants, heirs, personal representative, 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 strict construction or enforcement of the requirements of the Plats 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 erection 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 Three, 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 suitability of the residential lots for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Common Areas of Waterside, or (c) Waterside generally, other than as expressly stated in writing, (i) by the Developer to the residential lot owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

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

Signed and acknowledged in the presence of:

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

By: ____________________________

Its: ____________________________

By: ____________________________

Its: ____________________________

Signed and acknowledged in the presence of:

**WATERMARK PROPERTIES, LTD. II**

By: ____________________________

Its: ____________________________

By: ____________________________

Its: ____________________________
STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 31st day of January, 2000, by Michael Martin, the President, and 
Kenny A. Revy, the Vice President, of Louisville Title Agency 
for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Julie Sgorziell  
Notary Public

STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this 31st day of January, 2000, by Mike Arian, the Manager, of 
Watermark Properties, Ltd. II, an Ohio limited liability company, on behalf of the company.

John W. Martin  
Notary Public

This instrument prepared by: 
Joseph A. Rideout, Esq.  
Shumaker, Loop & Kendrick, LLP  
North Courthouse Square  
1000 Jackson  
Toledo, Ohio 43624
MORTGAGEE'S CONSENT

The undersigned Mid American National Bank & Trust Company, a national banking association, the holder of a certain mortgage encumbering the property included in Waterside Plat Three, which mortgage is dated December 31, 1997, and recorded at File No. 53-5316-2 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 mortgage to the provisions of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned Mid American National Bank & Trust Company has caused this consent to be executed by its duly authorized officers as of the 31st day of January, 2000.

Signed and acknowledged in the presence of:

[Signatures]

MID AMERICAN NATIONAL BANK & TRUST COMPANY

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

RECEIVED & RECORDED

STATE OF OHIO )

COUNTY OF LUCAS ) SS:

FEB 01 2000

The foregoing instrument was acknowledged before me this 31st day of January, 2000, by [Signature], the [Position], and the undersigned of Mid American National Bank & Trust Company, a national banking association, on behalf of the association.

[Signature]

Notary Public

STATE OF OHIO

[Logo]

THIS INSTRUMENT PREPARED BY:

Joseph A. Rideout, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson
Toledo, Ohio 43624

[Stamp: Watermark: Waterside 5.doc]