Waterside
Plats One and Two

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title & Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS FOR
WATERSIDE PLAT ONE AND WATERSIDE PLAT TWO,
A SUBDIVISION IN THE TOWNSHIP OF MONCLOVA,
LUCAS COUNTY, OHIO

This Declaration of Restrictions ("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 ("Watermark Properties"), as of the 23rd day of November, 1999.

RECITALS:

A. Trustee is the record owner, and Watermark Properties is the beneficial owner, of all of the platted lots ("lot" or "lots") in the recorded plats of Waterside Plats One and Waterside Plat Two (the "Plat(s)"); a Subdivision in the Township of Monclova, Lucas County, Ohio. Waterside Plat One is recorded at Volume 427, Page 696 of the Lucas County, Ohio Record of Plats, and Waterside Plat Two is recorded at Volume 468, Page 108 of the Lucas County, Ohio Record of Plats (hereinafter said Subdivision is sometimes called "the Subdivision" or "Waterside").

B. Waterside Plat One includes lots 1-23, inclusive, Common Lot "A," Common Lot "B," Buffer Lot "A" and Buffer Lot "B." Waterside Plat Two includes lots 24-50, inclusive, and Common Lot "C."

C. Trustee, for the benefit of Watermark Properties, desires to establish a general plan for the development, improvement and use of the Subdivision as a first-class, high-quality, active adult subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Subdivision which will make the lots more attractive for residential purposes and will protect present and future owners of the lots in their use and enjoyment thereof for residential purposes.

D. Watermark Properties is the developer of the Subdivision, and as used in this Declaration, the term "Developer" shall mean and refer to Watermark Properties.

NOW, THEREFORE, in consideration of the enhancement in value of the Subdivision by reason of the adoption of this Declaration and the restrictions hereinafter set forth, and in furtherance of the approved development plan for Waterside, Trustee, for the benefit of Watermark Properties and its successors and assigns and for the benefit of all future owners of all or any part of the Subdivision, does hereby declare, covenant and stipulate that the Subdivision and all of the lots in Waterside 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 the Subdivision by any other instrument.
ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots (except Common Lot “A,” Common Lot “B,” Common Lot “C,” Buffer Lot “A,” and Buffer Lot “B”) located and shown on the Plan 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 the Plan.

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 unreasonably disturbing activities shall be carried on within any part of the Subdivision, nor shall anything be done within the Subdivision which may or may become an annoyance or nuisance. No use or practice which is an unreasonable source of annoyance to the residents within the Subdivision, or which shall interfere with the peaceful possession and proper use of the Subdivision 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 the Subdivision. 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 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 the Subdivision. 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 the Subdivision 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 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 the Subdivision 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 the Subdivision generally, any animal that is dangerous or that becomes objectionable 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 the Subdivision; 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 development of the Subdivision and the sale of residential lots, which are expressly permitted, all 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 the Subdivision.

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 on 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 the Subdivision 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 vehicles 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 or on request, or while used in connection with providing services to the Subdivision. All vehicles parked within the Subdivision 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 the Subdivision. Motorcycles are 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, screening 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 the Subdivision, 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 curbing 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 setback lines as shown on the Plats, 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, porticoes and other similar projections of any dwelling. In light of the narrow width and configuration of the residential lots in the Subdivision, 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 facilities 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 the Subdivision. All window treatments shall be plain white in color on the outside-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 street side or elevation of any residence in the Subdivision.

1.13 Driveway and Sidewalks. In addition to the specific restrictions contained in the Plats pertaining to the installation of sidewalks, the owner of each residential lot in the Subdivision 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 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 the Subdivision 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 the Subdivision, 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 the Subdivision nearer to the front or street line or lines than the building setback lines as shown on the Plats. 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
1.15 Establishment of Grades. The Developer shall have the sole and exclusive right to establish grades, slopes and elevations 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 plan of the development and use of Waterside.

1.15 Permanent storm sewer pick-ups/catch basins are located on various residential lots throughout the Subdivision. Such permanent storm sewer pick-ups/catch basins may not be 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 Waterside.

1.17 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any mailbox and/or paper delivery boxes; provided, however, that all mailboxes shall 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 the Subdivision; provided, however, that all such lighting shall be utilized only during the applicable holiday season and shall be turned off after the season. All lighting shall be of a modern, low glare design. No lighting shall be directed toward other residences; and provided further, that no outdoor 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 fences shall be permitted for purposes of containment of pets allowed under Section 1.5 in the yard 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 the Subdivision, 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 the Subdivision. No dwelling erected in the Subdivision shall be used as a
truck, boat, bus, taxi, mobile home, trailer or other similar housing device, if permitted to be
any residential lot in the Subdivision, shall be suitably housed within the attached
satisfactory to the requirements of Section 1.7. All rubbish, debris and garbage
shall be 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
can 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
to the Subdivision, and before any such improvement shall be
constructed, situated, planted or installed upon any residential lot and before any additional
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 the Subdivision, 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, complement one another and promote the harmony and desirability of the Subdivision
taken as a whole. In approving or withholding its approval of any plans and specifications, the
Developer shall have the right to consider the suitability of the proposed building, structure,
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 the Subdivision or any lot upon or as to which such violation or breach exists, and to remedy, abate and remove, at the expense of the owner thereof, any creation, 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 the Subdivision 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 this Declaration so as to include and cover all lots which eventually become part of the Subdivision as and if the same have been part of the Subdivision 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 the Subdivision, Developer anticipates that the construction of all homes, 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 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 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
(g) The Association shall have the following powers and functions:

3.1.1 To provide a complete program of lawn, shrub, and snow maintenance, which shall be designed to maintain the property in accordance with any aesthetic and landscaping regulations in effect, and which shall be done by the Association or its agents. Any costs associated with lawn, shrub, and snow maintenance shall be borne by the Association.
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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 Plats, or in subsequent restrictions and/or on subsequent plat(s) of Waterside.

(i) 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
ASSESSMENTS OF OWNERS

4.1 Assessments. Each and every residential lot in Waterside 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:


WATERSIDE HOMEOWNERS’ ASSOCIATION

By: ________________________________

STATE OF OHIO

SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ______________ day of ______________, 200__, by

_________________________,

a(n) _______________, on behalf of the

_________________________.

Notary Public

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 the Subdivision on, over, below or under all of the areas designated as "Utility Easement," "Drainage Easement," or with words of similar import, on the Plats, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in the Subdivision. 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 the Subdivision, 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 the Plats. 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 the Subdivision in an east-west direction to the south of and generally parallel with Monelova Road. The Hike and Bike Trail is not a part of Waterside, and the owners of residential lots in Waterside 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 the Subdivision (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 the Subdivision.

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 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 the Subdivision. 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 the Subdivision 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 into 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 the Subdivision, 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 fee 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 the Plats, 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 the Subdivision, 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 Undei 51. 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 Waterside 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 at all times 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 served when mailed, postpaid, 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 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 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 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 Waterside, 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, (d) by the Developer to the residential lot owner, (e) in this Declaration, or (f) in the Articles of Incorporation and Code of Regulations, if any, of the Association.
STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24th day of
November, 1999, by [Signature], the [Title], and
[Signature], the [Title], of Louisville Title Agency
for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public

MELISSA M. BRYCE
Notary Public, State of Ohio
Commission Expires 4-3-04

Signed and acknowledged
in the presence of:

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

WATERMARK PROPERTIES, LTD. II

Signed and acknowledged
in the presence of:

By: __________________________
Its: _________________________

By: __________________________
Its: _________________________

[Signature]
Print here: [Name]

[Signature]
Print here: [Name]
STATE OF OHIO       
COUNTY OF LUCAS   

The foregoing instrument was acknowledged before me this 23rd day of 
November, 1999, by ROBERT MILLER, the MANAGER thereof, 
of Watermark Properties, Ltd. II, an Ohio limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT PREPARED BY:
Joseph A. Riddle, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson
Toledo, Ohio 43654
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 One and Waterside Plat Two, which mortgage is dated 1966 and recorded at File No. 625467 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 20th day of November, 1999.

Signed and acknowledged
in the presence of:

[Signature]

MID AMERICAN NATIONAL BANK & TRUST COMPANY

By: [Signature]

V.P. PRESIDENT

By: [Signature]

V.P.

STATE OF OHIO

CITY OF TOLEDO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 20th day of November, 1999, by [Signature], the [Position], and the [Position] of Mid American National Bank & Trust Company, a national banking association, on behalf of the association.

Notary Public

[Signature]

This instrument prepared by:

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

[Stamp]
CONSENT OF RECORD OWNER

The undersigned, Barry Groves and Ileen Groves, as record title holders for the
following premises:

Lot number twenty-three (23) in Waterside Plat 1, a Subdivision in Mondova Township,
Lucas County, Ohio, in accordance with Volume 145 of Plats, page 96,

do hereby consent to and ratify the adoption and recording of the foregoing Declaration
of Restrictions for Waterside Plat 1, a Subdivision in Mondova Township, Lucas County,
Ohio.

This consent shall be binding upon and inure to the benefit of the undersigned, and their
heirs and assigns.

In Witness Whereof, the undersigned has executed this Consent this 21 day of

Barry Groves
Ileen Groves

State of Ohio
County of Lucas

The foregoing instrument was acknowledged before me this 21 day of Sept.
1999 by Barry Groves and Ileen Groves.

Notary Public

99 4445809
CONSENT OF RECORD OWNER

The undersigned, Watermark Construction Ltd., as record title holders for the following premises:

Lot number eleven (11), twelve (12), and thirteen (13) in Waterside Plat I, a Subdivision in Monclova Township, Lucas County, Ohio, in accordance with Volume 143 of Plats, page 96,

do hereby consent to and ratify the adoption and recording of the foregoing Declaration of Restrictions for Waterside Plat I, a Subdivision in Monclova Township, Lucas County, Ohio.

This consent shall be binding upon and inure to the benefit of the undersigned, and their heirs and assigns.

In Witness Whereof, the undersigned has executed this Consent this 12th day of November, 1999.

[Signature]
Watermark Construction Ltd.

[Signature]
(Witness)

[Signature]
(Witness)

State of Ohio  )
County of Lucas  )

The foregoing instrument was acknowledged before me this 12th day of November 1999 by [Name], Managing Member on behalf of Watermark Construction Ltd., an Ohio Limited Liability Company.

[Signature]
Notary Public

[Notary Seal]
CONSENT OF RECORD OWNER

The undersigned, Susan C. Kapeluck, unmarried, as record title holder for the following premises:

Lot number five (5) in Waterside Plat I, a Subdivision in Monclova Township, Lucas County, Ohio, in accordance with Volume 145 of Plats, page 96,

does hereby consent to and ratify the adoption and recording of the foregoing Declaration of Restrictions for Waterside Plat I, a Subdivision in Monclova Township, Lucas County, Ohio.
This consent shall be binding upon and inure to the benefit of the undersigned, and her heirs and assigns.

In Witness Whereof, the undersigned has executed this Consent this 19th day of November, 1999.

Susan C. Kapeluck

(Witness)       (Witness)

State of Ohio ) ) ss:
County of Lucas )

The foregoing instrument was acknowledged before me this 19th day of November, 1999 by Susan C. Kapeluck, unmarried.

JENNIFER LIEBER
Notary Public, State of Ohio
Commission Expires 7-29-2003

RECEIVED & RECORDED

NOV 23 1999  11:10
SUE RIOLX
RECORDER, LUCAS COUNTY, OHIO

99 4445B11