Waterside Sylvania
Plat One

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DECLARATION OF RESTRICTIONS FOR
WATERSIDE SYLVANIA PLAT ONE
A SUBDIVISION IN THE TOWNSHIP OF SYLVANIA,
LUCAS COUNTY, OHIO

This Declaration of Restrictions (the "Declaration") for Waterside Sylvania Plat One is
adopted by the LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, an Ohio
company, with address at 626 Madison Avenue, Toledo, Ohio 43604 (the "Trustee"), and
WATERMARK PROPERTIES, LTD. V., an Ohio limited liability company with offices at 4554
Waterside Boulevard, Maumee, Ohio 43537 ("Developer"), as of June 1, 2006.

RECEITALS:

A. Trustee is the record owner, and Developer is the beneficial owner, of lots 1-46,
inclusive ("Lot" or "Lots") in the recorded plat of Waterside Sylvania Plat One (the "Plat"), a Subdivision
in the Township of Sylvania, Lucas County, Ohio. Waterside Sylvania Plat One is recorded at O.R.
Vol. X, Page 4 of the Lucas County, Ohio Records (hereinafter said subdivision is sometimes called the
"Subdivision" or "Waterside").

B. The Plat also includes Common Lot "A," Common Lot "B" and Common Lot
"C," and Buffer Lot "A'" and Buffer Lot "B.'"

C. Trustee, for the benefit of Developer, desires to establish a general plan for the
development, improvement and use of the Subdivision as a first-class, high-quality 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. Waterside is a development that complies with the Housing for Older Persons
Act, as more particularly described in Section 3.4 hereof.

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 Developer and its successors
and assigns and for the benefit of all future owners of all or any part of the Lots in the Subdivision, does
hereby declare, covenant and restrict that the Subdivision and all of the lots in the Subdivision shall
hereafter be sold, transferred and 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 located and shown on the Plat 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 or other than one (1) single-family residential dwelling, and a private
garage of not more than (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 occupants.

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
southwest corner property to Watermark Properties, Ltd. V.
on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any required governmental approvals and the prior written approval of the Developer; and provided further that under no circumstances shall any lot so approved for splitting result in any lot having less street footage 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 nuisance, 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 be or 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 unwholesome action shall be permitted, and all laws, zoning regulations and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in 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, scrap iron, water, paper, glass or any reclaimed 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 purposes, 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 the direct control of their owners at all times, and all owners shall strictly comply with all applicable local 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 VIII) in Waterside except where 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 said area. The Association may adopt temporarily or permanently banned from the Common Areas. and/or Waterside generally, any animal that is dangerous or that becomes dangerous by reason of aggressive or intimidating behavior, barking, firing or otherwise. No animal may be kept outside of a residence unless specifically 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. No signs of any type or character shall be erected, placed, posted or otherwise displayed on or about any residential lot without the prior written permission of the Developer;
provided, however, that this prohibition shall not be applicable to (a) signs of the Developer or its designee having to do with the marketing and developing of Waterside and the site of residential lots, which are expressly permitted, after initial occupation of a residence, or (b) political signs of not more than six (6) square feet displayed during the period of time beginning three weeks prior to an election and ending two (2) days after the election, or (c) signs of not more than six (6) square feet advertising the sale of the residential lot on which such sign is located. With respect to the signs referred to in item (c) of the preceding sentence, 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 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 on 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. In addition, no vehicle shall violate any local laws, ordinances or regulations governing street parking.

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 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 being 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, 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 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.

All overhead garage doors in Waterside shall be and remain closed at all times, except during the actual times of vehicular or pedestrian access. Ingress and egress to and from the garage.

1.8 Maintenance. Each residential lot owner shall maintain the residence and all improvements on the lot in good condition at all times. The exterior of all residences including, but not limited to roofs, walls, windows, patio areas, screenings and railings 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 rest 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 litter, and weeds, root
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 the Plat, nor nearer to any side line or rear line than that shall be determined by Developer in writing at the time of the approval of the plan 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 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 whatever on any other lot not owned by such owner whether adjacent or not, and whether said other lot is vacant or not. Any residential lot owner who violates prohibitions in this Section 1.9 shall be responsible for any damage caused by such unauthorized use of any other lot.

1.10 Irrigation Systems. All residential lots shall be served by underground automated sprinkler systems connected to the public water system and providing one hundred percent (100%) turf coverage. Such irrigation facilities must be installed at the time of construction; 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 conformity with the first-class, high-quality Waterside standard.

1.11 Window Treatments: Awnings, Porch, Curtains. 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. No canvas or other roll-up window coverings of any kind, whether interior or exterior, shall be affixed, attached, placed or installed on any screened porch in Waterside.

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, building, 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 so to the location of the dish, in accordance with Article II herein. No skylights or roof windows of any kind shall be permitted, installed or maintained on the front or street side elevation of any residence in Waterside.

1.13 Driveways and Sidewalks. In addition to the specific restrictions contained in the Plat pertaining to the installation of sidewalks, the owner of each residential lot in the Plat 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 the residential lot is constructed and inhabited 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 construct such public sidewalks shall be subject to a fine against the residential lot in question in the Developer's choice 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 fine and enforce and collect the same in accordance with the provisions of Section 4.4.

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

1.14 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any residential lot in Waterside nearer to the front or rear line or lines than the building setback lines as shown on the Plat. 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 walls, driveways, if otherwise permitted, the planting of trees or shrubbery, or the growing of flowers or ornamental plants, for the purpose of beautifying any residential lot, but no vegetables (as cultivated), 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 unattractive 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 (accordance to Section 3.5a)), and the exact location of the same shall be determined and approved in accordance with Article II hereof.

Notwithstanding anything else contained herein, no statues, flags, whirligigs, docks, flamingoes or other lawn ornaments of any kind or nature shall be permitted on any residential lot in the Subdivision. As used herein, the term "lawn ornaments of any kind or nature" shall be interpreted by the Association in its sole and absolute discretion, subject at all times to the general architectural standards and guidelines referred to in Section 2.2.

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 detached house, or for purposes of construction, unless first approved in writing by the Developer pursuant to Section 2.7.

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-up/flush basins are located on various residential lots in the Subdivision. Such permanent storm sewer pick-up/flush basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential lot upon which such pick-up/flush basins are located.

1.16 Trampolines, Basketball Backboards, Sitting 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 the Subdivision.

1.17 Mailbox and Newspaper Boxes. 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 box. Provided, however, that all mailboxes shall be in an event 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, size and quality. A drawing of an approved mailbox is on file at Developer's office for inspection by all owners.

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

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

1.19 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed, or suffered to remain upon any residential lot. However, electric invisible fences shall be permitted for purposes of confinement of pets allowed under Section 1.3) 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 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 residence until the exterior thereof has been completed in accordance with the plans and specifications approved thereto by the Developer as provided under Article II hereof. Any 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). No trash of any type shall be parked, kept or stored on any residential lot in Waterside unless completely within an attached garage (subject at all times to the requirements of Section 1.7). All rubbish, debris and garbage shall be removed from 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 residence 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, exterior lighting, garages, basements and decks) to be constructed and/or situated and/or planted or installed within the Subdivision 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 respond within such period shall be deemed as disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, etc., 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 engineer 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 are hereinafter approved as provided under this Article II.

2.2 Amendment. The approval of the plans and specifications herein provided shall not be amended unless the Developer shall hereinafter approve such amendment as provided in Section 2.1 above.
2.2 Architectural Standards, Harmonization 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 Waterside taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the compatibility 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.

The Developer and/or the Association shall have the right, from time to time, to promulgate and publish reasonable rules and regulations to further delineate and describe the architectural standards and guidelines referred to in this Section 2.2, and such rules and regulations shall be strictly observed by all residential lot owners.

2.3 Entrance to Violation of Approved Plan. Developer, its successors and assigns, reserves, and hereby grants, the right in case of any violations or breach of any of the restrictions, rights, reservations, conditions herein contained, to enter the Subdivision 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop construction on any such lot, and Developer shall not by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, conditions herein 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, restrictions, agreements or reservations provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other action may be performed in any manner as directed by any person of the developer's, or its successors or assignees, in which case the authorized person shall be deemed to be the administrator of the Developer for all such purposes.

2.5 Expansion Rights and Further Restrictions. Developer reserves the right to annex additional parcels of land to the Subdivision where the annexation is consistent with, or adjacent to, the Subdivision and is compatible with, the character of the development as approved by the zoning authority. The expansion of the Subdivision shall not be inconsistent with the development plan as approved by the zoning authority.

2.6 Waterside Bulkhead. Because of the narrow width and topographic nature of the lot's position on the peninsula, and the association of Waterside, Developer anticipates that the construction of all homes, dwellings, residences, docks and other improvements in Waterside will be performed by Developer's affiliates, Watermark Construction, Ltd. V (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.
After the initial construction of a home or dwelling in Waterside, no exterior additions, enclosures, renovations or other improvements shall be made to such home or dwelling unless such exterior addition, enclosure, renovation or improvement is (a) being offered by the Waterside Builder or its successors and assigns as an option for new homes and dwellings, (b) approved in advance by the Developer pursuant to this Article II, and (c) 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 and shall be members of the Waterside Sylvania Homeowners’ Association (the “Association”). Upon the sale and conveyance by the Developer of all residential lots in the Plat 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 Declaration (“Assignment of Control”). The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to collect and dispose of funds to be herein provided and shall have the right to enforce all provisions hereof with respect to the conduct, use, improvement, maintenance and upkeep of Waterside and the lots in the Plat, in the manner determined by the Association to be the best interest of the owners of the lots in the Plat 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 not-for-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 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 the Developer shall hold title to any residential lot(s) in the Plat or in any subsequent plat of Waterside, the Developer shall be deemed to have fifteen percent (15%) 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 and 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 shall not undertake any trimming, maintaining 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 patios or dwellings; however, the Association will not have responsibility for snow removal from any patios, wood decks or other such work.
(b) To promote and seek to maintain the attractiveness, value and character of the lots in Waterside through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any subsequent declaration(s) 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 Declaration, to adopt rules and regulations of general application delineating and/or governing (i) the architectural standards and guidelines referred to in Section 2.2, and/or (ii) the site, maintenance, insurance and upkeep of the Lakes and other Common Areas and of any common areas created or reserved in this Declaration, or on the Plat, or in subsequent restrictions and/or on subsequent plats of Waterside.

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

3.4 Housing for Older Persons Act: Waterside is a development for persons 55 years of age or older as described in the Housing for Older Persons Act ("HOPA"), and the Subdivision is and will be designed and operated to ensure that, at all times (a) eighty percent (80%) of the residential dwellings in Waterside are occupied by at least one (1) person who is 55 years of age or older, and (b) persons younger than age 55, whether adults or children, are welcome to own, occupy or reside in
dwellings on residential lots as long as such eighty percent (80%) requirement is satisfied on a continuing, ongoing basis. In order to implement these HOPA requirements, the Developer and/or the Association shall maintain records which document the ages of Waterside’s residents. Developer and/or the Association shall also monitor and regulate sales of homes in Waterside to ensure that the Subdivision maintains its status as a HOPA qualified development. Each residential lot owner, by acceptance of a deed to a residential lot in the Subdivision, acknowledges and agrees to the provisions of this Section 3.4. However, notwithstanding any clause contained herein, the provisions of this Section 3.4 (g) shall not constitute a lien or encumbrance of any kind or nature upon the title to any residential lot in Waterside, and (i) shall not create or cause there to be any limitations on the power of any seller or mortgagee to convey, sell and/or mortgage any residential lot in Waterside or give notice to or upon inquiry any purchaser or mortgagee of a residential lot in Waterside that any such limitations may exist.

ARTICLE IV
ASSESSMENTS, FINES AND ENFORCEMENT

4.1 Assessments. Each and every residential lot in Waterside shall be subject to a quarterly, semi-annual or annual maintenance assessment as determined by the Association and 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 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 an assessment for residential lots owned, or models owned for the use of marketing the community, 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 lot records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice hereby given that the Waterside Homeowners’ Association claims a lien for unpaid assessments for the period from

10

in the amount of $ ______________ against the following described premises:

(Insert Legal Description)

WATERSIDE HOMEOWNERS’ ASSOCIATION

By: ___________________________

STATE OF OHIO

) ss.

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of __________, 20__ by __________ of Waterside

________________________

(Merchandise and service provider, for use of the recorder of Lucas County, Ohio)
4.2 Application of Assessments. The above-described assessments shall be applied only toward payment of the costs of collections, improvements, 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 duties 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 and functions 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 therefore, 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 unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

4.3 Fines. The Developer and/or the Association shall have the right, to the extent permitted by law, to charge and assess a fine or fines against the owner of any person who materially violates or breaches any provision of this Declaration and fails to remedy and correct such violation or breach for a period of thirty (30) days after written notice thereof has been provided to such parcel owner by the Developer or the Association. The amount of such fine or fines shall be $15.00 per day, or such other reasonable amount as may be established by the Association pursuant to the authority of the Association to establish rules and regulations in accordance with Section 3.3(b) hereof. Further, upon non-payment or any such fine(s) by a parcel owner, (a) the Developer and/or the Association shall have the right, to the extent permitted by law, to record in the Recorder's Office of Lucas County, Ohio, a Notice of Lien in the same general form as the Notice of Lien described in Section 4.1 hereof and (b) the Developer or the Association may, at any time and from time to time, proceed by law to collect a fine or fines then due by foreclosure of said lien(s), or otherwise, and in any such event, the Developer or the Association shall also be entitled to recover and have and enforce against such lien for their respective costs and expenses, including attorney fees.

4.4 Performance of Work by Association. In the event that the owner of any residential lot fails to perform any obligations or duties set forth in this Declaration or in any rules and regulations promulgated pursuant to Section 3.3(b) of this Declaration with respect to said residential lot, the Developer or the Association, at its option, upon ten (10) days' prior written notice to the residential lot owner, may cause such obligations to be performed on behalf of the residential lot owner and invoice said owner for such work or action. If the owner does not pay the full amount of such invoice to the Developer or the Association, as the case may be, within thirty (30) days after receipt thereof, a Notice of Lien in the same general form as contained in Section 4.1 hereof may be filed and recorded in the lien records at the Recorder's Office of Lucas County, Ohio.

4.5 Affidavit of Restrictions Violation. Developer and/or the Association shall have the right at any time to file for record in the Recorder's Office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer or the Association to an owner or owners of any lot within Waterside, that violation(s) of this Declaration may exist upon said lot.

4.6 Enforcement and Collection. In the event that any of the above-described assessments, fines and/or obligations are not paid when due by a residential lot owner, Developer and/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(s), or otherwise. In such event, the Developer shall also be entitled to recover and have and enforce against each residential lot a judgment and lien for its resulting costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for the assessments, fees and/or obligations provided for herein by non-use of any Common Area or any facilities licensed therein or by abandonment of such owner's residential lot. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not release such lot from liability for such assessments, fees and obligations or otherwise affect the above-described lien(s) provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish said lien(s) as to payments which became due prior to such sale or transfer.

4.7 Rules and Regulations. As provided in Section 1.3(i), the Association has the power and right to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easements hereinafter within Waterside. When adopted, such rules and regulations shall be published or otherwise brought to the general attention of the owners of all residential lots in Waterside. Such rules and regulations may provide for the Association’s enforcement thereof, in the event permitted by law, by (a) Fines, (b) assessment or removal of the violation, (c) suspension, rescission or cancellation of the right of a residential lot owner or other person to use or enjoy certain designated amenities within the Common Areas, and/or (d) any other mechanisms set forth in this Article IV.

ARTICLE V
EASEMENTS

5.1 Reservation of General Easement Rights. The Developer reserves to itself, and to its successors and assigns, the exclusive right to grant covenants, easements and rights of way for the construction, operation and maintenance of electric, cable and telephone lines and conduits, including underground facilities, and for drainage, sewer, storm sewer metal lines and irrigation lines and any other service or utilities deemed necessary or necessary by Developer or its successors and assigns for the service of Waterside on, over, along, upon, below or under each of the areas designated as “Sidewalk Easement,” “Utility Easement,” “Drainage Easement,” “Sanitary Sewer Easement,” “Tennis Court Easement,” “Drainage and Utility Easement,” “Utility and TEC Easement,” “Waterline Easement,” “San. Easement,” “SW Easement” or with words of similar import on the Plat, (b) all roadways now existing or hereafter established and bordering all the residential lots in Waterside, and (c) the north twenty-five (25) feet of all land in the north twenty-five (25) feet of lot 47 on the Plat, 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 corporation to go upon the four (4) foot wide strip of land along the side line of each residential lot in Waterside, from time to time, to install, maintain and remove such utility lines, and to trim trees, shrubbery and landscaping which may interfere with the service of the utilities, and to conduct or operate, at such times, as such utilities may require, such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the area designated as “Sidewalk Easement,” “Utility Easement,” “Drainage Easement,” “Sanitary Sewer Easement,” “Tennis Court Easement,” “Drainage and Utility Easement,” “Utility and TEC Easement,” “Waterline Easement,” “San. Easement,” “SW Easement” or with words of similar import on the Plat.

The term “structures” as used in the foregoing paragraph of this section 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 perpetual non-exclusive easements in favor and for the benefit of those residential lots (and the owners thereof) which are adjacent to the Lakes and which otherwise satisfy the requirements of Section 6.2(h), 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 Walking Paths. A walking path or paths (the “Walking Paths”) may be constructed and installed on and across certain portions of the Plat and any subsequent plat(s) of Waterside. The Walking Paths, if constructed, shall be part of the Common Areas, and are intended for the common use and enjoyment of all residential lot owners in Waterside. 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 Walking Paths in accordance with the provisions of Section 7.2 hereof.

5.4 Drainage Easements and Assessments. In connection with the development and planting of Waterside, certain drainage easements have been dedicated to the Board of Lucas County Commissioners over portions of the areas designated on the Plat as “Drainage” or “Drainage Easement” or with words of similar import. In this regard, all residential lots shall be subject to drainage maintenance assessments in 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 access 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.

5.5 Electric Power Easements. The Plat grants certain easements to The Toledo Edison Company across the lots, for purposes of erecting lighting and electrical cables, ducts, conduits, transformers, poles, concrete piers and other facilities for distributing and transmitting electricity.

ARTICLE VI

THE LAKES

6.1 Use of Lakes. The Developer, in constructing or will construct one or more lakes on certain portions of Waterside (the “Lakes”). As part of the water source for the Lakes, Developer is installing or has installed a series of water lines and lake 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 lakeside 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 powered boats (collectively, “Boats”), provided that no boat shall be larger than ten (10) feet in length and no gasoline, electric battery or other source of propulsion 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 adopted 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.

Notwithstanding anything else contained in this Section 6.1, however, each owner of a residential lot adjacent and contiguous to a Lake shall have the right to use and enjoy such Lake for purposes of launching and operating electric boats that are no larger than ten (10) feet in length with a beam of no wider than five (5) feet and having a maximum speed of no more than five (5) miles per hour with the power source to be a second, electric-operating motor.
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 no less than (10) feet by ten (10) feet 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 thirty (30) linear feet of Lake Fronage, as determined by Developer in its sole discretion; and all docks shall be installed only by the Waterside Builder or its successors and assigns (or the sole custodian of the residential lot owner).

Tables, chairs, umbrellas, furniture or other similar items (the “Dock Items”) may be placed, kept, maintained or used on any dock in Waterside; provided, however, that (a) all Dock Items shall be movable and no Dock Item shall be permitted to be nailed, bolted, screwed or otherwise affixed to a dock, (b) no Dock Item shall be permitted to fall into the Lakes or to be or remain anywhere within the Lakes (other than on the docks), (c) any and all losses or damages to the Dock Items shall be the sole responsibility of, and at the sole risk of, the residential lot owner, and (d) the Developer and the Association shall have no responsibility or liability for any Dock Items, and the residential lot owner shall defend, indemnify and hold harmless the Developer and the Association from any damages, losses or liabilities in connection therewith.

Notwithstanding anything else contained in this Declaration, lots that do not have at least thirty (30) linear feet of Lake Fronage, as determined by Developer in its sole discretion, shall not be permitted to moor a boat anywhere on the lot or in the Lakes.

The Lakes have been (or will be) designed and constructed as a visual and aesthetic amenity for Waterside. Accordingly, the Developer specifically cautions and recommends against 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.

No chemicals, liquid, fish or materials of any kind shall be placed or deposited by any residential lot owner upon or on any of the Lakes or the shores of any of the Lakes. No feeding of ducks, geese, fish or other wildlife in or on the Lakes shall be permitted. No pumping or removal of any water from the Lakes shall be allowed. Under no circumstances shall the owner of any residential lot have the right to dam, control or affect the level, volume or amount of water located in the Lakes, in any of the Lake fronting lots 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, and/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 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 boundaries 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 buoys, floats, and associated equipment; underwater tubes, and other apparatus in the Lakes, application of chemical and other artificial substances 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 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 Lots "A", "B", and "C" on the Plat, those other areas designated as Common Areas, if any, on the Plat, and those areas, if any, designated as Common Lots or Common Areas on any future recorded plans of Waterside. The Plat provides that Common Lot A, Common Lot B and Common Lot C are for the use of the lot owners in the Plat and the lot owners in contiguous plats of Waterside; and that the owner of each lot in the Plat shall have an individual interest in, and shall be responsible for equal tax liability of said Common Lot A, Common Lot B and Common Lot C. This Plat provision would be applicable only if the Association failed to pay taxes levied against the Common Areas as provided in Section 3.6(h) hereof.

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 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, docks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

7.3 Boulevards and Amenities. The gatehouse, boulevard island, wing walls, brick pavers and other amenities at the Boulevard Boulevard entrance and any future boulevard entrances to Waterside, although located in whole or in part within the public right-of-way, are intended to be treated as if such amenities are part of the Common Areas. The boulevard islands shall contain landscaping, Waterside identification signs and such other structures and/or amenities as the Developer deems advisable. The gatehouse, boulevard island, wing walls, brick pavers, landscaping, Waterside identification sign and other amenities shall be maintained, repaired and replaced, from time to time, by the Association. Any Township shall not have any liability or responsibility for the maintenance, repair or replacement of the brick pavers or any of the other amenities referred to in this Section 7.3, even if the brick pavers or other amenities are damaged or destroyed by snow plows or other equipment operated by the Township or its contractors.

7.4 Conveyance of Common Areas. The Developer, in its successors and assigns, hereby reserves the right, at any time and from time to time, to convey for single lifts 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 quitclaim 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 permanent residents other than the Trustee and/or 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 owned and sold by the Developer, its successors and assigns, or by any other person or entity.

In witness whereof, the undersigned have hereunto set our hands this 15th day of September, 2022.

[Signature]
[Name]
[Title]

[Signature]
[Name]
[Title]
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 Plat, 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, 2050 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.

8.3 Special Amendments. To the extent permitted by law, any and all times prior to Developer's Reinstatement of Control under Section 3.1, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed upon or required of Developer by any governmental agency, public authority or financial institution, or to the extent necessary to meet or satisfy any other reasonable need of the Subdivision and the owners of the residential lots thereof, all without the approval of the residential lot owners. Each residential lot owner, by the acceptance of a deed to a residential lot within the Subdivision, consents and agrees to this reserved right of Developer. Any such amendment by Developer shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by Developer with the formalities required by law.

ARTICLE IX
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

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

9.2 Violation Costs. 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 restrain such persons from so doing, to cause the removal of any violation, and to recover damages for such violation or attempted violation.

9.3 Transfers and Leases Subject to Restrictions. All transfers, conveyances and leases of each and every residential lot in the Subdivision shall be made (and deemed made) subject to this Declaration. No lease of any residence in Waterside shall exceed 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 the Developer or to the Association shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person to whom it is addressed 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 hereunder shall be abrogated or waived by any failure to enforce the provisions hereof, nor shall any such failure to enforce any provision of this Declaration or any of its terms, covenants, conditions or restrictions be deemed to be a waiver by the Association of any such breach or violation.

9.7 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, devisees, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, location of natural features such as trees, or topography of the residential lot upon which a structure, improvement or installation is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat 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 the Subdivision, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no warranties or representations, express or implied, by the Developer or the Association with respect to (a) the nature, condition, utility or fitness of the residential lots for the construction of residences, (b) the marketability, fitness or suitability of any improvements within or comprising a part of the Common Area 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 Bylaws of the Association.
IN WITNESS WHEREOF, Trustee and Developer have hereunto set their hands as of the day and year first written above.

LOUISVILLE TITLE AGENCY FOR
N.W. DUNING, TRUSTEE.
By:____________________
By:____________________
By: Vicki L. Feit

STATE OF OHIO
)       SS.
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of June, 2006, by Vicki L. Feit, an officer of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

[Signature]
My Commission Expires: _____________________ [SEAL]

JACQUE LOUISE HUMES
Notary Public
in and to the State of Ohio
My Commission Expires: November 20, 2006
STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of
_____ 2006, by JOEY MARTIN, the Manager
of Watermark Properties, Ltd. V., an Ohio limited liability company, on behalf of the company.

My Commission Expires: ____________________________

This instrument prepared by:
Joseph A. Bledsoe, Esq.
Steinbruck, Logg & Kaczynski, LLP
500 Delaware Street
Toledo, Ohio 43690-1092

[Seal]
John W. Martin
Commissioner of Ohio
Commissioner of Ohio
Commission for the state of Ohio
OSCE, 47-03
MORTGAGEE'S CONSENT

The undersigned SKY BANK, a national banking association, the holder of a certain mortgage encumbering the property included in Waterside, Sylvania, which mortgage is dated 9/10/2002 and recorded at File No. 5004 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 SKY BANK has caused this consent to be executed by its duly authorized officers as of the 6th day of June 2006.

By: Rodney R. Gray
   Vice President

By: ____________________________
   ____________________________
   ____________________________

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 6th day of June 2006, by Rodney R. Gray, the Vice President of SKY BANK, a national banking association, on behalf of the association.

My Commission Expires: ____________________________

 JOHN W. MARTIN [SEAL]

Official Notary Public

See Notary Public Information"
CONSENT OF RECORD OWNER

The undersigned, Charles H. Krueger and Janet, as record title holders for the following premises:

Lot number 12, in Waterside Sylvania Plat 1, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with OR 20050118-0003418, do hereby consent to and ratify the adoption and recording of the foregoing Declaration of Restrictions for Waterside Sylvania Plat 1, a Subdivision in Sylvania 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 26th day of June, 2006.

[Signatures]

State of Ohio
County of Lucas

The foregoing instrument was acknowledged before me this 26th day of June, 2006 by Charles H. Krueger and Janet, E. Krueger.

[Signature]

Notary Public

[Seal]
CONSENT OF RECORD OWNER

The undersigned, __________, as record title holders for the following premises:

Lot number 26 in Waterside Sylvania Plat I, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with OR 20090118-0003418, do hereby consent to and ratify the adoption and recording of the foregoing Declaration of Restrictions for Waterside Sylvania Plat I, a Subdivision in Sylvania 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 ___ day of __________, 2006.

__________

State of Ohio

County of Lucas

The foregoing instrument was acknowledged before me this ___ day of __________, 2006 by __________.

________________________

Notary Public
CONSENT OF RECORD OWNER

The undersigned, Donna M. Skunda, as record title holders for the following premises:

Lot number 12 in Waterside Sylvania Plat 1, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with OIC 20060118-0003418, do hereby consent to and ratify the adoption and recording of the foregoing Declaration of Restrictions for Waterside Sylvania Plat 1, a Subdivision in Sylvania 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 1st day of June, 2006.

[Signature]

Donna M. Skunda

State of Ohio

County of Lucas

The foregoing instrument was acknowledged before me this 9th day of June, 2006 by [Signature]

[Signature]

Rosemary V. Cooper

Notary Public