WATERVILLE MEADOWS
PLAT II

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DECLARATION OF RESTRICTIONS
FOR
WATERVILLE MEADOWS
PLAT II
SUBDIVISION IN WATERVILLE TOWNSHIP
LUCAS COUNTY, OHIO

This Declaration of Restrictions is hereby adopted by ALAN PROPERTIES, INC. (hereinafter called "Developer").

WITNESSETH:

WHEREAS Developer is the owner in fee simple of not less than two-thirds (2/3) of the lots in Waterville Meadows Plat I, a subdivision platted on part of River Tract 33, Town 1 USR in Waterville Township, Lucas County, Ohio recorded in Volume 141, pages 92, through 93, Lucas County, Ohio, Record of Plats, which real estate is hereinafter sometime called "Waterville Meadows", and

WHEREAS, Developer desires to establish a general plan for the development of Waterville Meadows and to establish restrictions upon the manner of use, improvements and enjoyment of the numbered lots in Waterville Meadows which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of adoption of the restrictions hereinafter set forth, and the premises above, does for itself and its successors and assigns, hereby declare, covenant and stipulate that all numbered lots as shown on the recorded plat of Waterville Meadows Plat I, Subdivision in Waterville Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

See Vol 149 pg 24 E 25

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ARTICLE I
PRIOR APPROVAL OF ALL PLANS

1.1 All plans and specifications for structures and other improvements, including, but not limited to residential dwellings, fences, walls, bridges, dams, driveways, hedges, and other enclosures, must be submitted for examination and approval to the Architectural Control Committee before any erection of improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, and color scheme, and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records.

1.2 In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Waterville Meadows as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of the subdivision taken as a whole.

In approving and withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Waterville Meadows as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots of Waterville Meadows as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

1.3 The Architectural Control Committee, through its agents, reserves the sole and exclusive right to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a
general plan for the development and use of Waterville Meadows.

1.4 In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

1.5 The approval of all plans and specifications required by Section 1.1 shall be evidenced by the written signature of the Architectural Control Committee or its duly authorized agent. No work shall commence on any lot until such written approval has been obtained.

ARTICLE II

SPECIFIC RESTRICTIONS ON IMPROVEMENTS

2.1 The specific restrictions set forth herein are in addition to those imposed by the Architectural Control Committee in furtherance of the general development plan.

Residential Only

2.2 All lots shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private attached garage for not more than three cars for the sole use of the occupier of said premises. No more than one residence shall be built upon any lot.

Building Lines

2.3 No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article I hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of Waterville Meadows or nearer to any side lot line than that permitted by the Village of Waterville Zoning ordinances, and in accordance with the approval of the architectural control committee as more fully set out herein. Developer may require dwellings to be farther from the street than the buildings set-back line or lines.

Minimum Sizes
2.4 The type of residential structure which shall be permitted shall be the two-story house, the story and a half house, and the one-floor "ranch style" house. The total living area of the main structure, exclusive of open porches, breezeway areas, garages, and basements shall be not less than sixteen hundred (1600) square feet for a ranch style house. The total living area for a story and a half house shall be not less than eighteen hundred (1800) square feet. The total living area for a two-story house shall be not less than two thousand (2000) square feet.

Materials

2.5 All structures and buildings erected and maintained upon said lots shall be constructed with new, adequate and generally accepted building materials. It is Developer's intent that all homes shall utilize brick on the front elevation, with the exception of certain traditional styles at the discretion of the architectural control committee. If materials other than stone, aluminum, brick, and lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing for which provision is herein made.

Garages

2.6 All garages shall be attached to the dwelling and shall be equipped with automatic door openers.

Driveways

2.7 The Architectural Control Committee reserves the right to assign curb locations and approve driveway locations which shall be appropriately staggered to improve the overall appearance of the development. Location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling.

2.8 No fence, hedge, wall, or enclosure of any kind shall be erected or placed on any lot for any purpose unless the written approval of the Architectural Control Committee has been obtained, and then shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep, and any other general conditions; provided, however that split-rail cedar fences three (3) rails high and not more than 42" high are hereby granted prior approval as long as they are properly maintained, and are not erected nearer to any street than twenty (20) feet behind the building set-back line. If the fence runs to the rear lot line corner, then it shall be constructed with each corner post as a line post to allow the construction of the fence along the rear of the contiguous lots as a continuous fence.
Sidewalks

2.9 The owner of each lot shall provide city sidewalks in conformance with Village of Waterville along all street frontage within the subdivision. The sidewalks shall be four (4) inches in depth except at driveways where a depth of six (6) inches shall be provided for the full width of the driveway. All sidewalks shall be installed no later than 12 months following the sale of the lot by the developer or his agent, irrespective of whether the other improvements on the lot have been made. In the event that the owner fails to install the sidewalk, the Developer, or his successors, shall have the right, but not the obligation, to install the sidewalk and place a lien on the property for the cost thereof, including attorneys fees.

Mailboxes

2.10 The Architectural Control Committee shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail or paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box of similar type, look and quality.

Air Conditioning Units

2.11 Air conditioning units and accessories shall be erected, placed or maintained behind each residence dwelling constructed in the subdivision and in the rear yard only, or at least halfway back on the side of the dwelling. The air conditioning units and accessories shall be screened by shrubbery, ornamental plants or similar ornamentations for the purpose of beautification and also as a sound barrier.

Basketball Backboards

2.12 No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards whenever erected shall be approved by Developer.

Utilities and Antennae

2.13 All utilities, including electrical wires and services, shall be underground. No exterior antennae, , or other reception equipment shall be permitted; satellite dish 18" in diameter or smaller. on the ground may be approved by the Architectural Control Committee if properly landscaped and located. The final approval of the satellite dish and its location and landscaping is within the sole discretion of the Developer and Architectural Control Committee.
Swimming Pools

2.14 No above ground pool shall be installed on any lot nor shall any other swimming pool be installed in Waterville Meadows until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Architectural Control Committee.

Landscaping, Tennis Courts

2.15 The Architectural Control Committee shall have the right to determine the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas be uniform in appearance. No structure or any part thereof shall be erected, placed or maintained on any lot in Waterville Meadows, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No tennis court shall be constructed without first obtaining the approval of the Developer.

Right of way trees.

2.16 It is the desire of the developer that each street within the development be uniformly tree-lined to enhance the beauty and enjoyment of the development for the residents thereof. Therefore, each lot owner shall be required to plant two (2) street trees (size and species to be determined by the Architectural Control Committee between the sidewalk and street as shall be dictated by the Architectural Control Committee). The subsequent care, replacement if necessary, and maintenance of said trees shall be the responsibility of the lot owner.

Grades

2.17 All lots shall have a finish ground grade which complies with the recorded Lucas County Site Grading Plan.

ARTICLE III
SPECIFIC RESTRICTIONS ON THE USE OF THE PROPERTY
Residential Use Only

3.1 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of Waterville Meadows, nor shall anything be done thereon which may be or become an annoyance or nuisance in Waterville Meadows.

No Wells

3.2 No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided herein.

No Temporary Residences

3.3 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 Waterville Meadows. No dwelling erected in Waterville Meadows shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor.

No Storage

3.4 Any truck, boat, bus, tent, mobile home, trailer, or other similar housing device, if stored on any lot, shall be housed within a garage building. No lot shall be used for the storage of automobiles, trailers, scrap iron, water, paper, glass, or any reclamation products or materials; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures shall be removed from said lots without the written approval of the Developer, or its successors and assigns. Any excess dirt shall be placed at the location and in accordance with the instructions designated by Developer at no cost to Developer.

Animals
3.5 Other than two (2) dogs, two (2) house cats and two (2) birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited. 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, now or in the future, by the Developer and the Architectural Control Committee. Pit Bulls and other vicious animals are strictly prohibited at Waterville Meadows. All owners shall strictly comply with all applicable leash laws. No animal owned by (or in the custody of) a lot owner or his tenants or guests shall be permitted on any common areas in the subdivision except when leashed or carried by hand. The Developer may temporarily or permanently ban from the common areas or subdivision any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise.

Rubbish

3.6 All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee, or its successors and assigns.

Signs

3.7 No signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which sign is located shall be erected, placed, or posted or otherwise displayed on or about any lot without the written permission of the Architectural Control Committee, or its successors and assigns, and the Architectural Control Committee, or its successors and assigns shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location, and height of all such signs. Developer maintains the right to erect and place signs of any sized on any unsold lot.

Laundry

3.8 No clothing, sheets, blankets, or other articles shall be hung out or exposed on any part of the premises.

Mowing

3.9 No yard equipment, including power mowers, power shears and similar
equipment, shall be used by anyone on Sundays or holidays from May First to October First on each year prior to ten o'clock A.M.

Maintenance of Sidewalks

3.10 It is the duty of each lot owner at his expense to keep and maintain the sidewalks on his lot in a good and sufficient condition, and to clear said sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after such deposit. The owner shall indemnify and hold the Township, the Village, the Developer, the Architectural Control Committee, and the Property Owners Association harmless from any liability to any person for the owner's neglect, failure, or refusal to perform such duty.

Smoke

3.11 No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

Models

3.12 Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer or Builders shall not be prohibited from the construction and use of construction or sales office(s) and model home(s) on one or more lots in Waterville Meadows.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

4.1 The Architectural Control Committee shall be composed of members who shall be appointed by the Developer. At such time as the Developer shall have sold and conveyed all of the residential lots in the subdivision to others and residences shall have been erected on all of the residential lots in the subdivision, the right of the Developer to appoint members to the Architectural Control Committee shall terminate and thereafter the Property Owners Association shall have the sole right to appoint members to the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this paragraph to any successor to its interest as Developer of the subdivision; and, (ii) the right and privilege to relinquish to the Property Owners Association its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.
ARTICLE V
PROPERTY OWNERS ASSOCIATION

5.1 No later that upon the completion and occupancy of one hundred percent (100%) of the residential dwellings, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called The Homeowners Association of Waterville Meadows Plat I, or name similar thereto, and upon the formation of such association, every owner of a residential lot in the subdivision shall automatically become a member thereof, entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

5.2 Each lot owner, including Developer, shall be entitled to one (1) vote for each lot owned and where title to a lot is jointly owned, such co-owners acting jointly shall be entitled to only one (1) vote.

5.3 The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the subdivision, and for the health, comfort, safety and general welfare of its residents. The Association shall maintain the common areas at the entrances to the subdivision as shown on the recorded plat.

5.4 Developer, and/or Architectural Control Committee, may, by instrument in writing, assign and vest in the Association all of its rights, privileges and powers herein retained which assignment shall be recorded in Lucas County, Ohio Recorder's Office.

5.5 The Association shall collect and disburse funds which the Board of Trustees determines, from time to time, to be for the general benefit of the owners of all residential lots in the subdivision and as required to carryout the purposes herein set forth.

5.6 The Association shall enforce all provisions of the recorded plat, these covenants and restrictions, and the regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

5.7 In the event the Association shall be dissolved or otherwise cease to exist, all of its rights, duties and obligations shall automatically inure to the benefit of the owners of the residential lots in Waterville Meadows, and such adjacent subdivisions as may become members of the Association.

5.8 Until such time that the Association is formed, the Developer shall maintain the areas set forth in Item 5.3 above.
5.9 The Association may assign all or part of its duties or functions to an adjacent Waterville Meadows Association or to the Association to be established for Waterville Meadows Commons.

ARTICLE VI
ASSESSMENTS

6.1 Initiation Fee and annual assessment. In carrying out its purposes, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year. For the first year, and each year thereafter until changed by the Association or the Developer, the annual assessment shall be One hundred twenty dollars ($120) for each lot. This sum shall be collected at closing by the developer to cover the calendar year in which the lot is acquired.

6.2 Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by a majority of the membership. A notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable. In the event that any lien is assessed and recorded, the sum of two hundred and fifty dollars ($250) shall be assessed for each such additional lien recorded to cover the costs and attorneys fees involved.

6.3 A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. Such lien shall be subordinate to the lien of any real estate mortgage on any residential lot. Judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

6.4 Any lot owner may request and upon payment of the reasonable expense therefor, shall receive, from the Secretary of the Association, a certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of any unpaid assessments.

6.5 The owners of lots of adjacent subdivisions or their Associations such as Waterville Meadows Plat I, II, III, IV or V, or Waterville Meadows Commons may become members or affiliates of the Association provided such adjacent
subdivisions have substantially identical covenants and restrictions recorded and 75% of the members of this Association agree in writing.

ARTICLE VII
ENFORCEMENT OF RESTRICTIONS

7.1 Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, its successors and assigns, The Association or any person or persons owning any lot in Waterville Meadows may prosecute any proceedings at law, or in equity, against the person or persons violating attempting to violate any such covenants or restrictions to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

7.2 Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Waterville Meadows shall not affect any of the other provisions contained in the Declaration of Restrictions, which shall remain in full force and effect.

7.3 All transfers and conveyances of each and every lot in Waterville Meadows shall be made subject to these covenants and restrictions.

7.4 Any notice required to be sent to any owner of a lot in Waterville Meadows or to the Developer or to the Architectural Control Committee, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

7.5 The rights, privileges and powers granted by this Declaration of Restrictions to, or reserved by, the Developer or the Architectural Control Committee shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.

7.6 Developer and or the Architectural Control Committee shall have the right to construe and interpret these restrictions, and its construction or interpretation in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

7.7 No owner of any lot in Waterville Meadows shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

7.8 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.

7.9 Each lot owner, by acceptance of a deed to a lot in Waterville Meadows agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Architectural Control Committee the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Waterville Meadows, or the yard requirements stated herein, or of any other provision of these reservations and restrictions would work a hardship, the Architectural Control Committee may, in writing, waive these restrictions as to such lots as to permit the erection of such buildings or the making of the proposed improvements.

7.10 The Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained where the Developer and the Architectural Control Committee in their sole and exclusive discretion.

7.11 The Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The lot owner shall then be liable to, and shall indemnify the Developer for any and all cost associated with the enforcement of the abatement or removal of any violation or breach, including but not limited to, attorney’s fees.

ARTICLE VIII
GENERAL AND MISCELLANEOUS

Easements

8.1 The 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, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "U.E." "Easement", "Utility Easement(s)", "Toledo Edition Easement", "Drainage Easement", or with words of similar import, on the plat of Waterville Meadows and along and upon all highways now existing or hereafter established and abutting all the lots in Waterville Meadows. The Developer also reserves to itself, and to
its successors and assigns, the right to go upon or permit any public or quasi-public utility to go upon the lots in Waterville Meadows from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery 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 "Easement", "Utility Reservation", "Drainage Easement", or with words of similar import, upon the plat of Waterville Meadows. The term "structures" as used in the foregoing portion of this paragraph shall include those structures set forth in this Article 8 but shall not include lot improvements such as driveways and fences unless specifically excluded thereby; provided, however, that the term "anti-access easement" shall prohibit the erection or maintenance of driveways and/or curb cuts in said area. No owner of any lot in Waterville Meadows shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Waterville Meadows without the prior written consent of the Developer, its successors and assigns.

Duration of Restrictions

8.2 These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January 2018, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. ... Amendments

8.3 The covenants and restrictions may be amended prior to January 1, 2019, upon the written approval of the then owners of not less than two-thirds (2/3) of the lots in Waterville Meadows Plat I, 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 lot owners with the formalities required by law; provided, however, that in the event that the Developer or its successors or assigns is the owner of any lots without residential construction thereon, its written consent shall be required for any such amendments. These covenants and restrictions may be terminated as of January 1, 2019, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Waterville Meadows upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Definition of "Structure"

8.4 Wherever used herein, the term "structure" shall mean and refer to anything or device (other than trees, shrubbery which is less than two (2) feet height if in
the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. “Structure” shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by the owner.

Common Areas

8.5 The Developer reserves the right to designate areas as common areas which shall be maintained by the Association. The Developer may deed or create easements in said areas and convey said easements or property to the Association. No structures shall be placed thereon except as permitted by the Developer or the Association in writing.

Approval of Builders

8.6 All homes shall be constructed by qualified and competent persons approved in advance by the Developer; provided, however that any such approval shall not be construed as a warrant or guarantee of the Developer as to the performance of any such approved builder. Developer reserves the right at Developer’s sole discretion to approve or disapprove any home built by owner or co-built by owner and someone else.

Agreement to Annex

8.7 The purchase of any lot or the acceptance of a deed to any lot in Waterville Meadows shall automatically be deemed an agreement and petition by such owner or grantee that said property be annexed into the Village of Waterville. All property owners hereby agree to such annexation, agree to execute any and all petitions, forms or documents necessary for said annexation, waive notice, publication or other prerequisites to said annexation, and otherwise hereby agree and pray that their
property be annexed into the Village of Waterville, without further notice or act.

IN WITNESS WHEREOF, Alan Properties, Inc., Developer, has executed this Declaration of Restrictions this 26th day of September, 2000 in Lucas County, Ohio.

Witnesses:

[Signatures]

Alan Properties, Inc.

Victor Markowitz
President

STATE OF OHIO

) SS.

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 26st day of September, 2000, by Victor Markowitz as President of Alan Properties, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]

Notary Public

Prepared by:

Douglas A. Dymarkowski, Esq.
Bischoff, Kenney & Niehaus
5630 N. Main Street
Sylvania, Ohio 43560
(419) 882-0594

RECEIVED & RECORDED

SEP 27 2000

SUE RIOUX

RECORDER, LUCAS COUNTY, OHIO