Windmill Crossing
Plat 5

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Adoption of Windmill Crossing, Plat 5,  
A Subdivision in Springfield Township,  
Lucas County, Ohio  
and Declaration of Restrictions Therefor

This Declaration, made and entered into by Monarch Meadows Development Co., hereinafter referred to as “Developer”, this 30th day of June, 2005.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate situated in Springfield Township, Lucas County, Ohio:

Lots Number thirty-eight (38) through fifty-seven (57) both inclusive, and Lot A, all in Windmill Crossing Plat 5 Subdivision, Springfield Township, Lucas County, Ohio.

Which real estate is hereinafter for convenience referred to as “Windmill Crossing-Plat 5”; and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners and/or occupants of all or any part of Windmill Crossing-Plat 5, certain easements and rights in, over and to Windmill Crossing-Plat 5 and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid hereby declares as follows:

ARTICLE ONE - CONSTRUCTION

SECTION 1. No Dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises, unless or until the size, location, type, style or architecture, use, the manner of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevations of said Dwellings, the plot plan showing the proposed location of said Dwellings shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their household employees, and no other than one single family, private residence purpose building, herein for convenience called “Dwelling” shall be erected, reconstructed, placed or suffered to remain thereon.
SECTION 3. No Dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer to the front and side street lines than the building setback lines shown upon the recorded Plat of said subdivision, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said Dwelling shall be placed from the front side or rear lines of said premises shall apply to and include porches, verandas, portes, cocheres, decks and other similar projections of said dwelling. The parcel of land upon which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one or more lots delineated on the recorded Plat of Windmill Crossing-Plat 5, but only with the written consent of Developer. Developer may require the Dwelling to be erected farther from the street than the building set back line or lines.

SECTION 4. No garage or addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the household employees thereof, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said Dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having first been obtained therefor, and to be subject to the terms and conditions said consent may name.

SECTION 5. The 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. All driveways shall be constructed of either concrete or asphalt and no instance shall a stone or dirt driveway or parking area be permitted. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the recorded Plat of said subdivision shall be used for any purpose other than that of laws; nothing herein contained however, shall be construed as preventing the use of such portion of said premises 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 said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects, as determined by Developer or his successors, shall be allowed to be placed or suffered to remain anywhere thereon. Within five (5) months after a residence has been completed on any lot in Windmill Crossing-Plat 5, the front yard of said lot shall be sodded or hydro-seeded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be sodded or hydro-seeded from the front of the single family residence to the curb line and the side yard abutting the dedicated public street shall be sodded or hydro-seeded from the single family residence to the curb line. Any portion of the lot not build upon or not required to be sodded or hydro-seeded as provided for herein, shall be seeded within said five (5) month period. Lawns must be kept mowed and maintained such that at no time shall the length of the grass exceed 5 inches in height. All trees and shrubbery and all other ornamental landscape shall be maintained and trimmed such that it doesn’t
become a visible nuisance to the other lot owner(s). Such a nuisance shall be determined and declared by the Developer, his successors, assigns, or the Homeowners Association. No fence, hedge, wall or any enclosure of any kind shall be erected, placed or suffered to remain upon said premises until the written consent of Developer having first been obtained therefor, and such to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

SECTION 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if in the opinion of the Developer, by reason of the shape, dimensions, or topography of the premises herein described, or by reason of the type of Dwelling to be erected thereon, or for any other reason, satisfactory to it, the endorsement of the provisions of said Section would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location, or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

SECTION 8. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone and cable television poles, lines and conduits and for water, gas and sewer pipes and conduits and any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under, over or upon any and all highways now existing or which may hereinafter front or abut Windmill Crossing-Plat 5.

SECTION 9. Developer reserves to himself, its successors and assigns a perpetual easement in, through, under and over those portions of each lot, as shown on the recorded Plat of Windmill Crossing-Plat 5 designated as “Utility Easement” for the construction, operation and maintenance of electric lights, telephone and cable television poles, lines and conduits, and for water, gas and sewer lines and conduits or any other public utility facilities, together withke the necessary or proper incidents and appurtenances, and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Windmill Crossing-Plat 5 over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from its dedicated electrical distribution source.

SECTION 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry, business or trade occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance shall at any time whether intended for temporary or permanent purpose shall be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing, and water quality has been tested and been shown to have an iron and a sulfur content sufficiently low as to not create a noticeable hydrogen sulfide smell or cause iron discoloring on sidewalks and other improvements); nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said Dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area per side and advertising the lot or Dwelling “For Sale” or “For Rent” shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lots or improvements thereon.
SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Each household shall be allowed a maximum of two dogs and/or four cats and such animals are to be kept within the premises when unleashed. When said animals are outside the house, they shall be leashed or otherwise restrained from the free roam of the neighborhood. No exterior dog houses shall be allowed on any lot in Windmill Crossing Plat 5, and no dogs shall be allowed to be left outside the premises all night restrained or otherwise. Barking dogs shall be considered to be a nuisance and subject to abatement as described in Article 3 Section 1.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pickup trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton) shall be parked, stored or suffered to remain upon said premises or in the streets within Windmill Crossing-Plat 5 unless parked or stored within a garage on said premises out of view.

SECTION 13. No clothe lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

SECTION 14. All Dwellings shall be equipped at the time of construction with a mailbox approved by the United States Postal Service manufactured by the Step2 Company, 10010 Aurora-Hudson Road, Streetsboro, Ohio 44241-1621, and identified as the “Mailmaster Plus” in the color granite gray. In addition, each Dwelling must have sidewalks constructed by the contractor at the time the residence is built and as prescribed by the Lucas County Ohio Engineer. In any event the contractor who constructs the single family residence on any lot or the owner of any lot fails to construct a sidewalk as prescribed herein within the time period allowed by the Lucas County Ohio Engineer, then in that event, if Developer is compelled to construct said sidewalk at the Developer’s expense, the Developer shall have the right to record a lien against such lot by recording a document having the formalities of a deed which sets forth the legal description of the lot, the present owner of record, and the amount expended by the Developer for the construction of said sidewalk. The unpaid portion of such construction costs which is to be secured by the lien shall bear interest at the rate of twelve (12) per cent per annum from the date such lien is filed with the Lucas County, Ohio Recorder until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of Developer including court costs and attorney fees incurred in collection of same. Such lien shall be subordinate to any institutional mortgage existing at the time of filing of the lien. Furthermore, the builder of a Dwellings on any lot in Windmill Crossing-Plat 5 shall comply with the site grading plan prescribed by the Lucas County Ohio Engineer. The Lucas County Ohio Engineer may determine that certain lots may require retaining walls in order to preserve trees presently located said lots. If said retaining walls are necessary and if the owner of said lot desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County Ohio Engineer and the Developer as herein provided. If the owner of any said lot does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slope along the public right-of-way(s).

SECTION 15. No above ground swimming pools or permanently installed basketball baskets and or backboards shall be constructed, allowed, or suffered to remain upon said premises.
SECTION 16. Developer, subject to Section 14 above, reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any Dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

SECTION 17. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored and maintained in containers entirely within the garage, basement, or in the rear of the Dwelling. In no event shall any rubbish, debris, or containers be visible from any street. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by Developer.

SECTION 18. The only type of fence which will be allowed to be constructed on any lot in Windmill Crossing-Plat 5 is a cedar three rail split-rail fence. The maximum height shall be forty-eight (48) inches above ground level to the top of the top-most rail. It will be permissible to affix a wire mesh to the split rail fence. No chain link, stockade, privacy or other type of fencing shall be permitted, however, the Developer reserves the right and privilege to install a stockade, privacy, or any other type of fence at key perimeter location(s) to reasonably protect the development from unsightly adjacent properties.

SECTION 19. No radio or television antennas shall be erected, placed or suffered to remain on said premises.

SECTION 20. Each Dwellings shall be equipped with one electric yard light and post (two lights and posts in the case of corner lots) installed by the contractor at the time the residence is built. Said light and post is to be situated in the front yard of the Dwelling such that it is approximately centered on the front lot line and eight (8) feet from the Dwelling side of the sidewalk referred to in Section 14 above. Said electric light and post shall be manufactured by Maxim Lighting International, Inc. and identified as Model #1005BK, and shall be equipped with an electronic photocell and 100 watt incandescent long life bulb so as to ensure operation in evening hours. The light shall be mounted on a Maxim black 7 foot post which shall be installed such that the top of the post is 5'-1/2 feet from the finished grade and extends 18 inches into the ground. The anchor for the post shall be concrete extending 36 inches into the ground and having a cross section of not less than an 8 inch radius. It shall be the sole responsibility of the occupant of the Dwelling to ensure that the light fixtures are kept in good operating order and bulbs are promptly replaced when needed. Said lights and posts shall be installed at the location specified above such that the top of the finished light fixture (including the finial) is approximately 7 feet and 1 inch above top of finished grade. The yard lights and posts serve as the street lighting for the subdivision and their proper maintenance and operation is required for the safety of all residents and lot owners in Windmill Crossing-Plat 5. In the event that lot owner fails to maintain the lights and posts on his lot in good working condition, then in that event the Developer, his successors or assigns or the Homeowners Association or their agents reserves the right to replace and or repair the yard lights or posts at the expense of the lot owner as specified in Article 3, Section 1 herein.

 SECTION 21. Each Dwelling shall have trees planted on the public right-of-way by the contractor at the time of construction. The species, size and location of these trees shall be as specified and approved by the Lucas County Engineer and as shown on the approved tree location drawing which is attached and made a part hereof.
SECTION 22. Windmill Crossing-Plat 5 subdivision is designed to and shall be a
visitible community which is defined as follows: Visitible Community - A subdivision
in which all homes are designed and built so as to make it possible for a person with
mobility impairments to visit without worrying about how to get into the home. This
category allows friends, neighbors, family members etc. with mobility impairments to
have basic access into the home and specifically into the first floor bathroom. In this
regard Developer hereby imposes the following minimum additional requirements for
each Dwelling constructed in Windmill Crossing-Plat 5:

a) Each Dwelling shall have at least one barrier free ingress and egress route to and from
the main living quarters. Such route shall be permanent and constructed of masonry
materials and in no event shall “ramps” constructed of wood or polymeric materials be
permitted on the exterior unless said wood or polymeric ramp is an integral part of a deck
constructed of the same material. In this event a ramp at the deck shall not be considered
to be the required barrier free ingress and egress as described above. The floor plan of the
Dwelling shall be such that it offers convenient access to main portions of the first floor
and especially to a bathroom. In this regard at least one accessible half or full bath must
have a minimum 60” clear diameter space. All exterior doors must provide an opening
of a minimum of 36” wide.
b) Public sidewalks as discussed in ARTICLE 1, SECTION 14 shall be a minimum of 5
feet wide and located as shown on the recorded plat. All service walks to and from the
Dwelling shall be 4’ wide.

In addition to the minimum requirements listed above, the Developer also encourages
each and every builder in Windmill Crossing Plat 5 to consider the incorporation of some
or all of the following suggestions in the construction design:

1. Door handles and lock sets of the lever handle variety.
2. Doorbell buttons and garage door code boxes 42” max. from the ground level.
3. Electrical receptacles no lower than 15” from the finished floor.
4. Thermostat and light switches no higher than 42” above the finished floor.
5. At least one pass through type closet with a minimum of 6 feet of hook strip located
not more than 48” above the finished floor.
6. Electrical supply panels located not more than 42” above the finished floor and located
at a conveniently accessible area of the home.
7. Areas around and over a barrier free shower or stool should be covered with ¾ “
plywood prior to drywall for future installation of grip bars, etc.
8. All floor covering transitions should be smooth and continuous.
9. No rotary or toggle electrical switches or dimmers should be used—only the slide bar
type is encouraged.
10. Garages should be of sufficient size to provide for the construction of an access
ramp, conveniently located to allow for easy access from automobile to the ramp and
subsequently to the entrance door to the residence
11. Interior doors should provide an opening of not less than 32 inches.
12. Hallways should be a minimum of 3 feet and 8 inches wide with consideration given
to mobility issues whenever a hallway turns, intersects or intersects a second hallway.

SECTION 23. 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
violation or breach exists and to summarily abate or remove, at the expense of the owner
thereof, any erection, thing or condition that may be or exists thereon contrary to the
intent and meaning of the provisions hereof as interpreted by Developer and Developer
shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry,
abatement or removal. A failure of Developer to enforce any of the restrictions, rights,
reservations, limitations, agreements, covenants and conditions contained herein shall in
no event be construed, taken or held to be a waiver thereof, 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.
SECTION 24. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining written consent of Developer and any and all public entities as may be required.

SECTION 25. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, or any other item previously approved by Developer, any such variance shall be deemed a violation of these restrictions.

SECTION 26. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other action shall be valid if accomplished by Developer, or his assigns or by any other person authorized in writing to sign deeds on the behalf of Developer.

ARTICLE TWO - HOMEOWNERS ASSOCIATION

SECTION 1. LOT A. At such time as all of the lots in Windmill Crossing Plat 5 have been sold or at such earlier time that the Developer in his sole discretion may determine, the Developer will transfer ownership of Lot A to the Homeowners Association. Each owner of a lot in Windmill Crossing Plat 5 shall have a one-twentieth (5%) share ownership in Lot A (storm detention area) for each lot owned. In the event more than one person holds title to a lot, such co-owners shall collectively own the 5% share. This percentage ownership shall not be conveyed separately and shall transfer with a deed of conveyance for any lot in Windmill Crossing Plat 5. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon Lot A a perpetual non-exclusive drainage easement in favor of all lot owners in Windmill Crossing Plat 5, the Association, themselves, and all of their respective successors, heirs, and assigns for purposes of permitting the flow of storm water drainage from the Subdivision into Lot A, and the placement of storm water drainage facilities thereupon and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall anything other than storm water be permitted to be drained onto lot A from the remainder of the Subdivision pursuant to these easements first herein granted.

SECTION 2. Developer retains the right to manage, repair, replace and otherwise deal with all common area landscaping, identification signage, fencing, monuments, sprinklers systems, lighting utilities and any and all such other common improvements as may be installed by Developer. Each lot in Windmill Crossing-Plat 5 shall be liable for an annual assessment. The initial assessment amount shall be one hundred dollars ($100.00) per lot per calendar year and any lots that sold and closed prior to January 1, 2006 shall be liable at closing for the entire assessment of one hundred dollars ($100.00) for the year 2005. Developer shall not be liable for payment of any assessment for any lots in Windmill Crossing-Plat 5. In the event that annual assessments are not paid by January 31st of each calendar year, Developer shall have the right to record a lien against such lot by recording a document having the formalities of a deed which sets forth the legal description of the lot, the present owner of record and the amount of the assessment due. The unpaid portion of the assessment which is to be secured by the lien shall bear interest at the rate of twelve (12) percent per annum from the date such lien is filed with the Lucas County Ohio Recorder until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and attorneys fees incurred in the collection of the same. Such lien shall be subordinate to the lien of any institutional mortgages existing at the time of the filing of the lien. Proceeds from the assessments shall also be used for court costs, attorneys fees and other costs incurred incidental to the enforcement of this Declaration of Restrictions.
If the fund created by the collection of the aforementioned assessment is insufficient to pay the cost incurred and the management, maintenance and repair of the aforesaid mentioned common areas and other costs incurred in collecting assessments or enforcing the Declaration of Restrictions, Developer shall have the right, but not the obligation, to lend to the fund sufficient funds to cover the deficit. Such loans shall not bear interest, but shall be a charge upon future collections into the assessment fund and at such time as sufficient funds are available to reimburse Developer, such funds will be distributed to Developer in re-imbursement of such non interest bearing loans. If a surplus is created due to the collection of the aforementioned assessments, then in that event such surplus shall be paid over to the Windmill Crossing-Plat 5 Homeowners Association to be formed in accordance with Section 3 below. However nothing contained herein shall require the Developer to render an accounting of income and expenses to the owners of lots in Windmill Crossing-Plat 5 except as may be required by law.

SECTION 3. Upon the completion, sale and occupancy of all lots in Windmill Crossing-Plat 5 or as such earlier date as Developer in its sole discretion shall determine, Developer reserves the right to and may cause to be incorporated a not for profit corporation or company under the laws of the State of Ohio, to be called the Windmill Crossing-Plat 5 Homeowners Association or a name similar thereto, and upon the formation of such Association, every owner shall become a member thereof, and each such owner, including Developer shall be entitled to one vote on each matter submitted to a vote of the members for each lot owned by him; provided however, that where title to a lot is in more than one person, such co-owners, acting jointly shall be entitled to but one vote. Until such Association is formed, Developer shall retain all the rights, privileges and powers as are herein provided. In such event, the membership and voting rules set forth above and below in Article 3 shall apply to all owners in Windmill Crossing-Plat 5 which exist at the time the Association is formed and also to future owners in the Windmill Crossing-Plat 5 subdivision.

SECTION 4. The Association, by vote of a majority of its members may adopt such reasonable rules and regulations, including the right to alter the assessment set forth in Section 2 of this ARTICLE 2 for the maintenance and property taxes of Lot A and other activities undertaken by the Association as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, general welfare and recreation of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

SECTION 5. Developer, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with the rights, privileges, and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE - COMPLIANCE

SECTION 1. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions or by Plat or Deed Restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall
give Developer or its successor or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such violation or breach exists, and summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing, condition or nuisance that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors and/or assigns, or the Association, or its agents shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. All restrictions, covenants, conditions, agreements or other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supercede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, the new owner or purchaser, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

SECTION 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breached may occur.

SECTION 4. The invalidity of any restriction hereby imposed or of any provision hereof, or of any part of such restriction or provision, shall not impair or effect in any manner the validity, enforceability of or effect the rest of this Declaration.

SECTION 5. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article 1 hereof.

SECTION 6. A violation of any of the rules and regulations adopted by the Developer or by the property owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Monarch Meadows Development Co. has caused this Declaration to be signed on the day and year first above written.

WITNESSES

Monarch Meadows Development Co.

By
Phillip F. Cox (sole owner)

State of Ohio, County of Lucas SS:

The foregoing instrument was acknowledged before me this 30 day of June, 2006

By Phillip F. Cox, sole owner of Monarch Meadows Development Co

LILA I. HEPNER
Notary Public

LILA I. HEPNER
Notary Public - State of Ohio
My Commission Expires May 28, 2009
ADOPTION OF DECLARATION OF RESTRICTIONS BY MORTGAGEE

The undersigned Sky Bank, which is the mortgagee of lots number Thirty-eight (38) through fifty-seven (57), both inclusive, and Lot A in Windmill Crossing Plat 5 Subdivision, Lucas County, Ohio hereby adopts the foregoing Declaration of Restrictions upon Windmill Crossing Plat 5 Subdivision.

WITNESSES

[Signatures]

Sky Bank Inc.

By

[Signature]

Rodney R. Frey, V.P.

State of Ohio, County of Lucas SS:

The foregoing instrument was acknowledged before me this 30th day of June, 2005, by Rodney R. Frey, Vice President of Sky Bank Inc.

[Signature]

Notary Public

[Seal]