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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by KHEMPCO PROPERTY SALES COMPANY, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Oregon, County of Lucas, State of Ohio, which is more particularly described as:

Lots number one (1) through twenty (20), being all of the Lots shown in Yorktown Village Plat One, a Subdivision in the City of Oregon, Lucas County, Ohio.

AND WHEREAS, Declarant intends to convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Yorktown Village Owners Association, its successors and assigns.
Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean Lot number eighteen (18) in Yorktown Village, Plat One, a Subdivision in the City of Oregon, Lucas County, Ohio, together with any other real property that may be owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to KHEMPCO PROPERTY SALES COMPANY, its successors and assigns.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject

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to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III
VOTING RIGHTS

The Association shall have two classes of voting membership as defined in the Articles of Incorporation.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) the right of the Association to limit the number of guests of members;
(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
(c) the right of the Association, in accordance with its Articles and Code of Regulations, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;
(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and after notice and hearing for any other infraction as defined in the Code of Regulations of the Association.
Section 2. Delegation of Use. Any Member may delegate, in accordance with the Code of Regulations, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, prior to the conveyance of the first lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.
Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Area, and the services and facilities related to its use and enjoyment.

Section 3. Annual Assessments. Within thirty (30) days after the conveyance of the Common Area to the Association by Declarant, and thereafter within thirty (30) days prior to the beginning of each calendar year the Board of Trustees of the Association shall estimate the debt charges to be paid during such year (including principal and interest mortgage payments), a reasonable provision for contingencies and replacements less any expected income and any surplus from the prior year's operations. If said assessment proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Trustees of the Association may at any time levy a further assessment, which shall be assessed to the members in like proportion, unless otherwise provided herein.

Section 4. Special Assessments for Capital Improvements. The Board of Trustees of the Association's powers shall be limited in that the Board of Trustees of the Association shall have no authority to acquire and pay for out of the annual assessment capital additions and improvements (other than for purposes of replacing portions of the Common Area, subject to all of the provisions of these Restrictions) having a cost in excess of One Thousand Dollars ($1,000) without the express approval of more than sixty-seven percent (67%) of the membership of the Association. Such approval may be acquired at the regular or special meeting of the Members of the Association or on obtaining written consent from the required Members.

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Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, semi-annual, quarterly or monthly basis, as determined by the Board of Trustees of the Association.

Section 6. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees, The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest and costs of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The Common Area shall be exempt from the assessments created herein.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
ARTICLE VII
USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Trustees of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use, rental, leasing and enjoyment of the Properties, including the Common Area, the Lots, the apartment buildings located on the Lots, and the apartment units contained in said buildings.

Section 2. Quiet Enjoyment. No noxious or offensive activity shall be carried upon the Properties, nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood.

Section 3. Lot Use. No Lot shall be used except for residential purposes, except the Common Area, on which is constructed recreational facilities for the mutual use and benefit of all Owners and residents.

Section 4. Waste Containers. All trash, garbage, or other waste shall be kept in sanitary containers, and all such containers shall be maintained in good, clean condition.

Section 5. Commercial Enterprise. No commercial enterprise, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighboring owners or residents.

Section 6. Walkways. There shall be no obstruction of the pedestrian walkways located upon any Lot for purposes of circulation of foot traffic except such obstructions as may be reasonably required in connection with repairs of such walkways and to prevent prescriptive rights therein from accruing.
Section 7. Laundry Areas. All laundry drying areas, clothes lines or clothes poles shall be screened by a fence of a material and design approved by the Board of Trustees or its designated Architectural Committee. The foregoing shall not constitute, however, permission to construct a fence which is in violation of any other provision hereof.

ARTICLE VII

DAMAGE TO OR CONSTRUCTION OF BUILDINGS

Section 1. Damage to Buildings. In the event of damage or destruction by fire or other casualty affecting a building or buildings, the owner or owners thereof shall, within six (6) months thereafter either: (1) diligently commence to rebuild the same in accordance with the terms hereof, or (2) clear and level the lot, removing all wreckage, debris and remains of the building or buildings therefrom, and leaving the same in a level, clean condition.

Section 2. Insurance. Each Owner shall maintain fire insurance with extended coverage insuring his building in an amount equal to at least eighty per cent (80%) of the full insurable value thereof, keeping said insurance in full force and effect at all times.

Section 3. Reconstruction of Buildings. Upon reconstruction, the building or buildings shall be rebuilt substantially in accordance with the plans and specifications therefor; provided, however, that the exterior appearances thereof shall substantially resemble their appearances in form and color prior to such damage and destruction. Notwithstanding the foregoing, however, any owner or owners of each such damaged building may request permission from the Board of Trustees or its designated Architectural Committee to reconstruct or repair his building in accordance with new or changed plans and specifications. The Board of Trustees or its designated Architectural Committee shall grant such requests only in the event that the proposed change or deviation will materially benefit and

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enhance the entire Subdivided Property in a manner generally consistent with the plan of development thereof. The Board of Trustees or its designated Architectural Committee's approval or disapproval as required herein shall be in writing. In the event that the Board of Trustees or its designated Architectural Committee fails to approve or disapprove within sixty (60) days after appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work of repair or restoration has been commenced before completion, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal
representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be properly recorded.

Signed and acknowledged before a Notary Public, Franklin County, Ohio.

Received for record March 29, 1967 at 2:17 P.M. and recorded in Volume 2205 of Mortgages, page 462.