

DECLARATION OF RESTRICTIONS
AS TO
LAKEMONT PLAT 4

WHEREAS, LAKEMONT BUILDERS AND DEVELOPMENT COMPANY, an Ohio General Partnership consisting of GENE JERIC and CAROL A. JERIC, with its principal place of business located at 4020 Nantucket, Toledo, Ohio 43623, (hereinafter called "Developer") is the owner in fee simple of all of the real estate hereinafter described:

Lots number 119 through 161
both inclusive, and Buffer Lot A, in Lakemont, Plat 4, Perrysburg Township,
Wood County, Ohio. Subject to zoning ordinances, easements and restrictions
of record, and public highways.

WHEREAS, such property is recorded in Volume 21 of Plats, Page 712, Wood County Records, and known as LAKEMONT PLAT 4, a Subdivision in Perrysburg Township, Wood County, Ohio, (hereinafter so sometimes called "LAKEMONT ") and

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

WHEREAS, Developer is the owner of other lands in Perrysburg Township, Wood County, Ohio, which Developer may desire to develop as a residential Subdivision or Subdivisions in accordance with any future general plan for the development thereof in conjunction with the development of LAKEMONT, and in accordance with restrictions on the manner of use, improvement and enjoyment thereof as herein provided; and

WHEREAS, Developer desires that certain lands which may be hereafter acquired by Developer in Perrysburg Township, Wood County, Ohio may be developed by Developer in accordance with any future general plan for the development thereof in conjunction with the development of LAKEMONT, and in accordance with restrictions upon the manner of use, improvement and enjoyment thereof as are contained herein;

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

ARTICLE 1

Use of Land

1. All lots number (119) through (161) in LAKEMONT shall be known and described as residential lots unless otherwise directed by Developer. Except as hereinabove set forth, no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, with attached private garage of not more than a two and one half (2½) car capacity which may be made in integral part of the residence dwelling. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the Subdivision. Other than as set forth herein, no owner of any lot in LAKEMONT shall use a lot for any purpose not presently permitted by the zoning regulations of Perrysburg Township, Wood County, Ohio without the prior written approval of the Developer or the Architectural Control Committee, should the Developer assign its rights of approval to the Architectural Control Committee as set forth herein.

2. 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 L AKEMON T, nor shall anything be done thereon which may be or become an annoyance or nuisance in LAKEMONT.

3. 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 under Article II hereof.

4. No trailer, out building, tent, shack, shed, storage area, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in LAKE MONT. No dwelling erected in LAKEMONT shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof.

5. 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, or such other location approved, in writing by the Developer or its successors and assigns.

6. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material; 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 days (90) 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.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial use.

8. 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 if any. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer of LAKEMONT, or its successors and assigns.

9. The Developer shall have the right to place signs advertising LAKEMONT within LAKEMONT, so long as said signs are not in violation of applicable zoning codes, otherwise no signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or other wise displayed on or about any lot without the written permission of the Developer, or its Successors and assigns, and the Developer, 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.

10. All electric house services shall be underground other than those to structures existing on the date hereof which may remain above ground.

11. 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 II hereof, shall be erected, placed or maintained on any residential lots 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 LAKEMONT. The foregoing provisions of this Item 11 shall be subject to the provisions of Article VII, Item 9 hereof. No structure shall be erected, placed or maintained on any single family lot nearer to any side lot line or rear lot line than shall be required by the appropriate regulations of the Township of Perrysburg.

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded Plat of LAKEMON T shall be used for any purpose other than that of a lawn, provided, how ever, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting

or maintaining of vegetables and grains thereon. Fences are expressly prohibited nearer than the front building line on any lot in LAKEMONT.

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

14. No tree which has a greater circumference than eighteen inches (18") at a point two feet (2') above the ground level shall be cut or removed from said lots without the approval of Developer or the Architectural Control Committee in the event Developer has assigned its rights to the Architectural Control Committee.

15. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction and/or sales offices(s) and model home(s) on one or more lots in LAKEMONT and in any subsequent Plats in LAKEMONT.

16. No owner of any lot in LAKEMONT shall construct a residential dwelling, including attached garage, if any, exceeding a width of forty-four (44') at the foundation on any lot in LAKEMONT, which is sixty feet (60') or less in width at the building line.

17. No owner of any lot in LAKEMONT shall construct a residential dwelling, including attached garage, if any, exceeding a width of forty-five (45') at the foundation on any lot in LAKEMONT, which is more than sixty feet (60') in width but less than sixty-five feet (65') in width at the building line.

18. No owner of any lot in LAKEMONT shall construct a residential dwelling, including attached garage, if any, exceeding a width of forty-eight (48') at the foundation on any lot in LAKEMONT, which is sixty-five feet (65') in width but less than seventy feet (70') in width at the building line.

19. No owner of any lot in LAKEMONT shall construct a residential dwelling, including attached garage, if any, exceeding a width of fifty-two (52') at the foundation on any lot in LAKEMONT, which is seventy feet (70') in width at the building line.

20. In the event two (2) lots, which are sixty feet (60') in width at the building line are contiguous and in the event a single family dwelling forty-five feet (45') in width at the foundation has been constructed on one (1) of the two (2) then, in that event, the owner of the remaining sixty foot (60') lot shall not construct a single family residential dwelling which exceeds forty feet (40') in width at the foundation.

21. Paragraphs (16), (17), (18), (19) and (20) notwithstanding, all single family and multi family dwellings or structures shall be constructed and located on the lot in LAKEMONT in accordance with the zoning ordinances and regulations and Subdivision Rules of Perrysburg Township, Wood County, Ohio.

22. No United States mail box unless housed in a structure constructed out of wood, the plans for which have first been approved as provided under Article II hereof, shall be allowed to remain on any lot. The location and/or placement of said mail box structures shall be subject to the approval of the Architectural Control Committee as set forth under Article II hereof.

24. The construction of basements in conjunction with the construction of single family residences shall be approved by the Developer and constructed in accordance with all applicable local zoning ordinances, state and federal laws.

25. Sidewalks, other than expressly required by the Wood County Planning Commission or for ingress and egress directly into or from a residence or garage, are expressly prohibited in LAKEMONT.

26. Any change or deviation from the original exterior painting, or design plan as submitted for approval pursuant to Article II hereof shall require the prior written approval of the Architectural Control Committee.

27. No clothesline shall be allowed to remain on any lot unless the design for which has been approved in accordance with Article II hereof.

28. Single family dwelling lots seven thousand two hundred (7,200) square feet and over located within the Subdivision as presently zoned shall have a minimum of nine hundred square feet (900) of livable area, exclusive of porches and decks. All single family dwellings located within the Subdivision, as presently zoned, shall have an attached garage with space for not less than one (1) automobile. All multiple

family lots shall have one (1) parking space per unit, carports are expressly prohibited. On street parking is prohibited for periods exceeding twenty four (24) consecutive hours. No mechanical work will be permitted on streets at any time.

29. No antenna including T. V. antenna and towers or micro-wave or satellite dishes or antennas will be permitted to be erected upon any lot within the LAKEMONT. However, certain micro-wave units used in conjunction with a micro-wave cable system which has been approved by the Developer, and used solely as part of a system provided by, or through the Developer may be used, provided the location of the micro-wave dish is approved by the Developer. For the foregoing purposes, Developer hereby approves SHARPSHOOTER by American Telecasting 18 DB GAIN or such other dish which shall in conjunction with said cable system and approved in writing by the Developer

30. Chainlink, snow fences and privacy fences are expressly prohibited in LAKEMONT.

31. Storage sheds, outbuilding, detached garages, above ground pools and other accessory structures are expressly prohibited in LAKEMONT.

ARTICLE II Approval of Plans

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements (including, but not limited to, basements, swimming pools, tennis courts, fences, walls, bridges, dams, drive ways, hedges and other enclosures) must be submitted for examination and approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof 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. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidence the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns, is filed for record with the Wood County, Ohio Recorder.

(a) In the event the Developer should assign its right and privilege to act as such Architectural Control Committee then the members of such Architectural Control Committee shall serve until their resignation or death. Said Architectural Control Committee shall consist of four (4) individuals. Upon the death or resignation of a member of said Architectural Control Committee, other than a Partner in Developer, his successor shall be appointed by the remaining members of the Committee within six (6) months of the death or resignation of a member, and submitted for approval by the Perrysburg Township Trustees. In the event of the death or resignation of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the members of the Perrysburg Township. Should the Trustees of the Township of Perrysburg fail to make such appointment within two (2) months after they are authorized to make such appointment, such appointment shall be made by a majority vote of the owners of lots in LAKEMONT.

2. In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of LAKEMONT as architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in LAKEMONT as a whole. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and 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

LAKEMONT. However, the grade of all garage floors shall not be less than twelve inches (12") above the top of curb except in the case or cases of integral garages of bi-level homes. All footers must meet Wood County code and be at least thirty-two inches (32") below grade level. No basements will be permitted to be constructed without the owner first obtaining written approval from the Developer.

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 improved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

ARTICLE III

Lakemont Homeowners' Association

1. The owners of lots in LAKEMONT, together with the owners of lots in subsequent plats of LAKEMONT on lands now owned or hereafter acquired by Developer in Perrysburg Township, Wood County, Ohio, (from and after the time Developer may elect to record plats subdividing such lands into lots and restrictions encumbering such lands similar to those herein set forth) and all persons who hereafter acquire title to such lots, shall be members of the LAKEMONT HOMEOWNER'S ASSOCIATION hereinafter called the ("ASSOCIATION"). The ASSOCIATION shall have the right

- (a) to acquire title from Developer to all lands and easements which may be designated for the common use and enjoyment of lot owners in the plat of LAKEMONT and in prior and subsequent plats of adjoining lands as aforesaid;
- (b) to construct, improve, maintain, alter and remove any and all park and playground areas and facilities (including, but not limited to, ponds, lakes, bridges, dams, waterfalls, drainage channels, swimming pools, tennis courts and paddle ball courts, pathways and parks) which may be constructed or which it may choose to construct on such common lands and easements;
- (c) to enforce all provisions herein in the Plat of LAKEMONT or in prior and subsequent plats or restrictions and all regulations which it may promulgate with respect to any and all park and playground areas, facilities and easements which it may own or control; and
- (d) to collect and dispose of funds as herein provided and as provided in prior and subsequent restrictions similar to those herein set forth encumbering prior and subsequent plats of LAKE MONT as above described.

Each member of the Association other than Developer, its successors and assigns, shall be entitled to one vote in the Association for each lot which he or she shall own. When more than one person holds an ownership interest in any lot, all persons holding such ownership interest shall be members of the ASSOCIATION and in such event the vote for such 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 lot. Where a vote is cast by one of two or more owners of any lot, the ASSOCIATION shall not be obligated to look to the authority of the member casting the vote. So long as Developer shall hold title to any lot in LAKEMONT or in any prior and subsequent plats of LAKEMONT as described, Developer shall be entitled to five (5) votes for each lot owned by it.

2. Notwithstanding the provisions of Paragraph (1) of this Article III and any designation of "Private Recreation Area" or "Recreation Site" on the plat of LAKEMONT or on any proposed or preliminary plat of possible future phases of LAKEMONT, neither the ASSOCIATION nor any owner of any lot shall have any ownership interest in or any right to control the use or development of any such "Private Recreation Area" or "Recreation Site" unless and/or until Developer shall convey such "Private Recreation Area" or "Recreation Site" to or for the benefit of the Association. Developer, by its execution and recording of these Restrictions and the platting of LAKEMONT does not represent or warrant and shall not be obligated to convey any such "Private Recreation Area" or "Recreation Site" to or for the benefit of the ASSOCIATION or to file any final plat of any possible future phase of LAKEMONT containing any such "Private Recreation Area" or "Recreation Site".

ARTICLE IV

Assessments of Owners

1. Each and every lot and lot owner in LAKE MONT and subsequent plats shall be subject to an annual assessment in such amount as may be annually determined by the ASSOCIATION. The annual assessments for each calendar year shall be determined by the ASSOCIATION prior to the end of the preceding calendar year and shall be payable to the ASSOCIATION on or before the 1st., day of _____ of each calendar year for such calendar year. The ASSOCIATION shall have a perpetual lien upon the residential lots in LAKEMONT and subsequent plats to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner or owners of each residential lot at the time when the assessment fell due. Each annual assessment shall become a lien against each residential lot on the 1st., day of the year in which it is due and shall be prorated between the owners of parts of lots in accordance with the proportion which the area of each part of a lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment is made. The annual assessment against each lot shall be equal to the total assessment, in such amount as may be annually determined by the ASSOCIATION, divided by the number of lots in LAKEMONT and any subsequent plats which may be submitted to the provisions hereof. In the event of default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Wood County, Ohio a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that the LAKEMONT HOMEOWNER'S ASSOCIATION claims a lien for unpaid annual assessments for the years _____ in the amount of \$ _____ against the following described premises:

(Insert Legal Description)

Lakemont Homeowner Assoc.

By: _____
President

STATE OF OHIO, COUNTY OF WOOD:ss

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____, President of LAKEMONT HOMEOWNER'S ASSOCIATION, an Ohio Corporation on behalf of the Corporation.

Notary Public

In the event any of said annual assessments are not paid when due, the ASSOCIATION may, when and as often as such delinquencies occur proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or other wise escape liability for the annual assessment provided for herein by non-use of the Recreation Areas or facilities or by abandonment of his lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale of transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

2. The aforesaid annual assessments shall be levied against all lots in LAKE MONT except for any lots owned or leased by the ASSOCIATION for the common use and enjoyment of the owners of lots in the Plat of LAKEMONT. The aforesaid assessments shall be applied only toward payment of the following costs and expenses:

- (a) for the construction, improvement, maintenance, alteration and removal of all lands and easements and facilities thereon which may be designated for the common use and enjoyment of the owners of lots in LAKEMONT and any subsequent plats of LAKEMONT now owned or hereafter acquired by the Developer in Perrysburg Township, Wood County, Ohio; including but not limited to, the construction, improvement,

maintenance, alteration and removal of playground areas, swimming pools, tennis courts, paddle ball courts, lakes bridges, dams, drainage channels, pathways, walkways, parks, boulevard areas, roadways and streets, and including the employment of personnel to maintain, guard and police same;

- (b) for the cost of collecting assessments, the expenses of maintaining 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 the owners of lots in LAKE MONT, and the subsequent plats of LAKEMONT referred to herein from and after the time such subsequent plats are recorded.

Such annual assessments may be increased, decreased or adjusted from year to year by the ASSOCIATION as the interests of the lots owners in LAKEMONT, and such subsequent plats of LAKEMONT, may, in its judgment, require. The ASSOCIATION shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the ASSOCIATION shall promptly issue a certificate setting forth whether all assessments have been paid for each owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE V

Easements and Reservation for Recreation Area

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 "Easement", "Utility Reservation," "Drainage Easement," "Walkway," or with words of similar import, on the plat of LAKEMONT and along and upon all highways now existing or thereafter established and abutting all the lots in LAKEMONT. The Developer shall have the right, from time to time, to install, maintain and remove such equipment or easement, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment or easement. 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," "Walkway," or with words of similar import, upon the plat of LAKEMONT. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and approved fences. No owner of any lot in LAKEMONT shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in LAKEMONT with out the prior written consent of the Developer, its successors or assigns.

The Developer reserves to itself, and to its successors and assigns, the exclusive right to convey by deed or easement, certain lands or any portion thereof, owned by Developer and which are described on Exhibit "A" which is attached hereto and incorporated herein by reference, to LAKEMONT HOMEOWNER'S ASSOCIATION to be used as Recreation Area for the benefit of all of the owners of lots in LAKEMONT and the owners of all lots in subsequent plats in LAKEMONT T. Each lot owner, by acceptance of a deed to a lot in LAKEMONT or any subsequent plat thereof agrees and consents and shall be deemed to agree and consent to the following, and any deed shall recite and include the following:

ATTACHMENT TO ANY DEED OR INSTRUMENT TRANSFERRING AN INTEREST IN LAKEHONT OR ANY SUBSEQUENT PLAT

(1) Any deed or instrument transferring an interest in any lot in LAKEMONT or any subsequent plat shall recite and include the restrictions hereinafter set forth:

(a) The real estate described herein is conveyed subject to the Declaration of Restrictions for LAKEMONT as recorded in Wood County Deed Records No. ___ and subject to the following restrictions:

(b) The Recreation Area or part thereof, described on Exhibit "A" and referred to in the Declaration of Restrictions for LAKEMONT as recorded in Wood County Deed Records No. _____, shall upon conveyance by LAKEMONT BUILDERS AND DEVELOPMENT COMPANY be owned and maintained by LAKEMONT HOMEOWNER'S ASSOCIATION and each owner of a lot or lots in LAKEMONT or any subsequent plat thereto shall be entitled to the common use and enjoyment of the Recreation Area for recreation, ingress and egress purposes subject to the following restrictions:

- (i) The use of the Recreation Area shall be limited to the owners, guests of owners, licensees and invitees and employees of Developer and the LAKEMONT HOMEOWNER'S ASSOCIATION.
- (ii) Unless otherwise approved by the Developer or the Architectural Control Committee no structure or any part thereof shall be erected or maintained over any part of the Recreation Area or any easement, utility easement, drainage easement area or words of similar import recorded on the plat of LAKEMONT or any subsequent plats, or separately recorded deeds or easements, except as specifically set forth herein. The term structures for this purpose shall include houses, garages, other building, swimming pools, decks, patios, walk ways and/or driveways.
- (iii) The Recreation Area shall be used solely for recreational purposes, as may from time to time be approved in writing by the Developer or the LAKEMONT HOMEOWNER'S ASSOCIATION. Said purposes shall include swimming, fishing, ice skating, wind surfing and boating.
- (iv) Boating shall be limited to water craft which are operated under manual power, sail or electric motor power. Gasoline powered water craft are expressly prohibited and water craft other than canoes more than twelve feet (12') in length are expressly prohibited.
- (v) The ASSOCIATION and all the owners of lots in LAKEMONT and all subsequent plats shall use the Recreation Area and the easement areas in such manner as will not restrict, interfere with, or obstruct the use thereof by other owners, the ASSOCIATION or the Developer, their respective families, their guest, invitees, and servants except to the extent as may be approved by the Developer, its successors and assigns.
- (vi) The owners of lots (1), (2), (30), (31), (32), (33), (34), and (35) of LAKEMONT and all other lots and subsequent plats of LAKEMONT which lots abut the Recreation Area, or are otherwise located directly adjacent to the Recreation Area are granted an exclusive easement over that portion of the Recreation Area abutting said owner's lots and lying between said owner's lot and the actual shore line of the lake which is presently located within the Recreation Area, for the purpose of Ingress and egress or access to the lake and the owners of each lot abutting the Recreation Area shall be responsible for the maintenance of said easement area. The easement area shall be used solely for lawn purposes and no structure, fence, deck, hedge, or dock shall be allowed to be constructed or grown in said easement area without the written approval of the Developer its successors and assigns.
- (vii) Except for the purposes of launching and removing boats from the lake, no boat shall be allowed to remain in said easement area or on any lot abutting the Recreation Area or any other lot in LAKEMONT and subsequent plats, unless said boat or water craft is contained within the dwelling or the garage, if any, or such other location as may be approved by the Developer, its successors and assigns.
- (viii) The owners of lots other than those lots located in LAKEMONT and subsequent lots of LAKEMONT, which abut the Recreation Area, shall have access to the Recreation Area and the lake at only those locations and/or areas located within the Recreation Area or any easement area as may be specifically

designated by the Developer, its successors and assigns as access areas.

- (ix) Each owner of a lot abutting the Recreation Area by the acceptance of a deed to said lot does thereby covenant, agree and acknowledge that the shoreline of the lake may from time to time be relocated, by the Developer, and said owner by acceptance of the deed shall consent to the encroachment of the shoreline of the lake onto or into said owner's lot. Provided however, said encroachment does not interfere with the use of the owner's dwelling or garage, if any, located on any such lot.
- (x) No owner of any lot in LAKEMONT or any subsequent plats or any guest of any owner, their invitees, licensees and employees shall at any time stock or otherwise allow fish or other animals, or plants to be placed or allowed to remain in the lake in the Recreation Area nor pollute, dump refuse, or discharge or allow the discharge of noxious or toxic or dangerous substance as into the lake or the Recreation Area.
- (xi) In the event of any dispute arising concerning the use of the Recreation Area or the location of the shore line of the lake, each party shall choose one (1) arbitrator and the Developer or the Architectural Control Committee, in the event the Developer has assigned its rights to the Architectural Control Committee, shall appoint an additional arbitrator and the decision shall be by a majority of the arbitrators. Said arbitration shall be governed the Ohio Arbitration Act and shall be binding upon the parties thereto, their successors and assigns.
- (xii) The ownership, maintenance, use and operation of the Recreation Area shall be subject to and performed in accordance with these restrictions and those restrictions as set forth in the Declaration of Restrictions filed in Wood County Deed Records No. _____ and said Deed Restrictions are incorporated herein by reference.
- (xiii) The foregoing covenants and restrictions shall run with the land and shall be binding upon LAKEMONT BUILDERS AND DEVELOPMENT COMPANY, Grantor, Grantee, and all persons claiming under or through said LAKEMONT BUILDERS AND DEVELOPMENT COMPANY , Grantor or Grantee, their successors and assigns and may be amended and enforced as set forth in the Declaration of Restrictions for LAKEMONT recorded in Wood County Deed Records No. _____

(End of Attachment to Deed or Instrument Transferring Interest)

ARTICLE VI

Duration of Restrictions, Amendments

1. 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 1st., day of January, 2014, at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years.

2. These covenants and restrictions may be amended prior to January 1, 2014, with the written approval of the Developer and the then owners of not less than two-thirds (2/3) of the lots in LAKEMONT, which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2014, 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 LAKEMONT upon the filing of an instrument as aforesaid with the Recorder of Wood County, Ohio.

ARTICLE VII

Enforcement of Restrictions, Other Matters

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, the Architectural Control Committee or any person or persons owning any lot in LAKEMONT may prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

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 LAKEMONT shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All transfers and conveyances of each and every lot in LAKEMONT shall be made subject to these covenants and restrictions.

4. The Developer reserves to itself, and to its successors and assigns, the exclusive right to submit successive plats of LAKEMONT to the terms, covenants, restrictions and other agreements and provisions of this Declaration of Restrictions as to LAKEMONT, and each owner of a lot in LAKEMONT or any subsequent plat thereof, which plat has been submitted to the provisions of this Declaration of Restrictions, agrees and consents and shall be deemed to agree and consent that each lot in such subsequent plat of LAKEMONT which has been submitted to the provisions of this Declaration of Restrictions shall be conveyed subject to the terms, covenants, restrictions and other agreements and provisions set forth in this Declaration of Restrictions as to LAKEMONT. Said subsequent plats of LAKEMONT shall be deemed to be submitted to the covenants, restrictions, and other terms and provisions of this Declaration of Restrictions as of the date of the filing for record of a document properly executed and acknowledged by Developer, which document shall set forth the terms and conditions under which said additional or subsequent plats of LAKEMONT and the lots contained therein shall be conveyed subject to the terms, covenants, restrictions and other agreements and provisions set forth in this Declaration of Restrictions as to LAKEMONT. However, the submission of any subsequent plat of LAKEMONT to the terms of this Declaration of Restrictions, shall not in any way affect, amend or otherwise alter the covenants, restrictions and terms set forth herein other than to increase the number of plats and or lots subject to the terms hereof and the number of owners entitled to the rights set forth herein with respect to the use of the Recreation Area and the allocation and/or pro-ratio of assessments between the owners of LAKE MONT and subsequent plats thereof.

5. Any notice required to be sent to any owner of a lot in LAKEMONT 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.

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

7. Developer 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.

8. No owner of any lot in LAKE MONT 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.

9. 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.

10. Each lot owner, by acceptance of a deed to a lot in LAKEMONT agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, 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 LAKEMONT, or of the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, Developer may, in writing, modify these reservations

and restrictions by reason of the fact than it may be the owner and/or builder for whose benefit such modification is granted.

11. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in LAKEMONT, or which would cause such restrictions to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice by mail to the fee owners of all lots in LAKEMONT and after receiving the written approval of the holders of record fee title to seventy-five percent (75 %) or more lots in LAKEMONT, including the aggregate total of any prior or future recorded plats of LAKEMONT, may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all lot owners. The provisions of this Item 11 shall not be construed as a limitation upon the right of Developer to modify the provisions of this Declaration of Restrictions as provided in Item 9 of this Article VII nor shall it limit the provisions of Article VI hereof.

12. Wherever, used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two feet (2') high 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, if any, porch, shed, greenhouse or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, satellite dish, fence, curbing, paving, wall, hedge more than two feet (2') 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 any 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 inches (6") from that existing at the time of purchase by an owner.

IN WITNESS WHEREOF, LAKEMONT BUILDERS AND DEVELOPMENT COMPANY, the Developer herein, acting by and through its duly authorized Partners, has caused this Declaration of Restrictions to be executed on its behalf this 11th day of January, 1995.

Witnesses

LAKEMONT BUILDERS AND DEVELOPMENT COMPANY, an Ohio General Partnership

Kenneth I. Write. Sr.

Gene Jeric, Partner

Rodney R. Frey

Carol A. Jeric Partner by her attorney-in-fact, Gene Jeric

STATE OF OHIO, COUNTY OF WOOD: ss

The foregoing instrument was acknowledged before me this 11th day of January, 1995, by Gene Jeric and Carol A. Jeric by her attorney-in-fact, Gene Jeric being all the partners of LAKEMONT BUILDERS AND DEVELOPMENT COMPANY, an Ohio General Partnership on behalf of the partnership and by Gene Jeric, as attorney-in-fact on behalf of Carol A. Jeric.

IN TESTIMONY WHEREOF, I have set my hand and affixed my seal on the day and year first above written.

RODNEY R. FREY _____
Notary Public, State of Ohio
My Commission Expires 3-3-97

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded

Jan 12 19 95 at 9:51 A

Vol. 696 Page 609 Record of Deed

SUE KINDER, RECORDER \$54.00

Prepared by Louisville