

MAIL TO: MARK NOWAKOWSKI  
2000 BLUFFS  
TSCENO, OH 43081

40276

Villas  
(The Bluffs Rd.)

**DECLARATION OF RESTRICTIONS**  
**FOR**  
**LOTS 7, 8, 9, 10, 11 and 19 OF**  
**THE SECOND REPLAT OF THE BLUFFS PLAT 2**  
**SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO**

This **DECLARATION OF RESTRICTIONS** adopted by **MARK NOWAKOWSKI**, unmarried, hereinafter called "Developer", and **THE LOTS 7, 8, 9, 10, 11 and 19 HOMEOWNERS' ASSOCIATION, INC.**, an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

**WITNESSETH THAT:**

**WHEREAS**, Developer is the record owner of lots 7, 8, 9, 10, 11 and 19 (hereafter "Zero Lot Line Lots", "Lot" or "Lots") in the Second Replat of the Bluffs Plat 2, a Subdivision in the Township of Springfield, Lucas County, Ohio as shown on the recorded plat of same ("plat" or "Second Replat") recorded at Volume 139, Pages 49 and 50, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "subdivision" or "The Bluffs"); and

**WHEREAS**, Association is an Ohio non-profit corporation formed or to be formed by Developer whose members shall be all of the owners of all of the Zero Lot Line Lots in The Bluffs; and

**WHEREAS**, Association is or will be the record owner of all that portion of The Bluffs designated as Lot "B" (sometimes also called "Common Areas" herein) on the plat ("Lot B") including any portions thereof shown to be used for utility purposes, as well as recreational, drainage and landscape purposes; and

**WHEREAS**, The Bluffs is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

**NOW, THEREFORE**, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, and their respective successors and assigns, hereby declare, covenant and stipulate that all the Lots shall hereafter be conveyed by them, their respective successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall be in addition to that Declaration of Restrictions recorded at Microfiche No. 97 - 2572A11 of the Lucas County, Ohio Deed Records.

**RESTRICTIONS**

All transfers and conveyances of each and every Lot shall be made subject to these covenants and restrictions.

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Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2013, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2013, or may be amended or terminated after January 1, 2013, by the Developer unilaterally or by the then owners of at least two-thirds (2/3) of the Lots, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefitted by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged as just above indicated with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, or the owner of any Lot each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

#### RESIDENTIAL LOTS

The Lots and the structures to be erected thereon shall be used only for single-family dwellings or two-family dwellings purposes, together with the usual accessory uses pertaining thereto such as private or storage garages.

The six (6) Lots located as shown on the plat shall be residential lots and Lot B is hereby designated as Common Areas, which shall, except as otherwise provided for herein, be used exclusively for drainage and/or utility and landscape purposes as shown on the plat.



Each Lot as shown on the plat shall contain at least two thousand five hundred (2,500) square feet. Each two (2) family residential site, as defined below, shall contain at least five thousand (5,000) square feet or at least two thousand five hundred (2,500) square feet per Lot.

Although all six (6) Lots can be characterized as single-family sites, the Developer intends to develop the Lots in pairs of adjoining Lots. Therefore, Lots 7 and 8, 9 and 10 and 11 and 19, shall each be designated as two-family residential sites. On each such pair of adjoining Lots comprising a two-family residential site there may therefore be constructed either two (2) residential structures, each being a single-family dwelling, or in the alternative, one (1) residential structure which shall be either a single-family dwelling or a two-family dwelling occupying both Lots comprising such two-family residential site.

#### ARCHITECTURAL CONTROL

If approved by the Developer or the Association, patios, open porches, decks, walkways, privacy screens and shrubbery which service a particular dwelling or the Lots may extend into any portion of the Common Area located immediately adjacent to said dwelling.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the subdivision (exclusive of any garages, basements and patios) shall be one thousand five hundred (1,500.00) square feet.

Developer shall establish a master plan for landscaping of the Lots which master plan shall take priority over individual landscaping plans. Such master plan for landscaping shall be filed with the Association. Privacy fences installed by the Developer will be the only fences permitted on any Lot or within any of the Common Areas.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all 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 the master plan for the development and use of the Lots; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements.

Until such time as Developer has conveyed to others all the Lots and dwellings owned by him, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the Lots and maintain a large temporary sign on the roads abutting the Lots advertising the sale of the Lots.

#### THE LOT 7, 8, 9, 10, 11 and 19 HOMEOWNERS' ASSOCIATION, INC.

All owners of the lots and all persons who hereafter acquire title to a Lot shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each Lot shall be entitled to one (1) vote in all Association matters



regardless of the number of owners of any particular Lot.

Each member of the Association, in common with all other members as owners of Lots in the subdivision, shall have the right to use Lot B for all purposes incident to the use and occupancy of his Lot as a place of residence and other incidental uses, including, but not limited to, the right to traverse those portions thereof immediately adjacent to their respective residence for purposes of ingress and egress to Lot A of the plat.

All members shall use the Lot B in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the Developer has approved the extension into any portion thereof immediately adjacent to dwellings erected on a Lot of patios, open or enclosed porches, decks, privacy fences, retaining walls, walkways, privacy screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all the Lots.

#### ASSESSMENTS

For the calendar year 1997 and thereafter, each Lot and the owners thereof shall be subject to an annual assessment (estimated to be \$75.00 per month for 1997) for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal quarterly installments on or before the first day of each third month during the calendar year for which the assessment is levied.

Commencing in 1997, each annual assessment shall become a lien against each lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such Notice of Lien shall identify the residential Lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any Lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any Lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas, including but not limited to, of all landscaping and the maintenance of any lighting facilities (including any street lights) placed thereon, as well as for snow removal on all driveways of each Lot. (Individual Lot owners however shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on their respective Lot and adjacent Common Areas, which watering shall be done daily for a minimum of fifteen minutes for lawns and five minutes for all plantings). If so entrusted with such responsibilities, or any other maintenance responsibilities other than



the Common Areas (such as exterior window washings), the owners of all Lots understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

#### USE AND ACTIVITIES

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems which will be tied into a separate meter located on each lot and operated and maintained by each lot owner.

All mailboxes and lightposts within the subdivision shall be uniform and conform at all times to the type of mailbox and lightpole installed by the Developer and/or subsequently approved by the Developer or Association.

#### DEVELOPER RESERVATION OF RIGHTS AND

##### GRANT OF COMMON WALL EASEMENTS

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under Lot B as designated on the plat and along and upon all streets now existing or hereafter established and abutting the Lots. Development hereby reserves for itself and its successors and assigns a perpetual non-exclusive easement over, under and across Lot "B" for purposes of installing and maintaining all utilities and driveways servicing each residence constructed on the Lots.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the Lots from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefitted or bound by these restrictions.



Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Developer also hereby reserves and creates for the benefit of all adjoining Lot owners perpetual exclusive easements on the common boundary between all adjoining Lots upon which any adjoining residences are constructed or placed for the sole purpose of permitting the placement thereupon of a common wall between said adjoining residences together with the additional right of easement to have, if necessary, de minimis building encroachments (not more than six (6) inches) upon and under each of said adjoining Lots in connection with the placement of said common walls.

### GENERAL

Any Lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's Lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the Lots with each owner having an equal undivided interest in the Common Areas for each Lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the record owners of at least two-thirds (2/3) of the Lots.

IN WITNESS WHEREOF, Mark Nowakowski, unmarried, and The Lots 7, 8, 9, 10, 11 and 19 Homeowners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 27 day of August, 1997.

#### WITNESSES:

Carolyn H. Nowakowski Mark Nowakowski  
Mark Nowakowski  
Henry Z. Nowakowski

THE LOTS 7, 8, 9, 10, 11 and 19  
HOMEOWNERS' ASSOCIATION, INC.  
an Ohio non-profit corporation

Carolyn H. Nowakowski By: Mark Nowakowski  
Mark Nowakowski, President  
Henry Z. Nowakowski



STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 27 day of August, 1997 by Mark Nowakowski, unmarried.

Christina K. Dyke  
Notary Public 4-16-2001

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 27 day of August, 1997, by Mark Nowakowski, the President of The Lots 7, 8, 9, 10, 11 and 19 Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Christina K. Dyke  
Notary Public 4-16-2001

**THIS INSTRUMENT PREPARED BY:**

Jerome R. Parker, Esq.  
Gressley, Kaplin & Parker  
608 Madison Avenue, Suite 930  
Toledo, Ohio 43604  
(419) 244-8336

3/20  
RECEIVED & RECORDED

SEP 05 1997

3:16 pm  
SUE RIOUX  
RECORDER, LUCAS COUNTY, OHIO