

JUL 10 2007

DECLARATION OF RESTRICTIONS FOR
GRAHAM VILLAGE PLAT ONE
SUBDIVISION IN THE CITY OF OREGON

LUCAS COUNTY, OHIO

This **DECLARATION OF RESTRICTIONS** ("Declaration") adopted by Graham Development, Inc. of 6401 Seaman Road, Oregon, OH 43616 hereinafter called ("Developer") and Port Lawrence Title and Trust Company, Trustee (Trustee) as of this 10th day of July, 2007.

WITNESSETH THAT:

WHEREAS, Trustee is the owner of record, pursuant to deed recorded at 20061114-0076210, of all of the lots in the recorded Plat ("the Plat") of Graham Village Plat One, a subdivision in the City of Oregon, Lucas County, Ohio which Plat is recorded at 20070618-0036028 and 20070627-0038047 of the Lucas County, Ohio Plat Records;

WHEREAS, Graham Village is intended to be a first-class, quality single-family residential subdivision (sometimes "subdivision" herein) developed as a community development plan 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 City of Oregon, Lucas County, Ohio.

NOW, THEREFORE, The Developer, and Trustee, 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 aforesaid development plan, do for themselves and their respective successors and assigns, hereby declare, covenant and stipulate the all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1 – RESIDENTIAL LOTS. All of the lots located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 1,800 sq. ft. ranch, 2,000 sq. ft. on and one half story, 2,200 sq. ft. two story of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, minimum of 22 sq. ft. x 24 sq. ft., which garage shall be attached or connected by means of covered access to the residence ("residence", "structure", "building", and "dwelling have been sometimes used interchangeably herein). With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 – LOT USE. No lot shall be re-subdivided into an additional lot or lots.

1.3 – USE RESTRICTIONS. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Plat, nor shall anything be done within the Plat which may be or become an annoyance or nuisance in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for

recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building material not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 – COMPLETION OF STRUCTURES. All residences must be completed by an owner within one (1) year following the commencement of construction on any lot. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 – PETS. Dogs, Cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be permitted to be left outside unattended or be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer. Pit Bulls and other vicious animals are strictly prohibited in Graham Village.

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

1.7 – MISCELLANEOUS. No trailer/camper, RV, basement, tent, garage, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time shall any shack, shed, tent, barn or other outbuilding be permitted to be located or placed on any lot within Graham Village. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Developer as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer/camper, RV or other similar housing device if stored on any residential lot in the Plat, shall be suitable housed within the attached garage. All rubbish, debris, and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

1.8 – QUALIFIED BUILDERS. Developer hereby reserves the right, prior to commencement of construction, the written approval of Developer of all builders or other persons or entities who or which intend to construct any residence on any lot within the Subdivision; it being expressly understood and agreed that Developer, in placing this particular restriction on all lots within the Subdivision, is attempting to establish a certain minimum experience level of all persons who construct residences on any lot within the Subdivision. The approval of any and all such builders must be noted on all plans approved under Section 2.1 hereof.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 – SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, residences, garages, basements, in ground swimming pools, or tennis courts) to be constructed and/or situated on any residential lot within the Plat shall be submitted for examination to the Developer and written approval of the Developer to such plans and

specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve or reject modifications of all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to do so, respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location (two [2] copies of a surveyed proposed location plan shall be submitted), type, architectural design, quality, use construction materials and color scheme of the proposed building, structure or improvement, the grading plan from the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. Under no circumstance shall prefabricated, manufactured, or modular homes or residences be approved for or constructed within the Plats. Dwelling will require at least 75% brick on the front, and a minimum of 36" brick wainscoting on each side and rear of home. Certain types of vinyl siding will be permitted to be used on the sides and rear of a residence provided the written approval of the Developer as to the quality and color of such vinyl siding is first obtained.

2.2 – ARCHITECTURAL STANDARDS, HARMONIOUS PLAN. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Graham Village as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of Graham Village taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community, and must show on the roof design a minimum of an 8/12 pitch. All external fireplace chases shall be brick unless the chase is internal to the structure, in which event the approved siding material used for the dwelling will be acceptable.

Architectural Committee is hereby established:

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| 1. Noel Graham, Sr. | 3. Noel Graham, III |
| 2. Noel Graham, Jr. | 4. Craig Bowie |

2.3 – LOCATION OF STRUCTURES. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front than 40' set back or street line or lines than the building set back lines as shown on the Plats, nor nearer to any side line or other rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling (provided all greater applicable zoning setbacks shall also be observed). This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and exclude porches, veranda, porte-cochere, and other similar projections of any dwelling.

2.4 – MAXIMUM HEIGHT. No structure constructed or erected within the Plat shall be greater than two (2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 – SWIMMING POOLS AND OTHER ABOVE-GROUND IMPROVEMENTS OR PROPERTY. Except for compatibly colored television receiving dishes, no greater than 24 inches in diameter, and located on residence so as to not be visible from the street, no aboveground swimming pools, radio or television receiving equipment, enclosures or other removable personal property of any kind shall be permitted, installed or maintained on any residential lot within the Subdivision.

2.6 – DRIVEWAYS AND SIDEWALKS. At the time of beginning construction each lot will have a temporary driveway of acceptable Ohio EPA standards installed in order to reduce soil erosion and keep the streets free of dirt and mud. Notwithstanding anything to the contrary contained in the Plat, the owner of each lot in the Plat shall be responsible for the installation of public sidewalks within the right-of-

way adjacent to any particular lot (which shall be placed through the driveway as appropriate) at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to do so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. The location and design of all driveways, if not now established, shall be determined by the Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway, which shall be concrete, shall be submitted to Developer and its approval thereof endorsed thereon in writing.

2.7 – BUILDING LINES AND LANDSCAPING. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 2.3 hereof, as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for purpose, shall be erected, placed or suffered to remain upon any residential lot, until the written consent of Developer shall have been first obtained therefore and shall be subject to the terms and conditions of said consent as its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

2.8 – ESTABLISHMENT OF GRADES. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any building or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Graham Village. Deviations from such established grades is strictly prohibited unless first approved by the Developer in writing.

2.9 – BASKETBALL BACKBOARDS. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards, whenever erected, shall first be approved by Developer in writing.

2.10 – MAILBOX AND/OR PAPER DELIVERY. The Developer shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of the residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary, with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 – FENCING. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any residential lot until the written consent of the Developer shall have been first obtained therefore, and 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. It is hereby stipulated a three-rail split rail treated hardwood fence is approved material for any fence. Wire fencing may be attached to any approved split rail fencing on the lot owner's side of the fence. Fences shall not be erected nearer to any street or rear lot line than the building setback line or lines shown on the Plat.

2.12 – CONSTRUCTION IN VIOLATION OF APPROVED PLAN. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, and erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof 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, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof, and Developer shall at any and all times have the right to enforce the same.

2.13 – POWER OF ATTORNEY. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designations, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by either one of the above-named Developers or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deeds on behalf of Developer shall be sufficient.

2.14 – Developer hereby establishes the GRAHAM VILLAGE HOMEOWNERS ASSOCIATION which shall consist of all of the owners of real estate located within GRAHAM VILLAGE. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title is in more than one (1) person, such co-owners acting jointly shall be entitled to one (1) vote. The association by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable, for the maintenance, conservation and beautification of this property, and for the health, comfort, safety and general welfare of the residents of said property, and all parts of said property at all times be maintained subject to such rules and regulations.

2.15 – Developer hereby grants to the GRAHAM VILLAGE HOMEOWNERS ASSOCIATION and the owners of real estate in GRAHAM VILLAGE the exclusive right to use of the parcel of land immediately east of lots eighteen (18) through twenty-one (21). Said use shall be for access only to the walking path that encircles the pond on the parcel. No person shall use or enter the pond at any time. There shall be no swimming, fishing or any unauthorized use of the parcel.

2.16 – All lots in GRAHAM VILLAGE shall be subject to a pond maintenance charge by the Developer (such assessment shall be on a per lot basis), payment to be made annually at the time of taking title to any lot (appropriately prorated) and then on the first day of January each calendar year for such calendar year commencing January 1, 2008. The Developer or his assigns shall have a lien perpetually upon all lots in GRAHAM VILLAGE to secure the payment of such maintenance charge within sixty (60) days of its due date.

In any event of said annual assessments are not paid when due, the Developer may, proceed by law to collect the amount then due by any remedy available in the Lucas County Court of Common Pleas and shall be entitled to recover and enforce against each of these lots a lien for its costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for the annual assessment for non-use of the pond parcel or by abandonment of his lot.

ARTICLE III

EASEMENTS

3.1 – RESERVATION OF EASEMENT RIGHTS. Developer reserves to itself, and to their successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of Graham Village, over, below or under all of the areas designed as “Utility or Drainage Easements”, or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lot from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which

may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility or Drainage Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.

ARTICLE IV

DURATION OF RESTRICTIONS, AMENDMENTS

4.1 – TERM. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer until the first day of January, 2026 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2 – AMENDMENTS. These covenants and restrictions may be amended or revoked by Developer unilaterally as long as Developer owns one (1) lot in Graham Village or with the approval of the then owners of not less than seventy-five percent (85%) of the residential lots in the Plat which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by the Developer, or by all necessary approving lot owners, as the case may be, with the formalities required by law.

ARTICLE V

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 – VIOLATIONS UNLAWFUL. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or recover damages for such violation or attempted violation.

5.2 – SAVING CLAUSE. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

5.3 – TRANSFERS SUBJECT TO RESTRICTIONS. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

5.4 – NOTICES. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer 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 at the address as first indicated above.

5.5 – NO WAIVER OF VIOLATIONS. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provision hereof, no matter how many violations or breaches may occur.

5.6 – WAIVER OF RESTRICTIONS BY DEVELOPER. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and

assigns, that if, in the opinion of the Developer, the shape dimensions, type of structure, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

5.7 PARAGRAPH HEADINGS. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

Kathleen F. Miller
Stephen Dren

DEVELOPERS:

Graham Development, Inc.

Noel E. Graham, Sr.
Noel E. Graham, Sr., President
Noel E. Graham, Jr.
Noel E. Graham, Jr., Vice President

WITNESSES:

Cynthia D. Deal
Patricia K. Stensloff

TRUSTEE:/OWNER

Port Lawrence Title and Trust Company, Trustee

Fred C. Meyer
Fred Meyer, Vice President
Karla Juergens
Karla Juergens, Vice President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 10th day of July, 2007, by Noel E. Graham, Sr. and Noel E. Graham, Jr. of Graham Development, Inc.

JAMES J. ZSIGRAY
Notary Public, State of Ohio
My Commission Expires 06-15-2010

[Signature]
Notary Public - State of Ohio

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 10th day of July, 2007, by Fred Meyer and Karla Juergens of Port Lawrence Title and Trust Company, an Ohio Corporation, on behalf of the Corporation.

Patricia K. Stensloff
Notary Public - State of Ohio