

EAGLE TRACE PLAT TWO

Received of The Toledo Edison Company, hereinafter referred to as "Grantee" the sum of \$1.00 and other good and valuable considerations, receipt of which is hereby acknowledged, on consideration of which

Mercurio Developers, Inc. does hereby grant, warrant and convey to the Grantee, its successors and assigns forever, the right and easement to construct at such depth as is desired by Grantee, relocate, operate, maintain, replace, repair and remove at this time or at such time or times as Grantee requires, underground cables and line or lines for the transmission and distribution of electrical energy thereunder, for any and all purposes for which electrical energy is now or may hereafter be used, together with all necessary conduits, cables, wires, surface structures, including but without limiting the foregoing, concrete pads, transformers, and all necessary fixtures, appliances and appurtenances thereto, in, through, under and upon the following described property:

The land to be used for easement purposes being the South four (4) feet of Lot 83; the Westerly four (4) feet of Lot 86; the South four (4) feet of Lot 88; the North ten (10) feet of the South fifteen (15) feet and the Easterly four (4) feet of the Westerly eight (8) feet of Lot 92; the North ten (10) feet of the South fifteen (15) feet and the East ten (10) feet of the West fifteen (15) feet of Lot 93; the East ten (10) feet of the West fifteen (15) feet and the South ten (10) feet of the North forty-nine (49) feet of the West five (5) feet of Lot 94; the West four (4) feet of Lot 100; the South ten (10) feet of the North fifteen (15) feet and the West five (5) feet of Lot 102; the South five (5) feet of Lot 103; the North four (4) feet of Lot 104; the East eight (8) feet of the West fifty (50) feet and the South four (4) feet of the East one hundred (100) feet of Lot 110; The East eight (8) feet of the West fifty (50) feet of Lot 111; the East eight (8) feet of the

(The description is continued on the reverse side hereof and incorporated by reference herein.)

Grantee shall also have the right of ingress and egress to exercise the rights granted in this easement to, from and upon said land by foot, motor vehicle and equipment with the temporary right of storage of excavation material above ground, and the further right to remove and keep free any obstacles from, over, under and along said underground cables and line or lines that in the judgment of Grantee will interfere with the rights granted by this easement and/or safety factors relating to said cables and line or lines. Grantor shall not erect any structures or place any material or do any mining, excavating or filling in, on or under said easement strip or remove earth adjacent thereto which will result in earth slipping away from said cables and line or lines. The Grantor, subject to the rights granted to the Grantee in this instrument, shall have the right to use said easement provided such use shall be exercised so as, in the sole judgment of the Grantee, not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee herein.

Microfiche #90-437-B05

Grantor herein acquired title by instrument recorded in Volume _____ at page _____ of _____ County Deed Records.

IN WITNESS WHEREOF, Grantor(s) has (have) executed this instrument this 20 day of MARCH 19 91.

Signed and acknowledged by each Grantor in the presence of:

Constance M. Gallows

Tommy J. Weaver

MERCURIO DEVELOPERS, INC.

(a Corporation)

By Joseph J. Mercurio

Its _____ President

Attest

Its _____ Secretary

STATE OF OHIO)
COUNTY OF Lucas) SS.

Before me, a notary public, in and for said county, personally appeared the above named JOSEPH J. MERCURIO who acknowledged that HE did sign the foregoing instrument, and that the same is HIS free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 20 day of March 19 91.

Constance M. Gallows
Notary Public

STATE OF OHIO)
COUNTY OF Lucas) SS.

Before me, a notary public, in and for said county and state, personally appeared JOSEPH J. MERCURIO President, and Mercurio Developers, Inc. the corporation which executed the foregoing instrument; who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign the said instrument as such officers, respectively, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said officers and said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 24 day of March 19 91.

306-5336-3037 82186 Rev. 3

Constance M. Gallows
Notary Public

West fifty (50) feet of Lots 113 and 114; the West five (5) feet of the North twenty (20) feet and the East four (4) feet of Lot 116; the East five (5) feet of the North twenty (20) feet and the West four (4) feet of Lot 117; the West five (5) feet of the North twenty (20) feet of Lot 118.

All the aforementioned lots being in Eagle Trace Plat 2, a Subdivision in the City of Sylvania, Lucas County, Ohio.

FILE
TOLEDO EDISON BOX

1140

RECEIVED & RECORDED

MAR 25 1991

SUE RIOUX

RECORDER, LUCAS COUNTY, OHIO

1140
Am

91 111009

ADOPTION OF "EAGLE TRACE PLAT TWO"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Eagle Trace Development Co., an Ohio General Partnership, hereinafter referred to as "DEVELOPER", this 17th day of November, 1989.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the City of Sylvania, Lucas County, Ohio, viz:

Lots Numbers Seventy-Nine (79) through One Hundred Eighteen (118)), both inclusive, in Eagle Trace Plat Two a Subdivision in the City of Sylvania, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "Eagle Trace Plat Two"; and,

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

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

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback lines, or lines shown upon the Plat of said subdivision, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which

said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded Plat of Eagle Trace Plat Two, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on said premises.

SECTION 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said Subdivision shall 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 said premises for walks (and drives if otherwise permitted), the planting of trees, or shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lot in Eagle Trace Plat Two, the front yard of said lot shall be sodded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be sodded from the front of the single family residence to the curb line and the side yard facing the dedicated public

street shall be sodded from the single family residence to the curb line. Any portion of the lot not built upon or not required to be sodded, as provided for herein, shall be seeded within said six (6) month period. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefore, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

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

SECTION 8. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone, telegraph and cable television poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under, over and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

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

SECTION 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold; either at wholesale or retail, upon said premises, no industry business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in

area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to becoming a nuisance to the owners or inhabitants of Eagle Trace Plat Two.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks [except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called] shall be parked, stored or suffered to remain upon said premises or in the streets within Eagle Trace Plat Two unless parked or stored within a garage on said premises out of view.

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

SECTION 14. All dwellings shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service. In addition, each dwelling must have sidewalks constructed by the contractor at the time the residence is built as prescribed by the City of Sylvania. In the event the contractor who constructs the single family residence on any lot or the owner of any lot fails to construct a sidewalk as prescribed by the City of Sylvania within the time period allowed by the City of Sylvania, then in that event, if Developer is compelled to construct said sidewalk at Developer's expense, the Developer shall have the right to record a lien against such lot by recording a document having the formalities of deed which sets forth the legal description of the lot, the present owner of record, and the amount expended by Developer for the construction of said sidewalk. The unpaid portion of such construction costs which is to be secured by the lien shall bear interest at the rate of twelve (12%) percent per annum from the date such lien is filed with the Lucas County Recorder until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Developer including court costs and attorneys fees incurred in collecting same. Such lien shall be subordinate to any institutional mortgages existing at the time of filing the lien. Furthermore, each builder of dwellings on any lots in Eagle Trace Plat Two shall comply with the site grading plan prescribed by the City of Sylvania. The City of Sylvania may determine that certain lots may require retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the City of Sylvania and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the City of Sylvania shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 15. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 16. Developer, subject to Section 14 above, reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

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

SECTION 18. The only type of fence which will be allowed to be constructed on any lot on Eagle Trace Plat Two is a three rail split-rail fence. The maximum height shall be forty-eight (48) inches above ground level to the top of the top-most rail. It will be permissible to affix "hog wire", or an equivalent wire mesh, to the split-rail fence. No chain-link, stockade, privacy or other type of fencing whatsoever shall be permitted in Eagle Trace Plat Two.

SECTION 19. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and removed, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

SECTION 20. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 21. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 22. Whenever any of the foregoing covenants, reservation, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or his assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

ARTICLE TWO

SECTION 1. Developer retains the right to manage, repair, replace and otherwise deal with all common area landscaping, identification signage and other types of signage, fencing originally installed by Developer, monuments, lighting, utilities and any and all such other common improvements as may be installed by Developer. Each lot in Eagle Trace Plat Two shall be liable for an annual assessment. The assessment shall be \$100.00 Dollars per lot for the calendar year 1989. For subsequent calendar years, the \$100.00 Dollars per lot assessment may be increased by Developer in an amount not to exceed the increase, if any, in the Consumer Price Index All Urban Consumers United States Average All Items 1967=100 Revised, for the twelve (12) month period which ends on August 31st of the calendar year which precedes the calendar year for which the increased assessment is to be calculated. Any lots sold by the Developer prior to January 1, 1989, shall be liable, at closing, for the \$100.00 Dollar annual assessment for calendar year 1989 which shall be due and payable at the time of the closing. Any lots in Eagle Trace Plat Two sold subsequent to January 1, 1989 shall be liable, on a pro-rata basis, for the balance of the assessment due for the calendar year in which said lot or lots are sold. Developer shall not be liable for payment of any assessment for any lots in Eagle Trace Plat Two. In the event annual assessments are not paid by January 31st of each calendar year, then in that event, Developer shall have the right to record a lien against such lot by recording a document having the formalities of a Deed which sets forth the legal description of the lot, the present owner of record, and the amount of the assessment due. The unpaid portion of the assessment which is to be secured by the lien shall bear interest at the rate of twelve (12%) percent per annum from the date such lien is filed with the Lucas County Recorder until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Developer including court costs and attorneys fees incurred in collecting same. Such lien shall be subordinate to the lien of any institutional mortgages existing at the time of filing the lien. Proceeds from the assessments shall also be used for court costs, attorneys fees and other costs incurred incidental to the enforcement of this Declaration of Restrictions. Developer shall be entitled to a management fee in the amount of fifteen (15%) percent of all expenses incurred which are paid out of the fund created by the collection of the aforementioned assessment is insufficient to pay the costs incurred and the management, maintenance and repair of the aforementioned common areas and other costs incurred in collecting assessments or enforcing the Declaration of Restrictions, developer shall have the right, but not the obligation, to lend to the fund sufficient funds to cover the deficit. Such loans shall not bear interest but shall be a charge upon future collections into the assessment fund and at such time as sufficient funds are available to reimburse Developer, such funds will be distributed to Developer in reimbursement of such non-interest bearing loans. If a surplus is created due to the collection of the aforementioned assessments, then in that event such surplus shall be paid over to the Eagle Trace Homeowners Association to be formed in accordance with SECTION 2 below. However, nothing contained herein, shall require the Developer to render an accounting of income

and expenses to the owners of lots in Eagle Trace Plat Two except as may be required by law. Developer is also the owner of, has the right to acquire, or may acquire in the future, land adjacent to Eagle Trace Plat Two or in the immediate vicinity of Eagle Trace Plat Two. In the event all or any portion of said land is later developed by Developer or its successors or assigns, or any of the entities which make up the "Developer", then in that event, the owners of lots, parcels, condominiums, homes, or cluster homes, or any other structure used for residential purposes may become members of the Eagle Trace Homeowners Association provided for below and if they become members, shall be subject to all rules and regulations and assessments, as provided for herein.

SECTION 2. Upon the completion, sale and occupancy of all lots in the Eagle Trace Development, including Plat Two and such additional Plats on adjacent land or land in the Vicinity of Eagle Trace Plat Two which will collectively comprise the Eagle trace Development, or as such earlier date as Developer in its sole discretion shall determine, Developer may cause to be incorporated a nonprofit corporation under the laws of the State of Ohio, to be called the "Eagle Trace Homeowners Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Until such Association is formed, Developer shall retain all the rights, privileges and powers as are herein provided. Developer reserved the right to incorporate one (1) nonprofit corporation under the laws of the State of Ohio for a Homeowners Association made up of all single family homeowners in the entire Eagle Trace Development. In such event the membership and voting rules set forth above and below in Article Three shall apply to all single family Plats of Eagle Trace which exist at the time the Association is formed and also to future single family Plats in the Eagle Trace Development.

SECTION 3. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

SECTION 4. Developer, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with the rights privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

SECTION 1. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared

and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors and/or assigns, or the Association, or its agents shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

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

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

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

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

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

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

IN WITNESS WHEREOF, Eagle Trace Development Co., an Ohio General Partnership, has caused this Declaration to be signed on the day and year first above written.

WITNESSES:

Jeannette E. Gorman
Karen Inigo

Eagle Trace Development Co.,
an Ohio General Partnership

By: EAGLE TRACE DEVELOPMENT CO., INC.
an Ohio Corporation, Partner

By: Paul T. Avery
Paul T. Avery, President

By: Thomas L. Schlachter
Thomas L. Schlachter, Secretary

By: UNITED HOME VENTURES, INC.,
an Ohio Corporation, Partner

By: Jerrold L. Esterline
Jerrold L. Esterline, President

By: Ralph C. Kunze
Ralph C. Kunze, Secretary

Mary A. Benelli
Janet M. Byrd

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 17th day of November, 1989, by PAUL T. AVERY and THOMAS L. SCHLACHTER, President and Secretary, respectively, of Eagle Trace Development Co., Inc., an Ohio Corporation and by JERROLD L. ESTERLINE and RALPH C. KUNZE, President and Secretary, respectively, of United Home Ventures, Inc., an Ohio Corporation, being all of the general partners of Eagle Trace Development Co., an Ohio General Partnership, on behalf of said partnership.

Janet M. Byrd
NOTARY PUBLIC JANET M. BYRD
Notary Public, State of Ohio
My Commission Expires March 10, 1993

ADOPTION OF DECLARATION OF RESTRICTIONS BY TRUSTEE

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee, which is acting as Trustee for Eagle Trace Development Co. and holds legal title to Eagle Trace Plat Two, hereby adopts the foregoing Declaration of Restrictions and by the execution hereof imposes said Declaration of Restrictions upon Eagle Trace Plat Two.

WITNESSES:

Sherril B. Martens
David A. Marker

LOUISVILLE TITLE AGENCY
FOR N.W. OHIO, INC., TRUSTEE

by: John W. Martin
JOHN W. MARTIN, Vice President
by: David A. Marker
DAVID A. MARKER, Treasurer

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 20th day of November, 1989 by John W. Martin, Vice President and David A. Marker, Treasurer of Louisville Title Agency for N.W. Ohio, Inc., as Trustee, on behalf of said corporation.

Sherril B. Martens
NOTARY PUBLIC
SHERRIL B. MARTENS
Notary Public, State of Ohio
My Commission Expires Feb. 13, 1994