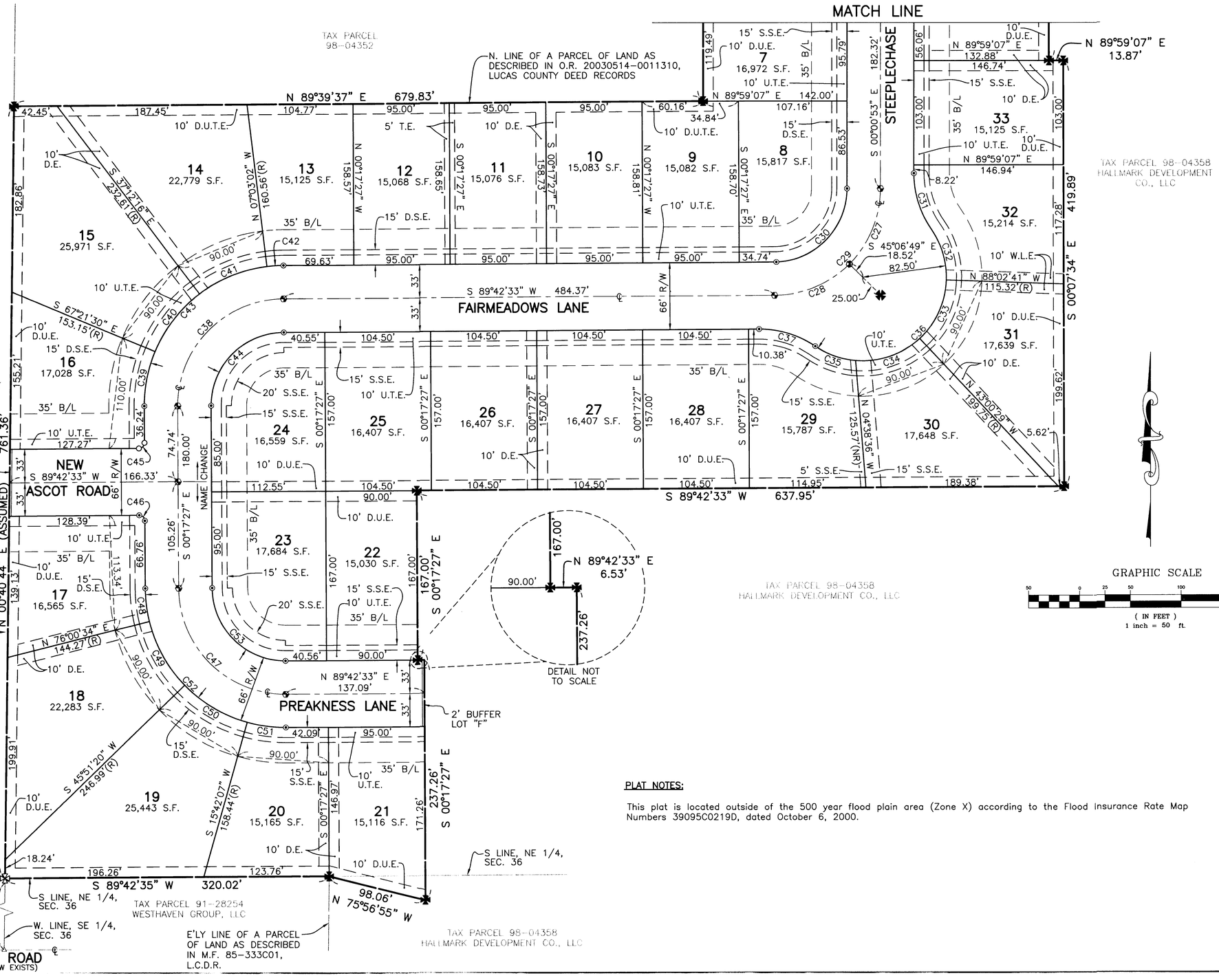
Steeplechase at Whitehouse Plat One

20040209-0009245
Pages: 3 Fee: $258.00
02/09/2004 10:04:41 AM
T200400009409
Sue Rioux
Lucas County Recorder PLAT

VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

TOLEDO EDISON UNDERGROUND UTILITY EASEMENT

We, Hallmark Development Co., LLC, Owners of the hereon platted land, do hereby grant unto The Toledo Edison Company, their successors and assigns (hereinafter referred to as the Grantee) a non-exclusive, permanent right-of-way and easement ten (10) feet in width under, over and through all lots and all land shown hereon; said easement being described as parallel with and contiguous to all street lines, to construct, place, operate, maintain, repair, reconstruct and relocate such underground electric cables, ducts, conduits, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the Grantees for distributing and transmitting electricity, for public and private use of such locations as Grantees may determine, upon, within and across the easement premises. Said easement rights shall include the right, without liability therefore to remove trees and landscaping including lawns within said easement premise which may interfere with the installation, maintenance, repair, or operation of electric current and with the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant. All lots and all lands shall be restricted to underground utility service.



CURVE DATA						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	150.00'	61.97'	31.43'	61.53'	N 11°51'02" W	23°40'18"
C2	193.00'	24.52'	12.28'	24.51'	N 20°18'20" W	7°16'50"
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C5	107.00'	43.33'	21.97'	43.04'	N 11°37'00" W	23°12'14"
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C12	197.00'	3.82'	1.91'	3.82'	N 00°34'12" W	1°06'37"
C13	197.00'	26.11'	13.08'	26.09'	N 03°48'44" W	7°35'40"
C14	50.00'	6.63'	3.32'	6.62'	S 03°46'57" W	7°35'41"
C15	500.00'	55.95'	28.00'	55.92'	N 03°11'27" E	6°24'41"
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C32	82.50'	52.84'	27.36'	51.94'	N 16°23'32" W	36°41'43"
C33	82.50'	64.85'	34.20'	63.19'	N 24°28'25" E	45°02'12"
C34	82.50'	68.96'	36.64'	66.97'	N 70°56'14" E	47°53'25"
C35	82.50'	42.68'	21.83'	42.21'	S 70°17'49" E	29°38'29"
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LEGEND

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- FOUND CONCRETE MONUMENT
- △ FOUND P.K. NAIL
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L.C.D.R. = LUCAS COUNTY DEED RECORDS
T.E. = TOLEDO EDISON EASEMENT
D.U.T.E. = DRAINAGE UTILITY & TOLEDO EDISON EASEMENT

PLAT NOTES:

This plat is located outside of the 500 year flood plain area (Zone X) according to the Flood Insurance Rate Map Numbers 39095C0219D, dated October 6, 2000.

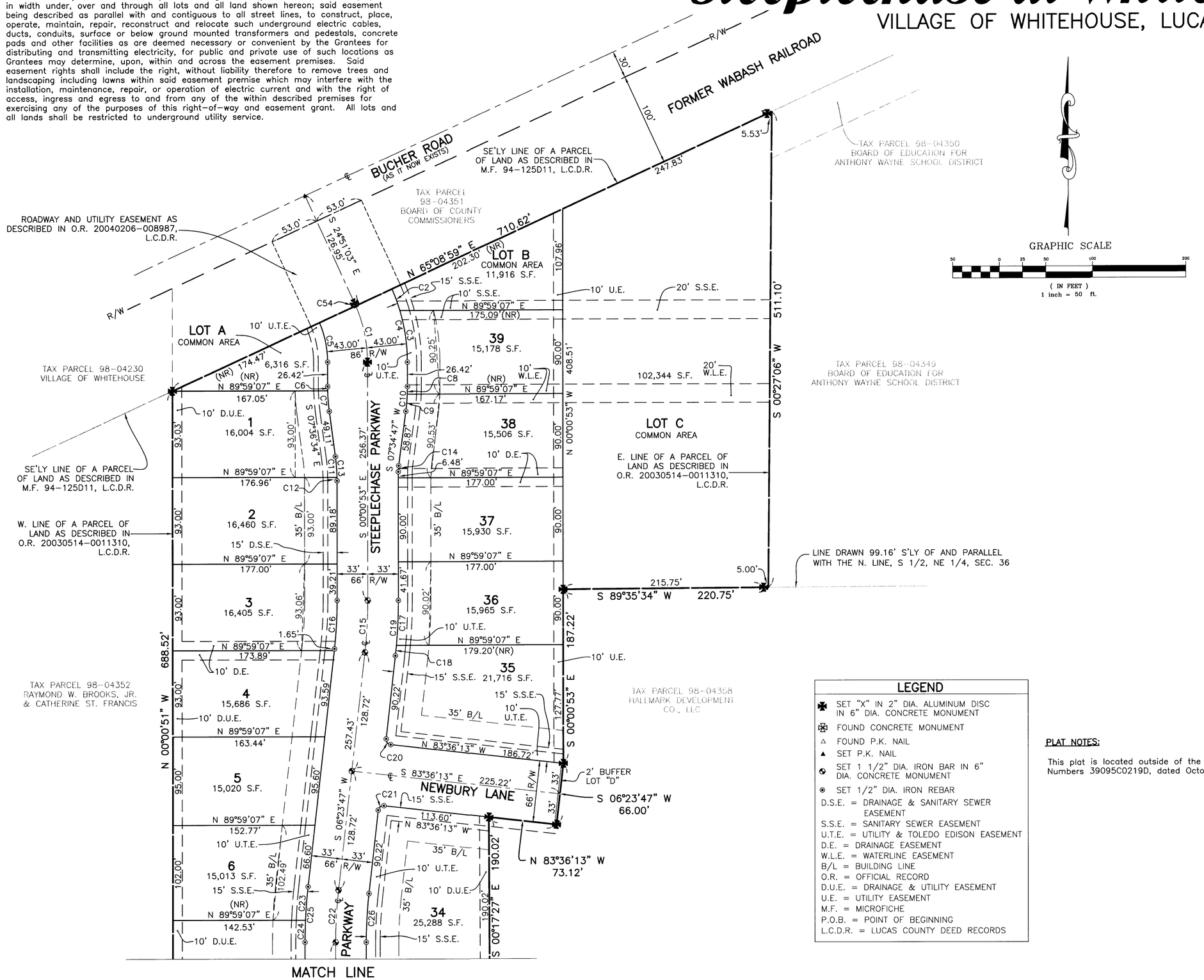
Feller Finch & Associates, Inc.
Engineers · Surveyors
1683 Woodlands Drive P.O. Box 68 Maumee, Ohio 43537-0068
Phone: (419)893-3680
Fax: (419)893-2982

Steeplechase at Whitehouse Plat One

VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

TOLEDO EDISON UNDERGROUND UTILITY EASEMENT

We, Hallmark Development Co. LLC, Owners of the hereon platted land, do hereby grant unto The Toledo Edison Company, their successors and assigns (hereinafter referred to as the Grantee) a non–exclusive, permanent right–of–way and easement ten (10) feet in width under, over and through all lots and all land shown hereon; said easement being described as parallel with and contiguous to all street lines, to construct, place, operate, maintain, repair, reconstruct and relocate such underground electric cables, ducts, conduits, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the Grantees for distributing and transmitting electricity, for public and private use of such locations as Grantees may determine, upon, within and across the easement premises. Said easement rights shall include the right, without liability therefore to remove trees and landscaping including lawns within said easement premise which may interfere with the installation, maintenance, repair, or operation of electric current and with the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right–of–way and easement grant. All lots and all lands shall be restricted to underground utility service.



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LEGEND

- SET "X" IN 2" DIA. ALUMINUM DISC IN 6" DIA. CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- △ FOUND P.K. NAIL
- ▲ SET P.K. NAIL
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PLAT NOTES:

This plat is located outside of the 500 year flood plain area (Zone X) according to the Flood Insurance Rate Map Numbers 39095C0219D, dated October 6, 2000.

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Engineers · Surveyors
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Phone: (419)893-3680
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Y:\raw10\E04233\4233PP1.dwg, PLAT ONE (VIEW 2), 2/9/2004 8:29:33 AM, rspain

Steeplechase at Whitehouse Plat One

VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

LEGAL DESCRIPTION:

A parcel of land being part of the Northeast quarter (1/4) of Section thirty-six (36), and also being part of the Southeast quarter (1/4) of Section thirty-six (36), all in Town seven (7) North, Range nine (9) East, in the Village of Whitehouse, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the West line of said Northeast quarter (1/4) of Section thirty-six (36), with the South line of said Northeast quarter (1/4) of Section thirty-six (36), said point of intersection being marked with a found brass plate in a concrete monument;

thence in a northerly direction, along said West line of the Northeast quarter (1/4) of Section thirty-six (36), having an assumed bearing of North zero (00) degrees, forty (40) minutes, forty-four (44) seconds East, a distance of seven hundred sixty-one and thirty-six hundredths (761.36') feet to the intersection of the North line of a parcel of land as described in Official Record 20030514-0011310, Lucas County Deed Records, said point of intersection being marked with a set concrete monument;

thence North eighty-nine (89) degrees, thirty-nine (39) minutes, thirty-seven (37) seconds East along said North line of a parcel of land as described in Official Record 20030514-0011310, Lucas County Deed Records, a distance of six hundred seventy-nine and eighty-three hundredths (679.83') feet to the intersection of the West line of said parcel of land as described in Official Record 20030514-0011310, Lucas County Deed Records, said point of intersection being marked with a set concrete monument;

thence North zero (00) degrees, zero (00) minutes, fifty-one (51) seconds West along said West line of a parcel of land as described in Official Record 20030514-0011310, Lucas County Deed Records, a distance of six hundred eighty-eight and fifty-two hundredths (688.52') feet to the intersection of the southeasterly line of a parcel of land as described in Microfiche 94-125D11, Lucas County Deed Records, said parcel of land as described in Microfiche 94-125D11, Lucas County Deed Records also being the former Wabash Railroad, said point of intersection being marked with a set concrete monument;

thence North sixty-five (65) degrees, eight (08) minutes, fifty-nine (59) seconds East along said southeasterly line of a parcel of land as described in Microfiche 94-125D11, Lucas County Deed Records, passing through a set concrete monument at a distance of seven hundred five and nine hundredths (705.09') feet, a distance of seven hundred ten and sixty-two hundredths (710.62') feet to the intersection of the East line of said parcel of land as described in Official Record 20030514-0011310, Lucas County Deed Records;

thence South zero (00) degrees, twenty-seven (27) minutes, six (06) seconds West along said East line of a parcel of land as described in Official Record 20030514-0011310, Lucas County Deed Records, a distance of five hundred eleven and ten hundredths (511.10') feet to the intersection of a line drawn ninety-nine and sixteen hundredths (99.16') feet southerly of and parallel with the North line of the South half (1/2) of said Northeast quarter (1/4) of Section thirty-six (36);

thence South eighty-nine (89) degrees, thirty-five (35) minutes, thirty-four (34) seconds West along said line drawn ninety-nine and sixteen hundredths (99.16') feet southerly of and parallel with the North line of the South half (1/2) of the Northeast quarter (1/4) of Section thirty-six (36), passing through a set concrete monument at a distance of five and zero hundredths (5.00') feet, a distance of two hundred twenty and seventy-five hundredths (220.75') feet to a point, said point being marked with a set concrete monument;

thence South zero (00) degrees, zero (00) minutes, fifty-three (53) seconds East along a line, a distance of one hundred eighty-seven and twenty-two hundredths (187.22') feet to a point, said point being marked with a set concrete monument;

thence South six (06) degrees, twenty-three (23) minutes, forty-seven (47) seconds West along a line, a distance of sixty-six and zero hundredths (66.00') feet to a point, said point being marked with a set concrete monument;

thence North eighty-three (83) degrees, thirty-six (36) minutes, thirteen (13) seconds West along a line, a distance of seventy-three and twelve hundredths (73.12') feet to a point, said point being marked with a set concrete monument;

thence South zero (00) degrees, seventeen (17) minutes, twenty-seven (27) seconds East along a line, a distance of one hundred ninety and two hundredths (190.02') feet to a point, said point being marked with a set concrete monument;

thence North eighty-nine (89) degrees, fifty-nine (59) minutes, seven (07) seconds East along a line, a distance of thirteen and eighty-seven hundredths (13.87') feet to a point, said point being marked with a set concrete monument;

thence South zero (00) degrees, seven (07) minutes, thirty-four (34) seconds East along a line, a distance of four hundred nineteen and eighty-nine hundredths (419.89') feet to a point, said point being marked with a set concrete monument;

thence South eighty-nine (89) degrees, forty-two (42) minutes, thirty-three (33) seconds West along a line, a distance of six hundred thirty-seven and ninety-five hundredths (637.95') feet to a point, said point being marked with a set concrete monument;

thence South zero (00) degrees, seventeen (17) minutes, twenty-seven (27) seconds East along a line, a distance of one hundred sixty-seven and zero hundredths (167.00') feet to a point, said point being marked with a set concrete monument;

thence North eighty-nine (89) degrees, forty-two (42) minutes, thirty-three (33) seconds East along a line, a distance of six and fifty-three hundredths (6.53') feet to a point, said point being marked with a set concrete monument;

thence South zero (00) degrees, seventeen (17) minutes, twenty-seven (27) seconds East along a line, a distance of two hundred thirty-seven and twenty-six hundredths (237.26') feet to a point, said point being marked with a set concrete monument;

thence North seventy-five (75) degrees, fifty-six (56) minutes, fifty-five (55) seconds West along a line, a distance of ninety-eight and six (98.06') feet to the intersection of said South line of the Northeast quarter (1/4) of Section thirty-six (36), said point of intersection also being the intersection of the East line of a parcel of land as described in Microfiche 85-333C01, Lucas County Deed Records, said point of intersection being marked with a set concrete monument;

thence South eighty-nine (89) degrees, forty-two (42) minutes, thirty-five (35) seconds West along said South line of the Northeast quarter (1/4) of Section thirty-six (36), a distance of three hundred twenty and two hundredths (320.02') feet to the Point of Beginning.

Said parcel of land containing an area of 966,897 sq. ft., or 22.197 acres of land, more or less, all within Tax Parcel No. 98-04358.

LEGAL DESCRIPTION: (CONTINUED)

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

Said set concrete monuments being 6" in diameter and 30" in length with a 2" aluminum cap, the aluminum cap being stamped Feller, Finch & Assoc., Inc.

The above description is based on a survey performed under my supervision during June, 2003.

Prior Deed Reference is Official Record 20030514-0011310, Lucas County Deed Records.

SURVEYORS CERTIFICATE:

We hereby certify that during June, 2003, we surveyed the property hereon described, subdividing the same into lots numbered 1 to 39, inclusive, Lots A, B and C and Buffer Lots D, E and F. Distances are given in feet and decimal parts thereof. Concrete monuments marked thus ✠, have been set either at each change in direction of the boundary of the plat or on offsets and referenced thereto. Iron rebar has been set at all points marked thus ⊙. Additional monuments marked thus ✪, are to be set after the street improvements have been made.

FELLER, FINCH & ASSOCIATES, INC.

STATE OF OHIO — DUANE E. HECK 7432 — REGISTERED SURVEYOR

11/28/03

Duane E. Heck, P.S.
Registered Surveyor No. 7432

MORTGAGEE'S RELEASE AND CONSENT:

The undersigned, Fifth Third Bank, as the holder of a mortgage encumbering the property shown and described on the within plat, does hereby waive the priority of the lien of its mortgage; consent to the filing of this plat; and subject its mortgage to the provisions of this plat.

Witness: Fifth Third Bank

Jack F. Johnson
Jack F. Johnson

Debby S. Curry
Debby S. Curry

Jon Ahlberg, Assistant Vice President

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 1ST day of December, 2003 by Jon Ahlberg, Assistant Vice President, Fifth Third Bank, on behalf of the corporation.

NOTARIAL SEAL — STATE OF OHIO

Debby S. Curry
Notary Public

June 2, 2008
My commission expires on

COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

This plat is hereby accepted and approved by Village Council this 2nd day of December, 2003.

Clerk of the Village of Whitehouse, Ohio

Mayor of the Village of Whitehouse, Ohio

WHITEHOUSE PLANNING COMMISSION

We hereby certify that this plat is approved by the Whitehouse Planning Commission in accordance with the Subdivision Rules & Regulations for Whitehouse, Ohio.

Signed this 1st day of December, 2003.

Chairman

Secretary

OPEN SPACE NOTE:

The tax liability for the open space lots within this subdivision shall be shared equally with all of the lot owners in this subdivision.

OWNERS CERTIFICATION:

The undersigned, as owner of the property hereon described, hereby adopt this subdivision as shown on this plat, establish setback lines as shown and dedicate to public use the streets and rights-of-way as shown, except buffer lots which are dedicated on the condition that the abutting right-of-way dedication is extended or widened beyond said buffer lots. We do hereby establish easements as shown hereon for the purpose of permitting the construction, installation, relocation and maintenance of public and quasi-public utility facilities thereon. Maintenance shall include the right to remove any branches or other growth or obstructions that might interfere with the construction, maintenance or safe operation of utility lines, sewer lines or drainage facilities. We further certify that we will improve the subdivision with the following installations; Pavement, Storm Sewers, Sanitary Sewers, Watermains and Sidewalks as shown on the approved plans of this subdivision.

IN WITNESS WHEREOF, the undersigned has caused this Plat to be executed on its behalf by its duly authorized representatives this 1ST day of December, 2003.

Witness:

Debby S. Curry
Debby S. Curry

Connie Gartee
CONNIE GARTEE

Hallmark Development Company, LLC

Donald D. Flenner, Jr., PRES.
Donald D. Flenner, Jr., President

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

On this 1ST day of December, 2003, before me appeared Donald D Flenner

and acknowledged the signing of this plat to be of their free act and deed for the purpose hereon mentioned. Witness my hand and seal the day and year written above.

NOTARIAL SEAL — STATE OF OHIO

Debby S. Curry
Notary Public in and for Lucas County, Ohio

June 2, 2008
My commission expires on

OFFICE OF THE LUCAS COUNTY TAX MAP DEPARTMENT APPROVAL

Ownership of the property comprising this plat is correctly shown.

2-9-04
Lucas County Tax Map Department

OFFICE OF THE LUCAS COUNTY AUDITOR APPROVAL

This plat has been submitted for the purpose of appraisement this 9th day of February, 2004

Lucas County Auditor

OFFICE OF THE LUCAS COUNTY RECORDER APPROVAL

Received for record this 9th day of FEBRUARY, 2004

Lucas County Recorder

VILLAGE ADMINISTRATOR WHITEHOUSE, OHIO:

I find that the streets shown on this plat have been constructed in accordance with the specifications shown hereon and are in good repair and said streets are hereby accepted for public use pursuant to Ohio Revised Code, Section 711.091.

Randy J. Bates
Village Administrator

GENERAL CONTRACTOR NOTE:

The general contractor who constructs the dwelling on each lot shall provide five (5) foot sidewalks along all street frontage within the subdivision. The sidewalks will be four (4) inches in depth, except at drives, where six (6) inch depth will be provided for the full width of the drive. It is the duty of each lot owner, at his own expense, to keep and maintain the sidewalks adjacent to his lot in a good and sufficient manner and to clear the aforesaid sidewalk of snow, ice, dirt and any other debris within twenty-four (24) hours after such deposit, and the owner shall indemnify and hold the Village or County harmless from any liability to any person for his neglect, failure or refusal in performing such duty.

Feller Finch & Associates, Inc.
Engineers · Surveyors
1683 Woodlands Drive P.O. Box 68 Maumee, Ohio 43537-0068
Phone: (419)893-3680
Fax: (419)893-2982

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DECLARATION OF RESTRICTIONS
AS TO
STEEPLECHASE AT WHITEHOUSE PLAT ONE
A SUBDIVISION IN THE VILLAGE OF WHITEHOUSE
LUCAS COUNTY, OHIO

WHEREAS, Hallmark Development Co., LLC, an Ohio limited liability company ("Developer") is the owner in fee simple of the following described real estate ("subject property" and "Steeplechase at Whitehouse Plat One"):

> Lots Nos. 1-39, inclusive, Lots A, B and C, and Buffer Lots D, E and F in Steeplechase at Whitehouse Plat One, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, as per plat thereof recorded on February 9, 2004, by Instrument Number 200402090009245 of the Lucas County, Ohio Plat Records.

WHEREAS, Steeplechase at Whitehouse Plat One shall be hereinafter sometimes referred to as "Steeplechase" and the term "Steeplechase" shall also hereinafter sometimes be used to refer generally to Developer's Steeplechase project.

WHEREAS, Developer, for itself and its successors and assigns, desires to establish a general plan for the development, improvement and use of the subject property as a first-class, high quality residential subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the subject property which will make the lots in the subject property more attractive for residential purposes and will protect present and future owners of the lots in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer is the owner of other lands ("Adjacent Property") immediately adjacent and contiguous to the subject property; Developer intends to provide for the development thereon of a subsequent plat or plats as an extension of Steeplechase at Whitehouse Plat One in accordance with the general plan for the development of Steeplechase; and Developer reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any subsequent plat(s) which are in all respects similar to the restrictions on Steeplechase at Whitehouse Plat One and which will make the lands in such subsequent plat(s) more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer may purchase additional lands in the vicinity of the subject property ("Additional Property") which Developer may desire to develop as an extension of and in conjunction with the development of Steeplechase and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as provided herein; and Developer reserves the right to extend the benefits and burdens created by this Declaration to any such lands which may hereafter be acquired by Developer and developed in conjunction with the development of Steeplechase at Whitehouse Plat One and any subsequent plat(s).

WHEREAS, Developer may exercise the above-mentioned reserved rights by filing consecutively numbered plat(s) of Steeplechase together with supplemental declaration(s) of restrictions subjecting such subsequent plat(s) to this Declaration.

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of the subject property, Developer, for the benefit of Developer and all future owners of all or any part of the subject property, do hereby declare and stipulate that the subject property and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land:

ARTICLE 1
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of Steeplechase at Whitehouse Plat One, as the same may be hereafter combined and/or subdivided, shall be referred to herein as "residential lots" or "lots." No one-story housing structure on any residential lot shall contain less than 1,900 square feet of living area, and no two-story housing structure on any residential lot shall contain less than 2,200 square feet of living area. In all cases, square footage shall be measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms (unless fully enclosed with electricity, heating and air conditioning) and garages. All housing structures shall have a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Maintenance of Lots. Prior to completion of construction of a residence dwelling on each lot, the owner thereof shall be responsible for grass mowing and weed cutting not less than one time per month, and (subject to Section 1.15 hereof) clearing of unsightly debris from such lot whenever necessary. In the event that the owner fails to perform such maintenance obligations, the Developer at its option, upon ten (10) days' prior written notice to the owner, may cause such maintenance obligations to be performed on behalf of the owner and invoice the owner for such work. If the lot owner does not pay the full amount of such invoice to the Developer within thirty (30) days after receipt thereof, a "Notice of Lien" in the same general form as contained in Section 5.1 hereof may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio.

The Developer and its successors and assigns may, when and as often as such delinquencies occur in the performance and payment of lot owners' obligations under this Section 1.2, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, the Developer shall also be entitled to recover and have and enforce against such residential lot a lien in judgment for its attorney fees and other resulting costs and expenses. No owner may waive or otherwise escape liability for the maintenance obligations provided for herein by non-use or abandonment of such owner's lot. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect this lien or relieve such lot from the maintenance liabilities described herein; provided, however, that the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the within-described lien as to payments which became due prior to such sale or transfer.

1.3 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 structure shall be erected or placed thereon, so that the same may conform to the general plan for the development and use of Steeplechase. Any deviation of 12 inches or more is strictly prohibited unless approved by the Developer in accordance with Article 3 hereof.

1.4 Location of Structures. No dwelling, structure or any part thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the recorded plat 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 for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lot lines shall apply to and include porches, verandas, portecochere and other similar projections of said dwelling.

1.5 Completion of Structures. Lot owners shall commence construction of a home on a lot within two (2) years after receiving title to the lot, and all structures must be completed within one (1) year following the commencement of construction. 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 3 hereof.

In the event that a lot owner fails to commence construction within the two (2) year period described in this Section 1.5, Developer shall have the right and option, upon written notice to the lot owner to purchase and reacquire the lot from the lot owner, for a cash amount equal to the sale price when the lot was originally sold by Developer to the lot owner.

1.6 Maximum Height. No structure constructed or erected within the subdivision shall be greater than two and one-half (2-1/2) stories nor more than thirty-five (35) feet in height above the main (first) floor level, unless otherwise approved in accordance with Article 3 hereof.

1.7 Driveways. All driveways, including turnarounds, shall be asphalt or concrete, and shall be approved by Developer in writing at the time of approval of the Plans for a residential dwelling.

1.8 Swimming Pools. No above-ground swimming pool shall be installed on any lot. No hot tub, spa or in-ground swimming pool shall be installed in Steeplechase, except in accordance with Article 3 hereof.

1.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any dwelling or garage, and all basketball backboards wherever erected shall be approved by Developer before installation in accordance with Article 3 hereof. The only basketball backboard acceptable will have a glass backboard with a pole painted the same color as the residence and no pads of bright colors will be allowed on the pole.

1.10 Lawn and Yard Requirements; Irrigation. The front, rear and side yards of all residential dwellings shall be sodded or hydro-seeded. Under no circumstances shall straw of any kind be used or placed upon any lot. No portion of any lot in Steeplechase, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat, shall be used

for any purpose other than that of a lawn. However, nothing herein contained shall be construed as preventing the use of such portion of any lot for sidewalks, privacy 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 the lot. Further, no vegetables or grains of the ordinary garden or field variety shall be grown upon any lot, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain upon a lot.

Underground irrigation systems shall be required to be installed and maintained in the front yards of all residential dwellings in Steeplechase.

1.11 Street Trees. Street trees shall be installed on each residential lot in Steeplechase as required by the ordinances of the Village of Whitehouse. The plan for the installation of such street trees shall be included within the Plans to be approved by the Developer in accordance with Article 3 hereof.

1.12 Fencing. No fence, hedge, wall, gazebo, deck or enclosure of any kind shall be erected, placed or suffered to remain upon any lot unless the written approval of the Developer shall have been first obtained in accordance with Article 3 hereof, and any such fence, hedge, wall or enclosure shall be subject to the terms and conditions of said approval as to its type, height, width, color, upkeep and any general conditions pertaining thereto. Wire fencing may be attached to split rail fencing on the property owners' side of the fence with Article 3 approval. Fences shall not be erected nearer to any street than the rear building line or lines unless approved pursuant to Article 3.

1.13 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace them when necessary with a mailbox and/or paper delivery box of similar type, appearance and quality.

1.14 Dryers, Yard Equipment. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

1.15 General Use Restrictions. No building or structure shall be erected and no portion of any lot shall be used for any use or purpose other than single-family residential purposes. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any residential lot. No noxious, offensive or unreasonably disturbing activities shall be carried on in any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance. No well or pump for gas, water, oil or any other substance shall be erected, placed or maintained on any of the residential lots other than a well for water for irrigation of lawn and landscaping purposes which shall first have been approved by the Developer as provided under Article 3 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 lot, building materials to be used in the construction of such structure may be stored thereon, provided

that any building materials not incorporated into a structure within ninety (90) days after delivery to such lot shall be removed therefrom.

1.16 Satellite Dishes. No tower, antenna, satellite dish or similar receiving or transmitting device shall be permitted on any residential lot; provided, however, that satellite dishes of twenty-four (24) inches or less in diameter shall be permitted if approved under Article 3 hereof.

1.17 Pets. Other than two (2) dogs, two (2) cats and/or two (2) birds, all of which shall be suitably maintained and housed within a residential dwelling, subject to rules and regulations adopted by the Developer, no animals of any kind may be kept or maintained on any residential lot. Notwithstanding anything else contained herein, no animal of any sort may 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 subdivision in accordance with such rules and regulations as may be adopted by the Developer.

1.18 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, 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.

1.19 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision 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 3 hereof, unless otherwise approved by the Architectural Control Committee. No truck, boat, bus, tent, mobile home, trailer or other similar device shall be stored on any residential lot in the subdivision. 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.

ARTICLE 2
COMMON AREAS

2.1 Description and Use of Common Areas. Steeplechase includes certain areas designated for the common use and enjoyment of residential lot owners (the "Common Areas"), including but not limited to Lots A, B and C on Steeplechase at Whitehouse Plat One, those other areas designated as Common Areas, if any, in Steeplechase at Whitehouse Plat One, and those areas designated as Common Areas on any other recorded plat(s) of Steeplechase. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use and enjoy the Common Areas at Steeplechase for purposes incident to the use, occupancy and enjoyment of such member's residential lot as a place of residence and other incidental uses. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association.

2.2 Lot C. Lot C, as shown on Steeplechase at Whitehouse Plat One, is designated as part of the Common Areas. However, each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use and enjoy Lot C in Steeplechase at Whitehouse Plat One in common with the Anthony Wayne School District (or its affiliate or designee) (the "School District"), for purposes of storm water drainage and retention and related uses. All residential lot owners, as well as the School District, shall use Lot C only in such manner as will not restrict, interfere with or impede the use thereof by the other owners/users who are the beneficiaries of the non-exclusive right and easement set forth herein. In addition, Lot C is subject to other specific provisions, as set forth in Section 2.4 hereof.

2.3 Cul-De-Sac Islands. The islands at the end of the cul-de-sacs in Steeplechase, although located within the public right-of-way, are intended to be treated as if such islands are part of the Common Areas. Said islands shall include landscaping and grass. The landscaping and grass shall be maintained, repaired and replaced, from time to time, by the Developer, its successors and assigns.

2.4 Buffer Lots. Buffer lots D, E and F, as shown on the plat of Steeplechase at Whitehouse Plat One, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer lots D, E and F until such time as the abutting right-of-way dedication is extended or widened beyond said buffer lots.

2.5 Conveyance of Common Areas. The Developer and its successors and assigns shall have the right, at any time and from time to time, to convey fee simple title to the Common Areas to the Association (as hereinafter defined), and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose. Notwithstanding anything else contained herein, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any Common Area unless and until the Developer, its successors and assigns, shall convey such Common Area to or for the benefit of the Association. Thereafter, the owners of the residential lots at the subject property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles of Incorporation and Code of Regulations, if any, of the Association.

Upon conveyance of the Common Areas to the Association as set forth herein, the Association shall assume the responsibility for the care, maintenance, upkeep, repair and replacement of the Common Areas, the payment of taxes and assessments against the Common Areas, and the securing of insurance with respect to the Common Areas. The Common Areas and all landscaping, attachments and facilities located thereon, shall be maintained in its original condition and not removed or otherwise altered without the prior written consent of the Developer, which consent shall be required notwithstanding the fact that the Developer may no longer own an interest in a lot in the subject property or in the Common Areas. The conveyance of the Common Areas to the Association shall not be construed or interpreted to be an assignment by the Developer of any other rights hereunder, including without limitation, the Developer's right to appoint the member(s) of the Architectural Control Committee (as hereinafter described).

2.6 Conveyance and Maintenance of Lot C. The Developer and its successors and assigns shall have the right, at any time and from time to time, to convey fee simple title to

Lot C to the School District. Notwithstanding anything else contained herein, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of Lot C, except for such rights as are granted them hereunder and under the Articles of Incorporation and Code of Regulations, if any, of the Association.

Lot C and all landscaping, attachments and facilities located thereon, shall be maintained as a storm water drainage retention area by the Developer, and subsequent to any conveyance by the Developer to the School District, by the School District. For so long as the Developer is the owner of Lot C, the Developer at its cost shall be responsible for the insurance, management, maintenance, improvement, repair, upkeep and replacement of Lot C and the payment of any real estate taxes and assessments thereon. Upon and after conveyance of Lot C to the School District as set forth herein, the School District at its cost shall be and remain responsible for the insurance, management, maintenance, improvement, repair, upkeep and replacement of Lot C and the payment of any real estate taxes and assessments thereon.

ARTICLE 3
ARCHITECTURAL CONTROL; APPROVAL OF PLANS

3.1 Submission and Approval of Plans and Specifications. The plans and specifications ("Plans") for all buildings, landscaping and other improvements and structures (including, but not limited to, decks, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts, satellite dishes up to twenty-four (24) inches in diameter and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Developer, and written approval of the Developer to such Plans shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Developer shall approve, reject or approve with modifications all submissions within thirty (30) days after submission of the Plans required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The Plans to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site, the finished grade elevation thereof and such other information as may be required by the Developer. Such Plans 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.

3.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed Plans as herein set forth, Developer intends to assure the development of Steeplechase as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of 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 the subdivision taken as a whole. In approving or withholding its approval of any Plans, 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. In no event, however, will the Developer approve the construction or maintenance of any severely modernistic or severely contemporary structure.

3.3 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, agreements, covenants and conditions herein contained, to enter the lot upon or as to which such violation or breach exists, and to summarily abate and remove, 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 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 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.

3.4 Affidavit of Restrictions Violation. Developer, its successors and assigns, hereby reserves the right to file for record in the Recorder's Office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer to an owner or owners of any lot within Steeplechase, that restrictions violation(s) may exist upon said lot.

3.5 Power of Attorney. Whenever any of the herein-contained covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

3.6 Architectural Control Committee. An Architectural Control Committee consisting of one (1) or more individuals is hereby established for the Steeplechase subdivision. The initial member of the Architectural Control Committee is the Developer. Additional or replacement members of the Architectural Control Committee may (but need not be) appointed by the Developer and its successors and assigns, from time to time, until all lots in Steeplechase have been sold and the construction of living units shall have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the member(s) of the Architectural Control Committee shall be turned over to the Association by written assignment from the Developer, its successors and assigns.

ARTICLE 4
STEEPLECHASE HOMEOWNERS' ASSOCIATION

4.1 The Association. The owners of all of the residential lots in Steeplechase at Whitehouse Plat One, together with the owners of all of the residential lots in any subsequent plats of Steeplechase on the Adjacent Property or on the Additional Property (from and after the time Developer, its successors and assigns, or Developer may elect to record plats subdividing such Adjacent Property and/or Additional Property into residential lots and record restrictions encumbering such Adjacent Property and/or such Additional Property similar to the restrictions set forth herein), along with all persons who hereafter acquire title to such residential lots, are and shall be members of the Steeplechase Homeowners' Association (the "Association").

The members of the Association at any time shall be permitted to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act

and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots at Steeplechase.

4.2 Voting Rights. Each member of the Association other than Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential 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 residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential lot(s) in Steeplechase at Whitehouse Plat One or in any subsequent plat of the Steeplechase subdivision, the Developer shall be deemed to have fifty-one percent (51%) of the votes in the Association.

4.3 Powers, Rights and Functions. The Association shall have the following powers, rights and functions: to promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of this Declaration or any rules and regulations which the Developer or the Association may promulgate pursuant hereto; to provide a vehicle for voluntary neighborhood activities and to promote and to seek to maintain high standards of community and neighborhood fellowship; to represent the residential lot owners before governmental agencies and offices, and to generally promote the common interests of the residential lot owners; to collect and disburse assessments and funds as provided in Article 5 hereof; to install, construct, repair, maintain and replace the Common Areas (excluding Lot C), and all equipment, facilities and improvements within the Common Areas (excluding Lot C), from and after the time of any assignment of such rights and obligations by Developer, its successors and assigns, to the Association; if the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations; to acquire title from the Developer to any Common Areas (excluding Lot C), and to insure, manage, maintain, improve and repair the Common Areas (excluding Lot C); to purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of the Common Areas (excluding Lot C); to pay taxes and assessments against the Common Areas (excluding Lot C); to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; to establish reserves to pay the estimated future costs of any of the items set forth in this Section 4.3; subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and the easement areas created or reserved in this Declaration or on the recorded plat of Steeplechase at Whitehouse Plat One or in subsequent restrictions or on subsequent plat(s) of Steeplechase; and to carry out all other purposes for which it was organized, exercise all rights which it may be granted or reserved under this Declaration, and perform all duties to which it may be assigned under this Declaration.

ARTICLE 5
ASSESSMENTS OF OWNERS

5.1 Assessments. Each and every lot in Steeplechase shall be subject to an annual assessment in the amount established by the Developer, its successors and assigns, initially

One Hundred Seventy-Five Dollars ($175.00). Such assessment shall be on a per lot basis, with payment to be made on or before the first day of August for each calendar year. The annual assessments shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots owned by the Developer upon which no construction has commenced shall be one-fourth (1/4) of the amount of the annual assessment for all other residential lots.

The Developer and its successors and assigns and/or the Association shall have a perpetual lien upon lots in Steeplechase to secure the payment of the annual assessment. In default of the payment of such assessment within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that the _____ claims a lien for unpaid annual assessments for the year(s) _____ in the amount of $_____ against the following described premises:

(Insert legal description)

_____

By: _____
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____, of _____, a(n) _____, on behalf of the _____.

_____
Notary Public

5.2 Application of Assessments. The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Section 4.3 hereof. 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 residential lot owner and after payment of a reasonable charge therefor, any officer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential 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.

5.3 Enforcement and Collection. In the event any of said annual assessments are not paid when due, the Developer, its successors and assigns, may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against such residential lot a lien and judgment for its resulting costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Common Areas or any facilities located thereon or by abandonment of such owner's residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not relieve such lot from liability for assessments or otherwise affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

ARTICLE 6
EASEMENTS

6.1 Reservation of Easement Rights. Developer reserves for the benefit of Developer and its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric, natural gas, 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 services of the subdivision on, over, below or under all of the areas, if any, designated as "Utility Easement," "Drainage Easement," "Sanitary Sewer Easement," "Drainage and Sanitary Sewer Easement," "Utility and Toledo Edison Easement," "Waterline Easement," "Drainage and Utility Easement," "Anti-Vehicular Access Easement," or with words of similar import, on the recorded Steeplechase at Whitehouse Plat One, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. Developer also reserves for the benefit of Developer and its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such utility lines and equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas, if any, designated as "Utility Easement," "Drainage Easement," "Sanitary Sewer Easement," "Drainage and Sanitary Sewer Easement," "Utility and Toledo Edison Easement," "Waterline Easement," "Drainage and Utility Easement," "Anti-Vehicular Access Easement," or with words of similar import, upon the recorded plat of Steeplechase at Whitehouse Plat One. 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 or assigns. Notwithstanding any other provisions of this Declaration, the rights reserved to the Developer in this Section 6.1 shall survive any conveyance or transfer of the Developer's rights to the Association or to any other transferee or assignee.

6.2 Electric Power Easement. The recorded plat of Steeplechase at Whitehouse Plat One grants certain easements to the Toledo Edison Company across the lots, for purposes of underground electric cables, ducts, conduits, surface or below-ground mounted transformers and pedestals, concrete pads and other facilities for distributing and transmitting electricity, and the right to remove trees and landscaping which may interfere with the exercise of such easement rights.

6.3 Drainage Easement sand Assessments. Steeplechase at Whitehouse Plat One provides that the owners of all residential lots shall be responsible for the maintenance of the Drainage Easement area of Lot C and any off-site detention areas in the future plats of Steeplechase. In this regard, all residential lots in Steeplechase at Whitehouse Plat One shall be subject to drainage maintenance easements in the event that, and at such time as, Lucas County and/or the Village of Whitehouse determines that said drainage facilities are not being properly maintained by the Developer, the Association or the residential lot owners. In such case, the amount and method of assessment shall be determined by the Lucas County Engineer or the Village of Whitehouse Engineer. In addition, at such time as any Adjacent Property and/or Additional Property becomes subject to and a part of a future plat of Steeplechase and such Adjacent Property and/or Additional Property uses and benefits from the Drainage Easement areas of Lot C in Steeplechase at Whitehouse Plat One and/or any off-site detention areas in any future plat of Steeplechase, the owner or owners of residential lots in such future plats shall also share in the responsibility for the maintenance of the Drainage Easement areas of Lot C in Steeplechase at Whitehouse Plat One and/or any off-site detention areas in any future plat of Steeplechase.

6.4 Other Easements. No owner of any residential lot in Steeplechase shall have the right to reserve or grant any easements or rights of way upon or over any residential lots without the prior written consent of Developer, its successors and assigns.

ARTICLE 7
DURATION OF RESTRICTIONS, AMENDMENTS

7.1 Term. This Declaration and the within-described covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through Developer or the Association until the first day of January, 2024, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

7.2 Amendments. This Declaration may be amended or revoked with the written approval of the then owners of not less than sixty percent (60%) of the residential lots in the Steeplechase subdivision, 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 all approving residential lot owners with the formalities required by law.

ARTICLE 8
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

8.1 Assignment by Developer. Subject to the express provisions hereof, all rights, duties, privileges, powers and benefits granted by this Declaration to, and/or reserved by or for the benefit of, the Developer shall be freely assignable by the Developer, in whole or in part, to the Association or to any other person or entity, and shall inure to the benefit of the successors and assigns of the Developer. In the event of any such assignment by the Developer, its successors and assigns, to the Association, the Association shall be required to accept delivery of a written instrument for such purpose, and the Association shall have no right to refuse any such assignment.

8.2 Construction. The Developer, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefitted or bound hereby.

8.3 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Architectural Control Committee 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 such person(s) from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

In addition to the foregoing rights, the Developer and its successors and assigns, the Association and the Architectural Control Committee shall have the right, to the extent permitted by law, to record in the Office of the Recorder of Lucas County, Ohio, a notice giving notification to third parties of the non-compliance of a lot owner with the provisions hereof, which notice shall constitute a lien on the lot until such time as such non-compliance has been cured.

8.4 Saving Clause. Invalidation of any of the restrictions herein contained by judgment, court order or amendment hereof by act of the owners of residential lots shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

8.5 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Steeplechase shall be automatically deemed to be made subject to these restrictions.

8.6 Notices. Any notices required to be sent to any owner of a residential lot or any part thereof or to Developer, or to the Association, 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, the Association or the Architectural Control Committee, as such address appears on the applicable public record.

8.7 No Waiver of Violations. 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.

8.8 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, its successors and assigns, the shape, dimensions, number of structures, location of natural features such as trees, topography or other features of the residential lot upon which a residence dwelling or structure is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of this Declaration would work a hardship, the Developer may, in writing, grant waivers from the requirements of the recorded plat or this Declaration as to such residential lot so as to permit the erection of such residence dwelling or structure.

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

8.10 Writing. Any consent, approval, designation, modification or other action herewith by Developer, its successors and assigns, shall be in writing.

8.11 Future Plat(s). As used throughout this Declaration, the terms "Steeplechase," "subdivision," "lot," "residential lot," and words of similar import, shall refer, as applicable, to the subject property as well as the Additional Property and/or the Adjacent Property.

8.12 Owner. As used in this Declaration, the term "owner" shall be deemed to mean the record owner.

8.13 Arbitration. Any demand, claim or action for money damages arising out of this Declaration, or the breach thereof, shall be submitted to final and binding arbitration at Toledo, Ohio, in accordance with the rules and regulations promulgated by the American Arbitration Association. The fees and expenses of the arbitration shall be divided equally between/among the parties to the arbitration; provided, however, that each party shall bear the expense of its own counsel, experts, witnesses and presentation of proof. The award or decision of the arbitrator/arbitrators shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. To the extent permitted by law, the arbitrator/arbitrators shall also award to the prevailing party reasonable attorney fees and costs.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this Declaration of Restrictions as of the __10th___ day of February, 2004.

HALLMARK DEVELOPMENT CO., LLC

By: _____

Its: _____President_____

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this __10th___ day of February, 2004, by Donald Flenner, the President of Hallmark Development Co., LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public

DEBRA L. PRATT
Notary Public, State of Ohio
Commission Expires 11-7-04

This instrument prepared by:
Joseph A. Rideout, Esq.
Shumaker, Loop & Kendrick
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624-1573

SEE ENV.
Feller, Finch & Assoc
1683 Woodlands Dr.
Maumee, OH 43537

MORTGAGEE'S CONSENT

The undersigned Fifth Third Bank, a national banking association, the holder of a certain mortgage encumbering the property included in Steeplechase at Whitehouse Plat One, which mortgage is dated _____ and recorded at File No. _____ of the Lucas County, Ohio Records, hereby consents to the execution and delivery of the foregoing Declaration of Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned Jon P. Ahlberg & Lisa Anderson has caused this consent to be executed by its duly authorized officers as of the 11th day of February, 2004.

Signed and acknowledged
in the presence of:

Sign here ⇒ Debra L. Pratt
Print here ⇒ Debra L. Pratt
Sign here ⇒ Holly M. Stewart
Print here ⇒ Holly M. Stewart

Fifth Third Bank

By: Jon P. Ahlberg
Its: Assistant Vice President

By: Lisa J. Anderson
Its: Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 11th day of February, 2004, by Jon P. Ahlberg, the Assistant Vice President, and Lisa Anderson, the Vice President, of Fifth Third Bank, a national banking association, on behalf of the association.

Debra L. Pratt
Notary Public

DEBRA L. PRATT
Notary Public, State of Ohio
Commission Expires 11-7-04

This instrument prepared by:
Joseph A. Rideout, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624-1573