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Phil Copeland

Lucas County Recorder DEED

**AFFIDAVIT FOR RECORDING
OF AMENDED AND RESTATED BY-LAWS OF
SLEEPY HOLLOW PROPERTY OWNERS ASSOCIATION, INC.
AND FOR RECORDING OF THE DECLARATION OF AMENDED RESTRICTIONS OF
PLANNED COMMUNITY
FOR LOTS 1 – 121, INCLUSIVE IN
SLEEPY HOLLOW PLATS I, II, AND III**

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The undersigned, George E. Hilfinger, first being duly sworn deposes and says from personal knowledge as follows:

1. Sleepy Hollow Property Owners Association, Inc. is an Ohio not-for-profit corporation ("**Association**").

2. The Association's members are the owners of all residential lots located in Sleepy Hollow Plat I, a subdivision in the Village of Sylvania, Lucas County, Ohio ("**Plat I**"), and Sleepy Hollow Plat II, a subdivision in the Village of Sylvania, Lucas County, Ohio ("**Plat II**") and Sleepy Hollow Plat III, a subdivision in the Village of Sylvania, Lucas County, Ohio ("**Plat III**"). Plats I, II and III may herein be collectively referred to as "**Sleepy Hollow**".

3. The lots contained in Plats I, II, and III are residential lots and are subject to certain Declaration of Restrictions recorded as follows: The lots in Plat I are subject to a certain Declaration of Restrictions dated July 6, 1961 filed for record July 6, 1961 and recorded in Volume 2014, beginning at Page 46, of the Lucas County, Ohio Recorder's Record of Mortgages ("**Plat I Restrictions**"). The lots in Plat II are subject to a certain Declaration of Restrictions dated October 17, 1962 filed for record October 17, 1962 and recorded in Volume 2059, beginning at Page 194 of the Lucas County, Ohio Recorder's Record of Mortgages ("**Plat II Restrictions**"). The lots in Plat III are subject to a certain Declaration of Restrictions dated August 24, 1965 filed for record August 25, 1965 and recorded in Volume 2159, beginning at Page 44 of the Lucas County, Ohio Recorder's Record of Mortgages ("**Plat III Restrictions**"), herein collectively referred to as the "**Restrictions**".

4. The Association is the successor in interest to the Developers of Sleepy Hollow and the Architectural Control Committee established by the Restrictions.

5. Article Fifth of the Associations Articles of Incorporation as filed with the Ohio Secretary of State on May 8, 1968 provides that the owners of each lot in Sleepy Hollow are members of the Association.

6. Attached is a true and correct copy of the Amended and Restated Sleepy Hollow Property Owners Association, Inc.'s By-Laws and Declaration of Amended Restrictions (Exhibit A), as the same were duly adopted by unanimous consent at a duly called meeting of its members at which a quorum was present held in Sylvania Ohio on September 30, 2015 and same are currently in effect, without amendment thereto.

7. This Affidavit is being given to permit the recording of the attached By-Laws of the Association and Declaration of Amended Restrictions as required in Ohio Revised Code Chapter 5312, and more specifically, Ohio Revised Code §5312.02.

AFFLIANT FURTHER SAYETH NAUGHT

Signed: _____

Name: George Hilfinger

This instrument was acknowledged before me on this 19th day of October, 2015 by George Hilfinger.

Notary Public



JACQUELYN REVILLA
Notary Public, State of Ohio
My Commission Expires
August 27, 2018

This Instrument was Prepared By:
Coy, Konieczny & Peppel, LLC
Timothy A. Konieczny, Esq.
405 Madison Ave., Suite 700
Toledo, OH 43604

H:\S\Sleepy Hollow Property Owners' Assn(1810)\docs\Affidavit for Recording Amended Declarations of Restrictions 10-16-14.doc

Hailto George Hilfinger
7009 Hickory Ridge
Sylvania, OH 43560

Amended and Restated

Sleepy Hollow Property Owners Association By-laws

Pursuant to Article X of a Code of Regulations previously adopted by the Sleepy Hollow Property Owners Association, Inc. ("**Original Regulations**"), the Original Regulations could be amended by a vote of at least 66 2/3% of all members eligible to vote, or by a vote of at least 66 2/3% of all members present when such Amendment is presented at a meeting called for that purpose. The requisite 66 2/3% of all members have, at a duly called meeting of the members held on September 30, 2015 called for the purpose of amending the Original Regulations have adopted the following as an Amendment and Restatement, in their entirety, of the Original Regulations.

Article 1- Formation of Association

Section 1. Authority for formation. The Sleepy Hollow Property Owners Association, Inc. or "**SHPOA**" hereafter referred to as the "**Association**" is herein formed under the participation of the membership.

Section 2. Formation. The Association was formed on May 8, 1968. The association is a non-profit corporation incorporated in the state of Ohio.

Section 3. Membership. Membership in the Association are the owners of residential lots in the subdivisions known as Sleepy Hollow, Plats I, II, III, in the city of Sylvania, Lucas County, Ohio consisting of 121 residential lots and associated common areas, as recorded at Lucas County, Ohio Plat Records Vol. 59 page 32, Vol. 60 page 19, Vol. 61 page 75. Said three (3) Plats may herein be collectively referred to as "**Sleepy Hollow**". Sleepy Hollow is subject to certain Declarations of Restrictions recorded with the Lucas County, Ohio Recorder at Mortgage Volume 2014 beginning at page 46; Mortgage Volume 2059 beginning at page 194; and Mortgage Volume 2159 beginning at page 44 as amended by a certain Declaration of Amended Restrictions (a copy of which is attached hereto as **Exhibit A** and the foregoing Declaration of Restrictions as amended may herein be referred to as the "**Declaration of Restrictions**").

Article 2- Preamble

The purpose of the Association is for the betterment of maintenance and community relations in the Sleepy Hollow area, representation of the owners before the city, county, and or state officials on matters affecting the area and the organization of neighborhood activities. The Association will not support any political candidate.

Article 3- Member meetings

Section 1- Meeting of members. The annual meeting of the members of the Association shall be held each year within the Sylvania community and at a time to be determined by the Board. Notice of the meeting date, time and place shall be given in writing to each member at least fourteen (14) days prior to such meeting by US mail.

Section 2. Special meetings. A special meeting of the members may be called at any time by the President, a majority of the Board, or by any twenty-five (25) members. Written notice of the meeting shall be given to each member at least 14 days prior to the date of such meeting.

Section 3. Quorum. As all meetings of members, the members in attendance at a meeting by proxy or in person will constitute a quorum.

Section 4. Voting by proxy. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his or their behalf shall be made in writing directed to the Board Members and shall be revocable at any time by actual notice to the Board by the Member or Members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Article 4- The Board

Section 1. Qualification of Board Members. The number of Board Members shall be seven (7). Only property owners of a residential lot in Sleepy Hollow may be

elected to the Board; and, only one (1) representative per lot(s) may be elected to the Board.

Section 2. Election of Board Members. The nomination and election of these Board Members shall be held at the annual meeting.

Section 3. Term of Office. The term of office of Board Members shall be one, two (2) year term starting on January 1 of the year immediately following their election at the annual meeting and shall serve until their successors are elected. Three Members shall be elected on the odd year and four members on the even number year.

Section 4. Meetings of the Board. The Board shall hold an annual meeting. The purpose will be the election of the officers of the Association.

Section 5. Regular meetings of the Board. Regular meetings of the Board shall be held at such time and place within the Sylvania Community as the Board shall from time to time determine. Notice of meeting shall be given to each Board member at a reasonable length of time prior to the date of such meeting.

Section 6. Special meetings of the Board. Special meeting of the Board may be called by the President, or by any two Board Members at any time. Notice of meetings shall be given to each Board Member at a reasonable length of time prior to the date of such meeting.

Section 7. Quorum. At all Board meetings, at least 4 Board Members must be present to constitute a quorum.

Article 5- Powers and duties of the Board Members.

Section 1. Duty to elect Officers. The Board shall elect a President, Vice-President, a Secretary and a Treasurer.

Section 2. Powers of the Board. The Board shall have control and management of the business and funds of the Association, subject only to the action of the Members in a duly convened meeting. It may adopt bylaws not inconsistent with these regulations; promulgate and enforce rules governing the use of the

Association funds; fill vacancies in its own membership; appoint standing or special committees of the Association and/or change their personnel.

Section 3. Power to appoint other officers and agents. The Board shall have the power to appoint such officers and agents as they may deem necessary for transaction of business of the Association.

Section 4. Power to fill vacancies. The Board shall have the power to fill any vacancy in any office (including vacancies on the Board) occurring for any reason whatsoever.

Section 5. Power to remove Board members and officers. The Board shall have the power to remove any Board member and/or officer of the Association for cause by the affirmative vote of five members of the Board or two-thirds (2/3) of the Members present or by proxy at a duly convened or special meeting of the Members.

Section 6. Delegation of powers. For any reason deemed sufficient by the Board, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Board Member.

Section 7. Balanced budget. The Board must maintain a balanced budget.

Article 6- Duties of officers

- a) President. The President shall preside at all meetings of the Members and Board; sign records thereof; create committees, and appoint chair people thereof and perform generally all the duties usually performed by the President of like associations and such other and further duties as shall be from time to time required.
- b) Vice President. The Vice President shall perform all of the duties of the President in the temporary absence of the latter, and shall perform such other duties as the President shall direct.
- c) Secretary. The Secretary shall keep accurate minutes of all proceedings of the Members and Board of the Association and properly maintain these

minutes; perform such duties as may be required by the President, which shall include maintaining a current list of all Members, and sending notices of general and special meetings to Members, Officers, and Board. The Secretary must also distribute to each Member the meeting minutes of previous meetings of the Board or of the Membership at the Annual Meeting.

- d) **Treasurer.** The Treasurer shall receive and have in charge all monies and securities belonging to the Association, including the collection of dues and other assessments and shall disburse and otherwise deal with the same as shall be ordered by the Board. The Treasurer shall keep an accurate account of all monies received and disbursed. The Treasurer shall generally perform such duties as may be required of him/her by the President and/or Board. On the expiration of term of office, the Treasurer shall turn over to their successor or the Board all money and property of the Association. The Treasurer shall be asked to prepare a budget for each year to be submitted for approval by the Board at the Annual Meeting of the Board. The Treasurer shall submit a financial statement to all the Members at the Annual Meeting.

Article 7- Compensation of Board and Officers.

The Board Members and Officers of the Association shall serve without compensation.

Article 8- Voting

Section 1. Allocation of votes. Each of the 121 residential lots in Sleepy Hollow shall be entitled to one vote on all matters presented for action at any of the meetings of Members, including the election of the Board. In the event any such lot has been divided, the vote attributable to such lot shall be fractionalized accordingly. In the event any of the lots is owned by more than one person, only one of them shall be eligible to vote and their vote shall be binding upon all owners of said lot. The Association may rely upon any such vote by any such co-owner of a lot as being binding upon said lot without any independent

investigation thereof by the Association, provided the Association's reliance thereon is made in good faith.

Article 9- Fiscal Year

The fiscal year of the Association shall be January 1 through December 31.

Article 10- Assessments

Section 1. Authorization: Personal obligation of owners: lien. Subject and pursuant to the authorization set forth in the Declaration of Restrictions, and subject to these bylaws, the Members shall at the Annual Meeting make reasonable assessments against the lots in Sleepy Hollow. Each owner of a lot in Sleepy Hollow shall be personally obligated to pay all lawful assessments levied by the Members against such lot and each Member of the Association hereby covenants and agrees to pay all lawful assessments. Each assessment, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All assessments shall be allocable equally to each lot in Sleepy Hollow. In the event any such lot has been divided, the assessment for such divided lot shall be proportioned among each fraction of said divided lot.

Section 2. Notice of assessments. Written notice stating the amount and due date of assessments shall be given to the Members of the Association at least fourteen (14) days prior to the due date. The notice must be delivered by US mail.

Article 11- Execution of instruments.

Section 1. Dispersal of funds. Checks, drafts and orders for payment of money shall be signed in the name of the Association by any officer. Any two (2) officers signatures will be required for checks over Five Hundred (\$500) dollars.

Section 2. Contracts. The authorization of any contract approved by the Board binding the Association in excess of five hundred (\$500) dollars shall require the signature of the President or Vice President and the Treasurer of the Association.

Article 12- Amendments

These bylaws may be amended, supplemented and/or repealed by the written assent of more than sixty-six and two thirds (66-2/3%) percent of all Members eligible to vote. The vote shall be taken at a duly called meeting of the Members of the Association. Proxy votes in writing shall be recognized at such meeting.

Article 13- Architectural control

Section 1. Selection of Architectural Control Committee. A minimum of three (3) Members shall be appointed by the Board to be the Architectural Committee. Members of the Architectural Control Committee may or may not be Members of the Board.

Section 2. Term. Each Architectural Control Committee Member shall serve for a two (2) year term, or until their successors are appointed.

Section 3. Duties of Architectural Control Committee. The Architectural Control Committee shall review and approve all blueprints prior to construction in accordance with the Declaration of Restrictions of the SHPOA. The Architectural Control Committee shall perform any duties required of it in accordance with the declaration of restrictions of the Association.

Article 15- Maintaining lots

Each property owner shall be responsible for maintaining their lot(s). Any debris must be cleared, and any weed, high grass, and/or brush shall be kept at a height not to exceed twelve (12) inches. Any violator shall be given written notice with thirty (30) days to comply after which time, the Board shall order the work done with the property owner being assessed for the expense incurred.

Article 16- Enforcement of Bylaws and Declaration of Restrictions

When deemed necessary by the Board, an attorney may be retained on behalf of the Association to enforce these Bylaws and the Declaration of Restrictions. It is recommended that such person be a neutral party and not reside in Sleepy Hollow. Enforcement of these Bylaws and Declaration of Restrictions will be at

the expense of the Association if the violator corrects the violation within thirty (30) days after being notified of the violation by the Board. If the violation is not corrected within the thirty (30) day period then, the expense incurred shall be assessed against the violator by means allowed in these Bylaws, i.e. (a lien against the property) unless the Board grants an extension.

Article 17- Indemnification of Board Members and Officers

Section 1. Indemnification of Board Members and Officers. Each Board Member and Officer of the Association shall be indemnified by the Association against the costs and expenses incurred by them in connection with the defense of any suit, action, or proceeding to which they are made a party by reason of their being or having been a Board Member or Officer of the Association (whether or not they are a Board Member or Officer at the time of incurring such costs and expenses), except with respect to matters to which they shall be adjudged in such action, suit or proceeding to which any Board Member or Officer of the Association, or any former Board Member or Officer of the Association is made a party or which may be threatened to be brought against them by reason of them being or having been a Board Member or Officer of the Association, they shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by them in connection with such action, suit, or proceeding (whether or not they are a Board Member or Officer at the time of incurring such costs and expenses), if (1) the Association shall be advised by independent counsel that such Board Member or Officer was not derelict or grossly negligent in the performance of their duty as such Board Member or Officer with respect to the matters covered by such action, suit, or proceeding, and the costs to the Association of indemnifying such Board Member or Officer (and all other Board Members and Officers, if any, entitled to indemnifications hereunder in such case) if such action, suit, or proceeding were carried to a final adjudication to their favor would exceed the amount of costs and expenses to be reimbursed to the Board Members and Officers as a result of such settlement, or (2) the holders of a majority of the voting power of disinterested Association Members approve such settlement reimbursement to such Board Member or Officer of such costs and expense. The phrase "disinterested Association Members" shall mean all

Members of the Association other than the (1) any Board Member or Officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provision; (2) any corporation or organization of which any such Board Member or Officer owns of record or beneficially 10% or more of any class of voting securities; (3) any firm of which the Board Member or Officer is a partner, and (4) any spouse, child, parent, brother, or sister of any such Board Member or Officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board Member or Officer and shall not be exclusive of any rights to which any Board Member or Officer may be entitled as a matter of law or under the Declaration of Restrictions of Sleepy Hollow, any vote or Association Members, or any agreement.

Section 2. In the event the Association is required to provide indemnification for a Board Member or Officer pursuant to Section 1 above, and the funds of the Association are insufficient to cover all of the costs and expenses so incurred, then there shall be an automatic assessment against each lot in Sleepy Hollow to collect the total amount needed to pay all of such costs and expenses. This provision may be enforced by the filing of a lien on the lot of any member who does not pay the automatic assessment.

EXHIBIT A

DECLARATION OF AMENDED RESTRICTIONS

As to Plats 1, 2 and 3
IN SLEEPY HOLLOW
A Subdivision in the City of
Sylvania, Lucas County, Ohio

WHEREAS, Sleepy Hollow, a Subdivision in the City of Sylvania, Lucas County, Ohio, has been platted into three plats, Numbered 1, 2 and 3 consisting of 121 lots; and

WHEREAS, each of said plats are subject to a different set of restrictions; and

WHEREAS, the majority of said lots have been sold by the original developers, subject to the restrictions for the respective plats; and

WHEREAS, it is now desirable that the restrictions, upon the manner of use, improvements and enjoyment of all of the lots in said Subdivision be the same; and

WHEREAS, certain Changes and modifications are desired in the present restrictions; and

WHEREAS, the present restrictions on each lot provide that John Browning, Robert Browning and Harvey P. Jones, may with the consent of three-quarters (3/4) of the owners of record of said lots, annul, waive, change or modify any of the covenants, reservations and restrictions therein contained as to any lot in said Subdivision;

NOW, THEREFORE, we the undersigned, having the consent of three-quarters (3/4) of the owners of record of all lots in Plats 1, 2 and 3 of Sleepy Hollow, a Sub-division in the City of Sylvania, Lucas County, Ohio, in consideration of these premises and in consideration of the enhancement and value of the above described land, and to afford the owners and purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Sleepy Hollow as an architectural, harmonious, artistic, desirable residential district for the owners, their heirs, their successors and assigns do hereby Change, modify and amend the present restrictions on the aforesaid lots to read as set forth hereinafter and do hereby declare and stipulate that each lot in said Sleepy Hollow hereafter 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, to-wit:

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes and only one residence for occupancy by a single family may be erected. Such single family dwellings to be erected shall be confined to one story, one and one-half story and two story buildings and shall include a two or three car attached garage for private use only and said garage shall conform architecturally to the dwelling house. Minimum cost of house based on 1966 building costs to be Thirty Thousand Dollars (\$30,000.00) exclusive of land, landscaping or other improvements. No lot or any part thereof in Sleepy Hollow shall be used for any nonresidential purpose.

2. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat. All or some buildings may be located behind set back lines shown on recorded plat if Lawrence Place Corporation deems it desirable. No building shall be located nearer to the rear lot line than shall be determined by the Lawrence Place Corporation. No one or one and one-half story building shall be nearer than ten (10) feet to any side yard. No two story building shall be nearer than fourteen per cent (14%) of the total lot width to any side yard. No two story building will be erected on a lot adjacent to a one story building and vice versa.

3. ARCHITECTURAL CONTROL

No dwelling, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvements, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level.

Architectural

Control Committee shall set all house grades. All roofs to be of gable or hip type construction with minimum pitch of three (3) inches in twelve (12) inches. Maximum ridge height for two story building to be twenty-eight (28) feet above first floor level. Nothing herein contained, however, shall be construed as preventing the planting of trees, or shrubbery and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed placed, or suffered to remain thereon.

4. ARCHITECTURAL CONTROL COMMITTEE

Said Architectural Control Committee shall be composed of John Browning, Robert Browning and Harvey P. Jones until such time as said Owner had conveyed to others seventy per cent (70%) of the lots in said Subdivision, at which time said Committee shall be composed of three lot owners and John Browning, Robert Browning and Harvey P. Jones. Lawrence Place Corporation shall have Charge of and keep all records of said Committee. The lot owners to serve on said Committee shall be appointed annually by the Trustees of the Sleepy Hollow Property Owners Association. In the event of death or resignation of any member of the Committee, the Trustees shall have full authority to designate a successor to serve the unexpired term.

5. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. NUISANCES

Except as set forth herein, no animal, fowl, or livestock of any kind shall be kept or harbored on any lot in said Subdivision. The keeping within any dwelling house of one domestic dog or one cat is hereby permitted, so long as such dogs or cats do not become a nuisance to the owners or occupiers of lots in the Subdivision.

7. MISCELLANEOUS RESTRICTIONS

(a) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as residence.

(b) No office, whether commercial or professional, shall be erected or maintained in any residence in said Subdivision, but the same shall be used for residential purposes only and not otherwise.

(c) Each lot owner is required to install an illuminated post light in front of each home, design and location to be set by the Architectural Control Committee.

(d) No boats, trucks, or trailers shall be stored or parked in the yards or on the driveways of any of said lots in this Subdivision.

(e) No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in an approved sanitary container made for that purpose to be buried or kept in garage or basement.

(f) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards on portable laundry dryers. No laundry shall be hung for drying on Sundays or other legal holidays.

(g) No sign of any character shall be erected, posted or displayed upon or about any lot in said Subdivision without the written permission of the Architectural Control Committee.

Reservation is made to Lawrence Place Corporation for small structures and signs.

(h) No detached garage or any other building of any other type shall be erected, placed or suffered to remain on any part of said lot, except a dwelling including attached garage, as set forth in paragraph 1 hereof.

(i) No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Lawrence Place Corporation or its assigns.

(j) In all instances where plans and specifications are required to be submitted to and are approved by Lawrence Place Corporation and/or the Architectural Control Committee, subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, well, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

(k) Air-conditioning unit location shall be approved by the Architectural Control Committee.

8. NON-PROFIT CORPORATION

(a) Upon the completion or sale of not less than seventy per cent (70%) of the lots in Sleepy Hollow Subdivision, Lawrence Place Corporation may cause a non-profit corporation to be incorporated under the laws of the State of Ohio to be called "Sleepy Hollow Property Owners Association, Inc." or a name similar thereto, and upon such non-profit corporation being formed,

every owner of a full building site in Sleepy Hollow may if they so desire become a member of such non-profit corporation, and each such member shall be entitled to one (1) vote for each lot owned by him or it on each matter submitted to a vote of the members, provided, however, that if the title to a lot is in more than one person such co-owners acting jointly shall be entitled to one vote.

(b) Upon such non-profit corporation being fully formed and Trustees and officers thereof elected or appointed, Lawrence Place Corporation, by instrument in writing, in the nature of an assignment may transfer to said non-profit corporation the rights, privileges and powers herein retained, with respect to the restrictions herein established which said assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio. Thereafter, the Architectural Control Committee shall be under the supervision of the Association through its Trustees. John Browning, Robert Browning and Harvey P. Jones or any one or more of them may continue to be members of the Architectural Control Committee, if they so desire or they may resign at any time if they so desire.

(c) The said non-profit corporation, by a vote of fifty-one per cent A.%) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Subdivision, and for the health, comfort, safety and general welfare of residents of said Subdivision and all parts of said property shall at all times be maintained, subject to such rules and regulations, and further subject to these restrictions.

9. ENFORCEMENT

Lawrence Place Corporation, its successors or assigns, and/or the Sleepy Hollow Property Owners Association, Inc., its successors and assigns, reserve and are 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 remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Lawrence Place Corporation, or the Sleepy Hollow Property Owners Association, Inc., and said Lawrence Place Corporation, and/or said Sleepy Hollow Property Owners Association, Inc. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of any of the foregoing persons, firms or corporations 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 Lawrence Place Corporation, and/or the Sleepy Hollow Property Owners Association, Inc. shall at any and all times have the right to enforce the same.

10. ASSIGNMENT

The rights, privileges and powers herein retained by Lawrence Place Corporation and/or Sleepy Hollow Property Owners Association, Inc. shall be assignable and shall inure to the benefit of their successors and assigns.

11. RIGHT TO MODIFY

Lawrence Place Corporation and/or Sleepy Hollow Property Owners Association, Inc. may with the consent of three-quarters (3/4) of the owners of record of said lots, annul, waive, change, modify or amend any of the covenants, reservations and restrictions herein contained.

12. DURATION AND RENEWAL

All the covenants, agreements, easements, reservations, limitations, restrictions and conditions contained herein are to run with the land and be binding on all parties and persons and those claiming under them and shall be in force until January 1, 1983 after which time said covenants, agreements, reservations, easements and restrictions shall be automatically *renewed for* ten (10) years unless waived or modified in writing by the Chen owners of record of three-quarters (3/4) of the lots in said Subdivision. Said modifications of these Restrictions to be effective must be recorded prior to the expiration date.

13. CONSTRUCTION

All the restrictions herein contained shall be construed together, but if it shall be held that any restrictions, or any part thereof, is invalid or unenforceable for any reason whatsoever, no other restriction or any part thereof, shall be affected or impaired. The word "Restrictions" as used herein, shall include the restrictions, covenants, conditions, limitations, reservations, easements, and agreements stated in this Declaration.

Witnesses:

John Browning

Robert Browning