

5158

DECLARATION OF SUBDIVISION

**ESTABLISHING COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR CERTAIN LOTS LOCATED IN
THE PROJECT KNOWN AS**

WASHINGTON PLACE SUBDIVISION

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FANNING/HOWEY ASSOCIATES, INC
PICK-UP

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BRUNS BUILDING & DEVELOPMENT CORPORATION, INC., an Ohio corporation ("Developer"), is the owner in fee simple of certain lots located in the City of Van Wert, Van Wert County, Ohio, in the Washington Place Subdivision (the "Lots") the legal description of which real property is attached hereto as "Exhibit A."

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots, Developer hereby declares that all such Lots described above together with such additional property as may be added pursuant to Article II of the Declaration, and each part thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. This Agreement and the easements, covenants, conditions, and restrictions set forth in this Declaration shall not be binding upon any other land owned by Developer other than the land contained within the Lots, even though the other land may be contiguous with the Lots.

DEFINITIONS

1. "Developer" shall mean Bruns Building & Development Corporation, Inc., and its successors and assigns, provided that the rights specifically reserved to Developer under this Declaration shall accrue only to such successors and assigns as are designated in writing by Developer as successors and assigns of such rights.
2. "Lot" shall mean any of the real estate described in Exhibit A together with any lots added pursuant to Article II of this Declaration.
3. "Mortgage" shall mean a conventional mortgage or a deed of trust.
4. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.
5. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

ARTICLE I. ARCHITECTURAL CONTROL

1.1 Creation of Architectural Committee. The Developer shall appoint a committee to be known as the Architectural Committee. The Architectural Committee (the "Committee") shall be composed of not less than three (3) and not more than five (5) members who shall serve at the pleasure of the Developer. Except as provided in section 1.2, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of Lots. The members of the Committee shall not be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

1.2 Committee Appointments. Notwithstanding the provisions in section 1.1, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom need be an owner of a Lot, with this right to continue until Developer elects (by written instrument recorded in the Office of the Recorder of Van Wert County, Ohio) to terminate its control of the Committee. After Developer's control of the Committee has been terminated, the members of the Committee shall be elected by the owners of the lots in the Subdivision. When more than one person holds an interest in a given lot, the vote for such lot shall be exercised as they may determine among themselves; however, in no event shall more than one vote be cast with respect to any lot. Members of the Committee shall be elected for terms of three years. In the event of the death, resignation, or removal of a member of the Committee, his or

her successor shall be elected by the remaining members of the Committee and shall serve for the unexpired term of his or her predecessor.

Meetings of the lot owners of the Subdivision shall be held no less frequently than once every three years for the purpose of electing members to the Committee. Written notice of each such meeting of lot owners shall be given by or at the direction of any member of the Committee by delivering a copy of such notice to each residence in the Subdivision at least 10 but not more than 30 days before such meeting. Those lot owners present at any meeting shall constitute a quorum for authorization of action taken at such meeting. At any meeting held for the election of Committee members, those persons receiving the largest number of votes shall be elected.

1.3 Committee Approval.

(a) No building, fence, wall, structure, parking lot, driveway, drainage improvement, permanent advertising sign, permanent landscaping (including existing trees but excluding the removal of dead trees or foliage), grade of the real property, or other improvement shall be changed, commenced, erected, or maintained upon any Lot, nor shall any exterior addition, change, alteration or restoration or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors, and location of the same in adequate detail as required by the Committee shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of the construction or landscaping with the construction on other Lots and as to the relative value and quality of such improvements, landscaping additions, changes, alterations, or restorations. Approval by the Committee shall be arrived at by a simple majority vote of the members.

(b) In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then the approval will be deemed not to have been given. Any approval obtained, whether by default or otherwise, shall be null and void unless construction is commenced within one hundred eighty (180) days after the date of approval or date of original sale whichever occurs later.

1.4 Rules. The Architectural Committee may establish rules consistent with the standards set forth on this Declaration to govern the construction of any improvements, landscaping, additions, or changes on Lots.

1.5 Approval of Committee; How Evidenced. Whenever in this Article approval of the Architectural Committee is required, such approval shall be in writing.

1.6 Responsibility. Neither the Committee, nor the Developer nor their representative agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

1.7 Construction by Developer. Nothing in this Article shall be construed to require Developer to obtain approval of the Architectural Committee prior to undertaking the initial construction of any structure or dwelling unit on any of the Lots on the property or on any annexed property.

ARTICLE II. ANNEXATION OF ADDITIONAL PROPERTY

2.1 Contemplated Annexation by Developer. Developer has the right and ability to acquire the real property described in "Exhibit E" and contemplates the possibility of construction of additional dwelling units on such real property or on part of such real property. From time to time, Developer may, but shall have no obligation to, submit all or any portion of the land in "Exhibit E," with any improvements thereon, or a part of the land, to the provisions of this Declaration. Developer hereby reserves the right at any time and from time to time to take the action so contemplated in submitting the land or any part of the land described in "Exhibit E" hereof to the provisions of this Declaration. Developer further reserves the right at any time, and from time to time, to add real property (in addition to the property described in Exhibit "E") which may hereafter be acquired by Developer to this Declaration so that such additional property will become in all respects part of the Subdivision.

2.2 Reservation of Right to Amend Declaration. Developer hereby reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to include the real property or any part of the real property described in "Exhibit B", to include any other real property hereafter acquired by the Developer, and to amend the protective covenants and other terms and conditions of the Declaration so as to enable Developer to develop additional property in such manner as Developer deems desirable.

2.3 Consent and Approval for Annexation Amendments. Developer on its own behalf as the Owner of all Lots and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and each Owner's Mortgagee by accepting of a deed conveying such ownership, or a Mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article II and each Owner and the respective Mortgagees by the acceptance of a deed conveying such ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Developer their Attorney-in-Fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney in the event that the Developer exercises the rights reserved above to add to the Subdivision additional property to execute, acknowledge, and record for and in the name of such Owner an amendment of this Declaration for such purpose and for and in the name of such respective Mortgagees a consent to such amendment.

ARTICLE III. PROTECTIVE COVENANTS AND RESTRICTIONS

3.1 Applicability of Zoning Regulations and Ordinances. Land use of all Lots is governed by the Zoning Regulations and other ordinances for the City of Van Wert, Ohio as presently enacted or hereafter amended. The Van Wert regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the Owner of its obligation to comply with any applicable Van Wert regulations and ordinances.

3.2 Residential Purposes. All Lots shall be used exclusively for single-family residential purposes.

3.3 Lot Subdivision and Building Sites. None of the Lots shall at any time be divided into more than one (1) building site and no building site shall be less in area than the area of the smallest Lot. A single Lot together with contiguous portion or portions of one or more adjacent Lots or, subject to limitation on building site size, contiguous portions of adjacent Lots may be used for one (1) building site, but only upon approval of the Committee. If approval of the City of Van Wert Planning Commission is required by the City of Van Wert Subdivision Regulations, then no Lot may be subdivided unless authorized by the City of Van Wert Planning Commission as well as the Committee.

3.4 Building Setbacks. Building setbacks shall be observed as provided on such plat as is filed of record with the Recorder of Van Wert County, Ohio, with respect to each individual Lot.

3.5 Lot Maintenance.

(a) All Lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Committee for itself and its agents, the right, but not the obligation, after ten (10) days notice to any Lot Owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Committee detracts from the overall beauty or safety of the Lots.

(b) Entrance upon such property for such purposes shall not constitute a trespass. The Committee may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering the Lot. The provisions of this section shall not be construed as an obligation on the part of the Committee to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal services.

3.6 Garbage Containers. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the Lot at any time except during refuse collection.

3.7 Fuel Containers. Containers for storage of home heating oil or propane gas shall not be permitted.

3.8 Signs. All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions:

1. Builder and contractor signs during construction periods.
2. One professional sign of not more than four square feet to advertise a Lot for sale during a sales period.
3. Developer's sign or signs advertising the Lots.

3.9 Utilities. Except for above ground electric lines around the perimeter of the Lots, all utilities shall be installed underground.

3.10 Completion of Construction.

(a) Construction of a residence building on any building site shall be completed within two (2) years from the date of the original purchase from Developer, and completion of construction, including landscaping, shall be within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any Lot upon which the construction of the residential building has not been completed within two (2) years from the date of the original purchase from Developer or within one year from the date of beginning of construction, whichever is earlier.

(b) In the event the Developer elects to exercise the repurchase rights set forth in Section 7.10(a), Developer shall obtain an appraisal of the Lot by a licensed appraiser and shall give written notice to the then Owner of record of the Lot of the appraised value of the Lot and of the Developer's intent to exercise its repurchase right. The repurchase price which the Developer shall pay for such Lot, in the event of such repurchase, shall be equal to the value of the Lot as appraised, less any costs or expenses incurred by the Developer in exercising or enforcing its repurchase right, including but not limited to, appraisal fees and attorney fees. Developer may also deduct from the repurchase price an amount equal to such sums as are necessary to satisfy any and all outstanding mortgages, mechanic's liens, tax liens, assessments or any other lien or encumbrance upon the Lot. The Owner shall transfer the Lot to Developer by warranty deed free and clear of any liens and encumbrances and, in the event that the Owner fails to voluntarily transfer such Lot, the Developer shall be entitled, in addition to any other remedy, to obtain a court order effecting the transfer of the Lot to the Developer and the Owner of such Lot shall be liable to the Developer for all costs, expenses, and attorney fees incurred in connection with such efforts.

3.11 Fences. All fence designs and locations shall be in keeping with the architectural character of the structure and no fence shall be erected until after the material, style and placement of such fence has been approved in writing by the Committee. No chain link fencing or similar fencing and no metal fencing shall be permitted. Fences shall not exceed four feet above the ground level, except that fences which are erected for the enclosure of a swimming pool may exceed four feet in height if necessary to comply with the City of Van Wert requirements and regulations on the fencing of swimming pools. No fence shall extend closer to the street than the rear wall of the residential structure; except that fencing on corner lots may extend to one (but not more than one) of the front corners of the residential structure.

3.12 Drainage. Drainage of surface water, storm water, and/or foundation drains shall not be connected to sanitary sewers.

3.13 Sump Pump Effluent. No pump or piping device shall discharge sump pump effluent into a public right-of-way or into sanitary sewers. Sump pump effluent shall be discharged into such curb drains as may be constructed for the Lots.

3.14 Animals. No animals, livestock, poultry, or waterfowl of any kind or description, whether domesticated or wild, shall be raised, kept, fed, or bred on any Lot. Dogs (up to but not exceeding two (2) per Lot), cats, or other usual household pets may be kept on any Lot, provided that no such household pet may be kept on any Lot for commercial purposes. No doghouses or kennels are permitted on any Lot without the approval of the Committee.

3.15 Outbuildings and Structures.

(a) Outbuildings and detached structures shall not be permitted, except that one detached garage for up to one and one-half motor vehicles shall be permitted provided that any such detached garage shall be constructed with a permanent foundation and the shape, size, height, materials, color, and location of the structure shall be compatible with that of the residential structure and shall first be approved by the Committee under the procedures provided for in this Declaration.

(b) Storage structures shall be allowed provided all of the following requirements are met:

1. The storage structure shall not contain more than eighty (80) square feet of floor area.
2. At least one wall of the storage structure shall be fully attached to the rear of the residential building.
3. The storage structure shall be constructed with a permanent foundation and the shape, size, height, materials, color, and location of the structure shall be compatible with that of the residential structure; and
4. The outbuilding or detached structure shall be approved by the Committee under the procedures provided for in this Declaration.

(c) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

3.16 Sidewalks. Sidewalks required to be installed by the City of Van Wert shall be installed by the Owner at Owner's expense. Developer reserves the right to establish plans and specifications for any such sidewalks, and the Owner shall comply with any such plans and specifications. If the Owner refuses or fails to install the sidewalks promptly upon demand by the Developer or by the City of Van Wert, the Developer shall have the right to install the sidewalks, and Owner shall promptly reimburse Developer for all costs and expenses incurred in connection with the installation of the sidewalks, which costs and expenses shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity.

3.17 Vehicles. No boat, camper, recreational vehicle, trailer of any kind (including but not limited to boat trailers, house trailers, and/or equipment trailers), tent, inoperable motor vehicle, or equipment or vehicle of a similar nature to any of the foregoing shall be parked or stored on any road, street, driveway, or yard, adjacent to or a part of any Lot for any period of time in excess of 24 hours.

3.18 Parking. On-street parking on any street in the Subdivision shall be restricted to occasional parking for special occasions only, not to exceed forty-eight (48) hours.

3.19 Size of Residence. Each residential structure erected on any building site shall be constructed with not less than 1300 square feet. This square footage shall exclude garage space and basement, decking, patios and unenclosed porches. The first floor of all structures shall have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable space. No structure shall exceed two and one half (2½) stories in height.

- 3.20 Solar Panels. The use of solar panels shall not be permitted.
- 3.21 Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on any part Lot.
- 3.22 Vents. Vents protruding through the roof should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.
- 3.23 Swimming Pools. Swimming pools shall match architectural character of the structure and be approved by the Committee. No above ground pools shall be permitted except for portable children's wading pools.
- 3.24 Mailboxes. The Committee may designate a mailbox design which must be used by each Lot Owner. The mailbox erected by the Lot Owner shall meet U.S. Postal Service specifications and applicable Van Wert ordinances.
- 3.25 Driveways. All driveways shall be concrete and shall extend from the garage door to the street and shall be approved by the Committee.
- 3.26 Clothes Lines. The use of exterior clothes lines shall not be permitted.
- 3.27 Basketball Goals. No basketball goals shall be permitted to be attached to any residential structure; however, freestanding basketball goals may be permitted provided that Committee approval is obtained with respect to the placement and type of basketball goal and supporting structures.
- 3.28 Nuisances. No noxious or offensive activity which would constitute a nuisance shall be carried on any Lot.
- 3.29 Repairs. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, normal wear and tear excepted.
- 3.30 Trees Prohibited. No trees shall be planted between the curb and sidewalks and no trees shall be planted within a public right of way or within a public easement.
- 3.31 Wells and Pond Pumping Prohibited. No wells (including but not limited to landscaping wells) or individual water supply system shall be permitted to be drilled or installed on any Lot. Public water and sewer shall be used on every Lot. No water may be pumped from any pond or stream located in the Easement Areas. Notwithstanding the foregoing, wells used for geothermal HVAC Systems may be permitted provided that the Lot Owner obtains prior written approval from the Committee.
- 3.32 Jungle Gyms. No jungle gyms shall be permitted on any Lot unless prior written approval is obtained from the Committee with respect to the size and type of jungle gym. Standard 12 foot swing sets shall be permitted.
- 3.33 Manufactured Housing. No manufactured housing shall be permitted on any Lot. A manufactured house is any structure that is primarily assembled or constructed at another site and moved to a Lot.
- 3.34 Security Lights. Each Lot Owner shall install an electric security light in the front yard of each Lot at the time of the construction of a residential structure. The style of the light and the location for its placement shall be approved in advance by the Committee. The Committee reserves the right to select the style of the light and the location for its placement in order to assure consistency in appearance and features. Each such light shall be operated by automatic light sensors and shall have fully underground wiring. Each such light shall be maintained by the Lot Owner, including the furnishing of electricity, bulb replacement, and operational maintenance. The installation of such lights shall be in addition to any lights required by the ordinances and regulations of the City of Van Wert. The placement of

each light pole shall be in the front of each residential structure approximately 4 feet from the residence driveway and 4 feet from the inner sidewalk edge and consistent with the location of all previously placed security light poles on other Lots.

3.35 House Address Number. Each Lot Owner shall attach to the residential structure house address numbers which are to be "Richfield Arched House Marker" 15¾ inch wide x 9¼ inch tall.

ARTICLE IV. EASEMENTS FOR UTILITIES

4.1 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision in which the Lots are located. No structure or other materials or improvements that may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility are responsible.

ARTICLE V ENFORCEMENT

5.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them, by any Lot Owner or by any person or entity using or occupying any Lot, then Developer, the Committee, or any Lot Owner or Owners shall have the right to compel compliance with the terms and conditions of this Declaration, by any proceeding at law or in equity in and by any other course of action or use of any other legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation. Nothing herein shall be construed to require the Developer, the Committee, or any Lot Owner or Owners to take any action contemplated in this Article to enforce the restrictions.

5.2 All costs, expenses, and attorney fees incurred by the Developer or the Committee in connection with their efforts to compel compliance with the terms and conditions of this Declaration shall be paid by the Owner or Owners against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon the Owner's Lot which lien shall be enforceable by appropriate proceedings at law or equity.

ARTICLE VI. LOT OWNER ACCEPTANCE

6.1 The Owner or grantee of any Lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to the Lot, or by the execution of a contract of the purchase of the Lot, whether from Developer or from a subsequent Owner of the Lot, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

ARTICLE VII. TERM AND MODIFICATION

7.1 This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Committee. Thereafter, a majority vote of the Lot Owners (with each Lot as currently existing or created in the future having one vote) may amend this Declaration. Unless so amended this Declaration shall run for an initial period of thirty (30) years with successive automatic renewal periods of ten (10) years each.

ARTICLE VIII. SEVERABILITY

8.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidity of any one of the restrictions shall in no way affect any of the other restrictions.

8.2 The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the City of Van Wert, Ohio.

ARTICLE IX. COMMITTEE ADDRESS

9.1 All matters or plans required to be submitted to the Committee for approval or review shall be addressed and delivered to:

Washington Place Architectural Committee
6781 Hellwarth Road
PO Box 317
Celina, OH 45822-0317

or to such other address as the Committee shall subsequently designate by written instrument recorded in the office of the Recorder of Van Wert County, Ohio.

ARTICLE X. MISCELLANEOUS PROVISIONS

10.1 Finality of Committee and Developer Decisions. In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the decisions of the Committee and/or the Developer shall be final and in no event be deemed arbitrary or capricious.

10.2 Non-Liability. Neither the Developer nor the Committee, nor any of their members, agents, employees, contractors, successors or assigns, shall be liable to any Owner or any other party for loss, claims, or demands asserted on account of their administration of the Committee or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

10.3 Rules and Regulations. The Committee may adopt and enforce reasonable rules and regulations pertaining to the construction on, and use of the Lots, which shall be binding on the Owners of Lots in the same manner as this Declaration.

10.4 Rights of Developer. Nothing in this Declaration shall be understood or construed to prevent Developer or the employees, contractors, or subcontractors of Developer from:


(a) Doing on any part or parts of the Lots owned or controlled by Developer, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots, of establishing the Lots as a residential community, or of disposing of the Lots;

(b) Constructing and maintaining on any part or parts of the Lots owned or controlled by Developer, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Lots as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of Lots.

Executed on the 23rd day of September 2004.

BRUNS BUILDING & DEVELOPMENT
CORPORATION, INC., An Ohio Corporation

By: 
Its: President

STATE OF OHIO)
COUNTY OF MERCER) SS:

Before me, a Notary Public in and for said county and state, personally appeared Bruns Building & Development Corporation, Inc., an Ohio corporation, by Michael Bruns, its President, who acknowledged that he did sign the foregoing Declaration of Covenants, Conditions, and Restrictions and that the same is his free act and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Van Wert, Ohio, this 23rd day of September 2004.

Treva L. Siegel
Notary Public

This instrument prepared by:

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Committee
Courtview Center - Suite 300
100 South Main Avenue
Sidney, Ohio 45365
(937) 492-1271



TREVA L. SIEGEL, Notary Public
State of Ohio
My Commission Expires July 29, 2008

G:\Washington Place Lake Assoc\Washington Place Sub\Dec of Sub #2
MAS: clf 9/23/04

EXHIBIT A

Washington Place Subdivision

Situated in the City of Van Wert, County of Van Wert and State of Ohio.

Being Lot 4265, 4271, 4272, 4273, 4274, 4275, 4276, 4277, 4278, 4279, 4280, and 4281 of Washington Place Subdivision, Phase IV, A as recorded in Plat Book _____, Page _____, of the Van Wert County, Ohio Records of Plats and being subject to all conditions, restrictions, easements and reservations of record.

**EXHIBIT B-1
(5 Lots North of Madison Blvd)
1.785 ACRES**

Situated in the Northwest Quarter of Section Nineteen (19), Township Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, The City of Van Wert described in Official Records Volume 100, Page 728, in the office of the Van Wert County Recorder, and being more particularly describes as follows:

Commencing at an Iron Bar found at the Northeast corner of Lot #4271 of Washington Place Subdivision, Phase IV, A for the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}36'35''$ East a distance of five hundred eighteen and eighty-eight hundredths (518.88') feet to a point;

Thence South $00^{\circ}01'52''$ East a distance of one hundred fifty and zero hundredths (150.00') feet to a point;

Thence South $89^{\circ}36'35''$ West a distance of five hundred seventeen and ninety-four hundredths (517.94') feet to a point;

Thence North $00^{\circ}23'25''$ West a distance of one hundred fifty and zero hundredths (150.00') feet to the TRUE POINT OF BEGINNING, containing 1.785 acres more or less;

EXHIBIT B-2
(3 Lots East of Roosevelt Lane)
1.253 ACRES

Situated in the Northwest Quarter of Section Nineteen (19), Township Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, The City of Van Wert described in Official Records Volume 100, Page 728, in the office of the Van Wert County Recorder, and being more particularly describes as follows:

Commencing at an Iron Bar found at the Northeast corner of Lot #4270 of Washington Place Subdivision, Phase IV, A; Thence North 89°36'35" East a distance of three hundred fifty-nine and twelve hundredths (359.12') feet to a point for the TRUE POINT OF BEGINNING;

Thence continuing North 89°36'35" East a distance of ninety-nine and ninety-four hundredths (99.94') feet to a point;

Thence South 10°23'25" East a distance of one hundred fifty-two and thirty-one hundredths (152.31') feet to a point;

Thence South 00°01'52" East a distance of two hundred forty-seven and nine hundredths (247.09') feet to a point;

Thence North 63°54'28" West a distance of one hundred sixty-two and thirty hundredths (162.30') feet to a point;

Thence northwesterly eighty-six and seventy-six hundredths (86.76') feet along the arc of a curve to the left having a radius of sixty and zero hundredths (60.00') feet and along a chord of seventy-nine and forty hundredths (79.40') feet and a bearing of North 06°47'38" West to a point;

Thence northwesterly twenty and sixty hundredths (20.60') feet along the arc of a curve to the left having a radius of thirty and zero hundredths (30.00') feet and along a chord of twenty and twenty hundredths (20.20') feet and a bearing of North 28°32'50" West to a point;

Thence northwesterly four and sixty-three hundredths (4.63') feet along the arc of a curve to the left having a radius of thirty and zero hundredths (30.00') feet and along a chord of four and sixty-three hundredths (4.63') feet and a bearing of North 04°27'08" West to a point;

Thence North 00°01'52" West a distance of one hundred ninety-eight and nineteen hundredths (198.19') feet to a point;

Thence northeasterly forty-six and ninety-four hundredths (46.94') feet along the arc of a curve to the right having a radius of thirty and zero hundredths (30.00') feet and along a chord of forty-two and twenty-nine hundredths (42.29') feet and a bearing of North 44°47'22" East to the TRUE POINT OF BEGINNING, containing 1.253 acres more or less;

**EXHIBIT B-3
3.310 ACRES**

Situated in the Northwest Quarter of Section Nineteen (19), Township Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, The City of Van Wert described in Official Records Volume 100, Page 728, in the office of the Van Wert County Recorder, and being more particularly describes as follows:

Commencing at an Iron Bar found at the Northeast corner of Existing Lot #4068 of Washington Place Subdivision, for the TRUE POINT OF BEGINNING;

Thence South 73°29'30" East a distance of one hundred four and seventy-two hundredths (104.72') feet to a point;

Thence North 89°36'35" East a distance of two hundred one and thirty-seven hundredths (201.37') feet to a point;

Thence South 00°01'52" East a distance of five hundred seventy-eight and three hundredths (578.03') feet to a point;

Thence South 89°06'14" West a distance of ninety and forty-three hundredths (90.43') feet to a point;

Thence Northwesterly forty-seven and fifty-eight hundredths (47.58') feet along the arc of a curve to the right having a radius of thirty and zero hundredths (30.00') feet and along a chord of forty-two and seventy-five hundredths (42.75') feet and a bearing of North 45°27'49" West to a point;

Thence North 00°01'52" West a distance of two hundred ninety and fifty-eight hundredths (290.58') feet to a point;

Thence Northeasterly thirty-seven and eighty-two hundredths (37.82') feet along the arc of a curve to the right having a radius of fifty and zero hundredths (50.00') feet and along a chord of thirty-six and ninety-three hundredths (36.93') feet and a bearing of North 21°38'23" East to a point;

Thence Westerly two hundred seventy-nine and twenty-seven (279.27') feet along the arc of a curve to the left having a radius of sixty and zero hundredths (60.00') feet and along a chord of eighty-seven and twenty-seven hundredths (87.27') and a bearing of South 89°58'08" West to a point;

Thence Southeasterly thirty-seven and eighty-two hundredths (37.82') feet along the arc of a curve to the right having a radius of fifty and zero hundredths (50.00') feet and along a chord of thirty-six and ninety-three hundredths (36.93') feet and a bearing of South 21°42'07" East to a point;

Thence South 00°01'52" East a distance of two hundred eighty-nine and seven hundredths (289.07') feet to a point;

Thence Southwesterly forty-six and sixty-seven hundredths (47.67') feet along the arc of a curve to the right having a radius of thirty and zero hundredths (30.00') feet and along a chord of forty-two and ten hundredths (42.10') feet and a bearing of South 44°32'11" West to a point;

Thence South 89°06'14" West a distance of ninety-one and thirty-four hundredths (91.34') feet to a point;

Thence North 00°01'52" West a distance of six hundred eleven and thirteen hundredths (611.13') feet to the TRUE POINT OF BEGINNING, containing 3.310 acres more or less;

EXHIBIT B-4

Situate in the City of Van Wert in the County of Van Wert and the State of Ohio, to-wit:

A parcel of land situated in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 19, Town Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, and also known as Subdivision 461 in the City of Van Wert, and more particularly described as follows:

Commencing at an existing 5/8" rebar and cap at the Southwest corner of the Northeast Quarter (1/4) of Section 19, and thence North 89°-41'-13" East, along the South line of the Northeast Quarter (1/4) of Section 19, Three Hundred Twelve and 41/100 (312.41) feet to an existing 5/8" rebar and cap for the TRUE PLACE OF BEGINNING.

THENCE continuing North 89°-41'-13" East, along the foresaid South line, One Thousand fifteen and 38/100 (1015.38) feet to an existing 5/8" rebar and cap at the Southeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4);

THENCE North 00°-07'-45" West, along the East line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4), Thirteen Hundred Twenty-six and 40/100 (1326.40) feet to an existing 5/8" rebar and cap at the Northeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4);

THENCE South 89°-31'-06" West, along the North line of the South one-half (1/2) of the Northeast Quarter (1/4), One Thousand Eleven and 37/100 (1011.37) feet to an existing 5/8" rebar and cap, and

THENCE South 00°-02'-44" West, Thirteen Hundred Twenty-three and 43/100 (1323.43) feet to the place of beginning. Containing 30.822 acres, more or less, and subject to all easements and rights-of-ways of record.

Bearings are to an assumed meridian to denote angles only. A survey of this parcel was made by Don N. Friemoth, Registered Professional Surveyor No. 04981.

EXHIBIT B-5

Situated in the Township of Ridge, City of Van Wert, County of Van Wert, and State of Ohio:

A parcel of land situated in the South one-half (1/2) of the Northwest Quarter (1/4) and in the South one-half (1/2) of the Northeast Quarter (1/4) of Section 19, Town Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, and being a part of Subdivision 461 (a part of Subdivision 461 is now known as 461-1) and Subdivision 464 in the City of Van Wert, and more particularly described as follows: Beginning at an existing iron pin and cap at the Southeast corner of the Northwest Quarter (1/4) of Section 19; thence South 89°-11'-04" West, along the South line of the Northwest Quarter (1/4) Six Hundred Seventy-four and 12/100 (674.12) feet to an existing iron pin and cap at the Southwest corner of Subdivision 464; thence North 00°-02'-44" East, along the West line of Subdivision 464, Thirteen Hundred Twenty-eight and 54/100 (1328.54) feet to an existing iron pin and cap on the North line of the South one-half (1/2) of the Northwest Quarter (1/4), said point also being the Northwest corner of Subdivision 464; thence North 89°-41'-47" East, along the North line of Subdivision 464 and also along the North line of the South one-half (1/2) of the Northwest Quarter (1/4), Six Hundred Seventy-four and 07/100 (674.07) feet to an existing iron pin on the East line of the Northwest Quarter (1/4) of Section 19; thence North 89°-31'-06" East, along the North line of the South one-half (1/2) of the Northeast Quarter (1/4), Three Hundred Twelve and 41/100 (312.41) feet to a 5/8" rebar and cap set; thence South 00°-02'-44" West, Thirteen Hundred Twenty-three and 43/100 (1323.43) feet to a 5/8" rebar and cap set on the South line of the Northeast Quarter (1/4) of Section 19, and thence South 89°-41'-13" West, along the aforesaid South line, Three Hundred Twelve and 41/100 (312.41) feet to the place of beginning. Containing 30.00 acres, more or less, [20.512 acre in the East part of the South one-half (1/2) of the Northwest Quarter (1/4) and 9.488 acres in the South one-half (1/2) of the Northeast Quarter (1/4) of Section 19] Subject to all legal road rights-of-way and easements of record.

Bearings are to an assumed meridian to denote angles only. A survey of this parcel was made by Don N. Friemoth, Registered Professional Surveyor No. 04981.

Last transfer of record appears in Volume 160, Page 342, Van Wert County Recorder's Official Records.