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Phil Copeland

Lucas County Recorder

REST

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
As To Olde Farm Plats One-Six Lots 1-142
A Subdivision in Monclova
Township
Lucas County,
Ohio**

WHEREAS, OLDE FARM HOME OWNERS' ASSOCIATION, INC., an Ohio nonprofit corporation, having an office and mailing address at PO Box 121, Monclova, Ohio 43542, hereinafter called "The Association", was incorporated to establish, amend, and enforce, for the benefit of the owners of the residential lots in the plats in Olde Farm a Subdivision in Monclova Township, Lucas County, Ohio, provisions, restrictions, covenants and regulations with respect to the use and occupancy of such residential lots, which are more specifically described as:

 Lots number one(1)through one-hundred forty-two (142) inclusive, in Olde Farm, a Subdivision in Monclova Township, Lucas County, Ohio.

 WHEREAS, such property is designated on a plat recorded in Volume 146, Pages 56-58 as Olde Farm Plat One, Volume 150, Page 15 as Olde Farm Plat Two, Volume 152, pages 80-81 as Olde Farm Plat Three, Volume 154, pages 41-42 as Olde Farm Plat Four, O.R. 20031121-91427 as as Olde Farm Plat Five, and O.R. 20040713-0057380, Lucas County, Ohio, Record of Plats, as Olde Farm Plat Six, a Subdivision in Monclova Township, Lucas County, Ohio (hereinafter sometimes called "Olde Farm "); and

 WHEREAS, the Association desires to establish a general plan for the development of Olde Farm and to establish restrictions upon the manner of use,

improvement and enjoyment of the numbered lots in Olde Farm which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, The Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that all numbered lots as shown on the recorded plat of Olde Farm Plats One, Two, Three, Four Five and Six, a subdivision in Monclova Township, Lucas County, Ohio, shall hereafter be consolidated and known collectively as Olde Farm, and subject to the following restrictions:

ARTICLE I

Use of Land

1. No dwelling shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, and an attached garage. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family. (Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.)

Detached auxiliary structures may be permitted with the Architectural Control Committee's approval including in-ground swimming pools. All structures must meet the applicable zoning and building regulations.

- Four foot high split-rail type fencing hereby is approved for all properties provided such fences are not erected nearer to any street than the building set-back line or lines shown on the applicable plat.
- Any fence other than four foot high split-rail type fencing no matter where located is only permitted if approved by the Architectural Control Committee.
- Cyclone (chain link) fences are not permitted.
- Any fence closer to any street than the building set-back lines is only permitted if approved by the Architectural Control Committee.
- Any hedge two feet high or higher and nearer to the front or street line or lines or the rear line or lines than the building set back line or lines or nearer to any side lot line

than ten (10) feet is only permitted if approved by the Architectural Control Committee.

- Any wall or other enclosure nearer to the front or street line or lines or the rear line or lines than the building set back line or lines or nearer to any side lot line than ten (10) feet is only permitted if approved by the Architectural Control Committee.
- Accessory buildings shall have a minimum setback of ten (10) feet, providing the height of the accessory building shall not exceed 20 feet and not exceed 256 sq. feet (16'x 16'). No accessory building shall exceed 20 feet in height and all accessory buildings shall be 15 feet from the main dwelling and outside of utility easements. Accessory buildings shall not be located in any front yard nor in the side yard of a corner lot when that yard faces a street or road.
- Permanent above-ground swimming pools are not permitted. Small blow-up pools and wading pools for children are permitted in the summer months. (Such pools are defined as having sidewall heights no greater than 30 inches, water no deeper than 24 inches, and diameters no greater than 10 feet.)

2. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any such lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof.

3. 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 Olde Farm. No dwelling erected in Olde Farm shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof. Notwithstanding the foregoing, tents may be erected and used in the backyard on a temporary basis for parties or camping, provided the tents are not up for more than 5 consecutive days.

4. Any truck, trailer, boat, bus, tent, mobile home, motor home, recreational vehicle, or other similar object, may not be stored on a lot for more than 1 week, unless stored within an attached garage or approval has been granted by The Association.

5. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or materials; except that during the period a structure is being

erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof.

6. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage, basement or within an outdoor enclosure that prohibits viewing the contents from the street and is approved by the Architectural Control committee. Six-foot-high two or three sided vinyl panels are hereby approved for all properties provided such enclosures are either white or match the home's color and are not erected nearer to any street than the building set-back line or lines shown on the applicable plat. (Enclosures on a corner lot must be a three panel enclosure when the enclosure faces a street or road.) Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by The Association.

7. No signs of any character other than signs of not more than five square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of The Association. The Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location, and height of all such signs. Notwithstanding the foregoing, temporary ground signs of not more than five square feet celebrating events such as birthdays, graduations, garage sales, political, etc., shall be permitted on lots for a reasonable period of time. The Association shall have the right and discretion to determine what constitutes a reasonable time.

8. All utility services shall be underground; no external radio or television towers shall be permitted. Small television antennas and satellite dishes, (no larger than 3-feet in diameter) are permitted but shall be screened from street view with landscaping, etc., and/or installed in the rear of the house, so as to minimize the visibility of the dish from the street. (Where an antenna is proposed to be mounted on the roof of a building, it shall not extend more than 3 feet above the highest point of the roof on the rear of the home which it serves).

9. No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II

hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building set back line or lines shown on the recorded plats of Olde Farm or nearer to any side lot line than ten (10) feet. The foregoing provisions of this Item 9 shall be subject to the provisions of Article VI, Item 9 hereof. Rear yard setback is a minimum of twenty-five (25) feet.

10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plats of Olde Farm shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables, fruits and/or grains thereon.

11. No outdoor trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line. Exception: any wood or gas burning interior fireplace installed to local building and zoning codes.

12. Every non-corner lot shall have a minimum of six (6) trees located between the curb and the front of the dwelling. At least three (3) of these trees shall be "street trees" planted at approximately 25'-30' o.c. (located between the curb and sidewalk). Some Cul-de-sac lots (and lots on curves) with small front frontages may be allowed fewer than three street trees (out of a total of 6) as long, as they are planted at no greater than 30' o. c. in either direction. Corner lots shall have a minimum of nine (9) trees located between the curb and the front/street side of the dwelling. At least six (6) of these trees shall be "street trees" planted approximately 25'-30' o. c. (located between the curb and sidewalk). All "street trees" shall be a deciduous species and conform to The Association's "street tree" schedule and plan(s), if applicable. Such trees shall be planted and maintained at the lot owner's expense, and must be planted when dwelling is completed or The Association may complete (or replace dead trees) and lien the property for the cost of same if not immediately reimbursed by the lot owner. Evergreens must be at least six (6) feet high and nicely shaped with a minimum 3' diameter at base. All other trees are to be at least 2 ½ inches in diameter and eight (8) feet high. If anything stated in this paragraph

conflicts with the Lucas County "street tree" requirements, the Lucas County requirements shall govern.

STREET TREE SCHEDULE:

Min. = 2 1/2" (Cal.) & 8' height

All street trees shall be one of the following:
Red/Silver Maple Cross (Acer X Freemanii) or
Red Maple (Acer Rubrum) or
Sugar Maple (Acer Saccharum)

ARTICLE II

Approval of Plans

1. The Trustees shall assign one or more of its members to serve as the Architectural Control Committee to which all plans and specifications for any structures and other improvements must be submitted for examination and approval before any erection or improvements shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in either paper copy or electronic copy so that the Architectural Control Committee may retain a true copy thereof for retention with its records.

2. In requiring the submission of detailed plans and specifications as herein set forth, the Trustees have in mind the development of Olde Farm as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in Olde Farm as a whole. In keeping with these guidelines the Architectural Control Committee shall have the right to waive strict compliance with the terms of these restrictions so long as the plans and specs are deemed to present substantial compliance. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. The Architectural Control Committee reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Olde Farm.

4. The Architectural Control Committee must approve driveway locations or extensions for each lot prior to their installation, extension or relocation.

5. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the improved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

6. Every owner of a residence dwelling in said subdivision shall be required to install and maintain a mailbox identical in design and appearance as approved by The Association.

Painting Requirements for the Mailbox

- White for the Metal mailbox and handle
- Sherwin Williams Resilience Exterior Satin K43W51, tint #2829 Classical White for wood surround

7. The minimum floor area shall be 1400 s.f. of "living area" for a ranch (single story) house and 1600 s.f. for a two-story home. The "living area" shall be exclusive of any basement, third floor, enclosed porches and garages.

ARTICLE III

Easements

The Association reserves to itself, and to its successors and assigns the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "Easement", "Utility Easement(s)", "Toledo Edison Easement", "Drainage Easement", or with words of similar import, on the plat of Olde Farm and along and upon all highways now existing or hereafter established and abutting all the lots in Olde Farm. The Association also reserves to itself, and to its successors and assigns,

the right to go upon or permit any public or quasi-public utility to go upon the lots in Olde Farm from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Easement", "Utility Reservation", "Drainage Easement", or with words of similar import, upon the plat of Olde Farm. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in Olde Farm shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Olde Farm without the prior written consent of The Association.

ARTICLE IV

Construction of Sidewalks; Street Improvements

1. Within eighteen (18) months after the recording of the deed to each lot in Olde Farm from The Association to the purchaser thereof, the owner of each lot shall construct sidewalk(s) across the frontage of such as per construction specifications and location requirements of Lucas County, Ohio. Should a lot owner fail to construct sidewalks in accordance with the preceding sentence, suit may be brought under Article VI of this Declaration to enforce such restriction as in the case of the violation of any other covenant or restriction contained in this Declaration. Further upon such failure of a lot owner to construct sidewalks The Association or Lucas County shall have the right to enter upon the lot(s) in question and to construct such sidewalks or cause the same to be constructed at the expense of the owner of such lot(s). In such event, the costs of construction of such sidewalks shall be and become a lien against the lot on which the sidewalks have been constructed from the date of perfection thereof as hereafter provided and, if the costs of construction of such sidewalks shall not be paid immediately upon demand therefor, such lien may be foreclosed by an action brought by The Association or Lucas County, as in the case of foreclosure of liens against real estate. The holder of any such lien may perfect such lien against third parties by filing an affidavit stating the facts giving rise to the lien with the Recorder of Lucas County, Ohio.

ARTICLE V

Duration of Restrictions; Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon The Association and all persons claiming under or through The Association until the first day of January, 2040, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

The Association, its successors and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and 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 The Association, and The Association shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of The Association 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 The Association shall at any and all times have the right to enforce the same.

2. Prior to releasing control, The Association reserves the right to amend these restrictions at any time, without notice. These covenants and restrictions may not be amended, except by The Association, until The Association, or its successors or assigns, releases control after which time they may be amended prior to January 1, 2040 by the written approval of the then owners of not less than two-thirds (2/3) of the lots in Olde Farm which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by the President of the Association and one other member of the Board of Trustees with the formalities required by law.

All lot owners must be notified of proposed amendments either in person or by certified mail, except any amendments which are expressly permitted to be enacted by The Association without such notification. These covenants and restrictions may be terminated as of January 1, 2040, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Olde Farm which amendment or termination shall become effective upon the filing of an instrument as

aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VI

Enforcement of Restrictions, Other Matters

1. Any violation or attempt to violate any of the covenants or restrictions herewith while the same are in force shall be unlawful. The Association, the Architectural Control Committee or any person or persons owning any lot in Olde Farm may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violations or attempted violation.

In the event an Owner of any lot in Olde Farm, or any other person occupying such lot, shall be in violation of any of the Restrictions herein as determined by the vote of three-fourths of the members of the Board of Trustees, the Board of Trustees shall give the Owner a written notice of noncompliance with and/or violation of the Restrictions as follows:

- a. Initial written notice to remedy the violation within 30 days;
- b. If the violation is not remedied within said 30 days, a second written notice to remedy the violation within an additional 15 days.
- c. In the event the Owner fails to remedy the violation within said 15 days, or within any extended time period granted by the Board of Trustees, the Association shall have the right, through its agents, contractors and/or employees, to:
 - d. enter onto the lot to eliminate the violation of any Restriction herein, including, but not limited to, the removal of any vehicle, housing device, material or other item in violation of Article 1 hereof, and assess the lot Owner for the cost incurred by the Association for all of the foregoing, including, but not limited to, the cost of transporting and/or storing any removed item, and any other services utilized in connection with the elimination of the violation; and/or

e. assess the Owner \$300 per violation plus all legal fees and court costs incurred by the Association.

f. The Association shall have the right to file a notice of lien for any assessment which is not paid within thirty (30) days of the date of the initial assessment for such violation.

2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Olde Farm shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All transfers and conveyances of each and every lot in Olde Farm shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Olde Farm 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 Association or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

5. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, the Association shall be assignable and shall inure to the benefit of the successors and assigns of The Association.

6. The Association shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions. The Association and the Trustees shall be "held harmless" for any actions or non-actions pertaining to these restrictions.

7. No owner of any lot in Olde Farm shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Association, its successors or assigns.

8. 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.

9. Each lot owner, by acceptance of a deed to a lot in Olde Farm agrees and consents and shall be deemed to agree and consent that if, in the opinion of The

Association, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvements is proposed to be made, is such that strict construction or enforcement of the building lines as shown on the plat of Olde Farm or of the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, The Association may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. The Association shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

10. Wherever used herein, the term "structure" shall mean and refer to anything or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation,

- any building,
- garage,
- porch,
- shed,
- greenhouse or bathhouse,
- coop or cage,
- covered or uncovered patio,
- swimming pool,
- clothesline,
- radio or television antenna,
- fence,
- curbing,
- paving,
- wall,
- hedge more than two (2) feet in height,
- signboard
- flag pole
- basketball hoop
- any temporary or permanent living quarters (including any house trailer)
- any other temporary or permanent improvement to such lot.

"Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters that flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from the approved site grading plan.

ARTICLE VII

Property Owners Association

1. The Association is incorporated as Olde Farm Home Owner's Association, Inc., an Ohio nonprofit corporation, and every owner or subsequent owner of a residential lot in the Olde Farm subdivision, including all subsequent plats, shall automatically become a member thereof, entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plats, this Declaration of Restrictions and the Articles, Code of Regulations and/or bylaws of such Association.

2. The Association, its successors and assigns, shall collect assessments (per Article VIII below) and manage the Association until such time it assigns or relinquishes these duties to the members of the Association when all lots are sold in Olde Farm and all subsequent plats. Until such time The Association hereby expressly reserves to itself and to its successors and assigns, the right and privilege of assigning or relinquishing its above mentioned rights and duties from time to time and for such limited periods of time and purposes as it may desire.

3. Each lot owner, shall be entitled to one (1) vote for each lot owned and where title to a lot is jointly owned, such co-owners acting jointly shall be entitled to only one (1) vote.

4. The Association, per the Articles and Code of Regulations of such Association, 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 its residents. The Association shall maintain the landscaping in the easements on lots 1, 36, and 50 and the cul-de-sac areas within the dedicated roadways, if any, and the sign easement areas at the entrances to the subdivision as shown on the recorded plats as lots 1, 36, and 50 and Lot A, Plat One (detention pond) and Lot B, Plat Six (detention pond), subject to said lot owners' cooperation with same.

5. The Association, and/or Architectural Control Committee, may, by instrument in writing, assign and vest in the Association all of its rights, privileges and powers herein retained which assignment shall be recorded in Lucas County, Ohio Recorder's Office.

6. The Association shall collect and disburse funds which The Association and/or Board of Trustee determines, from time to time, to be for the general benefit of the owners of all residential lots in the subdivision and as required to carry out the purposes herein set forth.

7. The Association shall enforce all provisions of the recorded plat, these covenants and restrictions, and the regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

8. In the event the Association shall be dissolved or otherwise cease to exist, all of its rights, duties and obligations shall automatically inure to the benefit of the owners of the residential lots in Olde Farm, and such adjacent subdivisions as may become members of the Association.

ARTICLE VIII

Dues and Assessments

1. A majority of the Board of Trustees shall determine the annual dues to be paid by each member of the Association. The annual dues shall be due and payable to the Association on or before January 31 of each year. In the event Board of Trustees fails to approve annual dues for the ensuing year, the amount of the annual dues for the then current year shall be the annual dues for the ensuing year. Provided, however, the annual dues shall always be at least an amount that will cover the operating expenses of maintaining the entrances, cul-de-sacs, utilities and detention ponds, etc. mentioned in Article VII, Item #4 above.

2. The annual dues 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 within the Declaration of Restrictions. The Board of Trustees shall exercise its discretion and judgment as to the amount of Association 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; provided however that the Association shall not expend an amount greater than \$20,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association. If the members fail to achieve a quorum at a meeting duly called for the purpose of reviewing the expenditure of more than \$20,000.00 in a calendar year for any one of the

purposes provided, the Board of Trustees, by the affirmative vote of at least three-fourths of the Trustees, may approve such an expenditure as an emergency measure at a duly called meeting of the Board of Trustees.

3. In addition to annual dues, the Association may from time to time levy special assessments on members to cover extraordinary or unanticipated costs and expenses of the Association. The amount of each special assessment shall be determined by a majority vote of the members of the Association at a duly called meeting for such purpose.

4. Annual dues and special assessments shall become a lien against each residential lot on the first day of the calendar year in which they become due and payable. Special assessments shall be payable as determined by the Board of Trustees during the calendar year for which the assessment is levied. A notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio on a member's lot if any payment of annual dues or a special assessment owed by that member is in arrears for more than thirty (30) days from the date it is due and payable.

5. A notice of lien shall identify the residential lot, the year and amount of the annual dues or special assessment, and be executed by the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. The lien amount claimed may include administrative and legal fees connected with filing, enforcing and releasing the lien, recording costs, and interest. Judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

6. Any lot owner may request and upon payment of the reasonable expense therefor, shall receive, from the Trustees and/ or the Secretary of the Trustees, a certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of any unpaid assessments.

ARTICLE IX

AUTHORITY OF BOARD OF TRUSTEES

Except as otherwise specifically provided herein, all decisions of the Association shall be made by a majority of the members of the Board of Trustees, and all actions of the Association shall be carried out by the Board of Trustees.

This Amended and Restated Declaration of Restrictions supersedes and replaces any and all prior recorded Declarations of Restrictions for Olde Farm Home Owners' Association, Inc., and the real property included therein, and has been approved by the requisite number of members of the Association.

IN WITNESS WHEREOF, Olde Farm Home Owners' Association, Inc., acting by and through its duly authorized officers, has caused this Amended and Restated Declaration of Restrictions to be executed on its behalf this 2 day of April, 2020.

OLDE FARM HOME OWNERS' ASSOCIATION, INC.

By: Garry A. Mulkey
President

By: [Signature]
Trustee

STATE OF OHIO)
COUNTY OF LUCAS) SS:

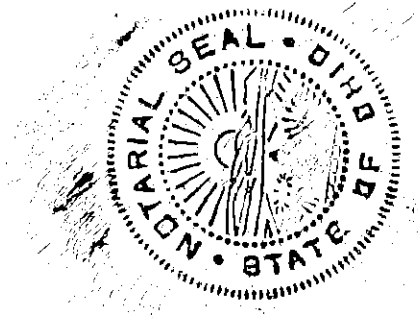
The foregoing instrument was acknowledged before me this 2 day of April, 2020, by Garry Mulkey, President, and Shane Patacca, Trustee of Olde Farm Home Owners' Association, Inc., on behalf of the corporation.

This instrument was prepared by:

Jenna Rodriguez
JENNA RODRIGUEZ
NOTARY PUBLIC • STATE OF OHIO
My commission expires July 3, 2024

Richard E. Wolff, Esq.
Spengler Nathanson P.L.L.
900 Adams Street
Toledo OH 43604
Telephone: 419-241-2201
Facsimile: 419-241-8599

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