

William R. Keener
Vill. Sec'y & Auditor
P.O. Order, Ottawa Co., Ohio _____ Fee \$31.00

DECLARATION OF RESTRICTIONS

For

LOTS NO. 54 and 55

of

HARBOR ISLAND SUBDIVISION, PLAT THREE

CATAWBA ISLAND TOWNSHIP, OTTAWA COUNTY, OHIO

077753

WHEREAS, Seckler Building and Development, Incorporated, is the owner in fee simple of Lots No. 54 and 55 of Harbor Island Subdivision, Plat Three in West Harbor, Catawba Island Township, Ottawa County, Ohio, and

WHEREAS, said Seckler Building and Development, Incorporated, desires to make known the restrictions, conditions, covenants, reservations, charges and agreements, subject to which all of said lots are now owned by it and subject to which the lots and lands aforesaid are to be conveyed by it.

NOW THEREFORE, in consideration of the execution hereof and the enhancement of the value of said property and to afford purchasers of said property due and ample protection it is stipulated and agreed by Seckler Building and Development, Incorporated, its successors and assigns, herein designated the "grantor" that all of said lots and lands above described shall be held and conveyed by it subject to the following restrictions, conditions, covenants, reservations, charges and agreements which shall run with the land in a general plan to maintain residential standards of all lots and provide for governing and maintenance of roads, boat channels and ways in said subdivision for the period May 1, 1978 to March 1, 2016, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots, agreeing to abolish or amend said restrictions, covenants, and conditions, shall have been recorded; provided further, that at any time during the life of the restrictions, they may be amended in any way or exceptions granted if the owners of seventy-five percent (75%) of the lots in all of the Harbor Island Subdivisions sign an instrument approving such amendments.

1. Definitions. The following quoted words and derivatives thereof, wherever used in this Declaration of Restrictions and on the recorded plat of said subdivision, hereinafter sometimes called the Plat, shall have, unless context requires otherwise, the meanings explained in this paragraph No. 1.

A. The word "Restrictions" shall include the definitions, covenants, conditions, agreements, prohibitions, charges, assessments, rules, regulations and provisions stipulated and expressed or referred to.

B. The word "grantor" shall mean this declarant, Seckler Building and Development, Incorporated, and its successors and assigns, and Harbor Island Association, Inc.

C. The word "lot" shall refer only to the area so called and delineated as such, provided however, the owner of two contiguous lots may treat, for the improvement of the same, the

total area thereof as one lot. Each lot shall run to the center line of the boat channel abutting it.

D. The word "frontage" when used in reference to a lot or lots shall mean the width thereof measured where the front setback line, hereinafter fixed, traverses each lot.

E. The word "set-back" shall refer to a line or lines traversing each lot, beyond which no structure shall be placed, erected or permitted on the lot so traversed. The front set-back line is shown on the plat hereof and the side line set-back shall be ten (10.0) feet.

F. The word "structure" shall mean and include each and every fabricated article or construction capable of being placed or erected on land or submerged land and shall include attachments, and reconstructions and enlargement or change in the exterior of any existing structure, hedges, fences, walls, detached improvements, such as patios, arbors, fire places and other above ground facilities. (Signs, bill boards, advertising devices, business or commercial structures or facilities are prohibited).

G. The words "plans and specifications" shall mean detailed drawings, plans and written specifications of materials prepared to fully disclose dimensions, building and finished grade elevations, floor, plot and construction plans, kind and quality of materials to be used in the structure with detailed explanation of where the same will be used, intended use of the structure and the date when the completed structure will be finished.

2. The lots in this subdivision shall be used for residential purposes only and for no business or commercial use or purpose whatsoever. Not more than one two family dwelling unit with a carport or garage for not more than three automobiles attached thereto, or incorporated therein shall be erected on any lot.

That any residence constructed on said lot shall have a ground floor area, exclusive of garage, carport, porches and other embraced or attached areas not intended for permanent living quarters, of not less than 750.0 square feet and said residence shall not exceed two stories in height above the foundation level.

3. No nuisance of any kind or character shall be committed or suffered on any premises in said subdivision and conduct of persons injurious or to property may be enjoined.

4. Temporary structures to facilitate construction may be located on any lot upon written permit of the grantor, but only during the course of construction within the completion date specified therefor. No person may use any structure other than a completed dwelling house for living quarters.

5. All water, sanitary and sewerage facilities serving any residence shall be installed within dwellings and below ground level respectively and shall meet the health and sanitary regulations and requirements of lawful authority.

6. Before any structure is commenced on any lot the lot owners' plans and specifications therefor shall be received in duplicate by grantor. Each copy thereof, within fifteen (15) days thereafter, shall be marked "approved" or "denied"; if denied, the reasons therefor shall be written on or be attached by memorandum to said copies. One copy, so marked, shall then be available to the lot owner and the other copy shall be retained, revised or amended, or corrected plans and specifications shall be submitted and dealt with by the lot owner and grantor as above outlined, for submission

of original plans and specifications. Approval or denial of plans and specifications if executed shall constitute such action by Harbor Island Association, Inc.,

No action to enjoin construction or claim damages because of a breach of any stipulation of this numbered paragraph or of said plans and specifications shall be maintained unless instituted within ninety (90) days after the action or omission creating the cause or causes of action has come to the personal knowledge of Harbor Island Association, Inc., or its successors or assigns.

7. No receptacles for refuse, garbage, trash or debris or tanks for storage of any material shall be kept above ground level, unless required otherwise by lawful authority. This paragraph does not apply to receptacles and tanks within the dwelling or garage.

8. No fence, wall, other like structure, hedge or annual planting shall be erected or grown beyond forty (40) inches in height, above average ground level. Trees shall be spaced, planted and pruned so that the view, of residents of the plat, within and beyond the set back areas shall not be obscured or impaired.

9. No boat house or boat dock shall be constructed, placed or kept on any lot.

10. Risers driven in boat channels, at the bulkheads thereof, for mooring of pleasure boats, shall be uniform of 2" x 6" timbers and shall extend three (3.0) feet above the bulkhead; unless otherwise provided and stipulated in the Rules and Regulations governing use of ways, boat channels and common lot.

11. No livestock, animals or fowl, except those regularly and customarily considered house pets, shall be kept or harbored on any lot.

12. Vehicles using the ways of said subdivision shall be operated in the manner and at speeds no greater than that required for operation in congested areas under the traffic laws of the State of Ohio, unless otherwise provided in the Rules and Regulations; no fire arms or noise producing devices shall be discharged or operated in said subdivision and noise producing implements and appliances used in and about dwellings shall not be operated at unreasonable or unseasonable times or so as to unduly disturb the peace and quiet of the community. Said Rules and Regulations are mentioned in paragraph number 14 hereof.

13. There is hereby assessed against each lot in this subdivision, an annual charge to satisfy the annual costs and reserves considered necessary; to keep up, repair, maintain and keep navigable the ways and boat channels of said plat; to provide such utilities and the service thereof to lot owners as grantor deems advisable for the development and best interests of said plat and lot owners; and to repair, maintain, enlarge, if needed, and replace improvements serving said lot owners and furnishing access to said plat and to the lots thereof; also to so assess benefited lots for care, improvement, use and maintenance of the common lot and for the construction and maintenance of protection against hazards and encroachments of the elements, providing the same becomes necessary or is deemed so by the assessing authority. The assessing authority shall be Harbor Island Association, Inc., Each

lot owner upon becoming the owner of a lot in said subdivision shall automatically become a member of Harbor Island Association, Inc., and shall be bound by its Rules and Regulations. Each member shall have one (1) vote, to be exercised in person or by proxy, for each lot owned; and the definition of "lot" under part C of paragraph number 1 above shall not affect voting. Any lot owner who fails or refuses to participate in the Association's affairs shall nevertheless be enrolled as a member thereof and may be styled, an inactive member, while not participating.

Annual assessments shall be determined and billed on or about May 1st of each year and shall become past due and payable on and after July 2nd of the same year. The assessing authority may deliver, by United States mail with postage prepaid, such billing to any known owner or co-owner of any lot at the address shown on the deed to said owner or owners and the same shall constitute valid and sufficient notice of and demand for payment of such assessment. Co-owners of any lot shall be jointly and severally liable for the full sum of each assessment. A lien is hereby created and reserved in favor of the assessing authority for the aggregate sum of all past due and unpaid assessments, with interest thereon, upon the lot or lots of owners who fail, refuse or neglect to pay the sums so assessed on or before July 1st of the year when they are so billed therefor; and such lien shall attach, have priority and be effective from the due date of each past due assessment.

14. The Association mentioned in paragraph No. 13 above, acting by affirmative vote representing eighteen (18) or more lots, may organize, elect officers and committees, adopt regulations for its government and by-laws for the direction of its officers, governing board and committees, employ persons and generally, in so far as lawful, do and perform those acts and things and have the powers commonly held and exercised by corporations, not for profit, and shall have, within limiting the generality of the foregoing, the following powers and duties, in addition to those expressed in paragraph No. 13, above:

- A. To make and enforce reasonable rules and regulations.
 1. To direct and control the operation and mooring of boats in said channels and adjacent waters;
 2. To prevent pollution and obstruction of the waters in and about said channels and to keep them open, free of debris and harmful deposits and fit for boating therein;
 3. To govern the use of the "Common Lot" as a beach, park and recreation area for the benefit of owners, their bona fide guests and tenants in common with the grantor; and
 4. To fix maximum load limits of vehicles using the ways in said plat and the connecting ways owned by grantor and furnishing access to said plat and to regulate the parking and operation of vehicles on and along said ways.
- B. To amend, modify or supplement the foregoing restrictions after reasonable notice of intent to do so is first delivered to lot owners or co-owners in the manner provided in paragraph 13 for delivery of notices of annual assessments. The intent and purpose of this sub-paragraph, whenever amendment or other revision as aforesaid is affirmed, shall be expressed in a writing, executed as a deed of conveyance of lands is executed by the then owners constituting the necessary majority in number of lots owned, and

become effective so as to perform the amendment, modification or supplement, or any combination thereof, when received for record in the office of the Recorder of Ottawa County, Ohio.

C. Owners of lots in said subdivision, their bona fide tenants and guests shall have and are hereby granted the following rights, privileges and uses in common with grantor, but under and subject to the foregoing restrictions and reservations:

1. Use of the extension westerly and northerly of North Shore Blvd., now known as Harbor Island Circle or North Island Circle, for roadway purposes to provide access to public highways thereover.

2. Use of the boat channels, waterway and ways in and adjacent to said plat for access by water and land to lots in said plat.

3. Use of that part of the "common lot" easterly of the front set back line extended, with reasonable access thereto, and use of other parts of said lot not needed or used by grantor for its purposes and structures, for beach, park and recreation purposes; and

4. Use of the easements and right of way reserved in paragraph E hereof, upon permit from grantor, for installations to be located as stipulated by grantor.

D. Each lot owner is granted an easement in common with the grantor, its successors and assigns, to use for ingress and egress the roadways created, owned and established by the grantor or its predecessors in title, from the subdivision to the East Catawba Road.

IN WITNESS WHEREOF, the grantor has hereunto set its hand by Richard A. Seckler, its President, this 28th day of September, 1978.

Signed and acknowledged in the presence of:

A.C. Wilber
Richard A. Seckler

SECKLER BUILDING AND DEVELOPMENT, INCORPORATED

by *Richard A. Seckler*
Richard A. Seckler
President.

State of Ohio, County of Ottawa, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Seckler Building and Development, Incorporated, by Richard A. Seckler, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Port Clinton, Ohio, this 28th day of September, 1978.



A.C. WILBER, ATTORNEY AT LAW
PORT CLINTON, OHIO 43452

A.C. Wilber
Notary Public

This instrument prepared by
A.C. Wilber, Attorney at Law
Port Clinton, OHIO 43452