

TRANSCRIBED HEREIN TO FACILITATE READING OF PARTLY ILLEGIBLE ORIGINAL

DECLARATION OF RESTRICTIONS
FOR
PLAT OF PART OF RESERVE A (SHAD ROW) (COHO)
IN
HARBOR ISLAND SUBDIVISION IN WEST HARBOR
CATAWBA ISLAND TOWNSHIP, OTTAWA COUNTY, OHIO

WHEREAS, HARBOR ISLAND, INC., IS THE OWNER IN FEE SIMPLE OF ALL THE LOTS AND LANDS COMPRISING PLAT OF PART OF RESERVE A IN WEST HARBOR, CATAWBA ISLAND TOWNSHIP, OHIO, AND

WHEREAS, SAID HARBOR ISLAND, INC., DESIRES TO MAKE KNOWN THE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, CHARGES AND AGREEMENTS, SUBJECT TO WHICH ALL OF SAID PLAT OF PART OF RESERVE ARE NOW OWNED BY IT AND SUBJECT TO WHICH THE LOTS AND LANDS 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 HARBOR ISLAND, INC., 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, 1966 TO MARCH 1, 2016, AND SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY THE OWNERS OF A MAJORITY OF THE LOTS, AGREEING TO ABOLISH OR AMMEND SAID RESTRICTIONS, COVENANTS, AND CONDITIONS, SHALL HAVE BEEN RECORDED; PROVIDED FURTHER, THAT AT ANY TIME DURING THE LIFE OF THE RESTRICTIONS, THEY MAY BE AMMENDED IN ANY WAY OR EXCEPTIONS GRANTED IF THE OWNERS OF 75% OF THE LOTS SIGN AN INSTRUMENT APPROVING SUCH AMMENDMENTS:

1. **DEFINITIONS**. THE FOLLOWING QUOTED WORDS AND DERIVATIVES THEREOF, WHENEVER 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 REFERED TO.

B. THE WORD **GRANTOR** SHALL MEAN THIS DECLARANT, HARBOR ISLAND, INC., AND ITS SUCCESSORS AND ASSIGNS.

C. THE WORD **LOT** SHALL REFER ONLY TO THE AREAS SO CALED AND SO DELIEATED AS SUCH, PROVIDED, HOWEVER, THE OWER 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 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 SET-BACK 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 SEVEN (7) 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, ANY 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. [SEE O.R. 1144,Pg 625..Decks , Patios, dock walks, and Walks..and pre-exist items.](#) [...SEE ALSO Vol 387,Pg 30..Decks,Patios,Dock Walks, Walks and lift structures...](#)

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 SHALL BE USED, INTENDED USE OF THE STRUCTURE AND THE DATE WHEN THE COMPLETED 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 SINGLE FAMILY DWELLING HOUSE WITH A GARAGE FOR NOT MORE THAN THREE AUTOMOBILES ATTACHED THERETO OR INCORPORATED THEREIN MAY BE ERECTED. 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 PERMENANT 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 TO OTHERS 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 FOR LIVING QUARTERS.

5. ALL WATER, SANITARY, AND SEWERAGE FACILITIES SERVING ANY RESIDENCE SHALL BEBE 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 OWNER 'S 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 ATTACHED BY MEMORANDUM TO SAID COPIES. ONE COPY, SO MARKED, SHALL 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 THE GRANTOR AS ABOVE OUTLINED, FOR SUBMISSION OF ORIGINAL PLANS AND

CLINTON, OHIO, OR BY THE DESIGNATED AGENT OR AGENTS FOR ITS SUCCESSORS OR ASSIGNS, SHALL CONSTITUTE SUCH ACTION BY THE GRANTOR.

NO ACTION TO ENJOIN CONSTRUCTION OR CLAIMS OF 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 OMMISION CREATING THE CAUSE OR CAUSES OF ACTION HAS COME TO THE PERSONAL KNOWLEDGE OF ANUY ONE OF THE PERSONS ABOVE DESIGNATED TO ACT FOR HARBOR ISLAND 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 BY LAWFUL AUTHORITY. THIS ARTICLE DOES NOT APPLY TO RECEPTACLES AND TANKS WITHIN THE DWELLING OR GARAGE.

8. NO FENCE, WALL OR 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 , See AMD VOL 270, PG904..(and any watercraft unless stored inside a building on premises)

10. RISERS DRIVEN IN BOAT CHANNELS, AT THE BULKHEADS THEREOF, FOR MOORING OF PLEASURE BOATS, SHALL BE UNIFORM, OF 4" X 4" TIMBERS AND SHALL EXTEND THREE (3) FEET ABOVE THE BULKHEAD; UNLESS OTHERWISE PROVIDED AND STIPULATED IN THE RULES AND REGULATIONS GOVERNING USE OF WAYS, 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 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 INTEREST 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 ASSESS BENEFITED LOTS FOR CARE, IMPROVEMENT, USE AND MAINTENANCE OF PROTECTIONS 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. EACH LOT OWNER UPON BECOMING THE OWNER OF A LOT IN SAID SUBDIVISION, SHALL AUTOMATICALLY BECOME A MEMBER OF HARBOR ISLAND ASSOCIATION 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

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 DUE AND PAYABLE ON AND AFTER JULY 2, 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 ABOUT 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. SO LONG AS THE PARTNERS OF HARBOR ISLAND, A PARTERSHIP, THE SURVIVORS OF THEM OR ANY CORPORATE SUCCESSOR IN INTEREST OF THEM OR LOTS OR LANDS IN THE VICINITY OF HARBOR ISLAND, PLAT 1, THEN SAID PARTNERS, SURVIVORS, OR SUCCESSOR SHALL BE AND REMAIN THE SOLE ASSESSING AUTHORITY TO EQUITABLY INITIATE, DO AND PERFORM ALL OF THE ACT AND DUTIES PRESCRIBED FOR THE ASSESSING AUTHORITY IN PARAGRAPHS 13 AND 14, AND THEIR SUB-PARTS, OF SAID DECLARATION OF RESTRICTIONS; PROVIDED, HOWEVER, SAID PARTNERS, SURVIVORS OR CORPORATE SUCCESSOR SHALL REMAIN SEPARATELY RESPONSIBLE FOR THE INITIAL COSTS OF DEVELOPING ACCESS WAYS AND OTHER IMPROVEMENTS TO SERVE HARBOR ISLAND PLAT 1, AND SHALL REMAIN THE SOLE OWNERS OF ALL FACILITIES ERECTED AND LOCATED ON THAT PART OF THE "COMMON LOT" WESTERLY OF THE FRONT SET-BACK LINE OF LOTS NUMBERED 14 THROUGH 17 IN SAID PLAT 1, SO AS TO UTILIZE SUCH FACILITIES TO SERVE AND BENEFIT THE LOTS IN HARBOR ISLAND, PLAT 1 AND ALSO OTHER LOTS AND LAND AREAS OF SAID PARTNERS, SURVIVORS OR SUCCESSOR, IN THE VICINITY OF SAID HARBOR ISLAND SUBDIVISION, WHICH ARE SERVED BY OR ABUT SAID ACCESS WAYS FROM EAST CATAWBA ROAD.

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 AN 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, WITHOUT 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 BOAT CHANNELS AND ADJACENT WATERS;
2. TO PREVENT POLLUTION AND OBSTRUCTIONS 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 BONIFIED GUESTS AND TENENTS 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 THE 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 No. 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

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.

THE FOLLOWING LETTERED PARAGRAPHS , WHEREIN LANDS, SUBMERGED LANDS AND WATER AREAS, INTERESTS, RIGHTS AND PRIVILEGES THEREIN ARE EXCEPTED, RESERVED AND RETAINED AND CERTAIN RIGHTS AND PRIVILEGES ARE GRANTED, CONSTITUTES PART OF THE FOREGOING DECLARATION OF RESTRICTIONS FOR THE PURPOSE OF GIVING NOTICE THEREOF (THE SUBSTANCE OF THE FOLLOWING PARAGRAPHS) TO ALL PERSONS WHO MAY OR WILL BECOME HEREINAFTER INTERESTED IN PREMISES IN AND ABOUT SAID PLAT ; AND TO CARRY INTO THESE PARAGRAPHS THE MEANINGS OF WORDS USED AS SUCH WORDS ARE DEFINED IN PARAGRAPH No. 1 OF SAID DECLARATION OF RESTRICTIONS.

A. THE GRANTOR EXCEPTS FROM THE PREMISES DESCRIBED ON THE RECORDED PLAT OF HARBOR ISLAND SUBDIVISION, "RESERVE A", AS SHOWN ON SAID PLAT AND LYING WESTERLY OF THE WESTERLY LOTS IN SAID SUBDIVISION, EXCEPT THE LAND DESCRIBED IN THIS PLAT OF PART OF RESERVE A, SUBJECT TO THE GRANTS THERE THROUGH BELOW MADE .

B. THE GRANTOR RESERVES THE USE IN COMMON WITH LOT OWNERS, THEIR BONA FIDE TENANTS AND GUESTS, OF ALL WAYS AND BOAT CHANNELS IN SAID PLAT AND THE RIGHT AND PRIVILEGE TO TRANSFER, ASSIGN AND CONVEY THE EXCEPTED PREMISES AND RIGHTS, PRIVILEGES, OPTIONS, USES AND POWERS RESERVED AND RETAINED BY IT, UNDER THE FOREGOING DECLARATION OF RESTRICTIONS, ON OR UNDER SAID RECORDED PLAT, AND IN THESE LETTERED PARAGRAPHS, TO ITS SUCCESSORS OR ASSIGNS, AS THE CASE MAY BE.

C. GRANTOR RESERVES THE RIGHT AND PRIVILEGE TO PERMIT THE OVERHANG OF OVERHEAD UTILITY LINE FIXTURES WHERE EASEMENTS THEREFOR OTHERWISE GRANTED OR RESERVED DO NOT PROVIDE SUFFICIENT SPACE FOR SUCH OVERHANG; GRANTOR TO BE SOLE JUDGE OF THE LOCATION OF ANY POLE ON ANY EASEMENT RESERVED OR GRANTED BY IT.

D. GRANTOR RESERVES THE FOLLOWING RIGHT, PRIVILEGE AND OPTION TO REPURCHASE ANY PREMISES IN SAID SUBDIVISION THEREFOR TO CONVEYED:

EACH OWNER ACQUIRING PREMISES IN SAID SUBDIVISION FROM GRANTOR AGREES FOR SAID OWNER OR OWNERS HEIRS, SUCCESSORS AND ASSIGNS, TO MAKE NO SALE OF SAID PREMISES EXCEPT IN THE FOLLOWING MANNER:

1. EACH OWNER, WHEN INTENDING TO SELL OR CONVEY, SHALL NEGOTIATE THEREFORE BY OFFER OF PURCHASE WHEREIN THE TOTAL PURCHASE PRICE AND ALL TERMS AND AGREEMENTS OF THE SALE ARE SET FORTH;
2. HAVING RECEIVED SUCH AN OFFER, SAID OWNER WILL, BEFORE ACCEPTING THE SAME, FORTHWITH EXHIBIT SAID OFFER TO GRANTOR AND DELIVER GRANTOR A TRUE COPY THEREOF;
3. GRANTOR SHALL HAVE FIFTEEN (15) DAYS THEREINAFTER WITHIN TO NOTIFY OWNER, AT OWNER'S ADDRESS STATED IN SAID OFFER, THAT GRANTOR WILL PURCHASE THE PREMISES AT THE PRICE AND UNDER THE TERMS AND AGREEMENTS OF SAID OFFER ;
4. IN THE EVENT GRANTOR DELIVERS SAID NOTICE TO SAID OWNER, OWNER WILL THEREUPON CLOSE THE SALE AND CONVEYANCE OF SAID PREMISES WITH THE GRANTOR, FULFILLING IN ALL RESPECTS THE AGREEMENTS AND PROVISIONS OF SAID OFFER AS THOUGH SAID OFFER HAD BEEN ORIGINALLY MADE BY GRANTOR AND ACCEPTED BY SAID OWNER; AND
5. IF GRANTOR DOES NOT EXERCISE ITS OPTIONS TO REPURCHASE WITHIN SAID (15) FIFTEEN DAY PERIOD, IT WILL EXECUTE AND DELIVER TO SAID OWNER OR OWNER'S NOMINEE A SUITABLE AND RECORDABLE INSTRUMENT WHEREUNDER IT WILL DISCLAIM ANY RIGHT OF REPURCHASE WITH RESPECT TO THE SALE PROPOSED BY

E. GRANTOR RESERVES EASEMENTS AND RIGHTS OF WAY FOR CONSTRUCTION AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES AND DRAINS ALONG AND OVER THE WAYS IN SAID PLAT, NOT INCONSISTANT WITH THE USE OF SAID WAYS FOR OTHER ROAD PURPOSES.

F. GRANTOR RESERVES THE RIGHT TO USE THAT PART OF THE COMMON LOT WESTERLY OF THE FRONT SET-BACK LINE EXTENDED FOR SUCH PURPOSES AND STRUCTURES AS IT MAY PUT THE SAME TO AND ERECT IN DEVELOPING SAID PLAT AND PROVIDING SERVICES FOR THE LOT OWNERS THEREOF. SEE Misc Vol 11, PG 652 Paragraph No. 2..and also other land of ..successors in the vicinity of said Harbor Island Subdn

G. OWNERS OF LOTS IN SAID SUBDIVISION, AND 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 FORGOING RESTRICTIONS AND RESERVATIONS:

1. USE OF THE EXTENSION WESTERLY AND NORTHERLY OF NORTH SHORE BLVD. 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 TO 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 THE GRANTOR, FOR INSTALLATIONS TO BE LOCATED AS STIPULATED BY THE GRANTOR.

H. EACH OT 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 FROM THE SUBDIVISION TO THE EAST CATAWBA ROAD.

IN WITNESS WHEREOF, THE GRANTOR HAS HEREUNTO SET ITS HAND BY EDWARD C. LAY, ITS PRESIDENT, MARY L. LAMBERT, ITS SECRETARY, DULY AUTHORIZED BY THE BOARD OF DIRECTORS OF HARBOR ISLAND, INC., TO EXECUTE CONVEYANCES FOR AND ON BEHALF OF HARBOR ISLAND, INC., THIS 16TH DAY OF MAY, 1967

SIGNED, ACKNOWLEDGED AND
DELIVERED IN OUR PRESENCE:

EUGENE V. BOLTE

HARBOR ISLAND, INC.,

BY Edward C. Lay, its president

BY Mary L. Lambert, its secretary

STATE OF OHIO SS
OTTAWA COUNTY

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED THE ABOVE NAMED HARBOR ISLAND, INC., BY EDWARD C. LAY, ITS PRESIDENT AND BY MARY L. LAMBERT, ITS SECRETARY, WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THE FREE ACT AND DEED OF THEM PERSONALLY AND AS SUCH OFFICERS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, AT PRT CLINTON, OHIO, THIS 16 TH DAY OF MAY, 1967 EUGENE V. BOLTE

NOTARY PUBLIC

MY COMISSION EXPIRES NOV.9.1971

THEM PERSONALLY AND AS SUCH OFFICERS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, AT PRT
CLINTON, OHIO, THIS 16 TH DAY OF MAY , 1967 EUGENE V. BOLTE

NOTARY PUBLIC

MY COMISSION EXPIRES NOV.9,1971

SUBSEQUENT DECLARATIONS AND AMENDMENTS AND ESMTS:

VOL 215,PG 490 ...JULY 31,1961 1ST AMD FOR H.I. "...

VOL 235,PG 270 ...JUNE 23,1963 DECL FOR PT RES. "A" (SHAD)...

MISC 11,PG 652.....SEPT 1965 2ND AMD FOR H.I.

VOL 270,PG 904...DEC 27, 1976 AMD DECL FOR PT RES "A" (ALL);

VOL 277,PG 001...SEPT 28,1978 DECL FOR PLAT 3; VOL 381,PG 906 PLT 1 AMD JUNE 1973(ALL)

VOL 381,PG909.JUN 1993 AMD. PLAT3.... VOL- 387,PG 030 AMD PT RES "A" FEB 1994(SHAD

VOL 387,PG 033 FEB 1994 AMD FOR PLAT 1.....VOL 387, PG 036 FEB 1994 AMD FOR PLAT 3

VOL 413, PG 197,....NOV 1996 D&L PTNRS. TO H. I. ASSN. .SHAD, PERCH, N. ISLAND CIR

VOL 424, PG 099 FEB 1998 ESMT TO COUNTY OVER COHO, SHAD PERCH , N. ISL CIR ,

VOL 1144, PG 625 ...JULY 2006 AMD FOR LOTS 36-50 (SHAD ROW)(HARBOR ISL DEV)