

or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Entrance Features. Any boulevard islands, subdivision identification signs, wing walls, landscaping, grass and/or other amenities at the Harbor Town entrance to the subdivision, although located in whole or in part within the public right-of-way, are intended to be treated as if such amenities are part of the Common Areas. All such amenities shall be maintained, repaired and replaced, from time to time, by the Developer, its successors and assigns, and ultimately the Association.

ARTICLE TEN

Signage

Section 1. Definition For purposes of this Article Ten, the following definitions shall apply:

Advertising Signs: A type Temporary Signage, externally visible, clarifying a temporary business activity (i.e. "Sales", "Grand Opening", "Now Hiring", etc.)

ARC: Architectural Review Committee, as defined in the Declaration of Easements Restrictions and the Covenants and site development standards of Harbor Town Place.

Artwork: Art that is not considered signage; does not fit into a signage category and includes exterior works of art, such as statues, murals, fountains, decorative pavers and tiles, and Super Graphics; placed in areas that

Awning: Any structure made of flexible fabric or solid material covering a frame attached to a building, erected to be stationary in the down or open position.

Banner: Any sign of lightweight fabric or similar material that can be a component of a Master Signage Program or can be temporary announcement of a special event.

Billboard: A Temporary Sign, which exceeds the size limits of Marketing or Advertising Signage.

Blade Sign: A Type of Identification Signage that is attached to or projects more than 18 inches from a building face or wall including signs affixed to architectural projections from a building with the copy area of such signs on a perpendicular plane to the face of the building facade or architectural projection to which it is affixed.

Building Identification Signs: Wall mounted Identification Signage to identify a building or occupant.

Construction Signs: Temporary Signage identifying the project-associated developers, contractors, subcontractors, financial institutions, engineers, architects and/or suppliers involved on a project under development, permissible as a freestanding sign or as graphics on a barricade, as appropriate, for the duration of the project from ground breaking to occupancy.

Copy Area: The area of a sign that includes all of the display area of a sign, including lettering, logos, stripes or combination of colors and designs that extend the visual effect of the size of the sign, but does not include the bracing, framing and structural supports, unless such supports are made a part of the message of the face of the sign.

Developer: Shall mean and refer to H.T. Development, LLC, or its successors or assigns, and be defined in the Declarations of Easements, Restrictions and Covenants and Site Development Standards, for Harbor Town Place.

Directional Signage: Signs that primarily guide vehicular traffic, but can also direct pedestrians and other modes of transportation, through a project streetscape or through individual sites and are designed to facilitate automobile movement and/or to control traffic flow. These signs are generally small, with limited text and directional arrow, may be wall, post or ground mounted, located at ingress and egress points, on or off premises, with proper easements approval.

Freestanding Signs: Typically, Identification and Directional Signage that are permanently affixed upon the ground supported by once or more structural members, with air space between the ground and the sign face, and located in a landscaped or hardscaped setting.

Ground Signs: Typically, Identification and Directional Signage that are erected as Monument or Pylon Signs, are permanently affixed in or upon the ground with no air space between the ground and the sign face, and located in a landscaped or hardscaped setting.

Identification Signage: A type of signage category that identifies places of business (tenants), buildings and project site development areas. These signs may be wall mounted, post, or freestanding ground style, with copy that is an appropriate scale to the setback of the building being identified. The text is limited to the project, company or tenant name and may incorporate addresses and symbols such as company logos, when appropriate.

Informational Signage: A type of signage category that is explanatory in nature, covering any pedestrian or patron information needs. Generally, these signs are of a personal scale and shall not be part of any sign whose primary function is business identification.

Landlord: Owner or Owner Representative of multi-tenant site.

Marketing Signs: Temporary Signage; professionally made, identifying property for sale or lease within the development, identifying the broker name and method of contact.

Master Signage Program: A coordinated program of all signs that encompasses all identification and way finding for any project; also called master sign plan, sign plan, way finding program and environmental graphic program. These programs include, but are not limited to, sign types, locations, quantities, colors, styles, materials, lettering type, logo type, dimensions and copy area.

Monument Signs: A Ground Sign having a horizontal dimension greater than its vertical dimension.

Multi-Tenant Identification Signs: A freestanding sign identifying multiple tenants located within a development project. The sign is limited to name, logo and address of the project in a header panel and name and logo of the tenants in subordinate panels.

Orientation/Directory Signage: A type of signage category that presents the physical layout of a building or site development project and help pedestrians and patrons find their way. They include location directories and maps, and are of a personal scale located near entrances, lobbies, and near pedestrian oriented common areas, wall or post mounted, or within kiosks.

Political Signs: Any Temporary Signage identifying a political candidate, issue, or party.

Real Estate Signs: Any Temporary Signage, professionally made, pertaining to the sale, exchange, lease or rental of buildings or real property.

Regulatory/Life Safety Signage: A type of signage category that is used to inform patrons or drivers of certain restrictions or to alert patrons or drivers to areas or lifesaving devices. Symbols may be used when appropriate. Street signage and traffic control devices are included in this category.

Roof Signs: A sign installed on a roof or projecting above the eave of a building or mounted on an arcade or parapet. Roof signs are prohibited in Harbor Town Place.

Seasonal Signage: Any Temporary Signage that may include seasonal decorations such as lighting, greetings, symbols, banners, flags, etc., may be displayed for no more than forty-five days, must have no reference to commercial businesses or products and must be substantially related to an event or festivity.

Site Identification Signage: Identification Signage that identifies a unique development or project site, typically placed at entryways or along freeway locations.

Storefront Tenants: Tenants with facades that resemble storefronts, that may include separate exterior entries and display window(s).

Super Graphic: A painted design that covers all or a major portion of a wall, building or structure.

Wall Mounted Signs: Identification Signage that is in any manner affixed to or painted onto any exterior wall of a building or structure or etched into exterior glass of a building or structure and that projects not more than 18 inches from the building or structure, including signs affixed to architectural projections from a building provided the copy area of such signs remains on a parallel plane to the face of the building facade.

Section 2. General Requirements.

(a) Temporary Construction Signage: Such signs may indicate the "future site of", or the name of the owner. All signs shall be a 4'x8' size and placed in a vertical position, 4' wide and 8' wide and shall have tan posts with caps and light blue (PMS 298) lettering.

(b) Procedure for Signage Submission:

(i) ARC Approval Process. The ARC shall have the responsibility of reviewing all Signage plans for conformity to the purpose and intent of this Declaration and the Perrysburg Zoning Code. The approval shall be based on the comprehensiveness of the plans submitted and the integration and impact of the signage on the proposed site and on existing neighboring sites. The ARC shall approve or deny an application within twenty (21) business days after receipt of a fully completed application.

(ii) The ARC shall not arbitrarily or unreasonably withhold its approval. The ARC is granted full authority to approve said plans in writing as long as they comply with all requirements of the Development Standards and the new City of Perrysburg Signage Code.

Once the ARC approval process has been completed, the applicant, owner or sign contractor may apply for a sign permit and pay permit fees directly to the City of Perrysburg Planning and Zoning Administrator for all permanent signage.

(ii) Variances. The ARC is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this development and where strict application of the provision would result in a particular hardship to the person seeking the variance. The variance would only pertain to the Development Standards and not the City of Perrysburg Signage Code.

Approval of any variance shall be by simple majority. In the event of a tie vote, the side in which the ARC City of Perrysburg representative votes will be deemed determinative of the outcome.

(iii) ARC/Developer Liability. Neither the ARC nor the Developer or their respective successors or assigns shall be liable in damages to anyone submitting sign plans to them for approval. Every person who submits sign plans to the ARC for approval agrees, by submission of such plans, that he will not bring any action or suit against the ARC or the Developer to recover such damages.

(vi) Violations. The Developer and the ARC reserve the right, in case of any violation or breach of any of the rules, limitations, restrictions, and agreements of the Harbor Town Declarations of Easements, or Restrictions and Covenants and Site Development Standards and the new Perrysburg Zoning Code, to enter the lot upon which said violation exists and to summarily abate and remove at the expense of the Owner any sign that may be contrary to the conformity, intent and meaning of the provisions hereof as interpreted by the Developer and/or the ARC; and the Developer and the ARC shall not be deemed guilty of trespass to enforce the same.

The lot owner shall immediately reimburse the Developer and/or the ARC for any costs, including court costs and attorney fees and disbursements, incurred in connection with the Developers and/or the ARC's removal of such violation.

Any failure to reimburse the Developer and/or the ARC shall give the Developer and/or the ARC the right to place a lien upon such defaulting Owner's lot.

The failure of the Developer or the ARC to enforce any of the rules or regulations contained herein shall in no way be construed to be a waiver or acquiescence or consent to any continuing violation and the Developer and/or the ARC shall at any and all times have the right to enforce the same at law or in equity.

(v) ARC General Procedures not addressed elsewhere. Art that is not considered signage; does not fit into a signage category and

includes exterior works of art, such as statues, murals, fountains, decorative pavers and tiles, and super graphics that are placed in areas that maximize public interaction require ARC review and approval. The ARC will consider each artwork application on its individual merits as it relates to its surroundings.

The ARC may convene by conference call and/or email to expedite approval of signage plans when scheduling conflicts would create delays beyond twenty-one (21) day review and approval process.

Section 3. Materials, Installation and Illumination Requirements:

(a) Standards for Signage Materials, Colors and Styles:

(i) Signs shall complement and/or harmonize with the materials, colors and styles used on surrounding buildings and structures and must be consistent and complement the architectural theme of Harbor Town Place.

(ii) Freestanding and Ground Signs shall be made of solid materials of a permanent nature known and used in the sign construction industry and shall include, but not limited to, brick, simulated brick material, stone, EIFS, polished or honed finish metals, decorative precast concrete, wood, architectural masonry, steel and/or metal and glass.

(iii) The structure must be an integral part of the sign display and no exposed structural members will be permitted, unless it contributes to the sign concept.

(iv) The components necessary for operation or fastening of the signage shall not be exposed or visible to the general view, unless it contributes to the sign concept.

(v) For maintenance purposes, the sign manufacturer or owners identification shall be affixed to the sign and screened from the general view.

(vi) Lettering/logos and/or lettering styles must be clear and legible from the nearest roadway.

(vii) Per Perrysburg Code 1286.99 regarding Comprehensive Sign Plans, all freestanding signs shall be located in a landscaped or hardscaped setting to provide the desired continuity and street scene effect of the development.

(b) Standards for Signage Illumination:

(i) Where illumination is allowed it may be internal, (such as internally illuminated letters, reverse channel letters, or "halo" effect), or external (such as neon, mono-point or bullet type sources, single spots, incandescent or halogen).

(ii) The source of illumination shall be so arranged as to not reflect onto or cause glare to pedestrians or vehicles.

(iii) All electrical service must be hidden underground with meters or drops screened from the general view.

(iv) Landscaping must screen any, exposed light source.

(c) Standards for Signage Construction and/or Erection:

(i) No blade or banner sign may be placed with less than 8'-6" of clearance above a pedestrian walkway or 14'-0" of clearance above a public or private roadway/driveway.

(ii) The following signs are prohibited:

Animated and intensely lighted signs.

Any sign tacked, pasted or otherwise not permanently affixed to the wall of a building, a tree or other natural feature, or planted in the ground on flimsy support posts.

All roof signs or signs that extend above a building roofline or parapet.

Signs with flashing, rotating or oscillating lighting; except Time/Temperature signs.

Signs that cause a traffic hazard, through attempts to distract/confuse or surprise.

Signs placed without permission of the Developer, ARC or property owner.

Abandoned or obsolete signs.

Section 4. Perrysburg Planned Business Park. The Planned Business Park is defined as the area within Harbor Town Place that anticipates development with a mix of multi-tenant and single tenant sites that incorporate limited retail businesses, offices and banks, light industrial, research and development facilities, restricted manufacturing, warehousing, printing, public service essential services and accessory uses on individual parcels. This section provides signage criteria in two sections, Multi-tenant sites and Single User sites.

A. Identification Signage - Multi-tenant Sites

Project Site Identification signs

Multi-tenant Identification signs

Building Identification signs

Tenant Identification - Non-storefront tenants

Tenant Identification - 1st Floor Storefront tenants

Tenant Identification - 2nd /3rd Floor tenants

B. Identification Signage - Single Tenant Sites

Project/Site Identification signs
Building Identification signs
Building Identification - Storefront tenant

C. Identification Signage - Multi-tenant Sites

Any project site that intends to provide leaseable commercial space to one end-user per building may erect Ground style project site identification or multi-tenant identification signage at key intersections or entry points, on site, in addition to building/tenant identification signage.

1. Project/Site Identification signs:

Size of signs: Maximum copy area per side shall not exceed 32 square feet and maximum height of sign structure shall not exceed 12 feet, not including any decorative elements or caps.

Lettering/Logo: Lettering height shall not exceed 12 inches, limited to the name, logo and/or address.

Location of signs: Within private property line at entry point(s) along key view corridors, on site, erected in a landscaped setting so as not to obstruct regulatory signs, directional signs or traffic.

Illumination: External illumination only.

2. One Multi-tenant identification sign, as defined below, may be substituted for one site identification sign.

Size of signs: Maximum copy area per side shall not exceed 32 square feet and a maximum height of sign structure shall not exceed 6 feet, not including any decorative elements or caps.

Lettering/Logo: The lettering height shall not exceed 8 inches, limited to the name, logo and address.

Number of signs: Maximum one (1) total per site.

Location of signs: Within private property line; on site, erected in a landscaped setting so as not to obstruct regulatory signs, directional signs or traffic; and located in an area that is deemed appropriate by the Developer.

Illumination: External illumination only.

D. Building Identification - Non-storefront tenants:

Multi-tenant commercial buildings that do not include any Storefronts may erect wall mounted building identification signs in addition to site or multi-tenant signs.

1. Wall mounted signs:

Size of signs: Copy area is equal to 1 square foot for each linear foot of the principal facade, not to exceed 10% of the face of the facade with a maximum total square footage of 75 square feet.

Lettering/Logo: Limited to the name, logo and/or address of the building with a maximum lettering height of 18 inches.

Number of signs: One (1) per building

Location of signs: Above entry or key view corridor on uninterrupted flat wall surface, may not extend above the roofline and shall be located in an area that is deemed appropriate by the owner and Developer.

E. Tenant Identification - First Floor Storefront Tenants:

Commercial tenants of all storefront spaces may erect exterior tenant identification signs including wall-mounted signs, blade signs, window signs and awnings. Retailers are encouraged to maintain their branding, individual identities and logotypes so that colorful identification is accomplished. No Freestanding or Ground signs are permitted.

1. Wall mounted signs:

Size of signs: For building/tenants less than 20,000 square feet, the maximum copy area is 10% of the storefront facade or 75 square feet, whichever is less.

Number of signs: One (1) per storefront, maximum of two (2).

Location of signs: Above storefront(s), entries or key view corridors.

Illumination: Internal or external.

2. Blade signs:

Size of signs: Maximum 8 square feet, supported at building facade by painted, treated or powder coated metal post/brackets, which extend no more than 4 feet and allow for air circulation.

Lettering/Logo: Per the discretion of the ARC
Number of signs: 1 per storefront, maximum of

Location of signs: Above storefront(s) or on piers,
allowing 8' -6" clearance above pedestrian walkway.

Illumination: External only.

3. Window signs: Are prohibited except when
you can't use a wall sign

Size of signs: 1.5 square feet per windowpane

Lettering/Logo: Maximum lettering height of 6 inches

Number of signs: 1 per window pane/1 per transom
pane, quantity per the discretion of the Landlord and
Developer.

Location of Signs: Centered or placed in a consistent
and aesthetically pleasing manner per the discretion of
the ARC.

F. Awnings: Awnings will be primarily to provide color,
ornament, shade, shelter and pedestrian scale and only secondarily to
provide signage. All awning designers must obtain ARC approval.

1. Typically, graphics and logos will be
located on the diagonal main panel of a solid color
awning, limited text and/or logos may be allowed on
a lower vertical scale, if awning design allows.

2. Maximum height of lettering located
on the front vertical face shall be 8" or no more than
2/3 of the vertical face.

3. Awnings shall typically extend 5'-0"
minimum over the sidewalk, with a minimum height
above the sidewalk of 8' -6".

4. Sides of awnings shall be open to
increase sight lines towards storefronts.

5. Acceptable materials include
"Sunbrella" and other woven fabrics of equal quality;
vinyl, plastic or untreated canvas materials are
prohibited.

6. Awnings shall be surface illuminated only,
through aperture mounted light fixtures affixed to building
facade only. Internally illuminated awnings are not permitted.

G. Tenant Identification - Second and Third Floor Tenants: Commercial tenants above storefront space may erect blade or window signs.

Blade signs:

Size of signs: Maximum 3 square feet.

Lettering/Logo: Maximum lettering height of six (6) inches Number of signs: 1 per tenant.

Location of signs: Located in an area that is deemed appropriate by the Landlord and the Developer.

Illumination: External only.

Window signs:

Size of signs: Maximum 2 square feet.

Lettering/Logo: Maximum lettering height of six (6) inches. Number of signs: 2 per facade.

Location of signs: Centered in lower quadrant of tenant window.

H. Identification Signage- Single Tenant Sites: Any project site that intends to provide leasable commercial space to one end user may erect project site identification at entry points or key view corridors, on site, in addition to building identification signage.

1. Project Site identification signs: A single tenant site may erect a Freestanding or Ground style identification sign.

Size of signs: Maximum copy area per side shall not exceed a maximum of 32 square feet and maximum height of sign structure shall not exceed 6 feet, not including any decorative elements or caps.

Lettering/Logo: Lettering height shall not exceed 12 inches, not including any decorative elements or caps.

Number of signs: Maximum 2 total for sites greater than 10 acres, maximum 1 per entry. Maximum 1 total for sites less than 10 acres.

Location of signs: Within private property line at entry point(s), on site, erected in a landscaped setting so as not to obstruct regulatory signs, directional signs or traffic, per the discretion of the ARC.

Illumination: External illumination only.

I. Building Identification - Non-storefront tenant: A single tenant commercial building that does not include a storefront may erect a wall mounted building identification sign in addition to a site identification sign.

1. Wall mounted signs:

Size of signs: Copy area is not to exceed 10% of the facade on which the sign will be erected, a maximum of 75 square feet, whichever is less.

Lettering/Logo: Limited to the name, logo and/or address of the building with a maximum lettering height of 18 inches.

Number of signs: One (1) per building.

Location of signs: Above entry or key view corridor.

J. Building Identification - Storefront tenant: A single tenant commercial building with a storefront may erect a wall-mounted sign, blade sign, window signs and awnings.

1. Wall mounted signs:

Size of signs: For a building less than 20,000 square feet, the maximum copy area is 70% of the storefront width x the maximum lettering height of 18 inches; or 75 square feet, whichever is less. For a building greater than 20,000 square feet, copy area is equal to 1 square foot for each linear foot of the principal facade(s) on which the sign will be erected, or 150 square feet, whichever is less.

Lettering/Logo: For a building less than 20,000 square feet, the maximum lettering height is 18 inches. For a building greater than 20,000 square feet, lettering may be less than or equal to 1/12 of the building height up to a maximum of 36 inches. Building height shall be measured from the exterior finished grade to the top of the lowest front parapet height.

Number of signs: 1 per storefront, maximum of 2.

Location of signs: Above storefront(s)/entries or key view corridors.

Illumination: Internal or external (see Illumination Standards on p. 8).

2. Blade signs:

Size of signs: Maximum 8 square feet, supported at building facade by painted, treated, or powder coated metal post/brackets, which extend no more than 4 feet and allow for air circulation.

Lettering/Logo: Per the discretion of the ARC.
Number of signs: 1 per storefront, maximum of 2.

Location of signs: Above storefront(s) or on piers, allowing 8'-6" clearance above pedestrian walkways.

Illumination: External only.

3. Window signs:

Size of signs: 1.5 square feet per windowpane
Lettering/Logo: Maximum lettering height of 6 inches.

Number of signs: 1 per window pane/1 per transom pane, per the discretion of the Landlord and Developer.

Location of signs: In lower quadrant of display window(s), below any area 3' -6" from finished floor or centered in transom glass; centered or placed in a consistent and aesthetically pleasing manner per the discretion of the ARC.

Illumination: None.

K. Awnings: Awnings will be used primarily to provide color, ornament, shade, shelter and pedestrian scale and only secondarily to provide signage. All awning designs shall be subject to approval by the ARC.

L. Directional Signage: In the Planned Business Park Development directional signage is defined as signage to facilitate vehicular and truck movement through the project streetscape and/or to control traffic flow. These signs shall be consistent in design, with others in the Development, with limited text and directional arrows and may be Ground, post styled, or wall mounted signs, located on premises only.

Size of signs: Sign area shall not exceed 4.5 square feet for Freestanding, Ground Signs with a maximum height of 3' measured from grade. Wall mounted sign area shall not exceed 2 square feet.

Lettering/Logo: Text shall be limited to name (such as "Parking" or Deliveries") and directional arrow.

Number of signs: Shall be determined by the Landlord and the Developer.

Location of signs: Ground or post style signs shall be located in a landscaped setting at any ingress, egress or common area that is deemed appropriate by the Landlord and the Developer.

Illumination: None allowed.

M. Marketing signs:

Size of sign: Professionally designed, typically maximum copy area is 32 square feet per side.

Number of signs: One sign per site or 300' of street frontage is permitted; additional signage is per the discretion of the Developer.

Location of signs: Sign may be freestanding or banner, located within the property line, 5' setback; additional locations are per the discretion of the Developer.

Illumination: None.

Duration: Signs must be removed within 7 days of full leasing.

Advertising, Special Event or Special Sale Signs: Maximum 8 square feet or may not cover more than 25% of storefront glass, whichever is less, erected up to 30 days prior to event, dismantled within 48 hours after event. A-frame signs and menu boards displayed at point of ingress are included in this category.

Civic or Community Event Signs or Banners: Erected up to 30 days prior to event, dismantled within 48 hours after event.

Political Signs: Maximum sign area shall not exceed 8 square feet, height shall not exceed 6 feet, erected up to 30 days before election, dismantled within 48 hours after election.

Real Estate Signs: Max 36 square feet, 4 feet max height, one per site. All Real Estate signs are to be 5' x 4' with tan posts and caps with blue and white lettering; to be removed within 30 days of lease or settlement.

Seasonal Signs or Banners: May include signs, banners, flags and decorations with lighting,

greetings, symbols, etc; shall be displayed for no more than forty-five days; should have no reference to commercial businesses or products; and must be substantially related to an event or seasonal festivity that occurs annually or seasonally.

ARTICLE ELEVEN

Lighting and Structures

(a) All parking lot lighting shall be Beacon, Pierwaltz Luminaire, Boardwalk collection in black.

(b) All exterior cans, sign post, steel protective poles, electric meter settings, ladders, and all related structures shall be in black.

ARTICLE TWELVE

Miscellaneous Provisions

Section 1. Access Reservation, Ingress and Egress. Developer, for itself, its successors and assigns, and for all persons owning and/or leasing the real property in Harbor Town Place, and for all invitees of such persons, hereby reserves a perpetual right of way and access easement for ingress and egress, upon, across and over, all paved spaces not separately marked exclusively for parking herein, for access to Harbor Town Boulevard and Lighthouse Way, and any and all transferees of such real property shall be bound by such reservation.

Section 2. Lots Subject to Restrictions. All Lot owners by adoption of this Declaration and each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restriction, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Developer and the Association, as the case may be, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligation hereby imposed, shall run with the land and bind every Owner of any interest therein, and insure to the benefit of such Owner, in like manner as if the provisions of this Declaration were recited and stipulated in each and every deed of conveyance.

Section 3. Restrictions Run with Land. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with the land in Harbor Town Place, and shall be binding upon all persons (either natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in Harbor Town Place or any Lots therein, regardless of how or in what manner said interest is acquired, until the first day of January 1, 2031, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, except as otherwise provided in Article Twelve, Section 4.

Section 4. Amendment; Termination. Except as otherwise set forth herein, this Declaration may be amended prior to January 1, 2031 by the Developer, or upon with the written approval of two-thirds of the then Owners of the Lots in Harbor Town Place. The amendments shall become effective from and after filing with the Recorder of Wood County, Ohio of an instrument stating the amendment and signed by all approving parties with the formalities required by law. Except as set forth in the then current Zoning Code, these covenants and restrictions may be terminated after January 1, 2031, and may be amended or terminated thereafter, with the written

approval of two-thirds of the Owners of the Lots (each Lot owner has one vote) in Harbor Town Place upon the filing of an instrument as aforesaid with the Wood County Recorder of Ohio.

Section 5. Power of Attorney. Pursuant to the provisions hereof, and by these presents, the Developer has reserved the right to grant easements at any time and from time to time. In the event the Developer so elects to grant such easements, each Lot Owner by his subscription of this Declaration, or following its recordation, by acceptance of a deed to a Lot, agrees to cooperate and execute all documents necessary to effect the granting of such easements. In order to facilitate the granting of such easement, each Lot Owner and the Association, hereby irrevocably appoint the Developer his and/or its attorney-in-fact to execute, acknowledge and record, for and in the name of each Lot Owner and/or in the name of the Association, such instruments or documents as may be necessary, from time to time, to grant easements as provided herein. This power of attorney is coupled with an interest and shall be binding upon any successor in title to a Lot or any successor or assign of the Association.

Section 6. No Waiver. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number of violations or breaches that may occur.

Section 7. Compliance with Laws. Lot Owners shall be solely responsible for compliance with local, state and federal laws, ordinances, rules and regulations regarding the use of the Lots in addition to compliance with this Declaration.

Section 8. Severability. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such rules, regulations or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 9. Violations. A violation of any of the rules and regulations adopted by the Developer, or by the Association, as the case may be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 10. Assignment. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Developers and Owners have executed this Declaration of Restrictions on the 9 day of ~~June~~^{JULY}, 2008.

DEVELOPER

H.T. DEVELOPMENT, LLC

By: Brian J. Gruber
Brian J. Gruber, Managing Member

FARMERS AND MERCHANTS STATE BANK

By: Allen L. Jantz
Its: SR Vice President

MG LAND INVESTMENTS I, LLC

By: *Timothy X. Gruber*
Timothy X. Gruber, Manager

MG LAND INVESTMENTS II, LLC

By: *Timothy X. Gruber*
Timothy X. Gruber, Manager

LOSAJES, LTD.

By: *Lois M. Rosenberry*, Mgr
Lois M. Rosenberry, Manager

STATE OF OHIO)
COUNTY OF WOOD) ss:

Before me, a Notary Public in and for said County, personally appeared Brian J. Gruber, Managing Member on behalf of H.T. Development, LLC, an Ohio limited liability company, who acknowledged under oath that he executed the foregoing instrument as his free act and deed for the purposes expressed therein, and that of the Company.

Subscribed and acknowledged in my presence this 16th day of July, 2008.



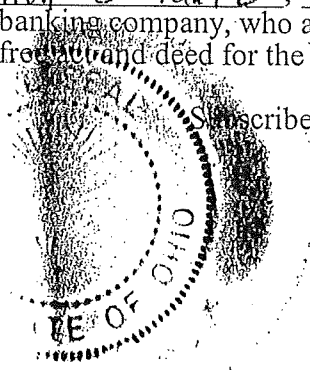
HOLLY PIFER
Notary Public, State of Ohio
My Commission Expires
September 11, 2012

[Signature]
Notary Public

STATE OF OHIO)
COUNTY OF Fulton) ss:
~~WOOD~~

Before me, a Notary Public in and for said County, personally appeared Allen G. Kautz, SR Vice President of Farmers and Merchants State Bank, an Ohio banking company, who acknowledged under oath that he executed the foregoing instrument as his free act and deed for the purposes expressed therein, and that of the Company.

Subscribed and acknowledged in my presence this 9 day of July, 2008.



[Signature]
Notary Public

Artie Short
Notary Public, State of Ohio
My Commission Expires February 3, 2010

STATE OF OHIO)
COUNTY OF WOOD) ss:

Before me, a Notary Public in and for said County, personally appeared Timothy X. Gruber, Manager of MG Land Investments I, LLC, an Ohio limited liability company, who acknowledged under oath that he executed the foregoing instrument as his free act and deed for the purposes expressed therein, and that of the Company.

Subscribed and acknowledged in my presence this 16th day of July, 2008.



HOLLY PIFER
Notary Public, State of Ohio
My Commission Expires
September 11, 2012

[Signature]
Notary Public

STATE OF OHIO)
COUNTY OF WOOD) ss:

Before me, a Notary Public in and for said County, personally appeared Timothy X. Gruber, Manager of MG Land Investments II, LLC, who acknowledged under oath that he executed the foregoing instrument as his free act and deed for the purposes expressed therein, and that of the Company.

Subscribed and acknowledged in my presence this 16th day of July, 2008.



HOLLY PIFER
Notary Public, State of Ohio
My Commission Expires
September 11, 2012

[Signature]
Notary Public

STATE OF OHIO)
COUNTY OF LUCAS) ss:

Before me, a Notary Public in and for said County, personally appeared Lois M. Rosenberry, member of Losajes, Ltd., an Ohio limited liability company, who acknowledged under oath that she executed the foregoing instrument as her free act and deed for the purposes expressed therein, and that of the Company.

Subscribed and acknowledged in my presence this 13th day of June, 2008



SUSAN E. GARRETT
Notary Public, State of Ohio
My Commission Expires 11/13/2009

[Signature]
Notary Public

