

DECLARATION OF RESTRICTIONS**NUGENT'S CANAL POINT, BAY TOWNSHIP, OTTAWA COUNTY, OHIO**

Whereas, the Property Owner's Association of Nugent's Canal Point, Inc. a properly registered non-profit Corporation of Ohio, desire to make known the restrictions, conditions, covenants, reservations, charges and agreements, subject to which all property owners must adhere.

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 Nugent's Canal Point Property Owners their Heirs and Assigns, herein designated the "Corporation" that of said Lots and Lands shall be held and conveyed by them subject to the following restrictions, conditions, covenants, reservations, charges and agreements, which shall run with the land in a general plan to maintain residential standard of all lots and provide for governing and maintenance of roads and ways in said allotment for a continuing indefinite period of time, unless and instrument signed by a majority of lot owners, agreeing to abolish or amend said restrictions, covenants and conditions have been recorded; provided further that any time during the life of the restrictions, they may be amended in any way or exceptions granted if 75% of the members of Nugent's Canal Point Property Owner's Association sing an instrument approving such amendments.

- 1. Said premises shall be used solely and exclusively for single-family residence purposes. Upon each lot there shall be placed not more than one (1) single family residence, a private garage and/or boathouse. The ground floor area of the main structure of any dwelling (Mobile Homes excluded), exclusive of attached porches, and attached garages or carports shall be not less than 720 sq. ft.**

All structures on any lot shall be erected on solid cement footings, shall have painted wood or solid brick siding or equal. All trailers must be skirted and tied down within one (1) year. Rolled roofing or asphalt sidings are prohibited. The exterior of any building must be completed within one (1) year after footers are laid.

All commercial activities, of any type, within the Corporation are reserved by the Association, their Heirs, and Assigns. However, rental of the premises shall not be considered as a violation of this restriction.

2. **It shall be the responsibility of any lot owner, renting or leasing, his premises, to promptly notify the renters/leasees of the restrictions. However, this in no way relieves the property owners from prosecution for any violations committed by person or persons using his property.**
3. **No structure of a temporary nature, bus, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.**
4. **All lots shall be kept neat, clean and well mowed. Failure to do so may prompt the Corporation to fulfill the owner's commitment at a cost to the owner for any and all expenses, plus ten (10) percent of the cost for administration.**

No unlicensed vehicles permitted on lots. No chickens or other livestock of any kind shall be kept or harbored on the land hereby conveyed. No nuisance and no gas or oil derrick, advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises be used in any way for any purpose which may endanger the health, or unreasonably disturb the quiet of any holder of adjacent land. No spirituous vinous or fermented liquors shall be manufactured or sold, either at wholesale or retail upon said premises.

5. **All pets shall be kept on owners said premises and/or abide by the State and County Leash Law.**
6. **No boats or boat spaces may be rented upon said premises or within the canal by the owner of any lot.**
7. **No boat kept or owned by the lot owner, or his guests, at Nugent's Canal Point shall operate at a speed in excess of three (3) miles per hour or to create a wake that might do damage to boats, banks, or other disturbances, in the canals and boat basins.**
8. **The owner of each lot bordering on the canal shall have the right to construct a dock within the canal parallel with the canal bank extending not more than four (4) feet into said canal, have the right to dock two (2) boats and no more at said dock, said boat or boats to be docked parallel with the canal bank and shall have the right & easement to use the canals leading to the Portage River shall have one (1) life preserver or life saving device upon the dock, at all times. The right & privilege herein granted shall be given the right to have only one (1) dock for each lot.**
9. **Each lot owner shall place six (6) inch tile, (unless specified otherwise in the exceptions) along the front of his lot at his own expense. Each lot owner shall install the necessary material at his own expense to prevent erosion of the**

- canal bank, which material shall be three (3) inch clean stone or equal within six (6) months from the date of purchase of his lot. No metal roofing tin or roofing (tar paper) shall be used as a retainer wall to prevent erosion of canal bank. Failure to do so may prompt the Corporation to fulfill the owner's commitment at a cost to the owner for any and all expenses, plus ten (10) percent of the cost for administration.
10. The Nugent's Canal Point Property Owners Association, hereafter referred to as the Corporation, reserve to the Corporation their and assigns, easements as follows:
- a. All easements shown on plats of said Nugent's Canal Point.
 - b. Within the ways and roads shown on all plats of Nugent's Canal Point for use of any further sub-division and by Corporation their heirs and assigns, for travel and installation of utilities.
 - c. An easement along the bank of the canal and river ten (10) feet wide for the installation of utilities and maintenance of said canal and river
11. a. The right to assess each lot bordering upon said roads and ways by the front for the maintenance of said roads and ways and the installation of public utilities, which includes money spent for legal fees, administrative purposes and insurance.
11. b. The right to assess each lot bordering upon the canal and river by the front foot for the maintenance of said canal and river which includes money spent for legal fees, administrative purposes and insurance.
- Assessments to include necessary funds to be spent for maintenance of Corporation property.
12. No residence or trailer shall be occupies until connections shall have been made to a sanitary sewer and water system approved by the Ottawa County Board of Health.

Wells or cisterns shall be placed between the residence buildings or trailer and the road and septic tanks and leach beds shall be placed between the residence building or trailer and the canal, unless otherwise instructed by the Ottawa County Board of Health.

Outside toilets are expressly forbidden.

All garbage and trash must be kept in sanitary containers and disposed of in a sanitary manner.

No garbage or trash shall be dumped or placed in the canal or river.

The use of heads, on all watercraft, without holding tanks, or the dumping of holding tanks in the canals is strictly forbidden. (holding tanks should be Coast Guard approved.)

13. Each lot owner, upon obtaining ownership of a lot at Nugent's Canal Point, shall have the option of becoming a member of Nugent's Canal Point Property Owners Association. However, if they become a member or not, they are subject to the restrictions of the Corporation.
14. Each lot owner, after being assessed each year, will have sixty (60) days to contact the Corporation trustee to correct any errors and pay the amount due. If a lot owner fails to contact said trustee or pay the assessment within sixty (60) days, his account will be considered overdue and he will be charged not more than legal rate of interest at the time plus the assessment and other costs pursuant to the collection of delinquent assessments.
15. A minimum of 33.33% of the total assessment, each year, shall be accumulated in escrow for the maintenance of existing canals, exclusive of banks. In the event of property transfer no money will be refunded.
16. Enforcement of the restrictions, conditions, covenants, reservations, charges and agreements contained herein may be by any lot owner or the Corporation, their Heirs, and Assigns, bring proceedings at law or in equity against any person or persons violating or attempting to violate such restrictions, conditions covenants reservations charges and agreements to restrain violation, recover damages or collect such charges.
17. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in, full force and effect.

Specific additional restrictions, as recorded for each Plat are:

Plat 1

1. Mobile Homes are forbidden.
2. The owner of each lot bordering on the river shall have the right to construct a dock into the river perpendicular to the riverbank near the center of each lot.
3. The owner of any lot fronting on the river must place M.A. stone upon The riverbank across the entire frontage of his lot in a sufficient amount to stop erosion upon said lot. Upon such lot owners refusal to do so, the Corporation their heirs and assigns, reserve the right to do

so and assess such lot owner for the cost of such stone and labor in placement of such stone.

4. **No building shall be place or constructed outside the building lines Shown on Plat One of Nugent's Canal Point and no buildings shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.**

Plat 2

1. **Mobile Homes are forbidden**
2. **No building shall be placed or constructed outside the building lines shown on Plat Two of Nugent's Canal Point and no buildings shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon tow (2) lots then such building may extend across the interior side lot line.**
3. **The owner of each lot bordering on the river shall have the right to construct a dock into the river perpendicular to the riverbank near the center of each lot.**
4. **The owner of any lot fronting on the river must place M.A. stone upon the riverbank across the entire frontage of his lot in a sufficient amount to stop erosion upon said lot. Upon such lot owners refusal to do so, the Corporation their heirs and assigns, reserve the right to do so and assess such lot owner for the cost of such stone and labor in placement of such stone. (Vol. 10, Page 540)**

Plat 3

1. **In lieu of such single family residence, a private garage and/or Boathouse, upon each lot there may be placed not more than one single family house trailer with a minimum length of 27' measured from end to end exclusive of draw bar or hitch, a private garage and/or boat house. Such trailer installation shall be in accordance with plans to be approved by the Corporation and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal.**
2. **No building or trailer shall be placed or constructed nearer that Twenty-five (25) feet to the front and rear lot line and no buildings shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.**

3. **The owner of each lot bordering on the river shall have the right to Construct a dock into the river perpendicular to the riverbank near the center of each lot and have the right to dock two (2) boats and no more at said dock.**
4. **The owner of any lot fronting on the river must place M.A. stone upon the riverbank across the entire frontage of his lot in a sufficient amount to stop erosion upon said lot. Upon such lot owners refusal to do so, the Corporation their heirs and assigns, reserve the right to do so and assess such lot owner for the cost of such stone and labor in placement of such stone.**

Plat 4

1. **In lieu of such single family residence, a private garage and/or boathouse upon each lot there may be placed not more than one single family house trailer, with a minimum length of 27' measured from end to end exclusive of draw bar or hitch, a private garage and/or boathouse. Such trailer installation shall be in accordance with plans to be approved by the Corporation and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal.**
2. **No building or trailer shall be placed or constructed nearer than twenty-five (25) feet to the front and rear lot line, and no building shall be placed nearer than five (5) feet to the side lot line. Where one building is to build upon two (2) lots then such building may extend across the interior side lot line.**
3. **The owner of each lot bordering on the river shall have the right to construct a dock into the river perpendicular to the riverbank near the center of each lot.**
4. **The owner of any lot fronting on the river must place M.A. stone upon The riverbank across the entire frontage of his lot in a sufficient amount to stop erosion upon said lot. Upon such lot owner's refusal to do so, the Corporation, their heirs and assigns, reserve the right to do so and assess such lot owner for the cost of such stone and labor in placement of such stone.**

Plat 5

1. **In lieu of such single family residence, a private garage and/or Boathouse upon each lot there may be place not more than one single family house trailer, with a minimum length of 27' measured from end to end exclusive of draw bar or hitch, a private garage and/or**

boathouse. Such trailer installation shall be in accordance with plans to be approved by the Corporation and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal.

- 2. No building or trailer shall be placed or constructed nearer than 25' to the front and rear lot line. No building shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.**

Plat 6

- 1. In lieu of such single-family residence, a private garage and/or boathouse on lots No. 103 to No. 112, inclusive, upon each lot there may be placed not more than one single-family house trailer, with a minimum length of 50' and/or boathouse. Such trailer installation shall be in accordance with plans to be approved by the Corporation and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal**
- 2. On all lots septic tanks and leach beds shall be placed between the residence or trailer and the canal and cisterns shall be placed to the rear of the residence or trailers, except for Lots 103 to 112, inclusive, where the positions will be reserved.**
- 3. No building or trailer shall be placed or constructed outside the building lines shown on Plat Six and no buildings or trailers shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line. Residence built or placed on Lots No. 134 to 147 inclusive, shall face or front on the roadway abutting said lots on the west.**
- 4. Owners of Lots 103 to 112, inclusive, shall have such right in the east side of the canal lying westerly of Streeter Road within an area limited by the northerly and southerly lines of said lots extended westerly to said canals easterly bank.**
- 5. Each lot owner of Lots 134 to 147, inclusive, shall place six (6) inch tile along the front of his lot, at his own expense, at the request of the Corporation. Each lot owner of Lots 103 to 112, inclusive, shall place twelve (12) inch tile along Street Road in front of his lot, at his own expense, at the request of the Corporation. Any sidewalks, installed along Streeter Road will have to be within the lot boundaries.**

Plat 7

1. **Mobile Homes are forbidden.**
2. **No building shall be placed or constructed outside the building lines shown on Plat seven and no buildings shall be placed nearer than five (5) feet on the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.**

Residences built on Lots 148 to 162 inclusive shall face or front on the roadway abutting said lots on the east.

Plat 8

1. **In lieu of such single family residence, a private garage and/or boathouse, upon each lot there may be placed not more than one single family house trailer with a minimum length of 27' measured from end to end exclusive of draw bar or hitch, a private garage and/or boathouse, except that on Lots No. 301 to 320, inclusive, such trailer shall be 42'. Such trailer installation shall be in accordance with plans to be approved by the Corporation and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal.**
2. **Each lot owner shall place four (4) inch land tile along the roadway abutting said lot owned by such lot owner.**
3. **No building or trailer shall be placed or constructed nearer than Twenty-five (25) feet to the front and rear lot line, excepting on the riverfront lots where the set back line shall be twenty-five (25) feet from the southerly line of said lots. No building shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.**

Plat 9

1. **Mobile Homes are forbidden**
2. **No building shall be placed or constructed outside the building lines shown on Plat Nine and no buildings shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line. Residences built or placed on lots shall face or front on the roadway abutting said lots**

Plat 10

- 1. Mobile Homes are forbidden.**
- 2. No wells shall be installed on Lots 199 to 212, inclusive, but cisterns may be installed.**
- 3. No building shall be placed or constructed outside the building lines shown on Plat ten and no buildings shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line. Residences built or placed on lots shall face or front on the roadway abutting said lots.**

Plat 11

- 1. In lieu of such single family residence a private garage and/or boathouse upon such lot there may be placed not more than one single family house trailer, with a minimum length of fifty (50) feet measured from end to end exclusive of draw bar or hitch, a private garage and/or boathouse, on Lots 91 to 102, inclusive. On lots 113 to 135, inclusive, such trailer may be of a minimum length of 36' and on lots 279 to 298, inclusive, such trailer may be a minimum length of 27' measured as specified above. Such trailer installation shall be in accordance with plans to be approved by the Corporation and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal.**
- 2. No building or trailer shall be placed or constructed on a lot or lots outside the building lines shown on Plat Eleven, Nugent's Canal Point and no buildings shall be placed nearer than five (5) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.**
- 3. The owners of lots 91 to 102 inclusive, shall have the right to construct a dock within the canal across Streeter Road within the confines of the north and south lot lines extended westerly, except for lot 95 which may construct a dock on the north side of the 60' road within the canal westerly of Streeter Road. Said dock shall be parallel with the canal bank and extend not more than four (4) feet into the canal. Lot 95, the dock and parking shall be parallel with the access road.**
- 4. Each lot owner of Lots 113 to 135, inclusive and 279 to 298, inclusive,**

Shall place six (6) inch tile and each lot owner of Lots 91 to 102, inclusive, shall place twelve (12) inch tile along the front of his lot, at his own expense, at the request of the Corporation.

Plat 12

1. In lieu of such single family residence, a private garage and/or Boathouse upon each lot there may be placed not more than one single family house trailer, with a minimum length of 50' measured from end to end and exclusive of draw bar or hitch, a private garage and/or boathouse. Such trailer installation shall be in accordance with plans to be approved by the Corp. and may include cabana roof over entire trailer, open or enclosed sun porch, portable or permanent type awnings. All patios and walks shall be of concrete or equal.
2. No building or trailer shall be placed or constructed on a lot or lots Outside the building lines shown on Plat Twelve of Nugent's Canal Point and no buildings shall be placed nearer than fifteen (15) feet to the side lot line. Where one building is to be built upon two (2) lots then such building may extend across the interior side lot line.

NOTE: In the event you sell your property would you please send the name and address of the new owner to the Secretary-Treasurer of the Corporation.

NorthStar - Declaration of Restriction**12-30-1983**

THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY North Star Development, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Bay, County of Ottawa, State of Ohio, which is more particularly described as follows: See attaché Exhibit A.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS: "Owner shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that certain real property hereinbefore described.

"Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area, if any.

"Declarant" shall mean and refer to North Star Development, its successors and assign if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ALLOTMENT RESTRICTIONS:

- 1. All lots in this subdivision shall be used exclusively for single family, private dwelling house purposes and no such house shall be erected, placed or suffered to remain upon any lot which is more than two stories in height. No more than one such house shall be erected, placed or suffered to remain upon any lot.**
- 2. No other structure or outbuilding shall be erected, placed or suffered to remain upon any lot except a private garage having no more than a two car capacity and except temporary structures erected by the developer, his heirs and assigns, in connection with the improvement of the premises and except a structure no more than one story in height and no more than 180 square feet for use**

as storage of and for lawn care equipment. No animals may use said building as living quarters.

3. No structure shall be erected, placed or suffered to remain on any lot nearer to the boundary lines of such lot than the minimum building setback lines as shown on the recorded plat of this subdivision. For the purposes of this restriction, eaves, steps and porches shall not be considered as a part of such structure.
4. The ground floor area of such dwelling house, exclusive of one-story open porches and garages, shall be not less than 960 square feet for a one-story dwelling and 1350 square feet for a one and one-half story or two-story dwelling.
5. No sign of any kind shall be displayed to public view on any lot except the following: one sign of not more than nine (9) square feet advertising the premises for sale or lease, or signs used by the developer, his heirs, or assigns, to advertise the premises during the subdivision construction and sales period.
6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction or construction, over, under or through, to such natural flow of surface water, excepting driveways which shall be a minimum of eight (8) inch corrugated metal pipe placed in swale.
7. No such dwelling house shall or any part thereof shall have been previously occupied, i.e., all construction shall be new, and any mobile or modular homes shall be new, and of what is commonly referred to as a doublewide type.
8. The exterior façade of all residences shall be complete within six (6) months of the beginning of said construction. Beginning of construction is defined as any movement of earth, which facilitates construction.
9. The landscaping of all lots shall be complete within twelve (12) months of the beginning of said construction.
10. No planting of a height greater than six (6) inches shall be permitted within twenty-five (25) feet of the rear lot lines (rear is canal side of lot).
11. Any docks constructed by the owner of a lot shall have been constructed in such a manner that it's water side is no more than fifty-five (55) feet from the rear set back line as shown on the recorded plat of the subdivision.

NOTE:

In the event you sell your property would you please send the name and address of the new owner to the Secretary-Treasurer of the Corporation.