COBBLESTONES PLAT 5

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DECLARATION OF RESTRICTIONS

As To Cobblestones Plat Five

A Subdivision in Sylvania Township
Lucas County, Ohio

WHEREAS, SYLVANIA COBBLESTONES DEVELOPERS, INC., an Ohio corporation qualified to do business in the State of Ohio, having an office and mailing address at 2727 N. Holland Sylvania Rd., Toledo, Ohio 43615. Hereinafter called "Developer" is the owner in fee simple of the following described property:

Lots number eighty-eight (88) through one hundred (100) inclusive, in Cobblestones Plat Five, a Subdivision in Sylvania Township, Lucas County, Ohio.

WHEREAS, such property is designated on a plat recorded in Volume 142, pages 55 thru 57, Lucas County, Ohio, Record of Plats, as Cobblestones Plat Five, a Subdivision in Sylvania Township, Lucas County, Ohio (hereinafter sometimes called "Cobblestones Plat Five"); and

WHEREAS, Developer desires to establish a general plan for the development of Cobblestones Plat Five and to establish restrictions upon the manner of use, improvement and enjoyment of the numbered lots in Cobblestones Plat Five which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that all numbered lots as shown on the recorded plat of Cobblestones Plat Five, a subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I

Use of Land

1. No dwelling shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, and an attached garage of not more than three (3) car capacity. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. (Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.)

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Detached auxiliary structures may be permitted with the Architectural Control Committee's approval including in-ground swimming pools. Fences including privacy fences may be permitted with the Architectural Control Committee's approval. Cyclone (chain link) fences are not permitted. Four foot high split-rail type fencing are hereby prior approved for all properties provided such fences are not erected nearer to any street than the building set-back line or lines shown on the applicable plat. All structures must meet the applicable zoning and building regulations. Above-ground swimming pools are not permitted.

See vol 142 page 55-57 of Plats

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2. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade occupation or profession of an kind shall be conducted, maintained or permitted upon any lot. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any such lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof.

3. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Cobblestones Plat Five. No dwelling erected in Cobblestones Plat Five shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof.

4. Any truck, boat, bus, tent, mobile home, motor home, recreational vehicle, or other similar object, if stored on any lot, shall be housed within said attached garage.

5. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or materials; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereon. No sod, dirt, or gravel shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

6. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer, or its successors and assigns.

7. No signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of the Developer, or its successors and assigns, and the Developer, or its successors and assigns shall have the right, and discretion to prohibit, restrict and control the size, construction, material, wording, location, and height of all such signs.

8. All utility services shall be underground; no external radio or television antenna shall be permitted.

9. No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building set back line or lines shown on the recorded plat of Cobblestones Plat Five or nearer to any side lot line than twelve (12) feet and an aggregate of twenty-eight (28) feet. The foregoing provisions of this Item 9 shall be subject to the provisions of Article VI, Item 9 hereof. Rear yard setback is a minimum of forty (40) feet.

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

11. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

12. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction trailer and/or sales office(s) trailer and/or model home(s) on one or more lots in Cobblestones Plat Five.

13. Only wood, brick or stone may be used on dwelling elevations facing the street.

14. Every non-corner lot shall have a minimum of six (6) trees located between the curb and the front of the dwelling. At least three (3) of these trees shall be "street trees" planted at approximately 30' o. c. (located between the curb and sidewalk). Some Cul-de-sac lots with small front frontages may be allowed a minimum of two (2) street trees (out of a total of 6) as long, as they are planted at no greater than 30' o. c. in either direction. Corner lots shall have a minimum of nine (9) trees located between the curb and the front/street side of the dwelling. At least six (6) of these trees shall be "street trees" planted approximately 30' o. c. (located between the curb and sidewalk). All "street trees" shall be a deciduous species and conform to the Developer's "street tree" schedule and plan(s), if applicable. Such trees shall be planted and maintained at the lot owner's expense, and must be planted when dwelling is completed or developer may complete (or replace dead trees) and lien the property. Evergreens must be at least six (6) feet high and all other trees are to be at least 2-1/2 inches in diameter and eight (8) feet high. If anything stated in the above paragraph conflicts with the Developer's "street tree" plan, the "street tree" plan shall govern, if applicable.

STREET TREE SCHEDULE: Min.=2 1/2" (Cal.) & 8' height
E. Cobblestones Lane - Red Sunset Maple (Acer Rubrum)
Pepper Ridge Circle - Flowering Pear (Pyrus Red Spire)

15. Other than dogs, house cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited.

ARTICLE II

Approval of Plans

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for any structures and other improvements must be submitted for examination and approval before any erection or improvements shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation

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thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire.

Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns is filed for record with the Lucas County, Ohio, Recorder.

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

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

4. The Architectural Control Committee shall have the right to assign appropriate driveway locations for each lot, driveways shall be appropriately staggered to improve the overall appearance of the Development.

5. All attached garages shall be side-loading.

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

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

8. The minimum floor area for Lots 88 through 100 inclusive, shall be 2200 s.f. of "living area" for a ranch house and 2500 s.f. for a two-story home. The "living area" shall be exclusive of any basement, third floor, enclosed porches and garages.

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ARTICLE III

Easements

The Developer reserves to itself, and to its successors and assigns the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "Easement", "Utility Easement(s)", "Toledo Edison Easement", "Drainage Easement", or with words of similar import, on the plat of Cobblestones Plat Five and along and upon all highways now existing or hereafter established and abutting all the lots in Cobblestones Plat Five. The Developer also reserves to itself, and to its successors and assigns, the righ' to go upon or permit any public or quasi-public utility to go upon the lots in Cobblestones Plat Five from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Easement", "Utility Reservation", "Drainage Easement", or with words of similar import, upon the plat of Cobblestones Plat Five. The term "structures" as used in the foregoing portion of this paragraph shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in Cobblestones Plat Five shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Cobblestones Plat Five without the prior written consent of the Developer, its successors and assigns.

ARTICLE IV

Construction of Sidewalks; Street Improvements

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

ARTICLE V

Duration of Restrictions, Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January, 2015, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

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Developer, its successors and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

2. These covenants and restrictions may not be amended, except by the Developer, until the Developer, or his assigns, releases control after which time they may be amended prior to January 1, 2015 by the written approval of the then owners of not less than two-thirds (2/3) of the lots in Cobblestones Plat Five which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. All lot owners must be notified of the proposed amendment either in person or by certified mail. These covenants and restrictions may be terminated as of January 1, 2015, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Cobblestones Plat Five upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VI

Enforcement of Restrictions, Other Matters

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

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

3. All transfers and conveyances of each and every lot in Cobblestones Plat Five shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Cobblestones Plat Five or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any other member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

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

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

7. No owner of any lot in Cobblestones Plat Five shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

8. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

9. Each lot owner, by acceptance of a deed to a lot in Cobblestones Plat Five agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvements is proposed to be made, is such that strict construction or enforcement of the building lines as shown on the plat of Cobblestones Plat Five or of the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, Developer may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

10. Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters that flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from the approved site grading plan.

ARTICLE VII

Property Owners Association

1. Upon the completion and occupancy of not less than seventy-five percent (75%) residential dwellings in Plat One of the Cobblestones subdivision, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called Cobblestones, or name similar thereto, and upon the formation of such association, every owner or subsequent owner of a residential lot in the Cobblestones subdivision, including all subsequent plats, shall automatically become a member thereof, entitled to all the rights and privileges

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of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

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

3. The Association, by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the subdivision, and for the health, comfort, safety and general welfare of its residents. The Association shall maintain the landscaping in the boulevards and cul-de-sac areas within the dedicated roadways and the sign easement areas at the entrances to the subdivision as shown on the recorded plats and Lot A, Plat One (detention pond) and any other detention ponds in subsequent plats.

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

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

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

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

8. Until such time that the Association is formed, the Developer shall maintain the areas set forth above.

9. The Association may assign all or part of its duties or functions to an adjacent Cobblestones Association.

ARTICLE VIII

Assessments

1. In carrying out its purposes, after the Association is formed, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year. The annual assessment shall be at least an amount that will cover the expenses of maintaining the entrances, cul-de-sacs and detention ponds, etc. Mentioned in article VII, item #3 above.

2. Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by a majority of the membership during the calendar year for which the assessment is levied and a notice of lien may be

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recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

3. A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. Judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

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

IN WITNESS WHEREOF, Sylvania Cobblestones Developers, Inc., the Developer herein, acting by and through its duly authorized officer, has caused this Declaration of Restrictions to be executed on its behalf this 2ND day of June, 1998.

Signed and Acknowledged in the Presence of:

SYLVANIA COBBLESTONES DEVELOPERS, INC.

William O. Zachrich

Claude M. Brown, III
President

Catherine A. Moore
CATHERINE A. MOORE

STATE OF OHIO)
ss
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2ND day of JUNE, 1998 by Claude M. Brown, III, President of Sylvania Cobblestones Developers, Inc., on behalf of the corporation.

Catherine A. Moore
Notary Public

CATHERINE A. MOORE
Notary Public — State of Ohio
My Commission Expires Feb. 8, 2001

(COBBLE\RESTRICTIONS-PLAT-FIVE)

42.00

RECEIVED & RECORDED

JUN 03 1998 3:30 pm

SUE RIOUX
RECORDER,LUCAS COUNTY,OHIO

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