Villas at Brint Crossing
Plat Two

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

20051221-0094862
Pages: 6 Fee: $60.00
12/21/2005 10:01:35 AM
T20050090278
Anita Lopez
Lucas County Recorder REST

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAS AT BRINT CROSSING, PLAT TWO SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

The undersigned **WEHRLE DEVELOPMENT, LTD,** an Ohio Limited Liability Company (hereinafter referred to as "Owner" or "Developer"), as owner of real property described as Lots 24 thru 52 in the Villas At Brint Crossing, Plat Two (hereinafter referred to as "Subdivision") located in Sylvania Township, Lucas County Ohio, as recorded at 20051205-0090150 of the records of the Lucas County Recorder's Office imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

DECLARATIONS

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them until December 31, 2015 at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots in the Subdivision, it is agreed to change said covenants, conditions, restrictions and assessments which may be amended in whole or in part at any time, by three/fourths (3/4) of the lot owners of this Subdivision:

Article 1. Use Restrictions

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Owner, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, fence, flagpole, mailbox, light pole or fixture, in-ground swimming pool, tennis court, awning, wall or structure of any kind shall be erected placed or altered on any Building Lots without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within twelve (12) months from the date of commencement.

1.04 No detached accessory building(s) or sheds of any kind shall be permitted on Building Lot.

1.05 The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in Subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that same conforms to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

1.06 No towers or antennas of any description or satellite dish receivers greater than thirty-six (36) inches in diameter will be permitted on any Building Lot. Any satellite dish antenna less than thirty-six (36) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

Louisville Box
J. Martin

1.07 No portion of any lot nearer to any street than the building back line of said lot 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, hedgewall or left in its natural state, or other use which shall first have been approved by the Villas At Brint Crossing Architectural Control Committee for the purpose of beautifying said lot.

1.08 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility company or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such Building Lot owner's lot.

1.09 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to home offices or the business activities of Owner or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Owner, its agents or assigns, during the construction sales period.

1.10 No clotheslines or shall be located on any Building Lot. No laundry articles or laundry umbrellas shall be left outdoors overnight or any time on Saturdays or Sundays.

1.11 No commercial trucks or buses, campers, motor homes, trailers, boats, or other similar recreational vehicles shall be stored on or in front of any Building Lot unless housed within a garage. No inoperable vehicles shall be stored on or in front of any Building Lot.

1.12 No portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and stored and maintained in the garage. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improved within ninety (90) days after their delivery to such Building Lot.

1.13 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.14 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be of grass and maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.15 No geothermal or solar heating system shall be installed on any Building Lot or within any dwelling thereon without the prior approval of all applicable governmental agencies and the Architectural Control Committee.

1.16 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. A maximum of two (2) dogs and cats shall be permitted. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules, and regulations as it deems necessary from time to time.

1.17 No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Owners, its successors and assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.18 Excepting propane gas tanks for outdoor grills, no tanks for the storage of propane gas, gasoline, oil or other fuels shall be located on any Building Lot. Propane gas tanks used on a temporary basis for construction of an approved structure may be located above ground.

1.19 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot.

1.20 All fencing, except for landscape type fencing as specifically approved by the Architectural Control Committee, on any Residential Lot shall be split-three-rail wood fencing and shall not be permitted in front of a line extending from the rear line of the dwelling extended to the side property line of the Residential Lot, provided however, on Residential Lots bordering on two streets (i.e. corner lots) no fencing shall be permitted in front of the rear and side building lines of the Dwelling, extended to the side and rear property lines of the Residential Lot, respectively. Wire fencing may be attached to the fencing on the property owner's side of the fence. All fence plans shall be subject to the Architectural Control Committee's approval.

1.21 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.22 No private water supply systems or private sewage disposal systems shall be permitted on any Building Lot in the Subdivision.

1.23 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.24 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.25 No basketball backboard or similar improvement shall be erected or attached to a dwelling or garage.

1.26 Temporary structures, tents, basketball backboards, trampolines, pools or other recreational apparatuses shall not remain in front of the building line or in plain view from the street for any time period exceeding 24 hours without prior approval from the Architectural Control Committee.

1.27 Every purchaser of any lot in Villas At Brint Crossing, Plat Two shall install at the Lot Owner's expense a sidewalk adjacent to his lot. Said sidewalk shall be located within the street right-of-way, parallel to the lot line(s) and in conformance with all governmental statutes and regulations. Said sidewalk to be installed within three (3) months of completion of construction of premises but in no event, later than three (3) years after the date of final plat approval of Villas At Brint Crossing, Plat Two. In the event that any lot owner fails to install a sidewalk within the prescribed time requirements, the Developer may install the sidewalk. The cost of any sidewalks installed by the Developer shall become a lien upon that lot. and interest shall be charged at the prime interest rate until said lien is paid in full.

1.28 Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.29 It shall be lawful for the Owner, the Homeowners' Association or any owner of a Building Lot to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions, to cause the removal of any violations or to recover damages for such violation together with the costs, including reasonable legal expenses incurred in said enforcement or proceedings of the restrictions.

Article 2. <u>Additional Drainage Easement and Park Restrictions.</u>

The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all said owners and all persons claiming an ownership interest through them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse affect on a water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners,

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted within drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement and park areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Owner, the Homeowners' Association or owner of a Building Lot may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention ar retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions including reasonable attorney fees.

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Owner shall form and incorporate a Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision and to promote compliance with the covenants conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Owner reserves the right to expand the membership and duties of the Association to include other land to be developed in the future as a part of Villas At Brint Crossing ("Expansion Property"). If the Owner elects to develop all or a portion of the Expansion Property and elects to include the owners of lots in such portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Owner may do so by filing an amendment to this Declaration to include such portion of the Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of trustees. The board of trustees shall be composed of three (3) members. The initial three (3) members of the board of trustees shall be selected by the Owner, and shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of Villas At Brint Crossing as set forth above in Article 3.01 have been sold, or (b) Owner elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial trustee, a successor, who shall serve the remaining term of the departed trustee, shall be appointed by the remaining members of the board of trustees within three (3) months after the incapacity, resignation or death of the departed trustee. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, excepting those Building Lots owned by the Owner or by Homebuilders approved by the Owner, an amount up to One Hundred Dollars ($100.00) per year irrespective of whether the Subdivision has been completed, however, that such limit of One Hundred Dollars (100.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U. S. Bureau of Labor Statistics from the base period of March, 2004. Any fees assessed by the Association in excess of One Hundred Dollar ($100.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision

3.04 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid and shall bear interest at the rate of ten percent (10%) per annum until paid, beginning thirty (30) days after the date of assessment. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Lucas County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid until released or satisfied as provided for by law in the State of Ohio for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.05 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Owner until such time as the Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Owner may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Owner clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Owner shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the owner.

Article 4. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Owner shall appoint each of the three (3) initial members of the Committee. The initial members of the Committee shall be Richard A. Wehrle, Jeffrey J. Wehrle, and Joseph J. Wehrle.

4.02 The three (3) initial members of the Committee shall serve until such time as the Owner turns over control of tho Homeowner's Association to the Building Lot owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of trustees of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of trustees of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The use restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvemont on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the development theme, the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lot in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any request for approval within thirty (30) days after the request shall have been submitted to the Committee for approval. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any request.

4.06 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Owner maintains control of the Association as set forth in Article 3 hereof, Owner reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable Subdivision to comply with any said requirements, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenant and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

WEHRLE DEVELOPMENT, LTD., an Ohio Limited Liability Company, by its Manager, Joseph J. Wehrle has executed the foregoing Declaration of Restrictions of **VILLAS AT BRINT CROSSING PLAT TWO, SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO,** and acknowledges his signature this 13 day of December, 2005.

Wehrle Development, LTD.

Joseph J. Wehrle Manager

By: Joseph J. Wehrle, Manager

State of Ohio)
County of Lucas)

Personally come before me this 13 day of December, 2005, by Joseph J. Wehrle, Manager of Wehrle Development, LTD., an Ohio Limited Liability Company, to me known to be the person who executed the foregoing instrument on behalf of the company and acknowledged that he executed the foregoing instrument as manager of the company.

Robin M. Silvestri

Notary Public, State of Ohio

NOTARY PUBLIC STATE OF OHIO

ROBIN M. SILVESTRI
Notary Public, State of Ohio
My Commission Expires 11-15-10

Prepared by:

Thomas R. Furey, Attorney at Law
2255 W. Laskey Road
Toledo, OH 43613
(419) 473-1346