Bridgecreek Plat One

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DECLARATION OF RESTRICTIONS
As To Bridgecreek Plat One
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 one (1) through forty (40) inclusive, in
Bridge Creek Plat One, a Subdivision in Sylvania Township,
Lucas County, Ohio.

WHEREAS, such property is designated on a plat recorded in
O.R. 20051221-0095227, Lucas County, Ohio, Record of Plats, as
Bridge Creek Plat One, a Subdivision in Sylvania Township, Lucas County, Ohio (hereinafter sometimes called "Bridge Creek Plat One"); and

WHEREAS, Developer desires to establish a general plan for the
development of Bridge Creek Plat One and to establish restrictions
upon the manner of use, improvement and enjoyment of the numbered
lots in Bridge Creek Plat One 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 Bridge Creek Plat
One, 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. 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.)

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
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. Permanent above-ground swimming pools are not
permitted. Small blow-up pools and wading pools for children are
permitted for use in the summer months.
2. 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 have first 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 Bridgecreek Plat One. No dwelling erected in Bridgecreek Plat One 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, may not be permanently stored on any lot, unless stored within an attached garage.

5. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclaimed 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. Small satellite dishes are permitted but shall be screened from street view with landscaping, etc., and/or installed in the rear of the house, so as to minimize the visibility of the dish from the street.

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 Bridgecreek Plat One or nearer to any side lot line than seven (7) feet. Rear yard setback is a minimum of twenty-five (25) feet. The foregoing provisions of this Item 9 shall be subject to the provisions of Article VI, Item 9 hereof.

10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Bridgecreek Plat One 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 outdoor trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line. Exception: any wood or gas burning interior fireplace installed to local building and zoning codes.

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 Bridgecreek Plat One.

13. Street trees shall be planted at approximately 40' o.c. (located between the curb and sidewalk) for all lots. All street trees shall be deciduous and conform to the Developer's and Lucas County's "street tree" schedule and plan(s). Such trees shall be planted by the Developer and shall be planted sometime after the dwelling is completed. It is the Lot Owner's responsibility to maintain the above trees at his expense. If the Lot Owner fails to maintain such trees or replace dead trees, the Developer, Lucas County and/or the Property Owners' Association may maintain/replace such trees and lien the property in the amount of these costs (per Article VI) if not promptly reimbursed by the Lot Owner. These costs may include any attorney fees or legal costs associated with any such proceedings.

14. Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas incorporating the lakes and ponds which are designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Lot Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

14.01 No owner of any Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the alteration 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 effect on 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 Lot Owners.

14.02 The lakes/ponds located within the Subdivision shall not be used as a source of water for any irrigation systems for the Lots, except for an irrigation system installed to water any landscape easement areas, open spaces or common areas or as otherwise approved by the Developer or Homeowners' Association. Any irrigation system used in the above mentioned areas shall be maintained by the Homeowners' Association.

14.03 The Developer or his successors and assigns shall have the right to establish rules regarding the use of any drainage easement and lake/pond 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.
14.04 The Developer has constructed several lakes/ponds throughout the subdivision (the "Lakes").

The Lakes are intended for the common use and enjoyment of all the Lot Owners in the Subdivision, subject at all times to this Declaration and the restrictions set forth herein. Each owner of a Lot shall have the right to use and enjoy such Lakes, subject to such rules and regulations as may be adopted by the Developer or the Homeowners' Association.

Owners of Lots that are not adjacent and contiguous to a Lake shall have access to the Lakes, only as is specifically identified and provided by the Developer or the Homeowners’ Association through easements or the common areas.

The Lakes have been (or will be) designed and constructed as a visual and aesthetic amenity for Bridgescreek. Reasonable rules and regulations governing the use of the Lakes may be promulgated from time to time by the Developer, its successors and assigns, and/or the Homeowners’ Association, and such rules and regulations shall be strictly observed by all Lot Owners and other users. Any and all use of the Lakes by Lot Owners or occupants or their respective family, friends, guests, invitees or visitors (collectively, "Users") shall be at the sole risk of the Users.

No chemicals, sand, fish or materials of any sort shall be placed or deposited by any Lot Owner into or on any of the Lakes or the shores of any of the Lakes. No pumping or removal of any water from the Lakes shall be allowed. Under no circumstances shall the owner of any Lot have the right to diminish, control or affect the level, volume or amount of water located in the Lakes, in any of the Lake leveling lines or in any easement areas associated with the Lakes. No owner of any lot shall permit any discharge or erosion of soil, dirt, sediment, sand or other materials from such owner's lot into the Lakes whether before, during or after the construction of any structure or residence dwelling on such lot.

14.05 Any necessary maintenance (as determined by the Lucas County Engineer, the Developer or the Homeowners’ Association) of the Lakes shall be the responsibility of the Homeowners’ Association, and the costs of such maintenance and upkeep shall be paid by the Homeowners’ Association. To facilitate the exercise of such maintenance responsibilities, the Developer reserves to itself and its successors and assigns, and to the Homeowners’ Association, all necessary easements to go over, across and upon Plat One and Future Plats of Bridgescreek generally for purposes of cleaning and removal of debris; controlling the growth of weeds, algae and other materials through the use of chemical applications; installation, maintenance, repair of bubblers and replacement of bubblers, fountains and associated electric lines, underground tubes, and other apparatus in the Lakes; application of chemical and other artificial colorations to the water in the Lakes; repair and maintenance of the slopes and banks along the edge of the Lakes; installation, repair, maintenance and replacement of Lake leveling lines; and taking of all other actions necessary or appropriate to maintain the water level, water quality, shore quality and general aesthetics of the Lakes.

14.06 The Developer, Sylvania Township, Lucas County, the Homeowners’ Association or any person or persons owning any Lot within the Subdivision 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 or retention system, and to recover compensation for any damages
incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

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 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 thereby 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 Bridge Creek Plat One 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 improvements 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 Bridge Creek Plat One 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. It is the Lot Owner and the Lot Owner’s Builders responsibility to follow the Lucas County Engineer’s Approved Site Grading Plan at the time of building construction and final lot grading.

Upon notification from the Developer, the Architectural Control Committee or Lucas County of non-conformity to the site grading plan, a Lot Owner shall immediately correct the non-conformance.

Should a Lot Owner fail to correct the lot grading in accordance with the Approved Site Grading Plan, 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 conform to the Approved Site Grading Plan the Developer, his successor and assigns of Lucas County shall have the right to
enter upon the lot(s) in question and to correct such grading or cause the same to be corrected at the expense of the owner of such
lot(s).

4. The Architectural Control Committee may assign and approve
driveway locations for each lot.

5. 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.

6. 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.

7. The minimum floor area shall be 1300 s.f. of "living area"
for a ranch (single story) house and 1450 s.f. for a two-story
home. The "living area" shall be exclusive of any basement, third
floor, enclosed porches and garages.

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 Bridgecreek Plat One
and along and upon all highways now existing or hereafter
established and abutting all the lots in Bridgecreek Plat One. The
Developer also reserves to itself, and to its successors and
assigns, the right to go upon or permit any public or quasi-public
utility to go upon the lots in Bridgecreek Plat One 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 Bridgecreek Plat One. 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
approachs. Each owner of any lot in Bridgecreek Plat One shall have the
right to reserve or grant any easements or rights of way upon or
over any of the lots in Bridgecreek Plat One 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 Bridgecreek Plat One from Developer to the
purchaser thereof, the owner of each lot shall construct
sidewalk(s) (in the adjacent right-of-way (R/W) or easement) 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, the 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 affected lot for which the sidewalks have been constructed from the date of perfection thereof as hereafter provided and, if the costs (including reasonable attorney and legal fees) 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, 2026, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

The 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 the 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 thereof 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. Prior to releasing control, the Developer reserves the right to amend these restrictions at any time, without notice. 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, 2026 by the written approval of the then owners of not less than two-thirds (2/3) of the lots in Bridgecreek Plat One 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 proposed amendments either in person or by certified mail, except any amendments done by the Developer. These covenants and restrictions may be terminated as of January 1, 2026, 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 Bridgecreek Plat One 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 Bridgecreek Plat One 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 (including reasonable attorney/legal costs) 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 Bridgecreek Plat One 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 Bridgecreek Plat One shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Bridgecreek Plat One 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.

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 Bridgecreek Plat One 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 Bridgecreek Plat One 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 Bridgecreek Plat One 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 or 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/Homeowners’ Association

1. Developer shall cause to be incorporated an Ohio Nonprofit
Corporation, to be called Bridgecreek, or name similar thereto, and
upon the formation of such association, every owner or subsequent
owner of a residential lot in the Bridgecreek subdivision,
including all subsequent plats, shall automatically become a member
thereof, entitled to all the rights and privileges 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. The Developer, its successors and assigns, shall collect
assessments (per Article VIII below) and manage the Association
until such time it assigns or relinquishes these duties to the
members of the Association when all lots are sold in Bridgecreek
Plat One and all subsequent plats. Until such time the Developer
hereby expressly reserves to itself and to its successors and
assigns, the right and privilege of assigning or relinquishing its
above mentioned rights and duties from time to time and for such
limited periods of time and purposes as it may desire.

3. The Developers may charge a management fee to the
Association for its above mentioned duties. Such management fee
shall be no greater than would customarily be charged by any other
independent real estate management company for performing the above
mentioned duties.

4. 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.

5. The Association and/or the Developer, per the Articles and
Code of Regulations of such Association, 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, if any, and the
landscape and sign easement areas at the entrances and any common
areas (Lot A) in the subdivision as shown on the recorded plats and
Lot B Plat One (detention/retention ponds) and any other
detention/retention ponds in this or subsequent plats.
6. 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.

7. The Association and/or the Developer shall collect and disburse funds which the Developer and/or 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.

8. The Association and/or the Developer 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.

9. 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 Bridgecreek, and such adjacent subdivisions as may become members of the Association.

10. The Association may assign all or part of its duties or functions to an adjacent Bridgecreek 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 and/or the Developer prior to the end of the preceding calendar year. For the first year, and each year thereafter until changed by the Association and/or the Developer, the annual assessment shall be $150.00 for each lot, or at least an amount that will cover the expense of maintaining the entrances, cul-de-sacs and detention/retention ponds, etc. mentioned in Article VII, Item #5 above. The annual assessment may be pro-rated at the time of the lot closing and first transfer from the Developer.

2. The Developer’s portion of the above mentioned assessments shall be the difference between the actual maintenance costs and the annual assessments collected from all other Lot Owners (per Item #1 above) in Bridgecreek Plat One and all subsequent plats for that year. However, the Developer’s total annual assessment for each year shall not exceed the per lot cost of any other based on the total number of platted lots the Developer owns as of January 1 of each year (pro-rated accordingly).

3. 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 the Developer and/or the Association during the calendar year for which the assessment is levied and a notice of lien may be 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. If such an assessment is in arrears by more than sixty (60) days, as state above, it shall automatically include at least a 20% (minimum) late fee. In addition to the late fee, any applicable attorney/legal costs associated with filing such lien or collecting the assessment may be included.

4. A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the Developer and/or 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.

5. Any Lot Owner may request and upon payment of the reasonable expense therefor, shall receive, from the Developer and/or 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 30th day of December, 2005.

SYLVANIA-COBBLESTONES DEVELOPERS, INC.

[Signature]
Claude M. Brown, III
President

STATE OF OHIO) ss
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 30th day of December, 2005 by Claude M. Brown, III, President of Sylvania-Cobblestones Developers, Inc. on behalf of the corporation.

[Signature]
Notary Public

This instrument was prepared by:

SYLVANIA-COBBLESTONES DEVELOPERS, INC.
2727 N. Holland-Sylvania Rd., Suite C
Toledo, Ohio