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.
DECLARATION OF RESTRICTIONS

As To Centennial Farms Plat XII (Twelve)
A Subdivision in the City of Sylvania,
Lucas County, Ohio

WHEREAS, CUMBERLAND CONSTRUCTION CORPORATION, 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 two hundred eighty three (283) through three hundred eighty (388) inclusive, in Centennial Farms Plat XII, a Subdivision in the City of Sylvania, Lucas County, Ohio.

WHEREAS, such property is designated on a plat recorded in Volume 131, page 44, Lucas County, Ohio, Record of Plat, as Centennial Farms Plat XII, a Subdivision in the City of Sylvania, Lucas County, Ohio (hereinafter sometimes called "Centennial Farms Plat XII"); and

WHEREAS, Developer desires to establish a general plan for the development of Centennial Farms Plat XII and to establish restrictions upon the manner of use, improvement and enjoyment of the numbered lots in Centennial Farms Plat XII 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 Centennial Farms Plat XII a subdivision in the City of Sylvania, 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.

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. All structures must meet the applicable zoning and building regulations.

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 Centennial Farms Plat XII. No dwelling erected in Centennial Farms Plat XII 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 reclaimation 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, other than that incidental to construction of approved structures, 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 setback line or lines shown on the recorded plat of Centennial Farms Plat XII or nearer to any side lot line than seven (7) 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 Centennial Farms Plat XII shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prohibit the use of any portion of said lot for 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 and/or sales office(s) and model home(s) on one or more lots in Centennial Farms Plat XII.

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 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 Centennial Farms Plat XII 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 Centennial Farms Plat XII as a whole. 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 Centennial Farms Plat XII.

4. 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.
5. 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.

6. The minimum floor area shall be 1,800 square feet of living area for a ranch house and 1,900 square feet for a two-story home.

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 or, 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 Centennial Farms Plat XII and along and upon all highways now existing or hereafter established and abutting all the lots in Centennial Farms Plat XII. 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 Centennial Farms Plat XII 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 Centennial Farms Plat XII. 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 Centennial Farms Plat XII shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Centennial Farms Plat XII 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 Centennial Farms Plat XII from Developer to the purchaser thereof, the owner of each lot shall construct sidewalk(s) across the frontage of such construction specifications and location requirements of the City of Sylvania, 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 the City of Sylvania 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 thereof, such lien may be foreclosed by an action brought by the Developer or the City of Sylvania, 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, 2010, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

2. These covenants and restrictions may not be amended, except by the Developer, until the Developer, or his assigns, releases the architectural control after which time this may be amended prior to January 1, 2010 as follows. The written approval of the then owners of not less than two-thirds (2/3) of the lots in Centennial Farms Plat XII 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. These covenants and restrictions may be terminated as of January 1, 2010, 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 Centennial Farms Plat XII 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 Centennial Farms Plat XII 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 Centennial Farms Plat XII 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 Centennial Farms Plat XII shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Centennial Farms Plat XII 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.
7. No owner of any lot in Centennial Farms Plat XII 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 Centennial Farms Plat XII 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 Centennial Farms Plat XII 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 modifications is granted.

10. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in Centennial Farms Plat XII or which would cause such restrictions to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice given by mail to the fee owners of all lots in Centennial Farms Plat XII and after receiving written approval of the holders of record fee title to seventy-five (75%) percent or more lots in Centennial Farms Plat XII including the aggregate total of any prior or future recorded plans which a building or improvements in Plat XII may modify these restrictions so as to remove the hardship or to make the restrictions such as to be beneficial to all lot owners. The provisions of this Item 10 shall not be construed as a limitation upon the right of Developer to modify the provisions of this Declaration of Restrictions as provided in Item 9 of this Article VI nor shall it limit the provisions of Article IV hereof.

11. 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 or any lot of more than six (6) inches from existing at the time of purchase by an owner.
12. A one time assessment of two hundred dollars per lot shall be paid at the time of closing with the Developer for a contribution to the cost of tree planting as required by the City of Sylvania.

IN WITNESS WHEREOF, Cumberland Construction Corporation, the Developer herein, acting by and through its duly authorized officer, has caused this Declaration of Restrictions to be executed on its behalf this 16th day of December, 1992.

Signed and Acknowledged in the Presence of:

[Signature]
Claude M. Brown, Jr.
Chairman of the Board

STATE OF OHIO)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 16th day of December, 1993 by Claude M. Brown, Jr., Chairman of the Board of Cumberland Construction Corporation, on behalf of the corporation.

[Signature]
Nancy G. Bellg
Notary Public
Notary Public — State of Ohio

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DECLARATION OF RESTRICTIONS

As To Centennial Farms Plat VII

A Subdivision in the City of Sylvania,
Lucas County, Ohio

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

Lots number one hundred fifty one (151) through one hundred seventy five (175) inclusive, in Centennial Farms Plat VII, a Subdivision in the City of Sylvania, Lucas County, Ohio.

WHEREAS, such property is designated on a plat recorded in Volume 177, page 29 - 81, Lucas County, Ohio, Record of Plats, as Centennial Farms Plat VII, a Subdivision in the City of Sylvania, Lucas County, Ohio (hereinafter sometimes called "Centennial Farms Plat VII"; and

WHEREAS, Developer desires to establish a general plan for the development of Centennial Farms Plat VII and to establish restrictions upon the manner of use, improvement and enjoyment of the numbered lots in Centennial Farms Plat VII, 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 enhancements 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 Centennial Farms Plat VII - a subdivision in the City of Sylvania, 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 structure 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.

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 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 Centennial Farms Plat VII. No dwelling erected in Centennial Farms Plat VII 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 other than that incidental to construction of approved structures, 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 one 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 that the building set back line or lines shown on the recorded plat of Centennial Farms Plat VI or nearer to any side lot line than seven (7) 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 Centennial Farms Plat VII 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, fencs, 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 and/or sales office(s) and model home(s) on one or more lots in Centennial Farms Plat.

ARTICLE II

Approval of Plan

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 than situated on a lot. The afore-
said 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 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 spe-
cifications as herein set forth, Developer has in mind the development
of Centennial Farms Plat VII 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 Centennial Farms Plat VII as a whole.
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
Centennial Farms Plat VII.

4. 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.

5. 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.

6. The minimum floor area shall be 1,600 square feet of
living area for a ranch house and 1,900 square feet for a two story
home.

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 Centennial Farms Plat VII and along and upon all highways now existing or hereafter established and abutting all the lots in Centennial Farms Plat VII. 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 Centennial Farms Plat VII 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 Centennial Farms Plat VII. 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 Centennial Farms Plat VII shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Centennial Farms Plat VII 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 Centennial Farms Plat VII from Developer to the purchaser thereof, the owner of each lot shall construct sidewalk(s) across the frontage of such construction specifications and location requirements of the City of Sylvania, 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 the City of Sylvania 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 the City of Sylvania, 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, 2010, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

2. These covenants and restrictions may be amended prior to January 1, 2010, with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Centennial Farms Plat VII 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. These covenants and restrictions may be terminated as of January 1, 2010, 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 Centennial Farms Plat VII 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 Centennial Farms Plat VII 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 Centennial Farms Plat VII 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 Centennial Farms Plat VII shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Centennial Farms Plat VII 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 right 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.

7. No owner of any lot in Centennial Farms Plat VII 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 Centennial Farms Plat VII 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 a strict construction or enforcement of the building lines as shown on the plat of Centennial Farms Plat VII 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. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in Centennial Farms Plat VII or which would cause such restrictions to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice given by mail to the fee
owners of all lots in Centennial Farms Plat VII and after receiving written approval of the holders of record fee title to seventy-five (75%) percent or more lots in Centennial Farms Plat VII including the aggregate total of any prior or future recorded plans of Centennial Farms Plat VII may modify these restrictions so as to remove the hardship or to make the restrictions such as to be beneficial to all lot owners. The provisions of this Item 10 shall not be construed as a limitation upon the right of Developer to modify the provisions of this Declaration of Restrictions as provided in Item 9 of this Article VI nor shall it limit the provisions of Article IV hereof.

II. 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 the 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 existing at the time of purchase by an owner.

IN WITNESS WHEREOF, Cumberland Construction Corporation, the Developer herein, acting by and through its duly authorized officer, has caused this Declaration of Restrictions to be executed on its behalf this 10th day of February, 1988.

Signed and Acknowledged in the presence of:

[Signature]

Claude H. Brown, Jr., President

CUMBERLAND CONSTRUCTION CORPORATION

STATE OF OHIO, SS.

COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 10th day of February, 1988, by Claude H. Brown, Jr., President of Cumberland Construction Corporation, on behalf of the corporation.

Notary Public

RECEIVED & RECORDED

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BILL COPELAND

RECORDER, LUCAS COUNTY, OHIO
AMENDMENTS TO DECLARATION OF RESTRICTIONS
OF CENTENNIAL FARMS PLAT VII

A Subdivision in the City of Sylvania
Lucas County, Ohio

WHEREAS, Centennial Farms Plat VII is a Plat recorded in
Volume 117, Pages 79-81, Record of Plats, Lucas County
Recorder's Office; and a Declaration of Restrictions as to said
Plat was recorded at microfiche reference number 89-0160C09 of
Mortgage Records, Lucas County Recorder's Office; and

WHEREAS, Centennial Farms Plat VII consists of a total of 25
Lots constituting said Plat; and

WHEREAS, 17 owners of Lots in said Plat, constituting not
less than two-thirds (2/3) of the total number of lots in the
Plat, have signed this Instrument.

NOW, THEREFORE, pursuant to Article V, Paragraph 2 of the
Declaration of Restrictions of Centennial Farms Plat VII, the
record owners of not less than two thirds (2/3) of the Lots in
said Plat hereby amend the Declaration of Restrictions of
Centennial Farms Plat VII to provide for the transfer of
authority and control over the Architectural Control Committee
from the Developer to the Centennial Farms Homeowners
Association, including other rights and responsibilities
pertaining to the regulation and enforcement of the covenants and
restrictions of said Plat.

Section 1: That Article II of the Declaration of
Restrictions of Centennial Farms Plat VII be amended to read as
follows:

ARTICLE II
ARCHITECTURAL CONTROL - APPROVAL OF PLANS

1. (A) Architectural Control Committee:

   (1) The Architectural Control Committee shall be
constituted of members of the Centennial Farms Homeowners
Association ("the Association") or its successor, duly
appointed by the Association to serve one-year terms. The
number of members constituting the Architectural Control
Committee shall be determined by the Association. The
Association shall at all times have the authority to
appoint, replace, or remove any member of the Architectural
Control Committee in its sole discretion. No person may
serve on the Architectural Control Committee unless he or
she is a resident homeowner currently living in Centennial
Farms, Plats I-XII. A member of the Architectural Control Committee who moves out of Centennial Farms, Plats I-XII, during his or her term of appointment automatically is disqualified from voting on any matter pending before the Architectural Control Committee and shall promptly resign or be removed by the Association.

(ii) In the event that the Association or its successor shall cease to exist and actively function as the representative body for and on behalf of the residents of Centennial Farms, Plats I-XII, then the rights and powers of appointment, removal, and replacement of the members of the Architectural Control Committee shall revert to the resident homeowners of Centennial Farms, Plats I-XII, respectively by Plat, to appoint one (1) member of a twelve (12) member Architectural Control Committee by referendum vote of a majority of the residents living in such Plat. The residents of each Plat shall have all other powers and authority to remove and replace the member of the Architectural Control Committee representing the Plat by referendum.

Except as herein provided, the rights, powers, and duties of the Architectural Control Committee may not be assigned or relinquished.

1. (B) Improvements: Approval of Plans:

   No structure may be erected or other improvement made to any Lot within the Plat without written plans, drawings, and specifications. All plans, drawings, and specifications for any structure proposed to be erected and any other improvements to be made to or upon any Lot within the Plat, including without limitation any additions, changes, or alterations to any existing structure or other improvement, must be submitted to the Architectural Control Committee for examination and approval prior to the commencement of the proposed improvement. The plans, drawings, and specifications submitted shall be sufficiently detailed to show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the improvement to the Lot and the finished grade elevation of the Lot. In its sole discretion, the Architectural Control Committee may require that the plans, drawings, and specifications be prepared by a competent architect or draftsman. A sufficient number of copies of the plans, drawings, and specifications shall be submitted as required by the Architectural Control Committee.

2. In requiring the submission of detailed plans and specifications as herein set forth, the Architectural Control Committee has in mind the development of Centennial Farms Plat VII as an architecturally harmonious, artistic, and desirable residential subdivision. In approving or withholding its approval of any detailed plans, drawings, 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 Centennial Farms Plat VII as a whole. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. 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 Centennial Farms Plat VII.
4. [unchanged]

5. 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 Architectural Control Committee.

6. [unchanged]

Section 2: That the "Developer", its successors and assigns, shall cease to have and hold any rights, privileges or powers as the Architectural Control Committee when this Amendment becomes effective. The decision-making authority of the Developer to construe and interpret the Declaration of Restrictions, to approve proposed improvements to any Lot, to grant variances, waivers or modification of restrictions to any Lot owner, and all other matters within the purview of the Architectural Control Committee, wheresoever stated in the Declarations, is now vested with the Architectural Control Committee.

Section 3: That Article VII of the Declaration of Restrictions, Enforcement of Restrictions. Other Matters, is hereby amended by interlineation in the following respects:

1. [add to existing text]: "The Association may enforce the covenants and restrictions in its own name on behalf of the Architectural Control Committee."

2-5. [unchanged]

6-7. [the word "Developer" is deleted and replaced with "Architectural Control Committee"; other text unchanged.]

8. [unchanged]

9-10. [the word "Developer" is deleted and replaced with "Architectural Control Committee"; other text unchanged.]

11. [unchanged]

Section 4: These Amendments shall become effective when two-thirds (2/3) of the Lot owners of Centennial Farms Plat VII have signed this Amendment and the Amendment with the required number of signatures has been duly recorded.

IN WITNESS WHEREOF, the undersigned owners of Lots in Centennial Farms Plat VII hereby approve and adopt the foregoing Amendments to the Declaration of Restrictions as to Centennial Farms Plat VII, a Subdivision in the City of Sylvania, Lucas County, Ohio.
witnesed by:

1. Kent L. DeMuth
   [Signature]
   State of Ohio  
   County of Lucas

   The foregoing instrument was acknowledged before me this 23rd day of November, 1992, by KENT L. DEMUTH
   (marital status)

2. Kent L. DeMuth
   [Signature]
   State of Ohio  
   County of Lucas

   The foregoing instrument was acknowledged before me this 23rd day of November, 1992, by KENT L. DEMUTH
   (marital status)

3. Kent L. DeMuth
   [Signature]
   State of Ohio  
   County of Lucas

   The foregoing instrument was acknowledged before me this 23rd day of November, 1992, by KENT L. DEMUTH
   (marital status)

4. Kent L. Demuth
   [Signature]
   State of Ohio  
   County of Lucas

   The foregoing instrument was acknowledged before me this 23rd day of November, 1992, by KENT L. DEMUTH
   (marital status)
Witnessed by:  

1. Douglas J. Demuth  
State of Ohio  
County of Lucas ss.

The foregoing instrument was acknowledged before me this  
24th day of November, 1992, by Jeffrey E. and Pamela S. Schaaf  
(names of owners)  
(Marital status)  
Plat Lot No.: 170  
Address: 8138 Timby Ln.

2. Douglas J. Demuth  
State of Ohio  
County of Lucas ss.

The foregoing instrument was acknowledged before me this  
24th day of November, 1992, by Robert W. and Sheila F. Buchsinger  
(names of owners)  
(Marital status)  
Plat Lot No.: 169  
Address: 9156 Timothy Ln.

3. Douglas J. Demuth  
State of Ohio  
County of Lucas ss.

The foregoing instrument was acknowledged before me this  
24th day of November, 1992, by William E. and Linda Dohrmann  
(names of owners)  
(Marital status)  
Plat Lot No.: 165  
Address: 810 Timby Ln.

4. Douglas J. Demuth  
State of Ohio  
County of Lucas ss.

The foregoing instrument was acknowledged before me this  
24th day of November, 1992, by Timothy J. and Theresa Gallis  
(names of owners)  
(Marital status)  
Plat Lot No.: 165  
Address: 810 Timby Ln.
The foregoing instrument was acknowledged before me this 24th day of November, 1992, by Sam & Christina Marshino (names of owners) (marital status)
The foregoing instrument was acknowledged before me this 27th day of November, 1992, by

KENT M. HAMBY

DOUGLAS L. DEMUTH
Notary Public, State of Ohio
My Commission Expires 11-15-94

Address: 2129 Timothy Ln.
Plat Lot No: 154

State of Ohio } ss.
County of Lucas)

The foregoing instrument was acknowledged before me this 27th day of November, 1992, by

KENT M. HAMBY

DOUGLAS L. DEMUTH
Notary Public, State of Ohio
My Commission Expires 11-15-94

Address: 3009 Dragwood Dr.
Plat Lot No: 151

State of Ohio } ss.
County of Lucas)

The foregoing instrument was acknowledged before me this 27th day of November, 1992, by

JENNIFER S. & STEVEN R. MEAD

DOUGLAS L. DEMUTH
Notary Public, State of Ohio
My Commission Expires 11-15-94

Address: 2129 Timothy Ln.
Plat Lot No: 154

State of Ohio } ss.
County of Lucas)

The foregoing instrument was acknowledged before me this 29th day of November, 1992, by

SUSAN & MARK W. HEDICK

DOUGLAS L. DEMUTH
Notary Public, State of Ohio
My Commission Expires 11-15-94

Address: 3009 Dragwood Dr
Plat Lot No: 151