CENTENNIAL
MEADOWS PLAT 1

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DECLARATION OF RESTRICTIONS
FOR
CENTENNIAL MEADOWS PLAT ONE
AND FUTURE PLAT TWO
A SUBDIVISION
IN
THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO

This Declaration of Restrictions is adopted by Cumberland Construction Corporation, an Ohio corporation (hereinafter called the "Developer"), and by Centennial Meadows Homeowners' Association, an Ohio nonprofit corporation, hereinafter called the "Association".

WHEREAS, the Developer is an Ohio corporation and is the owner of all the lots as shown on the recorded plat of Centennial Meadows Plats One (hereinafter called "Subdivision"), legally described on Exhibit A, attached hereto and fully incorporated herein, recorded in volume 193 of Plats, Pages 724-725, Lucas County, Ohio, Recorder's office, and is the owner of all of the real property legally described on Exhibit "B", attached hereto and fully incorporated herein, to be subdivided and platted, the recorded Plat of which shall be known as Centennial Meadows Plat Two, which, upon filing for record of the plat of Centennial Meadows Plat Two, such Plat Two shall become part of the "Subdivision" as referenced herein and shall be subject to these restrictions.
WHEREAS, the Association is a nonprofit corporation formed by the Developer whose members shall be all of the owners of all of the lots in such Subdivision, being the existing Plat One and the future Plat Two, and the Association is the owner of all that portion of the Subdivision designated as the common area on such recorded plat (and the future Plat Two) including the portions thereof designated to be used for roadway and utility purposes, as well as, recreational and open space purposes; and,

WHEREAS, Centennial Meadows Plat One and the future Plat Two, is a residential subdivision developed as a planned development of a subdivision with zero lot lines pursuant to Chapter 1155 of the Codified Ordinance of the City of Sylvania, Lucas County, Ohio; now, therefore,

In consideration of the enhancement in the value or said property by reason of the adoption of the restrictions and covenants hereinafter set forth and in furtherance of the community development plan for this Subdivision, the Developer and Association, for themselves, their successors and assigns, hereby declare, covenant and stipulate that all property as shown on the recorded plat of Centennial Meadows Plat One, a Subdivision in the City of Sylvania, Lucas County, Ohio, and the future Centennial Meadows Plat Two, shall hereafter be conveyed by them, their successors and assigns subject to the following restrictions, covenants and conditions which restrictions shall, to the extent legally permissible, supersede any and all other
restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

RESTRICTIONS

1.1 All transfers and conveyances of each and every residential lot in the Subdivision shall be made subject to these covenants and restrictions.

1.2 These covenants and restrictions shall run with and bind the land and shall be binding upon the Developer, the Association and all persons claiming under or through them until January 1, 2005, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

1.3 These covenants and restrictions may be amended prior to January 1, 2005 or may be amended or terminated after January 1, 2005 by the then owners of at least two-thirds (2/3) of the lots in said Subdivision.

1.4 The Developer reserves the right and power to amend these covenants and restrictions, unilaterally and in its sole discretion, for a period of five (5) years from the date these covenants and restrictions are filed for record. The Developer shall not amend these covenants and restrictions in any manner which would result in the discrimination against any Lot owner nor in any manner which would substantially change the fundamental purposes of the Subdivision. Each Lot owner and his mortgagees, by acceptance of a deed of conveyance or a mortgage encumbering such Lot, is deemed to and does give and grant to the Developer a power of attorney, which right and power is coupled with an interest, is irrevocable, and runs with the title to the land and to each Lot in the Subdivision, for the purpose of executing and recording such amendment or amendments for and in the name of each Lot owner and respective mortgagees. The Developer shall, immediately upon recording such amendment, furnish a copy thereof to each Lot owner.

1.4.1 Until and after the Developer shall have divested its title to any and all remaining Lots in Plat One and future Plat Two of the Subdivision to a bona fide third-party purchaser, not an affiliate of the Developer, these covenants and restrictions shall not be amended or terminated without the written consent of the Developer; in such event and thereafter, any amendment or termination
by the Lot owners shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.5 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

1.6 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. The Developer, The Association, the architectural control committee, or the owner of any residential lot in the Subdivision shall have the right to maintain an action at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

1.7 The failure to enforce any violation or breach of any of these provisions, no matter how frequent, shall not operate as a waiver and shall not abrogate or invalidate any such provisions or restrictions.

1.8 In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor, then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereafter terminate.

1.9 Invalidation of any of the restrictions and covenants, in whole or in part herein, by judgment or court order or by act of the owners as herein provided shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.
ARTICLE II
RESIDENTIAL LOTS

2.1 The entire Subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single family dwellings together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities including noncommercial recreational facilities.

2.2 The twenty-one (21) lots located as shown on the recorded plat of Centennial Meadows Plat One and the eighteen lots to be shown on the recorded plat of the future Centennial Meadows Plat Two shall be residential lots and the remainder of the real estate included in the Subdivision designated as common area shall be used exclusively for roadway and utility purposes, as shown on the recorded plat, and for noncommercial recreational facilities and open space areas.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 No structure or other improvement including, but not limited to, homes, garages, basements, driveways, fences, walls, bridges, patios, decks, hedges or other enclosures shall be erected, improved, changed or altered on any lot or area in the Subdivision until detailed plans and specifications thereto have been approved in writing by the architectural control committee.

3.2 Such detailed plans and specifications shall show the size, location, type, architectural design, quality, use, (construction) material, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

3.3 Such plans and specification shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.
3.4 All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

3.5 If approved by the architectural control committee, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

3.6 Protective boards from the ground to at least a six-foot height are to be placed around all trees of 3\" diameter or greater during the construction period for each residential dwelling.

3.7 Each Lot owner in the Subdivision hereby grants to adjacent Lot owners a non-exclusive, perpetual, easement to enter upon such Lot, at reasonable times and in a reasonable manner, for the purpose of performing maintenance upon the building, improvements and landscaping upon such adjacent Lot; provided, however, that such adjacent Lot owner hereby agrees and covenants to protect the property of such easement Lot owner and shall restore such Lot owner's property in the event of damage thereto by the exercise of such easement right and the further agreement to indemnify and hold harmless such easement Lot owner from any liability, claim or expense whatsoever arising by virtue of the exercise of such easement right, including reasonable attorney's fees. This easement right is a covenant running with the land coupled with an interest, and binding the title to each Lot in the Subdivision.

3.8 The purpose of requiring detailed plans and specifications as herein set forth is to develop the Subdivision as an architecturally harmonious artistic and desirable residential subdivision having a parklike atmosphere with residences located in an apparent random and casual manner following a precise landscape plan.

3.9 Developer shall establish a master plan for landscaping of the entire Subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

3.10 Developer shall establish a general architectural theme for roof design and material, trim colors, brick specifications and window detail and 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 the master plan for the development and use of the Subdivision.

3.11 In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, 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 the Subdivision as a whole. Any determination made by the architectural control committee in good faith shall be binding on all parties in interest.

3.12 Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the Subdivision (twenty-one existing in Plat One and eighteen proposed for future Plat Two) and residential structures have been erected on each of such residential lots. Thereafter, members of the architectural control committee shall be appointed by the Centennial Meadows Homeowners' Association. Developer reserves the right, prior to conveyance of all lots in the Subdivision to others and erection of structures thereon, to relinquish its power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

3.13 No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the Subdivision. The term structures for this purpose shall include houses, garages, other buildings and similar structures but shall not include driveways, walkways, patios, fences, decks and similar improvements.

3.14 Until such time as Developer has conveyed to others all residential lots and dwellings owned by it, in the Subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the Subdivision and maintain a large
ARTICLE V
ASSESSMENTS

5.1 Commencing January 1, 1989 and thereafter, each residential lot in the Subdivision and the owners thereof shall be subject to an annual assessment for each fiscal year thereafter in amounts as may be determined by the members of the Association prior to the end of the preceding fiscal year.

5.2 The annual assessment shall be payable in equal monthly installments on or before the first day of each month during the fiscal year for which the assessment is levied.

5.3 Each assessment as aforesaid shall become a lien against each residential lot on the first day of the fiscal year in which it becomes due and payable.

5.4 A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

5.5 Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the President of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

5.6 The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

5.7 The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became 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.

ARTICLE VI
USE AND ACTIVITIES

6.1 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be
4.1 All owners of residential lots in the Subdivision and all persons who hereafter acquire title to a residential lot in the Subdivision shall automatically become a member of the Centennial Meadows Homeowners' Association and shall be entitled to all the rights and privileges of such membership and shall be 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.

4.2 Each member of the Association, in common with all other members as owners of residential lots in the Subdivision, shall have the right to use the common areas and facilities in the Subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other lot owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from each residential lot.

4.3 All members shall use the common areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the architectural control committee has approved the extension into the common area immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery.

4.4 The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to be for the general benefit of the owners of all residential lots in the Subdivision.

4.5 The Association shall enforce all provisions of the recorded plat, these restrictions and any and all regulations promulgated by it with respect to the use and occupancy of residential lots and the common areas and facilities in the Subdivision.
done thereon which may be or become an annoyance or nuisance in the Subdivision.

6.2 No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

6.3 No residential lot shall be used for the storage of automobiles, trailers, boats, recreational vehicles, scrap, scrap iron, water, paper, glass, or any reclamation products or material except that during the period while the structure is being erected, upon any such lot, building materials to be used on 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.

6.4 All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of architectural control committee.

6.5 No trailer, basement, tent, shack, garage, barn, mobile home, recreational vehicle or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwellings erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the architectural control committee.

6.6 Any truck, boat, bus, tent, mobile home, trailer, recreational vehicle or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

6.7 Dogs, cats or other household pets suitably maintained and housed within the residential dwelling may be kept subject to rules and regulations adopted by The Centennial Meadows Homeowners' Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from
the Subdivision in accordance with rules and regulations adopted by the Association.

6.8 All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

6.9 No signs of any character other than small signs of not more than ten (10) 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 consent of the Association; and, the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

6.10 Any owner who leases his residential dwelling to others shall be required to provide a written lease containing a provision that the terms and conditions of the lease and the occupancy of the dwelling shall be subject, in all respects, to the provisions of these Restrictions, the Association's Articles of Incorporation and Code of Regulations, and the rules and regulations promulgated by the Association and that any failure by the lessee to comply therewith shall be a default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days, provided, however, that the minimum initial term of any such lease shall be six (6) months.

ARTICLE VII
DEVELOPER

7.1 Developer shall have the exclusive right to consent to and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph, television cable and other public or quasi-public utilities, lines, poles, wires and conduits, including underground facilities, on, over, below or under the common areas designated on the recorded plat and along and upon all highways or right of way now existing or hereafter established and abutting the Subdivision. Developer may amend the plat if additional land abutting the Subdivision to the South is acquired to expand the planned development onto such abutting land, being the future Plat Two.

7.2 Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the Subdivision 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.

7.3 Developer reserves the right to relinquish its powers with respect to easements as set forth in this Article by written instrument delivered to the Association whereupon all rights with respect to easements as set forth in this Article shall thereafter be exercised by the Association.

7.4 Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, made in good faith, shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

7.5 Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

ARTICLE VIII

GENERAL

8.1 Any lot owner may request and, upon payment of the reasonable expense therefore, shall receive from the secretary of the Association a Certificate setting forth whether all assessments have been paid for such owner’s lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

8.2 In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property shall automatically thereupon be transferred to the then owners of the residential lots in the Subdivision, with each owner having an equal undivided interest in the common areas and facilities for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the common areas and facilities through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the Subdivision.

8.3 Until December 31, 1988, Developer shall maintain the common areas and shall access each residential lot owned by others the sum of $75.00 per month for each month following the completion of a dwelling thereon and $37.50
per month for each month prior to completion of a dwelling thereon. Such assessment shall be payable and be a lien in the same manner as assessments as set forth in Article V hereof.

IN WITNESS WHEREOF, Cumberland Construction Corporation an Ohio corporation, and Centennial Meadows Homeowners' Association, an Ohio nonprofit corporation, have caused this Declaration of Restrictions to be executed by their respective, duly authorized representatives in the City of Sylvania, Lucas County, Ohio, this _______ day of _______ 1988.

SIGNED AND ACKNOWLEDGED

in the presence of:

CUMBERLAND CONSTRUCTION CORP.

By:

Claude M. Brown, Jr.,
President

By:

CENTENNIAL MEADOWS
HOEOWNERS' ASSOCIATION

By:

Claude M. Brown, Jr.,
President

By:

Charlotte A. Autry,
Secretary

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _______ day of _______ 1988, by Claude M. Brown, Jr. as President of Cumberland Construction Corporation, an Ohio corporation, on behalf of the said corporation.

Notary Public

Notary Public State of Ohio

Not Commission Expires Sept 30, 1991

88 664E02
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this ___ day of ___/___ 1988, by Claude M. Brown, Jr., as President and Charlotte A. Autry as Secretary of Centennial Meadows Homeowners' Association, an Ohio corporation, on behalf of the said corporation.

Notary Public

BARBARA A. HESSICK
Notary Public, State of Ohio
My Commission Expires Sept. 30, 1992

This instrument prepared by:

Thomas J. Sheperak
Attorney at Law
312 Conant Street
Maumee, OH 43537
CENTENNIAL MEADOWS PLAT ONE of which this is a correct Plat, is comprised of that part of the South 1/2 of Section 5, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio; said parcel of land being bounded and described as follows:

BEGINNING at the intersection of the Ohio-Michigan State line with the west line of said Section 5, also being the centerline of Centennial Road (as it now exists); thence in a southerly direction along the said west line of Section 5, having an assumed bearing of S. 01°29' 04" W., a measured distance of 265.73' and a record distance of 265.02' to the intersection of the south line of "Centennial Farms Plat VII"; said intersection also being the TRUE POINT OF BEGINNING; thence S. 01°29' 04" W. along the said south line of "Centennial Farms Plat VII", a distance of 200.31' to a point of curve; thence in a easterly direction along an arc of curve to the left, and along said south line of "Centennial Farms Plat VII", an arc distance of 141.80' to a point of reverse curve; said aforementioned curve having a radius of 70.76', a central angle of 10°32' 26", a tangent length of 71.10', a long chord of 141.80' and a chord bearing of N. 88°32' 17" E.; thence continuing in a easterly direction along an arc of curve to the right, and along said south line of "Centennial Farms Plat VII", an arc distance of 64.37' to a point on curve; said point on curve also being the northwest corner of Lot 152 in said "Centennial Farms Plat VII"; said curve having a radius of 710.76', a central angle of 09°11' 20", a tangent length of 32.21', a long chord of 64.35' and a chord bearing of N. 85°32' 44" E.; thence S. 01°27' 02" W. along the west line of said Lot 152 in "Centennial Farms Plat VII", a distance of 95.61' to the southwest corner of said Lot 152 in "Centennial Farms Plat VII"; thence N. 88°32' 58" W. along the westerly extension of the south line of said Lot 152 in "Centennial Farms Plat VII", a distance of 10.00' to a point; thence S. 01°27' 02" W. along a line a distance of 971.39' to a point; thence N. 79°08' 41" W. along a line, a distance of 198.06' to a point; thence N. 88°15' 43" W. along a line, a distance of 200.55' to the intersection of the said west line of Section 5; thence N. 01°29' 04" E. along the said west line of Section 5, a distance of 993.55' to the TRUE POINT OF BEGINNING.

CONTAINING 403.436 square feet or 9.262 acres of land more or less.
The above described parcel of land is subject to any and all leases, easements or restrictions of record.
CENTENNIAL MEADOWS PLAT TWO of which this is a correct plat; is comprised of that part of the South 1/2 of Section 5, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio; said parcel of land being bounded and described as follows:

Beginning at the intersection of the south line of "Centennial Meadows Plat One" as described in Volume 118, pages 65 and 66, Lucas County Book of Plats, with the west line of said Section 5; said west line of Section 5, also being the center line of Centennial Road (as it now exists); thence in a westerly direction along the said south line of "Centennial Meadows Plat One", having an assumed bearing of S. 84° 15' 43" E., a distance of 200.55' to an angle point in the said south line of "Centennial Meadows Plat One"; thence S. 79° 08' 41" E. along the said south line of "Centennial Meadows Plat One", a distance of 198.06' to the intersection of the west line of said "Centennial Meadows Plat One"; thence S. 01° 27' 02" W. along the southerly extension of the said west line of "Centennial Meadows Plat One", a distance of 874.79' to the intersection of a line drawn 350.00' northerly of and parallel with the south line of said Section 5, said line drawn 350.00' northerly of and parallel with the south line of Section 5, also being the north line of a parcel of land as described in Microfiche 82 159 A07 Lucas County Deed Records; thence S. 90° 00' 00" W. along said line drawn 350.00' northerly of an parallel with the south line of Section 5, a distance of 396.08' to the intersection of the said west line of Section 5; thence N. 01° 29' 04" E. along the said west line of Section 5, a distance of 952.17' to the POINT OF BEGINNING.

CONTAINING 367,175 square feet on 8.429 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements or restrictions of record.

Prepared By:
M. Freelsa Survey Company

Mary Lou Carr
Registered Surveyor # 6856

RECEIVED &Recorded
MAY 25 1988
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

Exhibit B

88 664E05
FIRST AMENDED
DECLARATION OF RESTRICTIONS
FOR
CENTENNIAL MEADOWS PLAT ONE
A SUBDIVISION
IN
THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO

This Declaration of Restrictions is adopted by Cumberland
Construction Corporation, an Ohio corporation (hereinafter called
the "Developer"), and by Centennial Meadows Homeowners'
Association, an Ohio nonprofit corporation, hereinafter called the
"Association".

WHEREAS, the Developer is an Ohio corporation and is the owner
of all the lots as shown on the recorded plat of Centennial Meadows
Plat One (hereinafter called "Subdivision"), legally described on
Exhibit A, attached hereto and fully incorporated herein, recorded
in Volume 118 of Plats, Pages 65 and 66, Lucas County, Ohio,
Recorder's Office, and

WHEREAS, the Association is a nonprofit corporation formed by
the Developer whose members shall be all of the owners of all of
the lots in such Subdivision, and the Association is the owner of
all that portion of the Subdivision designated as the common area
on such recorded plat including the portions thereof designated to
be used for roadway and utility purposes, as well as recreational
and open space purposes, and

WHEREAS, Centennial Meadows Plat One is a residential
subdivision developed as a planned development of a subdivision

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[Signature]
with zero lot lines pursuant to Chapter 1155 of the Codified Ordinance of the City of Sylvania, Lucas County, Ohio, and

WHEREAS, the Developer and the Association have resolved to amend the original Declaration of Restriction by deleting therefrom the future Plat Two of Centennial Meadows, with all of the other terms and conditions of the original Declaration of Restrictions being re-stated herein and remaining the same;

NOW, THEREFORE, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions and covenants hereinafter set forth, and in furtherance of the community development plan for this Subdivision, the Developer and the Association, for themselves, and their successors and assigns, hereby declare, covenant and stipulate that all property as shown on the recorded plat of Centennial Meadows Plat One, a Subdivision in the City of Sylvania, Lucas County, Ohio, shall hereafter be conveyed by them, their successors and assigns subject to the following restrictions, covenants and conditions which restrictions shall, to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

REstrictiOns

1.1 All transfers and conveyances of each and every residential lot in the Subdivision shall be made subject to these covenants and restrictions.

1.2 These covenants and restrictions shall run
with and bind the land and shall be binding upon the Developer, the Association and all persons claiming under or through them until January 1, 2005, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

1.3 These covenants and restrictions may be amended prior to January 1, 2005 or may be amended or terminated after January 1, 2005 by the then owners of at least two-thirds (2/3) of the lots in said Subdivision.

1.4 The Developer reserves the right and power to amend these covenants and restrictions, unilaterally and in its sole discretion, for a period of five (5) years from the date these covenants and restrictions are filed for record. The Developer shall not amend these covenants and restrictions in any manner which would result in the discrimination against any Lot owner nor in any manner which would substantially change the fundamental purposes of the Subdivision. Each Lot owner and his mortgagees, by acceptance of a deed of conveyance or a mortgage encumbering such Lot, is deemed to and does give and grant to the Developer a power of attorney, which right and power is coupled with an interest, is irrevocable, and runs with the title to the land and to each Lot in the Subdivision, for the purpose of executing and recording such amendment or amendments for and in the name of each Lot owner and respective mortgagees. The Developer shall, immediately upon recording such amendment, furnish a copy thereof to each Lot owner.

1.4.1 Until and after the Developer shall have divested its title to any and all remaining Lots in Plat One of the Subdivision to a bona fide third-party purchaser, not an affiliate of the Developer, these covenants and restrictions shall not be amended or terminated without the written consent of the Developer; in such event and thereafter, any amendment or termination by the Lot owners shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at
least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.5 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

1.6 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. The Developer, The Association, the Architectural Control Committee, or the owner of any residential lot in the Subdivision shall have the right to maintain an action at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

1.7 The failure to enforce any violation or breach of any of these provisions, no matter how frequent, shall not operate as a waiver and shall not abrogate or invalidate any such provisions or restrictions.

1.8 In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor, then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

1.9 Invalidation of any of the restrictions and covenants, in whole or in part therein, by judgment or court order or by act of the owners as herein provided shall not affect, in any manner, the validity, enforceability or
effect of any other provisions contained herein, all of which shall remain in full force and effect.

ARTICLE II

RESIDENTIAL LOTS

2.1 The entire Subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single family dwellings together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities including noncommercial recreational facilities.

2.2 The twenty-one (21) lots located as shown on the recorded plat of Centennial Meadows Plat One shall be residential lots and the remainder of the real estate included in the Subdivision designated as common area shall be used exclusively for roadway and utility purposes, as shown on the recorded plat, and for noncommercial recreational facilities and open space areas.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No structure or other improvement including, but not limited to, homes, garages, basements, driveways, fences, walls, bridges, patios, decks, hedges or other enclosures shall be erected, improved, changed or altered on any lot or area in the Subdivision until detailed plans and specifications therefor have been approved in writing by the Architectural Control Committee.

3.2 Such detailed plans and specifications shall show the site, location, type, architectural design, quality, use, (construction) material, color scheme and grading; plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.
3.3 Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

3.4 All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

3.5 If approved by the architectural control committee, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

3.6 Protective boards from the ground to at least a six-foot height are to be placed around all trees of 3" diameter or greater during the construction period for each residential dwelling.

3.7 Each Lot owner in the Subdivision hereby grants to adjacent Lot owners a non-exclusive, perpetual, easement to enter upon such Lot, at reasonable times and in a reasonable manner, for the purpose of performing maintenance upon the building, improvements and landscaping upon such adjacent Lot; provided, however, that such adjacent Lot owner hereby agrees and covenants to protect the property of such easement Lot owner and shall restore such Lot owner's property in the event of damage thereto by the exercise of such easement right and the further agreement to indemnify and hold harmless such easement Lot owner from any liability, claim or expense whatsoever arising by virtue of the exercise of such easement right, including reasonable attorney's fees. This easement right is a covenant running with the land coupled with an interest, and binding the title to each Lot in the Subdivision.

3.8 The purpose of requiring detailed plans and specifications as herein set forth is to develop the Subdivision as an architecturally harmonious artistic and desirable residential subdivision having a park like atmosphere with
residences located in an apparent random and casual manner following a precise landscape plan.

3.9 Developer shall establish a master plan for landscaping of the entire Subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

3.10 Developer shall establish a general architectural theme for roof design and material, trim colors, brick specifications and window detail and 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 the master plan for the development and use of the Subdivision.

3.11 In approving or withholding approval of any detailed plans and specifications submitted to it, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, 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 the Subdivision as a whole. Any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

3.12 Members of the Architectural Control Committee shall be appointed by the Developer until such time Developer has conveyed to others all of the residential lots in the Subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the Architectural Control Committee shall be appointed by the Centennial Meadows Homeowners' Association. Developer reserves the right, prior to conveyance of all lots in the Subdivision to others, and erection of structures thereon, to relinquish its power to appoint the members of the Architectural
Control Committee by written instrument delivered to the Association whereupon the right to appoint members of the Architectural Control Committee shall thereafter be exercised by the Association.

3.13 No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the Subdivision. The term structures for this purpose shall include houses, garages, other buildings and similar structures but shall not include driveways, walkways, patios, fences, decks and similar improvements.

3.14 Until such time as Developer has conveyed to others all residential lots and dwellings owned by it, in the Subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the Subdivision and maintain a large temporary sign on Centennial Road advertising the sale of property in the Subdivision.

ARTICLE IV
CENTENNIAL MEADOWS HOMEOWNERS' ASSOCIATION

4.1 All owners of residential lots in the Subdivision and all persons who hereafter acquire title to a residential lot in the Subdivision shall automatically become a member of the Centennial Meadows Homeowners' Association and shall be entitled to all the rights and privileges of such membership and shall be 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.

4.2 Each member of the Association, in common with all other members as owners of residential lots in the Subdivision, shall have the right to use the common areas and facilities in the
Subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other lot owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from each residential lot.

4.3 All members shall use the common areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the Architectural Control Committee has approved the extension into the common area immediately adjacent to the dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery.

4.4 The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to be for the general benefit of the owners of all residential lots in the Subdivision.

4.5 The Association shall enforce all provisions of the recorded plat, these restrictions and any and all regulations promulgated by it with respect to the use and occupancy of residential lots and the common areas and facilities in the Subdivision.

ARTICLE V

ASSESSMENTS

5.1 Commencing January 1, 1989 and thereafter, each residential lot in the Subdivision and the owners thereof shall be subject to an annual assessment for each fiscal year thereafter in amounts as may be determined by the members of the Association prior to the end of the preceding fiscal year.

5.2 The annual assessment shall be payable in equal monthly installments on or before the first day of each month during the fiscal year.
for which the assessment is levied.

5.3 Each assessment as aforesaid shall become a lien against each residential lot on the first day of the fiscal year in which it becomes due and payable.

5.4 A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

5.5 Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the President of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

5.6 The Association’s Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

5.7 The sale or transfer of any residential lot pursuant to 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.

ARTICLE VI

USE AND ACTIVITIES

6.1 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the Subdivision.

6.2 No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots
other than a well for water for recreation or maintenance purposes which shall first have been approved by the Architectural Control Committee.

6.3 No residential lot shall be used for the storage of automobiles, trailers, boats, recreational vehicles, scrap, scrap iron, water, paper, glass, or any reclamation products or material except that during the period while the 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.

6.4 All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of Architectural Control Committee.

6.5 No trailer, basement, tent, shack, garage, barn, mobile home, recreational vehicle or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwellings erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Architectural Control Committee.

6.6 Any truck, boat, bus, tent, mobile home, trailer, recreational vehicle or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

6.7 Dogs, cats or other household pets suitably maintained and housed within the residential dwelling may be kept subject to rules and regulations adopted by The Centennial Meadows Homeowners' Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or
creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with rules and regulations adopted by the Association.

6.8 All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

6.9 No signs of any character other than small signs of not more than ten (10) 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 consent of the Association; and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

6.10 Any owner who leases his residential dwelling to others shall be required to provide a written lease containing a provision that the terms and conditions of the lease and the occupancy of the dwelling shall be subject, in all respects, to the provisions of these Restrictions, the Association's Articles of Incorporation and Code of Regulations, and the rules and regulations promulgated by the Association and that any failure by the lessee to comply therewith shall be a default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days, provided, however, that the minimum initial term of any such lease shall be six (6) months.

ARTICLE VII

DEVELOPER

7.1 Developer shall have the exclusive right to consent to and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph, television cable and other public or quasi-public utilities, lines, poles, wires and conduits, including underground facilities, on, over, below or under the common areas designated on the recorded plat.
and along and upon all highways or right of way now existing or hereafter established and abutting the Subdivision.

7.2 Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the Subdivision 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.

7.3 Developer reserves the right to relinquish its powers with respect to easements as set forth in this Article by written instrument delivered to the Association whereupon all rights with respect to easements as set forth in this Article shall thereafter be exercised by the Association.

7.4 Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, made in good faith, shall be conclusive and binding as to all persons and property benefitted or bound by these restrictions.

7.5 Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

ARTICLE VIII

GENERAL

8.1 Any lot owner may request and, upon payment of the reasonable expense therefore, shall receive from the secretary of the Association a Certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

8.2 In the event the Association shall be
dissolved or otherwise cease to exist, ownership of its property shall automatically thereupon be transferred to the then owners of the residential lots in the Subdivision, with each owner having an equal undivided interest in the common areas and facilities for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the common areas and facilities through judicial proceedings or otherwise unless approved by the owners of at least two thirds (2/3) of the residential lots in the Subdivision.

3.3 Until December 31, 1988, Developer shall maintain the common areas and shall assess each residential lot owned by others the sum of $75.00 per month for each month following the completion of a dwelling thereon and $37.50 per month for each month prior to completion of a dwelling thereon. Such assessment shall be payable and be a lien in the same manner as assessments as set forth in Article V hereof.

IN WITNESS WHEREOF, Cumberland Construction Corporation an Ohio corporation, and Centennial Meadows Homeowners' Association, an Ohio nonprofit corporation, have caused this First Amended Declaration of Restrictions to be executed by their respective, duly authorized representatives in the City of Sylvania, Lucas County, Ohio, this day of

SIGNED AND ACKNOWLEDGED in the presence of:

By: Claude M. Brown, Jr.
Chairman

By: Claude M. Brown, III CEO

94 1072606
STATE OF OHIO)  SS:
LUCAS COUNTY 

The foregoing instrument was acknowledged before me this 13th day of April, 1994, by Claude M. Brown, Jr. as Chairman and Claude M. Brown, III, as CEO of Cumberland Construction Corporation, an Ohio corporation, on behalf of the said corporation.

NANCY H. BELL

STATE OF OHIO)  SS:
LUCAS COUNTY 

The foregoing instrument was acknowledged before me this 13th day of April, 1994, by Claude M. Brown, Jr., as President and Charlotte A. Autry as Secretary of Centennial Meadows.
Homeowners' Association, an Ohio corporation, on behalf of the said corporation.

[Signature]

NANCY G. BELLG
Notary Public — State of Ohio
My Commission Expires Aug. 3, 1996

THIS INSTRUMENT PREPARED BY:
William H. Longthorne
Attorney at Law
EXHIBIT "A"

CENTENNIAL MEADOWS PLAT ONE of which this is a correct Plat, is comprised of that part of the South 1/2 of Section 5, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio; said parcel of land being bounded and described as follows:

COMMENCING at the intersection of the Ohio-Michigan State line with the west line of said Section 5, also being the centerline of Centennial Road (as it now exists); thence in a southerly direction along the said west line of Section 5, having an assumed bearing of S. 01° 29' 04" W., a measured distance of 285.73 and a record distance of 265.02' to the intersection of the south line of "Centennial Farms Plat VII"; said intersection also being the TRUE POINT OF BEGINNING; thence S. 89° 08' 30" E. along the said south line of "Centennial Farms Plat VII", a distance of 200.32' to a point of curve; thence in an easterly direction along an arc of curve to the left, and along said south line of "Centennial Farms Plat VII", an arc distance of 141.80' to a point of reverse curve; said aforementioned curve having a radius of 770.76', a central angle of 10° 32' 24"., a tangent length of 71.10', a long chord of 141.60' and a chord bearing of N. 85° 35' 17" E.; thence continuing in an easterly direction along an arc of curve to the right, and along said south line of "Centennial Farms Plat VII", an arc distance of 64.37' to a point on curve; said point on curve also being the northwest corner of Lot 162 in said "Centennial Farms Plat VII"; said curve having a radius of 710.76', a central angle of 05° 11' 20"., a tangent length of 32.21', a long chord of 64.35' and a chord bearing of N. 82° 56' 44" E.; thence S. 01° 27' 02" W. along the west line of said Lot 162 in "Centennial Farms Plat VII", a distance of 95.61' to the southwest corner of said Lot 162 in "Centennial Farms Plat VII"; thence N. 88° 32' 58" W. along the westerly extension of the south line of said Lot 162 in "Centennial Farms Plat VII", a distance of 10.00' to a point; thence S. 01° 27' 02" W. along a line a distance of 971.39' to a point; thence N. 79° 08' 41" W. along a line, a distance of 198.06' to a point; thence N. 84° 15' 43" W. along a line, a distance of 200.53' to the intersection of the said west line of Section 5; thence N. 01° 29' 04" E. along the said west line of Section 5, a distance of 933.35' to the TRUE POINT OF BEGINNING.

CONTAINING 403,436 square feet or 9.282 acres of land more or less.
The above described parcel of land is subject to any and all leases, easements or restrictions of record.

74/5D

RECEIVED & RECORDED

APR 26 1994

SUE RIOUX
RECORER LUCAS COUNTY, OHIO

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