COUNTRY WALK
PLAT 1

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Declaration of Restrictions
for
Country Walk
Plat I
A Subdivision in Sylvania Township
Lucas County, Ohio

This Declaration of Restrictions is hereby adopted by Renwick Miller, hereinafter called "Developer".

Witnesseth:

WHEREAS Developer is the owner of all of the lots of Country Walk Plat I, a subdivision platted on part of the West 1/2 of the Northwest 1/4 of Section 16, Town 9 South, Range 6 East, in Sylvania Township, Lucas County, Ohio recorded in Volume 118, pages 27 through 28, Lucas County, Ohio, Ohio Record of Plats, which real estate is hereinafter sometime called "Country Walk", and

WHEREAS, Developer desires to establish a general plan for the development of Country Walk and to establish restrictions upon the manner of use, improvement and enjoyment of the numbered lots in Country Walk 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, and the premises above, does for himself and his successors and assigns, hereby declare, covenant and stipulate that all numbered lots as shown on the recorded plat of Country Walk Plat I, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by him, his successors and assigns, subject to the following restrictions:

See Vol 118, Page 77 ½ 77 9/3 Plats
See Macrifiche #88-33+A01
by Mfg.
ARTICLE I

PRIOR APPROVAL OF ALL PLANS

1.1 All plans and specifications for structures and other improvements, including, but not limited to residential dwellings, fences, walls, bridges, dams, driveways, hedges and other enclosures, must be submitted for examination and approval to the Architectural Control Committee before any erection of improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, and color scheme, 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.

1.2 In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Country Walk as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of the subdivision taken as a whole.

In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Country Walk as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in Country Walk as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

1.3 The Architectural Control Committee, through its agents, reserves the sole and exclusive right 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 Country Walk.

1.4 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 approved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

1.5 The approval of all plans and specifications required by §1.1 shall be evidenced by the written signature of the Architectural Control Committee or its duly authorized agent. No work shall commence on any lot until such written approval has been obtained.
ARTICLE II

SPECIFIC RESTRICTIONS ON IMPROVEMENTS

2.1 The specific restrictions set forth herein are in addition to those imposed by the Architectural Control Committee in further of the general development plan.

Residential Only

2.2 All lots shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private attached garage for not more than four cars for the sole use of the occupier of said premise. Not more than one residence shall be built upon any lot.

Building Lines

2.3 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 I hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines of the rear line or lines than the building setback line or lines shown on the recorded plat of Country Walk or nearer to any side lot line than ten (10) feet.

Minimum Sizes: More Discussion

2.4 The type of residential structure which shall be permitted shall be the conventional two-story house, the story and a half house, the one-floor "ranch style" house and the tri-level house (often times called "split level"). The total living area of the main structure, exclusive of open porches, breezeway areas and garages, shall be not less than twenty-four hundred (2400) square feet total living area. The foundation area for a story and a half, tri-level house, and conventional two-story house shall be not less than eighteen hundred (1800) square feet of foundation area exclusive of garage.

Materials

2.5 All structures and buildings erected and maintained upon said lots shall be constructed with new, adequate and generally accepted building materials. If materials other than stone, aluminum, brick and lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing for which provision is herein made. No aluminum or vinyl siding shall be used as siding.

Garages

2.6 All garages must be side loading or rear loading garages, and shall be equipped with automatic door openers.

Driveways

2.7 The Architectural Control Committee shall assign curb cut locations and approve driveways for each lot, which shall be appropriately staggered to improve the overall appearance of the development. All driveways shall be on the right side of the lot as one faces the house, except lots on a cul-de-sac, corner, or those obstructed by utilities, in which case the Architectural Control Committee shall approve the driveway location. No driveway shall be located, relocated, or suffered to remain upon any lot except as determined and approved by the Architectural Control Committee in writing as required by §1.1 herein.

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Fences

2.6 No fence, hedge, wall, or enclosure of any kind shall be erected or placed on any lot for any purpose unless the written approval of the Architectural Control Committee has been obtained, and then shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep, and any other general conditions; provided, however, that split-rail cedar fences not more than three (3) rails high are hereby granted prior approval as long as they are properly maintained, and are not erected nearer to any street than twenty (20) feet behind the building set-back line. If the fence runs to the rear lot line corner, then it shall be constructed with each corner post as a line post to allow the construction of the fence along the rear of the contiguous lots as a continuous fence.

Sidewalks

2.9 The general contractor who constructs the dwelling on each lot shall provide four (4) foot sidewalks along all street frontage within the subdivision. The sidewalks shall be four (4) inches in depth except at driveways where a depth of six (6) inches shall be provided for the full width of the driveway.

Mailboxes

2.10 The Architectural Control Committee shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box of similar type, look and quality.

Air Conditioning Units

2.11 Air conditioning units and accessories shall be erected, placed or maintained behind each residence dwelling constructed in the subdivision and in the rear yard only, or at least halfway back on the side of the dwelling. The air conditioning units and accessories shall be screened by shrubbery, ornamental plants or similar ornamentations for the purpose of beautification and also as a sound barrier.

Basketball Backboards

2.12 No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards whenever erected shall be approved by Developer.

Utilities and Antennae

2.13 All utilities, including electrical wires and services, shall be underground. No exterior antennae, satellite dishes, or other reception equipment shall be permitted; provided, however, that if cable television service is not available then this restriction shall be waived until six (6) months after the availability of cable service, by which time any exterior reception equipment shall be removed. A satellite dish on the ground may be approved by the Architectural Control Committee if properly landscaped.

Swimming Pools

2.14 No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Country Walk until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Architectural Control Committee.
Landscaping, Tennis Courts

2.15 The Architectural Control Committee shall have the exclusive right to determine the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas be uniform in appearance. No structure or any part thereof shall be erected, placed or maintained on any lot in Country Walk, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No tennis court shall be constructed without the express approval of the Architectural Control Committee.

Grades

2.16 All lots shall have a finish ground grade which complies with the recorded Site Grading Plan.

ARTICLE III

SPECIFIC RESTRICTIONS ON THE USE OF THE PROPERTY

Residential Use Only

3.1 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of Country Walk, nor shall anything be done thereon which may be or become an annoyance or nuisance in Country Walk.

No Wells

3.2 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 as provided herein.

No Temporary Residences

3.3 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 Country Walk. No dwelling erected in Country Walk shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor.

No Storage

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

Animals

3.5 Other than two (2) dogs, two (2) house cats and two (2) birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited.

Rubbish

3.6 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 Architectural Control Committee, or its successors and assigns.

Signs

3.7 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 Architectural Control Committee, or its successors and assigns, and the Architectural Control Committee, 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.

Laundry

3.8 No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yard and only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling. No laundry shall be hung for drying on Sundays, or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch, or in the front of any building.

Mowing

3.9 No yard equipment, including power mowers, power shears and similar equipment, shall be used by anyone on Sundays or holidays from May First to October First on each year prior to ten o'clock A.M.

Maintenance of Sidewalks

3.10 It is the duty of each lot owner at his expense to keep and maintain the sidewalks on his lot in a good and sufficient condition, and to clear said sidewalks of snow, ice, dirt, and any other debris within twenty-four (24) hours after such deposit. The owner shall indemnify and hold the Township, the Developer, the Architectural Control Committee, and the Property Owners Association harmless from any liability to any person for the owner's neglect, failure, or refusal to perform such duty.
Smoke

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

Models

3.12 Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction or sales office(s) and model home(s) on one or more lots in Country Walk.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

4.1 The Architectural Control Committee shall be composed of members, who shall be appointed by the Developer. At such time as the Developer shall have sold and conveyed all of the residential lots in the subdivision to others and residences shall have been erected on all of the residential lots in the subdivision, the right of the Developer to appoint members to the Architectural Control Committee shall terminate and thereafter the Property Owners Association shall have the sole right to appoint members to the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this paragraph to any successor to its interest as Developer of the subdivision; and, (ii) the right and privilege to relinquish to Sylvania Township its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.

ARTICLE V
PROPERTY OWNERS ASSOCIATION

5.1 Upon the completion and occupancy of not less than seventy-five percent (75%) residential dwellings, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called Country Walk, or name similar thereto, and upon the formation of such association, every owner of a residential lot in the subdivision shall automatically become a member thereof, entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

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

5.3 The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the subdivision, and for the health, comfort, safety and general welfare of its residents. The Association shall maintain the boulevard areas within the dedicated roadways at the entrances to the subdivision as shown on the recorded plat.
5.4 Developer, and/or Architectural Control Committee, may, by instrument in writing, assign and vest in the Association all of its rights, privileges and powers herein retained which assignment shall be recorded in the Lucas County, Ohio Recorder's Office.

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

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

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

5.8 Until such time that the Association is formed, the Developer shall maintain the areas set forth in Item 5.3 above.

ARTICLE VI

ASSESSMENTS

6.1 In carrying out its purposes, after the Association is formed, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year. For the first year, and each year thereafter until changed by the Association, the annual assessment shall be $15.00 for each lot.

6.2 Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by a majority of the membership during the calendar year for which the assessment is levied and a notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

6.3 A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. Such lien shall be subordinate to the lien of any real estate mortgage on any residential lot pursuant to any 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.

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

6.5 The owners of lots of adjacent subdivisions such as Country Walk Plat III may become members of the Association provided such adjacent subdivisions have substantially identical covenants and restrictions recorded.
ARTICLE VII

ENFORCEMENT OF RESTRICTIONS

7.1 Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, its successors and assigns, The Association or any person or persons owning any lot in Country Walk may prosecute any proceedings at law, or in equity, against the person or persons violating at attempting to violate any such 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.

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

7.3 All transfers and conveyances of each and every lot in Country Walk shall be made subject to these covenants and restrictions.

7.4 Any notice required to be sent to any owner of a lot in Country Walk 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 member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

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

7.6 Developer and or the Architectural Control Committee 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.

7.7 No owner of any lot in Country Walk 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.

7.8 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.

7.9 Each lot owner, by acceptance of a deed to a lot in Country Walk agrees and consents and shall be deemed to agree and consent that if, in the opinion of Architectural Control Committee the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Country Walk, or of the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, the Architectural Control Committee may in writing waive these restrictions as to such lots so as to permit the erection of such buildings or the making of the proposed improvements.

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7.10 The Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained where the Developer and the Architectural Control Committee in their sole and exclusive discretion determine that such change, modification, alteration or rescission will be beneficial, compatible and esthetically harmonious with the manner of use, improvement and enjoyment of any lot in Country Walk, and consistent with the enjoyment and use of neighboring lots.

7.11 The Developer reserves and is hereby granted the right in ease of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE VIII
GENERAL AND MISCELLANEOUS

Easements

8.1 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 "U.C." , "Easement", "Utility Easement(s)", "Toledo Edison Easement", "Drainage Easement", or with words of similar import, on the plat of Country Walk and along and upon all highways now existing or hereafter established and abutting all the lots in Country Walk. 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 Country Walk 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 Country Walk. The term "structures" as used in the foregoing portion of this paragraph shall include those structures set forth in §8 below but shall not include lot improvements such as driveways and fences; provided, however, that the term "anti-access easement" shall prohibit the erection or maintenance of driveways and/or curb cuts in said area. No owner of any lot in Country Walk shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in Country Walk without the prior written consent of the Developer, its successors and assigns.

Duration of Restrictions

8.2 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 2004, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
Amendments

8.3 The covenants and restrictions may be amended prior to January 1, 2008, upon the written approval of the then owners of not less than two-thirds (2/3) of the lots in Country Walk, 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, 2008, 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 Country Walk upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Definition of "Structure"

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

IN WITNESS WHEREOF, Renwick N. Miller, Developer, has executed this Declaration of Restrictions this 29 day of March, 1988 in Sylvania Township, Lucas County, Ohio.

Witnesses:

[Signatures]

RENWICK N. MILLER, Developer

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 22 day of March, 1988 by Renwick N. Miller, Developer.

RECEIVED & RECORDED

MAR 24 1988 11:30 AM

BILL COPLELAND

RECORDE LUCAS COUNTY, OHIO.