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DECLARATION OF RESTRICTIONS
AS TO
FALLEN TIMBERS FAIRWAYS SUBDIVISION PLAT III

This Declaration, made and entered into by the undersigned, being all of the owners of the subdivision referred to herein, hereinafter called "Owner", this 1st day of December, 1996.

WITNESSETH:
WHEREAS, Owner holds title in fee simple to a certain parcel of land, situated in Monclova Township, Lucas County, Ohio, hereinafter referred to as and further described as follows:

Lots 75 through 106 inclusive, in Fallen Timbers Fairways Plat III, a subdivision in Monclova Township, Lucas County, Ohio, and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded in Volume 120 pages 12, Book of the Record of Plats, Lucas County, Ohio, which plat provides for:

The subdivision of said land into 32 lots numbered consecutively from 75 through 106; the dedication to public use of certain streets and ways therein; and the reservation of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner is the owner of other lands immediately adjacent and contiguous to the property; Owner intends to provide for the development thereof of a subsequent plat or plats as an extension of Fallen Timbers Fairways Plat III; the Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plat(s) which are in all respects similar to the restrictions of Fallen Timbers Fairways Plat III and which will make the land in such subsequent plat(s) more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes.

WHEREAS, Owner may purchase other lands in the vicinity of the property which the Owner may desire to develop as an extension of and in conjunction with the development of the property and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as herein provided; and Owner reserves the right to extend the benefits and the burdens created by this Declaration to any such lands which may hereafter be acquired by Owner and developed in conjunction with the development of Fallen Timbers Fairways Plat III and subsequent plat(s).

WHEREAS, Owner may exercise any of the above mentioned reserved rights by filling consecutively numbered plats of Fallen Timbers Fairways together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration.

WHEREAS, Owner desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Fallen Timbers Fairways Subdivision Plat III certain easements and rights in, over and to Fallen Timbers Fairways Subdivision Plat III and certain restrictions upon the manner of use, improvement, and enjoyment of the aforementioned lots in Fallen Timbers Fairways Plat III and to impose hereby certain restrictions on such lots in said Fallen Timbers Fairways Subdivision Plat III;

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and provide harmonious, artistic, and desirable residential district, Owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Fallen Timbers Fairways hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to wit;

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1.1 The word "restrictions" or "restriction" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges hereinafter set forth.

1.2 The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

1.3 The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.
1.4 The word "lot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which an owner shall have the right to erect a single family residency.

1.5 No purchaser of any lot in the plot shall subdivide the same or convey less than the whole of any lot or plot.

1.6 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereby, no matter how many violations or breaches may occur.

1.7 If, in the opinion of Fallon Timbers Development Corporation, the shape, dimensions, number of structures or type of the lot on which a building, structure, or improvement is to be made, is such that a strict construction of these reservations or restrictions would work a hardship, the Owner, may, in writing, modify these restrictions as to such lots so as to permit the erection of such structures of building or the making of the proposed improvements.

ARTICLE II
USE OF LAND

2.1 Each residence dwelling on a residential lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

ARTICLE III
ARCHITECTURAL CONTROL

3.1 Architectural Control Committee
An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the committee shall be appointed by Owner. Owner shall have full right and authority to remove and replace such members and appoint successors and fill vacancies. A majority of the Architectural Control Committee may designate a representative to act for the committee. Neither the members of the committee, nor its designated representative (if any) shall be entitled to compensation. Upon the death or resignation of a member of the Architectural Control Committee, a new member(s) shall be appointed by Owner until that point when the Homeowners' Association represents seventy-five percent (75%) of the entirety of Fallon Timbers Fairways Subdivision, at which time members shall be elected per the terms and regulations of the Fallon Timbers Homeowners' Association.

3.2 Architectural Control
No building, driveway, overhanging porch, fence, hedge, wall, walk, or other structure, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration thereto be made until the detailed plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such work to be done and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the committee. The Committee will require that such plans and specifications be prepared by a competent architect. The Committee shall have the right to refuse or to approve any such plan or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they have the right to take into consideration the suitability of the proposed building or other structure and of the materials with which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

3.3 Procedure
The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, then the same shall be deemed approved. In requiring submission of the plans as herein set forth, Owner contemplates the development of the property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvements in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential 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 residential lots on the property as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.
3.4 Easements Reserved

Owner, reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the front, rear, and side of each lot, as shown on the Plat of Falcon Timbers Fairways, designated as utility rights of way, for the construction, operation, and maintenance of electric light, electric power, telephone, cablevision and communication lines and conduits, or any other public utility facilities including easement, enforceable for right of way on abutting land in connection with the golf course facilities, together with the necessary incidents and appurtenances; and no building or other structure or any part thereof, shall be erected or maintained upon any part of the property in Falcon Timbers Fairways, over or upon which easements for the installation and maintenance of public utilities, and golf course facilities, will be or have been granted.

3.5 Public Utility Rights

Owner reserves the exclusive right to grant for the construction, operation, and maintenance of electric light, electric power, telephone, cablevision and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public facilities, together with the necessary or proper incidents and appurtenances in, through, and under and/or upon any and all streets and ways, new existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

3.6 Grades and Slopes

The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all residential lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. Notwithstanding anything else contained herein, any structure or residence dwelling built or constructed upon a residential lot shall be erected at an elevation of not less than one (1) foot higher than the 100 year flood elevation of ____________________ shown on flood insurance Rate Map Community Panel Member ____________________ dated __________, 19____. In addition, no alterations to the grades, slopes and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any residential lot.

3.7 Building Type

Only one single residence may be erected on each lot. No building shall be erected, altered, placed or permitted to remain on any lot other than: (a) one single family dwelling house and not to exceed two (2) stories and not more than twenty-eight (28) feet to its highest ridge height and not less than twelve (12) feet to its lowest ridge height, both measurements to be taken from the first floor level, and (b) such other accessory buildings as may be permitted by the Architectural Control Committee. The main roof of all buildings shall be of the gable, hip, or gable-hip type. No exposed exterior surface of any building shall be permitted to consist of cement or cinder block, plywood, pressed wood, aluminum or vinyl siding. Individual design concepts for use of some prohibited materials will be considered on a per case basis. Prohibited materials not to exceed twenty percent (20%) of any exterior wood siding (e.g., vinyl windows, vinyl/aluminum downspouts). Garages are to be a minimum of 2 car storage and are to be attached to the main residential dwelling.

3.8 Building Location

No building shall be located on any lot nearer to the front lot than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line.

3.9 Mailbox

All residence dwellings shall have a rustic wood mailbox approved by the United States Postal Service and the Architectural Control Committee.

3.10 Landscaping

No portion of the described premises nearer to any street than the building setback or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. In addition, all landscaping concepts, designs and desires are to be submitted to the Architectural Control Committee for review and approval. Certain governmental regulations require a minimal amount of landscaping, in addition to harmonious plat landscaping, and will be enforced by the Architectural Control Committee. This is to include, front, back and both side yards complete. All materials including fencing, hedges, bushes, mounding, pools, gardens, decks, etc... are to be approved on a per case basis and should not be considered permissible on every lot.

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3.11 Sight Distance at Intersection

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any lot within the triangular area formed by the street property line and driveway line and a line connecting them at points ten (10) feet from the intersection of the street lines. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.12 Driveway

All driveways are to be hard surface concrete, brick, or interlocking stone, from the road paving to the garage.

3.13 Sidewalks

Upon the earlier of (a) eighteen (18) months following the date of closing on the sale of a residential lot, or (b) the completion of construction of a residence dwelling thereon, each residential lot owner shall install and construct a sidewalk on such residential lot. The sidewalk shall be four (4) inches in depth except at driveways where six (6) inch depth shall be provided, and shall be placed on firmly compacted dirt or stone. If a residential lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 3.13, the Architectural Control Committee or the Owner shall have the right, without notice to the residential lot owner, to enter upon said residential lot and cause a sidewalk to be constructed thereon. In such case, the cost of such construction plus fifteen percent (15%) shall be added to and become a part of the next annual assessment (as hereinafter described) to which such residential lot is subject. It is the duty of the owner of each residential lot, at the expense of each such owner, to keep and maintain the sidewalks located on such owner’s residential lot in a good and clean manner and to clear the above said sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereon, and each such owner shall indemnify and hold Monclova Township harmless from any liability to any person resulting from such owner’s neglect, failure or refusal in performing said duty. The design and location of each individual lot owners sidewalk will be mandated via the Architectural Control Committee as stated in the landscaping masterplan.

3.14 Planting

The Owner has established and prepared a master plan for the planting of trees on each residential lot, generally in the areas between the curb and sidewalk on or along the public rights of way and adjacent to such residential lots. A copy of said master plan is maintained at the offices of the City of Maumee. All trees shall have trunks with a diameter of between one and one half inches (1 1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Each residential lot owner shall plant trees in the quantities and of the types set forth on said master plan, within the earlier of (a) eighteen (18) months following the date of closing on the sale of a residential lot such owner, or (b) the completion of a residence dwelling thereon. If a residential lot owner fails to plant said trees in accordance with this paragraph 3.14 the Architectural Control Committee or the Owner shall have the right, without notice to the residential lot owner to enter upon said residential lot and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be added to and become a part of the next annual assessment to which such residential lot is subject.

3.15 Compatibility

Each structure will be judged upon its compatibility with existing structures. The compatibility with the masterplan concept for the subdivision which will be determined in full by the Architectural Control Committee.

ARTICLE IV
USE RESTRICTIONS

4.1 Residential Use

Each lot in Fallen Timber Fairways is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no tenancy, occupancy, or unreasonable disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to said subdivision.

4.2 Occupancy

No dwelling erected in said Fallen Timber Fairways shall be used as a residence until the exterior and interior thereof has been completed as specified and called for in the detailed plans and specifications thereof. No structure of a temporary character and no trailer, basement, shack, garage, barn or other type of vehicle or outbuilding shall be used on any lot, at any time, as a residence (either temporary or permanent). All approved structures must be completed by owner within one (1) year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt, gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee.

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4.3 Storage of Vehicles

No boat, boat trailer, recreational vehicle or truck of any type shall be parked, kept or stored on any lot in Fallen Timbers Fairways subdivision; provided that a boat, boat trailer, recreational vehicle or truck may be stored in the garage or other accessory building which has been erected with the consent and approval of the Architectural Control Committee. This restriction shall not prohibit the parking in the driveway of a lot a truck or van not larger than three quarters (3/4) capacity, used by the owner of such lot or a member of his household, primarily as a means of transportation. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Fallen Timbers Fairways, except with the approval of the Architectural Control Committee. Approval of aforementioned outbuildings or accessory buildings will be considered on a case by case basis with consideration to compatibility, adjoining property, sight lines, and possible golf course sight obstructions.

4.4 Off-Road Vehicles

No off-road vehicles of any type will be permitted in the area of the residential subdivision and on the golf course facilities. This is to include all-terrain vehicles, dirt bikes, A.T.V.'s, dune buggies, etc. This provision is not only for the well being and maintenance of the golfing facility, but the safety of those persons with whom knowledge of potential obstructions is not known. This provision will be strictly enforced.

4.5 Business and Signs

No spiritsuous, vinous or fermented liquor or any kind shall be manufactured or sold, either whole sale or retail, upon said premises. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, oil or water shall, at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the quiet of adjoining land holders. No advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Architectural Control Committee first having been obtained. The sign is reserved by the Owner to erect advertising signs and displays at entrances of subdivision until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period. All signs must first be approved by the Architectural Control Committee. The Committee will dictate size and placement of all signs, regardless.

4.6 Pets

Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species of herd or livestock shall be kept upon or maintained, nor shall any commercial dog kennel be kept upon or maintained on any part of any lots or tract.

4.7 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping place for rubbish or grass clippings. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in enclosed containers, or stored and maintained in containers entirely within the garage, underground or basement. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.8 Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of the premises. All lot owners in Fallen Timbers Fairways are responsible for the proper care and maintenance of their respective yards including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from sidewalks. No trash burners or other device expelling gas or smoke shall be allowed, except for properly constructed and maintained chimney flues.

4.9 Propane Tanks

Any tanks for the storage of propane gas shall be located at least ten (10) feet from any lot line and ten (10) feet from any residential dwelling and shall comply with all applicable governmental rules and regulations pertaining thereto.

4.10 Swimming Pools

All swimming pools deeper than thirty inches (30") shall be fenced with a fence of four foot (4") minimum height and shall be kept locked when not in use. Pools must be approved and only in-ground pools will be permissible. Size, dimension and location of proposed pools will be enforced by the Architectural Control Committee in cases where pools are deemed non-obstructive and permissible.
4.11 Water Supply

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Architectural Control Committee, who will observe the laws of the local government authority. Approval of such system as installed shall be obtained from such authority.

4.12 Sewage Disposal

All lot purchasers are required to tap into the sewage disposal system, and pay to Lucas County, The Village of Whitehouse and the Homeowners Association all tap and assessment charges as is customary for such hook-up and usage.

4.13 Golf Course Usage

No lot owner, or other person(s) shall enter or use the golf course without first registering in the Pro Shop.

ARTICLE V

HOMEOWNER’S ASSOCIATION

5.1 There is hereby created by the Owner, who owns all of the residential lots at the present time, the community of Fallen Timbers Fairways Homeowners Association (the “Association”). The members of the Association shall be the owners, from time to time, of all of the residential lots at the Property. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots on the Property.

5.2 The Association shall have the following powers and rights:

(a) Subject to the provisions of this Declaration, to adopt the Rules and Regulations referred to in paragraph 7.2, as well as other rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance and upkeep of (i) the Common Areas (as hereinafter defined), and (ii) any easement areas created or reserved in this Declaration or on the recorded plat of Fallen Timbers Fairways Plat III or any subsequent plat(s) of Fallen Timbers Fairways, and (iii) the Pond(s), and any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s) of way at the Property.

(b) To appoint the members of the Architectural Control Committee, in accordance with paragraph 3.1 hereof.

(c) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, in any rules and regulations which the Association may promulgate pursuant hereto, or in any subsequent declaration(s) of Fallen Timbers Fairways.

(d) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Fallen Timbers Fairways Plat III.

(e) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.

(f) To collect and disperse funds and assessments as provided in paragraph 6.1 hereof, and as may be provided in any subsequent declaration(s) of Fallen Timbers Fairways.

(g) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

(h) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon.

(i) To place, maintain, repair, manage, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the residential lot owners and located within the boulevard islands, if any, the cul de sac islands, if any, or any other portions of the public right(s) of way at the Property.
(g) To place, maintain, repair, manage, issue, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the residential lot owners and located within the public rights of way at the Property.

(h) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph.

(i) To collect and dispose of funds and assessments related to, and to manage, maintain and clean or enter into contracts with third parties for the management, maintenance and cleaning of all Common Areas as defined in paragraph 7.1.

(j) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent declaration(s) of Fallen Timbers Fairways.

5.3 To pay all real estate, personal property and other taxes levied against the Association or any Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the Items set forth in this paragraph.

5.4 Each member of the Association other than the Owner, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member owns. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look into the authority of the member casting the vote. Notwithstanding the above, so long as the Owner holds title to any residential lot(s) in Fallen Timbers Fairways as above described, the Owner shall be entitled to four (4) votes for each residential lot owned by it.

5.5 Fallen Timbers Fairways Golf Course will be made available on an annual basis a limited number of golf course memberships to owners of lots in Fallen Timbers Subdivision. The yearly fees and numbers will be established in January of each year.

ARTICLE VI
ASSESSMENTS OF OWNERS

6.1 Each and every residential lot and residential lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The initial annual assessment shall be equal to $160.00, and such amount may be reasonably adjusted from year to year in the discretion of the Association.

6.2 The annual assessments of residential lot owners shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots owned by the Owner upon which no construction has commenced shall be 50% of the amount of the annual assessment for all other residential lots. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. Further, Owner does not guarantee or make any representations regarding the sufficiency of such assessments for the purpose set forth herein.

6.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article V and Article VI. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties; provided, however, that the Association shall not expend an amount greater than $15,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association. Upon demand of any residential lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and if not, the total amount of any unpaid assessment. Any such certificate stating that all assessments have been paid shall be conclusive of such payment.
6.4 The Association shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and each such assessment shall also be an personal obligation of the owner or owners of each residential lot at the time when the assessment becomes due. The lien of the annual assessment shall arise against each residential lot on the first day of the year which it is due and shall be preserved between the owners of lots of residential lots in accordance with the proportion which the area of each part of a residential lot to which each owner holds record title bears to the total area of the residential lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment when due the lien for unpaid charges may be recorded by filing in the office of the Recorder of Lucas County, Ohio a “Notice of Lien” in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Fallen Timbers Fairways Homeowner’s Association claims a lien for unpaid annual assessments for the years _____________ in the amount of $ _____________ against the following described premises:

(Insert Legal Description)

FALLEN TIMBERS FAIRWAYS
HOMEOWNER’S ASSOCIATION

By

STATE OF OHIO

) ss.

LUCAS COUNTY

The foregoing instrument was acknowledged before me this ______ day of ______ , 19____ by ______________________,

the ______________________ of FALLEN TIMBERS FAIRWAYS HOMEOWNER’S ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

6.5 In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each residential lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner’s residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any residential lot shall not affect the assessment lien, or relieve the residential lot from liability for any assessments or from the lien thereof; provided, however, that the sale or conveyance of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or conveyance.

ARTICLE VII
EASEMENTS

7.1 The Owner reserves to itself and to its successors and assigns, the exclusive right to grant covenants, easements and rights of way for the construction, operation, maintenance, repair and replacement of electric light, electric transmission, natural gas transmission, cable television, telephone and telephone poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated with the words “Easement”, “Utility Easement”, “Drainage Easement”, “Fence Maintenance, Landscaping and Anti-Vehicular Access Easement” and “Common Area”, or with words of similar import, on Fallen Timbers Fairways Plat III, and along and upon all highways and rights of way now existing or hereafter established and affecting all the lots in Fallen Timbers Fairways Plat III. The Owner also reserves to itself and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots from time to time to install, maintain, repair, replace and remove such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on Fallen Timbers Fairways Plat III as “Easement”, “Utility Easement”, “Drainage Easement”, “Sanitary Easement”, “Fence Maintenance, Landscaping and Anti-Vehicular Access Easement” and “Common Area” or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.
7.2 No owner of any residential lot in Fallen Timbers Fairways Plat III shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots in Fallen Timbers Fairways Plat III without the prior written consent of the Owner, its successors and assigns.

7.3 The Owner reserves to itself, and to its successors and assigns, the exclusive right to extend any of the public rights-of-way in Fallen Timbers Fairways Plat III to any Adjacent Property that may be made the subsequent plot or plots as an extension of Fallen Timbers Fairways Plat III or to any other adjoining property owned by the Owner.

ARTICLE VIII
GENERAL PROVISIONS

8.1 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout the Property, although contained within the public right-of-way, are intended to be treated as if such boulevard islands and cul-de-sac islands shall contain landscaping and/or signage which shall be maintained and replaced, from time to time, by the Association.

8.2 The Owner has constructed or intends to construct pond(s) on the Property (the "Pond(s)"). The Owners of residential lots shall not have any right to use the Pond(s) for recreational purposes and such use shall be strictly prohibited, unless otherwise provided by the Association. Any necessary maintenance of the Pond(s) shall be the responsibility of the Association. No power boats, motor boats, electric motors, gasoline powered motors or other motors of any kind shall be permitted on the Pond(s). Reasonable rules and regulations governing the use of the Pond(s) may be promulgated from time to time by the Owner, its successors, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners.

8.3 No owner of any residential lot shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such owner's residential lot into the Pond(s), into any of the Drainage Easement areas shown on Fallen Timbers Fairways Plat III, or into any other pond, lake or body of water on the Property, the Adjacent Property or any other adjoining property, whether before, during or after the construction of any structure or residence dwelling on such residential lot. In addition, under no circumstance shall the owner of any residential lot have the right to diminish, control or affect the level, volume, or amount of water in the Pond(s) by means of irrigation or otherwise.

8.4 The Owner, its successors and assigns, shall have the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose.

8.5 Notwithstanding the provisions of paragraph 5.2 and any designation of Common Areas on Fallen Timbers Fairways Plat III or any plat of the Adjacent Property, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots at the Property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and By-laws of the Association.

8.6 In connection with the development and platting of Fallen Timbers Fairways Plat III, the Owner has granted or will grant certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on Fallen Timbers Fairways Plat III as "Drainage" and "Drainage Easement" or with words of similar import, included in the areas subject to these drainage easements are the Pond(s) and any other bodies of water located on the Property and/or on the Adjacent Property, and the associated storm outlets and overflow lines, lake level control lines, storm sewer outflow line outside the roadway rights-of-way, and storm water discharges from the storm drainage system (collectively, the "Drainage Facilities"). The Drainage Facilities comprise part of the drainage system for the entire Fallen Timbers Fairways Plat III. The Drainage Facilities shall be kept clear and free of debris and otherwise maintained (as determined by the Lucas County Engineer, or otherwise) by the Association, from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determine that the Association is not properly maintaining the Drainage Facilities, in which case the amount and method of assessment shall be determined by the Lucas County Engineer, in such event, no party other than the residential lot owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.
ARTICLE IX

DURATION OF RESTRICTIONS: AMENDMENTS

9.1 This Declaration shall run with the land and shall be binding upon the Owner and all persons claiming under or through the Owner until December 31, 2013, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

9.2 This Declaration may be amended prior to December 31, 2013 with the written approval of the then owners of not less than 60% of the residential lots, 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 residential lot owners with the formalities required by law. This Declaration may be terminated as of December 31, 2013 and may be amended or terminated thereafter with the written approval of the owners of not less than 50% of the residential lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE X

ENFORCEMENT OR RESTRICTIONS: OTHER MATTERS

10.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, agreement or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

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

10.3 All transfers and conveyances of each and every lot in Fallen Timbers Fairways Plat III shall be made subject to this Declaration.

10.4 Any notice required to be sent to any owner of a residential lot in Fallen Timbers Fairways Plat III or to the Owner or to the Architectural Control Committee or to the Association 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 the Owner or to any member of the Architectural Control Committee or the Association as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee or on the records of the Association.

10.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

10.6 The Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

10.7 No owner or any residential lot shall subdivide the same or convey less than the whole of any residential lot without first obtaining the written consent of the Owner, its successors and assigns, or the Association.

10.8 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.

10.9 Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owner, it successors and assigns, the shape of, dimensions or topography of the residential lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on Fallen Timbers Fairways Plat III, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such residential lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.
10.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of residential lots, or which would cause this Declaration to cause being beneficial to the owners of such residential lots, the Owner, its successors and assigns, after receiving the written approval of the owners of not less than 80% of the residential lots, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected residential lot owner. The provisions of this paragraph 10.10 shall not be construed as a limitation upon the right of the Owner to modify the provisions of this Declaration as provided in paragraph 10.9 nor shall it limit the provisions of Article VII hereof.

10.11 By acceptance and recording of a deed to a residential lot in Fallen Timbers Fairways Plot III, each residential lot owner shall be deemed to have acknowledged and agreed that there are no representation, express or implied, by the Owner or the Association with respect to the merchantability, fitness or suitability of the Property for the construction of residences, with respect to any improvements on the Common Areas (whether or not constructed by the Owner), or otherwise with respect to Fallen Timbers Fairways Plot III other than as expressly stated in writing (a) by the Owner to the residential lot owner, (b) in this Declaration; or (c) in the Articles of incorporation of Code of Restrictions if any of the Association and each residential lot owner, by the acceptance and recording of a deed to a residential lot, hereby releases the Owner from any liability with respect thereto. Furthermore, the Owner is under no obligation or duty to inspect, maintain or otherwise care for property designated as Common Area, any equipment erected or maintained thereon nor any easement over any Common Area, and the owners of residential lots hereby releases and indemnifies the Owner, to the fullest extent permitted by law, of and from any and all losses sustained, whether arising in tort or otherwise, on the Common Areas. In addition, the trustees, officers, employees and agents of the Association are hereby released and indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including actions taken under this Declaration.

10.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

IN WITNESS WHEREOF, Fallen Timbers Development Corporation, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 11th day of December, 1996.

Signed and Acknowledged
in the presence of:

[Signature]

FALLEN TIMBERS DEVELOPMENT CORPORATION,

By

[Signature]

its

By

[Signature]

its

FALLEN TIMBERS DEVELOPMENT CORPORATION,

49 CONN. ST.

State of Ohio

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 11th day of December, 1996 by

[Signature]

the President, and by [Signature], the Secretary, of the Fallen Timbers Development Corporation, an Ohio corporation, on behalf of the corporation.

RECEIVED & RECORDED
DECEMBER 12, 1996

SUE RIOUX
RECORD, LUCAS COUNTY, OHIO

96 3145B11
CORRECTION OF DECLARATION OF RESTRICTIONS
AS TO
FALLEN TIMBERS FAIRWAYS SUBDIVISION
PLAT(S) ONE, TWO, AND THREE

THIS CORRECTION OF THE DECLARATION OF RESTRICTIONS,
made and entered into by Fallen Timbers Development
Corporation, an Ohio closely-held Corporation, hereinafter
called "Owner", this 18th day of November,
1998.

WITNESSETH:

WHEREAS, Owner filed Declaration of Restrictions as to
Fallen Timbers Fairways Subdivision Plats One, Two, Three
and Four in Record Number 98-2312B01 Lucas County Recorder;

WHEREAS, Owner erroneously included Plats One, Two, and
Three in said Declaration of Restrictions, and further
erroneously referenced ownership of Lots 1 through 144 when,
in fact, Owner intended to reference only Plat IV (Four) and
only Lots 107 through 144;

NOW, THEREFORE, in consideration of these premises,
Owner hereby declares that any reference in Deed and
Building Restrictions Record Number 98-2312B01 as to Plats
One, Two, and/or Three, Lots 1 through 106, is hereby
stricken.

IN WITNESS WHEREOF, Fallen Timbers Development
Corporation, acting by and through its duly authorized
representatives, has caused this Correction of Declaration
of Rights and Restrictions as to Fallen Timbers Fairways
Subdivision Plat(s) One, Two, and Three "to be executed on
its behalf this 18th day of November, 1998.

Signed and acknowledged in the presence of:

Jennifer C. Koby
By: Gary F. Kuns, Jr.
President

Paul S. Newman
By: Gary F. Kuns
Its: Secretary-Treasurer
STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 18th day of November, 1998 by Gary F. Kuns, Jr., President, and Gary F. Kuns, Secretary-Treasurer, of Fallen Timbers Development Corporation, an Ohio Corporation, on behalf of the Corporation.

[Signature]
Notary Public

[Signature]
Notary Public - State of Ohio

RECEIVED & RECORDED
NOV 25 1998 10:50 AM
SUE RIoux
Recorder, Lucas County, Ohio

98 4726 D10