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DECLARATION OF RESTRICTIONS
AS TO
FALLEN TIMBERS FAIRWAYS SUBDIVISION PLAT FIVE.

This Declaration, made and entered into by Fallen Timbers Development Company, an Ohio closely held corporation, hereafter called "Owner", this 20th day of April, 1933.

WITNESSETH:
WHEREAS, Owner holds title in fee simple to a certain parcel of land, situated in Monroe Township, Lucas County, Ohio, hereafter referred to as "Fallen Timbers Development Company" and described as follows:

Lot No. 166 one hundred forty-five through 149 (one hundred forty-nine) inclusive, in Fallen Timbers Fairways Plat Five, a subdivision in Monroe Township, Lucas County, Ohio, and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded in volume 184 pages 050 of the Record of Plat, Lucas County, Ohio, which plat provides for:

The subdivision of said land into 5 lots numbered consecutively from 145 through 149; 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 therein of a subsequent plat or plats as an extension of Fallen Timbers Fairways Plat V. The Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plats (which are in all respects similar to the restriction of Fallen Timbers Fairways Plat Five, and which will make the land in such subsequent plats 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 establish, for its own benefit and for the benefit of all future owners and covenants of all or any part of Fallen Timbers Fairways Subdivision Plat V certain easements and rights in, over and to Fallen Timbers Fairways Subdivision Plat V and certain restrictions upon the manner of use, improvement, and enjoyment of the aforesaid lots in Fallen Timbers Fairways Subdivision Plat V, and to impose hereby certain restrictions on such lots in said Fallen Timbers Fairways Subdivision Plat Five:

NOW THEREFORE, in consideration of the same premises and in consideration of the agreement by the aforesaid parties to the execution of the same, the Owner desires to establish, for its own benefit and for the benefit of all future owners and covenants of all or any part of Fallen Timbers Fairways Subdivision Plat V certain easements and rights in, over and to Fallen Timbers Fairways Subdivision Plat V and certain restrictions upon the manner of use, improvement, and enjoyment of the aforesaid lots in Fallen Timbers Fairways Subdivision Plat V and to impose hereby certain restrictions on such lots in said Fallen Timbers Fairways Subdivision Plat Five;

NOW THEREFORE, in consideration of the above premises and in consideration of the aforesaid parties' agreement to the execution of the above described land and to afford protection in the use and enjoyment thereof, for the purposes for which the same are designated and provide harmonious, artistic, and desirable residence 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 covenants hereinafter set forth.

1.2 The word "building" as used in the 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 the Declaration of Restrictions is intended to mean a building 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 piece or parcel of land on which an owner shall have the right to erect a single family residence.

1.5 No purchaser of any lot in the plat shall subdivide the same or convey less than the whole of any lot or plot.
1.6 No restrictions imposed herein shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

1.7 II. In the opinion of Fallen Timbers Development Company, the shape, dimensions, number of structures or typology 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 not be hardship; the Owner, may, in writing, modify these restrictions so as to permit the erection of such structures of building or the making of the proposed improvements.

ARTICLES 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 members. 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 "Code").

2.2 No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence dwelling with the square footage, style, placement, color scheme, etc., including patios, decks and garages meeting approval from the Architectural Control Committee, as described in Section 2.1. In addition, each dwelling shall include a private garage of no less than two (2) nor more than three (3) car capacity which shall be attached to the residence dwelling.

2.3 Subject to Section 10.7 hereof, nothing contained in this declaration shall prevent the use of a parcel of land composed of more than one residential lot for one (1) single family residential dwelling.

2.4 No portion of any residential lot or structure shall be used or permitted to be used for any business whatsoever and no nuisance, offence or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done therein which may or become an annoyance or nuisance or which may endanger the health, welfare or convenience of the residents of the residential lots in the subdivision.

2.5 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 such premises; nor shall the premises be used in any way for any purpose which may endanger the health or生活的 comfort of adjoining land holders.

2.6 No trash, garbage, sun, shade, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, on the Property. No manufactured home or prefabricated structure of any kind shall be erected or placed on any residential lot, unless first approved as provided under Article III hereof. No residence dwelling shall be used or occupied as a residence unless the interior and exterior thereof has been approved in accordance with the plans approved therefor as provided under Article III hereof.

2.7 No truck, boat, bus, tent, mobile home, trailer, car, camper or other similar vehicle or housing device shall be stored at any time on a residential lot unless housed within a garage building. Most mount antennas and all other types of antennas are expressly prohibited on all residential lots.

2.8 No residential lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of residential lots, travel trailers, scrap lots, water, paper, glass, or any restoration products or materials, provided, however, that during the period a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored therein so long as the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. All structures must be completed by a residential lot owner within one (1) year after the date of the beginning of the construction thereof, nor, due to rain, snow, frost, or other than that residential lot construction of approved structures, shall be removed from any residential lot without the prior written approval of the Architectural Control Committee.

2.9 Any lot at the Property shall be maintained within the residence dwellings. Dogs and cats shall be permitted outside residential dwellings only if so desired.

2.10 All habits, garbage and other contaminable and noxious substances on residential lots shall be stored in underground containers in a container located inside the garage or basement, if so approved as provided under Article III hereof, in outside containers. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and refuse may from time to time be established by the Owner, its successors and assigns, or the Association for permanent removal.

2.11 No sign of any character other than signs of height not more than six (6) square feet in the aggregate on all sides advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any residential lot, without the prior written permission of the Owner, its successors and assigns, or the Association; and the Owner, its successors and assigns, or the Association, shall have the right to discontinue to prohibit, restrict and control the size, construction, material, wording, location and weight of all such signs.
2.12 All electric and telephone facilities and services at Fallen Timbers Fairways Plat V shall be underground with the exception of the aforementioned services, if any, existing on the date hereof, and for any new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the public right-of-way accessing the Property, provided that said new or replacement poles, facilities or services shall be located within the 10-foot strip of land at the exterior of such portions of the Property.

2.13 No structure or any part thereof shall be erected, placed or maintained on any residential lot nearer to the street or the street line or line of any building line, building setback line or building area as shown on Fallen Timbers Fairways Plat V, except for a fence, hedge, wall or other enclosure which shall have been approved as provided under Article III hereof. Further, no structure or any part thereof shall be erected, placed or maintained on any residential lot nearer to the front, side or rear lot line therein permitted by the Rules.

2.14 No portion of any residential lot nearest to any street line than the building line (or building setback line) or building area as shown on Fallen Timbers Fairways Plat V shall be used for any purpose other than that for which it is legally permitted or for the purposes of landscaping said residential lot.

2.15 No unlighted or unlighted or any object or any light shall be permitted to grow or remain on any part of a residential lot. The paragraphs 2.16 shall be construed to prohibit the planting or maintaining of farm crops or grains on residential lots.

2.16 No trash burner, outdoor fireplace or other outdoor device expelling gas or smoke shall be placed on any residential lot.

2.17 Notwithstanding any other provision of this Declaration, the owners and other representatives approved by the Owner shall be permitted to construct and use construction as sales offices and model homes on one or more lots on the Property.

2.18 No satellite dishes or similar receiving or transmitting devices shall be permitted on any residential lot unless approved as provided in Article III hereof.

2.19 No firearms of any type shall be discharged on the property or on any lot on the property, or any contiguous land now owned or in the future by the Owner, its successors and assigns.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 Architectural Control Committee

An Architectural Control Committee consisting of five (5) 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, the member or members of the Architectural Control Committee, not in full or in part, shall be appointed by the Owner at that point when the Owners' Association represents seventy-five percent (75%) of the entirety of Fallen Timbers Fairways Subdivision, at which time members shall be elected for five years and regulations of the Fallen Timbers Homeowners' Association.

3.2 Architectural Control

No building, structure, swimming pool, fence, hedge, wall, or any other structure, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until the detailed plans and specifications, showing the nature, kind, shape, height, materials, floor plan, color scheme, location and the grading plan of the lot to be built upon 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 each plan and specifications be prepared by a competent architect. The Committee shall have the right to refuse or to approve any such plan or specifications of grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. The Committee shall have the right to approve or reject new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the public right-of-way accessing the Property, provided that said new or replacement poles, facilities or services shall be located within the 10-foot strip of land at the exterior of such portions of the Property.

3.3 Procedure

The Committee's approval or disapprove as required in these covenants shall be in writing. In the event the Committee or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, then 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. By approving or withholding its approval of any plans as 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 over those portions of the land shown on all Plats of Subdivision, designated as utility right-of-way, for the construction, operation, and maintenance of electric light, electric power, telephone, electric power, telephone, or any other public utility lines, including or any other public utility facilities, together with the necessary easements and appurtenances thereto, under and over any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or heretofore exist or be.

3.5 Public Utility Rights

Owner reserves the exclusive right to grant easements for the construction, operation, and maintenance of electric light, electric power, telephone, or any other public utility facilities, together with the necessary easements and appurtenances thereto, upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or heretofore exist or be.

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 (whether 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. In addition, no elevations 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

No building shall be erected, altered, placed or permitted to remain on any lot other lot one single family dwelling house and not to exceed two (2) stories and not more than twenty-five (25) feet in its highest ridge height and not less than twelve (12) feet to its lowest ridge height, both measurements to be taken from the rear, front and side of each lot, as shown on the Plans submitted to and approved by the Architectural Control Committee. The main roof of all buildings shall be of the gable, hip, or prismatic type. No exposed exterior surface of any building shall be permitted to consist of cement or nder block, brick, stone, or shingles of any kind. All such materials shall be covered with a weatherproof material not to exceed twenty percent (20%) any exterior structure; for vinyl siding, vinyl/aluminum downspouts. Garages are to be a minimum of two (2) car storage and are to be attached to the main residence or building.

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 the (12) feet to an interior lot line.

3.9 Mailboxes

All residences shall have a single wooden 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, thereon provided, the planting of trees or shrubbery, and the growth of flowers or ornamental plants for the purpose of beautification said premises, but no unattractive objects shall be allowed, placed or suffered to remain thereon. In addition, all landscaping concepts, designs and services 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 plant landscaping, and will be enforced by the Architectural Control Committee. These to include, front, back and both side yards, and all materials including fences, hedges, bushes, mounding, pools, garden, patios, decks, etc., are to be approved on a case basis and should not be considered permanent on any lot.

3.11 Sight Distance at Intersection

No street, walk, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (5) 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. Driveways
All driveways are to be hand surface concrete, brick, or landscaping stone, from the road paving to the garage.

3.13. Sidewalks
Upon the earlier of one (1) month following the date of closing on the sale of a residential lot, or the completion of construction of a residence dwelling, each residential lot owner shall install and construct a sidewalk on each residential lot. The sidewalk shall be fair (6) inches in depth except driveways where a six (6) inch depth shall be provided, and shall be placed on firmly compacted lot 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 and construct said sidewalk and direct such work in such manner as to complete the sidewalk in a good and proper manner and to cause the observer sidewalks of stone, brick, and any other durable within twenty-four (24) hours after deposit thereof, and such owner shall indemnify and hold Waterville/Timberlake/Avondale 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 owner’s sidewalk will be mandated via the Architectural Control Committee as entered in the landscaping master plan.

The Owner has established and prepared a master plan for the planning of streets on each residential lot generally in the areas between the curb and sidewalk on or along the public right-of-way and adjacent to such residential lots. A copy of said master plan is maintained at the office of the City of Breslau. All trees shall have trunks with a diameter of between one and one-half inches (1½") and two inches (2") at twelve inches (12") above grade, and shall have been balled and banded trees. Each residential lot owner shall plant trees in the quiescent and of the types set forth in said master plan, within the earlier of one (1) month following the sale of a residential lot, every such tree, or the completing of a residence dwelling thereon, if a residential lot owner fails to plant said trees in accordance with this paragraph. 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 owner of each such tree planting plus fifteen percent (15%) shall be added to and become a part of the next annual assessment in which such residential lot is subject.

3.15. Compatibility
Each structure will be judged upon its compatibility with existing structures, the compatibility with master plan 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 Breslau 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 structure or equipment of a temporary character and no trailer, basement, shed, 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 purchaser within one (1) years 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 therein, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No tool, dirt or gravel, other than incidental to construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee.

4.2. Structure of Vehicles
No truck, tank, tank trailer, recreational vehicle or truck of any type shall be parked, kept or stored on any lot in Breslau Fairways. Subdivisions provided that a boat, boat trailer, recreational vehicle or truck may be stored in the garage of 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 said such or van and larger than three-quarter (3/4) ton capacity, owned by the owner of such lot or a member of his household, primarily as a means of transportation. No trailer, tank, tank trailer, recreational vehicle or truck of any type will be permitted in Breslau 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.

4.6 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. These include snowmobiles, dirt bikes, A.T.V.'s, dune buggies, etc. This provision is not only for the well being and maintenance of the golf facilities, but for the safety of those persons with whom knowledge of potential obstructions is not known. This provision will be strictly enforced.

4.7 Signs and Signage

No sign, signboard, or sign or any kind shall be placed, erected, or used upon any said premises. No industry, business, or trade, occupation or profession of any kind shall be conducted, maintained, or permitted upon said premises. No sign or signboard shall, at any time, whether intended for temporary or permanent purpose, be erected, placed, or used or allowed to remain upon such premises; nor shall any premises be used in any way for any purpose which may endanger the health or unreasonably disturb the peace of adjacent 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 used or allowed to remain upon, upon, or about or visible from the said premises without the written consent of the Architectural Control Committee having been obtained. The rights 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 therein. 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.

4.8 Pets

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

4.9 Garbage and Rubbish Disposal

No garbage or rubbish shall be left upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. No weeds, underbrush, or other unkept growths or objects of any kind shall be placed, erected, or allowed to remain upon any part of the premises. All lot owners in Falcon Terrace Subdivision are responsible for the 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 baskets or other device exposing gas or smoke shall be allowed, except for properly constructed and maintained chimney flues.

4.10 Septic Tanks

Any tanks for the storage of proper 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.

4.11 Swimming Pools

All swimming pools deeper than three inches (30") shall be fenced with a fence of four feet (4') minimum height and shall be locked when not in use. Fences must be approved and only in-ground pools will be permissible. Size, dimension, and location of proposed pools will be approved by the Architectural Control Committee in areas where pools are deemed non-obstructive and permissible.

4.12 Water Supply

All lot purchases 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 are customary for such hook-up and usage.

4.13 Golf Course Usage

No lot owner, or other person on or off the golf course without first registering in the Pro Shop.
ARTICLE V

HOMEWONER’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 Fallston Terraces Homeowner’s Association (the “Association”). The members of the Association shall be the
owners, from time to time, of all 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, all of whom shall have all the rights and duties hereunder to an Ohio non-profit corporation which
shall thereafter act and function as the Association, and whose membership shall consist of 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 all other rules and regulations of general application governing the use, maintenance and
cleaning, repairing, replacing and improving the common areas and appurtenances and the common
areas maintained by the Association and located in or on the Common Areas as hereinafter defined,
and all any assessment areas created or assessed in the Declaration of on the recorded plat of Fallston
Terraces Fairways Plat Five or any subsequent plats of Fallston Terraces Fairways, and all the Common
Areas and any and all improvements, buildings, equipment and appurtenances maintained by the Association
and located in or on the Common Areas or within the public rights-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 atmosphere, value and character of the residential lots through
enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, any rules
and regulations when the Association may promulgate hereafter hereof, or in any subsequent
declaration(s) of Fallston Terraces 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 Fallston Terraces Fairways Plat V.

(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 assess and impose all funds and expenses as provided in paragraph 6.1 hereof, and as may be
provided in any subsequent declaration(s) of Fallston Terraces Fairways.

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

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

(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 curbsides, if any, or any other portions of the public right-of-way.

(j) To place, maintain, repair, manage, improve, clean and replace the bikeways and sidewalks, if any,
intended for the common use and enjoyment of the residential lot owners and located within the public
right-of-way at the Property.

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

(l) To execute and deliver all deeds and agreements related to, and to maintain, manage and clean all or
some of the Common Areas and all improvements and equipment located thereon.

(m) To carry out all other purposes for which it is organized to exercise all rights which it may be granted
or reserved under this Declaration; to perform all duties which it may be required or necessitated by
this Declaration; and to enforce all provisions herein and in any subsequent declaration(s) of Fallston Terraces Fairways.

6.3 To pay all real estate, personal property and other taxes levied against the Association or any of the
Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to
enforce the provisions of Sections 4.1 and 4.2 of Articles IV of the Declaration.

5.4 Each member of the Association other than the Owner, its nominees 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 their
votes shall be counted as one (1) vote. 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 any owner or
owners of any residential lot, the Association shall not be bound 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 in Fallston Terraces Fairways Plat V or in
any subsequent plat of Fallston Terraces Fairways referred to above, the Owner shall be entitled to four (4) votes for each
residential lot owned by it.
Any vote needing the vote of the entire Association shall be forwarded to each member of the same not less than 15 (fifteen) days prior to the scheduled vote. Said notice must include the time of the vote, the location of the vote and a written statement explaining the vote. The notice shall be sent via regular U.S. mail.

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

ARTICLE VI
ASSSESSMENTS 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 $120.00, 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 such 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 representation regarding the sufficiency of such assessments for the purpose set forth herein.

6.3 The above stated annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conduct, carrying out, enforcing and performing the powers, rights and duties 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 solicited, 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 $5,000.00 in calendar year for any one of the purposes permitted herein 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 assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

6.5 The Association shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and each such assessment shall be the 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 within which such lien shall be created between the owner of parts or residential lots in accordance with the proportion which the area or each part of a residential lot is 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 within sixty (60) days of its due date, the lien for said charge 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 Homeowners’ Association claims a lien for unpaid annual assessments for the years _______ in the amount of ________________ against the following described premises:

[Insert Legal Description]

STATE OF OHIO

LUCAS COUNTY

The foregoing instrument was acknowledged before me this ___ day of ___ by ______________, the ____________________ of FALLEN TIMBERS FAIRWAYS HOMEOWNERS’ ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

__________________________
Notary Public

6.7 In the event any of said annual assessments are not paid when due, the Association may, when and as often as such defaults occur, proceed by process of law to collect the amount then due by foreclosure of said 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 excuse 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 release the residential lot from liability for any assessments or from (be like itself, 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 on or to payments which become due prior to such sale or conveyance.

ARTICLE VI
EASEMENTS

7.1 The Owner reserves to itself and to its successors and assigns, the exclusive right to grant easements, or 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 drainage and sanitary sewers lines, sewers, and 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 V, and along and upon all highways and rights-of-way existing or hereafter established and abutting all the lots in Fallen Timbers Fairways Plat V. 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 easement or any part thereof shall be erected or maintained over or upon any part of the areas designated as Fallen Timbers Fairways Plat V as “Easement”, “Utility Easement”, “Drainage 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 V shall have the right to reserve or grant any easements or rights of way upon or over any part of the residential lots in Fallen Timbers Fairways Plat V 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 V to any appurtenant property that may be made the subsequent part or parts as an extension of Fallen Timbers Fairways Plat V, or to any other adjoining property owned by the Owner.

ARTICLE VIII
GENERAL PROVISIONS

8.1 The boulevard islands, if any, and cut-in-use islands, if any, located throughout the Property, although contained within the public rights-of-way, are intended to be treated and such boulevards, islands and cut-in-use islands shall contain landscaping and/or streetscape which shall be maintained and replaced from time to time by the Association.

8.2 The Owner has constructed or intends to construct ponds on the Property (the “Pond(s)”). The Owner of the residential lots shall not have any right to enter the Pond(s) or recreational use of the Pond(s) 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 boats, motor boats, electric motors, gasoline-powered motor 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 assigns, 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 emission of soot, dust, 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 V, 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 of 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 water 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 conveyance of a fee simple deed for such purpose.

8.5 Notwithstanding the provisions of paragraph 8.2 and any designation of Common Area in Fallen Timbers Fairways Plat V or any plan 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 Area unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of residential lots in 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 and Regulations, if any, of the Association.
8.6 In connection with the development and planning of Fallen Timbers Fairways Plat V, the Owner has granted to all grant drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on Fallen Timbers Fairways Plat V as "Drainage" and "Drainage Easement" or with words of similar import. Included in the areas subject to these drainage easements are the Pond, and any other bodies of water located on the Property and on the Adjacent Property, and the associated storm water and overflow lines, take level center lines, storm water outflow lines, the roadway rights of way, and stream water discharges from the storm drainage system (collectively, the "Drainage Facilities"). The Drainage Facilities comprises part of the drainage system to the entire Fallen Timbers Fairways Plat V. 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. Each residential lot shall be subject to damage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines 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 owner 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, 2032, 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, 2032 with the written approval of the then owners of not less than 50% of the residential lots in this Declaration, and any amendments or modifications to any covenant, agreement or restriction in this Declaration shall be made in writing and signed by the Owner and recorded in the records of Lucas County, Ohio, and shall become part of this Declaration, and any and all amendments or modifications shall be recorded in the records of Lucas County, Ohio, and shall become part of this Declaration.

ARTICLE X
ENFORCEMENT OR RESTRICTIONS: OTHER MATTERS

10.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein or to force compliance therewith shall be good and sufficient notice to the Owner, the Architectural Control Committee, the Association of any person or persons owning any residential lot or owner, or any person or persons owning any lot, corporation or association of any person or persons owning any lot, corporation or association, to institute any proceedings at law, or in equity, against the person or persons owning or attempting to violate any such covenant, agreement or restriction to prevent them from taking any further action to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

10.2 Any violation of any covenant, agreement or restriction herein contained by judgment of court, or in any other manner, shall be good and sufficient notice to the Owner, the Architectural Control Committee, the Association of any person or persons owning any residential lot or owner, or any person or persons owning any lot, corporation or association of any person or persons owning any lot, corporation or association, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

10.3 All transfers and conveyances of such and every lot in Fallen Timbers Fairways Plat V 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 V or to the Owner of the Architectural Control Committee or to the Association shall be deemed to have been properly served when mailed, delivered, 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 at such address as shall appear 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 reserved by, the Owner shall be freely assignable and shall pass 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 survive and interpret this Declaration, and such construction or interpretation, in good faith, shall not be void and binding as to all persons and property benefited or burdened hereby.

10.7 No owner of any residential lot or any owner, or any person or persons owning any residential lot, corporation or association, shall have the right to interfere or prevent, in any manner, the enforcement of any provision hereof, no matter how many violations or breaches may occur.

10.8 Each residential lot owner, by acceptance of a deed to a residential lot, agrees and covenants that it, in the opinion of the Owner, its successors and assigns, the shape, size, dimensions or topography of the residential lot upon which a residence dwelling or other improvement is prepared to be made, is such that
a strict construction or enforcement of the building lines as shown on Fallen Timbers Fairways Plat V, or of the yard requirements stated herein or at any other place in this Declaration shall create a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such residential lots as to permit the erection of such residential dwellings 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 modifications are 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 the Declaration to become a hardship to any of the owners of residential lots, or which would cause this Declaration to cease 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 the 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 Plat V, each residential lot owner shall be deemed to have acknowledged and agreed that there are no representations, express or implied, by the Owner or the Association with respect to the marketability, fitness or suitability of the Property for the construction of residential, commercial, or industrial buildings or for any improvements on the Common Areas, whether or not constructed by the Owner, or otherwise with respect to Fallen Timbers Fairways Plat V, other than such expressly stated in writing by the Owner to the residential lot owner, or in the Articles of Incorporation or By-laws of the Association or any agreements or covenants or reference, by the written instruments recording the deed to a residential lot, hereby release 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 Areas, any equipment attached or maintained thereon or any easement over any Common Area, and the owners of residential lots hereby release and indemnify the Owner, to the fullest extent permitted by law, of and from any and all claims, losses, costs, losses, and expenses, 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 be any conflict, contradiction or inconsistency 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 Company, acting by and through its duly authorized representatives, has caused the execution of this Declaration to be executed on the 20th day of April, 1999.

Signed and Acknowledged by the President of the Association, and the Secretary-Treasurer of the Association:

FALLEN TIMBERS DEVELOPMENT COMPANY

By: ____________________________

Gary F. Rine Jr.
President

By: ____________________________

Sue RIGLIX
Secretary-Treasurer

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me the 20th day of April 1999, by the President and by the Secretary-Treasurer of Fallen Timbers Development Company, an Ohio corporation, on behalf of the corporation.

SUE RIGLIX
Notary Public

RECEIVED & RECORDED
MAY 04, 1999
Recorder Lucas County Ohio

99 1660512