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DECLARATION OF RESTRICTIONS
AS TO
FALLEN TIMBERS FAIRWAYS SUBDIVISION
PLAT VI (SIX)

This Declaration, made and entered into by Fallen Timbers Development Company, an Ohio closely held corporation, hereinafter called "Owner", and those individuals owning lots in Fallen Timbers Fairways Subdivision Plat Six, hereinafter called "Residents" this the 5th day of July 2006.

WITNESSETH:
WHEREAS, Owner and/or Residents holds title in fee simple to a certain parcel of land, situated in Monclova Township, Lucas County, Ohio, hereinafter referred to as "Plat Six" (of Fallen Timbers Fairways Subdivision) and described as follows:

Lots 150 (one hundred and fifty) through 187 (one hundred and eighty seven) inclusive, in Fallen Timbers Fairways Subdivision Plat Six, a subdivision in Monclova and Waterville Townships, Lucas County, Ohio, and

WHEREAS, Owner and/or Residents has caused a plat of the above described land to be prepared and recorded in:

Volume _______ pages _______ Lots 150 through 187.

The subdivision of this plat of said land into 38 total building lots numbered consecutively from 150 through 187 and 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, golf course improvements and other related improvements; and

WHEREAS, Owner and/or Resident(s) desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Fallen Timbers Fairways Subdivision Plat Six, certain easements and rights in, over and to Fallen Timbers Fairways Subdivision Plat 6 and certain restrictions upon the manner of use, improvement, and enjoyment of the aforementioned lots in Fallen Timbers Fairways Subdivision Plat Six and to hereby impose certain restrictions on such lots in Fallen Timbers Fairways Subdivision Plat Six.

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 to provide harmonious, artistic, and a desirable residential district, Owner, Resident(s), its successors and assigns, does hereby declare and stipulate that each lot in said Fallen Timbers Fairways Subdivision Plat 6 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 1
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 hereafter 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 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 residence.

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

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ARTICLE II
USE OF LAND

2.1 Each residential 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 “Coders”).

2.2 No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence dwelling with the style, placement, color scheme, etc. including porches, decks and garages requiring approval from the Architectural Control Committee, as described in section 3.2 and 3.3. In addition, each dwelling shall include a private garage of no less than two (2) car capacity, which shall be attached to the residential dwelling. Additional garage space may be granted from time to time by the Architectural Control Committee based upon the aesthetic impact to the proposed structure.

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 single residential lot for one (1) single family residential dwelling.

2.4 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 peace of adjoining land holders.

2.5 Roof mount antennas and all other types of antennas are expressly prohibited on all residential lots. Satellite dishes (see section 3.10) may be approved on a per case basis based upon size and placement of the same on the proposed residence. Dishes larger than 36” will not be considered. Other antennas, including wireless cable and licensed radio operations may be permitted upon the review and acceptance of the size, style and placement by the Architectural Control Committee.

2.6 No wash or laundry or any kind shall be hung or dried on the outside of any structure on any residential lot.

2.7 No unhealthful weeds, underbrush or other object of any kind shall be permitted to grow or remain on any lot. This is to include the planting and/or maintaining of offensive wild flowers, farm crops, grains and some trees and shrubbery. Determination of these parameters will be made from time to time by the Architectural Control Committee.

2.8 No firearms of any kind shall be discharged on the property or on any lot on the property, or any contiguous lands now owned in the future by the owner, its successors and assigns without the expressed written consent of owner.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 Plat 6 Architectural Control Committee
An Architectural Control Committee for Plat 6 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. Upon the death or resignation of a member of the Plat 6 Architectural Control Committee, a new member(s) shall be appointed by Owner until that point when the Homeowners’ Association represents ninety percent (90%) of the entire Plat 6 of Fall Timbers Fairways Subdivision which at that time the Plat 6 Architectural Control Committee shall expire and all responsibilities of the A.C.C. shall be performed and enforced by the Homeowners’ Association. Where members shall be elected per the terms and regulations of the Fall Timbers Fairways Homeowners’ Association (H.O.A.). Further, the declarant shall have the sole right and authority to access the qualifications and integrity of all proposed builders for said construction activities within Fall Timbers Fairways Subdivision Plat 6.

3.2 H.O.A. Architectural Control Committee
An Architectural Control Committee (H.O.A.) consisting of three (3) individuals is hereby established. The members of the committee shall be elected per the terms and conditions of the Fall Timbers Fairways Homeowners’ Association. Upon the death or resignation of a member of the Architectural Control Committee, a new member(s) shall be appointed by the Homeowners Association. The committee shall determine the appropriateness of the improvements as herein described for all of the lots in Fall Timbers Fairways Subdivision except as noted in paragraph 3.1.

3.3 Architectural Control
No building, driveway, swimming pool, fence, hedge, wall, walk, or any 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 plans, color scheme, location 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 (Plat 6 A.C.C. until the same is nullified as stipulated in 3.1) and finally approved and lodged permanently with the committee. The Committee may require that building plans and specifications be prepared by a competent architect and that the structure be constructed by a competent builder. The Committee shall have the right to refuse 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 and to 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.

3.4 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 properly submitted by regular mail, then the same shall be deemed approved. In requiring submission of the plans as herein set forth, Owner/H.O.A. 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 appropriate use of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots(s), 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.

3.5 Compatibility
All present and future plats of the Fallen Timbers Fairways Subdivision are subject to harmonious and uniform enforcement of the deed and building restrictions by the A.C.C. As specific language of the platted restrictions may be revised or modified from plat to plat, the intent and desire of the A.C.C. is similar and intended to protect the integrity of the development as a whole. Actions of the A.C.C. shall be equally enforced without prejudice.

3.6 Easements Reserved
Owner, reserves to itself, it successors and assigns, reserved easements for all areas designated as utility rights-of-way, for the construction, operation, and maintenance of electric light, electric power, telephone, cabiwellion and communication lines and conduits, or any other public utility facilities including easement, 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 located upon any part of the property in the Fallen Timbers Fairways Subdivision Plat 6, over or upon which easements for the installation and maintenance of public utilities, and golf course facilities, will be or have been granted.

3.7 Public Utility Rights
Owner reserves the exclusive right to grant for the construction, operation, and maintenance of electric light, electric power, telephone, cabiwellion 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, under and upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or border.

3.8 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 of not less than one (1) foot higher than the 100-year flood elevation of 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.

3.9 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 and one half (2 1/2) stories and not more than thirty-six (36) feet to its highest ridge height and not less than fifteen (15) feet to its lowest ridge height, both measurements to be taken from the first floor level. The main roof of all buildings shall be of the gable, hip, or gambrel type. No exposed exterior surface shall be permitted to consist of pure cement or cinder block, plywood, aluminum or vinyl siding. Acceptable application of non-combustible materials per approval of the A.C.C. shall consist of vinyl downspouts, decorative stucco and aluminum garage and entry doors, vinyl-cased windows. EXTERTIORS INCLUDING SOFFIT AND FACIA FOR ALL EXPOSED AREAS OF THE HOUSE SHALL REQUIRE NATURAL OR HARD FINISH SURFACE EXTERIOR MATERIAL APPLICATIONS such as Cedar, Brick or Dryvit (name brand), Hardy Plank (name brand) products. Garages are to be a minimum of two (2) car storage and are to be attached to the main residence dwelling.

3.10 Building Location
All lots in Fallen Timbers Fairways Subdivision Plat 6 shall conform to plat noted setbacks and side yards of thirty-five (35) feet and seven (7) feet (minimum) respectively. No building shall be located nearer than seven (7) feet to an interior lot line, or as otherwise established by any Local or County Codes or presently established drainage or utility easement(s) nor shall any structure be caused to be placed any closer to the rear lot line than thirty five (35) feet as a minimum.
3.11 Mailbox, Roof Shingles, Satellite Dishes and Driveways

All residential dwellings shall have a rustoleum mailbox approved by the United States Postal Service and the Architectural Control Committee. Conventional locations for mailboxes shall be maintained for all lots. All roof shingles must be dimensional in style, architectural or laminate materials with color scheme being approved by the A.C.C. Satellite dishes may be approved on a per-case basis, location attachment of dish to dwelling as well as size, color and style will be considered, though no dish larger than 36" in diameter will be considered. All driveways must be of white concrete, or decorative concrete patterns. NO ASPHALT WILL BE PERMITTED FOR DRIVEWAY CONSTRUCTION.

3.12 Fencing, Swing Sets, Saunas and Spas, Planting Beds.

No owner of any lot shall assume that approval by the Architectural Control Committee would be granted on every lot for any of the aforementioned improvements. Guidelines for these improvements are available from the A.C.C. and should be submitted for consideration prior to purchasing a residential dwelling or unimproved lot as stated in section 3.12. Considerations for approval are based in large part on sight intrusions on adjoining lots and aethetic variables based upon the applicant's submission. In addition to individual lot considerations, the A.C.C. has or will established specific criteria for location, size, style, shape, etc. for these particular improvements. FAILURE TO RECEIVE PROPER APPROVAL FROM THE ARCHITECTURAL CONTROL COMMITTEE FOR THE IMPROVEMENT (S) OF FENCE(S), SWING SET(S), SAUNA (S) OR SPA(S) [GARDEN OR OTHER] MAY RESULT IN THE FALLEN TIMBERS FAIRWAYS H.O.A. CAUSING THE SAME TO BE REMOVED AT THE EXPENSE OF THE PROPERTY OWNER.

3.13 Landscaping

No portion of the described premises nearer to any street than the building set back 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 and will be enforced by the Architectural Control Committee. This is to include, roof, back and both side yards complete. All materials including fencing, hedges, bushes, mounding, pools, planting beds, gardens, decks, etc., are to be approved on a per-case basis and should not be considered permissible on every lot. Certain Governmental regulations require the planting of some trees and ground cover to prohibit the erosion of soil.

Governmental regulations require the planting of two (2) Redbud (Cercis Canadensis) tree's in the right of way in the front of all residential lots. The specific location, subject to sight variances and utility and drainage concerns, shall be determined by one (1) tree to the left of the improved driveway entrance and one (1) tree to the right of said drive entering the lot. The minimum size required for tree's at the time of planting is one and one half inch (1 1/2") caliper, with a minimum growth expectation of thirty foot (30') upon maturity. All tree's must be planted at the time of final grading on said lot, in conjunction with the landscaping of the lot in accordance with the construction of a home on said property. Failure to comply with this requirement shall cause the planting's to be replaced by the developer at actual cost plus fifteen percent (15%) in accordance with the typical tree planting plan, which is on file in the office of the developer. Exceptions for location of planting based upon hardship shall be determined in writing by the declarant, however, there shall be no exception to the minimum size, number, style and time frame for planting of the trees required for planting.

3.14 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.

3.15 Sidewalks

Upon the date 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 driveways where a six (6) inch depth shall be provided, and shall be placed on firmly compacted subgrade. If a residential lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 3.14, the Fallen Timbers Fairways Homeowners Association shall, at the request of the Architectural Control Committee or the Owner, 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 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 streets and 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 and Lucas County 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 stated in the record plat.

3.16 Pond Lots

All residential lots in Fallen Timbers Fairways Plat 6 that include or are near a permanent body of water (pond) observe and or comply with one or all of the following:
a). Easements as noted in 7.1 of this document, or other non-attached easements or future easements to be put forth for the benefit of all property owners in Fallen Timbers Fairways Subdivision Plat 6. Said easements are solely intended for utilities, drainage, water maintenance, and golf course improvements.

b). Riparian Rights on any area of land that is underwater is such that no control of said water or improvements on said water is permissible without the written consent of the owner, their assigns or heirs, and/or the A.C.C. Levels of said ponds and/or detention are subject to owner or county mandated levels for purposes of maintaining proper and effective run off capacity capability. The owner, in conjunction with the Lucas County Engineers Office, controls the water level to protect these requirements and cannot provide individual property owners the ability to self-control said water levels.

3.17 Planting
All residential lots shall submit a detailed landscape design to the A.C.C. prior to improving the same. Including adherence to the required tree plantings as noted in section 3.2.

3.18 Compatibility
Each structure color scheme and landscaping plan 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 Fallen Timbers Fairways Subdivision Plat 6 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, hotel, business or purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be undertaken upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

4.2 Occupancy
No dwelling erected in said Fallen Timbers Fairways Subdivision Plat 6 shall be used as a residence until the exterior and interior facades have been completed as specified and called for in the detailed plans and specifications thereon or upon receipt of an occupancy permit as distributed by the Lucas County Building Department. No structure of a temporary character and no trailer, basement, building, garage, barn or other type of vehicle or outbuilding shall be on any lot, at any time, as defined herein. All approved structures shall be completed by the purchaser within one (1) year following the date of commencement of the construction thereof. Non-occupancy related construction activities (i.e.: exterior painting, landscaping, driveway placement,...) shall be completed within a reasonable period of time prior to or after occupancy of said dwelling. Weather conditions and industry restraints are the only acceptable delays. Information relevant to such delays will be required by the A.C.C. Building materials to be used in the construction of any structure to be erected on any residential lot shall be stored thereon, but not incorporated within the structure within sixty (60) days after their delivery to such lot, shall be removed therefrom. No soil, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee.

4.3 Storage of Vehicles/Buildings
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. This restriction shall not prohibit the parking in the driveway of lot a truck or van not longer than three quarter (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, house, car, playhouse, greenhouse, tree house, gazabo, or outbuilding of any type will be permitted in Fallen Timbers Fairways, except with the approval of the Architectural Control Committee. Approval of aforementioned accessory buildings will be considered on a case by case basis with consideration to compatibility, adjoining property, sight nuisances, and possible golf course sight obstructions. No storage shed or detached outbuilding will be permitted.

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 to include snowmobiles, dune buggies, etc. This provision is not only for the well being and maintenance of the golfing facility, but also for 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 spirituous, vinous or fermented liquor or any kind shall be manufactured or sold, either wholesale or retail, upon any lot within Fallen Timbers Fairways Subdivision Plat 6. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises except for in-home business's that require no employees, customer or delivery traffic and are in compliance with Monclova Township Zoning Codes and as approved by the A.C.C. 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 right 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, reptiles, or poultry of any kind, character or species of fowl 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 tracts in Fallen Timbers Fairways Subdivision. Animals allowed off the individual owner's lot shall be leashed and accompanied by their owner at all times.

4.7 Garbage and Refuse Disposal
No lot shall be used or maintained as a dumping place for rubbish or garbage. 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 Noise
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 noises, including but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from driveways. No trash burner or other device expelling smoke shall be allowed, except for properly constructed and maintained chimneys.

4.9 Propane Tanks (Gas Grill)
Any tank 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. No other propane tanks other than those used for recreational cooking will be allowed.

4.10 Swimming Pools
All swimming pools deeper than thirty inches (30") shall be fenced with a non-permeable fence of four-foot (4') minimum height and shall be kept locked at all times. Pools must be approved by the A.C.C. for compatibility and ascetic character and only in-ground pools will be allowed (without exception). The Architectural Control Committee in cases where there will be a pool will enforce size, dimension and location of proposed pools where pools are deemed non-obstructive and permissible in conjunction with all local regulatory enforcement taking precedence over A.C.C. requirements.

4.11 Water Supply
No individual water supply system shall be permitted on any lot, as all properties must tap into the provided City water line service.

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

4.13 Golf Courses Use
No lot owner or other person(s) shall enter on or use the golf course without first registering at the Pro Shop and paying any and all applicable charges for the same.

ARTICLE V
HOMEOWNERS ASSOCIATION

5.1 In conjunction with previous plats of Fallen Timbers Fairways Subdivision, owner has caused to create the Fallen Timbers Fairways Homeowners Association (the "Association"). The members of the Association are and 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 any 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 up keep of (i) the Common Areas (as hereinafter defined),
and (ii) any easement areas created or reserved in this Declaration or (iii) on the recorded plat(s) of Fallen Timbers Fairways Plat(s) One, Two, Three, Four, Five and Six and any subsequent plat(s) of Fallen Timbers Fairways Subdivision, and (iii) 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 paragraphs 3.2 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 Subdivision.

(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 Subdivision.

(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 dispose of funds and assessments as provided in paragraph 6.1 hereof, and as may be
provided in any subsequent declaration(s) of Fallen Timbers Fairways Subdivision.

(g) 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's 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 cut-of-ea islands, if any, or any other portions of the public right(s)-of-way
at the Property.

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

(m) 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
Subdivision.

(n) To elect officers to lead and guide the association through any and all matters affecting the
same.

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 establish
reserves to pay the estimated future costs of any of the items set forth in this paragraph.

6.4 Each member (resident) of the Association other than the Owner, if 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 except in the case of the owners as herein described.
Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obliged 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.

6.5 Offices to be filled for purposes of running the association and interpreting and enforcing said rules and
regulations shall be as presently operated by the Fallen Timbers Fairways Homeowners association. Election of these officers
will be by a vote of all members in good standing of the Fallen Timbers Fairways Subdivision Home Owners Association and shall occur as specified in the articles of incorporation of the Fallen Timbers Fairways Home Owners Association.

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 annual assessment effective 1985 is $60.00 and such amount may be reasonably adjusted from year to year by a majority vote of the Fallen Timbers Fairways Home Owners Association. Several provisions contained herein in respect to the establishment and operation of the Fallen Timbers Home Owners Association may, by practice, differ from the specific requirements as noted. All matters of the association shall take precedence over the following requirements subject to the rules and provisions of the established association.

6.2 Payment of the annual assessment will not relieve said property owner, their heir’s assigns or future owners from possible requirements for payment made on or behalf of the Fallen Timbers Fairways Home Owners Association as possible assessments may be deemed necessary as defined within stated parameters of this text. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding 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 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 which shall be due and payable on the first day of the first month of each year. Any payment not paid in full within 60 days of its due date shall carry a penalty of no more than 20% and no less than 10% of the entire amount due. The H.O.A. will have the authority to assess said penalty and the means needed to collect said payment including the recording of liens and other methods as required. No homeowner shall be required to make any partial payments for ownership of property(s) prior to the first day of each year as long as the previous assessments due are paid in full. Pro-rated annual assessments, if any, shall be in accordance with the practice and custom of the Home Owners Association. Each lot owned by a non-occupant builder or all lots unimproved by declarant shall not require the payment of an assessment so long as the same is presently being marketed to prospective residential users.

6.4 The aforementioned 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 expand an amount greater than $2,000.00 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, therefore, 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.

6.5 The Association shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of the owner or owners of each residential lot at the time assessments are 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 enforced against the owners of parts or residential lots in accordance with the proportion which the area of each part of a residential lot to which each owner holds title bears to the total area of the residential lots against which the annual assessments are made. In the event of 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 form following 6.8.

6.8 In the event any 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 said lien, or otherwise, and in such event, shall be entitled to recover and have an 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 consents, easements and rights-of-way for the construction, operation, maintenance, repair and replacement of electric light, electric transmission, natural gas, transmission, cable television, 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”, “Drainage Easement”, “Subdivision Easement”, “Fire Lines Easement”, “Drainage Easement”, “Homes Maintenance, Landscaping and Anti-Vehicular Access Easement”, and “Common Area”, or with words of similar import, on Fallen Timbers Fairways plat 0, and
along and upon all highways and rights-of-way now existing or hereafter established and abutting all the lots in Fallen Timbers Fairways Subdivision. 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 to maintain all structures or any part thereof shall be erected or maintained over or upon any part of the areas designated at Fallen Timbers Fairways Plat 6 as "Easement", "Utility Easement", "Golf Course 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 The Fallen Timbers Fairways Subdivision shall have the right to reserve or grant any easements or rights-of-way upon or over any of the residential lots in The Fallen Timbers Fairways Subdivision.

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 Subdivision to any Adjacent Property that may be made the subsequent plat or plat as an extension of Fallen Timbers Fairways Subdivision 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 Owner 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 HOA, at the risk of the property owner requesting and or granted permission for specified use. No powerboats, motorboats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Pond(s) regardless of the HOA permission and assumption of risk of the same. 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. In addition, any individual whether a member of the Home Owners Association or an associate of an individual of the Home Owners Association shall assume any and all risk associated with any use of said pond(s) whether permission for use is granted or not.

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 Subdivision, 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 survey 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 quitclaim deed for such purpose.

8.5 Notwithstanding the provisions of paragraph 5.2 and any designation of Common Areas at Fallen Timbers Fairways Plat 6 or any part 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 Area to or for the benefit of the Association. Thereafter, the owners of the residential lots of the Property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

8.6 In connection with the development and platting of The Fallen Timbers Fairways Subdivision, the Owner has granted or will grant certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on the Fallen Timbers Fairways Plats I, II, III, IV, V AND VI 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 Subdivision. 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 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 owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs related 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, 2025, 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, 2025 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, 2025 and may be amended or terminated thereafter with the written approval of the owners of not less than 51% 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 is 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 The violation 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 The Fallen Timbers Fairways Subdivision plat shall be made subject to this Declaration.

10.4 Any notice required to be served upon the Owner of a residential lot in The Fallen Timbers Fairways Subdivision or to the Owner or the Architectural Control Committee or to the Association shall be deemed to have been properly served when mailed, postage prepaid, 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, of 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 bounded hereby.

10.7 No successor of 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 All 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, its 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 6, 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 the 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 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 60% 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 VIII hereof.
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, 2025, 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, 2025 with the written approval of the then owners of not less than 80% 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, 2025 and may be amended or terminated thereafter with the written approval of the owners of not less than 51% 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 is 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, on 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 Any violation 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 Any notice required to be sent to any owner of a residential lot in The Fallen Timbers Fairways Subdivision or to the Owner or to the Architectural Control Committee or to the Association shall be deemed to have been properly served when mailed, postage paid, 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 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.

10.4 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.

10.5 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 beneficial or burdened hereby.

10.6 Any notice required to be sent to any owner of a residential lot in The Fallen Timbers Fairways Subdivision or to the Owner or to the Architectural Control Committee or to the Association shall be deemed to have been properly served when mailed, postage paid, 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 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.

10.7 No owner of any residential lot shall subordinate 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, its 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 6, 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 the 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 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 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 VIII hereof.
10.11 By acceptance and recording of a deed to a residential lot in The Fallen Timbers Fairways Subdivision Plat 6, 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 suitability, 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 Subdivision 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 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 Area, any equipment erected or maintained therein nor 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 losses sustained, whether arising in tort or otherwise, on the Common Area(s). 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 actions of the Association shall have the same priorities in this Declaration, in which this declaration shall take precedence over those of the Association in accordance with the provisions contained herein.

IN WITNESS WHEREOF, Fallen Timbers Development Company, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 5th day of July, 2005.

Signed and Acknowledged in the presence of:

DARLA SCHULTE

FALLEN TIMBERS DEVELOPMENT COMPANY

By:

By:

By:

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5th day of July, 2005 by Gary F. Kuns, Jr., the President, and by Gary F. Kuns, the Secretary-Treasurer of Fallen Timbers Development Co.

An Ohio Corporation, on behalf of the corporation.

Prepared by
Gary F. Kuns

Return to
99 Covent St
Maumee OH 43537

DARLA SCHULTZ
Notary Public

Notary Public, State of Ohio
My Commission Expires Jan. 8, 2007
Recorded in Wood County