FALLEN TIMBERS

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ADOPTION OF FALLEN TIMBERS
AND
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Allan J. Libbe, A.
Stephen Martinale and Bruce M. Hankins this 2d day of November
1977.

WITNESSETH THAT:

WHEREAS, Allan J. Libbe, A. Stephen Martinale and Bruce M.
Hankins, hereinafter called "Owners", hold title in fee simple to the following
described real estate situated in Monclova Township, Lucas County, Ohio, as
recorded in Vol. 76, Page 56, of the Book of Plats, Lucas County, Ohio to-wit:

Lots numbers one (1) through sixteen (16) in Fallen
Timbers, a Subdivision in Monclova Township, Lucas County,
Ohio, all of which real estate is hereinafter referred to as
Fallen Timbers;

WHEREAS, the Owners desire to establish for their own benefit and
for the benefit of all future owners and occupants of all or any part of the
subject property certain easements and rights with respect to and restrictions
upon the manner of use, improvement and enjoyment of said subject property
in order to insure the stability of land values and to protect future owners and
occupants from variations not in keeping with their use, improvement and
enjoyment;

NOW, THEREFORE, in consideration of these premises and in con-
sideration of the benefits accruing to the future owners of said lots and the
enhancement in value of said property, and for the mutual benefit and protec-
tion of each and every person who now is, or shall hereinafter be, the owner
of any interest in and to the subject property, or any part thereof, the Owners,
for themselves, their heirs, successors and assigns, do hereby declare and
stipulate that the subject property, and every part thereof hereafter sold,
conveyed, or transferred, including transfers by operation of law, shall be
deemed sold, conveyed, or transferred subject to the following covenants,
conditions, agreements and restrictions, which shall run with the land, to-wit:

ARTICLE I. ARCHITECTURAL CONTROL AND PLAN APPROVAL

No building, structure, fence, hedge, wall, grading or other improve-
ment of any character, shall be commenced, erected, placed or maintained,
nor shall any alteration, addition or change be made on the subject property or
any part thereof, or to the structures located on said subject property or part
thereof, without the prior approval in writing of the plans and specifications
therefor by the Architectural Control Committee described in Article IV herein.
(Said Architectural Control Committee shall hereinafter be referred to as the
"Committee").

The Committee's approval or rejection of plans and specifications
shall be based upon a general plan or scheme of development for the subject
property. The Committee shall exercise its power in a reasonable manner
and in good faith.
The scope of the Committee's inquiry shall be broad. In making its review of any proposed plans and specifications, the Committee will consider at least all of the following items:

A. Standards and guidelines for the design of structures including:
   (1) placement
   (2) building heights, area and volume
   (3) all exterior materials
   (4) entries and windows
   (5) type of main, accessory and other structures
   (6) number of structures
   (7) cost of structures
   (8) design
   (9) colors
   (10) finished ground elevation
   (11) building exhausts
   (12) visibility of improvements from within the area and from roads and properties adjacent thereto

B. Nature and character of land uses:
   (1) specific land use areas and areas in which some range in uses are to be permitted
   (2) the functional character of each use area
   (3) building height, volume and placement standards for each functional use

C. Standards and guidelines for open space and private ways including:
   (1) set-back requirements
   (2) front, rear and side yard requirements
   (3) open space
   (4) landscaping
   (5) topography
   (6) tree lines and placement
   (7) other vegetation elements and focuses
   (8) locations for screening and mounding
   (9) type and design of screening and fencing
   (10) lighting placement
   (11) view easements
   (12) size and location of parking spaces
   (13) driveways
   (14) means of ingress and egress
   (15) site plans

D. Fencing and screening standards and guides:
   (1) guidelines and standards for the use and location of fencing
   (2) heights and materials for planting and mounded view screens

E. Performance standards to set the maximum limits, as measured at exterior lot lines, for:
1. Standards for harmony:

1. whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;
2. the use and suitability of the proposed building or structure and of the materials of which it is to be built on the site upon which it is proposed to erect the same;
3. the effect of the proposed improvement on adjacent and neighboring properties;
4. the effect of the building or structure, as planned, on the outlook from the adjacent neighboring property.

The Committee will furnish owners or prospective owners with sufficient detail regarding the items set out above which will be considered in approving or disapproving any plan for the erection of improvements on all or any part of the subject property. This detailed information will be in the form of written guidelines or personal consultations, or both.

ARTICLE II. VIOLATIONS AND ENFORCEMENT

Each grantee, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, and the jurisdiction, rights and powers of the Architectural Control Committee, created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby created, granted, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and each and every part thereof and bind each and every owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give the Architectural Control Committee the right to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove any structure, object or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and said Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal; or, the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by said Architectural Control Committee, its successors or assigns.

A failure of the Committee, its successors or assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver or acquiescence in or consent to any violation thereof, and said Architectural Control Committee, its successors and assigns, shall at any time and at all times have the right to enforce the same.
The invalidity of any restriction hereby imposed or of any provision hereof, or any part of such restriction or provision, shall not impair or affect in any manner, the validity, enforceability, or effect of the remainder of this Declaration.

ARTICLE III. SUBORDINATION

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinated to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. If any portion of said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser of such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this declaration.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee referred to above shall consist of A. Stephen Martindale, Bruce M. Hankins and Allen J. Libbe. The address of the Committee shall be P. O. Box 2287-CS, Toledo, Ohio 43603, Attention to A. Stephen Martindale.

Should there be a vacancy on the Architectural Control Committee, the same may be filled by the remaining members. But if they are unable to agree within a period of thirty days from the date when such vacancy occurs, unless the remaining members agree otherwise, the third member shall be appointed by arbitration proceedings in accordance with the rules of the American Arbitration Association then in effect relating to the construction industry.

The Architectural Control Committee shall act upon the written concurrence of a majority of its members. The Architectural Control Committee shall serve without compensation until such time as the creation of the Fallen Timbers Property Owners' Association at which time said committee members may be compensated for their services in accordance with a decision of the Property Owners' Association. Said association, through its duly elected trustees, shall thereafter have the power and duty to appoint and remove members of the Architectural Control Committee at will in the same manner as is provided herein for their other responsibilities.

ARTICLE V. PROPERTY OWNERS' ASSOCIATION

At any time after the sale of ten (10) lots in Fallen Timbers, Owners shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio. This corporation shall be called the "Fallen Timbers Property Owners' Association" or a name similar thereto and shall be governed according to the following rules and regulations:

1. Membership - The membership of the Fallen Timbers Property Owners' Association shall be comprised of the record owners of lots in said subdivision.

2. Meetings of Members - There shall be an annual meeting of the members of the association for the purpose of electing Trustees
and transacting such other business as may come before the meeting. The annual meeting shall be held on the earliest day of April and at such time and place as is reasonably convenient to the members of the association, as determined by the Trustees. Special meetings may be called at any time by a majority of the Board of Trustees, or the holder or holders of one-third of the outstanding voting power of the association. Unless waived, a written notice of each annual or special meeting, stating the day, hour, place, and purpose, shall be mailed or given to each member. Such notice shall be given not more than sixty (60) days nor less than seven (7) days before any such meeting. If mailed, it shall be directed to each member at his address as the same appears on the records of the association. The association shall act on the basis of a majority vote of the qualified members present at any annual or special meeting, which shall constitute a quorum for the transaction of business.

3. Voting - The owner of each lot shall be entitled to one vote, in person or by proxy, for each lot owned by him, or it. Provided, however, where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Until all lots are sold, owners shall represent all unsold lots and shall retain one vote per lot that is unsold. Lot 8 shall not be included for the purpose of the above computation. In addition to any other powers possessed by the Fallen Timbers Property Owners' Association, the members of the same may, by a two-thirds vote, amend their membership rules to allow representation by tenants in the association. In no case shall tenant representation constitute more than one-third the membership of the association.

4. Action without a Meeting - Any action which may be taken at any meeting of members may be taken without a meeting if authorized in a writing signed by all the members who would be entitled to notice of a meeting for such purpose. Any such writing shall be filed with, and entered upon the records of, the association.

5. Trustees

A. A Board of Trustees of the Fallen Timbers Property Owners' Association shall be established to exclusively exercise and delegate all of the rights, powers, and privileges and to fulfill all of the duties of said association.

B. The Board of Trustees shall consist of three (3) members, all of whom shall be sole or part owners (or their spouses) of lots in this subdivision, to serve for terms of three (3) years each or until their successors are elected and qualified. Trustees shall serve for staggered terms, one Trustee being elected each year except that in the first election of the Board of Trustees, three (3) members shall be elected. The one receiving the most votes shall serve for a term of three (3) years, the one receiving the second highest number of votes to serve for two (2) years, and the third member to serve for one (1) year. Trustees shall be entitled to succeed themselves in office for only one additional term, thereafter being eligible for re-election only after one year's absence from the Board. In the event an elected Trustee no longer
continues as an owner or part owner of a lot in the subdivision, his office shall automatically be declared vacant. The remaining Trustees shall select his replacement from owners or part owners of lots in the subdivision who would be eligible at the next succeeding election to fill the balance of the term of the retiring Trustee. For purposes of re-election, appointment to fill a vacancy shall not be considered a term in office.

C. Owners shall serve as initial Trustees until such time as successor Trustees are elected.

D. The Trustees may adopt by-laws for the regulation and administration of their meetings and affairs. The by-laws shall provide for the election among their members of a chairman, a vice-chairman, and a secretary-treasurer. Records shall be made and kept as to all official actions taken by the Trustees which shall be open to inspection at all reasonable times by any member of the association or his duly appointed agent.

E. The Trustees shall have the right to appoint committees, membership thereof not necessarily limited to those eligible to serve as Trustees, and to delegate power to said committees for the carrying out of any of the provisions hereof under the supervision and ultimate responsibility of the Trustees.

F. Trustees shall serve without compensation, but shall be entitled to reimbursement for any expense incurred by them on behalf of the association or in connection with the proper discharge of their duties as Trustees.

G. Trustees shall be subject to removal from the Board of Trustees by a two-thirds vote of the members of the association at any annual or special meeting called for that purpose.

H. The Trustees shall have the right to construe and interpret the provisions hereof and their construction and interpretation, in good faith, shall be final and binding. In each such case, the Trustees shall endeavor to construe or interpret the provisions in the best interest of the entire subdivision and to maintain the general plan and purposes hereof.

6. Assessments

A. The Trustees are hereby given the right to levy private assessments upon the lots in this subdivision for the purpose of maintaining common property. By way of example and not of limitation, the Trustees are specifically authorized to expend funds for maintenance and supervision expenses, taxes and assessments, public liability insurance premiums, and other costs or expenses attributable to the community park designated as Lot 8, including adjacent walkways, and other recreational or social facilities there constructed or
maintained. Said assessments shall be calculated on the basis of a budget adopted by the Trustees together with a reasonable reserve for contingencies for the ensuing year. Due written notice of the assessments, and the dates for payment thereof, shall be mailed or given to the owners of lots in this subdivision subject to the rules as stated in Article V, Paragraph 2. Private arrangements between multiple owners of lots, owners of portions of lots, the lessees, tenants, or purchasers of lot owners, respecting payment of said assessments, shall not be binding upon the Trustees, who may look to any record owner or part owner of a lot as of the time of levying of said assessment for payment thereof.

B. In spreading the aggregate amount to be assessed among the various lots in the subdivisions, the Trustees shall calculate the individual assessments upon the basis of a uniform formula or schedule of charges applying to all lots regardless of area or location.

C. The Fallen Timbers Property Owners' Association is hereby granted a perpetual lien upon the lots in the subdivision subject to assessment hereunder to secure the payment thereof; upon default in payment the Trustees may file a Notice of Lien for such assessments with the Recorder of Lucas County, Ohio, and proceed to collect the same by foreclosure of said lien or by other judicial processes together with recovery of all costs and expenses incurred in connection with the collection thereof. Said lien shall be subordinate to any mortgage placed on the lots.

7. Amendment - The provisions of these rules and regulations may be amended by a two-thirds vote of the total voting power.

ARTICLE VI. LOT 8 (COMMUNITY PARK)

Lot 8 shall be retained by Owners until conveyed to the Property Owners' Association. All costs, including taxes and assessments, with respect to Lot 8 shall be born by Owners until transfer of Lot 8 to the Property Owners' Association.

Upon the sale of eight (8) lots, Owners may, but in all events no later than 30 days after the sale of all lots Owners shall, by an instrument in writing, convey Lot 8 to the Fallen Timbers Property Owners' Association. Said conveyance shall be deemed to vest the Property Owners' Association with all the rights, privileges, and powers herein retained by Owners. Said instrument shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio. For this purpose, sale shall mean the recording of a deed or a land contract in the office of the Recorder of Deeds, Lucas County, Ohio.

All residents in Fallen Timbers shall have a right of access to Lot 8 for purposes of walking, use of pond, and general leisure activities. Organized recreational activities shall not be permitted unless and until created and supervised by the Property Owners' Association.

The pond on Lot 8 also covers part of Lot 9 and Lot 12. The owners of Lot 9 and Lot 12 shall have for themselves, their family members, and their invitees exclusive and private use of that portion of the shoreline of the pond.
which abuts upon their respective lots. However, no such use shall constitute a nuisance; nor shall it unreasonably interfere with the use and enjoyment of the remaining portion of the pond by others entitled thereto; nor shall it affect or interfere with the maintenance rights and obligations held by the Fallen Timbers Property Owners' Association. Except as provided above, all residents of Fallen Timbers shall have equal rights with respect to the entire pond.

An easement for drainage from the pond on Lot 8 shall exist over Lot 6 and Lot 7. Said drainage shall exist in accordance with all governmental requirements and such reasonable rules and regulations as may be created by the Property Owners' Association after transfer to the Association.

Except as provided pursuant to these restrictions, no limitations shall be placed upon access to and use of Lot 8.

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. All purchasers of lots shall maintain them in good condition from the date of conveyance, subject to the reasonable needs of construction. Owners, or the Property Owners' Association should the same exist, shall have the right to act in behalf of said purchasers and charge the cost of maintenance to the purchasers should there be a violation of this provision.

B. Owners reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph, cable television, water, gas, sewer and all other public utility facilities, together with the reasonable incidents and appurtenances thereof, in, through, under and upon all public ways now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

C. Owners reserve to themselves, their successors and assigns, a perpetual easement in, through, under and over those portions of the sides of each lot as shown on the plat of Fallen Timbers and designated as utility rights of way, for the construction, operation and maintenance of electric power, telephone and telegraph, cable television, water, gas and sewer lines and any other public utility facilities, together with the reasonably necessary incidents and appurtenances thereof; and no building or other structure or any part thereof shall be erected or maintained upon any part of the property in Fallen Timbers over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

D. No grantee from Owners or other successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Owners or the Property Owners' Association should the same be in existence at the relevant time.

E. A violation of any of the rules and regulations adopted by Owners or by the Property Owners' Association shall be deemed a violation of these restrictions and may be enjoined as herein provided.
P. The rights, privileges and powers herein retained by Owners shall be assignable to and shall inure to the benefit of their heirs, successors and assigns.

G. A certain Declaration of Restrictions covering the above property and other property, which was executed by William M. Hankins, Jr. and Margaret M. Hankins, husband and wife, on June 30, 1967, and recorded in Lucas County Mortgage Records on July 6, 1967, in Volume 2215, Page 442, is hereby cancelled and terminated.

IN WITNESS WHEREOF, the undersigned Allan J. Libby, A. Stephen Martindale and Bruce M. Hankins have executed this Declaration of Restrictions on the day and year first above written.

Signed in the presence of:

Allan J. Libby
A. Stephen Martindale
Bruce M. Hankins

Acknowledged November 2d, 1977 by all of the above named parties, before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record November 22nd 1977 at 4:06 P.M. in Mortgage Record 77-1374Bl, Lucas County, Ohio Records.