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DECLARATION OF RIGHTS AND RESTRICTIONS

As to VILLAGE OF FOX HOLLOW PHASE TWO
A Subdivision in Monclova Township,
Lucas County, Ohio

THIS DECLARATION OF RIGHTS AND RESTRICTIONS (the "Declaration") is made and adopted as of the 23rd day of April, 1992, by Miller-Monclova Properties, an Ohio general partnership ("Owner"), with offices at 1545 Holland Road, Suite H, Maumee, Ohio 43537.

WHEREAS, Owner is the owner in fee simple of all of the property constituting phase two of the Village of Fox Hollow, a residential subdivision in Monclova Township, Lucas County, Ohio ("Fox Hollow Phase Two"), as described on Exhibit A attached hereto and incorporated herein.

WHEREAS, Fox Hollow Phase Two includes a single parcel of real estate which is intended to be developed and improved as a residential care center.

WHEREAS, the property constituting phase one of the Village of Fox Hollow has been subdivided and is in the process of being developed as a residential subdivision known as the Village of Fox Hollow Plat One, a Subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at Volume 128, Page 85 of the Lucas County, Ohio Record of Plats ("Fox Hollow Plat One").

WHEREAS, Fox Hollow Plat One includes lots nos. 1-59 inclusive, buffer lots A, B and C and all of the common areas shown thereon (the "Common Areas").

WHEREAS, Owner desires to establish a general plan for the development, improvement and use of Fox Hollow Phase Two as an extension of Fox Hollow Plat One, and to establish restrictions upon the manner of use, improvement and enjoyment of Fox Hollow Phase Two which are in all material respects similar to the restrictions on Fox Hollow Plat One and which will make Fox Hollow Phase Two more attractive and harmonious with the residential lots within Fox Hollow Plat One, and which will protect present and future owners of the residential lots in Fox Hollow Plat One in their use and enjoyment thereof for residential purposes, and which will protect present and future owners of Fox Hollow Phase Two in their use and enjoyment thereof for residential care purposes.

WHEREAS, Owner intends to provide for the development of a subsequent plat or plats as an extension of Fox Hollow Plat One.
on certain other lands (the "Adjacent Property") located adjacent and contiguous to Fox Hollow Plat One; Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plat(s) which are in all material respects similar to these Restrictions and to the restrictions on Fox Hollow Plat One and which will make the lands in such subsequent plat(s) more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes; and Owner or its successors and assigns may exercise the above-mentioned reserved rights by filing additional numbered plats of Fox Hollow together with supplemental declarations of restrictions subjecting such subsequent plats to restrictions in all material respects similar to these Restrictions and to the restrictions for Fox Hollow Plat One as recorded at File No. 91-05-6804 of the Lucas County, Ohio Records.

NOW, THEREFORE, Owner, in consideration of the enhancement in value of Fox Hollow Phase Two by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the property in Fox Hollow Phase Two shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 No portion of Fox Hollow Phase Two shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

1.2 No structure shall be erected, placed or maintained on Fox Hollow Phase Two other than (a) a residential care facility constructed pursuant to detailed drawings, plans and specifications approved by the Architectural Control Committee pursuant to Article II hereof, or (b) such other type of facility as may be approved by the Architectural Control Committee (which approval shall not be unreasonably withheld) and constructed pursuant to detailed drawings, plans and specifications approved by the Architectural Control Committee pursuant to Article 2 hereof, provided that such other facility shall in all respects conform to the Codes.

1.3 No noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of Fox Hollow Phase Two, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of residential lots in Fox Hollow Plat One.
1.4 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on Fox Hollow Phase Two.

1.5 No sod, dirt or gravel, other than that incidental to construction of approved structures, shall be removed from Fox Hollow Phase Two without the prior written approval of the Owner, its successors and assigns.

1.6 All rubbish, garbage and debris (combustible and non-combustible) on Fox Hollow Phase Two shall be stored in underground containers, in containers entirely within the garage or basement or in outside containers if screened in such manner as is approved by the Architectural Control Committee in accordance with Article II hereof. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Owner, its successors and assigns, or the Association (as hereinafter defined).

1.7 No signs of any character shall be erected, placed, posted or otherwise displayed on or about Fox Hollow Phase Two 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 and discretion to prohibit, restrict and control the size, construction, material, wording, location, height, color and illumination of all such signs.

1.8 All electric and telephone facilities and services at Fox Hollow Phase Two shall be underground with the exception of (a) those above-ground services, if any, existing on the date hereof, and (b) any new or replacement poles, facilities or services located along such exterior portions of Fox Hollow Phase Two as are adjacent and contiguous to the public rights-of-way accessing Fox Hollow Phase Two, 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 Fox Hollow Phase Two.

1.9 Notwithstanding anything else contained herein, there shall be a 100 foot building setback line along the entire northerly boundary of Fox Hollow Phase Two, i.e., the area subject to this building line shall be the northerly 100 feet of Fox Hollow Phase Two.

1.10 No building or structure or any part thereof shall be erected, placed or maintained on Fox Hollow Phase Two in violation of any setback requirements, building lines, or front, rear or side yard requirements prescribed by the Codes or by any plat of Fox Hollow Phase Two or by the Architectural Control Committee or by this Declaration, except for a building/structure
or part thereof which shall first have been approved as provided under Article II hereof. No portion of Fox Hollow Phase Two nearer to any street than the minimum required front, rear or side yards or setback lines shall be used for any purpose other than that of a lawn; provided, however, that this restriction shall not be construed to prevent the use of such portions of Fox Hollow Phase Two for walks, drives, parking areas, parking lots, trees, shrubbery, flowers, flower beds, ornamental plants and advertising signs or other structures or enclosures which shall first have been approved as provided under Article II hereof; and provided further, that the depth of the landscaping strip between any parking area and public right-of-way shall be not less than one-half (1/2) of any building setback line prescribed by the Codes or by any plat of Fox Hollow Phase Two or by this Declaration.

1.11 No unsightly weeds, underbrush or other object of any kind shall be permitted to grow or remain on any part of Fox Hollow Phase Two. This paragraph 1.11 shall be construed to prohibit the planting or maintaining of farm crops or grains.

1.12 No trash burner, outdoor fireplace or other outdoor device expelling gas or smoke shall be placed on Fox Hollow Phase Two.

1.13 No outside or rooftop air conditioning units, telecommunications systems and equipment, satellite dishes or similar receiving or transmitting devices, communication towers or other rooftop or outside accessory units or structures shall be installed unless first approved by the Architectural Control Committee pursuant to Article II hereof. If approved, any such facilities, units or structures shall be fully and attractively screened in such manner and with such materials, if any, as are stipulated by the Architectural Control Committee.

1.14 No outside equipment or tanks shall be placed or stored on Fox Hollow Phase Two unless first approved as provided in Article II hereof.

1.15 Prior to constructing or erecting any building or structure on Fox Hollow Phase Two or any portion thereof, the owner(s) shall provide adequate drainage facilities, including storm water detention, in accordance with (a) approved plans on file with the Lucas County Engineer, (b) the existing storm sewer system and topography, (c) any plat(s) of Fox Hollow Phase Two, and (d) such methods as may be prescribed by the Architectural Control Committee pursuant to Article II.
ARTICLE II
ARCHITECTURAL CONTROL

2.1 The Architectural Control Committee for Fox Hollow Phase Two shall be one and the same as the Architectural Control Committee for Fox Hollow Plat One, and shall be comprised of three (3) members. Members of the Architectural Control Committee shall be appointed by the Association from time to time, and shall serve for one-year terms, or until a member's earlier resignation, incapacity or death. Members of the Architectural Control Committee may be re-appointed; provided, however, that no member of the Architectural Control Committee shall serve for more than three (3) consecutive one-year terms at a time.

2.2 Detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, fences, walls, bridges, dams, driveways, parking lots, parking areas, loading docks, sidewalks, exterior lighting, mailboxes, hedges, landscaping and other enclosures, and satellite dishes and similar devices) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon Fox Hollow Phase Two and before additions, changes or alterations may be made to any structure or other improvement then situated on Fox Hollow Phase Two. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the building site and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Architectural Control Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

2.3 In requiring submission of the Plans as herein set forth, Owner contemplates the development of Fox Hollow Phase Two in an architecturally harmonious and desirable manner. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements in Fox Hollow Plat One, its artistic and architectural merits, its adaptability to the Fox Hollow Phase Two property and such other matters as may be deemed to be in the interest and benefit of the owners of Fox Hollow Plat One and Fox Hollow Phase Two as a whole.
2.4 Any determination made by the Architectural Control Committee, in good faith and not arbitrarily and capriciously, shall be binding on all parties in interest.

2.5 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations and to fix the grade and elevation at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Fox Hollow Phase Two. The grades, slopes and elevations of Fox Hollow Phase Two shall be established on the Plans submitted to and approved by the Architectural Control Committee. Notwithstanding anything else contained herein, any structure built or constructed upon Fox Hollow Phase Two shall be erected at an elevation of not less than one (1) foot higher than the 100-year flood elevation of 614.00 as shown on Flood Insurance Rate Map Community-Panel Number 390359-0885-B, dated March 16, 1983. In addition, no alterations to the grades, slopes and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on Fox Hollow Phase Two or any portion thereof.

2.6 All landscaping shall be fully installed and completed, pursuant to landscaping plans approved by the Architectural Control Committee as part of the Plans, not later than 180 days following the date of occupancy of any building, structure or addition. All landscaping material and design must conform with any master landscaping plans which the Architectural Control Committee may adopt. If any such landscaping installed at Fox Hollow Phase Two is destroyed, whether by natural or man-made causes, such landscaping shall be promptly replaced with landscaping which, in the judgment of the Architectural Control Committee, is of the same or higher quality.

2.7 All exterior lighting at Fox Hollow Phase Two shall consist of unobtrusive down-lighting that does not create any nuisance or unreasonably adverse effect on adjoining lots or properties.

2.8 The exterior finish of any structure at Fox Hollow Phase Two shall be standard size face brick, stone, or horizontal wood siding, with accents and trim of stucco, wood, vinyl or materials clad with vinyl or coated aluminum, or such other finish as may be approved by the Architectural Control Committee. Any such structure shall have wood windows (the exterior of which may be clad in aluminum or vinyl) or quality aluminum windows with thermal glazing and thermal breaks, and overhangs of not less than twelve (12) inches at the eave and not less than six (6) inches on the gable end. Further, any such structure shall have roofs with pitches of not less than five (5) inches of rise per one (1) foot,
and such roofs shall be covered with asphalt shingles as approved by the Architectural Control Committee.

2.9 Upon the earlier of (a) one (1) year following the date of closing on the sale of Fox Hollow Phase Two or any portion thereof, or (b) the completion of construction of a structure thereon, the owner thereof shall install and construct a sidewalk on Fox Hollow Phase Two or portion thereof. The sidewalk shall be four (4) inches in depth except at drives where a six (6) inch depth will be provided, and shall be placed on firmly compacted dirt or stone. If the owner fails to construct said sidewalk in accordance with the requirements of this paragraph 2.9, the Architectural Control Committee or the Owner shall have the right, without notice to the owner, to enter upon Fox Hollow Phase Two and cause a sidewalk to be constructed thereon. In such case, the cost of such construction plus fifteen percent (15%) shall be added to and become a part of the next annual assessment (as hereinafter described) to which Fox Hollow Phase Two or applicable portion thereof is subject.

2.10 It is the duty of the owner(s) of Fox Hollow Phase Two, at the expense of each such owner, to keep and maintain the sidewalks located thereon in a good and clean manner and to clear the aforesaid 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 Maumee Township harmless from any liability to any person resulting from such owner's neglect, failure or refusal in performing said duty.

2.11 The Owner has established and prepared a master plan for the planting of trees on Fox Hollow Phase Two, generally in the areas between the curb and sidewalk on or along the public rights-of-way adjacent to Fox Hollow Phase Two. A copy of said master plan is maintained at the offices of the City of Maumee. All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. The owner(s) of Fox Hollow Phase Two shall plant trees in the quantities and of the types set forth on said master plan, within the earlier of (a) one (1) year following the date of closing on the sale of Fox Hollow Phase Two or portion thereof to such owner, or (b) the completion of construction of a structure thereon. If an owner fails to plant said trees in accordance with this paragraph 2.11, the Architectural Control Committee or the Owner shall have the right, without notice to said owner, to enter upon Fox Hollow Phase Two and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be added to and become a part of the next annual assessment to which Fox Hollow Phase Two or applicable portion thereof is subject.
2.12 The Architectural Control Committee at its option may require that the Plans for any structures or other improvements be accompanied by an application fee to be applied by the Architectural Control Committee toward the costs associated with its review of such Plans.

ARTICLE III
VILLAGE OF FOX HOLLOW HOMEOWNERS' ASSOCIATION

3.1 There has already been created by the Owner, the Village of Fox Hollow Homeowners' Association (the "Association"). The members of the Association shall be (a) the owners, from time to time, of all of the residential lots at Fox Hollow Plat One, (b) the owner(s), from time to time, of Fox Hollow Phase Two, and (c) the owners, from time to time, of all of the residential lots in any subsequent plat of Fox Hollow, if any. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners of all the residential lots at Fox Hollow Plat One, the owner(s) of Fox Hollow Phase Two, and the owners of all the residential lots in any subsequent plat of Fox Hollow, if any.

3.2 The Association shall have the following powers and rights:

(a) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance and upkeep of (i) the Common Areas, and (ii) any easement areas created or reserved in this Declaration or on the recorded plat of Fox Hollow Plat One or any subsequent plat(s) of Fox Hollow, and (iii) the Pond (as hereinafter defined) and any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s)-of-way at Fox Hollow Plat One or Fox Hollow Phase Two.

(b) To appoint the members of the Architectural Control Committee, in accordance with paragraph 2.1 hereof.
(c) To promote and seek to maintain the attractiveness, value and character of the residential lots in Fox Hollow Plat One and the property in Fox Hollow Phase Two 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 Fox Hollow.

(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 Fox Hollow Plat One and Fox Hollow Phase Two.

(e) To represent the owners of residential lots in Fox Hollow Plat One before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners in Fox Hollow Plat One and the property owners in Fox Hollow Phase Two.

(f) To collect and dispose of funds and assessments as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) of Fox Hollow.

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

(h) To acquire title from the Owner to any Common Areas in Fox Hollow Plat One or in any other subsequent recorded plat(s) of Fox Hollow.

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

(j) To maintain, repair, manage, insure, improve, clean and replace any
landscaping, signage, lighting or other amenities, including but not limited to the Fence (as hereinafter defined), intended for the common use and enjoyment of the residential lot owners in Fox Hollow Plat One and/or the property owner(s) in Fox Hollow Phase Two and located within the Fence Easement Area or the boulevard islands, if any, the cul-de-sac islands, if any, or any other portions of the public right(s)-of-way.

(k) To maintain, repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, located within the public right(s)-of-way at Fox Hollow Plat One and/or Fox Hollow Phase Two.

(l) 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 3.2; 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 3.2.

(m) 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, the Brick Yard Court Lots (as hereinafter defined) in accordance with Article VII hereof.

(n) 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 Fox Hollow.

3.3 Each member of the Association other than the Owner and the owner(s) of Fox Hollow Phase Two and their respective 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 vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote.

Notwithstanding the immediately preceding paragraph, so long as the Owner holds title to any residential lot(s) in Fox Hollow Plat One or in any subsequent plat of Fox Hollow as above-described, the Owner shall be entitled to four (4) votes for each residential lot owned by it. Further, notwithstanding said immediately preceding paragraph, the owner(s) of Fox Hollow Phase Two shall in all cases and for all purposes be entitled to twelve (12) votes. In the event that more than one person shall hold an ownership interest in Fox Hollow Phase Two, all persons holding such ownership interest shall be members of the Association and in such event, the vote for Fox Hollow Phase Two shall be exercised as the Owners among themselves determine, but in all events, the total votes applicable to Fox Hollow Phase Two shall be twelve (12). Where a vote is cast by one of two or more Owners of Fox Hollow Phase Two, the Association shall not be obligated to look to the authority of the member casting the vote.

ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Fox Hollow Phase Two shall be subject to a yearly assessment in such amount as may be annually determined by the Association; provided, however, that the amount of the yearly assessment against Fox Hollow Phase Two shall at all times be equal to twelve (12) times the annual assessment against each residential lot in Fox Hollow Plat One. For the calendar year 1992, the annual assessment against Fox Hollow Phase Two shall be equal to $1,200.00, i.e., twelve (12) times the 1992 annual assessment against each residential lot in Fox Hollow Plat One, and such amount may be reasonably adjusted from year to year in proportion to adjustments in the yearly assessment against residential lots in Fox Hollow Plat One, at the discretion of the Association.

4.2 Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding
calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. Further, Owner does not guarantee or make any representations regarding the sufficiency of such assessments for the purposes set forth herein.

4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties; provided, however, that the Association shall not expend an amount greater than $5,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority vote of the Association. Upon demand of any 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 or property, 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.

4.4 The payment of the annual assessments shall be the personal obligation of the owner or owners of each residential lot or property at the time when the assessment becomes due. As of the first day of the year in which an assessment is due, the Association shall have a lien upon Fox Hollow Phase Two to secure the payment of said annual assessment, and said lien of the annual assessments shall be prorated between the owners of parts of residential lots or properties in accordance with the proportion which the area of each part of a residential lot or property to which each owner holds record title bears to the total area of the residential lots or properties 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 Village of Fox Hollow Homeowners' Association claims a lien for unpaid annual assessments for the years _____________ in the amount of
$_______ against the following described premises:

(Insert Legal Description)

VILLAGE OF FOX HOLLOW
HOMEOWNERS' ASSOCIATION

By ______________________

STATE OF OHIO )
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ______ day of ______, 19___, by ______________________, the
VILLAGE OF FOX HOLLOW
HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

____________________________
Notary Public

4.5 In the event any of said annual 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 and enforce
against each residential lot or property 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 property 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 or property
shall not affect the assessment lien, or relieve the residential
lot or property from liability for any assessments or from the lien
thereof; provided, however, that the sale or conveyance of any
residential lot or property pursuant to foreclosure of a first
mortgage shall extinguish the lien of such assessment as to
payments which became due prior to such sale or conveyance.
ARTICLE V

EASEMENTS

5.1 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, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under (a) all of the areas designated with the words "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area", or with words of similar import, on Fox Hollow Plat One, and/or (b) the Fence Easement Area (as hereinafter defined) in Fox Hollow Phase Two, and along and upon all highways and rights-of-way now existing or hereafter established and abutting all the lots in Fox Hollow Plat One and/or Fox Hollow Phase Two. 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 Fox Hollow Plat One and/or Fox Hollow Phase Two from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of (i) the areas designated on Fox Hollow Plat One as "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area" or with words of similar import, on Fox Hollow Plat One, or (ii) the Fence Easement Area at Fox Hollow Phase Two; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

5.2 No owner of any residential lot or property in Fox Hollow Plat One or Fox Hollow Phase Two shall have the right to reserve or grant any easements or rights-of-way upon or over any of the residential lots or properties in Fox Hollow Plat One or Fox Hollow Phase Two without the prior written consent of the Owner, its successors and assigns.

5.3 The Owner reserves to itself, and to its successors and assigns, the exclusive right to extend any of the public rights-of-way in Fox Hollow Plat One to any Adjacent Property that may be made the subject of a subsequent plat or plats as an extension of Fox Hollow Plat One or to any other adjoining property owned by the Owner.
ARTICLE VI
COMMON AREAS; ETC.

6.1 Each member of the Association owning a residential lot in Fox Hollow Plat One, and each member of the Association owning, occupying or residing at Fox Hollow Phase Two or any portion thereof, in common with all other members of the Association, shall have the right to use the Common Areas at Fox Hollow Plat One for all purposes incident to the use and occupancy of such member's residential lot or property as a place of residence and other incidental uses including the non-exclusive easement together with other residential lot and property owners to the use and enjoyment of the Common Areas for such other incidental uses as are set forth in this Article VI. All members shall use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association.

6.2 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout Fox Hollow Plat One and Fox Hollow Phase Two, although contained within the public right-of-way, are intended to be treated as if such boulevard islands and cul-de-sac islands are part of the Common Areas. Said 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.

6.3 The Owner has constructed or intends to construct a pond or ponds on Fox Hollow Plat One (the "Pond"). The owners of residential lots at Fox Hollow Plat One and the owners, occupants or residents at Fox Hollow Phase Two shall not have any right to use the Pond for recreational purposes and such use shall be strictly prohibited, unless otherwise provided by the Association. Any necessary maintenance of the Pond shall be the responsibility of the Association. No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Pond. Reasonable rules and regulations governing the use of the Pond may be promulgated from time to time by the Owner, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all owners and occupants of lots or property.

6.4 No owner, occupier or resident of any residential lot or property shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such residential lot or property into the Pond, into any of the Drainage Easement areas shown on Fox Hollow Plat One, or into any other pond, lake or body of water at Fox Hollow Plat One, Fox Hollow Phase Two, 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 or property. In addition, under no circumstances shall the owner, occupier or resident of any
residential lot or property have the right to diminish, control or affect the level, volume, or amount of water in the Pond by means of irrigation or otherwise.

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

6.6 Notwithstanding the provisions of paragraph 3.2 and any designation of Common Areas on Fox Hollow Plat One or any plat of the Adjacent Property, neither the Association nor any owner of any residential lot or property shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots at Fox Hollow Plat One and the owners, occupants and residents of the property at Fox Hollow Phase Two 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.

6.7 The Owner has constructed or is in the process of constructing a decorative fence along certain portions of the Salisbury Road frontage of Fox Hollow Plat One and Fox Hollow Phase Two (the "Fence"). Accordingly, the Owner reserves to and for the benefit of itself and of the Association, and their respective successors and assigns, the exclusive right and easement for the construction, operation, maintenance, repair and replacement of the Fence over and across (a) the northerly (rear) five (5) feet of residential lots nos. 1-10, inclusive, in Fox Hollow Plat One, i.e., the area designated on Fox Hollow Plat One as "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement", and (b) that certain strip of land located along the northerly portion of Fox Hollow Phase Two and legally described on Exhibit B attached hereto and incorporated herein (the "Fence Easement Area"). Further, the Owner reserves to itself and to its successors and assigns, the right to go upon or permit any agent, representative, invitee or contractor of Owner, and its successors and assigns, to go upon said easement areas from time to time as may be necessary in connection with the construction, operation, maintenance, repair and replacement of the Fence. No owner of any residential lot or property shall have any right to remove, damage, deface, obstruct or interfere with the Fence, without the prior written consent and approval of the Owner, its successors and assigns, or the Association.
6.8 In connection with the development and platting of Fox Hollow Plat One and the development of Fox Hollow Phase Two, the Owner or its successors and assigns has granted or will grant certain drainage easements to the Board of Lucas County Commissioners over (a) portions of the areas designated on Fox Hollow Plat One as "Drainage" and "Drainage Easement" or with words of similar import, and/or (b) certain portions of Fox Hollow Phase Two. Included in the areas subject to these drainage easements are the Pond and any other bodies of water located on Fox Hollow Plat One, Fox Hollow Phase Two and/or on the Adjacent Property, and the associated storm outlets and overflow lines, lake level control lines, storm sewer outflow lines 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 Fox Hollow Plat One and Fox Hollow Phase Two. 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 in Fox Hollow Plat One and all property in Fox Hollow Phase Two 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 and property owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.

6.9 Buffer lots A, B and C have been conditionally dedicated to the Board of Lucas County Commissioners, for the public use, as set forth on Fox Hollow Plat One.

ARTICLE VII
SPECIAL MAINTENANCE PROGRAM

7.1 Notwithstanding anything else contained herein, the Owner intends to cause the Association to provide certain special management, maintenance and cleaning services to residential lots nos. 1-22, inclusive, located on Brick Yard Court in Fox Hollow Plat One (the "Brick Yard Court Lots"). These services shall consist of the cutting, mowing, trimming and maintenance of lawn areas and bushes, shrubbery and landscaping on the Brick Yard Court Lots, and the removal and shoveling of snow from driveways and front sidewalks of all residence dwellings on the Brick Yard Court Lots. Such services may be performed by the Association, or the Association may contract with third parties for the performance of such services. From and after the date of recording of this Declaration until December 31, 1991, such services shall be required to be provided. Commencing on January 1, 1992, and on a
year-to-year basis thereafter, said owners of the Brick Yard Court Lots shall determine, by majority vote, whether or not the Brick Yard Court Lots shall participate and take part in the above-described maintenance program.

7.2 The owners of the Brick Yard Court Lots shall be responsible for the payment of each such residential lot's pro rata share (i.e., 1/22) of the cost of all services provided under the above-described maintenance program, and no other residential lot or property shall have any responsibility for the cost of such services. The Association shall assess for and collect each Brick Yard Court Lot's pro rata share of the cost of such services on a monthly basis, in accordance with the rules and regulations referred to in paragraph 7.3 hereof.

7.3 From time to time, the Association shall adopt rules and regulations more specifically describing the terms and conditions of the above-described special maintenance program for the Brick Yard Court Lots.

ARTICLE VIII
DURATION OF RESTRICTIONS; AMENDMENTS

8.1 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, 2011, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

8.2 This Declaration may be amended prior to December 31, 2011 with the written approval of the then owners of not less than 60% of the votes in the Association, 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 or property owners with the formalities required by law. This Declaration may be terminated as of December 31, 2011 and may be amended or terminated thereafter with the written approval of the then owners of not less than 50% of the votes in the Association upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio. As set forth in paragraph 3.3 hereof, for voting purposes, the Owner(s) of Fox Hollow Phase Two shall be deemed to have twelve (12) votes in the Association.

ARTICLE IX
ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

9.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, the Association or any person or persons owning any
residential lot or property 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.

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

9.3 All transfers and conveyances of each and every 
residential lot in Fox Hollow Plat One and all transfers and 
conveyances of Fox Hollow Phase Two or any portion thereof shall be 
made subject to this Declaration.

9.4 Any notice required to be sent to any owner of a 
residential lot in Fox Hollow Plat One or to any owner of Fox 
Hollow Phase Two or portion thereof or to the Owner or to the 
Architectural Control Committee or to the Association shall be 
deemed to have been properly sent when mailed, postpaid, to the 
last known address of the person who appears as such owner or to 
the Owner or to any member of the Architectural Control Committee 
or to 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.

9.5 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.

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

9.7 No owner of any residential lot or property at Fox 
Hollow Plat One or Fox Hollow Phase Two shall subdivide the same or 
convey less than the whole thereof without first obtaining the 
written consent of the Owner, its successors and assigns, or the 
Association.

9.8 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.
9.9 Each residential lot or property owner, by acceptance of a deed to a residential lot or property, 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 or property 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 Fox Hollow Plat One, 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 or property so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

9.10 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 properties, or which would cause this Declaration to cease being beneficial to the owners of such residential lots or properties, the Owner, its successors and assigns, after receiving the written approval of the owners of not less than 60% of the vote of the Association, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected residential lot or property owner. The provisions of this paragraph 9.10 shall not be construed as a limitation upon the right of the Owner to modify the provisions of this Declaration as provided in paragraph 9.9 nor shall it limit the provisions of Article VIII hereof.

9.11 By acceptance and recording of a deed to a residential lot or property in Fox Hollow Plat One or Fox Hollow Phase Two, each residential lot or property 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 merchantability, fitness or suitability of Fox Hollow Plat One or Fox Hollow Phase Two for the construction of structures, residences or improvements with respect to any improvements on the Common Areas (whether or not constructed by the Owner), or otherwise with respect to Fox Hollow Plat One or Fox Hollow Phase Two other than as expressly stated in writing (a) by the Owner to the residential lot or property owner; (b) in this Declaration; or (c) in the Articles of Incorporation or Code of Regulations (if any) of the Association and each residential lot or property owner, by the acceptance and recording of a deed to a residential lot or property, hereby releases the Owner from any liability with respect thereto. Furthermore, the Owner is under no obligation or duty to inspect, maintain or otherwise care for property designated as
Common Area, any equipment erected or maintained thereon nor any easement over any Common Area, and the owners of residential lots and properties 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.

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

9.13 As used in this Declaration, the term "owner" shall be defined to mean the record title owner.
IN WITNESS WHEREOF, Miller-Monclova Properties, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 8th day of April, 1992.

Signed and acknowledged in the presence of:

[Signatures]

MILLER-MONCLOVA PROPERTIES

By Miller Diversified, Inc., an Ohio corporation, General Partner

By Christopher J. Miller
President

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 9th day of April, 1992 by Christopher J. Miller, the President, of Miller Diversified, Inc., an Ohio corporation, as general partner of Miller-Monclova Properties, an Ohio general partnership, on behalf of the partnership.

[Notary Public Signature]

This instrument prepared by:
Joseph A. Rideout
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

My Commission Expires Sept. 2, 1993
MORTGAGEE'S CONSENT

The undersigned Mid-American National Bank and Trust Company, an Ohio corporation, the holder of a certain open-end mortgage encumbering the lands included in Fox Hollow Phase Two, which mortgage is dated August 2, 1990 and recorded at File No. 90-1028B07 of the Lucas County, Ohio Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Rights and Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subject the above-described mortgage to the provisions of the foregoing Declaration of Rights and Restrictions.

IN WITNESS WHEREOF, the undersigned Mid-American National Bank and Trust Company, has caused this consent to be executed by its duly authorized officers as of April 29, 1992.

Signed and acknowledged in the presence of:

[Signature]

MID-AMERICAN NATIONAL BANK AND TRUST COMPANY

By [Signature]

James H. Kessler
Its Vice President

By [Signature]

Joseph J. Vedra
Its Senior Vice President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by James H. Kessler, the Vice President, and Joseph J. Vedra, the Senior Vice President of Mid-American National Bank and Trust Company, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

COLLEEN M. CRISMAN
Notary Public, State of Ohio
By Commission Expires Jan. 29, 1997

This instrument prepared by:
Joseph A. Rideout
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

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EXHIBIT "A"

A parcel of land being part of the Southwest ¼ of Section 27, Town 2, United States Reserve on the Twelve Mile Square at the foot of the Rapids of the Miami of Lake Erie, Monclova Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of a line drawn 65.00 feet Southerly of and parallel with the centerline of Salisbury Road, as it now exists, with the West line of Lot 1, in Briarfield Business Park, as recorded in Volume 129, pages 18 through 20, Lucas County Plat Records; thence in a Southerly direction along said West line of Lot 1, in Briarfield Business Park, having an assumed bearing of South 00°, 10', 14" East, a distance of 420.00 feet to the intersection of the Northerly plat line of the Village of Fox Hollow Plat One, as recorded in Volume 128, pages 85 through 87, Lucas County Plat Records; thence South 89°, 44', 35" West along said Northerly plat line of the Village of Fox Hollow Plat One, a distance of 390.72 feet to the intersection of the Easterly plat line of said Village of Fox Hollow Plat One, the following five courses follow on and said Easterly plat line of the Village of Fox Hollow Plat One, said Easterly plat line of the Village of Fox Hollow Plat One also being a line drawn 40.00 feet Easterly of and parallel with the centerline of Manley Road, as it now exists; thence North 00°, 15', 25" West, a distance of 91.07 feet to a point of curve; thence along an arc of curve to the left, an arc distance of 70.09 feet to a point of tangency, said arc of curve to the left having a radius of 752.43 feet, a central angle of 05°, 20', 13", a chord distance of 70.06 feet and a chord bearing of North 02°, 55', 32" West; thence North 05°, 35', 38" West, a distance of 100.00 feet to a point of curve; thence along an arc of curve to the right, an arc distance of 74.80 feet to a point of tangency, said arc of curve to the right having a radius of 432.40 feet, a central angle of 09°, 54', 40", a chord distance of 74.70 feet and a chord bearing of North 00°, 38', 18" West; thence North 04°, 19', 02" East, a distance of 144.82 feet to a point; thence North 52°, 04', 02" East along a line, a distance of 13.45 feet to the intersection of said line drawn 65.00 feet Southerly of and parallel with centerline of Salisbury Road, as it now exists; thence South 80°, 10', 58" East along said line drawn 65.00 feet Southerly of and parallel with the centerline of Salisbury Road, as it now exists, a distance of 388.20 feet to the Point of Beginning.

Said parcel of land containing an area of 180,753 square feet or 4.15 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

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RECEIVED &Recorded

MAY 08 1992 24
SUE RIOUX
RECORDer.LUCAS COUNTY.OHIO

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Dad Lawrence Boy 51
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