Foxwood Villas

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DECLARATION OF RESTRICTIONS

FOR

FOXWOOD VILLAS

CITY OF TOLEDO, LUCAS COUNTY, OHIO

The DECLARATION OF RESTRICTIONS adopted by LYNX DEVELOPMENT GROUP, LTD., an Ohio Limited Liability Company, hereinafter called “Developer”, and FOXWOOD VILLAS, an Ohio non-profit corporation, hereinafter called “Association”, on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the Plat of Foxwood Villas, a Subdivision in the City of Toledo, Lucas County, Ohio as shown on the recorded plat of same recorded at Volume ___, Page ___, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called “the subdivision” or “Foxwood Villas”); and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots (“lots” or “residential lots”) in Foxwood Villas, and any and all future plats of Foxwood Villas; and

WHEREAS, Association will be the record owner of all those areas designated as Lots “A”, “B” and “C” (sometimes also “Common Areas”) on the plat including any portion thereof used for utility purposes, as well as recreational, landscaping, drainage and open space purposes; and

WHEREAS, Foxwood Villas is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of community development plan do for themselves, their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the plat, shall hereafter be conveyed by them, their respective successors and assigns, subject to the following restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

The Developer will create the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named “Foxwood Villas Homeowner’s Association, Inc.”. The
owners of parcels in Foxwood Villas and all persons who hereafter acquire title to such parcels shall be members of the Association. Upon the sale and conveyance by the Developer of all parcels of the Foxwood Villas and all future plats, if any, of Foxwood Villas or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein.

RESTRICTIONS

All transfers and conveyance of each and every lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until October 18, 2029, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to October 18, 2004, or may be amended or terminated after October 18, 2029, by the Developer unilaterally as long as it owns at least one lot in the subdivision or by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof as the case may be, signed and acknowledged by the Developer or by the then owners of at least two-thirds (2/3) of said lots, as the case may be, with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined, or the owner of any lot in Foxwood Villas shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in
enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall no abrogate or validate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rules imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect in any manner, the validity, enforceability or effect of any other provision contained herein, all of which shall remain in full force and effect.

**RESIDENTIAL LOTS**

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single-family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages. Group homes are specifically deemed not to be “single family dwellings” purposes.

The Thirty-three (33) residential lots located as shown on the plat shall be residential lots and the remainder of the real estate included in the plat designated as Common Areas shall, except as otherwise provided for herein, be used exclusively for drainage, landscaping and/or utility and open space purposes as shown the plat.

Each single-family residential lot in Foxwood Villas shall contain at least twelve hundred (1200) square feet.

All Thirty-three (33) lots in the plat can be characterized as single-family sites, the Developer intends to develop the lots as single family lots.

**ARCHITECTURAL CONTROL**

No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways, landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been approved in writing by the architectural control committee (hereinafter sometimes called “committee”).

Such detailed plans and specifications shall show the size, location, type, architectural design,
quality, cost, use, materials, construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

If approved by the committee and the Association, patios, open porches, decks, enclosed porches or sunrooms, walkways, privacy screens and shrubbery which service a particular dwelling may be added if approved by the Committee and the Association.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the subdivision (exclusive of garages, basements, if any, and patios) shall be twelve hundred (1200) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Foxwood Villas as an architecturally harmonious, artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner per developers discretion.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans. Such master plan for landscaping shall be filed with the Association. Fences shall only be permitted per developers discretion.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials. Included within such established theme are conditions that at least one (1) gable of each structure within the subdivision must be brick, with any remaining exterior covered by vinyl siding, except for garage doors.

There shall be no lawn ornaments of any kind without approval from the architectural control committee including rocks, bird baths, wind chimes, gazing balls and shepherd hooks, etc.

In approving or withholding approval of any detailed plan and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the 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 lots in the subdivision as a whole. Any determination made
by the architectural control committee in good faith shall be binding on all parties of interest.

The architectural control committee shall consist of three individuals or members. All decisions of the architectural control committee shall be made by a simple majority vote of the members. Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the architectural control committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements.

Until such time as Developer has conveyed to others all residential lots and dwelling owned by it in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision or lots advertising the sale of property in the subdivision.

FOXWOOD VILLAS HOMEOWNERS' ASSOCIATION

All owners of lots in the subdivision (and any plats of same of any adjacent property) and all persons who thereafter acquire title to a residential lot in the subdivision (as so potentially expanded) shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot.

Each member of the Association, in common with all other members as owners of residential lots in the subdivision shall have the right to use the Common Areas in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses; provided, however, under no circumstances will any owner have a right of access or easement over any portion of the Common areas except as granted in the plat, herein or by the Committee subsequent hereto.

All members shall not use the Common Areas in such manner as will restrict, interfere,
impede with the use thereof by other members of the Association and their respective families, guest, invitees, and servants except to the extent that the committee has formally approved the extension into any portion thereof immediately adjacent to dwellings erected upon a residential lot of patios, open porches, decks, walkways, privacy screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

ASSESSMENTS

For the calendar year 2005 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal quarterly installments on or before the first day of each third month during the calendar year for which the assessment is levied.

Commencing in 2005, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice or Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association’s responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas, including but not limited to, the watering of all landscaping, and the maintenance of any lighting facilities and building placed thereon as well as for snow removal on all driveways and sidewalks in each lot. In addition,
the Association shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on the lots pursuant to a separate meter or meters for the maintenance and repair of any private drainage and utilities servicing the subdivision. If so entrusted with such responsibilities, or any other maintenance responsibilities for property in Foxwood Villa subdivision, other than Common Areas (such as all landscaping throughout the subdivision), the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and thereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

**USE AND ACTIVITIES**

With the exception of developer's model home(s), no portion of any residential lot or structure thereon shall be used or permitted to be used for commercial business purposes and no noxious, offensive or unreasonably disturbing activities shall be carried upon any part of the subdivision, nor shall anything be done thereon which may become an annoyance or nuisance in the subdivision.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

All pets must be approved by the Association and suitably maintained and housed within the
residential dwelling kept by the owners or owner of the dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to a permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems which properly function to maintain the lawn in compliance with the standards of the architectural control committee or Association. The Association shall therefore determine how often and when the lots are watered or sprinkled to assist the Association with maintenance and care of the grounds.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the architectural control committee or Association.

THE POND

Developer has or shall construct a storm water detention pond on a portion of Lot “A” “B” and “C” of the Plat (“Pond”) to be used as a drainage facility for all lots in the subdivision.

DEVELOPER RESERVATION OF RIGHTS AND
GRANT OF COMMON WALL EASEMENTS

Developer shall have the exclusive right to consent and grant easement and rights of way for the construction, operation and maintenance of any drainage facilities, electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the Common Areas designated on the plat and along and upon all highways now existing or hereafter established and abutting the subdivision.

Developer hereby reserves a perpetual non-exclusive easement over and under Common Area Lot “A” “B” and “C” for purposes of constructing and maintaining therein storm drainage lines to service the subdivision at such location as selected by Developer. Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision
from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Developer also hereby reserves the right to expand the subdivision to include property immediately adjacent to the plat and to include such adjacent property within the subdivision under subsequent plats. Such additional lots shall be subject to restrictions similar to those contained in this Declaration, and all such additional lot owners shall thereupon become members of the Association.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the Common Areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until January 1, 2006, Developer shall maintain all Common Areas in the subdivision as herein required and guarantee to all lot owners that the annual assessment herein provided per lot shall for said Calendar year of 2005 the sum of Eighty dollars ($80.00). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.
It is agreed and understood that the Association as well as any and all parties hereafter becoming homeowners and Association Members, agree to hold harmless Lynx Development Group or any of the original Foxwood Villas Association Trustees for any and all action taken on behalf of said Association.

IN WITNESS WHEREOF, Lynx Development, Ltd., an Ohio limited liability company, and Foxwood Villas homeowners’ Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 16th day of October, 2004.

WITNESSES:

LYNX DEVELOPMENT GROUP, LTD.,
An Ohio Limited Liability Company

FOXWOOD VILLAS ASSOCIATION INC.
An Ohio non-profit corporation

Daniel LaCourse, Trustee

Mark LaLonde, Trustee

Victor Markowitz, Trustee
STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this 18th day of October, 2004, by Daniel LaCourse, Mark LaJoie and Victor Markowitz, Trustees of Foxwood Villas Association Inc., an Ohio non-profit corporation.

Notary Public

[Signature]

Amy S. Adams
Notary Public, State of Ohio
My Commission Expires 10/21/10
Foxwood Villas
Amended & Restated
Restrictions

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AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR
FOXWOOD VILLAS
SUBDIVISION IN THE CITY OF TOLEDO
LUCAS COUNTY, OHIO

This AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ("Declaration") is hereby adopted by LYNX DEVELOPMENT GROUP, LTD., an Ohio limited liability company who took title as Lynx, Ltd., hereinafter called ("Developer") and FOXWOOD VILLA HOMEOWNER'S ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called ("Association"), as of this 25th day of July, 2005.

WITNESSETH THAT:

WHEREAS, Developer is the owner of all of the lots (except for lots of consenting lot owners set forth at the end of this Declaration) in the recorded Plat ("the Plat") of Foxwood Villas Subdivision ("Foxwood" or "the Subdivision") in the City of Toledo, Lucas County, Ohio, which Plat is recorded in, Official Record 2004-0927-0078608, of the Lucas County, Ohio Record of Plats;

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the residential lots ("lot or lots") in the Plat and which has been formed for the purpose of taking title to Common Lots "A", "B" and "C" in the Subdivision and eventually managing the Subdivision; and

WHEREAS, Foxwood is intended to be a first-class, quality single-family residential subdivision (sometimes "subdivision" herein) developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Code of the City of Toledo, Lucas County, Ohio; and

WHEREAS, Developer previously executed and recorded a certain Declaration of Restrictions for the Subdivision at Microfiche #2004-0565128, et seq., ("Previous Declaration"), which Developer wishes to replace in its entirety with this Declaration so that with the recording of this Declaration said previous Declaration will be of no further force and effect whatsoever.

NOW, THEREFORE, Developer and the Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, do for themselves and their respective successors and assigns, hereby revoke the Previous Declaration in its entirety and declare, covenant and stipulate that all the property as shown on the Plat (except that it is expressly stipulated that these restrictions will not apply to Lots "A", "B" and "C" unless specific mention is made with respect thereto) shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede the Previous Declaration and any and all restrictions heretofore enforced on said property by any other instrument.

ARTICLE I
USE OF LAND

1.1 -- RESIDENTIAL LOTS. All of the lots except for the Buffer Lot "D" and Lots "A", "B" and "C" located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 1,500
sq. ft. of living area for a two (2) story structure or 1,200 sq. ft. for a one (1) story structure (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 -- Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted if all governmental approvals for same have first been obtained. Not more than one single-family residence shall, however, be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer.

1.3 -- Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Plat, nor shall anything be done within the Plat which may be or become an annoyance or nuisance in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 -- Completion of Structures. Lot owners shall commence construction of a residence on a lot within one (1) year after receiving title to a lot, and all residences must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 -- Pets. No more than two (2) dogs, cats or other household pets (all of which shall first be approved by the Developer in writing) suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer and/or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer and/or the Association. Pit Bulls and other vicious animals are strictly prohibited in Foxwood.

1.6 -- Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 -- Miscellaneous. Except for any Developer's sales trailer, no trailer, basement, tent, garage, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time shall any shack, shed, tent, barn or other outbuilding be permitted to be located or placed on any lot within Foxwood. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof unless approved by the Developer at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the
garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 -- SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, clear glass storm doors, signs, fences, walls, driveways, hedges, garages and basements) to be constructed and/or situated on any residential lot within the Plat shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. Under no circumstances shall prefabricated, manufactured, or modular homes or residences be approved for or constructed within the Plat. No sheds or other such buildings shall be permitted within the Subdivision.

2.2 -- ARCHITECTURAL STANDARDS, HARMONYOUS PLAN. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Foxwood as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Foxwood taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the aesthetic standards of the community. Without limiting any of the foregoing, all approved attached garages shall be front-loading, except for corner lots which may be side loading.

2.3 -- LOCATION OF STRUCTURES. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or other rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porte-cochere, and other similar projections of any dwelling.

2.4 -- MAXIMUM HEIGHT. No structure constructed or erected within the Plat shall be greater than two and one-half (2½) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 -- SWIMMING POOLS AND OTHER ABOVE-GROUND IMPROVEMENTS OR PROPERTY. Except for compatibly colored television receiving dishes, no greater than 24 Inches in diameter, and located on a residence so as to not be visible from the street, no above or in-ground swimming pools, radio or television receiving equipment, enclosures or other removable personal property of any kind shall be permitted, installed or maintained on any residential lot.

2.6 -- DRIVEWAYS AND SIDEWALKS. The owner of each lot in the Plat shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot (which shall be placed through the driveway as appropriate) at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to do so construct such public sidewalks shall be subject to a lien against the particular lot in question in the
Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the Plat shall be concrete. The location and design of all driveways, if not now established, shall be determined by Developer in its sole discretion. Location and specifications for construction of any driveway, which shall be concrete, shall be submitted to Developer and their approval thereof endorsed thereon in writing.

2.7 -- BUILDING LINES AND LANDSCAPING. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 2.3 hereof, as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations (to be located in the rear of any lot and with prior written Developer approval), for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any residential lot, until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

2.8 -- ESTABLISHMENT OF GRADES. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Foxwood. Deviations from such established grades is strictly prohibited unless approved by the Developer in writing.

2.9 -- BASKETBALL BACKBOARDS. No basketball backboard shall be erected anywhere within the Subdivision.

2.10 -- MAILBOX AND/OR PAPER DELIVERY. The Developer shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and standard and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 -- FENCING. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any residential lot, nor shall a hedge be erected, placed or suffered to remain upon any residential lot or within the Subdivision except that installed by Developer or invisible fences.

2.12 -- CONSTRUCTION IN VIOLATION OF APPROVED PLAN. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, and erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same. In the event of a successful action to cure any breach or violation of these restrictions as stated above, the defaulting party-owner shall pay all costs and expense of bringing such an action including, but not limited to, the attorneys' fees incurred by the party or parties instituting such an action.

2.13 -- POWER OF ATTORNEY. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by either one of the
above-named Developers or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deeds on behalf of Developer shall be sufficient.

2.14 -- THE FOXWOOD VILLA HOMEOWNER’S ASSOCIATION, INC. ("Association") The Developer has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Foxwood Villa Homeowner’s Association, Inc." The owners of lots in Foxwood and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all residential lots in the Plat and future plats, if any, of Foxwood, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Developer may at any time previous to the sale and conveyance of all of said lots at their option so assign the aforesaid rights, privileges and powers to the Association. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat, and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and all future plats, if any.

2.15 -- ASSOCIATION SERVICES AND EASEMENTS FOR SAME. It shall be the duty of the Association for which there will be assessed an expense to be prorated amongst the lot owners in equal parts, all costs incurred by the Association in mowing all the lawns on all lots (including "A", "B" and "C") within Foxwood and removing snow from the sidewalks and driveways servicing any lot within the Subdivision. Each lot owner by acceptance of a deed to his or her lot, hereby grants non-exclusive perpetual easements in favor of the Association, its designees, agents and employees, over and across those portions of their respective lot covered by such lawns, driveways and sidewalks for the purposes of conducting such lawn mowing and snow removal operations. Failure of a lot owner to pay all fees and costs associated and incurred in connection with such lawn maintenance and snow removal operations will entitle the Association to the rights provided for under Section 2.16 of this Declaration.

2.16 -- MAINTENANCE CHARGES. Each and every lot in the Plat shall be subject to a maintenance charge in the amount established by the Association, initially Nine Hundred Sixty Dollars ($960.00) annually (such assessment shall be on a per lot basis), payment to be made in equal quarterly installments on the first day of April, 2005 and the first day of each third (3rd) month thereafter during each calendar year for such calendar year commencing January 1, 2005. The Association shall have a lien perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within thirty (30) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Developer be responsible for any assessments on any lot owned by Developer to the Association.

At the time of an acquisition of any lot from the Developer, a Two Hundred Dollar ($200.00) initial contribution payment shall be made payable to the Association by every lot owner(s) so acquiring such lot for working capital to pay common expenses.

"NOTICE OF LIEN"

Notice is hereby given that The Foxwood Villa Homeowner’s Association, Inc. claims lien for unpaid annual assessments for the year(s) _______ in the amount of $______________ against the following described premises:

(In Insert Legal Description)

THE FOXWOOD VILLA HOMEOWNER’S ASSOCIATION, INC.,

an Ohio non-profit corporation

By: ________________________________
The foregoing instrument was acknowledged before me this ___ day of __________, 20__ by __________________ , an Ohio non-profit corporation, on behalf of said corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common elements or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer or any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot 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 transfer. No sale or transfer shall relieve such lot from liability for any assessments therefor becoming due or from the lien thereof. Said charges and assessment shall be levied against all lots in Foxwood and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Foxwood, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association’s right and duties under the within Declaration of Restrictions.

ARTICLE III
EASEMENTS

3.1 -- RESERVATION OF EASEMENT RIGHTS. Developer reserves to themselves, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Foxwood, over, below or under all of the areas designated as “Utility or Drainage Easements”, or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserves to itself, and to its heirs and assigns, a fifteen (15) foot access easement over lots 14 and 15 on the Plat as shown on the Plat for the sole and exclusive purpose of permitting from time to time access by maintenance vehicles or equipment when and as Lot “C” needs maintenance, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as “Access”, “Utility or Drainage Easement”, or with words of similar import, upon the Plat. The term “structures” as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, their heirs and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer’s rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer’s rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of
such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

3.2 — EASEMENT IN FAVOR OF ALL LOT OWNERS. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon "A," "B," and "C" perpetual non-exclusive drainage easements in favor of all lot owners in Foxwood, the Association, themselves, and all of its respective successors, heirs and assigns for purposes of permitting the flow of storm water drainage into said lots "A," "B," and "C," and the placement of storm water drainage facilities thereupon, and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall anything other than storm water be permitted to be drained into said lots from the remainder of the Subdivision pursuant to these easements first granted.

3.3 — LOT 14 WATER METER EASEMENT. Developer hereby further reserves a perpetual non-exclusive easement on Lot 14 of the Subdivision in favor of the Association to place a water meter and apparatus on said Lot 14 in a location to be determined by Developer, which location may include being located on a structure, to service the only cul-de-sac in the Subdivision which is shown on the Plat. The Association hereby agrees to timely reimburse or pay the owner of Lot 14 for all water bills associated with said meter which will be used to monitor water usage for said cul-de-sac area.

ARTICLE IV
DURATION OF RESTRICTIONS, AMENDMENTS

4.1 — TERM. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the 1st of January, 2025 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2 — AMENDMENTS. These covenants and restrictions may be amended or revoked by the Developer unilaterally or with the approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the Plat, 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 the Developer or all necessary approving lot owners, as the case may be, with the formalities required by law.

ARTICLE V
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 — VIOLATIONS UNLAWFUL. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, 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 restrictions 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.

5.2 — SAVINGS CLAUSE. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

5.3 — TRANSFERS SUBJECT TO RESTRICTIONS. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

5.4 — NOTICES. Any notice required to be sent to any owner of a residential lot or any part thereof to Developer 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 Developer or to the Association as the address as first indicated above.

5.5 — NO WAIVER OF VIOLATIONS. 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.
5.6 -- WAIVER OF RESTRICTIONS BY DEVELOPER. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

5.7 -- PARAGRAPH HEADINGS. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

The undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

LYNX DEVELOPMENT GROUP, LTD,

an Ohio limited liability company

By

, Member

State of Ohio, County of Lucas, ss;

The foregoing instrument was acknowledged before me this 29 day of July, 2005, by

, Member of Llynx Development Group, Ltd. an Ohio limited liability company, on behalf of said company.

Notary Public

LILJANA J. MAY

Notary Public, State of Ohio
My Commission Expires 1/6/09

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CONSENT OF OTHER RECORD TITLEHOLDERS

The undersigned, hereby consent to the execution and recording of the foregoing Declaration of Restrictions and all of the terms and conditions set forth therein.

Joanne McMahon, unmarried

Joyce Sparks, unmarried

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 30th day of July, 2005, by Joanne McMahon, unmarried.

Notary Public

REBECCA S. CARLSON
Notary Public, State of Ohio
Commission Expires 7/10/07

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 30th day of July, 2005, by Joyce Sparks, unmarried.

Notary Public

This instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

KATHLEEN B. BUTLER
Notary Public, State of Ohio
Commission Expires 8/28/06