NORTHWYCK
FIRST
EXTENSION

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DECLARATION OF RESTRICTIONS
AS TO NORTHWYCK FIRST EXTENSION
A SUBDIVISION IN THE CITY OF TOLEDO
LUCAS COUNTY, OHIO

RYAN HOMES, INC., a Pennsylvania Corporation licensed to do business in the State of Ohio, located at 2600 N. Reynolds Rd., Toledo, Ohio, has caused to be duly laid out, approved, adopted and recorded in Volume 68, page 44, of the Plat Records in the office of the County Recorder of Lucas County, Ohio, a certain plat designated as Northwyck First Extension (hereinafter called the "Plat"), a Subdivision in the City of Toledo, Lucas County, Ohio (hereinafter called "Northwyck First Extension"). RYAN HOMES, INC., is now the owner of all the lots in the Plat, and proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of the Plat and all of the lots thereof, and shall run with the land for the benefit of RYAN HOMES, INC., and all subsequent owners of lots in the Plat and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in the Plat, shall be and are as follows:

ARTICLE I

General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.
4. The word "plot" as used in this Declaration of Restrictions is intended to mean any parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The words "mobile home" as used in this Declaration of Restrictions are intended to mean any house car, house trailer, or similar mobile unit which may be used for dwelling or sleeping purposes.

7. RYAN HOMES, INC., shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

8. RYAN HOMES, INC., shall not be or become liable to any owners of any plot in the Plat or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that RYAN HOMES, INC., shall be liable only for his own gross negligence or willful misconduct.

9. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of RYAN HOMES, INC., its successors or assigns.
10. 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.

11. If, in the opinion of RYAN HOMES, INC., the shape of, dimensions, number of structures or topography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, RYAN HOMES, INC., may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

12. In the event of a material change in conditions or in circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of plots in said addition, or which would cause such restrictions to cease being beneficial to the owners of such plots, then RYAN HOMES, INC., its successors and assigns, after written notice given by mail to the owners of plots in the Plat, and after the written approval of the holders of record title to more than 50% of the total area in Northwyck First Extension is given, RYAN HOMES, INC., may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all plot owners. The provisions of this item 12 shall not be construed as a limitation upon the right of RYAN HOMES, INC. to modify the provisions of this Declaration of Restrictions provided for in item 11 above.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in Northwyck First Extension shall be used for residential purposes only and for no other purposes. Except as provided in item 2 of this Article II, no more than one residence shall be built upon any one plot.
2. Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building. Garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, trailer, mobile home or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any mobile home, residence or other structure of a temporary character be permitted on any lot, except that those structures approved by RYAN HOMES, INC., as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by RYAN HOMES, INC. If materials other than stone, brick or lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing by RYAN HOMES, INC., its successors and assigns.

4. No structure or building, or part thereof (including porches, verandas, porte-cochere', or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on the Plat and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from RYAN HOMES, INC., as hereinafter provided. No fences shall be erected or maintained upon any lot or plot in excess of 4 feet in height or nearer the front line of such lot or plot than the front building line shown on the Plat.
5. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonable disturb the peaceable use of adjoining premises.

6. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or, otherwise, shall be erected or maintained upon said premises or any building thereon without the consent of RYAN HOMES, INC., being first obtained in writing. The right is reserved by RYAN HOMES, INC., its successors and assigns, to erect such structures or signs on any unsold lots or plots.

7. No animals, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that RYAN HOMES, INC., its successors and assigns, may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants or other lots or plots in said addition.

8. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power shears and similar equipment, shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to 9:00 a.m. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

9. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within a garage or the basement
of a dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by RYAN HOMES, INC.

ARTICLE III

Approval of Plans

1. RYAN HOMES, INC., its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to, fences, swimming pools, signs, walls, automobile driveways), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. RYAN HOMES, INC., hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by RYAN HOMES, INC., or by its successors or assigns, evidencing the fact of such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder.

2. No structure or building, swimming pool, fence, hedge, wall or enclosure of any kind shall be erected or maintained upon any of said plots unless and until there has been filed with RYAN HOMES, INC., plans and specifications for such structure or building, completely showing, among other things, its locations upon the plot, materials of which it is to be constructed, the type and style of architecture, the grading of the plot, including the grade elevations of the structure or building, the location of driveways or walks, and all other information which RYAN HOMES, INC., may require or request.
No building shall be started or grading of the plot undertaken or other work done upon the premises until the written approval of RYAN HOMES, INC., has been secured therefore.

3. RYAN HOMES, INC., reserves the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Northwyck First Extension.

4. In all instances where plans and specifications are required to be submitted to and are approved by RYAN HOMES, INC., if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

RYAN HOMES, INC., reserves to itself, and to its successors and assigns, and exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all of the area designated as "utility easement", "sewer easement" or with words of similar import on the Plat and along and upon all highways now existing or hereafter established and abutting all the plots in said Northwyck First Extension. RYAN HOMES, INC., also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Northwyck First Extension from time to time to install and maintain such equipment, and to trim trees and shrubbery which may
interfere with the successful and convenient operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement", "sewer easement" or with words of similar import upon the Plat. The terms "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

No owner of any plots in Northwyck First Extension shall have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in the Plat without the written consent of Ryan Homes, Inc.

ARTICLE V

Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners and their heirs, successors and assigns, and all land in said Northwyck First Extension until the first day of January, 1995, after which time said covenants shall be automatically extended for successive periods of ten years each unless the record owners of a majority of the land comprising the Plat, exclusive of streets, agree in writing to change said restrictions in whole or in part. The said restriction changes shall become effective from and after the time an instrument in writing, executed by the said record owners with the formalities then required by the State of Ohio for the execution of deeds, setting forth the changes so agreed upon, is filed for record with the Lucas County, Ohio Recorder.
ARTICLE VI

Right to Enforce

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, RYAN HOMES, INC., its successors and assigns, is granted the right to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how may such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, RYAN HOMES, INC., shall be assignable and shall inure to the benefit of the successors and assigns of RYAN HOMES, INC.

IN TESTIMONY WHEREOF, the parties hereto have set their hands this 7th day of November, 1972.

Signed by RYAN HOMES, INC., John Kolar, Vice-President and James Morgens, Asst. Secretary, as owners of Lots #74, 82, 87, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 103, 105, 107, 108, 113, 115, 117 and 128.

Two witnesses.
Acknowledged November 7th 1972 by said corporation, by said officers, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record December 1st 1972 and recorded in Volume 2595 of Mortgages, page 260.