Park Place of Sylvania
Plat Three
and 1st Amendment

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARK PLACE OF SYLVANIA, PLAT THREE
SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

The undersigned BRINT PARK HOLDINGS, LLC, an Ohio limited liability company (hereinafter referred to as "Developer"), as Developer of real property known as Park Place of Sylvania, Plat Three (lots 49 through 70) Sylvania Township, Lucas County, Ohio and referred to herein as the "Subdivision", imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

DECLARATIONS

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them until December 31, 2014, at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots in the Subdivision it is agreed to change said covenants, conditions, restrictions and assessments in whole or in part:

Article 1. Use Restrictions

1.01 Lot Use. Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only, other than common area lots (Lot F). No building, structure or outbuilding of any kind shall be erected, placed or maintained on any Building Lot other than one (1) single-family residential dwelling and private garage, which shall be made an integral part of the residence. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 Architectural Control Committee Approval. No residence, building, addition to residence, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 Construction of Residential Dwellings Units. All original Residential Dwellings Units constructed on any vacant Building Lot within the Subdivision shall be constructed by Brint Park Holdings, LLC or its successors and assigns.

1.04 Remodeling, Additions and Other Improvements. Any remodeling, additions or improvements to the original Residential Dwelling Unit done after the initial construction is
completed and dwelling unit is occupied, may be done by other contractors as long as such contractors are approved by the Developer or it's successors and assigns and the remodeling, addition or improvements have been approved by the Architectural Control Committee per Article 1.02 above.

1.05 **Sheds/Storage Buildings.** No detached storage buildings, sheds or like buildings shall be permitted on any Building Lot, unless otherwise approved by the Architectural Control Committee.

1.06 **Satellite Dish Receivers.** No towers or antennas of any description or satellite dish receivers greater than twenty-four (24) inches in diameter will be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than twenty-four (24) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

1.07 **Building Setbacks.** No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.08 **Utility and Drainage Easements.** No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner’s sole risk of loss if such plantings, as determined solely by the applicable utility company or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area that is located upon such Building Lot owner’s lot.

1.09 **Clotheslines.** No clotheslines shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clotheslines shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.10 **Vehicle Storage.** Any commercial truck, boat, bus, trailer, tent, mobile home, motor home, recreational vehicle or other similar vehicle or object, if permanently stored on any lot, shall be stored within an attached garage.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to the Subdivision. All vehicles parked within the Subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Subdivision for more than twenty-four (24) hours, and no major repair of any vehicle shall be made anywhere within the Subdivision.

Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than twenty-four (24) hours without the prior written consent of the Developer or the Homeowners’ Association.
Building lot owners' private passenger vehicles shall be parked within an attached garage, whenever practical. If an owner of a building lot owns more private passenger vehicles than there are spaces within an attached garage, the additional private passenger vehicles shall be parked in the driveway. No private passenger vehicle shall be parked in the street excepting temporary parking as is necessary for a social gathering.

1.11 Garbage/Building Material. No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and either stored within the garage or an underground container. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer or Homeowner’s Association. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.12 Sod/Dirt/Gravel. No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee, Developer or Homeowner’s Association.

1.13 Lawn Maintenance. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners’ Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.14 Irrigation Systems. All Building Lots shall be serviced by underground automated sprinkler systems connected to the public water system and providing one hundred percent (100%) turf coverage. Such irrigation facilities must be installed at the time of construction; continuously maintained in good operating condition thereafter; and utilized by all residential lot owners to the extent necessary and appropriate to maintain a green and healthy turf grass lawn.

1.15 Animals/Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. All pets must be under the direct control of their owners at all times, and all owners shall strictly comply with all applicable leash laws. All pet owners shall be responsible for cleaning up and removing his/her pets waste at all times.

1.16 Signs/Billboards. No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale on which such sign is located; (b) signs used by Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.17 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any Building Lot except for fencing that is installed by the Developer or unless otherwise approved by the Architectural Committee and the Homeowner’s
Association. Electric “invisible fences” shall be permitted (for purposes of containment of pets allowed under Section 1.15 in the rear of residential structures not less than two (2) feet inside the lot line(s).

1.18 **Swimming Pools.** Permanent inground or above ground swimming pools shall not be permitted on any Building Lot. “Hot tubs” or “Swim Spas” may be allowed upon written approval from the Architectural Control Committee in regards to type, size, location and appropriate screening. Temporary small blow-up pools and wading pools for children/grand-children are permitted for use in the summer months in the rear yards only.

1.19 **Basketball Backboards, Trampolines and Swing sets.** No basketball backboard, trampoline, swing sets or similar improvements of any type shall be permitted on any Building Lot in the subdivision, except for those improvements that may be provided on the common area lots for the benefit of all Building Lot owners or unless otherwise approved by the Architectural Control Committee.

1.20 **Driveways, Sidewalks and Street Trees.** In addition to the specific recitations contained in Plat Three pertaining to the installation of driveways, sidewalks and street trees, the owner of each Building Lot in Plat Three agrees that such owner shall be responsible for the maintenance of public driveways, sidewalks and street trees within the right-of-way per Lucas County requirements adjacent to the Building Lot.

The location and design of all driveways, if not now established, shall be approved by the Architectural Control Committee at the time of approval of the plans and specifications for any dwelling.

1.21 **Mailbox and/or Paper Delivery.** Developer shall have the exclusive right to determine the location, color, composition, size, design, lettering and standards and brackets of any mail and paper delivery boxes; provided, however, that all mailboxes shall in any event be located in accordance with the applicable U.S. Postmaster’s directions. The owner of a Building Lot shall maintain the mailbox and/or paper delivery box and replace the same when necessary with a mailbox and/or paper delivery box of the exact type, look and quality. A drawing of an approved mailbox is on file at Developer’s office for inspection by all lot owners.

1.22 **Property Maintenance.** Each residential Building Lot owner shall maintain the residence and all improvements on the lot in first-class condition at all times. The exterior of all residences including, but not limited to roofs, walls, windows, patio areas, screenings and awnings shall be maintained in first-class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences in Park Place of Sylvania, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration shall be permitted. All sidewalks, driveways and parking areas on a residential lot or serving an owner’s residence shall be cleared and kept free of debris; and damaged and/or eroding areas on sidewalks, driveways and parking areas shall be removed, repaired, replaced and/or resurfaced.

1.23 **Nuisance.** Nothing shall be done, placed or stored on any Building Lot which may endanger the health, unreasonably disturb or become a nuisance to any other Building Lot owner in the Subdivision.
1.24 **Homeowners’ Association Membership.** The Owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners’ Association created in accordance with Article 4.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

**Article 2. Additional Lake/Pond and Drainage Easement Restrictions**

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas incorporating the lakes and ponds which are designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 **Water Regulations.** No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 **Lakes/Ponds.** The lakes/ponds located within the Subdivision shall not be used as a source of water for any irrigation systems for the Building Lots, except for an irrigation system installed to water any landscape easement areas, open spaces or common areas or as otherwise approved by the Developer or Homeowner’s Association. Any irrigation system used in the above mentioned areas shall be maintained by the Homeowners’ Association.

2.03 **Drainage Easement Areas.** The Developer or its successors and assigns shall have the right to establish rules regarding the use of any drainage easement and lake/pond areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 **Easement for Docks.** The Developer also reserves for the benefit of those Building Lots which are adjacent to any lakes/ponds perpetual exclusive easements in favor of the owners of said Building Lots for the placement of docks or decks alongside the lakes/ponds at the water’s edge; provided, however, that the composition and placement of such docks or decks shall be first approved by the Architectural Control Committee under the provisions of Article 5 hereof. All docks or decks shall be installed only by Brint Park Holdings, LLC or its successors and assigns (at the sole cost of the Building Lot owner).

2.05 **Use of Lakes.** The Developer has constructed several lakes/ponds throughout the subdivision (the “Lakes”).

The Lakes are intended for the common use and enjoyment of all the Building Lot owners in the Subdivision, subject at all times to this Declaration and the restrictions set forth herein. Each owner of a Building Lot shall have the right to use and enjoy such Lake for purposes of (a) launching and using canoes, paddle boats, rowboats, windsurfers, small sailboats and other small non-power boats (collectively, “Boats”), provided that no gasoline powered or other motors or engines of any
kind shall be permitted on the Boats, except for small electric silent operating type battery powered motors, (b) fishing, subject to such rules and regulations as may be adopted by the Developer or the Homeowners’ Association, and (c) such other purposes and uses, if any, as may be published and stipulated by the Developer and/or the Homeowners’ Association.

Owners of Building Lots that are not adjacent and contiguous to a Lake shall have access to the Lakes, only as is specifically identified and provided by the Developer or the Homeowners’ Association through easements or the common areas.

The Lakes have been (or will be) designed and constructed as a visual and aesthetic amenity for Park Place of Sylvania. Reasonable rules and regulations governing the use of the Lakes may be promulgated from time to time by the Developer, its successors and assigns, and/or the Homeowners’ Association, and such rules and regulations shall be strictly observed by all Building Lot owners and other users. Any and all use of the Lakes by Building Lot owners or occupants or their respective family, friends, guests, invitees or visitors (collectively, “Users”) shall be at the sole risk of the Users.

No chemicals, sand, fish or materials of any sort shall be placed or deposited by any Building Lot owner into or on any of the Lakes or the shores of any of the Lakes. No pumping or removal of any water from the Lakes shall be allowed. Under no circumstances shall the owner of any Building Lot have the right to diminish, control or affect the level, volume or amount of water located in the Lakes, in any of the Lake leveling lines or in any easement areas associated with the Lakes. No owner of any Building Lot shall permit any discharge or erosion of soil, dirt, sediment, sand or other materials from such owner’s Building Lot into the Lakes whether before, during or after the construction of any structure or residence dwelling on such Building Lot.

2.06 Maintenance of Lakes. Any necessary maintenance (as determined by the Lucas County Engineer, the Developer or the Homeowners’ Association) of the Lakes shall be the responsibility of the Homeowner’s Association, and the costs of such maintenance and upkeep shall be paid by the Homeowners’ Association. To facilitate the exercise of such maintenance responsibilities, the Developer reserves to itself and its successors and assigns, and to the Homeowners’ Association, all necessary easements to go over, across and upon Plat Three and Future Plats of Park Place of Sylvania generally for purposes of cleaning and removal of debris, controlling the growth of weeds, algae and other materials through the use of chemical applications; installation, maintenance, repair and replacement of bubblers, fountains and associated electric lines, underground tubes, and other apparatus in the Lakes; application of chemical and other artificial colorations to the water in the Lakes; repair and maintenance of the slopes and banks along the edge of the Lakes; installation, repair, maintenance and replacement of Lake leveling lines; and taking of all other actions necessary or appropriate to maintain the water level, water quality, shore quality and general aesthetics of the Lakes.

2.07 Covenant Violations. The Developer, Sylvania Township, Lucas County, the Homeowners’ Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.
Article 3. Common Areas

3.01 Description of Common Areas. Park Place of Sylvania Plat Three includes certain areas designated for the common use and enjoyment of Building Lot owners (the “Common Areas”), including but not limited to the Lakes, Common Lots F, those other areas designated as Common Areas, if any on any of the Plats, and those areas, if any, designated as Common Lots or Common Areas on any future recorded plats of Park Place of Sylvania.

3.02 Use of Common Areas. Each member of the Homeowners’ Association, in common with all other members of the Homeowner’s Association as owners of Building Lots, shall have the non-exclusive right and easement to use the Common Areas at Park Place of Sylvania for all purposes incident to the use and occupancy of such member’s Building Lot as a place of residence and other incidental uses including but not limited to those uses set forth in these articles, provided, however, that the use of the Lakes is subject to the provisions of Article 2. All members shall use the Common Areas in such manner as will not restrict, interfere and impede with the use thereof by other members of the Homeowner’s Association, except to the extent that the Developer or Architectural Control Committee has approved the extension of docks or decks immediately adjacent to Building Lots, which are adjacent to the lakes as per section 2.04 above.

3.03 Entry Amenities. The boulevard island and signage at the entrances to Park Place of Sylvania, although located in whole or in part within the public right-of-way, are intended to be treated as if such amenities are part of the Common Areas. The boulevard island shall contain landscaping, Park Place of Sylvania identification signs and such other structures and/or amenities as the Developer deems advisable. The landscaping, Park Place of Sylvania identification sign and other amenities shall be maintained, repaired and replaced, from time to time by the Homeowners’ Association.

3.04 Conveyance of Common Areas. The Developer, it successors and assigns, hereby reserves 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 Homeowners’ Association, and in such instance, the Homeowner’s Association shall be required to accept delivery of a deed for such purpose.

The conveyance of the Common Areas to the Association, as set forth herein, shall not be construed or interpreted to be an assignment by the Developer of any other rights hereunder, unless the Developer expressly stipulates the same in a written and recorded instrument.

Article 4. Homeowners’ Association

4.01 Incorporation of Homeowners’ Association. After the recording of this Declaration, Developer shall form and incorporate a Homeowners’ Association (the “Association”) to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Homeowners’ Association to include other sections of Park Place of Sylvania. Attached hereto as Exhibit A is a description of real property which may be developed by Developer (the “Expansion Property”), the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop all or a portion of the Expansion Property and elects to include the owners of lots in such portion of the Expansion Property as members in the
Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such portion of the Expansion Property within fifteen (15) years from the date hereof, explicitly setting forth that the lot owners within such portion of the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

4.02 Management and Control of Homeowners' Association. The management and control of the affairs of the Homeowners' Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. They are Stephen R. Mitchell, Jeffrey J. Wehrle and Claude M. Brown, III. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of Park Place of Sylvania as set forth above in Article 4.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Homeowners' Association.

4.03 Powers, Rights and Functions. The Homeowner's Association shall have the following powers, rights and functions:

(a) To provide a complete program of lawn turf maintenance and snow removal to and for the benefit of all of the Building Lots upon which a dwelling or residence has been constructed. Under this program, the Homeowner's Association shall be responsible for the regular mowing of all lawns; however, the Homeowners' Association will not undertake any trimming, maintenance or other work related to trees, bushes, shrubs or other plant or landscaping materials. Under this program, the Association will also cause the removal of snow from all driveways, public sidewalks and entry walks from driveways to homes or dwellings, however, the Association will not have responsibility for snow removal from any patios, wood decks or other such areas.

(b) To promote and seek to maintain the attractiveness, value and character of the lots in Park Place of Sylvania through enforcement of the terms, conditions, provisions and restrictions set forth in this Plat Three Declaration, or in any subsequent declaration(s) encumbering any subsequent plat(s) of Park Place of Sylvania, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.

(c) 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 Park Place of Sylvania.

(d) To represent the owners of Building Lots before governmental agencies, offices and employees, and to generally promote the common interests of the Building Lot owners.

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To collect and dispose of funds as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) encumbering any subsequent plat(s) of Park Place of Sylvania.

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.

To acquire title from the Developer to any Common Areas (as defined in Article 3 hereof) of Park Place of Sylvania, and to insure, manage, maintain, improve and repair the Common Areas.

To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, manager(s) and/or members from liability incident to the ownership and use of (i) Common Areas, (ii) and any other such areas as the Developer or the Association deems appropriate.

To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and 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 Section 4.03.

Subject to the provisions of this Plat Three Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Plat Three Declaration, or on the Plats, or in subsequent restrictions and/or on subsequent plat(s) of Park Place of Sylvania.

To carry out all other purposes for which it was organized, to exercise all rights which it may be granted or reserved under this Plat Three Declaration, and to perform all duties which it may be assigned under this Plat Three Declaration.

4.04 Monthly Maintenance Fee. For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, excepting those Building Lots owned by the Developer or by Homebuilders approved by the Developer, an amount up to One Hundred Twenty Dollars ($120.00) per month, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of One Hundred Twenty Dollars ($120.00) per Building Lot per month may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of August, 2004. Any fees assessed by the Association in excess of One Hundred Twenty Dollars ($120.00) per Building Lot per month, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision (including Building Lots owned by the Developer). Payment of said fee shall begin upon taking title to any Building Lot (appropriately prorated).

4.05 Collection Remedies. Any amount assessed or levied hereunder by the Association or the Developer against a Building Lot owner shall become a lien on each Building Lot until paid and shall bear interest at the rate of ten percent (10%) per annum until paid, beginning thirty (30) days after the date of assessment. In the event any amount so assessed or levied is not paid when due and
remains in arrears for more than sixty (60) days, the Association or the Developer may file with the Lucas County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid unless released or satisfied in the same manner provided for by law in the State of Ohio for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien.

4.06 Association Rights, Powers, Duties and Obligations. Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Homeowners' Association may be exercised by Developer until such time as the Homeowners' Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Homeowners’ Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homeowner.

Article 5. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Homeowners’ Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee’s procedures and duties shall be as follows:

5.01 Number of Committee Members. The Committee shall be composed of four (4) members. The Developer shall appoint each of the four (4) initial members of the Committee. The initial members of the Committee shall be Jeffrey J. Wehrle, Stephen R. Mitchell, Tim D. Brown and Claude M. Brown, III.

5.02 Term. The four (4) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners’ Association to the Building Lot owners, as set forth in Article 4.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

5.03 Submission of Plans. The use restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic
and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

5.04 **Plan Submittal Requirements.** To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

5.05 **Decision of Committee.** The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any request for approval within thirty (30) days after the request shall have been submitted to the Committee for approval. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any request.

5.06 **Exceptions.** If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

**Article 6. Other Conditions**

6.01 **Transfers and Conveyances.** All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

6.02 **Failure to Enforce Restrictions.** Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

6.03 **Invalid Covenant, Condition or Restriction.** If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

6.04 **Costs of Litigation and Attorney's Fees.** All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

6.05 **Amendments to Declaration.** So long as Developer maintains control of the Homeowners' Association as set forth in Article 4 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or the
Developer may amend or modify these restrictions for any reason if in the Developer's sole opinion, it would more appropriately conform to his intent for these covenants, conditions and restrictions or to meet any other reasonable need, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

6.06 Property Covered by Restrictions. Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.

IN WITNESS WHEREOF, said Brint Park Holdings, LLC has caused this instrument to be executed by its duly authorized representative this 18th day of November, 2004.

BRINT PARK HOLDINGS, LLC,
an Ohio limited liability Company

By: __________________________
    Stephen R. Mitchell, Manager

By: __________________________
    Jeffrey J. Wehrle, Manager

By: __________________________
    Claude M. Brown, III, Manager
and President of Sylvania Cobblestones Developers, Inc.

STATE OF OHIO )
    SS
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 18th day of November, 2004 by Stephen R. Mitchell, Manager, Jeffrey J. Wehrle, Manager and Claude M. Brown, III, Manager of Brint Park Holdings, LLC an Ohio limited liability company, on behalf of the company.

________________________________________
Notary Public

This instrument prepared by:
Brint Park Holdings, LLC
2727 N. Holland-Sylvania Road
Toledo, OH 43615

MELANIE A. JOCKETT
Notary Public; State of Ohio
My Commission Expires 12-29-07
DECLARATION OF RESTRICTIONS, RESERVATIONS AND CONDITIONS

Notice is hereby given to each owner of Lots Numbered 49 through 70 in Plat Numbered Three in Park Place subdivision in the Township of Sylvania, Lucas County, Ohio ("Lot or Lots"), their successors, heirs and/or assigns, that said Lots are located in the immediate vicinity of existing and planned future mining and related operations and may be affected, from time to time, by such operations. No rights shall hereafter inure to any owner of any Lot or damages be claimed against any existing or future mining operator located on neighboring real property, their successors and assigns, by reason of damage to persons, land, buildings, improvements, or other structures on Lots, arising from the operation of such neighboring mining or related operations, or the effects of any of their natural by-products or emissions, including but not limited to, ground vibrations, noise, odor or dust generation, unless such damage was the sole and direct result of violations of standards or limits prescribed by the federal, state or local governments; since such standards or limits are designated in order to "protect residential structures from damage." "Rights" shall be construed to include any right to legal redress sounding in nuisance, trespass, or otherwise, and whether relief is sought at law or in equity.

This notice is of the nature of a covenant which runs with Lots, the benefit of which is intended for the owners of the neighboring real property used for mining and related purposes, as well as their successors and assigns.

Executed this 18th day of November, 2004.

Brint Park Holdings, LLC,
By Mitchell Development Company,
Managing Member

Stephen R. Mitchell, President

Sylvania-Cobblestones Developers, Inc.
Managing Member

Claude M. Brown, III, President

STATE OF OHIO, LUCAS COUNTY, ss:
The foregoing instrument was acknowledged before me this 18th day November, 2004, by Stephen R. Mitchell, President of Mitchell Development Company, an Ohio corporation, and Claude M. Brown, III, President of Sylvania-Cobblestones Developers, Inc., an Ohio corporation, both as Managing Members of Brint Park Holdings, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

Prepared by: [Name]
FIRST AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
“PARK PLACE OF SYLVANIA, PLAT THREE”
A RESIDENTIAL DEVELOPMENT IN SYLVANIA TOWNSHIP
LUCAS COUNTY, OHIO

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is made and entered into this 19th day of __April____, 2005 by Brint Park Holdings, LLC, an Ohio Limited Liability Company (the “Developer”).

WHEREAS, the Developer recorded the Declaration with the Lucas County Recorder on November 19, 2004 at 20041119-0093734 of the Records of Mortgages imposing plat restrictions and covenants on real property described as:

Lots 49 through 70 in Plat Three in Park Place of Sylvania, a Subdivision in the Township of Sylvania, Lucas County, Ohio.

WHEREAS, the Developer by virtue of Article 6, Section 6.05 of the Declaration retains the right to amend or modify the Declaration for any reason if, inter alia, in its opinion an amendment is necessary to meet any reasonable need, and

WHEREAS, it is the opinion of the Developer that an amendment is needed to provide access to residential lots for construction and maintenance.

NOW THEREFORE, the following amendment to Article 1, Section 1.03 is hereby adopted:

1.03 Construction of Residential Dwelling Units. All original Residential Dwelling Units constructed on any vacant Building Lot within the Subdivision shall be constructed by Brint Park Holdings, LLC or its successors and assigns and its authorized contractors which shall have an easement to enter upon any lot or land described herein, or any part thereof, for the purpose of constructing, improving, remodeling, repairing or maintaining any Residential Dwelling Unit, regardless of location, and its exterior improvements, inclusive of lawn, landscaping, driveways and walkways. The Developer shall remedy any damage caused to any Residential Dwelling Unit or its exterior improvements by the exercise of this easement.
SIGNED AND ACKNOWLEDGED by Brint Park Holdings, LLC by its authorized Managers on the date set forth above.

Brint Park Holdings, LLC  
an Ohio Limited Liability Company  
by its Managers as follows:

Sylvania-Cobblestone Developers, Inc.

Claude M. Brown, III, President

Mitchell Development Company

Stephen R. Mitchell, President

STATE OF OHIO  
) ss:
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this ___ day of ______, 2005 by Claude M. Brown, III and Stephen R. Mitchell as designated above.

Instrument Prepared By:

Thomas R. Furey, Esq.
2255 W. Laskey Rd.
Toledo, OH 43613
419-473-1346