This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, Louisville Title Agency for M.W. Ohio, Inc., Trustees (hereinafter referred to as "Trustees") is the owner in fee simple of the following described real estate:

as recorded in Volume 122 of Plats, pages 31 and 32, on Exhibit A attached hereto.

WHEREAS, Trustees, for the benefit of Parklands Development Company (hereinafter referred to as Developer) intends to record a plat for the development of said real estate into a subdivision of lots to be known as Parklands Sylvan Hills Plat I and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision, which will make said lots more attractive for residential purposes for its own benefit and the benefit of all future owners.

NOW, THEREFORE, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Trustees does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above described real estate, which plat shall be known as Parklands Sylvan Hills Plat I, in the Township of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustees, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit:

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded plat of Parklands Sylvan Hills Plat I as the same may be hereafter combined and/or subdivided shall be referred to herein as "residential lots". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 2,000 sq. ft. of living area (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 dwelling and such accessor buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, 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. No more than one single family residence shall be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the 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 residential purposes. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance in the subdivision. 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 recreation 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.

All building material not incorporated into the structure within ninety (90) days and all construction debris and trash shall be properly disposed of. Throughout construction, builders, contractors, subcontractors, their agents and assigns shall ensure that the site is neatly maintained. Debris and excessive mud shall not be allowed to blow, be tracked, or wash off the site. The developer maintains the right to clean up any such debris or excessive mud and to bill the original contractor and owner, jointly, for all costs incurred. If such charges remain unpaid for more than sixty (60) days after mailing of the statement of costs to the original contractor and owner at the addresses listed in the notice of commencement, 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:

"Notice of Lien"

Notice is hereby given that Parklands Development Company claims a lien for unpaid Cleanup Charges incurred through in the amount of against the following described premises:

(insert legal description)

PARKLANDS DEVELOPMENT COMPANY

STATE OF OHIO }  
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this day of , 19, by

of Parklands Development Company, an Ohio Partnership on behalf of the partnership.

Notary Public

The developer shall also be entitled to recover and have and enforce against each such residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for cleanup costs provided for herein by sale or transfer or abandonment of his residential lot. The lien for cleanup costs shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the lien; provided, however, that the foreclosure of a first mortgage shall extinguish the lien.

1.4 Completion of Structures. Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to a lot, and all structures 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. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided
however, that no animal of any sort may be kept, bred or maintained for any commercial purposes, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with the rules and regulations adopted by the Developer. Pit bulls and other vicious animals are strictly prohibited in Parklands Sylva Hill.

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 sign is located shall be erected, placed, 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. 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 trailer shall be so maintained or used as a residence until the exterior has been dressed, in accordance with the detailed plans and specifications approved by the Developer as provided under Article II hereof unless approved by the Architectural Control Committee 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 subdivision, shall be suitably housed within a garage building. 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 Developer's Approval of Builder. The Developer reserves the right to approve or disapprove builders to construct buildings in Parklands Sylva Hills. Builders shall apply to the Developer and receive approval prior to submission of plans and specifications.

2.2 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and any improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, landscaping, swimming pools, tennis courts, and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Developer of plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure of the Developer to 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, elevation, 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 three (3) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

2.3 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set
forth, Developer intends to assure the development of Parklands Sylvan Hills as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or withholding its approval of any plans, site 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 and to the location upon said site. The Developer will not approve designs which are in conflict with the aesthetic standards of the community.

2.4 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building setback lines as shown on the recorded plat nor nearer to any side line or rear line than shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance 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-cochères, and other similar projections of said dwelling.

2.5 Maximum Height. No structure constructed or erected within the subdivision 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.

2.6 Swimming Pools Above Ground. No above ground swimming pool shall be permitted, installed or maintained on any lot unless plans and specifications are submitted to the Developer and the approval is granted in writing.

2.7 Driveways. All driveways shall be of asphalt, unless approved by the Developer in writing at the time of approval of the plans and specifications for said dwelling. Location and specifications for construction of any driveway shall be submitted to the Developer and written approval shall be endorsed.

2.8 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Parklands Sylvan Hills nearer to the front or street line or line than the building setback lines as shown on the recorded plat, nor nearer to any side line or rear line than shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said dwelling. Developer's objective of maintaining a view for each lot will determine the location of structures on the site. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, not sidewalks, (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or use of statuary, fountains and similar ornaments, for the purpose of beautifying any lot. No grass of the ordinary garden or field variety shall be grown on the front or side yards, and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere therein. No tree greater than five (5) inches in diameter (as measured 3 feet above existing grade) shall be removed unless approved in writing by the Developer. No trees shall be removed in house or driveway area until Developer has removed as many trees from such area as he deems necessary for replanting purposes.

2.9 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all building sites and to fix the grade at which any building or
structures shall be erected or placed thereon, so that the same may
correspond to a general plan for the development and use of Parklands
Sylvan Hills. Deviation of 12" or more is strictly prohibited
unless approved by the Developer.

2.10 Basketball Backboards. No basketball backboard shall be
erected or attached to the front of any dwelling or garage or
beyond the building line as set forth on the plat, and all such
basketball backboards whenever erected shall be approved by
Developer.

2.11 Mailbox and/or Paper Delivery. The Developer shall have
the exclusive right to determine the location, color, size, design,
lettering and standards 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.

2.12 Fencing. No fence, hedge, wall or enclosure of any kind,
for any purpose, shall be erected, placed or suffered to remain
upon said lots, nor shall a hedge be erected, placed, or suffered
to remain upon said lots until the written consent of the Developer
shall have been first obtained therefor, and to 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. The standard fence in Parklands Sylvan
Hills is a three rail split treated hardwood fence. Wire fencing
may be attached to split rail fencing on the property owners side
of the fence with Developer approval. Fences are not to be erected
nearer to any street than the building setback line or lines shown
on the plat of this subdivision.

2.13 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, agreements, covenants, and
conditions herein contained, to enter the property upon or as to
which such violation or breach exists, and to summarily abate and
remove, at the expense of the owner thereof, any 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, agreements, covenants and conditions
contained herein shall in no event be construed, taken or held to
be a waiver thereof or 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.

2.14 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 any attorney for
Developer is authorized to sign deeds on behalf of Developer shall be sufficient
pursuant to a recorded power of attorney.

2.15 Parklands Property Owners' Association. The Developer
has caused a not-for-profit corporation to be incorporated under
the laws of the State of Ohio named "Parklands Property Owners'
Association". The owners of lots in Parklands 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
lots in Parklands Sylvan Hills Plat 1, 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 the Declaration of
Restrictions. The assignment shall be recorded in the Office of the
Recorder of Lucas County, Ohio. The Association shall have the

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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 Parklands in the manner determined by the Association to be for the best interests of the owners of the lots in the plat.

2.16 Maintenance Charges. Each and every lot in Parklands shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Fifty Dollars ($150.00) annually (such assessment shall be on a per lot basis), payment to be made on the first day of January of each calendar year for such calendar year commencing January, 1994. The Association shall have a lien perpetually upon lots in Parklands to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) 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:

"Notice of Lien"

Notice is hereby given that Parklands Property Owners' Association claims a lien for unpaid annual assessments for the year(s) __________ in the amount of __________ against the following described premises:

(In Insert Legal Description)

PARKLANDS PROPERTY OWNERS' ASSOCIATION

By: __________
President

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of __________, 19__ by President of PARKLANDS PROPERTY OWNERS' ASSOCIATION, an Ohio Corporation, on behalf of the corporation.

Notary Public

In the 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 areas 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 of 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 thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in Parklands 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 for the general benefit of the owners of the lots in Parklands, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's rights and duties under the within Declaration of Restrictions.

ARTICLE III
BASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant easements, 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 services of the subdivision on, over, below or under any of the areas designated as "Utility Easements", or with words of similar import, on the recorded plat of Parklands Bylaw 37 Plat I, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. Developer also reserves to itself, and to its successors and assigns, 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 lines 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 "Utility Easements", or with words of similar import, upon the recorded plat of Parklands Bylaw 37 Plat I. 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, its successors and assigns. Notwithstanding the provisions of Section 2.15, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 4.15. Developer shall be reimbursed at closing, by the purchaser of a lot or lots, the sum of $1,050.00 per lot for the sewer tap for each lot. Developer having paid for said sewer tap, 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 II, Section 2.15. 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.

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 first day of January, 2009, 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 with the approval of the then owners of not less than seventy-five percent (75%) of the residential lots in Parklands Bylaw 37 Plat I, which amendment shall become
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 Saving 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. Developer shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

5.3 Transfer Subject to Restrictions. All transfers and conveyances of each and every residential lot in Parklands Sylva Hills Plat I 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 or 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 such address appears on the applicable public record.

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 to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that the Developer may, in writing, grant waivers from these restrictions as to a particular residential lot. No such waiver shall be in conflict with the aesthetic standards of the community.

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.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of this 11th day of

[Signature]

[Signature]

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of this 11th day of

[Signature]

[Signature]
STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 21st day of January, 1993, by Kenneth L. White, Esq., Executive Vice-President and Chief Financial Officer of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the Corporation.

[Signature]

Notary Public
DEBORAH ANN ROMASZEWSKI
Notary Public, State of Ohio
By Commission Expires July 30, 1997

WITNESSES:

[Signatures]

PARKLANDS DEVELOPMENT COMPANY

By: [Signature]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 22nd day of June, 1993, by [Signature], Partner of Parklands Development Company, an Ohio Partnership, on behalf of the Partnership.

[Signature]

Notary Public
JENNY B. MANNING
Notary Public, State of Ohio
By Commission Expires Feb. 14, 1994

This Instrument Prepared By:

Susan Hartman Huska, Esq.,
602 Madison Ave., Suite 1534
Toledo, OH 43604-1149
(419) 243-7720

C 93 1804E05
EXHIBIT "A"

FARMER HILLS SVLAVN HILLS OF WHICH THIS IS A CORRECT PLAT, BEING PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 9 SOUTH, RANGE 6 EAST, SVLAVNIA TOWNSHIP, LUCAS COUNTY, OHIO, IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17, THEN:

THENCE NORTH 89 DEGREES 32 MINUTRES 21 SECONDS WEST 522.31 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTRES 25 SECONDS WEST 222.85 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTRES 21 SECONDS WEST 363.00 FEET;

THENCE NORTH 29 DEGREES 34 MINUTRES 21 SECONDS WEST 113.51 FEET;

THENCE NORTH 00 DEGREES 14 MINUTRES 25 SECONDS EAST 168.25 FEET;

THENCE NORTH 89 DEGREES 32 MINUTRES 21 SECONDS EAST 14.04 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTRES 25 SECONDS EAST 246.22 FEET;

THENCE SOUTH 89 DEGREES 32 MINUTRES 35 SECONDS EAST 71.04 FEET;

THENCE NORTH 90 DEGREES 00 MINUTRES 00 SECONDS EAST 588.94 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTRES 31 SECONDS EAST 85.25 FEET;

THENCE NORTH 90 DEGREES 00 MINUTRES 00 SECONDS EAST 295.00 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTRES 31 SECONDS EAST 139.40 FEET ALONG THE CENTER LINE OF KING ROAD AND THE EAST LINE OF SAID SECTION 17 TO THE POINT OF BEGINNING, CONTAINING 7.821 ACRES, MORE OR LESS.

2/100
RECEIVED & RECORDED
JUN 25 1993 9:40 AM
SUE RIOUX
RECOERER LUCAS COUNTY, OHIO
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