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Louisville Box

DECLARATION OF RESTRICTIONS FOR
PINE RIDGE ESTATES
SUBDIVISION IN THE TOWNSHIP OF SPRINGFIELD,
LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by JAMES
CONSTRUCTION COMPANY, INC., an Ohio Corporation, 7385 W. Central Avenue,
Toledo, Ohio 43617, hereinafter called ("Developer"), as of this 9th day of August, 2000.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded Pine
Ridge Estates, ("the Plat"), a Subdivision in the Township of Springfield, Lucas County,
Ohio, which Plat is recorded in Volume 148, Pages 38-44 inclusive of the Lucas County,
Ohio Record of Plats (hereinafter sometimes called "the Subdivision" or "Pine Ridge");

WHEREAS, Pine Ridge is intended to be a quality single family residential
subdivision developed as a community development plan or Section Thirteen development
within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County
Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield,
Lucas County, Ohio

NOW THEREFORE, Developer in consideration of the enhancement in the value
of said property by reason of the adoption of the restrictions hereinafter set forth and in
furtherance of the aforesaid development plan does for itself and its successors and
assigns, hereby declare, covenant and stipulate the all property as shown on the Plat shall
hereafter be sold, transferred, or conveyed by Developer, its successors and assigns,
subject to the following restrictions, covenants and conditions, which restrictions shall to
the extent legally permissible supersede any and all other restrictions hereofore enforced
on said property by any other instrument

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the Plat as the same
may be hereafter combined and/or subdivided shall be hereafter sometimes referred to
herein as "residential lots" or "residential lot". No structure shall be erected, placed, or
maintained any residential lot other than one (1) single-family residence of not less than
2,400 sq. ft. of living area for a two-story residence and 1,800 sq. ft. for a one-story
residence (measured from the outside of exterior walls and excluding basements, decks,
porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each dwelling erected or maintained in the 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. Not more than one single family residence shall however be permitted on any residential lot, provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the Developer.

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

1.4 Completion of Structures. Lot owners shall commence construction of a residence on a lot within one (1) year after receiving title to a lot, and all residences must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than residential 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 purpose and any person 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.
1.6 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. 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 dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor 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 rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts and other enclosures) to be constructed and/or situated within the Subdivision shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot or before any addition, change or alteration may be made to any of same 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 to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, locations, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

2.2 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Pine Ridge as an architecturally harmonious, artistic and desirable single-family residential Subdivision, with individual residences to be constructed in such
architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community. Without limiting any of the foregoing, the front of all residences shall be entirely brick.

2.3 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 Plat, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porte-cochere, and other similar projections of any dwelling.

2.4 Maximum Height. No structure constructed or erected within the Subdivision shall be greater than two and one-half (2 1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 Swimming Pools and Other Above Ground Improvements or Property. No above ground swimming pools, radio or television receiving equipment, sheds, enclosures or their removable property of any kind shall be permitted, installed or maintained on any lot unless plans and specifications are submitted to and approved by the Developer in writing.

2.6 Driveway. All driveways shall be concrete. The location and design of all driveways, if not now established, shall be determined by 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 Developer and its approval thereof endorsed thereon in writing.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Pine Ridge nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portions thereof 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 thereon. No fence, hedge, wall or enclosure of any kind for
any purpose shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any lot or destroyed for purpose of construction unless approved in writing by the Developer pursuant to Section 2.1 hereof.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Pine Ridge. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developer in writing.

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever erected shall be approved by Developer in writing.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition, (cedar required), size, design, lettering and 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.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any lot, 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. It is hereby stipulated a three-rail treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved split rail fencing on the lot owners side of the fence with Developer approval. Fences are not erected nearer to any street than the building setback line or lines shown on the Plat.

2.12 Construction in Violation of Approved Plat. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions here included, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, 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,
limitation, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same. Violators of these restrictions will be responsible for all legal fees incurred by the Developer, Homeowner's Association and owner of said lot.

2.13 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.14 The Pine Ridge Homeowners Association, Inc. The Developer has caused or will soon cause a non-profit corporation to be formed and incorporated under the laws of the State of Ohio named Pine Ridge Homeowners Association, Inc. ("Association"). The owners of lots in Pine Ridge 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 the Plat and all future plats, if any, of Pine Ridge and the affirmative vote of three-quarters (3/4) of said lot owners, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat and future plats, if any, in the manner determined by the Association to be for the best interest of the owners of the lots in the Plat and said future plats, if any.

2.15 Expansion Rights. The Developer envisions that eventually the Subdivision will consist of forty (40) lake lots created through the preparation and filing of additional plats to the Subdivision. Developer therefore expressly reserves the right, power and option to amend these restrictions so as to include and cover all lots which eventually become part of the Subdivision as and if same have been part of the Plat from the date of the execution and recording of the Plats.

2.16 Maintenance Charges. Each and every lot in Pine Ridge shall be subject to a maintenance charge in the amount established by the Association, initially Fifty Dollars ($50.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the first day of May and the first day of November each calendar year for such calendar year commencing December 31, 2001. The Association shall have a lien perpetually upon lots in Pine Ridge 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 the Pine Ridge Homeowners Association, Inc. claims lien for unpaid annual assessments for the year(s) ______________________ in the amount of $______________ against the following described premises:

(insert legal description)

THE PINE RIDGE HOMEOWNERS ASSOCIATION, INC.

By: ____________________________
President

STATE OF OHIO, LUCAS COUNTY ss:

The foregoing instrument was acknowledged before me this ______day of ________, 20__ by ____________________________, President of Pine Ridge Homeowners Association, Inc., an Ohio non-profit Corporation, on behalf of the corporation.

______________________________
Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the annual 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 cost 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 Pine Ridge and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Pine Ridge, 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

EASEMENTS

3.1 Reservation of Easement Rights. The Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the subdivision on, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. Developer also reserve 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 line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

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 of the Association until the first day of January, 2022, 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 the Subdivision, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law.

ARTICLE V

5.1 Violations Unlawful. Any violation attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

5.2 Savings Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or effect 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 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Pine Ridge 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 or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.
writing, grant waivers from these restrictions as to such residential lot so as to permit the
ercation of such structure or the making of the proposed improvements.

5.7 **Paragraph Headlines.** 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 has hereunto set its hand to this
instrument as of the day and year first written above.

WITNESSES:

JAMES CONSTRUCTION COMPANY,
INC, an Ohio Corporation

\[\text{Signature}\]

James D. Sahadi, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 9th day of
August, 2000 by James D. Sahadi, as President of James Construction Company,
an Ohio Corporation, on behalf of the corporation.

[Notary Public]

CONSORT OF RECORD TITLE HOLDER,
LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC.
TRUSTEE

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

WITNESSES

Kathryn Carlson

[Signature]

LOUISVILLE TITLE AGENCY FOR N.W.
OHIO, INC., TRUSTEE

[Signature]

James W. Lisbold, Vice President
STATE OF OHIO, COUNTY OF LUCAS, ss.

The foregoing instrument was acknowledged before me this 9th day of August, 2000 by James M. Lindsey, Vice President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the corporation.

[Signature]
Notary Public

[Signature]
Vicki L. Felt
Notary Public, State of OH
Commission Expires 4/16/2002

This instrument prepared by: [Signature]

5000
RECEIVED & RECORDED

[Date]
Pine Ridge Estates

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

DECLARATION OF RESTRICTIONS FOR

Lucas County, Ohio

This AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ("Declaration") is hereby adopted by JAMES CONSTRUCTION COMPANY, INC., an Ohio corporation, hereinafter called ("Developer"), THE PINE RIDGE ESTATES
HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called
("Association"), and THE PINE RIDGE ESTATES LAKE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called ("the Lake Association"), as of this 1ST day of AUGUST, 2000.

WITNESSETH THAT:

WHEREAS, Developer is the beneficial owner of all of the lots in the recorded Plat ("the Plat") of Pine Ridge Estates Subdivision ("Pine Ridge" or "the Subdivision") in the Township of Springfield, Lucas County, Ohio, which Plat is recorded in Volume 148, Pages 39 through 44, of the Lucas County, Ohio Record of Plats;

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

WHEREAS, the Lake Association is a separate non-profit corporation formed by the Developer whose members will only be all the record owners of all the residential lots of the Plat which border the below-described lake (Lots 1 through 8 do not border the lake) and which has been formed for the sole and exclusive purpose of taking title to Common Lot "D" and thereby owning and controlling the use, enjoyment, maintenance and operation of a certain lake situated on Common Lot "D" ("the lake") as more particularly shown on the Plat; and

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

WHEREAS, Developer previously executed and recorded a certain Declaration of Restrictions for the Subdivision at Microfiche 00-2671012, et seq., which Developer wishes to replace in its entirety with this Declaration so that with the recording of this Declaration said previous Declaration will be of no further force and effect whatsoever.
NOW, THEREFORE, Developer, the Association and the Lake Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, do for themselves and their respective successors and assigns, hereby revoke the Previous Declaration in its entirety and declare, covenant and stipulate that all the property as shown on the Plat except that it is expressly stipulated that these restrictions will not apply to Common Lot "C" unless specific mention is made with respect thereto shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede the Previous Declaration and any and all restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1 -- RESIDENTIAL LOTS. All of the lots except for the Common Lots and Buffer Lots "E" and "F" located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 2,400 sq. ft. of living area for a two (2) story structure or 1,800 sq. ft. for a one (1) story structure (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof; provided, however, the minimum square footage of all approved residences on Lots one (1) through eight (8) in the Subdivision (on which up to sixteen (16) single-family residences may be constructed) shall be 1,500 or more square feet, once again measured as above. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 -- LOT USE. The construction of a single-family residence on more than one residential lot shall be permitted. Not more than one single-family residence shall, however, be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer.

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

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

1.5 -- Pets. 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 and/or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer and/or the Association. Pit Bulls and other vicious animals are strictly prohibited in Pine Ridge.

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

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

ARTICLE II

ARCHITECTURAL CONTROL

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

2.2 -- Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Pine Ridge as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as
to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Pine Ridge taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the aesthetic standards of the community. Without limiting any of the foregoing, all approved attached garages shall be side-loading. Provided, however, under no circumstances shall aluminum or vinyl siding be used as siding. At a minimum all sides and the rear of all homes shall have a 32" wainscoting of brick; exceptions to such wainscoting may be approved for colonial-style homes, in which event a minimum of three (3) courses of brick at sill level will be required. All external fireplace chases shall be brick unless the chase is internal to the structure, in which event the approved siding material used for the dwelling will be acceptable.

2.3 -- Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines, or rear lot lines in the case of Lake Lots, than the building set back lines as shown on the Plat, nor nearer to any side line or other rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall, except as stated in Section 4.2(5) hereof, apply to and include, porches, verandas, porte-cochere, and other similar projections of any dwelling.

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

2.5 -- Swimming Pools and Other Above-Ground Improvements or Property. Except for compatibly colored television receiving dishes, no greater than 24 inches in diameter, and located on a residence so as to not be visible from the street, no above-ground swimming pools, radio or television receiving equipment, enclosures or other removable personal property of any kind shall be permitted, installed or maintained on any residential lot.

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

2.7 -- Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 2.3 hereof, as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot; and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any residential
lot, until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any residential lot or destroyed for purposes of construction unless first approved in writing by the Developer pursuant to Section 2.1 hereof. Furthermore, each lot owner prior to occupancy of any residence shall plant a minimum of 3 trees of at least 2 ½" diameter (as measured 3' from grade) in the required front yard of each lot, and continually maintain and replace same in a first-class condition thereafter.

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

2.9 -- Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards, whenever erected, shall first be approved by Developer in writing.

2.10 -- Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and 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.

2.11 -- Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any residential lot, nor shall a hedge be erected, placed or suffered to remain upon any residential lot until the written consent of the Developer shall have been first obtained therefor, and 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. It is hereby stipulated a three-rail split rail treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved split rail fencing on the lot owners side of the fence with prior Developer approval. Fences shall not be erected nearer to any street or rear lot line than the building setback line or lines shown on the Plat.

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

2.13 -- Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by either one of the above-named Developers or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deeds on behalf of Developer shall be sufficient.
2.14 -- THE PINE RIDGE HOMEOWNERS ASSOCIATION, INC. The Developer has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Pine Ridge Homeowners' Association, Inc." The owners of lots in Pine Ridge and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all residential lots in the Plat and future plats, if any, of Pine Ridge, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Developer may at any time, previous to the sale and conveyance of all of said lots at their option so assign the aforesaid rights, privileges and powers to the Association. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat, and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and all future plats, if any.

2.15 -- LAKE RESTRICTIONS AND THE LAKE ASSOCIATION. As stated previously, the Developer has created the Lake Association for those lots which border the lake, whose members will be all the record owners of Lot Numbers nine (9) through forty-eight (48) of the Plat. Furthermore, the owners of the Lake Lots will have the sole use and enjoyment of the lake (Common Lot "D" shall be deeded to the Lake Association after all Lake Lots are sold by the Developer). The owners of the Lake Lots will also through their membership in the Lake Association be responsible for the maintenance, care and insurance of Common Lot "D" pursuant to this Declaration and the rules and regulations of the Lake Association adopted from time to time. Until such time as all of the Lake Lots have been conveyed to others by the Developer, the Developer shall control and operate the Lake Association. It is hereby stipulated and declared by the Developer that the lake shall at all times be restricted in its use and enjoyment to open space and recreational purposes for the sole and exclusive benefit of the owners of the Lake Lots.

2.16 -- MAINTENANCE CHARGES. Each and every lot in the Plat shall be subject to a maintenance charge in the amount established by the Association, initially Fifty Dollars ($50.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the first day of May and the first date of November each calendar year for such calendar year commencing December 31, 2001. The Association shall have a lien perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within 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. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Developer be responsible for any assessments on any lot owned by Developer to the Association or the Lake Association.

"NOTICE OF LIEN"

Notice is hereby given that The Pine Ridge Homeowners' Association, Inc. claims lien for unpaid annual assessments for the year(s) _______ in the amount of _______ against the following described premises:

(Insert Legal Description)

THE PINE RIDGE HOMEOWNERS' ASSOCIATION, INC.,
an Ohio non-profit corporation

By: ___________ , President

00 2919E05
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Instrument was acknowledged before me this ___ day of ____________, 2000, by ____________ Ohio corporation, on behalf of the corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common 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 assessment shall be levied against all lots in Pine Ridge and shall be applied only toward payment of the costs of collections, Improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Pine Ridge, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.

ARTICLE III

EASEMENTS

3.1 - Reservation of Easement Rights. Developer reserves to themselves, an to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, Including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Pine Ridge, over, below or under all of the areas designed as "Utility or Drainage Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserves to itself, and to its heirs and assigns, a ten (10) foot access easement over lots 9 and 48 on the Plat as shown on the Plat for the sole and exclusive purpose of permitting from time to time access to the lake by maintenance vehicles or equipment when and as the lake needs maintenance or repair; the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Access", "Utility or Drainage Easements", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, their heirs and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set
forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer’s rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

ARTICLE IV
THE PINE RIDGE LAKE ASSOCIATION, INC.
AND COMMON LOT "D"

4.1 -- The Lake and the Lake Association. As indicated previously, the lake is presently located on Common Lot "D" of Pine Ridge. The Developer has caused the Lake Association to be formed as an Ohio non-profit corporation for purposes of (1) taking title to Common Lot "D"; and (2) permitting all the owners of the Lake Lots to become members of the Lake Association and thereby enjoy the exclusive use, control and maintenance of the lake.

4.2 -- Restrictions of Lake Use. Without limiting the powers of the Lake Association to adopt rules and regulations pertaining to the use, enjoyment and maintenance of the lake, the Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby also apply to Common Lot "D" and the lake:

1. Developer hereby reserves a perpetual non-exclusive easement in favor and for the benefit of each owner(s) of the Lake Lots over, across and upon Common Lot "D" for recreational purposes subject to the restrictions and limitations herein imposed.

2. Each Lake Lot owner shall have the right to use the lake for recreational and open space purposes only, consistent with the provisions hereof and any rules and regulations adopted by the Lake Association; provided, however, that any use of the lake shall be at the sole risk of said owner. Under no circumstances shall the Lake Association or the owner of any Lake Lot have the right to diminish, control or affect the level, volume or amount of water located in the lake; provided, however, sump pump discharge and rainwater from downspouts on the Lake Lots may be discharged into the Lake provided such Lake Lot owner has first obtained the prior written consent of Developer as to all specifications and the location of same.

3. No owner of any Lake Lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner’s residential lot into the lake, whether before, during or after the construction of any structure or residence dwelling on such residential lot.

4. Electric trolling motors are the only type of motors permitted on the lake. No power boats, motor boats, gasoline powered motors or other motors of any kind shall be permitted on the lake.

5. Except for cantilevered decks servicing a residence located on a lot which has received prior architectural approval of the Developer as required herein, under no circumstances will docks or any other structures be permitted to be built upon or into, or be located on any portion of Common Lot "D" or within the Lake Easement depicted on the Plat.

6. Additional rules and regulations governing the use of the lake may be promulgated from time to time by the Developer, its successors and
assigns, and/or the Lake Association, and such rules and regulations shall be strictly observed by all Lake Lot owners.

4.3 -- PURPOSES AND POWERS OF THE LAKE ASSOCIATION. The Lake Association shall have the power to own, operate, control and maintain the lake and to assess all owners of the Lake Lots on a semi-annual basis for the costs of same. In the event any such assessment is not paid when due, the Lake Association shall have the right and power to lien the property of all Lake Lot owners who have not paid said assessments in the same manner and fashion as the Association pursuant to these Articles. Such assessments shall be levied on the 1st of May and 1st of November of every calendar year and shall commence on December 31, 2001.

Without limiting any of the foregoing, the Lake Association shall specifically take all reasonable measures to insure that the level of the lake and its shoreline are adequately protected from and against erosion and/or deterioration.

4.4 -- EASEMENT IN FAVOR OF ALL LOT OWNERS. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon Common Lot "D" perpetual non-exclusive drainage easements in favor of all lot owners in Pine Ridge, the Association, themselves, and all of its respective successors, heirs and assigns for purposes of permitting the flow of storm water drainage into the lake, and the placement of storm water drainage facilities thereon (some of these easements are shown on the Plat), and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall anything other than storm water be permitted to be drained into the lake from the remainder of the Subdivision pursuant to these easements first granted.

ARTICLE V

DURATION OF RESTRICTIONS, AMENDMENTS

5.1 -- 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, the Association or the Lake Association until the first day of January, 2020 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

5.2 -- Amendments. These covenants and restrictions may be amended or revoked by the Developer unilaterally or with the approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the Plat (and if such amendment affects Common Lot "D", only with the approval of the record owner of Common Lot "D"), which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by the Developer or all necessary approving lot owners, as the case may be, with the formalities required by law.

ARTICLE VI

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

6.1 -- Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Lake 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.

6.2 -- Savings Clause. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.
6.3 -- TRANSFERS SUBJECT TO RESTRICTIONS. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

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

6.5 -- 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.

6.6 -- WAIVER OF RESTRICTIONS BY DEVELOPER. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

6.7 -- 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 the day and year first written above.

WITNESSES: JAMES CONSTRUCTION COMPANY, INC., an Ohio corporation

[Signature]

By: [Signature]

James D. Sahadi, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 31st day of August, 2000 by James D. Sahadi, President of James Construction Company, Inc., an Ohio corporation, on behalf of said corporation.

[Signature]

KATHY B. APSEY
Notary Public
CONSENT OF RECORD TITLEHOLDER,
LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

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

WITNESSES:

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO, INC., TRUSTEE

Qulie A. Scorzell
By: 

Pete K. Schilt

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Instrument was acknowledged before me this 1st day of
AUGUST, 2000 by John W. Martin, the Assistant of
Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of said
corporation.

Julie A. Scorzell
Notary Public

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

RECEIVED & RECORDED
SEP 01 2000 10:05 AM
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

Louisville Beach