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AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AS TO
RIVERSIDE COMMONS HOMEOWNERS' ASSOCIATION, INC.
A SUBDIVISION IN THE CITY OF MAUMEE
LUCAS COUNTY, OHIO

This Amended and Restated Declaration of Restrictions is made and adopted by CSB Investors, LLC, an Ohio limited liability company with offices at 4285 Deepwood Lane, Toledo, Ohio 43614 ("Developer") and by Riverside Commons Homeowners' Association, Inc., an Ohio nonprofit corporation (the "Association") with offices at 4285 Deepwood Lane, Toledo, Ohio 43614.

WHEREAS, Developer is the owner of all of the residential lots shown on the plat of Riverside Commons Phase I, which plat was recorded on July 30, 2003 in Lucas County Official Record 20030730-047355. The real estate constituting Riverside Commons Plat One is described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, this Amended and Restated Declaration of Restrictions amends and restates, in its entirety, the Declaration of Restrictions recorded on July 30, 2003 in Lucas County Mortgage Record 20030730-047356.

WHEREAS, the Association has been formed to be the owner of that portion of Riverside Commons designated as common area on the recorded plat of Riverside Commons Plat One and that will be designated as the common area on subsequent plats of Riverside Commons, if any, such common area to be used for roadway, utility and recreational purposes and as open space. The members of the Association are the owners of all of the residential lots in Riverside Commons.

WHEREAS, Developer and the Association desire to establish a general plan for the development of Riverside Commons Plat One and for the possible development of subsequent plats, that may be developed as an extension of Riverside Commons Plat One (Riverside Commons Plat One and all subsequent plats developed as an extension of Riverside Commons Plat One are herein sometimes collectively called "Riverside Commons" and/or the "Subdivision") and to establish restrictions upon the manner of use, improvement and enjoyment of the residential lots in Riverside Commons that will make such residential lots more attractive for residential purposes and will protect present and future owners of such lots in the enjoyment of their use for residential purposes.

WHEREAS, Developer is the owner of other real estate in the vicinity of Riverside Commons Plat One that Developer may desire to develop as an extension of and in conjunction with the development of Riverside Commons Plat One and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as herein provided. Developer reserves the right to extend the benefit and the burdens created by these restrictions, including the non-exclusive right and easement to use and enjoy the common areas, roadways and utility lines (including, but not limited to, all water, sewer, electrical, cablevision and telephone lines and easements) to any real estate that may be hereafter acquired by Developer in the vicinity of Riverside Commons Plat One and may be developed by Developer in conjunction with the
development of Riverside Commons Plat One and subsequent plats of Riverside Commons. Developer may exercise the rights reserved herein by filing consecutively numbered plats of Riverside Commons together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration of Restrictions or to restrictions that are materially different than this Declaration of Restrictions. Developer may develop the real estate adjacent to Riverside Commons Plat One as condominiums. No provision of this Declaration of Restrictions shall prohibit or restrict such use. Furthermore, no provision of this Declaration of Restrictions shall affect the real estate adjacent to Riverside Commons, unless and until, made subject hereto by the Developer.

NOW, THEREFORE, Developer and the Association in consideration of the enhancement in the value of the lots in Riverside Commons by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns hereby declare, covenant and stipulate that all lots and common areas shown on the recorded plat of Riverside Commons Plat One shall hereafter be conveyed by Developer and its successors and assigns subject to the foregoing restrictions and to the following restrictions, covenants and conditions:

ARTICLE I

USE OF LAND

1.1 Residential Lots. The lots located and shown on the recorded plat of Riverside Commons Plat One shall be referred to herein as “residential lots.” Structures constructed on residential lots must meet or exceed the following minimum requirements:

<table>
<thead>
<tr>
<th>LOT</th>
<th>STORIES</th>
<th>SF</th>
<th>GARAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-6</td>
<td>1-1/2</td>
<td>2,500</td>
<td>2-car</td>
</tr>
<tr>
<td>7,8</td>
<td>1-1/2</td>
<td>2,500</td>
<td>2-car</td>
</tr>
<tr>
<td>9-14</td>
<td>1-1/2</td>
<td>3,000</td>
<td>2-car</td>
</tr>
<tr>
<td>15,16,17</td>
<td>1-1/2</td>
<td>3,000</td>
<td>2-car</td>
</tr>
<tr>
<td>18,29,20</td>
<td>1-1/2</td>
<td>2,400</td>
<td>2-car</td>
</tr>
<tr>
<td>21,22,23,24</td>
<td>1-1/2</td>
<td>2,500</td>
<td>2-car</td>
</tr>
<tr>
<td>25,26,27</td>
<td>1-1/2</td>
<td>2,400</td>
<td>2-car</td>
</tr>
</tbody>
</table>

Story is defined as a full story above grade at front drive. Second stories are not required over garages. SF [Square Footage] is defined as enclosed, finished and heated habitable space, measured from the outside face of the exterior walls, excluding attics, basements (finished or unfinished) and garages. Garage is a structure with 2 full-size bays for automobile storage. With respect to each structure erected or maintained in Riverside Commons Plat One, all utility services shall be underground; provided, however, wiring on the existing poles serving the restricted area of the Miami Valley Reserve may remain and be maintained as such.

1.2 Description of Residential Lots. Certain pairs of residential lots within Riverside Commons Plat One may, with the prior written approval of the Committee (as hereinafter defined), have dwellings constructed thereon that are attached to the adjoining residential lot. In such instance, the provisions of Article III shall apply.
1.3 **Common Area and Streets.** The real estate designated on the recorded plat as common area, utility easements and streets shall be used exclusively for roadway and utility purposes, for non-commercial recreational purposes and for open space. It is Developer's intent that the common area designated on the recorded plat of Riverside Commons Plat One shall be primarily for the use and enjoyment of the residents Riverside Commons. Developer and/or the Association may adopt rules and regulations governing the use of the common are within Riverside Commons. Except as expressly authorized under Section 6.1 hereof, the common area shall not be built upon or be otherwise improved (but shall be maintained by the Association) and shall not be conveyed or be otherwise transferable. Developer shall contribute sufficient initial capital to the Association to manage, maintain, and repair the common area until ownership of the common area is conveyed by Developer to the Association, subject to the provisions of Article V hereof.

1.4 **Use Restrictions.** No building or structure on any residential lot and no portion of any residential lot shall be used for other than residential purposes (except those structures constructed on the common areas in accordance with Section 6.1 hereof); provided, however, home occupations permitted by the City of Maumee Zoning Code, as now enacted or hereafter amended shall be permitted within a building or structure on a residential lot. Until the adoption by the Association of rules and regulations governing the rental of dwellings, no dwelling may be rented by the owner to others, in whole or in part, except in accordance with such rules and regulations, except for the completion of leases entered into prior to the adoption of such rules and regulations. 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 that may become an annoyance or nuisance. No clothing, bed clothes, laundry or similar articles or other items or materials shall be hung out or exposed from any residence or on any part of any residential lot or on any part of the common areas of the Subdivision, provided, however, that the foregoing shall not prohibit such activity within enclosures that completely shield such laundry from view that have been approved in advance of construction by the Committee. 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 that has been approved in writing in advance of construction by the Committee as provided under Article II hereof. No lot shall be used for the storage of automobiles, motor homes, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into the structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.5 **Commencement of Construction of Structures; Completion of Structures; No Occupancy of Incomplete Dwellings or Other Shelters.** All structures must be completed by an owner within one (1) year following the commencement of construction. No soil, dirt or gravel than that incidental to construction of approved structures shall be removed from residential lots without the written approval in advance from the Committee as provided under Article II hereof. 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 Committee as provided under Article II hereof. 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.
1.6 **Accessory Structures.** Sheds, barns and other similar accessory buildings are not permitted within the Subdivision unless specifically authorized by the Committee.

1.7 **Swimming Pools.** Subject to the provisions of this Section and Article II hereof, swimming pools shall be permitted within the Subdivision; provided, however, any swimming pool constructed within the Subdivision shall be in-ground and shall only be permitted within the rear yard of a residential lot. Only one (1) swimming pool shall be permitted per residential lot. The rear yard surrounding a swimming pool shall be enclosed by a solid wall or fence no less than six (6) feet in height. Swimming pool filtration and heating equipment shall be enclosed in the garage or other enclosed storage area of the residence. For purposes hereof, a swimming pool means a swimming pool, tank or other fabricated structure containing at least two (2) feet of water, with a capacity for seven (7) or more persons, intended for recreational swimming by its owner.

1.8 **Outdoor Saunas / Tubs.** Subject to the provisions of this Section and Article II hereof, outdoor saunas and tubs shall be permitted within the Subdivision. Any pool with a capacity of six (6) or fewer persons shall be classified as an outdoor sauna or tub. Outdoor saunas and tubs, when constructed as a connected and integral part of a swimming pool, shall be constructed to the standards for a swimming pool. Stand-alone outdoor saunas and tubs shall be located no more than twenty (20) feet from the primary residence. Outdoor saunas and tubs shall have privacy screens, either as an integral part of the unit, or constructed as part of a screen or fence around a yard as for a swimming pool. Such screen or fence shall extend not less than six (6) feet above the primary floor surface or grade upon which the sauna or tub is mounted.

1.9 **Flagpoles.** Each residential lot is permitted to have a single ground mounted flagpole for the purpose of flying an official flag of the United States of America or the State of Ohio. The flagpole on a residential lot shall be properly proportioned and scaled to the size of the building and surrounding property. Only flags of the United States of America or the State of Ohio are permitted to be flown within the Subdivision. No other flag (i.e. commercial logos, sports teams, seasonal decoration, etc.) may be flown from any flagpole within the Subdivision. Wall mounted flagpoles are permitted up to a maximum of two (2) per single-family structure. Proper etiquette shall be observed with respect to the display of the flag.

1.10 **Satellite Dishes.** Ground-mounted and roof-mounted satellite signal-receiving dishes are not permitted within the Subdivision. A single wall-mounted satellite signal-receiving dish is permitted for each dwelling on a residential lot, provided the size of the dish does not exceed one (1) meter in diameter. Such dishes shall be painted, or otherwise obscured from public view, to blend harmoniously with the architecture of the home and the association. Wiring for dishes shall be concealed within the wall of the structure. No wiring or conduit for a satellite dish shall be exposed on a wall for a distance greater than twelve (12) inches.

1.11 **Outdoor Sporting Equipment.** Basketball backboards may not be mounted on any building within the Subdivision. Basketball backboards may only be placed on a pole in the rear yard of any dwelling. No basketball backboard shall be visible from the front yard of the residential lot on which it is erected. Playground equipment for children shall only be installed in the rear yard of a residential lot and the height of playground equipment on residential lots may not exceed eight (8) feet above grade. Any such playground equipment shall be primarily
constructed of wood. Playground equipment not primarily constructed of wood shall not be erected or maintained within Riverside Commons. Nets and courts for field sports (volleyball, badminton, tennis, etc.) may be temporarily erected on a residential lot in the rear yard for the time during which they are in use. Nets shall be dismantled at the end of each day. Permanent nets and courts are not permitted within the Subdivision (except as may be constructed on the common areas by the Developer).

1.12 Pets. Only domesticated dogs, cats or other household pets calculated not to cause a nuisance or create an unreasonable disturbance suitably maintained and housed within a dwelling, may be kept on any residential lot; provided, however, no more than two (2) dogs and two (2) house cats may be kept on any residential lot. Such pets shall be kept subject to rules and regulations adopted by the Association. No other animals may be kept on any residential lot. No animal may be kept, bred or maintained for any commercial purpose. No dog runs, dog houses or the like may be placed or constructed on any residential lot. Such pets will be permitted on the common area of the Subdivision only if on a leash. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with rules and regulations adopted by the Association.

1.13 Signs. No signs of any character, including, but not limited to, advertising “for sale”, “for lease” and political signs shall be erected, placed, posted or otherwise displayed on or about any residential lot. Notwithstanding the foregoing provision of this Section:

(a) Until such time as Developer has conveyed to others all residential lots in the Subdivision, Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the residential lots in the Subdivision and to maintain signs on River Road advertising the sale of residential lots or condominium units in the Subdivision; and

(b) Developer and builders who have purchased residential lots in the Subdivision for the resale to others before or after the construction of dwellings thereon shall be permitted to erect temporary “for sale” signs not exceeding twenty (20) square feet per side and, as to builders, approved in advance as to design and color by Developer.

1.14 Storage of Personal Property. Any commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, trucks, boats, buses, tents, mobile homes, trailers or other similar housing devices, if stored on any residential lot in Riverside Commons Plat One, shall be suitably housed within the attached garage.

1.15 Prohibited Vehicles. Notwithstanding any other provision of this Declaration to the contrary, no vehicles in excess of 8,000 pounds, curb weight, shall be permitted to be kept in the Subdivision, including but not limited to the roadways within the Subdivision; provided, however, this provision shall not apply to (i) construction activities conducted by Developer, (ii) construction activities associated with the construction of structures on a residential lot, (iii) vehicles for moving in or out of a dwelling, (iv) other vehicles making deliveries to a lot within the Subdivision, (v) vehicles servicing the common areas of the Subdivision.
1.16 Disposal of Rubbish. All rubbish, debris and garbage shall be stored and
maintained in containers entirely within a structure or enclosed behind an approved wall with a
minimum height of five (5) feet and with an approved access gate, both such structures shall be
approved in advance in writing by the Committee as provided under Article II hereof.
Additional rules and regulations for the storage, maintenance and disposal of rubbish, debris,
leaves and garbage may from time to time be established by the Association.

1.17 Lighting. Except for traditional holiday lights, all exterior lights must be
approved in accordance with Article II hereof. Holiday decorative lights may be displayed for
two (2) months prior to and one (1) month after any commonly recognized holiday for which
such lights are traditionally displayed. Holiday lights must not be of such size, intensity and
quantity so as to unreasonably disturb other lot owners in the Subdivision or otherwise create a
nuisance.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and
specifications for all buildings and other improvements and structures (including, but not limited
to, signs, fences, walls, decks, patios, driveways, hedges, garages, basements, wells (for
recreation or maintenance purposes only), pools, outdoor saunas and tubs, flagpoles and other
enclosures) to be constructed within the Subdivision shall be submitted for examination to the
Architectural Control Committee (hereinafter described and referred to herein as the
"Committee") and written approval of the Committee to such 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 Committee shall approve, reject or approve with
modifications all submissions within fourteen (14) days after submission of the plans and
specifications required hereunder to the Committee. 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, the finished grade elevation thereof. Six (6) copies of the plans shall be
submitted and one (1) copy of samples or other exhibits shall be submitted. Such plans and
specifications shall be prepared by a competent registered architect, appropriately experienced in
luxury residential design and duly licensed in the State of Ohio. The Committee may, in its sole
discretion, and on a case by case basis, waive this requirement in favor of a highly skilled and
experienced professional residential designer, subject however to the submission, review and
approval of the credentials and portfolio of the designer. In approving plans and specifications
for residential lots in Plat One, the Committee may require that the exposed surface of common
walls be suitably finished by the owner thereof if construction of the adjoining residence, if any,
is not commenced within a reasonable time after completion of the common wall, as determined
by the Committee.

2.2 Pre-Design Meeting Required. Persons desiring to construct any building,
improvement or exterior alteration to any building are required to meet with the appointed
representative of the Committee prior to commencing the planning and design for such work.
2.3 Membership of Architectural Control Committee. The Committee shall be composed of three (3) members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the residential lots in the Subdivision to others and residences shall have been erected on all of the residential lots in the Subdivision. Thereafter, the Association shall have the right to appoint the members of the Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns, (i) the right and privilege to assign its appointment rights under this Section 2.3 to any successor to its interest as Developer of the Subdivision; and, (ii) the right and privilege to relinquish to the Association its appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.

2.4 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Riverside Commons 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 Committee, complement each other 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 Committee 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 the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Riverside Commons as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in Riverside Commons as a whole. In approving or withholding its approval of any plans and specifications, the Committee shall also have the right to consider the terms of the document entitled "Architectural Guidelines For Riverside Commons Homeowners' Association, Inc.‖ as from time to time amended. Any determination made by the Committee, in good faith, shall be binding on all parties in interest.

To that end, it is deemed desirable that architectural styles be truly representative of the Classic origins of Greco-Roman architectural heritage. Residential lot owners and designers are encouraged to look to the works of Andrea Palladio, Ledoux, E. L. Lutyens, Thomas Jefferson, Demetri Porphyrios and other successful related practitioners for inspiration. Nevertheless, it is paramount that the architectural orders of the American Vignola be followed. Proper scale, balance, mass and proportion are mandated. All elevations of buildings are subject to this requirement. Further, landscape design is integral to the overall design of the finished project. Therefore, in both the building design and site design, only those solutions that adhere to practical Classical design will be considered. Contemporary or trendy design solutions will not
be considered nor allowed to be constructed. Styles outside of the Greco-Roman tradition (e.g., Moorish, Egyptian, Byzantine and others) should not be incorporated.

2.5 Location of Structures: Extensions into Common Areas. All dwellings and accessory structures within the Subdivision shall be erected wholly within the residential lot lines and no closer to any of the roadways than the set-back lines of the residential lots as shown on the recorded plans. If approved in advance in writing by the Committee, roof overhangs, and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

2.6 Landscaping. Developer shall establish a master plan for the landscaping of the Subdivision, which master plan shall serve as a model or guide in the preparation of all individual landscaping plans for residential lots. True copies of the master landscaping plan shall be filed with the Association and with the Committee. Prior to commencement of construction on any residential lot, an individual landscaping plan, prepared by, or under the direct supervision of, a licensed landscape architect, appropriately experienced in luxury residential design and familiar with native species, for each lot shall be submitted to and approved in writing by the Committee. The design of the landscaping around each structure shall be prepared by, or under the direct supervision of, a licensed landscape architect, appropriately experienced in luxury residential design and familiar with native species. The Committee may, in its sole discretion and on a case-by-case basis, waive the requirement that the landscape plan be completed by a landscape architect in favor of appropriately experienced landscape designers employed by a professional lawn and landscape service company. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence.

2.7 Engineering Design Required. The design of foundations and related structural components of buildings constructed on lots seven (7) through sixteen (16) shall be designed by a registered professional engineer experienced in the structural design of foundations for hillside conditions. Such engineer shall be duly licensed to practice engineering in the State of Ohio.

2.8 Trees. Subject to the provisions for yards and plantings under Section 2.6 above, Developer and the Association shall preserve, insofar as possible and consistent with the development of Riverside Commons, the trees and natural attributes of the common areas. No trees greater than six (6) inches in diameter at four (4) feet above grade shall be removed in connection with the development of any residential lot except as approved in advance in writing by the Committee and as shown on the approved site plan for the construction.

2.9 Establishment of Grades. Subject to the requirements shown on the recorded plans of Riverside Commons, Developer shall have the sole and exclusive right to establish grades, slopes and swales on the common area and on all residential lots and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Riverside Commons.

2.10 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in
the actual construction or location of the improvement without the written consent of the Committee, such variance shall be deemed a violation of these restrictions.

2.11 **Voting by Architectural Control Committee, Non-Liability for Determinations.** Determinations by the Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the Committee, not less than two (2) days notice of a meeting shall be given each member in writing or by telephone at her or his residence address. Two (2) members of the Committee shall constitute a quorum. Although the Committee and Developer are granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Riverside Commons, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge the Committee and Developer from any claims they may have against either the Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

**ARTICLE III**

**PARTY WALLS: UTILITY EASEMENTS**

**OVER RESIDENTIAL LOTS: DRIVEWAY EASEMENTS**

3.1 **General Rules of Law to Apply to Party Walls.** To the extent not inconsistent with the provisions of this Article III and unless the owners of adjoining residential lots should otherwise agree, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built or maintained at anytime within Riverside Commons Plat. One pursuant to plans and specifications approved in advance in writing by the Committee. In the event that any portion of any structure, including any foundation, footer, overhang, fireplace, party wall, decorative wall, or fence, which has been constructed on or along a lot line in accordance with plans and specifications approved by the Committee shall protrude not more than six inches (6") onto or over an adjoining residential lot, such protrusion shall not be deemed to be an encroachment upon the adjoining residential lot or lots, but the rights and obligations of the adjoining lot owners with respect thereto shall be governed by this Article III and no residential lot owner shall maintain any action for the removal of such protrusion. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that there shall be a perpetual easement in favor of the encroaching party, so long as such use shall be maintained, for: (i) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct such protrusion; and (ii) lateral support of such protrusion by the subsoil and minerals in and under the servient parcel; provided, however, that the foregoing easement shall not be construed to prevent the owner of any residential lot from making excavations on her or his lot for construction, reconstruction, enlargement, maintenance or repair of her or his dwelling so long as she or he shall protect the rights granted the adjoining residential lot owner hereunder in making such excavations. The foregoing shall also apply to any replacements of the original structure, party wall, decorative wall or fence. The foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration of Restrictions. This section shall apply only to party walls that have been properly
located under plans and specifications approved in writing by the Committee in advance of construction and shall not be deemed to validate or to waive the right of any residential lot owner to require the removal of any encroachment that has not been so approved by the Committee.

3.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be equally shared by the residential lot owners who make use of the wall or fence in proportion to such use.

3.3 Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any residential lot owner who has used the wall or fence may restore it, and if the adjoining residential lot owner thereafter makes use of the wall or fence, she or he shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of the residential lot owner who restores the wall or fence to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

3.4 Right to Contribution Runs with Real Estate. The right of any residential lot owner to contribution from any other residential lot owner under this Article III shall be appurtenant to the real estate and shall pass to such residential lot owner's successors in title.

3.5 Arbitration. In the event any dispute arise concerning a party wall or party fence under the provisions of this Article III, the owners of the lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711 Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party the dispute shall be presented to three (3) arbitrators. Each party shall choose one (1) arbitrator, the arbitrators so chosen shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators. The place of arbitration shall be Lucas County, Ohio. Each party shall pay all costs of her or his arbitrator. The costs of the third arbitrator and of the arbitration proceeding shall be borne equally by the parties.

3.6 Utility Easements Across Lots and Through Dwellings. In establishing the easements for and location of utility lines over the common area of the Subdivision, Developer may determine it to be an aesthetic benefit to and in the best interest of the Subdivision to locate such utility lines and the surface improvements serving such lines (such as electrical transformers and meters) in any common area lying between pairs of residential lots to minimize the number of such installations that will be visible in the Subdivision. In such event, the utility lines serving one (1) residential lot in a pair of lots may extend over the adjacent residential lot and/or through the dwelling located on such adjacent residential lot. Where such situation should occur, there is hereby created an easement for such lines over the servient residential lot and, to the extent necessary, through any dwelling located thereon for the benefit of the benefited residential lot and the dwelling located thereon with right of access, upon reasonable notice, to maintain, replace and repair such lines at the sole cost of the benefited residential lot and in such manner as will cause the least disturbance to the servient residential lot.
ARTICLE IV

RIVERSIDE COMMONS HOMEOWNERS' ASSOCIATION, INC.

4.1 Membership in Association. All owners of a residential lot or condominium unit (if the Subdivision is expanded to encompass additional land) in Riverside Commons, including Developer, and all persons who hereafter acquire title to a residential lot or condominium unit in the Subdivision, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership, including, but not limited to, one (1) vote on each matter submitted to a vote of members of the Association for each residential lot or condominium unit in the Subdivision owned by her or him and subject to all of the duties and obligations therefor as set forth in the recorded plats of Riverside Commons, this Declaration of Restrictions, and the Articles of Incorporation, Code of Regulations, and rules and regulations of the Association. Notwithstanding the foregoing, until the common area is conveyed by Developer to the Association, Developer shall be entitled to forty-nine (49) votes for each residential lot in Riverside Commons owned by Developer (or on its behalf). Where title to a residential lot or condominium unit is in more than one (1) person, such co-owners acting jointly shall be entitled to only one (1) vote.

4.2 Rights of Members. Subject to the provisions of Section 1.3 above, each member of the Association, in common with all other members, shall have the right to use the roadways, the common area and the utility easements in the Subdivision for all purposes incident to the use and occupancy of her or his residential lot or condominium unit as a place of residence and shall have a nonexclusive easement together with the other owners of residential lots and condominium units to the use and enjoyment of the roadways, the common area and the utility easements. All members of the Association shall use the roadways, the common area and the utility easements in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants, except the extent that the Committee has approved in advance the installation into the common areas immediately adjacent to dwellings erected on a residential lot of patios, open porches, docks, walkways, driveways, decorative walls, private screens or shrubbery.

4.3 Association Rights. The Association shall have the power and right:

(a) to acquire title from Developer to all roadways, common areas, buffer lots and utility easements that may be designated for the common use and enjoyment of residential lot and condominium unit owners in the recorded plats of Riverside Commons and to manage, maintain and repair such roadways, common area, buffer lots and utility easements;

(b) to enforce all provisions herein and in the recorded plats of Riverside Commons;

(c) to adopt rules and regulations of general application governing the management, maintenance, repair and rental of dwellings and the roadways, common area and utility easements on the recorded plats of the Subdivision;
(d) in the event an owner of any residential lot fails to repair and maintain the exterior of her or his residence in first-class condition within forty-five (45) days after delivery of notice from the Association to her or his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required (if such notice is not hand delivered, it shall be sent by registered mail, post paid, return receipt requested) then the Association, upon the affirmative vote of a majority of its Directors, shall have the right to enter upon the residential lot and to repair and maintain the exterior of such residence with the cost of any such repair or maintenance being added to and becoming a part of the Association's assessment against the residential lot, and

(e) to carry out all other purposes for which it was organized or which it may hereafter be authorized to undertake.

4.4 Ownership of Common Area. Notwithstanding the provisions of paragraph 4.1 of this Article IV and any designation of "common area" on the recorded plats of Riverside Commons and subject to the terms of the Owner's Certifications contained in such plats, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such common area unless and until Developer shall convey such common area to or for the benefit of the Association. Thereafter, the owners of the residential lots and condominium units in the Subdivision shall have only those rights with respect to the common area as are granted them hereunder and under the recorded plat or plats of Riverside Commons, the Articles of Incorporation, Code of Regulations and rules and regulations of the Association. Developer, by its execution and recording of these restrictions and the platting of Riverside Commons does not represent or warrant that it will, and shall not be obligated to, convey any such common area to or for the benefit of the Association prior to the conveyance of the last residential lot by Developer to a third party, but may convey such common area to the Association at any time prior to conveyance of the last residential lot to a third party if it deems such conveyance desirable. Developer shall have the right to convey a portion of the area designated on the plat of Riverside Commons as "Lot D" to a third party; upon such conveyance, this Declaration of Restrictions shall no longer affect the portion conveyed.

ARTICLE V

ASSESSMENT OF OWNERS

5.1. Annual Assessment. For the year commencing January 1, 2004 and each calendar year thereafter, each and every residential lot and residential lot owner in Riverside Commons shall be subject to an annual assessment in such amount as may be annually determined by the Association. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be paid to the Association in not more than four (4) equal installments not later than the first days of January, April, July and October of each year. The annual assessment shall become a lien against each residential lot on the first day of the year in which it is due and shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each residential lot at the time when the assessment becomes a lien. If default occurs in any payment of the annual assessment for a period of sixty
(60) days after 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 Riverside Commons Homeowners' Association, Inc. claims a lien for unpaid annual assessments for the year(s) in the
amount of against the following described real estate:

{Insert legal description}

The records of the Association indicate that

is (are) the present owner(s) of such real estate.

Riverside Commons Homeowners' Association, Inc.
By: [Signature]

[Signature]

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of

[Signature]

Riverside Commons Homeowners' Association, Inc., an Ohio non-profit
corporation, on behalf of the corporation.

In the event any payment of the annual assessment is not paid when due, the Association may,
when and as often as delinquencies occur, proceed by process of law to collect the amount
then due by foreclosure of the above-described lien or otherwise and in such event the Association
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 attorneys' 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 her or his residential lot. The lien of the
assessments provided for herein shall be subordinate to the lien of any first mortgage
encumbering a residential lot. 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
5.2 Application of Assessments. The annual assessments shall be levied against all residential lots in Riverside Commons except for any lot owned or leased by the Association for the common use and enjoyment of the owners of residential lots in the Subdivision. The assessments shall be applied toward the payment of the following costs and expenses:

(a) Utilities and waste removal for the roadways, the common area and the utility easement areas;

(b) Fire, casualty and liability insurance to protect the Directors and Officers of the Association, as well as the Association and its members, for liability incident to the ownership and use of the roadways, the common area and the utility easement areas;

(c) Landscaping, gardening, snow and trash removal, and management, maintenance, repair and replacement of the roadways, common area and the utility easement areas;

(d) Employment, if any, of security personnel and facilities for the benefit of all of the owners of the residential lots in the Subdivision;

(e) Employment of services and personnel required for the management, maintenance, repair and replacement of the roadways, the common area and the utility easement areas and facilities located thereon, including legal and accounting services and to enforce, if necessary, the terms and conditions of the Declaration of Restrictions, the Articles of Incorporation, Code of Regulations and rules and regulations of the Association, and any violations or infractions thereof;

(f) All real estate, personal property and other taxes levied against the Association or any of the common areas and utility easement areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets;

(g) Operation and maintenance of all underground utility lines owned by the Association;

(h) Any other costs and expenses reasonably incurred by the Association in performing its obligations under the recorded plats of Riverside Commons, these Restrictions or under the Articles of Incorporation or Code of Regulations of the Association; and

(i) The establishment of reserves to pay the estimated future costs of any of the foregoing.

Annual assessments may be increased, decreased or adjusted from year to year by the Association as the interests of the residential lot owners may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any
residential lot owner or condominium unit owner and after payment of a reasonable charge therefor the Secretary or Treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE VI

EASEMENTS

5.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant covenants, easements and rights of way for the construction, operation, maintenance and use of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities for the public roadways within the Subdivision; 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 "common area," "utility easement," "drainage easement," "sanitary easement," or with words of similar import, on the recorded plats of Riverside Commons, and along and upon all roadways 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 utility company to go upon the residential lots from time to time to construct, install, relocate, repair, maintain and replace such utility lines and to trim trees, shrubbery, or other growth or obstructions 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 "common area," "utility easement," "drainage easement," "sanitary easement," or with words of similar import, upon the recorded plat or plats of Riverside Commons, except as expressly authorized under Paragraph 2.5 hereof; provided, however, Developer shall be entitled to construct a community building, swimming pools, a chapel structure, gazebos, and a picnic shelter and such other structures for the use of all residential lot owners and condominium unit owners within the Subdivision. The term "structures" as used in the preceding sentence shall include, but not be limited to, houses, garages, and other buildings. 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.

ARTICLE VII

CONSTRUCTION OF SIDEWALKS

7.1 Sidewalks to be Maintained by Lot Owners. Developer shall construct all sidewalks in the plat of the Subdivision as set forth on the recorded plat. Each residential lot owner shall maintain, repair and replace the sidewalk on such residential lot owner's residential lot.
ARTICLE VIII

DURATION OF RESTRICTIONS, AMENDMENTS

3.1 Term. These covenants and restrictions shall run with the real estate and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the first day of January, 2014, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

3.2 Amendments. These covenants and restrictions may be amended at any time, and from time to time, with the written approval of the then owners of not less than seventy-five percent (75%) of the voting power of the Association, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and evidencing the consent of the approving residential lot owners thereto. Prior to January 1, 2014, the Developer shall have the right to unilaterally amend this Declaration of Restrictions.

ARTICLE IX

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

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

9.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by act of the owners of residential lots or condominium units in Riverside Commons shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

9.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot or condominium unit in Riverside Commons shall be made subject to these restrictions.

9.4 Notices. Any notice required to be sent to any owner of a residential lot or condominium unit or any part thereof or to Developer or to the Association or to the Committee 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 or to any member of the Committee as such address appears on the applicable public record or on the records of the Association or the Committee.

9.5 Developer's Rights Assignable. Interpretation of Restrictions. The rights, privileges, and powers granted by this Declaration of Restrictions to, and/or reserved by,
Developer shall be assignable at any time and shall inure to the benefit of the successors and
assigns of Developer, and any such assignment by Developer shall be in writing and shall be
recorded in the office of Recorder of Lucas County, Ohio. Developer shall have the right to
construe and interpret these restrictions and its construction and interpretation, in good faith,
shall be final and binding as to all persons and property benefited by such restrictions.
Developer reserves the right to relinquish its power to construe and interpret these restrictions by
written instrument delivered to the Association whereupon all rights with respect thereto shall
thereafter be exercised by the Association.

9.6 **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.

9.7 **Limitation of Warranties; Indemnification of Directors, etc. of Association.** By
acceptance and recording of a deed to a residential lot or a condominium unit in Riverside
Commons, each owner shall be deemed to have acknowledged and agreed that there are no
representations or warranties, express or implied, by the Developer or the Association with
respect to the merchantability, fitness, or suitability of the residential lots for the construction of
residences or with respect to the Subdivision other than as expressly stated in writing (1) by the
Developer to the lot owner; or, (ii) in this Declaration of Restrictions; or, (iii) in the Articles of
Incorporation and Code of Regulations of the Association. The Articles of Incorporation of the
Association provide that the Directors, officers, employees and agents of the Association shall be
indemnified by the Association to the fullest extent permitted by law for their actions taken or
behalf of the Association, including their actions taken under this Declaration of Restrictions.

9.8 **Waiver of Restrictions by Architectural Control Committee.** Each residential lot
owner or condominium unit owner, by acceptance of a deed to a residential lot or condominium
unit, agrees and consents and shall be deemed to agree and consent for herself or himself and for
her or his heirs, personal representatives, successors and assigns, that if, in the opinion of the
Committee, the shape, dimensions, number of structures, location of natural features such as
trees, or topography of the residential lot upon which a building or improvement is proposed to
be made, is such that a strict construction or enforcement of the requirements of the recorded plat
of any provision of these restrictions would work a hardship, the Committee may, in writing,
grant waivers from these restrictions as to such residential lot so as to permit the erection of such
building or the making of the proposed improvements.

9.9 **Modification of Restrictions. Hardship.** In the event of a material change in
conditions or circumstances from those existing at the time these restrictions are adopted that
would cause the enforcement of these restrictions to become a hardship upon any of the owners
of residential lots, or that would cause such restrictions to cease being beneficial to the owners of
such residential lots, Developer and/or any owner or owners of residential lots shall have the
right to modify these restrictions so as to remove the hardship, or make the restrictions such as to
be beneficial to all residential lot owners, by filing for record with the Lucas County, Ohio
Recorder an instrument adopting such modification to these restrictions. The provisions of this
paragraph shall not be construed as a limitation upon the right of the Committee to modify the
provisions of these restrictions as provided in paragraph 9.8 of this Article IX, nor shall it limit
the provisions of Article VIII hereof.
9.10 **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, CSB Investors, LLC, the Developer, has caused this Amended and Restated Declaration of Restrictions to be executed on its behalf by its duly authorized member this 4th day of October, 2003 and the Riverside Commons Homeowners Association, Inc., the Association, acting by and through its duly authorized officer has caused this Declaration of Restrictions to be executed on its behalf this 4th day of October, 2003.

CSB INVESTORS, LLC, an Ohio limited liability company
By: Eric W. Beale
Its: Member

RIVERSIDE COMMONS
HOMEOWNERS' ASSOCIATION, INC.
an Ohio non-profit corporation
By: Maryann D. Shuhm
Its: President

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 4th day of October, 2003, by Eric W. Beale, a Member of CSB Investors, LLC, an Ohio limited liability company, on behalf of the company.

Cheryl L. Gensler
Notary Public
Notary Public, State of Ohio
Commission Expires 12-30-06
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 4th day of October, 2003, by Mary Ann B. Sluhan, President of Riverside Commons Homeowners' Association, Inc. an Ohio non-profit corporation, on behalf of the corporation.

[Signature]

Notary Public, State of Ohio
Commission Expires 12/2/2005

This instrument was prepared by:
Gene R. Abercrombie, Esq.
Eastman & Smith Ltd.
One SeaGate, 24th Floor
P.O. Box 10632
Toledo, OH 43699-0632
(419) 241-6000
EXHIBIT A

A PLANNED UNIT DEVELOPMENT
CITY OF MAUMEE, LUCAS COUNTY, OHIO

LEGAL DESCRIPTION

A parcel of land being part of Private Grant 579, City of Maumee, Lucas County, Ohio and being more particularly described as follows:

Commencing at a found stone in a monument box at the intersection of the centerline of River Road (right-of-way varies) and the Northeasterly line of Private Grant 579;

thence South 59° 18' 06" West, on the said centerline of River Road, a distance of 1246.58 feet to a PK nail found at the intersection with the Southwesterly line of Private Grant 579;

thence South 30° 38' 42" East, on said Southwesterly line of Private Grant 579, a distance of 30.00 feet to a set concrete monument (Note: all concrete monuments indicated as being set are 5/8 inch iron pins encased in a 6 inch diameter by 30 inch in length concrete) at the intersection of the Southeasternly right-of-way line of River Road, point also being the TRUE POINT OF BEGINNING of the parcel herein described;

thence North 59° 18' 06" East, on the said Southeasternly right-of-way line of River Road a distance of 140.00 feet to a set concrete monument;

thence South 30° 38' 42" East, on a line being parallel with the Southwesterly line of Private Grant 579, a distance of 204.13 feet to a set concrete monument;

thence North 59° 21' 18" East, on a line being perpendicular to the Southwesterly line of Private Grant 579, a distance of 366.00 feet to a set concrete monument;

thence North 30° 38' 42" West, on a line being parallel with the Southwesterly line of Private Grant 579, a distance of 67.00 feet to a set concrete monument;

thence North 59° 21' 18" East, on a line being perpendicular to the Southwesterly line of Private Grant 579, a distance of 40.00 feet to a set concrete monument;

thence South 30° 38' 42" East, on a line being parallel to the Southwesterly line of Private Grant 579, a distance of 67.00 feet to a set concrete monument;

thence North 59° 21' 18" East, on a line being perpendicular to the Southwesterly line of Private Grant 579, a distance of 99.00 feet to a set concrete monument;

thence South 59° 21' 18" East, on a line being parallel with the Southwesterly line of Private Grant 579, a distance of 96.82 feet to a set concrete monument;

thence South 40° 15' 01" East, a distance of 185.79 feet to a set concrete monument;

thence South 45° 24' 18" East, a distance of 133.41 feet to a set concrete monument;
thence South 30° 38' 42" East, on a line being parallel with the Southwesterly line of Private Grant 579, a distance of 52.00 feet to a set concrete monument.

thence North 58° 21' 18" East, on a line being perpendicular to the Southwesterly line of Private Grant 579, a distance of 335.74 feet to a concrete monument set at the intersection with the Northeasterly line of Private Grant 579, also being the Southwesterly line of Manitou Grounds Amended (Plat Volume 34 Page 38);

thence South 30° 34' 33" East, on the said Northeasterly line of Private Grant 579 and the Southwesterly line of Manitou Grounds Amended, a distance of 475.96 feet to a found concrete monument;

thence South 59° 18' 06" West, on a line being parallel with the centerline of River Road, a distance of 1245.17 feet to a set concrete monument at the intersection with the Southwesterly line of Private Grant 579, also being the Northeasterly line of Miami Manor Subdivision (Plat Volume 27 Page 33);

thence North 30° 38' 42" West, on the Southwesterly line of Private Grant 579 and the Northeasterly line of Miami Manor Subdivision, a distance of 1139.12 feet to the TRUE POINT OF BEGINNING of the parcel herein described, said parcel containing 21.268 acres of land, more or less, subject to all easements, zoning restrictions of record and legal highways.

The bearings used herein are based on state plane grid.

The above description was based on a survey performed under my supervision during May of 2000.