Saddle Ridge
Lots 1 through 9

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DECLARATION OF RESTRICTIONS
AS TO
SADDLE RIDGE, LOTS 1 THROUGH 9
LUCAS COUNTY, OHIO

WHEREAS, Wing Leung, LLC (hereinafter referred to as "Developer") is the owner of Lot numbers 1, 2, 4, 5, 6 and 7 in Saddle Ridge in Sylvania Township, Lucas County, Ohio, same being recorded in Plats 149-85; [prior instrument reference: Deeds 00 0216A03] and

WHEREAS, Gary A. Hahn Builder/General Contractor, Inc. is the owner of Lot number 3 in Saddle Ridge in Sylvania Township, Lucas County, Ohio, same being recorded in Plats 149-85; [prior instrument reference: Deeds 02 0533D08] and

WHEREAS, Gary Choi and Ngai Fung Choi, husband and wife, are the owners of Lot number 8 in Saddle Ridge in Sylvania Township, Lucas County, Ohio, same being recorded in Plats 149-85; [prior instrument reference: Deeds 00 0645C05] and

WHEREAS, Wing Leung Choi and Chuen Tai Choi, husband and wife, are the owners of Lot number 9 in Saddle Ridge in Sylvania Township, Lucas County, Ohio, same being recorded in Plats 149-85; [prior instrument reference: Deeds 00 0645C04] and

WHEREAS, all of said owners of lots in Saddle Ridge, for the benefit of themselves and all future owners of all or any part of the subject property, desire to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of the subject property, in order to insure the stability of land values and to protect all future owners of all or any part of the subject property from variations not in keeping with the uses, improvements and enjoyments described herein;

NOW THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of said property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, the aforesaid owners of said lots, for their successors and assigns, do hereby declare and stipulate that the subject property, and every part thereof sold, conveyed, or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to wit:
ARTICLE I

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style or architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the landscape plan, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the developer, and no dwelling except such as conforms to said plans, specification and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in Saddle Ridge, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Developer hereby establishes the following initial restrictions (which shall not be construed as limiting Developer’s discretion to adopt and enforce other/additional restrictions):

a) each lot shall have a maximum of one (1) single family dwelling;
b) the front of each dwelling shall be constructed of brick;
c) all garages shall be of the side load type;
d) vinyl siding shall be permitted on the side and back of any dwelling, subject to Developer approval as to color and quality;
e) ranch homes shall be a minimum of 1800 square feet, two story homes shall be a minimum of 2000 square feet;
f) each dwelling to have an exterior post lamp on sensor;
g) no vinyl windows shall be allowed, wooden windows shall be metal clad.

Section 2. 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 set back lines as shown on the recorded plat, or nearer to any front line, side line, or rear line than 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, portecochere, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or
Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single family dwelling such garage be made an integral part of said dwelling (with its openings to the side of said dwelling), nor unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Saddle Ridge, until the plans, specifications and a plot plan showing the location of such swimming pool shall have been approved in writing by Developer.

Section 6. The location of any and all driveways shall remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Saddle Ridge except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 7. No structure or any part thereof shall be erected, placed or maintained on any lot in Saddle Ridge nearer to the front or street line or lines than the building set back lines as shown on the recorded 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 concrete walks (and drive, 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 such portion 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. A vegetable garden, not to exceed 120 square feet, may be located behind a dwelling on any lot, provided that such vegetable garden is not readily visible from the street.

Section 8. No fence, hedge, wall of enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefore and shall be subject to the terms and conditions of said consent as to its style, type, height, width, color, construction, upkeep and any general conditions pertaining thereto that said consent may name. Developer shall not approve any storage shed or other outbuilding greater than 144 square feet.

Notwithstanding this restriction, the style of three-rail "split-rail" fences, but not the location, are hereby granted prior approval by the Developer, except for corner lots, provided such "split-rail" fences are not requested nearer to any street than the front building line of the residence, unless approved by the Developer in writing. All lots will require written approval before installation of said fencing.

Section 9. No basketball hoop or backboard shall be erected or attached to any front of any dwelling or garage. All basketball hoops and/or backboards wherever erected shall be approved by Developer before installation.

Section 10. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public facilities together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 11. Developer reserves to itself, its successors and assigns, the exclusive and perpetual right to grant easements in, through, under, on and/or over those areas designated on the plat of Saddle Ridge as easement, utility easement, drainage easement, sanitary sewer easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipelines and conduits, or another public utility facilities, together with the necessary or proper incidents and appurtenances, and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the
property in Saddle Ridge, over or upon which easements for the installation and maintenance of such public or private utilities will be or have been granted. No owner of any lot in Saddle Ridge shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the lots without the prior written consent of the Developer, its successors and assigns.

Section 12. Each lot in Saddle Ridge will have one single family dwelling, and no more. No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. No well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including but not limited to, well points, well casings, all pumps, wires, conduits and pipes, shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot. No pole, or overhead or exposed wires, whether for use in connections with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain on any lot or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. No signs of any character, other than the sales or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed or posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in Saddle Ridge.

Section 13. Other than two (2) dogs, two (2) cats or two (2) birds, all of which shall be maintained within the dwelling so as not to unreasonably disturb neighbors, the maintenance or harboring of any other animals is expressly prohibited in Saddle Ridge.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one such dryer may be used for each dwelling house. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front or side of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used or operated by
anyone from May 1st to October 1st of each year prior to eight o’clock A.M.

Section 15. If any commercial vehicle, boat, mobile home, car, trailer or other similar item is stored on any lot in Saddle Ridge it shall be housed within a garage and out of sight.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within twelve (12) months of the beginning construction.

Section 17. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or basement or within an approved outdoor fenced or hidden area. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time be established by Developer.

Section 18. Developer, its successors and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry abatement or removal. A failure thereof to enforce any of the restrictions, rights, reservations, limitations agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall an any and all times have the right to enforce the same.

Section 19. Developer, for itself, its successors and assigns, hereby reserves the right for and during the term of the foregoing restrictions and any renewal thereof, to file for record in the Recorder’s Office of Lucas County, Ohio an affidavit evidencing notice(s) given by Developer (by certified mail - return receipt requested) to an owner or owners of any lot within Saddle Ridge, that restrictions violations may exist upon said lot. The within reservation of right (and all other rights

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of Developer under this Declaration of Restrictions) shall inure to the benefit of the Homeowners Association of Saddle Ridge upon an assignment of said rights(s) by Developer to said Association duly filed in the Recorder’s Office of Lucas County, Ohio.

Section 20. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developer.

Section 21. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 22. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

Section 23. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of Saddle Ridge be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the designated street tree or trees and the mailbox and/or paper delivery box and replace when necessary the designated street tree or trees and/or the mailbox and/or paper delivery box of similar type, size, look and quality.

Section 24. No satellite dishes (or similar receiving or transmitting devices) of greater than 21 inches in diameter shall be permitted on any residential lot. No television or radio antenna shall be mounted on any building nor upon any tower constructed on any lot.

Section 25. Each and every lot in Saddle Ridge shall be subject to a maintenance charge in the amount initially established as Two Hundred Dollars ($200.00) annually, (such allotment shall be on a per lot basis) and payment to be made in one installment on the first day of May, each calendar year for such calendar year commencing 2005. Said maintenance charge shall be payable to Developer, or to its successors or assigns, and shall be applied to maintenance, repair and/or replacement of the common areas of Saddle Ridge, including the sanitary sewer lift station. In the event that the actual cost of maintaining,
repairing and/or replacing the common areas exceeds the amount contributed by each lot owner as provided in this Section, Developer shall equally divide the excess costs by 9 and the owner(s) of each lot will then be obligated to pay their share of such excess costs upon demand. Developer shall make available for inspection by lot owners all receipts for disbursements for maintenance, repair and/or replacement of the common areas of Saddle Ridge, however no lot owner(s) shall have the right to contest such expenditures by Developer or its successors or assigns.

Developer, or its successors or assigns, shall have a lien perpetually upon lots in Saddle Ridge to secure the payment of the annual maintenance charge and any excess maintenance costs. If in default of payment of such maintenance charge or excess maintenance costs, 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 Wing Leung, LLC, Developer of Saddle Ridge, claims a lien for unpaid annual assessments for the year(s) __________ in the amount of $__________ against the following described premises:
(insert legal description)

Wing Leung, LLC
Developer of Saddle Ridge

By: ____________________________
    Name/Title of officer

State of Ohio )
County of Lucas SS:

The foregoing instrument was acknowledged before me on this ___ day of ___ , 20__, by __________ , [Title] of Wing Leung, LLC.

Notary Public
ARTICLE TWO

Section 1. Upon the sale and development of all of the lots in Saddle Ridge, or sooner or later at Developer's discretion, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called Saddle Ridge Homeowners Association (or such other name as may be available), and upon the formation of such Association, every owner (meaning owner of full building site) shall become a member therein, and each such owner, including Developer (if it is still an owner), shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Developer shall by an instrument in writing, vest the Association, when formed, with rights, privileges and powers herein retained by the Developer, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

Section 3.1. The rights granted to the Developer in this Article Two, 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 Two, Section 3 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 Two, Section 3.1 shall terminate.

ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance of a deed of conveyance, (including the current owners of Lots 3, 8 and 9 who affix their signatures hereto), accept and hold their title subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of Developer and the Association created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the
land and bind every owner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, its successors or assigns, or the Association, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association may not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Developer, its successors or assigns, or by the Association.

In the event that Developer or its successors and assigns, or the Association or its successors and assigns, shall exercise any enforcement rights or remedies under this Article Three, Section 1, each Grantee of Developer shall be liable for the costs and expenses of said enforcement activities and/or actions, including but not limited to attorney fees and costs; and each Grantee of Developer shall pay for such costs and expenses immediately upon demand therefore by Developer or the Association or their respective successors and assigns.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2015, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended prior to January 1, 2015 with written unanimous approval of the then owners of all of the lots in Saddle Ridge, 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 lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2015, and may be amended or terminated thereafter with the written approval of the then owners of not less than two-thirds of the lots in Saddle Ridge upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed or of a provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.
Section 5. Violation of any of the rules and regulations adopted by the Association acquiring the rights and benefits of Developer shall be deemed a violation of this Declaration and may be enjoined as herein provided. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 4th day of
AUGUST, 2005.

Wing Leung, LLC,
Developer, and Owner Lots 1,
2, 4, 5, 6, & 7.

By: ___________________________
    Gary Choi,
    Managing Partner

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me on this 9th day of JUNE, 2005 by Gary Choi, Managing Partner, Wing Leung, LLC, on behalf of the Company.

Notary Public

Gary A. Hahn Builder/General Contractor, Inc., Owner Lot 3, Saddle Ridge

By: ___________________________
    Gary A. Hahn, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me on this 4th day of AUGUST, 2005 by Gary A. Hahn, President, Gary A. Hahn Builder/General Contractor, Inc., on behalf of the Corporation.

Notary Public
Gary Choi and Ngai Fung Choi, Owners, Lot 8 Saddle Ridge

Gary Choi (fka: Gary Tsoi)

Ngai Fung Choi (fka: Ngai Fung Tsoi)

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me on this 9th day of June, 2005 by Gary Choi and Ngai Fung Choi, husband and wife.

MARK C. GEUDTNER
Notary Public

Wing Leung Choi and Chuen Tai Choi, Owners, Lot 9 Saddle Ridge

Wing Leung Choi

Chuen Tai Choi

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me on this 4th day of August, 2005 by Wing Leung Choi and Chuen Tai Choi, husband and wife.

MARK C. GEUDTNER
Notary Public

SEE ENV.

This instrument prepared by:
Mark C. Geudtner, Attorney
610 Adams St., Toledo, OH 43604