SADDLEBROOK COURT
(REPLAT OF LOT 4 IN BERNATH VILLAGE PLAT 3)

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DECLARATION OF RESTRICTIONS

FOR

SADDLEBROOK COURT SUBDIVISION, A REPLAT
OF LOT 4 IN BERNATH VILLAGE, PLAT 3

IN

CITY OF TOLEDO, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by Clarion Building Company, an Ohio corporation hereinafter called "Developer," and by SADDLEBROOK COURT HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association," on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots except for Private Place Lot A ("Lot A") in the recorded plat of Saddlebrook Court, a Replat of Lot 4 in Bernath Village Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio, which Replat is recorded in Volume 109, Pages 42-44, inclusive, of the Lucas County, Ohio Record of Plats (the "Plat") (hereinafter sometimes called "the subdivision" or "Saddlebrook Court"); and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots in the Saddlebrook Court subdivision and Association is the record owner of all that portion of Saddlebrook Court subdivision designated as Private Place Lot "A" on the plat including any portions thereof shown to be used for roadway and utility purposes, as well as recreational and open space purposes; and

WHEREAS, Saddlebrook Court is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of the City of Toledo, Lucas County, Ohio.

NOW THEREFORE, Developer and 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 community development plan do for themselves, their respective successors, heirs and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of Saddlebrook Court shall hereafter be conveyed by them, their respective successors, heirs and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

All transfers and conveyances of each and every residential lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or
through them until January 1, 2002, at which time said 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, 2002, or may be amended or terminated after January 1, 2002, by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved hereon shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-thirds (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined), or the owner of any residential lot in Saddlebrook Court shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

Invalidation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

RESIDENTIAL LOTS

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for four and five family dwellings, together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities, including non-commercial recreational facilities.

The eight (8) lots located as shown on the plat (sometimes "lots" herein) shall be residential lots and the remainder of the real estate included in the subdivision designated as Private Place Lot "A"
shall be used exclusively for roadway and/or utility purposes as shown on the plat.

The average land area per family unit contained in the Saddlebrook Court subdivision exclusive of the area occupied by streets, shall not be less than four thousand (4,000) square feet per family unit located within such subdivision.

Each residential lot as shown on the plat for Saddlebrook Court shall contain at least twenty thousand (20,000) square feet.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, condominiums, homes, garages, basements, swimming pools, tennis courts, fences, walls, driveways, hedges, or other enclosures, shall be erected, improved, changed or altered in any respect on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the architectural control committee (hereinafter sometimes called "committee").

Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All multi-family dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roads ways than the building lines of the residential lots as shown on the recorded plat.

The maximum height of all new residential dwellings erected within the subdivision shall be thirty-five (35) feet from grade. The minimum square footage of all new residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand five hundred (1,500) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Saddlebrook Court as an architecturally harmonious artistic and desirable multi-family residential subdivision having a community atmosphere with buildings located in an apparent random and casual manner following a precise landscape plan.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials. No owner of a lot within the subdivision may alter or change such theme or any aspect thereof without the prior written consent of the
architectural control committee. Included within such established theme are conditions that the exterior of all structures within the subdivision must contain a certain amount of specified brick, with any remaining exterior covered by stained pressboard and/or cedarboard.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the architectural control committee in good faith shall be binding on all parties in interest.

The architectural control committee (sometimes "committee" herein) shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and multi-family structures have been erected on each of such residential lots. Thereafter, members of the architectural control committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish its power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the Plat. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, fences and similar improvements.

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it, in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

THE SADDLEBROOK COURT HOMEOWNERS' ASSOCIATION

All owners of residential lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Saddlebrook Court Homeowners Association, Inc., entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. For purposes of these Articles, if any condominium association is declared and formed on any of the lots, said condominium association shall be deemed to be the "owner" of said lot and shall have only one collective vote on all matters provided for herein. Any such vote shall be made by the duly authorized representative of such association.

Each member of the Association, in common with all other members as owners of residential lots in the subdivision and in the subdivision, shall have the right to use Lot A common areas and facilities in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place or residence and other
incidental uses including the non-exclusive easement together with
other lot owners to the use and enjoyment of Lot A for ingress and
egress to and from each residential lot.

All members shall use Lot A in such manner as will not
restrict, interfere or impede with the use thereof by other members of
the Association and their respective families, guests, invitees,
tenants and designees.

The Association shall collect and disburse funds for all
purposes which the Board of Trustees determines from time to time to
be for the general benefit of the owners of all residential lots in the
subdivision.

ASSESSMENTS

For the calendar year 1987 and thereafter, each residential
lot in the subdivision and the owners thereof shall be subject to an
annual assessment for each calendar year in amounts as determined by
the members of the Association prior to the end of the preceding
calendar year.

Such annual assessment shall be payable in equal monthly
installments on or before the first day of each month during the
calendar year for which the assessment is levied.

Commencing in 1988, each annual assessment shall become a
lien against each residential lot on the first day of the calendar year
in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of
the Recorder of Lucas County, Ohio if any monthly installment of an
annual assessment is in arrears for more than sixty (60) days from
the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the
year and amount of the annual assessment, and be executed by the
president of the Association with the formalities then required to
record a lien against real estate in Lucas County, Ohio.

The Association’s Lien shall be subordinate to the lien of
any real estate mortgage on any residential lot recorded prior to
recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to
judicial foreclosure proceedings of a mortgage thereon shall extinguish
such lien with respect to payments which became due and payable
prior thereto but shall not relieve such lot from liability for assess-
ments thereafter becoming due or payable or from the lien thereof.

It is agreed that among the Association’s responsibilities will
be the contracting for necessary maintenance of the Lot "A," includ-
ing but not limited to, the maintenance and replacement of all pave-
ment and all landscaping placed thereon. The owners of all residential
lots in the subdivision understand and agree that their share of such
costs will also be established and collected under the assessment
procedures established herein and thereby the charge for same shall
constitute a lien against their respective lots as just stipulated above.

All costs to the Association and assessments levied by it to
collect same shall be shared equally by all lot owners with each lot in
the subdivision being charged one-eighth (1/8th) of all of said costs
and expenses.
USE AND ACTIVITIES

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within eighteen (18) months of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

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 dwellings 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 architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling within the subdivision and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such 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.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot (or condominium located thereon, as the case may be) on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.
DEVELOPER RESERVATION OF RIGHTS

Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the areas so designated on the Plat for utilities and along and upon all highways now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefitted or bound by these restrictions.

Developer reserves the right to relinquish his 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.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, Private Place Lot "A," shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in same for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of said Lot "A" through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 1987, Developer shall maintain Lot "A" in the subdivision with each residential lot owned by others assessed $35.00 per month to reimburse Developer for the cost thereof. Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, Clarion Building Company, an Ohio corporation, and the Saddlebrook Court Homeowners Association,
Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 9th day of January, 1987.

WITNESSES:

Jerome R. Parker
Diane C. Millen

CLARION BUILDING COMPANY, an Ohio corporation

By: Don A. Wyper, President

SADDLEBROOK COURT HOMEOWNERS ASSOCIATION, INC.

By: Don A. Wyper, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 9th day of January, 1987, by Don A. Wyper, President of Clarion Building Company, an Ohio corporation, on behalf of said corporation.

Notary Public

Jerome R. Parker, Attorney at Law
Notary Public - State of Ohio

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 9th day of January, 1987, by Don A. Wyper, President of Saddlebrook Court Homeowners Association, Inc., a non-profit corporation, on behalf of said corporation.

Notary Public

Jerome R. Parker, Attorney at Law
Notary Public - State of Ohio

This Instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin, Parker & Frederickson
1608 Toledo Trust Building
245 N. Summit Street
Toledo, Ohio 43604

RECEIVED & RECORDED

JAN 13 1987
BILL COPELAND
RECORDE, LUCAS COUNTY, OHIO

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