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

WHEREAS, the Louisville Title Agency for M.W. Ohio, Inc., as Trustee ("Trustee"), an Ohio corporation with address at 626 Madison Avenue, Toledo, Ohio 43604, is the owner of the real property identified as Parcels 1, 2, 3, 4, 5, 6 and 7 on the drawing attached hereto as Exhibit A (the "Drawing") and legally described on Exhibit B attached hereto (the "Trustee Property").

WHEREAS, Martin D. Werner and Mary C. Werner ("Werner"), husband and wife, with address at 5320 River Oaks Court, Sylvania, Ohio 43560, are the owners of the real property identified as Parcel 8 on the Drawing and legally described on Exhibit C attached hereto (the "Werner Property").

WHEREAS, Kevin J. Kenney and Susan S. Kenney ("Kenney"), husband and wife, with address at 5448 Radcliffe Road, Sylvania, Ohio 43560, are the owners of the real property identified as Parcel 9 on the Drawing and legally described on Exhibit D attached hereto (the "Kenney Property").

WHEREAS, Trustee, Werner and Kenney shall be hereinafter referred to collectively as the "Owners."

WHEREAS, the Trustee Property, the Werner Property and the Kenney Property comprise the Shadow Brook residential development, and shall be hereinafter referred to collectively as the "Property."

WHEREAS, Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6, Parcel 7, Parcel 8 and Parcel 9, as shown on the Drawing, shall be hereinafter referred to collectively as the "Parcels."

WHEREAS, Owners desire to establish a general plan for the development, improvement and use of the Property as a first-class high quality and attractive residential community, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the Parcels more attractive for residential purposes and will protect present and future owners of the Parcels in their use and enjoyment thereof for residential purposes.

WHEREAS, Owners further desire to establish reciprocal easements for purposes of access, ingress and egress to, from and between the Parcels and the adjoining public rights-of-way and for purposes of constructing, installing, maintaining, repairing, replacing, connecting to and removing electrical, telephone, cable, natural gas and other utility lines and facilities.

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NOW, THEREFORE, Owners, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, and to provide a uniform plan for the development, improvement, use, occupancy and enjoyment of the Property as an architecturally harmonious, artistic and desirable residential community, do for themselves and their successors and assigns, hereby declare, covenant and stipulate that the Property and the Parcels shall be, and shall hereafter be conveyed by them, their successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 Each structure or dwelling on a Parcel shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. As used herein, the term "single family" does not include "group homes" or other similar residences in which unrelated parties are living together in a communal-type setting. However, this Section 1.1 shall not prohibit the use of a structure or dwelling (or portion thereof) for a separate living area for in-laws or other immediate family members.

1.2 No structure shall be erected, placed or maintained on any Parcel other than one (1) single-family residence dwelling having a minimum of 3,000 square feet of liveable area exclusive of basements, closets and porches, a private garage of not less than two (2) and not more than four (4) car capacity which shall be made an integral part of the residence dwelling, an attractive appearing garden house or pool house, an in-ground swimming pool, a tennis court and/or a basketball court. The residence dwellings on all Parcels having a total area of 7.0 acres or less (i.e., Parcels 1, 2, 3, 4, 5, 6 and 7) shall face and have front yards adjacent to the Driveways (as hereinafter defined). In addition, an attractive appearing barn and/or an attractive appearing storage facility may be erected, placed and maintained on those Parcels (i.e., Parcel 8 and Parcel 9) comprising a total area of 7.0 acres or more.

1.3 Subject to Section 8.7 hereof, nothing contained in this Declaration shall prevent the use of land comprised of more than a single Parcel for one (1) single-family residence dwelling.

1.4 No portion of any Parcel or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance.

1.5 No well for gas, oil or any other substance shall at any time be erected, placed or maintained on any Parcel other than a well or wells for domestic water or for water for recreation.
or maintenance purposes which shall first have been approved as provided under Article II hereof.

1.6 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, at the Property. No manufactured home, prefabricated structure or modular home of any kind shall be erected or placed on any Parcel, unless first approved as provided under Article II hereof. No dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with detailed plans and specifications approved as provided under Article II hereof.

1.7 Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on a Parcel, shall be housed within a garage building. Roof mounted antennas are expressly prohibited on a Parcel. No clotheslines shall be installed or maintained on any Parcel, and no wash or laundry shall be hung or dried outside of any structure on any Parcel.

1.8 No Parcel shall be used for the storage of automobiles (other than vehicles for the personal use of owners of a Parcel), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or materials; provided, however, that during the period a structure is being erected upon any Parcel, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such Parcel shall be removed therefrom. All structures must be completed by a Parcel owner within one (1) year after 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 any Parcel without the prior written approval of the Owners or the Association (as hereinafter defined).

1.9 Other than not more than two (2) dogs, not more than two (2) house cats and not more than two (2) small birds, all of which shall be maintained within residence dwellings, the maintenance, breeding or harboring of any animal(s) is expressly prohibited on any Parcel within the Property; provided, however, that this restriction shall not be applicable to Parcels (i.e., Parcel B and Parcel E) comprising a total area of 7.0 acres or more. In addition, notwithstanding anything else contained herein, pitbulls and other vicious animals are strictly prohibited at the Property; all owners shall strictly comply with any applicable leash laws; and all dogs, cats and small birds otherwise permitted hereunder shall be subject to such rules and regulations as may be promulgated by the Association from time to time.

1.10 All rubbish, garbage, trash, refuse and debris (combustible and non-combustible) shall be stored in underground
containers, or stored and maintained in containers entirely within the garage or basement. Rubbish, garbage, trash, refuse and debris that is required to be placed at the front of a Parcel in order to be collected may be placed and kept at the front of the Parcel after 5:00 P.M. on the day before the scheduled day of collection, but must be removed on the collection day. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, trash, refuse, debris and leaves may from time to time be established by the Owners or the Association.

1.11 No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the Parcel on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any Parcel without the prior written permission of the Owners or the Association; and the Owners or 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.

1.12 All electric facilities and services at the Property shall be underground except for (a) those above-ground services, if any, existing on the date hereof, and (b) any new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the Brint Road public right-of-way and/or the Mitchaw Road public right-of-way, provided that said new or replacement poles, facilities or services shall be located as near as possible to the exterior of such portions of the Property.

1.13 No structure or any part thereof shall be erected, placed or maintained on any Parcel nearer to the front or street line or lines than any building setback line or lines stipulated by the Sylvania Township Zoning Resolution (the "Resolution") and/or the Architectural Control Committee pursuant to Article II hereof, or nearer to any side line or rear line than shall be stipulated by the Resolution and/or the Architectural Control Committee pursuant to Article II hereof. In this regard, the Architectural Control Committee shall be permitted, in its discretion, to establish front, side or rear set back lines that are more stringent than the set back lines set forth in the Resolution.

1.14 No portion of any Parcel nearer to any street than the building setback line or lines stipulated by the Resolution or the Architectural Control Committee pursuant to Article II hereof shall be used for any purpose other than that of a lawn; provided, however, that this restriction shall not be construed to prevent the use of such portions of the Parcel for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fences, hedges, walls or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying said Parcel. However, this Section shall be construed to prohibit the planting or maintaining of vegetables, crops or grains on said portions of the Parcel except
for a vegetable garden for personal use which shall be not larger than one-quarter (1/4) acre in size.

1.15 Notwithstanding any other provision hereof, no fences or fence-type structures shall be permitted on any Parcel except for see-through fences (such as split-rail fences) not more than four (4) feet in height; and any and all fences at the Property shall be further subject to the provisions of Article II hereof.

1.16 No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within sixty (60) feet of any adjoining Parcel line.

1.17 No satellite dishes or similar receiving or transmitting devices shall be permitted on any Parcel unless the type, nature, size, height, location on the Parcel and screening from the view of other Parcels has been first approved as provided in Article II hereof.

1.18 No front-loading garage shall be permitted on any Parcel; only side-loading or rear-loading garages shall be permitted.

1.19 Without limiting any of the foregoing, no vehicles other than passenger vehicles for the personal use of owners of Parcels shall be parked outside any residence for a period of more than twenty-four (24) hours without the prior written approval of the Association. No vehicle shall be parked outside of a residence overnight without the prior written approval of the Association if commercial lettering or signs are painted on or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or other than a passenger vehicle for the personal use of owners of Parcels as specified above. However, the foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to, any Parcel. Motorcycles are not permitted on the Property, except with the prior written consent of the Association, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of the same does not create an unreasonable annoyance to the residents of the Property.

1.20 No basketball backboard shall be erected or attached to the front of any residence or garage or nearer to the street than the building line stipulated by the Resolution or the Architectural Control Committee pursuant to Article II hereof, and any basketball backboard whenever or wherever erected shall be first approved in accordance with Article II hereof.

1.21 No above-ground swimming pool shall be permitted, installed or maintained on any Parcel.
1.22 No tanks for the storage of propane gas or fuel oil shall be located, maintained or used on any Parcel.

1.23 The location, color, composition, size, design, lettering and standards and brackets of any mail and paper delivery boxes shall be subject to the approval of the Architectural Control Committee under Article II hereof; provided, however, that all mailbox and paper delivery boxes shall be located in compliance with the applicable regulations or directions of the U. S. Postal Service.

1.24 No exterior security lights or lighting mounted on poles or on any residence dwelling or other structure shall be permitted on any Parcel; exterior lighting for the purposes of illuminating tennis courts or basketball courts, while in use, shall be permitted only if first approved by the Architectural Control Committee as provided under Article II hereof; and any exterior decorative lighting (as distinguished from exterior security lighting) shall be first approved by the Architectural Control Committee as provided in Article II hereof.

1.25 Notwithstanding anything else contained herein, no trees having a diameter of two (2) inches or more shall be cut down or removed from any Parcel without the prior approval of the Architectural Control Committee as provided in Article II hereof.

ARTICLE II
APPROVAL OF PLANS

2.1 Owners, their successors and assigns, shall act as the Architectural Control Committee to which detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, tennis courts, basketball poles and backboards, fences, walls, bridges, dams, driveways, pole lights, hedges and other enclosures, and satellite dishes and similar devices) must be submitted for examination and approval before any erection or improvement shall be made upon any Parcel and before additions, changes or alterations may be made to any structure or other improvement then situated on a Parcel. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the Parcel and the finished grade elevation thereof and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. Owners expressly reserve the right and privilege of assigning or relinquishing their said rights and duties as the Architectural Control Committee from time to time and for such periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Owners or by their
successors and assigns, is filed for record with the Lucas County, Ohio Recorder.

2.2 In requiring submission of the Plans as herein set forth, Owners contemplate the development of the Property as an architecturally harmonious and desirable residential community, in accordance with the uniform plan set forth in this Declaration. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent Parcels, its artistic and architectural merits, its adaptability to the Parcel 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 Parcels in the Property as a whole.

2.3 Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.4 Subject to the provisions of this Section, the Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of Parcels and to fix the grade and elevation at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. Notwithstanding anything else contained herein, any structure or residence dwelling built or constructed upon a Parcel shall be erected at an elevation of not less than one foot higher than the 100 year flood level as shown and established on the records of the Lucas County Engineer. Further, all Parcels shall be graded so as to have a 15 foot wide strip or area around all sides of any structure or residence dwelling, which strip or area shall similarly be not less than one foot higher than the above-described 100 year flood level.

2.5 In all instances where Plans are submitted to and approved by the Architectural Control Committee, if, subsequent to receiving such approval, there shall be any variance from the approved Plans in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

2.6 The Property is not serviced by public water or public sanitary sewer systems. Accordingly, it will be necessary that each residence dwelling on a Parcel be serviced by an on-site well and an on-site septic system. Such systems shall be included in the Plans submitted in accordance with Section 2.1 hereof, and shall further be subject to all applicable laws, rules, regulations, ordinances and requirements of the state, local or other public authorities.
ARTICLE III
HOMEOWNERS' ASSOCIATION

3.1 The owners of all of the Parcels in the Property, along with all persons who hereafter acquire title to the Parcels, shall be members of the Shadow Brook Homeowners' Association (the "Association"). The members of the Association, i.e., said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the Parcels at the Property.

3.2 The Association shall have the following powers and rights:

(a) To promote and seek to maintain the attractiveness, value and character of the Parcels through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.

(b) To generally promote the common interests of the Parcel owners.

(c) To collect and dispose of funds as provided in Article IV hereof.

(d) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

(e) To acquire easements from the Owners to the Driveways (as defined in Section 5.1) and any other similar areas within the Property as may be designated by Owners for the common use and enjoyment of Parcel owners, and to insure, manage, maintain (including but not limited to snow removal), improve and repair the Driveways.
(f) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the maintenance, use, management, improvement or repair of the Driveways and such other areas, if any, as the Association deems appropriate.

(g) To discharge any lien or encumbrance against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 3.2.

(h) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, management, insurance, repair and upkeep of the Driveways.

(i) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

3.3 Each member of the Association shall be entitled to one (1) vote in the Association for each Parcel which such member shall own. When more than one person holds an ownership interest in any Parcel, all persons holding such ownership interest shall be members of the Association and in such event the vote for such Parcel shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Parcel. Where a vote is cast by one of two (2) or more owners of any Parcel, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, however, until such time as all of the Parcels have been sold and conveyed by the Owners and residence dwellings have been constructed on all of the Parcels, the Owners' percentage of voting power in the Association shall be deemed to be not less than 51%.

ARTICLE IV
HOMENOWERS' ASSOCIATION ASSESSMENTS

4.1 Each and every Parcel and Parcel owner shall be subject to an annual assessment in such amount as may be annually determined by the Association. Initially the annual assessment shall be in the amount of $150.00 per Parcel.
4.2 The annual assessments of Parcel owners shall be determined, levied and made on a uniform basis, with each Parcel being subject to the same yearly assessment; provided, however, that the annual assessment for Parcels owned by the Owners upon which no construction has commenced shall be one-fourth (1/4) of the amount of the annual assessment for all other Parcels. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of May of each calendar year for such calendar year.

4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. 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 Parcel owner and after payment of a reasonable charge therefor, any officer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's Parcel, 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.

4.4 The Association shall have a perpetual lien upon the Parcels to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of the owner or owners of each Parcel at the time when the assessment becomes due. The lien of the annual assessments shall arise against each Parcel on the first day of the year in which it is due and shall be prorated between the owners of parts of Parcels in accordance with the proportion which the area of each part of a Parcel to which each owner holds record title bears to the total area of the Parcel against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Shadow Brook Homeowners' Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

Jarfielidouisville.4 -10- 96 1642410
(Insert Legal Description)

SHADOW BROOK HOMEOWNERS' ASSOCIATION

By __________________________

STATE OF OHIO )
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of 
___, 19___ by _____, the 
____, of the SHADOW BROOK HOMEOWNERS' ASSOCIATION, an Ohio non-
profit corporation, on behalf of the corporation.

________________________
Notary Public

4.5 In the event any of said annual assessments are not 
paid when due, the Association may, when and as often as such 
delinquencies occur, proceed by process of law to collect the 
amount then due by foreclosure of said lien, or otherwise, and in 
such event, shall be entitled to recover and have and enforce 
against each Parcel a lien and judgment for its resulting costs and 
expenses, including court costs and reasonable attorney fees 
involved in the collection thereof. No owner may waive or 
otherwise escape liability for the annual assessments provided for 
herein by abandonment of such owner’s Parcel or for any other 
reason. The lien of said assessments shall be subordinate to the 
lien of any first mortgage. Sale or transfer of any Parcel shall 
not affect the assessment lien, or relieve said Parcel from 
liability for any assessments or from the lien thereof. However, 
the sale or transfer of any Parcel pursuant to foreclosure of a 
first mortgage shall extinguish the lien of such assessment as to 
payments which became due prior to such sale or transfer.

ARTICLE V

DRIVEWAYS; ETC.

5.1 Included in the Property, as a part of the Parcels, 
are the private driveways, roadways, turnarounds and entranceway 
shown and identified on the Drawing as the Drive, Utility and 
Landscape Easement areas (collectively, the “Driveways”). The 
maintenance (including but not limited to snow removal), repair, 
replacement and upkeep of the Driveways shall be the responsibility 
of the Association pursuant to Articles III and IV hereof.
5.2 The Ownersreserve to themselves and to their successors and assigns, and grant to all future owners of Parcels and their respective heirs, executors, administrators, personal representatives, successors and assigns, and their agents, tenants, quests, licensees and invitees, for the benefit of the Property and each and every Parcel, the appurtenant, perpetual and non-exclusive easement on, over, across and through the Driveways, for purposes of ingress, egress and access to, from and between the Parcels and the Brint Road public right-of-way and Mitchaw Road public right-of-way.

5.3 Each member of the Association, in common with all other members of the Association as owners of Parcels, shall have the right to use the Driveways for all purposes incident to the use and occupancy of such member's Parcel as a place of residence and for other incidental uses including but not limited to those uses set forth in this Article V. All members shall use the Driveways in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association.

5.4 The entranceway at the Mitchaw Road entrance to the Property, although located within the public right-of-way, is intended to be treated as if such entranceway is a part of the Driveways. Said entranceway shall contain landscaping and an identification sign for the Property. The landscaping and identification sign shall be maintained, repaired and replaced, from time to time, by the Association.

5.5 The Owners reserve to themselves and to their successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for water lines, and for drainage and storm and sanitary sewers on, over, below or under (a) the Driveways, (b) the Parcels in such locations and upon such terms and conditions as shall not unreasonably interfere with the use of any of the Parcels for the purposes herein permitted, and/or (c) along and upon those areas of the Parcels immediately adjacent to the Brint Road and/or the Mitchaw Road public rights-of-way. The Owners also reserve to themselves and to their successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the Parcels from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained on any part of the Property other than upon which any such equipment or facilities have been placed or any such easements have been granted pursuant to this Section; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.
5.6 No pond, lake or other body of water shall be constructed, placed or maintained on any Parcel without the prior approval of the Architectural Control Committee in accordance with the provisions of Article II hereof. Reasonable rules and regulations governing the use of any such ponds, lakes or bodies of water by owners of Parcels may be promulgated from time to time by Owners, their successors and assigns and/or the Association, and such rules and regulations shall be strictly observed by all Parcel owners.

5.7 No owner of any Parcel shall have the right to reserve or grant any easements or rights of way upon or over any of the Parcels without the prior written consent of the Owners, their successors and assigns.

5.8 All portions of the Parcels located contiguous to Brint Road or Mitchaw Road (except for Parcel 8 and Parcel 9 and except for portions of the other Parcels located within the Driveways) shall be subject to a two (2) foot anti-vehicular access easement for the sole purpose of preventing and eliminating vehicular access to and from Brint Road and Mitchaw Road.

ARTICLE VI
LANDSCAPING EASEMENTS

6.1 Included in the Property, as a part of the Parcels, are the Landscape Strip areas and the Drive, Utility and Landscape Easement areas shown and identified on the Drawing attached hereto as Exhibit A (collectively, the "Landscape Easement Areas").

6.2 The Landscape Easement Areas shall contain mounding, trees, shrubbery, grass and/or such other landscaping materials as may be determined by Owners and their successors and assigns. At the option of Owners and their successors and assigns, the Landscape Easement Areas may also be improved by underground irrigation systems and/or exterior fencing of a uniform composition, size and general appearance.

6.3 The Owners reserve to themselves and to their successors and assigns, the appurtenant, perpetual and non-exclusive easement on, over, across, under and through the Landscape Easement Areas for purposes of the construction, installation, maintenance, repair, replacement and upkeep of the Landscape Easement Areas and all landscape materials and/or irrigation systems and/or fencing contained therein.
ARTICLE VII
DURATION OF RESTRICTIONS; AMENDMENTS

7.1 This Declaration shall run with the land and shall be binding upon the Owners and all persons claiming under or through the Owners until the first day of January, 2016, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 This Declaration may be amended prior to January 1, 2016 with the written approval of the then owners of not less than two-thirds (2/3) of the Parcels, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving Parcel owners with the formalities required by law; provided, however, that for so long a period of time as any one or more of the Parcels is/are owned of record by Martin D. Werner, Mary C. Werner, Kevin J. Kenney or Susan S. Kenney, such remaining owner(s) (the "Remaining Owner(s)"") must be included among said group of approving Parcel owners comprising not less than two-thirds (2/3) of the total number of Parcels. This Declaration may be terminated as of January 1, 2016 and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the Parcels upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio; provided, however, that for so long a period of time as any one or more of the Parcels is/are owned of record by any one or more of the Remaining Owners, such Remaining Owner(s) must be included among said group of approving Parcel owners comprising not less than two-thirds of the total number of Parcels.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

8.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. In the event of any such violation or attempted violation, the Owners, the Architectural Control Committee, the Association or any person or persons owning any Parcel may (a) enter the Parcel upon which such violation or attempted violation is deemed by it to exist and summarily abate and remove at the expense of the owner of such Parcel the structure or condition deemed to be in violation of this Declaration, and such party enforcing this Declaration shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal or be liable for damages by reason thereof to the Parcel owner or to any other person whatsoever, or (b) prosecute any proceedings at law, or in equity, against the person or Parcel violating or attempting to violate any such covenant, agreement or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation. Any failure by the Owners, the
Architectural Control Committee, the Association or any Parcel owners to enforce any of the covenants, agreements or restrictions herein shall in no event be construed, taken or held to be a consent to or a waiver of the right to object to any continuing or further or succeeding breach or violation thereof, and such parties shall at any and all times have the right to enforce the same.

8.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order or amendment hereof by act of the owners of Parcels shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

8.3 All transfers and conveyances of each and every Parcel shall be made subject to this Declaration.

8.4 Any notice required to be sent to any owner of a Parcel or to the Owners or to the Architectural Control 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 Owners or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee.

8.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owners shall be freely assignable by the Owners in whole or in part, from time to time, and shall inure to the benefit of the successors and assigns of the Owners.

8.6 The Owners or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

8.7 No owner of any Parcel shall subdivide the same or convey less than the whole of any Parcel without first obtaining the written consent of the Owners or the Association.

8.8 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.

8.9 Each Parcel owner, by acceptance of a deed to a Parcel, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owners or the Association, the shape of, dimensions, topography or other characteristics of the Parcel upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of any provision of this Declaration would work a hardship, the Owners or the Association shall be permitted to
modify this Declaration, in writing, as to such Parcel(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owners shall not be limited in the exercise of the aforesaid right to modify this Declaration by reason of the fact that such party may be the owner and/or party for whose benefit such modification is granted.

8.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of Parcels, or which would cause this Declaration to cease being beneficial to the owners of the Parcels, the Owners or the Association, after giving written notice by mail to the record owners of such Parcels, and after receiving the written approval of the holders of record title to two-thirds (2/3) or more of the Parcels, may modify this Declaration so as to remove the hardship, or make this Declaration such as to be beneficial to the affected Parcel owner. The provisions of this Section shall not be construed as a limitation upon the right of the Owners to modify the provisions of this Declaration as provided in Section 8.9, nor shall it limit the provisions of Article VII hereof.

8.11 Wherever used herein, the term “structure” shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement or operation of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, basketball backboard, tennis court, clothesline, radio or television antenna, fence, curbing, satellite dish or similar facilities, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Parcel. The term “structure” shall also mean and refer to (a) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Parcel, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Parcel, and (b) any change in the grade of any Parcel of more than six (6) inches from that existing at the time of purchase by an owner.

8.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

8.13 As used in this Declaration, the term “owner” shall be deemed to mean the record owner.
8.14 Each Parcel owner, by acceptance of a deed to a Parcel, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Owners or the Association with respect to (a) the merchantability, fitness or suitability of the Parcels for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Driveways, or (c) the Property generally, other than as expressly stated in writing, (i) by the Owners to the Parcel owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

IN WITNESS WHEREOF, the Owners have executed this Declaration of Rights and Restrictions as of the 26th day of June, 1996.

Signed and acknowledged in the presence of:

[Signatures and print names of Owners]

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

By

[Signature]

Its TRUSTEE

By

[Signature]

Its TRUSTEE

Signed and acknowledged in the presence of:

[Signatures and print names of Owners]

Signed and acknowledged in the presence of:

[Signatures and print names of Owners]

Signed and acknowledged in the presence of:

[Signatures and print names of Owners]
STATE OF OHIO  )  SS:
COUNTY OF LUCAS  )

The foregoing instrument was acknowledged before me this 27th day of June, 1996, by David A. Markor, Treasurer, and Kenneth L. White, Sr., Senior Vice President, of the Louisville Title for N.W. Ohio, Inc., as Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO  )  SS:
COUNTY OF LUCAS  )

The foregoing instrument was acknowledged before me this 26th day of June, 1996, by Martin D. Werner and Mary C. Werner, husband and wife.

Notary Public

STATE OF OHIO  )  SS:
COUNTY OF LUCAS  )

The foregoing instrument was acknowledged before me this 26th day of June, 1996, by Kevin J. Kenney and Susan S., Kenney, husband and wife.

Notary Public

This instrument prepared by:
Joseph A. Rideout
Shumaker, Loop & Kendrick
North Courthouse Square
1000 Jackson
Toledo, Ohio 43624

96 1642B06
EXHIBIT A

THE DRAWING

See Drawing recorded at Volume 137, Page 6 of the Lucas County, Ohio Plat Records.
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12
TOWN 9 SOUTH, RANGE 5 EAST, SYLVANIA TOWNSHIP,
LUCAS COUNTY OHIO, BOUNDED AND DESCRIBED AS FOLLOWS

PARCEL I
Commencing at the Southeast Corner of the Southeast 1/4 of Section 12: thence South 89° 52' 28" West a distance of 165.00 feet along the South line of said Southeast 1/4 to the POINT OF BEGINNING; thence continuing along said line, a distance of 22120 feet; thence North 0° 29' 32" West, a distance of 492.32 feet; thence North 89° 52' 28" East, a distance of 22120 feet; thence South 0° 29' 32" East, a distance of 492.32 feet to the POINT OF BEGINNING; containing 2.5000 acres, more or less. Subject to legal highways and all easements of record.

Prepared by:
Frederick J. Berning, P.S.-P.E.
Professional Surveyor No. 4926

93-303

96 1642E03
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12
TOWN 9 SOUTH, RANGE 5 EAST, SYLVANIA TOWNSHIP,
LUCAS COUNTY OHIO, BOUNDED AND DESCRIBED AS FOLLOWS

PARCEL 2

Commencing at the Southeast Corner, of the Southeast 1/4 of Section 12:
thence South 89° 52' 28" West a distance of 366.20 feet along the South
line of said Southeast 1/4 to the POINT OF BEGINNING; thence continuing
along said line, a distance of 221.21 feet; thence North 0° 29' 32" West, a
distance of 492.32 feet; thence North 89° 52' 28" East, a distance of
221.21 feet; thence South 0° 29' 32" East, a distance of 492.32 feet to
the POINT OF BEGINNING; containing 2.5000 acres, more or less. Subject
to legal highways and all easements of record.

Prepared by:
Frederick J. Berning, P.S.-P.E.
Professional Surveyor No 4926

96 1642B09
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 9 SOUTH, RANGE 5 EAST, SYLVANIA TOWNSHIP, LUCAS COUNTY OHIO, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 3

Commencing at the Southeast Corner, of the Southeast 1/4 of Section 12: thence South 89° 52’ 28” West a distance of 607.41 feet along the South line of said Southeast 1/4 to the POINT OF BEGINNING; thence continuing along said line, a distance of 221.20 feet; thence North 0° 29’ 32” West, a distance of 492.32 feet; thence North 89° 52’ 28” East, a distance of 221.20 feet; thence South 0° 29’ 32” East, a distance of 492.32 feet to the POINT OF BEGINNING: containing 2.5000 acres, more or less. Subject to legal highways and all easements of record.

Prepared by:
Frederick J. Berning, P.S.-P.E.
Professional Surveyor No 4926
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12
TOWN 9 SOUTH, RANGE 5 EAST, SYLVANIA TOWNSHIP,
LUCAS COUNTY OHIO, BOUNDED AND DESCRIBED AS FOLLOWS

PARCEL 4
Commencing at the Southeast Corner, of the Southeast 1/4 of Section 12:
thence South 89° 52' 26" West a distance of 828.61 feet along the South
line of said Southeast 1/4 to the POINT OF BEGINNING; thence continuing
along said line, a distance of 223.91 feet; thence North 0° 08' 19" East,
a distance of 492.31 feet; thence North 89° 52' 28" East, a distance of
218.49 feet; thence South 0° 29' 32" East, a distance of 492.32 feet to
the POINT OF BEGINNING; containing 2.5000 acres, more or less. Subject
to legal highways and all easements of record.
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12
TOWN 9 SOUTH, RANGE 5 EAST, SYLVANIA TOWNSHIP,
LUCAS COUNTY OHIO, BOUNDED AND DESCRIBED AS FOLLOWS
PARCEL 5

Commencing at the Southeast Corner, of the Southeast 1/4 of
Section 12: thence North 0° 29' 32" West a distance of 414.00
feet along the East line of said Southeast 1/4 to the POINT
OF BEGINNING; thence South 89° 52' 28" West, a distance of
145.00 feet; thence North 0° 29' 32" West, a distance of
98.32 feet; thence South 89° 52' 28" West, a distance of
286.64 feet; thence North 0° 29' 32" West, a distance of
219.28 feet; thence North 89° 52' 28" East, a distance of
431.64 feet, to the East line of said Section; thence South
0° 29' 32" East, a distance of 317.60 feet to the POINT OF
BEGINNING; containing 2.50000 acres, more or less. Subject

Prepared by:
Frederick J. Berning, P.S.-P.E
Professional Surveyor No 4926
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12,
TOWN 9 SOUTH, RANGE 5 EAST, SYLVANIA TOWNSHIP,
LUCAS COUNTY OHIO, BOUNDED AND DESCRIBED AS FOLLOWS

PARCEL 6

Commencing at the Southeast Corner of the Southeast 1/4 of
Section 12: thence North 0° 29' 32" West a distance of
731.60 feet along the East line of said Southeast 1/4 to the
POINT OF BEGINNING: thence South 89° 52' 28" West, a
distance of 431.64 feet; thence North 0° 29' 32" West, a
distance of 252.29 feet; thence North 89° 52' 28" East, a
distance of 431.64 feet to the East line of said Section;
then South 0° 29' 32" East, a distance of 252.29 feet to
the POINT OF BEGINNING; containing 2.5000 acres, more or
less. Subject to legal highways and all easements
of record.

Prepared by:
Frederick J. Berning, P.S.-P.E.
Professional Surveyor No. 4926

June 27, 1996
EXHIBIT B (Page 7)

FARNHAM, WIRRIES & BERNING
Professional Registered Engineers & Surveyors: Ohio, Michigan and Indiana
5225 Secor Road, Toledo, Ohio 43623 (419) 473-1491 Fax No. (419) 473-0508
Frederick J. Berning, P.S.–P.E.
Herbert F. Frey, P.S.
Brian J. Reiter, E.I.T.

Consultants:
Valden F. Farnham, P.S.–P.E.
John H. Wirries, P.E.

April 27, 1994

That part of the Southeast 1/4 of Section 12, Town 9 South, Range 5 East, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

PARCEL - 7
Commencing at the Southeast Corner of the Southeast 1/4 of Section 12, thence North 0° 29' 32" West, a distance of 264.00 feet along the East line of said section to the POINT OF BEGINNING; thence South 89° 52' 28" West, a distance of 165.00 feet; thence North 0° 29' 32" West, a distance of 228.32 feet; thence South 89° 52' 28" West, a distance of 182.10 feet; thence North 0° 08' 19" East, a distance of 375.14 feet; thence North 89° 52' 28" East, a distance of 611.33 feet; thence South 0° 29' 32" East, a distance of 355.14 feet; thence North 89° 52' 28" East, a distance of 286.64 feet; thence South 0° 29' 32" East, a distance of 98.32 feet; thence North 89° 52' 28" East, a distance of 145.00 feet to the East line of said Section; thence South 0° 29' 32" East, a distance of 150.00 feet to the POINT OF BEGINNING; containing 6.0102 acres, more or less. Subject to legal highways and all easements of record.

Prepared by: Frederick J. Berning, P.S.–P.E.
Professional Surveyor, No. 4926

96 1642002
EXHIBIT C

FARNHAM, WIRRIES & BERNING
Professional Registered Engineers & Surveyors: Ohio, Michigan and Indiana
5226 Secor Road, Toledo, Ohio 43623 (419) 473-1491 Fax No. (419) 473-0508
Frederick J. Berning, P.S.-P.E.
Herbert F. Frey, P.S.
Brian J. Reiter, E.I.T.
Consultants:
Varden F. Farnham, P.S.-P.E.
John H. Wirries, P.E.
April 27, 1994

That part of the Southeast 1/4 of Section 12, Town 9 South, Range 5 East, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

PARCEL- 9

Commencing at the Southeast Corner of the Southeast 1/4 of Section 12: thence South 89° 52' 26" West, a distance of 1307.22 feet along the South line of said Section to the POINT OF BEGINNING; thence continuing along said line, a distance of 165.25 feet; thence North 0° 00' 00" East, a distance of 1318.14 feet; thence North 89° 58' 16" East, a distance of 200.00 feet; thence South 31° 41' 59" East, a distance of 422.98 feet; thence South 0° 08' 19" West, a distance of 707.45 feet; thence South 89° 52' 26" West, a distance of 253.30 feet; thence South 0° 00' 00" East, a distance of 250.00 feet to the POINT OF BEGINNING; containing 10.3670 acres, more or less. Subject to legal highways and all easements of record.

Prepared by: Frederick J. Berning, P.S.-P.E.
Professional Surveyor, No. 4926

96 1642003
EXHIBIT D

FARNHAM, WIRRIES & BERNING
Professional Registered Engineers & Surveyors: Ohio, Michigan and Indiana
5225 Secor Road, Toledo, Ohio 43623 (419) 473-1491 Fax No. (419) 473-0506

Frederick J. Berning, P.S.-P.E.
Herbert F. Frye, P.S.
Brian J. Retar, E.I.T.

Consultants:
Valden F. Farnham, P.S.-P.E.
John H. Wirries, P.E.

April 27, 1994

That part of the Southeast 1/4 of Section 12, Town 9 South, Range 5
East, Sylvania Township, Lucas County, Ohio, bounded and described as
follows:

PARCEL - 8
Commencing at the Southeast Corner of the Southeast 1/4 of Section
12; thence North 0° 29' 32" West, a distance of 983.89 feet along the
East line of said Section to the POINT OF BEGINNING; thence South 69°
52' 28" West, a distance of 431.64 feet; thence South 0° 29' 32" East,
a distance of 116.43 feet; thence South 89° 52' 28" West, a distance
of 611.33 feet; thence North 0° 08' 19" East, a distance of 90.00
feet; thence North 31° 41' 59" West, a distance of 422.98 feet to the
North line of the Southeast 1/4 of said Southeast 1/4; thence North
89° 58' 16" East, a distance of 1261.16 feet along said North line to
the East line of said Section; thence South 0° 29' 32" East, a
distance of 331.61 feet to the POINT OF BEGINNING; containing 10.4959
acres, more or less. Subject to legal highways and all easements of
record.

Prepared by: Frederick J. Berning, P.S.-P.E.
Professional Surveyor, No. 6926

RECEIVED & RECORDED
JUN 28 1996
SUE RIOUX
RECORDEULUCAS COUNTY,OHIO 96 1642004