Silverbuck Plat I

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DECLARATION OF RESTRICTIONS
FOR
SILVERBUCK PLAT I
VILLAGE OF SWANTON, LUCAS COUNTY, OHIO

WHEREAS, SILVERBUCK, LLC, an Ohio limited liability company (hereinafter referred to as “Developer”) is the owner in fee simple of the following described real estate:

Lot numbers one (1) through twenty-eight (28), both inclusive (“lot” or “lots”), in Silvercreek Plat I, a Subdivision in the Village of Swanton, Lucas County, Ohio.

WHEREAS, Developer has determined to establish restrictions upon the manner of use, improvement and enjoyment of the lots described above, which will make said lots more attractive for residential purposes to the benefit of the owners thereof.

NOW, THEREFORE, in consideration of the enforcement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereinafter become an owner of a portion of said premises, Developer, for itself and its successors and assigns, hereby declares, covenants and stipulates that lots numbers one (1) through twenty-eight (28), both inclusive, in Silvercreek Plat I, a Subdivision in the Village of Swanton (“Village”), Lucas County, Ohio (“Silvercreek”, “Development”, “the Plat” or “the subdivision”) shall be deemed sold, conveyed or transferred by said Developer, its successors and assigns, subject to the following covenants, and, that:

ARTICLE ONE

Section 1. No dwelling or structure (“dwelling”) or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the site, location, type, style of architecture, size, the materials of construction thereof, and the exterior color scheme thereof, the site grading plans of the lot, including the grade elevations of said dwelling, the plan and specifications and details of said dwelling shall have been approved in writing by Developer, 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, specifications 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 Silvercreek 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.

Without limiting any of the foregoing it is specifically understood and agreed that the following specific restrictions will be observed in the construction of any improvements within the subdivision and/or on the lot upon which improvements are to be constructed:

1. All dwellings will have thirty (30) year Oak Ridge, or better roofing materials.

2. All dwellings will use Andersen windows only, or some equivalent substitute approved by Developer.

Louisville Box
3. All dwellings will have six (6) inch concrete driveways, no asphalt, with forty-eight (48) inch sidewalks.

4. All dwellings must have continuous gutters which must be connected to the storm system directly and not allowed to run out onto the lawns.

5. Under no circumstances will trusses, panelized homes or modulars be permitted within Silverbrook.

6. All lawns on every lot must be seeded and landscaped properly within a minimum of thirty (30) days of date of occupancy.

7. Developer will specify a uniform cedar mailbox which is to be used by all lot owners; no other form of mailboxes will be permitted to be used within Silverbrook.

8. No pools of any kind shall be permitted within the subdivision except for underground pools with a six (6) foot privacy fence, the plans and type of which shall be subject to the prior written approval of Developer as to location, color, size, etc.

9. All dwellings shall use OSB sheathing. All vinyl siding shall be at least forty-two (42) grade.

10. All dwellings must contain a basement or crawl, or combination thereof; under no circumstances will residences be permitted to be constructed upon a pad.

11. All dwellings will be serviced by a sump pump installed at the time of original construction.

12. Under no circumstances will basketball poles or other structures, improvements, or other similar types of improvements be allowed to be placed anywhere within the subdivision except for portable basketball hoops which, when not in use, must be stored within the garage of the dwelling.

13. All builders within the subdivision will supply Developer, prior to commencement of construction, with proof of adequate liability insurance by furnishing a certificate thereof to Developer.

14. The front exterior of all dwellings will contain at a minimum one (1) full face of brick with the balance of the front elevation treated with brick wainscoting.

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, nor nearer to any 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, garages, shops, barns, outbuildings, and other similar structures on said dwelling. Except as provided immediately above, under no circumstances shall any sheds, doghouses or other animal enclosures, television or radio receiving equipment, or other such enclosures or structures be permitted to be located on any lot except for (a) playground equipment approved by Developer as to location so as to ensure non-visibility from the street which runs in front of the residence at which such equipment is located, (b) a 50' x 50' outbuilding to be constructed in compliance with all building codes and architecturally identical to the dwelling to be used solely to house a golf-cart owned by the lot owner.

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 part of one, two or more lots as delineated on the Plat, but only with the prior written consent of Developer.

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 nor unless, in the case of the single family dwelling such garage be made an
integral part of said dwelling, nor unless nor until the size, location, type, style or architecture, use, the
materials of construction thereof, the color scheme thereof, 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 allowed to
said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon
any lot. Such garage, in case of a single family dwelling, being an integral part of said dwelling, shall be
subject to all the covenants, rights, terms, reservations, limitations, agreements and restrictions as any
point herein made applicable to said dwelling.

Section 3. No above ground swimming pool shall be installed on any lot nor shall any other
swimming pool or outdoor spa, hot tub, or the like, be installed in Silverbrook until the plans, specifications
and site plan showing the location of such addition or swimming pool, spa, etc. shall have been approved
in writing by Developer. Provided, however, that children's wading pools having a total water surface of
less than 75 square feet and a depth of less than 24 inches shall be permitted so long as such wading
pool is not visible from the street which runs in front of the residence at which said wading pool is
located.

Section 4. The location of any and all driveways (which shall be concrete) shall be established as
approved 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 Silverbrook, 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 encoded therein in writing. Each lot owner
shall install such sidewalks as are required by the appropriate governmental authority and as approved by
Developer (see above specific specifications).

Section 7. All garages are to be attached to the dwelling. All garage doors for the ingress and
egress of motor vehicles shall be controlled with electronically operated garage door openers. No
structure or driveway or any part thereof shall be erected, placed or maintained on any lot in Silverbrook
nearer to the front or street line or from than the building set back line as shown on the recorded Plat.
 Said portion of any lot shall not be used for any purpose other than that of a house, nothing herein
contended, however, shall be construed as preventing the use of such portion of any lot for walks (pavv,
drives, If otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental
plants, or statuary, fountain and similar ornaments, for the purpose of beautifying any lot, but no
vegetables, so-called grains or other plants 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. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be
erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to
remain upon any lot until the written consent of Developer shall have been first obtained therefor and
shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep
and any general conditions pertaining thereto that said consent may name. Without limiting any of the
foregoing, it is expressly provided that solid fences will not be permitted and that any three rail split fence is
hereby favored by Developer. Any approved fence shall enclose the entire back yard and under no
circumstances however shall any fencing be permitted parallel with or adjacent to any fencing erected by
Developer along the exterior side of the Development.

Furthermore, no fencing shall be permitted whatsoever on those lots in the Plat (lots 21-27)
which border a certain pond ("lake") located on Lot 50 of the Plat which is reserved for the exclusive use
and enjoyment of said lots and other proposed lots of future plans of Silverbrook which border the lake
("Lake Lots") which is to be placed on certain property adjacent to it in near proximity to the Plat
("adjacent property"). The Plat and any further plans of Silverbrook shall be sometimes referred to herein
as the "Project".

Section 8. No basketball backboard or similar structure shall be erected or attached to any
dwelling or garage. Any basketball backboards or similar structures located on any lot shall be portable
only (except as may be in the garage when not used) all such portable backboards wherever placed shall
receive the prior written approval of Developer as to location and all other particulars.
Section 9. In connection with the provisions contained in Sections 2, 4, and 7 of this ARTICLE ONE, it is hereby provided that, if the opinion of Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of these restrictions would work a hardship, Developer may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in its judgment, do material damage to any existing or adjacent property.

Developer reserves the right unilaterally among these restrictions in all respects prior to any assignment by it under Section 4 of Article Two hereof by recording such amendment within the offices of the Lucas County, Ohio Recorder.

Section 10. Developer reserves the exclusive right to grant covenants for the construction, operations and maintenance of electric light, telephone, cablevision and telegraph poles, lines and conduits, and for water, gas, sewer, and pipes and conduits on or any other public or quasi public utility fixtures 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 right to grant covenants for easements and rights-of-way in, through and under or over those portions of the front, rear and sides of each lot, as shown on the Plat, designated as drainage or utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone, cablevision and telegraph poles, lines and conduits, drainage facilities or any other public or quasi public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Silverbrook, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Developer hereby further reserves for itself, for the Association (as defined in Section 1 of Article Two hereof), and their respective successors and assigns, perpetual non-exclusive easements across, over, under and upon those portions of the Plat designated as a "Drainage Easement" for purposes of draining surface water from the Project and thereby using the lake as a detention and surface water drainage facility to service Silverbrook and the Project.

Developer also reserves for itself, and for the Association (as defined in Article Two hereof) and their respective successors and assigns, a perpetual non-exclusive easement across, over and upon that strip of land shown as twenty (20) feet in width and designated as "Maintenance Easement" on the Plat and located at the rear of Lots 2 through 27 of the Plat for purposes of providing vehicular and pedestrian access to the lake solely for the purpose of permitting the maintenance and care of the lake.

Section 12. No wines, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business, or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot; no wells or well points for gas, water, oil or other substances shall, at any time, whether intended for temporary or permanent purpose, be drilled, placed or suffered to remain upon any lot; nor shall any oil be laid 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 poles, overhead or exposed wires, bollards (including snowflake bollards) see Section 2 of this Article), whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon visible from the outside of said dwelling without the consent of Developer first having been obtained. No signs of any character, shall be erected, placed or posted or otherwise displayed on or about any lot without the written permission of Developer. However, a standard real estate and/or builder's sign not exceeding 6 square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall be permitted. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, mounting, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in Silverbrook. Political or campaign signs may be displayed only as provided by Village ordinances.

Section 13. The maintenance or harboring of any animals, other than dogs, cats, or birds maintained within the dwelling so as not to unreasonably disturb neighbors, is expressly prohibited in
Sherbrooke. Under no circumstances will any dog or cat be permitted or allowed to remain outside a dwelling unattended so as to become a nuisance to any lot owner in Sherbrooke. In that connection, and as part of the same, no dogs or other pets, even those not being kept as pets, shall be kept or stationed on any lot. Furthermore, the Developer or the Association (as hereafter defined) may develop such other rules and regulations in respect to the keeping of any domestic dog or cat (such as limits on size and type) so as to ensure that no such domestic pet or animal shall become a nuisance or safety concern for any lot owner.

Section 15. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No yard equipment, including power mowers, power shovels and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 each year prior to nine o'clock A.M. All yard equipment shall be stored inside while not in use.

Section 16. Any commercial vehicles, boat, mobile home, car, trailer or other similar device, vehicle or equipment, if stored on any lot in Sherbrooke, shall be housed at all times within a garage.

Section 17. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood (except for newly stacked firewood not exceeding one cord in locations approved by Developer and not visible from the street), the residence at which such firewood is located, building materials, paper, glass, or any reclaimed product or material, except that during the period any dwelling is being erected on such lot, building materials may be stored therein. However, any building materials not incorporated in said dwelling within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within one (1) year of the date of the beginning of construction. Holding herein contained shall prohibit the reasonable accumulation of recyclable material generated by a family living within a residence in Sherbrooke long as such recyclable material is retained within the garage or residence and is removed from the residence at reasonable intervals. Deedlings shall be commenced to be constructed on all lots within fifteen (15) months of the acquisition of same from the Developer. If a dwelling's construction is not so commenced within said time period, such lot shall be subject to, at the option of Developer, repurchase by the Developer at the same price as purchased from the Developer.

Section 18. 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 basements, or behind screens approved by Developer as to location and style. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may, from time to time be established by Developer.

Section 19. Developer 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 violations or breach exists, and to summary abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or shall then be contrary to the intent and meaning of the provisions herein interpreted by Developer and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enter any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construes, 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 at any and all times have the right to enforce the same.

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 Developer.

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

Section 22. As soon as practicable, but in no event later than sixty (60) months after a residence has been constructed on any lot in Sherbrooke, the front yard of said lot shall be seeded or seeded with sod or the front yard of said lot shall be seeded with sod from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots,
the front yard shall be sodded or seeded from the front of the single family residence to the curb line and the side yard facing the dedicated public street shall be sodded or seeded from the single family residence to the curb line. The balance of the lot shall be sodded or hydro-seeded within the above time periods, provided, however, that if any area required to be sodded as set forth herein is serviced by an underground sprinkler system, it shall be permissible to hydro-seed rather than sod such area.

Section 22. The areas designated for utility, drainage and open space easements as set forth on theplat shall be maintained by the lot owners as law (except for Lot "D" which shall be maintained by the Association as hereafter provided). All permitted fences, driveways, trees or other structures, other than utilities, installed in the said easement areas, are installed at the risk of said lot owner. Should the lot owner plant or install said said easement areas, the governmental authority within whose jurisdiction the lot is located or any public or quasi-public utility may remove said construction at the lot owner's expense.

Section 23. The established drainage flow anywhere in Silvercreek shall not be altered by other than by the maintaining authority.

Section 24. Whenever any of the covenants, reservations, agreements or restrictions herein provide for any approval, designation, determination, modification, consent, enforcement or any other action by Developer, any such approval, designation, determination, modification, consent, enforcement or any other such action may be undertaken by the Developer, its successors or assigns, or by any attorney-in-fact authorized by it pursuant to a recorded Power of Attorney.

ARTICLE TWO

Section 1. Upon or prior to the sale of two-thirds (2/3) or more of the lots in Silvercreek, any future joint Board, Developer may cause the incorporation of the Silvercreek Homeowners' Association, Inc. ("Association"), and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, its successors and assigns, 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 a majority 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 lots situated in Silvercreek, and any future lots therein, and for the health, comfort, safety and general welfare of residents of said lots, and all of such lots shall at all times be maintained subject to such rules and regulations.

The Association shall be responsible, among other things, for the maintenance of Lot "D" of the Plat, all private street lights and signs, all boulevard areas, any perimeter fence installed by the Developer, all cul-de-sac landscaping and maintenance, right-of-way maintenance along Lindsey Road, Lot "D" of the Plat shall however be deemed to the Lake Association (as defined below) after its formation for the sole and exclusive enjoyment of the Lake Lot owners. All other common areas located throughout the Development and chosen to be maintained by the Association for the mutual benefit of all lot owners in the Development shall be deemed to the Association.

Section 3. The Association, by a vote of a majority of its members, may establish and levy an assessment on each lot owner in a reasonable and equitable manner for such sums as are determined by the Association to be reasonably necessary to raise such fund as are required to maintain and operate the Association. Said fund shall be added to and recorded in the Association, which is formed with all or any portion of the real, privileges and powers granted or reserved to Developer hereunder which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.
Section 5. After the expiration of twenty (20) years after the recording of these Restrictions, all
rights, powers, and privileges of Developer herein not previously assigned by the Developer pursuant to
Section 4 above, shall automatically vest in the Association.

ARTICLE THREE

Section 1. Each Grantee of a lot in Silverbuck, and any future plots thereof, by the acceptance of
a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations,
assumptions, and the jurisdictional rights and powers of the Developer and the Association, created or
reserved by this Declaration or by Plat or these restrictions and all covenants, 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 this
Declaration were written and stipulated as length in each and every deed of conveyance. The violation of
any restrictions or condition, or the breach of any covenant or provisions herein contained shall give
Developer or the Association, the right to enter upon the land upon which, or as to which, such violation
or breach exists, and to immediately 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, the Association or the Association shall not thereby be deemed guilty of any
manner of trespass. The continuance of any breach may be enjoined, abated, or remedied by any
appropriate legal proceedings, either by law or in equity, by Developer, the Association, the Lake
Association (if such violation relates specifically to the covenants contained in Section 3 of Article Four
or Article Four thereof), or by individual owners.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon
Developer, Developer and all persons claiming under or through Developer for a period of twenty (20)
years from and after the date hereof, at which time the covenants and restrictions shall be automatically
extended for successive periods of ten (10) years unless earlier terminated as provided herein. In
addition to Developer’s unilateral right to amend under Article One, Section 9 hereof, these covenants and
restrictions may also be amended within the initial twenty (20) year period with written approval of the
then owners of not less than two-thirds (2/3) of the lots in Silverbuck, and any future plots thereof, which
amendments shall become effective from and after the filing of the same with the Recorder of Deeds of
Lucas County, Ohio of the instrument, setting forth the amendments and signed by all approving lot
owners with the formalities required by law. These covenants and restrictions may be terminated at the
end of the initial twenty (20) year period, or by written consent of the owners of not less than one-half (1/2)
of the lots in Silverbuck, and any future plots thereof, upon the filing of an instrument as aforesaid with the Recorder of Deeds 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 restriction hereby imposed or of any provision shall not impair or
affect in any manner, the validity, enforceability or effect of the remaining restrictions and provisions of
this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Association shall be punished
by the Association, the Association shall have the right to collect and disperse funds as herein provided and shall have the right to enforce such rules and regulations adopted by the Association.
Section 3. Lake Restrictions and Silverbrook Lake Homeowners' Association, Inc. As stated previously, the Developer has or will create the Association as a master or unincorporated association for all lots within the Plat and the adjacent property whose members will be all the record owners of all lots owners in the Plat and every future plat within the Plat. Developer also has created or will create the Silverbrook Lake Homeowners' Association, Inc. ("Lake Association"), whose members shall only be the owners of the Lake Lots as defined in Section 7 of Article One hereof (the Association for the Lake Association shall also be collectively referred to herein as "Association"). The lake shall be maintained by the Lake Association, which shall have the authority and power to assess all Lot owners for the costs of same. The use and enjoyment of the lake shall, however, be limited to the owners of the Lake Lots. It is hereby stipulated and declared by the Developer that the lake shall at all times be restricted in its use and enjoyment to open space and recreational purposes for the sale and exclusive benefit of the owners of the Lake Lots. Under no circumstances will any activity other than fishing by the Lake Lot owners directly from their respective Lake Lots be permitted on the lake. No docks or boats of any kind shall be permitted to be located or used on the lake, and no appurtenant structures of any kind shall be permitted to be placed within twenty (20) feet of the lake's boundaries.

Section 4. Maintenance Charges. Each and every lot in the Plat shall be subject to an annual working capital and maintenance charge in the amount established by the Association and the Developer. It is hereby understood and stipulated that until such time as the Developer assigns its rights to the Association, as herein permitted, the Developer shall have exclusive control of the Association. The initial annual charge for the Association shall be One Hundred Dollars ($100.00). The initial annual charge for the Lake Association shall be Fifty Dollars ($50.00). Under no circumstances shall the Developer or any obligation to pay any annual assessment or charges to either of the Associations on lots remaining unsold by it. At the time the Developer conveys any lot to Silverbrook, the new owner(s) shall be responsible for payment of a pro-rata share of that year's assessments. The pro-rata amount shall be based upon the remaining calendar months, or any part thereof, left in said calendar year. Future charges shall be levied on the first day of January of every calendar year. The Association and the Lake Association (Lake Lots only) shall each have a lien perpetually upon lots in the Plat to secure the payment of all annual maintenance charges. In default of the payment of such maintenance charges 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 ___________ Homeowners' Association, Inc. claims lien for unpaid annual assessments for the year(s) _______ in the amount of $__________ against the following described premises:

(Legal Description)

__________ Homeowners' Association, Inc.

By: __________________________ President

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this ___ day of ______, 20___, by

________________________

Notary Public
In the event any of said annual assessments is not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. Sale or transfer of any residential lot shall not affect the assessment lien provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessment shall be levied against all lots in Silverbuck, and any future plots thereof, and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of Silverbuck, the Project as herein enumerated, or the Associates, which shall include reasonable management fees, and for any and all other purposes which the Associations may determine from time to time to be for the general benefit of the owners of the lots in Silverbuck or the Project.

ARTICLE FIVE

Section 1. Restrictions of Lake Use. Without limiting the powers of the Lake Association to adopt rules and regulations pertaining to the use, enjoyment and maintenance of the lake, the Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby also apply to the lake:

1. Each Lake Lot owner shall have the right to use the lake for recreational and open space purposes only, consistent with the provisions hereof and any rules and regulations adopted by the Lake Association; provided, however, that any use of the lake shall be at the sole risk of said owner. Under no circumstances shall the Lake Association or the owner of a Lake Lot have the right to diminish, control or affect the level, volume or amount of water located in the lake.

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

3. No power boats or watercraft of any kind shall be permitted on the lake. No swimming shall be permitted in the lake whatsoever.

4. Under no circumstances will docks be permitted to be built or located on or along the lake.

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

Section 2. Purposes and Powers of the Association. The Association shall have the power to own, operate, control and maintain the lake, cove-on-cove, island areas, and those other common areas as are described in this Declaration, and to assess all owners of lots within the Development on an annual basis for the costs of same. In the event any such assessment is not paid when due, the Association shall have the right and power to lien the property of all lot owners in the Development who have not paid said assessments pursuant to these Articles. Such assessments shall be levied on the 1st Day of January of every calendar year.

Section 3. Easement in Favor of All Lot Owners. Devise, in addition to the other easements reserved herein, hereby reserves over, across, under and upon the lake perpetual non-exclusive drainage easements in favor of itself, all lot owners in Silverbuck, and any future plots thereof, and all of their respective successors, heirs and assigns for purposes of permitting the flow of storm water drainage from Silverbuck and the subject into the lake, and the placement of storm water drainage facilities thereupon (some of these easements are shown on the Plat), and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall
DEVELOPER:
SILVER BUCK, LLC,
an Ohio limited liability company

BY: RFS DEVELOPMENT GROUP, LLC,
an Ohio limited liability company, Manager

By: Randal F. Smith, Sole Member

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me the 12th day of July 2006, by
Randal F. Smith, sole member of RFS Development Group, LLC, an Ohio limited liability company,
manager of Silver Buck, LLC, an Ohio limited liability company, on behalf of said companies.

This Instrument Prepared By:
Jerome M. Parker, Esq
Gretna, Kaplin & Parker, LLP
608 Madison Avenue, Ste 500
Toledo, Ohio 43604
(419) 244-0236

[Signature]

Louisiana By:
Allen J. Math

[Signature]