SPRINGFIELD HILLS PLAT 2

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DECLARATION OF RESTRICTIONS

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc. Trustee (hereinafter referred to as "Trustee") is the owner in fee simple of the following described real estate:

Lot numbers twenty-five (25) through forty-four (44) both inclusive, in Springfield Hills Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio.

WHEREAS, Trustee holds title for the benefit of Sandra C. Sloan as beneficial owner and developer for said premises (hereinafter referred to as "Developer").

WHEREAS, Trustee and Developer have 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;

NOW, THEREFORE, in consideration of the enhancement 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 hereafter become an owner of a portion of said premises, Trustee and Developer, for themselves and their respective successors and assigns, hereby declare, covenant and stipulate that Lots number twenty-five (25) through forty-four (44), both inclusive, in Springfield Hills Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, land, to-wit:

ARTICLE ONE

Section 1. No dwelling or any addition thereto, or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, 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

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and slopes on all lots in Springfield Hills Plat Two 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.

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 approved in writing by the Developer, 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, porches, verandas, portecochre, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Springfield Hills Plat Two, but only with the 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 and the servants thereof, not 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 therefor, the grade elevation thereof, and the plans, specifications and details of said garage, or including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in 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 at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Springfield Hills Plat Two until the plans, specifications and plot plan showing the location of such addition or swimming pool shall have been approved in writing by Developer. Provided, however, that childrens' wading pools having a total water surface

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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 6. The location of any and all driveways 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 Springfield Hills Plat Two except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing. Each lot owner shall install such sidewalks as are required by the appropriate governmental authority and as approved by Developer.

Section 7. All garage doors for the ingress and egress of motor vehicles shall be controlled with electronically operated garage door openers. No structure or any part thereof shall be erected, placed or maintained on any lot in Springfield Hills Plat One, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so-called, grains or other plants of the ordinary garden or field variety shall be grown on such portion thereof (except that homeowners may grow vegetables for their own consumption only so long as no plants exceed 3 feet in height; are not visible from the street on which the house fronts; and do not cover more than 250 square feet of land area); and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly object 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.

Section 8. No basketball backboard or similar structure shall be erected or attached to the front of any dwelling or in front of the actual front Developer approved building line, and all such structures wherever erected shall be approved by Developer.

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Section 9. In connection with the provisions contained in Section 1, 2, 4, and 7 of this Article One, it is hereby provided that if, in 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 said 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 abutting or adjacent property. Developer further reserves the right to unilaterally amend 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 consents for the construction, operations and maintenance of electric light, telephone, cable vision and telegraph poles, lines and conduits, and for water, gas, sewer, and pipes and conduits or any other public or quasi public utility facilities together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and rights-of-way in, through, under and/or over those portions of the front, rear, and sides of each lot, as shown on the plats of Springfield Hills Plat Two, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone, cable vision and telegraph poles, lines and conduits, 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 Springfield Hills Plat Two, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spirituous, 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 for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes totally concealed underground; the location of said lawn sprinkler wells shall be

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approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining lot. No poles, overhead or exposed wires, antennas (including satellite dishes), 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 or 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, materials, location and height of all such signs. The right is reserved by Developers to erect and place signs on any unsold lots in Springfield Hills Plat Two. Political or campaign signs may be displayed only as provided by local ordinance.

Section 13. The maintenance or harboring of any animals, other than dogs, cats, or birds which are maintained within the dwelling so as not to unreasonably disturb neighbors, is expressly prohibited in Springfield Hills Plat Two.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No dryer shall be left exposed when not in use and in no event will a dryer be permitted to be left out overnight whether is use or not. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front or side of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st each year prior to ten o'clock A.M. All yard equipment shall be stored inside while not in use.

Section 15. Any commercial vehicle, boat, mobile home, car, trailer or other similar device, vehicle or equipment if stored on any lot in Springfield Hills Plat Two shall be housed within a garage.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood (except for neatly

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stacked firewood, building materials, paper, glass, or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within nine (9) months of the date of the beginning of construction. Nothing herein contained shall prohibit the reasonable accumulation of recyclable material generated by a family living within a residence in Springfield Hills Plat Two so long as such recyclable material is retained within the garage or residence and is removed from the residence at reasonable intervals.

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

Section 18. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner hereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescent 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 19. 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 20. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction, location, alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

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Section 21. Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of Springfield Hills Plat Two be uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

Section 22. Within six (6) months after a residence has been completed and occupied on any lot in Springfield Hills Plat Two, the front yard of said lot shall be sodded or hydro-seeded from the front of the single family residence to the curb line in the case of interior lots. In the care of corner lots, the front yard shall be sodded or hydro-seeded from the front of the single residence to the curb line and the side yard facing the dedicated public street shall be sodded or hydro-seeded from the single family residence to the curb line.

Section 23. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of Developer shall have been first obtained therefore, and same 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. Notwithstanding this restriction, the erection of "split rail" type fences (2 or 3 rail) are hereby granted prior approval by the Developer provided such "split rail" fences are not erected nearer to any street than the rear of the dwelling.

Section 24. The areas designated for utility and open space easement as set forth on the recorded plat of Springfield Hills Plat Two shall be maintained by the lot owners as lawn. No fences, shrubs, trees or other structures, other than utilities, shall be permitted in the said easement areas. Should the lot owner plant or install on the said easement areas in violation of this section, the governmental authority within whose jurisdiction the lot is located may remove said obstruction at the lot owner's expense.

Section 25. The established drainage flow anywhere in the subdivision shall not be altered by other than by the maintaining authority.

Section 26. Whenever any of the covenants, reservations, agreements or restrictions herein provide for any approval,

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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 the sale of two-thirds (2/3) or more of the lots in the various plats of Springfield Hills, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Springfield Hills Property Owners' Association", (hereinafter referred to as ("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 Trustee, its successor 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 two-thirds (2/3) of its members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the lots situated in Springfield Hills Plats One and Two, 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.

Section 3. The Association, by a vote of two-thirds (2/3) of its members, may establish and levy on each lot owner in a reasonable and equitable manner, such sums as are determined by the Association to be reasonably necessary to raise such funds as are required to maintain the Association, cover the cost of its operations and maintain and insure any of its property. The Association shall also establish and levy such sums as are necessary as per the requirements of Section 4 below. Any such assessments, or portion thereof, which remain unpaid sixty (60) days after receipt of the notice thereof by the lot owner, shall become a lien on said lot for the benefit of the Association.

Section 4. Developer shall, by an instrument in writing in the nature of an assignment, vest the Association, when formed, with all rights, privileges and powers of Developer to enforce the provisions set forth in ARTICLE ONE, Sections 12, 13, 14, 15, 16, 17, 18, 20, 23, and 24, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

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Section 5. The rights, privileges and powers granted to Developer in ARTICLE ONE, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 19, and 21 shall remain exclusively in Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by Developer to the Association of Developer's rights, privileges and powers as provided in Section 4 of this ARTICLE TWO. Upon the expiration of such twenty (20) year period, or at such earlier time as Developer may designate, the rights reserved to Developer as set forth in this Section shall terminate.

ARTICLE THREE

Section 1. Each Grantee of a lot in Springfield Hills Plats One and Two, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations easements, and the jurisdictional rights and powers of the Developer and the Association, created or reserved by this Declaration of by plat or deed restrictions recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any 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 summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association shall not thereby be deeded guilty of any manner of trespass. The continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either by law or in equity, by Developer, the Association, or by individual owners.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon Trustee, Developer, and all persons claiming under or through Trustee 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 for herein. These covenants and restrictions may 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 Springfield Hills Plats One and Two 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

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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 may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Springfield Hills Plats One and Two 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 matter, 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 acquiring the rights and benefits of Developer as provided for in ARTICLE TWO, Section 3, herein shall be deemed in violation of this Declaration and may be abated and removed or enjoined as herein provided.

ARTICLE FOUR

Section 1. Lot A is specifically excluded from the operation of any Declaration of Restrictions except as hereinafter set forth.

Section 2. The owners of all Lots within Springfield Hills Plats One and Two, (except the owner of Lot A in Plat One) shall be responsible for the maintenance of Lot A as well as for the payment of any real estate taxes and insurance or liability insurance required by the Developer incidental thereto. Lot A is intended to be a storm water retention area and not used as a recreation area by the residents, their guests or invitees. Each Lot (other than Lot A) in Springfield Hills Plats One and Two, as well as any future Plats in the Springfield Hills Subdivision which use Lot A for storm water retention or drainage purposes shall each be responsible for an equal amount of the cost of maintenance, insurance and taxes. The Developer shall have the right to assess and collect the per capita assessment for the above cost until such time as the Springfield Hills Property Owners' Association is formed. Developer shall have the right, but not the obligation, to transfer ownership of Lot A to the Springfield Hills Property Owners' Association. If such transfer does not take place, the owners of all the Lots in Springfield Hills Subdivision shall still be responsible for payment of the costs set forth above.

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Section 3. The Lucas County Engineer has required and the Plat of Springfield Hills Plats One and Two sets forth that the owners of all Lots within this Plat shall be responsible for the maintenance of this Lot A Common Area as shown on Springfield Hills Plat One. In this regard, all Lots within the Plat shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the owner or owners of the property herein described are not properly maintaining the above mentioned drainage facilities. In such event, the amount and method of assessment shall be determined by the Lucas County Engineer.

Section 4. The owners of lots in Springfield Hills Plats One and Two shall not use the Lot A common Area in Springfield Hills Plat One for any purpose whatsoever. The entire Lot A Common Area and storm water retention area located thereon are integral parts of the drainage system for the Springfield Hills Subdivision and are not intended to be recreational areas or used by the various lot owners.

Section 5. Developer shall not be responsible for any loss or damage to the lot owners, the Springfield Hills Property Owners' Association, any owner, his or her family, guests, invitees, agents or employees, his or her heirs or assigns, or any other person who uses the Lot A Common Area in Springfield Hills Plat One.

Section 6. The cost of reasonable liability insurance shall be borne by the owners of the lots in the various Plats of Springfield Hills and shall be paid for as provided for in Section 2 above for the maintenance costs.

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IN WITNESS WHEREOF, the undersigned parties have hereunto set their names to this instrument as of the 18th day of August, 1997.

Witnesses as to Trustee:

TRUSTEE:
Louisville Title Agency for N.W. Ohio, Inc., Trustee

By: _____
John W. Martin, President

By: _____
Rodney R. Frey, Vice President

Witnesses as to Developer:

DEVELOPER:
Sandra C. Sloan

By: Sandra C. Sloan

By: _____

STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this 18th day of August, 1997, by John W. Martin, President and Rodney R. Frey, Vice President of the above-named Louisville Title Agency for N.W. Ohio, Inc., Trustee.

NOTARIAL SEAL STATE OF OHIO
Notary Public-State of Ohio
Commission Expires 4-3-99

NOTARY PUBLIC

STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this 29th day of August 1997 by Sandra C. Sloan, Developer.

NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO
CINDY L. WINFREY
Notary Public - State of Ohio
My Commission Expires Dec. 4, 2001

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CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, Fifth Third Bank, Mortgagee of Lots number twenty-five (25) through forty-four (44), both inclusive, in Springfield Hills Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions for Springfield Hills Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio, this 28th day of August, 1997.

Witnesses:

Janice A. Smith

Patricia Brown

FIFTH THIRD BANK

By: Jerome J. Straub
Vice President

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State personally appeared Jerome J. Straub, Vice President for Fifth Third Bank, Mortgagee for Lots numbered twenty-five (25) through forty-one (41), inclusive, in Springfield Hills Plat Two, a Subdivision of Springfield Township, Lucas County, Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed and the voluntary act and deed of the said Fifth Third Bank for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Lucas County, Ohio this 28TH day of August, 1997.

Janice A. Smith
NOTARY PUBLIC
JANICE A. SMITH
Notary Public, State of Ohio
My Commission Expires 7-13-2000

This Instrument Prepared By: DEVELOPER 5800

RECEIVED & RECORDED
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SEP 05 1997 8 50 AM

Louisville Box
Attn: Rod Fry

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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