STONERIDGE FARMS
PLATS 1, 3 AND 8

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DECLARATION OF RESTRICTIONS FOR

STONERIDGE FARMS, PLATS 1, 3 AND 8,

A SUBDIVISION IN THE TOWNSHIP

OF SPRINGFIELD

LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS ("Declaration") adopted by GOLDEN ACRES PARTNERS, an Ohio general partnership, 5750 Alexis Road, Sylvania, Ohio 43560 hereinafter called ("Developer"), as of this ___ day of ___, 1998.

WITNESSETH THAT:

WHEREAS, Developer is the beneficial owner of all of the lots in the recorded Plats ("Plat 1", "Plat 3" or "Plat 8", as the case may be, when referred to individually, and "Plat" when all three are taken together) of Stoneridge Farms Plats 1, 3 and 8, a Subdivision ("Stoneridge" or "the Subdivision") in the Township of Springfield, Lucas County, Ohio, which Plats are recorded in Volume 17, Pages 1006, Volume 137, Pages 979 and Volume 137, Pages 980, respectively, of the Lucas County, Ohio Record of Plats;

WHEREAS, The Stoneridge Farms Plats 1, 3 and 8 Homeowners' Association, Inc., ("Association"), when formed by Developer, shall be an Ohio non-profit corporation whose members shall be all of the owners of all of the residential lots ("lot or lots") in the Plat (except for Lot A of Plat 3 ("Lot A")

WHEREAS, Stoneridge Farms Lake Homeowners' Association, Inc., ("Lake Association") when formed by Developer, shall be a separate non-profit corporation whose members shall only be all the record owners of lots 52 through 57 of the Plat 3, and Lot 113 of Plat 8 as well as any other lots or property that Developer subsequently grants similar rights to as more specifically set forth and reserved in Section 2.15 hereof ("Lake Lots"), and which when formed shall be incorporated for the sole and exclusive purpose of taking title to Lot A and thereby owning and controlling the use, enjoyment, maintenance and operation of a certain lake ("the lake") situated or to be situated thereon as more particularly shown on Plat 3; and

WHEREAS, Stoneridge is intended to be a first-class, quality single-family residential subdivision (sometimes "subdivision" herein) developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, does for itself and its successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat (except that it is expressly stipulated that these restrictions will not apply to Lot A unless specific mention is made with respect thereto) shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the
following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1 - RESIDENTIAL LOTS. All of the lots located and shown on the Plat (excepting Lot A) as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 2000 sq. ft. of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Section 1.7 and Article II hereof. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 - Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted. Not more than one single-family residence shall, however, be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer.

1.3 - USE RESTRICTIONS. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Plat, nor shall anything be done within the Plat which may be or become an annoyance or nuisance in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for lawn maintenance purposes only which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called) shall be parked, stored, or suffered to remain upon any lot or in the streets within the Subdivision unless parked or stored within a garage and out of view. No clothes lines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of any lot.

1.4 - COMPLETION OF STRUCTURES. All residences must be completed by an owner within one (1) year following the commencement of construction on any lot. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.
1.5 -- PETS. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer and/or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer and/or the Association. Pit Bulls and other vicious animals are strictly prohibited in Stoneridge.

1.6 -- SIGNS. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 -- MISCELLANEOUS. No trailer, basement, tent, garage, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time shall any shack, shed, tent, barn or other outbuilding be permitted to be located or placed on any lot within Stoneridge, except for certain lots, which Developer determines in its sole discretion that due to the particular characteristics of such lots, such as location, etc., such lots are amenable to having such outbuildings located thereon; and only then after any such outbuildings are (1) approved under Article II hereof, and (2) are similar in design and color to the residence built thereon. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof unless approved by the Developer at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if parked or stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal or rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 -- SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, in-ground swimming pools, tennis courts and other enclosures) to be constructed and/or situated on any residential lot within the Plat shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall, in any event, reject, approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

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2.2 -- ARCHITECTURAL STANDARDS, HARMONIOUS PLAN. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Stoneridge as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to; in the judgement of the Developer, complement one another and promote the harmony and desirability of the Stoneridge taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community.

2.3 -- LOCATION OF STRUCTURES. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines, than the building set back lines as shown on the Plat, nor nearer to any side line or other rear line that 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, porticoes, and other similar projections of any dwelling.

2.4 -- MAXIMUM HEIGHT. No structure constructed or erected within the Plat shall be greater than two and one-half (2 1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 -- SWIMMING POOLS AND OTHER ABOVE-GROUND IMPROVEMENTS OR PROPERTY. Except for compatibly colored television receiving dishes, no greater than 24 inches in diameter, and located on a residence so as to not be visible from the street, no above-ground swimming pools, radio or television receiving equipment, enclosures or other removable personal property of any kind shall be permitted, installed or maintained on any residential lot.

2.6 -- DRIVEWAYS, SIDEWALKS AND SANITARY SEWER TAP PROVISIONS. The owner of each lot in the Plat shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot (which shall be placed through the driveway as appropriate) at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. Every owner shall, at his own expense, keep and maintain the sidewalks adjacent to his lot in good and sufficient manner, and to clear the aforesaid sidewalk of snow, ice, dirt, and any other debris within twenty-four (24) hours after such deposit, and each owner shall indemnify and hold Springfield Township and Lucas County harmless from any liability to any person for his neglect, failure or refusal in performing such duty. All driveways in the Plat shall be asphalt. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway, shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Each dwelling in the Subdivision must have a sanitary sewer hook-up, hereinafter referred to as "sanitary tap", to the existing service connection. Said sanitary tap shall be performed at the expense of the contractor at the time the residence is built and shall be constructed and used in accordance with and as prescribed by The Lucas County Ohio Sanitary Engineer. In the event the contractor who constructs the single family residence on any lot or the owner of any lot fails to perform said sanitary tap as
prescribed above within the time period allowed by the Lucas County Ohio Sanitary Engineer, or performs said sanitary tap without authorization of the Lucas County, Ohio Sanitary Engineer, or uses said sanitary tap in violation of the specifications of the Lucas County Ohio Sanitary Engineer, then in that event, if Developer is compelled to perform said sanitary tap, or if Developer is compelled to pay for aforementioned sanitary tap, or if Developer is compelled to pay sewage or drainage disposal charges or sewer cleaning charges resulting from aforementioned unauthorized sanitary tap or use thereof, the Developer shall have the right to record a lien against such lot by recording a document having the formalities of a deed, which sets forth the legal description of the lot, the present owner of record, and the amount expended by Developer for the construction of said sanitary and/or sewage disposal or cleaning charges. The unpaid portion of such sanitary tap and/or sewage disposal or cleaning charges which is to be secured by the lien shall bear interest at the rate of twelve percent (12%) per annum from the date such lien is filed with the Lucas County Recorder until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Developer including, but not limited to, court costs, attorney fees, and bank interest and/or escrow fees incurred in collection of same. Such lien shall be subordinate to any institutional mortgage existing at the time of filing the lien.

2.7 -- BUILDING LINES AND LANDSCAPING. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 2.3 hereof, as shown on the 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 privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornaments, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof, and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential 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 residential 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. No tree greater than six (6) inches in diameter (as measured at 3 feet above existing grade) shall be removed from any residential lot or destroyed for purposes of construction unless first approved in writing by the Developer pursuant to Section 2.1 hereof.

2.8 -- ESTABLISHMENT OF GRADES. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Stoneridge. Deviations from such established grades is strictly prohibited unless approved by the Developer in writing.

2.9 -- BASKETBALL BACKBOARDS. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards, whenever erected, shall first be approved by Developer in writing.

2.10 -- MAILBOX AND/OR PAPER DELIVERY. All dwellings on all lots shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service and such mailbox must contain not only the standard opening for mail delivery, but also an additional opening located below the mail delivery opening for the purpose of receiving newspapers, advertisement, and other such materials not commonly delivered by the United States Postal Service. The owner of a residential lot shall
maintain the mailbox and replace when necessary with a mailbox of similar type, lock, and quality.

2.11 -- FENCING. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any residential lot, nor shall a hedge be erected, placed or suffered to remain upon any residential lot until the written consent of the Developer shall have been first obtained therefor, and 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. It is hereby stipulated that a three-rail split-rail treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved split-rail fencing on the lot owners side of the fence with prior Developer approval. Fences shall not be erected nearer to any street or rear lot line than the building setback line or lines shown on the Plat.

2.12 -- CONSTRUCTION IN VIOLATION OF APPROVED PLAN. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, and 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, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof to 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.

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

2.14 -- THE STONERIDGE FARMS PLATS 1, 3 AND 8 HOMEOWNERS ASSOCIATION, INC. The Developer has caused or will cause the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Stoneridge Farms Plats 1, 3 and 8 Homeowners' Association, Inc." The owners of lots in Stoneridge and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all residential lots in the Plat and future plats, if any, of Stoneridge, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Developer may at any time previous to the sale and conveyance of all of said lots at its option so assign the aforesaid rights, privileges and powers to the Association. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat, and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and all future plats, if any.

2.15 -- LAKE RESTRICTIONS AND THE LAKE ASSOCIATION. The Developer has or will have created the Lake Association for those certain lots which border the lake, whose members will be all the record owners of Lot Numbers 52 through 57 of Plat 3 and 113 of Plat 8, as well as any other lots in any plat or property which is adjacent to
Lot A on the west and elected by Developer to be so included; it being specifically understood and agreed that Developer hereby expressly reserves the exclusive right to sell and assign to such other adjacent lots or property owners the right to become a "Lake Lot" owner, as herein defined, and enjoy the benefits of being a member of the Lake Association. Furthermore, the owners of the Lake Lots will have the sole use and enjoyment of the lake (Lot A shall be deeded to the Lake Association after all Lake Lots are sold and built upon). The owners of the Lake Lots will also through their membership in the Lake Association be responsible for the maintenance, care and insurance of Lot A pursuant to this Declaration and the rules and regulations of the Lake Association adopted from time to time. Until such time as all of the Lake Lots have been conveyed to others by the Developer, the Developer shall control and operate the Lake Association. 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 sole and exclusive benefit of the members of the Lake Association.

2.16 -- MAINTENANCE CHARGES. Each and every lot in the Plat shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Dollars ($100.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the first day of May and the first date of November each calendar year for such calendar year commencing May 1, 1997. The Association shall have a lien perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge 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. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Developer be responsible for any assessments on any lot owned by Developer to the Association or the Lake Association.

"NOTICE OF LIEN"

Notice is hereby given that The Stoneridge Farms Plats 1, 3 and 8 Homeowners' Association, Inc. claims lien for unpaid annual assessments for the year(s) ______ in the amount of $__________ against the following described premises:

(Insert Legal Description)

THE STONERIDGE FARMS PLATS 1, 3 AND 8 HOMEOWNERS' ASSOCIATION, INC.

By: __________________________
    President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this ____ day of ____________, 19____, by __________________________, Ohio corporation, on behalf of the corporation.

________________________________________
    Notary Public

In any event any of said annual assessments are 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. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 Stoneridge and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Stoneridge, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.

**ARTICLE III**

**EASEMENTS**

3.1--**Reservation of Easement Rights.** Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Stoneridge, over, below or under all of the areas designed as "Utility or Drainage Easements", or with words of similar import, upon the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserves to itself, and to its successors and assigns, a perpetual exclusive pedestrian easement for the benefit owner of Lot 113 of Plat 3 over and across the west ten (10) feet of the south fifty (50) feet of Lot number 57 of Plat 8 so as to provide the owner of said lot number 113 with pedestrian access to and from Lot A of Plat 3. Developer further reserves to itself, its successors and assigns, the further right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility or Drainage Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in Section 2.16 and this Section 3.1 shall unless otherwise stipulated survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.
ARTICLE IV
THE LAKE ASSOCIATION AND LOT A

4.1 -- THE LAKE AND THE LAKE ASSOCIATION. As indicated previously, the lake is presently located on Lot A of Stoneridge. The Developer has caused or will cause the Lake Association to be formed as an Ohio non-profit corporation for purposes of (1) taking title to Lot A, and (2) permitting all the owners of the Lake Lots to become members of the Lake Association and thereby enjoy the exclusive use, control and maintenance of the lake.

4.2 -- 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 Lot A and the lake:

1. Developer hereby reserves (1) a perpetual non-exclusive easement in favor of and for the benefit of each owner(s) of the Lake Lots over, across and upon Lot A for recreational purposes subject to the restrictions and limitations herein imposed and (2) a perpetual non-exclusive pedestrian easement over and across a ten (10) foot strip adjacent to the water's edge of the Lake, as same may from time to time change, all around the Lake so as to permit the Lake Lot owners to walk freely around the lake.

2. 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 any Lake Lot have the right to diminish, control or affect the level, volume or amount of water located in the lake; provided, however, sump pump discharge and rainwater from downspouts located on the Lake Lots may be discharged into the lake provided such Lake Lot owner has first obtained the prior written consent of Developer as to all specifications and the location of same.

3. No owner of any Lake Lot shall permit any discharge or erosion 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, other than sump pump and rainwater through downspouts but only then after the prior written approval of the Developer as to the plans and specifications and location of same is first obtained.

4. No power boats, motor boats, electric motors, gasoline powered motors or other motors of any kind shall be permitted on the lake.

5. Under no circumstances will docks, fences, decks, gazebos or any other structures whatsoever be permitted to be built within 40 feet of the shoreline of the lake, as same may change from time to time.

6. 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/or the Lake Association, and such rules and regulations shall be strictly observed by all Lake Lot owners.

4.3 -- PURPOSES AND POWERS OF THE LAKE ASSOCIATION. The Lake Association shall have the power to own, operate, control and maintain the lake and to assess all owners of the Lake Lots on a semi-annual basis for the costs of same. In the event any such assessment is not paid when due, the Lake Association shall have the right and power to lien the property of all Lake Lot owners who have not paid said assessments in the same manner and fashion as the Association pursuant to these
Articles. Such assessments shall be levied on the 1st of May and 1st of November of every calendar year and shall commence of May 1, 1987.

Without limiting any of the foregoing, the Lake Association shall specifically take all reasonable measures to insure that the level of the lake and its shoreline are adequately protected from and against erosion and/or deterioration.

4.4 -- EASEMENT IN FAVOR OF ALL LOT OWNERS. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon Lot A perpetual non-exclusive drainage easements in favor of all lot owners in Stoneridge, the Association, themselves, and all of their respective successors, heirs and assigns for purposes of permitting the flow of storm water drainage from the Subdivision 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 anything other than storm water be permitted to be drained into the lake from the remainder of the Subdivision pursuant to these easements first herein granted.

ARTICLE V

DURATION OF RESTRICTIONS, AMENDMENTS

5.1 -- TERM. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer, the Association or the Lake Association until the first day of January, 2017 at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years.

5.2 -- AMENDMENTS. These covenants and restrictions may be amended or revoked with the approval of the then owners of not less than seventy-five (75%) of the residential lots in the Plat (and if such amendment affects Lot A, only with the approval of the record owner(s) of Lot A), 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 necessary approving lot owners with the formalities required by law.

ARTICLE VI

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

6.1 -- VIOLATIONS UNLAWFUL. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Lake Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions 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.

6.2 -- SAYINGS CLAUSE. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

6.3 -- TRANSFERS SUBJECT TO RESTRICTIONS. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.
6.4 -- NOTICES. Any notice required to be sent to any owner of a residential lot or any part thereof to Developer, to the Association or the Lake Association 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 Developer, Lake Association or to the Association at the address of Developer first indicated above.

6.5 -- NO WAIVER OF VIOLATIONS. 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.

6.6 -- WAIVER OF RESTRICTIONS BY DEVELOPER. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

6.7 -- PARAGRAPH HEADINGS. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand to this instrument as of the day and year first written above.

WITNESSES:

GOLDEN ACRES PARTNERS, an Ohio general partnership

[Signature]
Michael Zbierski

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 19th day of November, 1996 by Michael Zbierski the authorized general partner of Golden Acres Partners, an Ohio general partnership, on behalf of said partnership.

[Signature]
Notary Public
ARTHUR CLEDERN, JR.
Notary Public, State of Ohio
My Commission Expires February 23, 2000

This instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604
CONSENT OF RECORD TITLE HOLDER

The undersigned, Am. L. T. Services, Inc., Trustee, as record title holder to all of the property covered by the foregoing Declaration of Restrictions, does hereby consent to, ratify and adopt the execution, delivery and recording of said Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed by its duly authorized officers this 20th day of Nov., 1996.

Am. L.T. Services, Inc., Trustee

By: [Signature]

Sandra M. Hylan, Vice President

By: [Signature]

William E. Rowland, Jr., President

State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this 20th day of Nov., by Sandra M. Hylan, Vice-President, and William E. Rowland, Jr., President, of Am. L.T. Services, Inc., on behalf of said corporation.

[Signature]

JUDY M. NUSBAUM
Notary Public, State of Ohio
My Commission Expires Dec 6, 1998
CONSENT OF FIRST MORTGAGE HOLDER

For valuable consideration received, the undersigned, Mid-American National Bank & Trust Co., as record mortgagee on the above described premises, does hereby consent to the execution, delivery and recording of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF the undersigned has caused this Consent to be duly executed by its authorized officer this 17th day of November, 1998.

Mid-American National Bank & Trust Co.,
a national banking association

By: William Irwin, Vice President

William Irwin, Vice President

State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this 17th day of November, 1998 by William Irwin, Vice President of Mid-American National Bank & Trust Co., on behalf of said association.

Crystal M. Jordan
Notary Public

CRISTAL M. JORDAN
Notary Public, State of Ohio
My commission expires 7-2-2001

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NOV 27'1998 11:32
SUE ROJOX
RECORER, LUCAS COUNTY, OHIO

96 3013D08
FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS FOR STONERIDGE FARMS
PLATS 1, 3 AND 8
A SUBDIVISION IN THE TOWNSHIP OF SPRINGFIELD
LUCAS COUNTY, OHIO

THIS FIRST AMENDMENT ("Amendment") to a certain Declaration of Restrictions is made and entered into as of the 2 / 17th day of August, 1997, by GOLDEN ACRES PARTNERS, an Ohio general partnership, 5750 Alexis Road, Sylvania, Ohio 43560 ("Developer").

WITNESSETH THAT:

WHEREAS, Developer executed and recorded a certain Declaration of Restrictions for Stoneridge Farms, Plats 1, 3 and 8 ("Declaration") recorded at 96-3013CO8 et seq., of the Lucas County, Ohio Deed Records; and

WHEREAS, Developer has deemed it in its best interest to amend the Declaration in accordance with the express terms and provisions of same, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants hereinafter contained, the Declaration is hereby amended in the following respects:

1. Section 2.6 of the Declaration is amended in part pertinent to provide that all driveways in the Plat shall be either asphalt or concrete.

2. Section 5.2 of the Declaration is hereby amended to add a second full paragraph which shall read in its entirety as follows:

"Notwithstanding anything to the contrary just contained in this Section 5.2, it is expressly understood and stipulated that Developer as long as it owns at least one Lot in the Subdivision may by itself, and without the need to obtain the consent of any other record owner of any other Lot within the Subdivision, further amend this Declaration for any and all purposes deemed necessary by the Developer."
3. Except as amended and modified herein, the Declaration and all of its terms and conditions shall continue to remain in full force and effect.

4. This Amendment shall be binding upon and inure to the benefit of the Developer and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand to this instrument as of the day and year first written above.

WITNESSES:

GOLDEN ACRES PARTNERS, an Ohio general partnership

By: Michael Zbierajewski, general partner

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 26th day of August, 1997, by Michael Zbierajewski, the authorized general partner of Golden Acres Partners, an Ohio general partnership, on behalf of said partnership.

[Signature]
Notary Public

This instrument prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

[Stamp] 97 2606C02
CONSENT OF RECORD TITLEHOLDER

The undersigned, Am. L. T. Services, Inc., Trustee, as record title holder to all of the property covered by the foregoing Declaration of Restrictions, does hereby consent to, ratify and adopt the execution delivery and recording of said Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed by its duly authorized officers this sixteenth day of August, 1997.

Am. L. T. Services, Inc., Trustee

By: Sandra M. Hylant, Vice President

By: William E. Rowland, Jr., President

Kelle M. Porchak

State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this twenty-eighth day of August, 1997, by Sandra M. Hylant, Vice-President, and William E. Rowland, Jr., President of Am. L. T. Services, Inc., on behalf of said corporation.

JUDY M. NUSBAUM
Notary Public, State of Ohio
City Commission Expires Dec. 6, 1993
CONSENT OF OTHER NECESSARY TITLEHOLDERS

The undersigned hereby consent to the foregoing Amendment.

WITNESSES:

Thomas C. Goodlive Builders, Inc.
By: Thomas C. Goodlive, President

State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this 21st day of August, 1997, by Thomas C. Goodlive, President of Thomas C. Goodlive Builders, Inc., on behalf of said corporation.

Notary Public

Sabo Custom Homes, Inc.
By: Todd Sabo, President

State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this 21st day of August, 1997, by Todd Sabo, President of Sabo Custom Homes, Inc., on behalf of said corporation.

Notary Public
State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this 21 day of August, 1997, by John C. Hawker and Wilda M. Hawker, husband and wife.

Notary Public

Jeffrey S. Leitner
Linda C. Leitner

State of Ohio, County of Lucas, ss:

The foregoing was acknowledged before me this 21 day of August, 1997, by Jeffrey S. Leitner and Linda C. Leitner, husband and wife.

Notary Public

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SUE RIOUX
RECORD DEPUTY, LUCAS COUNTY, OHIO
97 2606C05