Sycamore Woods

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DECLARATION OF RESTRICTIONS

As to Sycamore Woods

A Subdivision in Springfield Township
Lucas County, Ohio

WHEREAS, Albon Group, LLC, an Ohio Limited Liability Company, with its principal place of business at 3102 Steeple Chase, Perrysburg, Ohio 43551 (hereinafter called "Developer") is the owner in fee simple of Lots numbers one (1) through twenty-two (22) and the storm retention area located in Plat I and utility easement in Sycamore Woods, a Subdivision in Springfield Township, Lucas County, Ohio, as set forth in the plat of Sycamore Woods, recorded in Volume _____ of Plats, page _____ (hereinafter sometimes called "Sycamore Woods").

WHEREAS, Developer desires to establish a general plan for the development of Sycamore Woods and to establish restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Sycamore Woods which will make said lots more attractive for residential purpose and will protect present and future owners of said lots in the enjoyment of their uses for residential purposes.

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 does for itself and its successors and assigns, hereby declare, covenant and stipulate that Lots numbers one (1) through twenty-two (22) and the storm retention area and roadway and utility easement as shown on the recorded plat of Sycamore Woods, a Subdivision in the Township of Springfield, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:
ARTICLE I
Use of Land

1. Lots numbers one (1) through twenty-two (22) shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling, a private garage of not less than two (2) car capacity which shall be made an integral part of the residential dwelling, detached storage shed provided same is compatible with residential building materials, placed within the width of the structure (not in any one corner except on cul-de-sac lot, which will first be approved by developers in writing), color of which shall first have been approved as provided under Article II hereof. Such residential dwelling shall be used and occupied solely and exclusively for private residence purpose by a single family and such family’s servants.

2. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonable disturbing activity shall be carried on upon any part of Sycamore Woods, nor shall anything be done thereon which may be or become an annoyance or nuisance in Sycamore Woods.

3. No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for a lawn sprinkler system or for a geothermal heating system which shall first have been approved as provided under Article II hereof.

4. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily
or permanently, in Sycamore Woods. No dwelling erected in Sycamore Woods shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore as provided under Article II hereof.

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

6. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or materials; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within twelve (12) months of the date of the beginning of the construction thereof. No sod, dirt, trees, or gravel other than that incidental to construction of approved structure, shall be removed from said lots without the written approval of the Developer, or its successors or assigns.

7. Other than 2 dogs, 2 house cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Sycamore Woods.

8. 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. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be
established by the Springfield Township Zoning Board or its Trustees or its successors and assigns.

9. No signs, except for the advertising of sale of a lot or house, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of the Developer, or its successors and assigns, and the Developer, or its successors and assigns shall have the right, and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs. The Developer reserves the right to erect a small structure or sign on any unsold units.

10. All electric house services shall be underground.

11. No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or the rear line or lines than the building setback line or lines shown on the recorded plat of Sycamore Woods. The foregoing provisions of this Item 11 shall be subject to the provisions of Article V, Item 9 hereof.

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Sycamore Woods shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II
hereof for the purpose of beautifying said lot, but shall be construed to prohibit
the planting or maintaining of vegetables and grains thereon.

13. No trash burner, outdoor fireplace, or other device expelling ash or smoke shall be
placed within twenty (20) feet or any adjoining lot line.

14. Notwithstanding any other provision contained in this Declaration of Restrictions,
the Developer shall not be prohibited from the construction and use of
construction and / or sales office(s) and model home(s) on one or more lots in
Sycamore Woods.

15. No two (2) garages can be placed side-by-side and the Developer will choose
which side the garage will be placed.

16. The minimum square footage requirement for each living unit in Sycamore
Woods shall be one thousand one hundred (1,100) square feet of living space,
exclusive of any basement, porches, or garages.

17. All structures erected and maintained on a lot in Sycamore Woods shall be
constructed by Ridge Stone Builders & Developers, Ltd. or its assigns and shall
be constructed with new, adequate and generally accepted building materials,
provided that used brick may be utilized if the quality is good and it is approved
in advance by the Developer. No material other than stone, brick, stucco, vinyl
siding, inner seal siding or cedar (except for exterior foundation walls) may be
used on the exterior of any structure.

18. Fireplace chimneys can be direct vent or have a flue chase and shall be trimmed
in which ever material is used on the main structure, provided however, a stone,
brick or masonry chimney is approved.
19. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot in Sycamore Woods.

20. Until such time as the Association is formed as provided herein, the Developer shall maintain the entrance, the storm retention area and utility easement servicing the lots. Except as otherwise provided below, the owner of each lot subject to this Declaration of Restrictions shall reimburse the Developer for the expenses of such maintenance and repair in an amount equal to such lot owner’s proportionate share of the development, as set forth in paragraph 21 of Article I hereof.

21. Until such time as the formation of the Association, each owner of a lot that is subject to this Declaration of Restrictions shall be responsible for the following proportion of the expenses incurred by the Developer for the maintenance and repair of the entrance, storm retention area and utility easement.

Lights, water, cutting, fertilization, insurance, maintenance and utilities shall be $6,000.00 per year / 22 lots = $272.00 per year.

Upon formation of the Association entrance, storm retention area and utility easement, the owner of each lot would then be required to reimburse the Developer for expenses as set forth above and shall be responsible for the costs and expenses incurred by the Association and shall have voting rights in the Association in accordance with the applicable percentage interests as set forth in this Section 21 (One (1) vote per single-family home).
ARTICLE II
Approval of Plans

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements including, but not limited to, basements, swimming pools (no above ground pools allowed), tennis courts, permanent basketball poles and backboards (no portable backboards may be used), fences (no chain link fences, no privacy fences, and no fences allowed to be placed on any said lot nearer to the street than the front corners of the housing structure), walls, bridges, antennas (no external antennas, however, small satellite dishes are approved, but can not be placed in the front or side yards), dens, driveways, hedges, and other enclosures must be submitted for examination and approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finish grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such
assignment or relinquishment will become effective from and after the time a
written instrument evidencing the fact of such assignment or relinquishment,
signed by the Developer or by its successors and assigns is filed for record with
the Lucas County, Ohio, Recorder.

2. In requiring the submission of detailed plans and specifications as herein set forth,
Developer has in mind the development of Sycamore Woods as an architecturally
harmonious, artistic and desirable residential subdivision. In approving or
withholding its approval of any detailed plans and specifications so submitted, the
Architectural Control Committee may consider the appropriateness of the
improvement contemplated with relation to improvements on contiguous or
adjacent lots, its artistic and architectural merits, its adaptability to the lot on
which it is proposed to be constructed and such other matters as may be deemed
to be in the interest and benefit of the owners of lots in Sycamore Woods as a
whole. Any determination made by the said Architectural Control Committee, in
good faith, shall be binding on all parties in interest.

3. The Developer, acting as the Architectural Control Committee, reserves the sole
and exclusive right to establish grades and slopes of lots and to fix and grade at
which any building or structure shall hereafter be erected or placed thereon, so
that the same may conform to a general plan for the development and use of
Sycamore Woods.

4. In all instances where plans and specifications are required to be submitted to and
approved by Architectural Control Committee if, subsequent to receiving such
approval, there shall be any variance from the approved plans and specifications
in the actual construction of location of the approved improvements without the
written consent of the Architectural Control Committee such variance shall be
deemed a violation of these restrictions.

5. Developer shall retain control of the Architectural Control Committee until such
time as all structures have been completed on all lots in Sycamore Woods, at
which time Developer shall assign such rights and duties to the Association.

ARTICLE III
Easements

The 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, and "communication" for any anticipated future developments for high speed
internet communication, including underground facilities, and for drainage and sewers
on, over, below, or under all of the areas designated as "Roadway and Utility
Easement(s)," or with words or similar import, on the plat of Sycamore Woods and along
and upon all roadways now existing or hereafter established and abutting all the lots in
Sycamore Woods. The Developer also reserves to itself, and to its successors and
assigns, the right to go upon or permit any public or quasi-public utility to go upon the
lots in Sycamore Woods from time to time to install, maintain and remove such
equipment, and to trim trees and shrubbery which may interfere with the successful and
convenient operation of such equipment. The Developer also reserves to itself, and to its
successors and assigns, the exclusive right to grant an easement over any lots one (1)
through twenty-two (22). No structures, planting of any trees or shrubbery, or any part
thereof, shall be erected or maintained over or upon any part of the areas designated as
"Roadway, Storm Water and Utility Easements", or with words of similar import, upon
the plat of Sycamore Woods. The term "structures" as used in the foregoing portion of
this paragraph shall include those structures in the nature of houses, garages, other
buildings and swimming pools, but shall not include lot improvements such as driveways
and fences. No owner of any lot in Sycamore Woods shall have the right to reserve or
grant any easement or rights of way upon or over any of the lots, without the prior written
consent of the Developer, its successors and assigns. The rights granted to the Developer
in this Article III remain in the Developer until such time as all structures have been
completed on all lots in Sycamore Woods.

ARTICLE IV
Duration of Restriction, Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon
the Developer and all person claiming under or through the Developer until the
first day of January, 2030, at which time these covenants and restrictions shall be
automatically extended for successive periods of ten (10) years.

2. These covenants and restrictions may be amended prior to January 1, 2030, with
the written approval of the then owners of not less than two-thirds (2/3) of the lots
in Sycamore Woods, which amendment shall become effective from and after the
filing with the Recorder of Lucas County, Ohio, of an instrument stating the
amendment and signed by all approving lot owners with the formalities required
by law.
ARTICLE V
Enforcement of Restrictions, Other Matters

1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee or any person or persons owning any lot in Sycamore Woods may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damage for such violation or attempted violation.

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

3. All transfers and conveyances of each and every lot in Sycamore Woods shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Sycamore Woods or to the Developer to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.
5. The rights, privileges and powers granted by this Declaration of Restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

6. Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

7. No owner of any lot in Sycamore Woods shall subdivide the same or convey less than the whole or any lot without first obtaining the written consent of Developer, its successors or assigns.

8. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provision hereof, no matter how many violations or breaches may occur.

9. Each lot owner, by acceptance of a deed to a lot or any split thereof in Sycamore Woods agrees to consent and shall be deemed to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Sycamore Woods, or the yard requirements stated herein or of any other provision of these restrictions and restrictions would work a hardship, Developer may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right
to modify these reservations and restrictions by reason of the fact that it may be
the owner and/or builder for whose benefit such modifications is granted.

10. In the event of a material change in conditions or circumstances from those
existing at the time these restrictions are adopted which would cause the
enforcement of these restrictions to become a hardship upon any of the owners of
lots in Sycamore Woods, or which would cause such restrictions to cease being
beneficial to the owners of such lots, Developer, its successors and assigns, after
giving written notice given by mail to the fee owners of all lots in Sycamore
Woods, and after receiving the written approval of the holder of record fee title to
seventy-five percent (75%) or more lots in Sycamore Woods, including the
aggregate total of any prior or future recorded plats of Sycamore Woods, may
modify these restrictions so as to remove the hardship, or make the restrictions
such as to be beneficial to all lot owners. The provisions of this Item 10 shall not
be construed as a limitation upon the right of Developer to modify the provisions
of this Declaration of Restrictions as provided in Item 9 this Article V.

11. Wherever used herein, the term “structure” shall mean and refer to any thing or
device (other than trees, shrubbery which is less than two (2) feet high if in the
form of a hedge, and landscaping), the placement of which upon any lot may
affect the appearance of such lot, including by way of illustration and not
limitation, any building garage, porch, shed, greenhouse or bathhouse, coop or
cage, covered or uncovered patio, swimming pool, clothesline, radio nor
television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in
height, signboard or any temporary or permanent living quarters (including any
house trailer) or any other temporary or permanent improvement to such lot.

“Structure” shall also mean and refer to (i) any excavation, fill, ditch, pond, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any lot, or which affects or alters the flow of water in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot more than six (6) inches from that existing at the time of purchase by an owner.

ARTICLE VI
Homeowners Association

1. Upon the sale of the last lot in Sycamore Woods, or at such earlier time as the Developer shall elect, the Developer shall cause to be formed the Sycamore Woods Homeowners Association, each lot owner shall automatically become a member and be entitled to all the rights and privileges of such membership subject to the duties and obligations thereto as set forth herein and in the Articles of Incorporation and Code of Regulations. At the time of the formation of the Association, Developer shall convey to the Association all of its right, title and interest in the entrance, storm retention pond and utility easement. Upon such conveyance, the Association shall assume the responsibility for the maintenance and repair of the entrance, storm retention area and all utility easements. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

2. All lot owners, at all times, shall have the non-exclusive right and easement to use the roadway and utilities easement shown on the plat of Sycamore Woods. Lot
owners shall not restrict, interfere with or obstruct the use thereof by other lot
owners and their respective families, guests, invitees and servants.

Membership

3. Every owner of a lot in Sycamore Woods shall be a member of the Association.
   Membership shall be appurtenant to and may not be separated from ownership of
   any lot in Sycamore Woods.

4. Members of the Association shall be entitled to voting rights equal to such
   owner's proportionate share of the expenses of the development as set forth in
   paragraph 21 of Article I hereof (4.54%). When more than one person holds an
   interest in any lot, all such persons shall be members. The vote for such lot shall
   be exercised as the various owners among themselves determine, but in no event
   shall more than the proportionate vote attributable to a Lot be cast with respect to
   any lot (one vote per Lot).

5. The members shall exercise ultimate control over the affairs of the Association
   through Board of Trustees and such officers as the Board of Trustees may
   appoint, subject to law and to such regulations as the membership may adopt or
   ratify.
General Authorization
Purposes of Association

6. The association is hereby authorized to perform such acts and functions as are generally authorized by law to be performed by non-profit corporations and as are consistent with the purpose of the Association.

7. The purpose of the Association shall be as follows: (a) to represent the owners property in Sycamore Woods before governmental units, agencies, offices and employees; (b) to promote and assist in maintaining the attractiveness, value and residential character of lots in Sycamore Woods through enforcement of the restrictions on the use, improvement and enjoyment of those lots which are or may be set forth in this Declaration of Restrictions; (c) to promote and maintain high standards of community and neighborhood fellowship among the owners of property in Sycamore Woods; (d) to provide a vehicle for social and neighborhood activities in Sycamore Woods on a purely voluntary basis; (e) to promote the common interest of owners or property in Sycamore Woods; (f) to maintain the entrance, storm retention pond and utility easement shown on the plat of Sycamore Woods and to pay any real property taxes and the functions assigned to the Association by this Declaration of Restrictions and by any present or future amendments thereto.

Assessments

8. The undersigned hereby covenant, and each owner of any lot in Sycamore Woods that is subject to this Declaration of Restrictions, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to
covenant and agree to pay reasonable and lawful assessments to the Association as set by the Board of Trustees thereof. Assessments, together with interest, shall be a charge on the land and shall be a continuing lien on the property against which such assessment is made after the same have become due and payable. Said lien shall be evidence by a certificate therefore, subscribed by the President of the Association, and said certificate shall be filed with the Recorder of Lucas County, Ohio pursuant to an in accordance with the bylaws and/or regulations of the Association. Such certificate shall contain a written description of the lot, the name or names or the record owner or record owners thereof and the amount of such unpaid portion of the assessment. Each such assessment, together with interest and costs, shall be the personal obligation of the person who was the owner of such property at the time which the assessment fell due. However, said personal obligation shall not pass to any subsequent title holders unless said personal obligation is assumed by said subsequent title holders.

9. The authority of the Association to make assessments may be limited by regulations of the Association.

Signed and acknowledged
In the presence of:

[Signatures]

Albon Group, LLC

By: [Signature]
Brian J. Gruber

By: [Signature]
Matt J. Gruber

By: [Signature]
Margaret Gruber

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STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of ___-___-___, 2004, by Brian Gruber as Managing Member of Aibon Group, LLC, Ltd., an Ohio company on behalf of the corporation.

Notary Public
My Commission Expires:

GREGORY L. CEPEK, Notary Public
State of Ohio
My Commission Expires May 27, 2008

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of ___-___-___, 2004, by Matt Gruber as Member of Aibon Group, LLC, Ltd., an Ohio company on behalf of the corporation.

Notary Public
My Commission Expires:

GREGORY L. CEPEK, Notary Public
State of Ohio
My Commission Expires May 27, 2008

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of ___-___-___, 2004, by Margaret Gruber as Member of Aibon Group, LLC, Ltd., an Ohio company on behalf of the corporation.

Notary Public
My Commission Expires:

GREGORY L. CEPEK, Notary Public
State of Ohio
My Commission Expires May 27, 2008

Mail to:
Ridge Stone Builders & Developers
3102 Steeple Chase Lane
Perrysburg, OH 43551