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Declaration of Restrictions for
SYLVAN RIDGE
A Subdivision in the City of Toledo
Lucas County, Ohio

This DECLARATION OF RESTRICTIONS ("Declaration") adopted by Stanbery Homes, Inc., an Ohio corporation, 2614 Tremainsville Road, Toledo, Ohio 43613, (hereafter called Developer), as of this ______ day of ______, 2000

WHEREAS, Developer is the record owner of all of the lots in the recorded Plat (hereinafter referred to as "Plat") of Sylvan Ridge (hereinafter referred to as "Subdivision") located in the City of Toledo, Lucas County, Ohio, which Plat is recorded in Volume 147, Pages 17 to 20, of the Lucas County, Ohio, Record of Plats, which contains the Real Property described on Exhibit A attached to this Declaration, and

WHEREAS, the Sylvan Ridge Association (hereinafter referred to as "Association"). when formed by Developer, shall be an Ohio non-profit corporation, whose members shall be all the owners of all of the residential, single-family lots (hereinafter referred to as "Owner") in the Subdivision, as well as any and all residential lots, which may be created by Developer by any subsequent plat, or extensions of the Subdivision, and

WHEREAS, the Subdivision, which includes all the single-family lots, namely Lot One (1) through Lot Forty-five (45), is intended to be a first-class, quality residential subdivision in the City of Toledo, 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 hereafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat, except Lot #12, shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions. These restrictions shall be to the extent legally permissible, supersede any and all other restrictions hereinafter enforced on said property by any other instrument.

ARTICLE I - USE OF LAND

Section 1.1 - Residential Lots. All of the lots, located and shown on the Plat [with the exception of Lot Forty-two (42), as the same may be hereafter combined and or subdivided, shall be hereafter also sometimes referred to hereon as "Lot," "lots," "residential lots," or "residential Lot." No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence (hereinafter referred to as "Residence") ("Residence," "structure," "building" and "dwelling" may be used interchangeably hereafter) each shall have a private entrance as well as a private attached garage of not less than two (2) car capacity, and each shall be approved by Developer as provided under Article II hereof.

Section 1.2 - Lot Use and Occupancy. The construction of one (1) single-family residence on more than one residential lot shall be permitted. However, not more than one single-family residence shall 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 Developer. Each Lot shall be used for one (1) single-family structure only, and occupied solely and exclusively as a private residence by a single family, including their family servants. Not more than one single family shall occupy a Residence.

Section 1.3 - Grade. Developer reserves the sole and exclusive right to establish grades and slopes on any lot and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Subdivision.
Section 1.4 - Sidewalks. Each Residence must have sidewalks constructed as prescribed by the City of Toledo, Ohio Engineer. Each Owner shall, at his own expense, construct such sidewalks across the frontage of his Lot at the time of the construction of a dwelling unit on such Lot, or within two years of taking title to said Lot. Such sidewalks shall be constructed in accordance with the construction specifications and location requirements of the City of Toledo. Upon the failure of an Owner to construct sidewalks as provided herein, Developer or the appropriate governmental entity shall have the right to enter upon the Lot in question and to construct such sidewalks or cause the same to be constructed at the expense of the Owner. In such event, the costs of construction of such sidewalks shall be and become a lien against the Lot on which the sidewalks have been constructed from the date of perfection thereof as hereafter provided. If the costs of construction of such sidewalks shall not be paid immediately upon demand therefore, such lien may be foreclosed by an action brought by Developer or the appropriate governmental entity, as in the case of foreclosure of liens against real estate. The holder of any such lien may perfect such lien against third parties by filing an affidavit stating the facts giving rise to the lien with the Recorder of Lucas County, Ohio.

Section 1.5 - Additional Plots. The Developer is the owner of the real property adjacent or contiguous to the property described in Exhibit A. In the event Developer undertakes a subsequent plat or plats, Developer reserves the right to establish restrictions upon the manner of use, improvement, and enjoyment of the lands in any subsequent plat. The future restrictions will be similar in all respects to the restrictions of this Declaration which will make the lands adjacent or contiguous to the property described on Exhibit A attractive for residential purposes and consistent with the real property described on Exhibit A. Developer reserves the right to extend the benefits and burdens created by this Declaration to such adjacent and contiguous real property, and Developer may extend such reservations and rights by filing additional plats together with supplemental declarations of restrictions subjecting subsequent plats to this Declaration.

ARTICLE II - ARCHITECTURAL CONTROL

Section 2.1 - Architectural Control Committee. An Architectural Control Committee (hereinafter referred to as the "Committee") consisting of three (3) individuals is hereby established. The initial members of the Committee shall be appointed by Developer, and may be replaced by Developer from time to time. The Committee shall continue to be appointed by Developer until such time as the right to appoint the members of the Committee shall be assigned in writing to the Association by Developer.

Section 2.2 - Scope of the Review. No structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon any Lot unless or until the plans and specifications thereof shall have been approved in writing by the Committee, its successors or assigns, and three (3) true copies of such plans, specification and details shall have been lodged permanently with the Committee. No structure except such as conforms to said plans and specifications shall be erected, reconstructed, placed or suffered to remain upon said Lot. The scope of the Committee's inquiry and review shall be broad. In making its review of any proposed plans and specifications the Committee shall consider all of the following items:

1. Standards and guidelines for the design of structures including, but not limited to:
   1.1 Placement
   1.2 Building heights, area and volume
   1.3 Maximum number of stories
   1.4 Minimum lot size
   1.5 Minimum frontage
   1.6 Setbacks
   1.7 Building materials
   1.8 Roof materials

2. Site Planning
   2.1 Site layout
   2.2 Site design
   2.3 Site improvements

3. Architectural Design
   3.1 Exterior design
   3.2 Interior design
   3.3 Historic preservation

4. Engineering
   4.1 Structural engineering
   4.2 Mechanical engineering
   4.3 Electrical engineering

5. Landscaping
   5.1 Landscape design
   5.2 Plant materials
   5.3 Site features

6. Utilities
   6.1 Water supply
   6.2 Sewerage
   6.3 Electrical service

7. Accessibility
   7.1 Wheelchair accessibility
   7.2 Handicap accessibility

8. Signage
   8.1 Site signage
   8.2 Building signage

9. Parking
   9.1 Parking requirements
   9.2 Parking design

10. Security
    10.1 Entrance design
    10.2 Gate design

11. Easements
    11.1 Easement design
    11.2 Easement restrictions

12. Utilities
    12.1 Utility design
    12.2 Utility requirements

The Committee shall have the right to require such additional information and data as it may deem necessary to fully understand the proposed project and to make a proper determination of its conformity with the requirements of this Declaration.
B. Standards and guidelines for open space and public and private ways including, but not limited to:
   1. Set-back requirements
   2. Front, rear and side yard requirements
   3. Open space
   4. Landscaping
   5. Topography
   6. Tree lines and placement
   7. Other vegetation elements and focuses
   8. Locations for screening and sounding
   9. Type and design of screening and fencing
   10. Lighting placement
   11. View easements
   12. Size and location of parking areas
   13. Driveways
   14. Means of ingress and egress
   15. Site plans.

C. Standards for harmony, including but not limited to:
   1. Whether there will be a conformity and harmony of external design and general quality
      with the existing standards of the neighborhood and adjacent property.
   2. The suitability of the proposed structure and of the materials of which it is to be built to
      the surrounding Lots,
   3. The effect of the proposed structure on adjacent and neighboring properties.
   4. The effect of the building or structure, as planned, on the outlook from the adjacent
      neighboring property.

The Committee shall furnish Owners or prospective lot owners with sufficient detail regarding
the items set out above, which will be considered in approving or disapproving any plan for the erection
of improvements on all or any part of the subject Lots. This detailed information shall be in the form of
written guidelines. If, in the opinion of Committee, by reason of the shape, dimensions or topography of
any Lot, or by reason of the type of Residence to be erected thereon, or for any other reason, satisfactory
to it, the enforcement of the provisions of this Declaration would work a hardship, Committee may
modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in
its judgment, do material damage to any abutting or adjacent Lot Owner.

Section 2.3. - Requirements for Review. In order to secure the review of the plans and
specifications for a structure by the Committee, the Lot Owner seeking such approval shall submit to the
Committee three (3) true copies of each of the following:

(a) Construction plans and specifications of the proposed structure, which shall set forth, at a
minimum, details as to the materials to be used, exterior design, exterior color scheme, and
any other details necessary to demonstrate that the proposed structure will be architecturally
harmonious with the other structures built or to be built in the Plat.

(b) Plot plan, drawn to scale, showing the location of all structures on the Lot, both existing and
proposed.

(c) Certification of a surveyor registered in the State of Ohio stating that the topography and
finish grade of the proposed structure(s) shown on the plot plan noted in (b) above are in
accordance with all requirements of the City of Toledo and or the Lucas County Engineer as
appropriate.

(d) A complete landscaping plan for the Lot.
Section 2.4 - Garages and additions. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any Lot unless the garage or addition is for the exclusive use of the family occupying the Residence located on such Lot and the servants thereof. Any such garage shall be made an integral part of said Residence. Such garage or addition shall not be constructed until the size, location, type, style of architecture, use, the materials of construction, the color scheme, the grade elevation and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by the Committee. Three (3) true copies of said plans, specifications and details of said garage, or addition shall be lodged permanently with the Committee. No garage, or addition, except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said Lot. Such garage or addition shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions made applicable at any point hereafter to said Residence.

Section 2.5 - Building guidelines.

a. Size. All Residences shall conform to the following minimum requirements for square footage of living area. Living area shall be defined to include all heated, livable floor space and including unfinished basements or garages
   (1) Single family dwellings shall be a minimum 1,800 square feet of living area.
   (2) Two story homes shall be a minimum 2,000 square feet of living area.

b. Front elevation materials. Materials used on the front elevation of all Residences must be a minimum of 50% brick, stone, dryvit, wood or equal material.

c. Roof pitch. Each residence shall have a roof pitch, which averages 8/12 or greater.

d. Manufactured housing. No manufactured housing shall be permitted.

Section 2.6 - Out-structures. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon any Lot.

a. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain upon any Lot except the following:
   These satellite dishes not exceeding 21" in diameter, and located on the residence itself or other location approved by the Committee, but in either event in a location not visible from the street, and with colors and other specifications as are approved by the Committee in writing.

b. No basketball courts shall be placed upon any Lot and no basketball rims or backboards shall be placed upon any Lot or affixed to or placed upon any part of any structure without the express, written approval of the Committee. In all cases wherein approval is granted, the location must not be visible from the street, and must conform to the requirements and specifications as are approved.

Section 2.7 - Time limits on construction. The construction of a Residence on a Lot shall begin within one (1) year after the initial sale of the Lot from Developer, provided if the Lot shall be reacquired by or on behalf of Developer prior to the commencement of such construction, the running of such time period shall be tolled, and any subsequent purchase of such Lot from Developer shall have the one (1) year period in which to commence construction of a Residence. In the event construction has not begun within such one (1) year period as provided herein, Developer may, at its option, repurchase the Lot at an amount equal to the purchase price at which the Lot was purchased from Developer. At its option, Developer may grant an extension of time to said one-year period. Any extensions so granted must be in writing from Developer.
Section 2.3 - Sidewalks and roadways. The location of any and all sidewalks, driveways, walkways, access ways, roadsides, and parking areas within the Plat shall be and remain as established by the Plat, or, if not now established, as shall be determined by the Committee, in writing at the time of the approval of the plans and specifications for said Residence. No sidewalk, driveway, walkway, access way, roadway or parking area shall be located, relocated or suffered to remain within the Plat except as located on the Plat or as determined in writing by the Committee. Three (3) copies of complete specifications for construction of sidewalks, driveways, walkways, access ways, roadways and parking areas shall be submitted to the Committee, and its approval thereof endorsed therein in writing.

Section 2.9 - Yard. No portion of any Lot between the Lot lines and the front, side and rear setback lines for each Lot, as shown on the Plat, shall 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 any approved sidewalks, driveway, walkway, decorative wall, access way, or parking area, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purpose of beautifying the premises, provided said use(s) have been approved in writing by the Committee. However, no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere within the Subdivision and no unsightly objects shall be allowed to be placed or suffered to remain anywhere therein. No fence, hedge, wall or enclosure of any kind, for any purposes, shall be erected, placed or suffered to remain upon any Lot unless the express, written consent of the Committee, having been first obtained therefor. Any such fence, hedger, wall or enclosure shall be subject to the terms and conditions of such consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding the foregoing, that portion of each Lot not containing a structure, shall be landscaped in accordance with a landscape plan submitted to and approved by the Committee, and each such area shall thereafter be maintained in accordance with such plan.

Section 2.10 - Lawns. Within six (6) months after a Residence has been completed and occupied on any Lot, the front and side yards of said Lot shall be sodded or hydroseded from the rear building line of the Residence to the street line in the case of interior Lots. In the case of corner Lots, the front yard and side yard shall be sodded or hydroseded from the rear building line of the Residence to the street line, and the side yard facing the street shall be sodded or hydroseded from the side building line to the side street line. In both cases, the balance of the Lot shall, within twelve (12) months, be sodded, hydroseded or sodded.

Section 2.11 - Utilities. All service for any and all utilities including electrical, phone, and cable to each Residence shall be underground.

ARTICLE III - USES AND RESTRICTIONS

Section 3.1 - Other restricted uses. No spirituous, vinous and fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any Lot of Common Areas thereafter referred to as "Common Areas" and defined in Section 3.21 within the Subdivision. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any Lot or Common Areas. The foregoing shall not apply to the use by Developer or its designee of any Lot as a sales office for the sale or lease of Lots and or structures in the Subdivision. No well for gas, water, oil or other substance, whether intended for temporary or permanent purpose, shall at any time be erected, placed or suffered to remain upon any Lot except wells for lawn and landscape watering, unless written approval is first obtained from the Committee and all necessary public authorities. In all such cases the Committee shall first approve the location and other specifications in writing. No Lot may be used in any way or for any purpose, which may endanger the health or unreasonably disturb the quiet of the Owners of any adjoining land.
Section 3.2 - Buffer Areas and Common Areas. The buffer areas shall not be used for any purpose and no materials shall be placed thereon without the written consent of the Committee. “Common Area” shall include land or facilities for the common use and benefit of the owners of the lots in the plat. Common Area shall include, for example, but be not limited to, roadways, drainage areas and facilities, signs, landscape area, recreational facilities, buffer zones or lots, utility facilities, ponds and open areas.

Section 3.3 - Animals and pets. No poultry, fowl, or livestock, shall be kept upon or maintained on any part of the Lots or Common Areas of the Subdivision. Developer or the Association reserves the right to adopt reasonable regulations governing the keeping within any Residence of domestic dogs, cats or other household pets, calculated so as not to become a nuisance to the Owners or inhabitants of the Subdivision. No animal of any sort may be kept, bred, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance including but not limited to behaviors such as viciousness, aggressiveness, excessive barking, or littering, shall be subject to permanent removal from the Residence. Pit bulls and other vicious animals are strictly prohibited. All Owners shall comply with all lease laws. Without limiting any of the foregoing no animal shall be permitted outside of said Residence except when it is properly leashed, carried or restrained. Owners shall clean up and remove any solid waste deposited by any pet on any land outside said Owner’s Lot.

Section 3.4 - Vehicles. No boat, boat trailer, house trailer, motor home, mobile home, motorcycle or truck, of any type (except pick-up trucks not exceeding one (1) ton and window panel vans not exceeding one (1) ton, so-called) shall be parked, kept or stored on any portion of the Subdivision unless completely within a closed garage. Temporary parking of the aforementioned vehicles shall be for no more than 36 hours, and only on paved driveways. All other vehicles shall be stored or parked only on paved driveways or in garages.

Section 3.5 - Trash. All rubbish, garbage and debris, combustible and non-combustible, shall be stored in underground containers or stored and maintained in containers, entirely within the garage of a Residence. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may be established, from time to time, by Developer or the Association.

Section 3.6 - Pools. No aboveground swimming pool shall be constructed, reconstructed, or allowed or suffered to remain upon any Lot.

Section 3.7 - Signs. No sign, billboard or other advertising devise, whether for the purpose of advertising the sale of a Lot or a Residence or otherwise, shall be erected, placed or suffered to remain upon any Lot or any portion of the Common Areas, or upon or visible from the outside of any Residence without the prior written consent of Developer or Association. Notwithstanding the foregoing:

(a) A standard real estate sign, not to exceed six (6) square feet in area, and advertising the Lot or Residence “For Sale” or “For Rent” shall be permitted, and
(b) The right is hereby reserved to Developer to erect and maintain signs on any unsold Lot or upon the Public areas adjacent to the entrance to the Plat.

Section 3.8 - Mailboxes. Each Lot shall be equipped with a “rustic cedar” (so-called) mailbox approved by the United States Postal Service, which mailbox shall be installed at such time as a Residence has been completed on such Lot. The maintenance, repair and replacement of each such mailbox shall be the sole responsibility of the Owner of the Lot serviced by such mailbox. Each such mailbox shall be maintained in good condition, consistent with the original design of the mailbox. Any replacements for a mailbox shall be of the same design and quality as the original mailbox for such Lot.
Section 3.9 - Fences. No privacy fences shall be allowed on any side lot line. At rear lot lines, the only type of privacy fence allowed shall be the "shadow box" (so-called) fence. In all cases no fencing shall be erected, placed or suffered to remain upon any Lot without the prior written consent of the Committee, and must conform to the requirements and specifications as are approved by the Committee.

Section 3.10 - Misc. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any Lot or Common Areas. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any porch, patio or balcony. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays before ten o'clock a.m.

Section 3.11 - Agency rights. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer and/or the Committee, any such approval, designation, determination, modification, consent or any other such action made by any attorney or agent, authorized to sign deeds on behalf of the Developer and/or the Committee, as then recorded in the records of Lucas County, Ohio, shall be deemed sufficient.

Section 3.12 - Adoption of other rules. Developer and/or the Committee and/or Association may, as it deems advisable, adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of the Plat and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in the Plat.

Section 3.13 - Violations. In all instances where plans and specifications are required to be submitted to and are approved by the Committee, if subsequent thereto there shall be any variance in the actual construction and location of any structure or addition thereto, any such variance shall be deemed a violation of this Declaration.

Section 3.14 - Rights to remedy violations. Developer, or the Committee or the Association, reserve and are 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 said violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and/or the Association and/or the Committee. Developer and/or the Committee and/or the Association shall not, by reason thereof, be deemed guilty of any manner of trespass, nor shall be liable for any costs incurred in connection with Developer's and/or the Committee's and/or the Association's cure, abatement or removal of such violation. Any failure to so reimburse Developer and/or the Committee and/or the Association shall give Developer and/or the Committee and/or the Association the right to place a lien as set forth in this Article, upon such defaulting Owner's Lot for such amounts. A failure of Developer or the Committee or the Association 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 thereof, nor an acquiescence in, or consent to any continuing, further or succeeding breach or violation thereof. Developer and/or the Committee and/or the Association shall at any time and all times have the right to enforce the same.
ARTICLE IV- HOMEOWNERS ASSOCIATION

Section 4.1 - The Sylvan Ridge Association. The Developer shall cause the Association to be incorporated as a not-for-profit corporation named "Sylvan Ridge Association, Inc." under the laws of the State of Ohio. The Owners of the Lots, number one (1) through number forty-one (41) in the Plat, and all persons who hereafter acquire title to such lots shall be members of the Association; in the event that subsequent plats or extensions are recorded in the real property adjacent or contiguous to Sylvan Ridge by Developer, the Developer, may at its discretion, include such residential lot owners in the Association. The Developer shall be a member of the Association until such time as title to all the aforementioned lots in the Subdivision and any such subsequent plats or extensions have been transferred from Developer to new Owners.

Section 4.2 - Initial Fee. Upon the initial sale of any lot in the Plat by the Developer, an initial fee of One Hundred Dollars ($100.00) shall be paid to the Developer for working capital to pay common expenses of the Common Areas, including but not limited, to lawn care, sign maintenance and entrance upkeep. Upon the request of any Owner, the Secretary or President of Association, or Developer, as the case may be, shall certify the payment status of any assessments on any Lot, in writing.

Section 4.3 - Maintenance Charges. Each and every lot in the Plat shall be subject to an annual assessment in an amount established by the Association. The Association shall have a lien perpetually upon lots in the Plat to secure the payment of said annual assessment. It shall be at the discretion of the Association to determine the schedule for collecting said annual fees. Notwithstanding said provision, until the Association is formed, the Developer shall also have such assessment and lien rights as specified in this Article. This fee shall be over and above the purchase price of the lot.

Section 4.4 - Liens. In default of the payment of such maintenance charges, a "Notice of Lien" in substantially the following form may be filed and recorded to the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that Sylvan Ridge Association, Inc. claims a lien for unpaid assessments for the period ____________, in the amount of $__________ against the following described premises:

[Insert legal description]

SYLVAN RIDGE ASSOCIATION, INC

By ________________________________

President

STATE OF OHIO, COUNTY OF LUCAS ss.

The foregoing instrument was acknowledged before me this ________ day of _________, 20_____, by ______________________________, President of Sylvan Ridge Association Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

0 1140D09
Section 4.5 - Collections and Costs. In the event any of said assessments are not paid when due, the Association 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, or otherwise, and in such event, shall also be entitled to recover and have and enforce against each Lot a lien for its costs and expenses in that behalf, including attorney fees. No Owner may waive or otherwise escape liability for the assessments provided for herein, by non-use of the Public Areas or any facilities located thereon or by abandonment of his Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, provided, however, that the sale or transfer of any 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 assessments shall be levied against all Lots in the Subdivision 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 the Subdivision, including the maintenance of entrance areas, buffer lots and zones, ponding areas, drainage areas, other common areas, and the management and enforcement of the Association's rights and duties under or within this Declaration of Restrictions.

Section 4.6 - Assignment to Association. Developer reserves the right to assign or delegate to the Association by an instrument in writing any or all of the powers, rights, duties and duties of Developer under this Declaration, including but not limited to, the right to select members of the Architectural Control Committee and the right to remedy violations pursuant to Section 3.11. The assignment shall be recorded with the Recorder of Lucas County, Ohio. No rights and responsibilities granted to the Association in these Restrictions shall be effective until such assignment by Developer.

Section 4.7 - Expansion Rights. The Developer anticipates that additional lots created through the preparation and filing of additional plats consisting of the adjacent or contiguous real property owned or acquired by Developer, may be recorded by Developer. Developer therefore expressly reserves the right, power and option to amend this Declaration and to file additional plats and expand the Association so as to include residential lots which eventually become part of the contiguous or adjacent real property as if said lots and plats had become part of Sylvan Ridge from the execution and recording of this plat.

ARTICLE V - EASEMENTS

Section 5.1 - Reservation of Easements. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant easements, 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 Subdivision, over, below or under all of the area designated as "Utility Easements", or with words of similar import, on the Plat, now existing or hereafter established and abuting all the Lots in the Plat. Such right exists regardless of whether such easements are for the installation of utilities to serve the current Plat of the Subdivision or to serve other adjacent or contiguous real property, whether or not such adjacent or contiguous real property is then subject to this Declaration. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the Lots from time to time to install, maintain and remove such utility, lines and to trim trees and shrubbery, which may interfere with the successful and safe operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of any areas designated as "Easements", or with words of similar import, upon the Plat. The term "structures" as used in the
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The foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include Lot improvements such as driveways, paved parking areas, and fences. No Owner of any Lot shall have the right to reserve or grant any easements or rights-of-way upon or over any of the Lots without the prior written consent of Developer, its successors and assigns. The rights reserved to Developer in this Section 5.1 shall survive the transfer of the Developer's ownership at the time of title transfer. The rights granted to Developer in this Article V, Section 5.1 shall remain exclusively vested in Developer notwithstanding any assignment by Developer to the Association of Developer's rights, privileges and powers as provided in Article IV, hereof. At such time as Developer may designate in a written assignment, the rights granted to the Developer in this Article V, Section 5.1 shall be assigned to the Association.

Section 5.2 - Non-exclusive easements. Developer further reserves to itself, its successors and assigns, a perpetual non-exclusive easement in, through, over, upon and across the Common Areas and those areas now or hereafter designated as driveways, sidewalks, access ways, parking areas or private roadways, together with the necessary or proper incidents and appurtenances, to be used by Developer, its employees, invitees, guests, agents, customers, tenants, lessees, successors and assigns, for purpose of uninterrupted ingress and egress, by pedestrian travel and travel by vehicles of any kind and further reserves the right to grant perpetual non-exclusive rights and easements to third parties to so use such areas.

Section 5.3 - Conservation Easement. A conservation easement recorded with the Plat and located at the rear of lots number twenty-four (24), number twenty-five (25), and number twenty-six (26) has been established to preserve a thirty-five (35) foot buffer zone from areas designated as wetlands. This easement, which varies in width depending upon the designation of wetland areas, is to be preserved in its entirety. This area shall not be impacted in any way by any activities including, but not limited to, the construction of buildings, roads, land clearing, filling, excavating, dredging, removing topsoil or plantings. The restriction on this conservation easement shall run with the land, in perpetuity.

Section 5.4 - Detention and Drainage Easements. It shall be the responsibility of the Association to maintain any areas within the Plat designated as “Detention” areas or easements. The areas at the rear or side Lot lines designated as “Drainage” easements are the responsibility of the respective Lot Owners. These areas are to be maintained so as to not impede proper drainage throughout the Plat, including but not limited to maintaining the original grade and slope of the area.

Section 5.5 - Rights for Future Easements. The installation within the Subdivision of any utilities, driveways, drainage facilities, sewer facilities, access ways, parking areas, sidewalks, private roadways or similar improvements shall be deemed to create the easements necessary to support such improvements without further acts by Developer, or consent of the Developer, its successors and assigns.

ARTICLE VI - DURATION OF DECLARATION AND AMENDMENTS

Section 6.1 - Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, and all persons claiming under or through Developer or the Association until the first day of March, 2022, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 6.2 - Amendments. These covenants and restrictions may be amended or revoked in a writing signed by Developer. After assignment by Developer to the Association of all rights, duties, powers, and discretions in this Declaration, the Declaration may be amended or revoked with the approval of the then Owners of not less than seventy-five percent (75%) of the Lots in the Plat. Such amendment shall become effective from the date of filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all necessary approving Owners with the formalities required by law.
ARTICLE VII - ENFORCEMENT OF DECLARATION OF RESTRICTIONS

Section 7.1 - Violations Unlawful. Any violations or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or Owner of any 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 to recover damages for such violation or attempted violation.

Section 7.2 - Saving 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. Developer or the Association shall indemnify its respective partners, employees, and agents to the fullest extent permitted by law for any actions taken on behalf of and at the direction of Developer or the Association in the enforcement of these provisions and restrictions including defense of their validity.

Section 7.3 - Transfers Subject to Restrictions. All transfers and conveyances of each and every Lot in the Plat shall be made subject to these restrictions.

Section 7.4 - Notices. Any notice required to be sent to any Owner of any Lot or any part thereof, or to Developer or to the 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 Developer or the Association at such address as appears on the applicable public record.

Section 7.5 - 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, nor how long the violations or breaches may persist.

Section 7.6 - Waiver of Restrictions by Developer. Each Owner, by acceptance of a deed or other instrument of conveyance to a Lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of Developer or the Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the 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 any provision of these restrictions would work a hardship, the Developer or the Committee may, in writing, grant waivers from these restrictions to such Lot so as to permit the making of the proposed improvements.

Section 7.7 - 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 parties have hereunto set their hands to this instrument as of the day and year first above written.

Witnesses:

STANBERY HOMES, INC
an Ohio Corporation

STATE OF OHIO, LCUSAS COUNTY,
2000 by A. Bailey Stanbery
and by Fileen M. Stanbery

as President
as Secretary-Treasurer

of Stanbery Homes, Inc.

Signed, sealed, acknowledged before me the 17th day of April, 2000.

APPROVED & EXECUTED
by:

STATE OF OHIO, LCUSAS COUNTY,
2000 by A. Bailey Stanbery
and by Fileen M. Stanbery

as President
as Secretary-Treasurer

of Stanbery Homes, Inc.

Signed, sealed, acknowledged before me the 17th day of April, 2000.
EXHIBIT A: LEGAL DESCRIPTION

That part of the Southeast 1/4 of Fractional Section 1 and the Northeast 1/4 of Section 12, Town 9 South, Range 6 East, City of Toledo, Lucas County, Ohio bounded and described as follows:

Beginning at a point on the centerline of Alexis Road that is 185.00 feet westerly of the intersection of the West line of WESTLAND FARMS, as recorded in Volume 20 Book of Plats, Page 10, Lucas County, Ohio, as extended southerly, with the centerline of Alexis Road as now located.

thence South 87 degrees 43 minutes 52 seconds West, along said centerline, a distance of 201.19 feet to a point on the extension of a line drawn 30 feet westerly of and parallel with the East line of the East 1/4 of the West 1/4 of the Southeast 1/4 of said Section 1.

thence North 00 degrees 20 minutes 36 seconds East along the said line drawn 30 feet westerly of and parallel with the East line of the West 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 1, through a set concrete monument at 30.68 feet, 340.38 feet to a set concrete monument on a line drawn 340 feet southerly of and parallel with the said centerline of Alexis Road.

thence South 87 degrees 43 minutes 54 seconds West along said line drawn 340 feet northerly of and parallel with the centerline of Alexis Road a distance of 147.54 feet to a set concrete monument on the West line of the East 1/4 of the West 1/4 of the Southeast 1/4 of Section 1.

thence North 00 degrees 31 minutes 54 seconds East along the said West line of the East 1/4 of the West 1/4 of the Southeast 1/4 of Section 1 a distance of 1022.62 feet to a set concrete monument on the North line of the said Southeast 1/4 of the Southeast 1/4 of said Section 1.

thence North 88 degrees 53 minutes 14 seconds East along the said North line of the Southeast 1/4 of the Southeast 1/4 of said Section 1 a distance of 175.96 feet to a set concrete monument on the West line of the East 1/4 of the West 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 1.

thence North 00 degrees 03 minutes 22 seconds East along the said West line of the East 1/4 of the West 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 1 a distance of 578.7 feet to a set concrete monument.

thence South 89 degrees 56 minutes 33 seconds East a distance of 210.60 feet to a set concrete monument.

thence South 00 degrees 03 minutes 22 seconds West a distance of 30.66 feet to a set concrete monument.

thence South 89 degrees 56 minutes 33 seconds East a distance of 185.00 feet to a set concrete monument.

thence South 00 degrees 03 minutes 22 seconds West a distance of 80.00 feet to a set concrete monument.

thence South 89 degrees 56 minutes 33 seconds East a distance of 121.01 feet to a set concrete monument.

thence South 00 degrees 03 minutes 22 seconds West a distance of 340.27 feet to a set concrete monument.

thence South 41 degrees 03 minutes 24 seconds East a distance of 159.61 feet to a set concrete monument on the North line of the Northeast 1/4 of the said Southeast 1/4 of Section 1.

thence South 00 degrees 03 minutes 31 seconds West along the said South line of the Northeast 1/4 of the said Southeast 1/4 of Section 1 a distance of 201.64 feet to a set concrete monument.

thence North 00 degrees 03 minutes 55 seconds East along the said West line of the Northeast 1/4 of the Southeast 1/4 of Section 1 a distance of 340.38 feet to a set concrete monument.

thence South 87 degrees 43 minutes 52 seconds West along the said South line of the West 1/4 of the Southeast 1/4 of Section 1 a distance of 30.68 feet to a set concrete monument on the East line of the West 1/4 of the Southeast 1/4 of said Section 1.

thence North 00 degrees 20 minutes 36 seconds East along the said line drawn 30 feet westerly of and parallel with the East line of the East 1/4 of the West 1/4 of the Southeast 1/4 of Section 1, through a set concrete monument at 30.68 feet, 340.38 feet to a set concrete monument on a line drawn 340 feet southerly of and parallel with the said centerline of Alexis Road.

thence South 87 degrees 43 minutes 54 seconds West along said line drawn 340 feet northerly of and parallel with the centerline of Alexis Road a distance of 147.54 feet to a set concrete monument on the West line of the East 1/4 of the West 1/4 of the Southeast 1/4 of Section 1.

thence North 00 degrees 31 minutes 54 seconds East along the said West line of the East 1/4 of the West 1/4 of the Southeast 1/4 of Section 1 a distance of 1022.62 feet to a set concrete monument on the North line of the said Southeast 1/4 of the Southeast 1/4 of said Section 1.

thence North 88 degrees 53 minutes 14 seconds East along the said North line of the Southeast 1/4 of the Southeast 1/4 of said Section 1 a distance of 175.96 feet to a set concrete monument on the West line of the East 1/4 of the West 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 1.

thence North 00 degrees 03 minutes 22 seconds East along the said West line of the East 1/4 of the West 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 1 a distance of 578.7 feet to a set concrete monument.

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thence South 89 degrees 56 minutes 33 seconds East a distance of 121.01 feet to a set concrete monument.

thence South 00 degrees 03 minutes 22 seconds West a distance of 340.27 feet to a set concrete monument.

thence South 41 degrees 03 minutes 24 seconds East a distance of 159.61 feet to a set concrete monument on the North line of the Northeast 1/4 of the said Southeast 1/4 of Section 1.