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DECLARATION OF RESTRICTIONS FOR
TALMADGE WOODS ESTATES
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

This Declaration of Restrictions is adopted by the CORNERSTONE HOME
BUILDERS, INC., a Michigan corporation, with address at 7276 Jackman Road, Suite B,
Temperance, Michigan 48182 (Developer/Owner).

RECITALS:

A. Cornerstone Home Builders, Inc. is the record Owner and Developer of 13
lots in Talmadge Woods Estates, a Subdivision in the City of Toledo, Lucas County, Ohio, as
recorded at Volume 149, Pages 56-58 of the Lucas County, Ohio Record of Plats.

B. The Owner/Developer desires to establish a general plan for the
development, improvement and use of Talmadge Woods Estates and as an active adult
subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of
Talmadge Woods Estates.

NOW, THEREFORE, in consideration of the enhancement in value of Talmadge
Woods Estates by reason of the adoption of this Declaration and the restrictions hereinafter set
forth, and in furtherance of the approved development plan for Talmadge Woods Estates, the
Developer and its successors and assigns and for the benefit of all future owners of all or any part
of the lots in Talmadge Woods Estates, does hereby declare, covenant and stipulate that all of the
lots in Talmadge Woods Estates shall hereafter be sold, transferred or conveyed subject to the
following restrictions, covenants and conditions, which restrictions, covenants and conditions
shall to the extent legally permissible, supersede any and all other restrictions heretofore
enforced on the property comprising Talmadge Woods Estates by any other instrument.

ARTICLE I
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on Talmadge Woods
Estates as the same may be hereafter combined and/or subdivided shall be hereafter sometimes
referred to herein as "residential lots" or "residential lot". No building, structure or outbuilding
of any kind shall be erected, placed or maintained on any residential lot other than one (1) single-
family residential dwelling, and a private garage of not more than three (3) car capacity which
shall be made an integral part of the residence dwelling. Such residence shall be used and
occupied solely and exclusively for private residence purposes by a single family and such
family's servants.
1.2 Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted. However, not more than one (1) single-family residence shall be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer; and provided further that under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other lot.

1.3 General 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 not to 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 within any part of Talmadge Woods Estates, nor shall anything be done within Talmadge Woods Estates which may be or become an annoyance or nuisance. No use or practice which is an unreasonable source of annoyance to the residents within Talmadge Woods Estates or which shall interfere with the peaceful possession and proper use of Talmadge Woods Estates by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning resolutions and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in Talmadge Woods Estates. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lot except those approved by the Developer. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or materials 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 delivery to such residential lot shall be immediately removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within Talmadge Woods Estates. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.4 Completion of Structures. Residential lot owners shall complete (or cause the completion of) all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior 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 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 Talmadge Woods Estates in accordance with the rules and regulations adopted by the Developer or the Association. Pit bulls and other vicious animals (including but not limited to any dog defined or characterized as vicious by any governmental authority or jurisdiction) are strictly prohibited in Talmadge Woods Estates. All pets must be under the direct control of their owners at all times.
and all owners shall strictly comply with all applicable leash laws. Without limiting any of the
foregoing, no animal owned by (or in the custody of) a residential lot owner or such owner’s
tenants or guests shall be permitted on any of the Common Areas (as defined in Article VI) in
Talmadge Woods Estates except when such animal is leashed or carried by hand and is either in
an area that the Association has specially designated for walking pets or is being walked or
transported directly to or from such area. The Association may order temporarily or permanently
banned from the Common Areas, and/or Talmadge Woods Estates generally, any animal that is
dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking,
littering or otherwise. No animal may be kept outside of a residence unless someone is present
in the residence. Any residential lot owner shall immediately pick up and remove any solid
animal waste deposited by the pet anywhere within Talmadge Woods Estates, except for
designated pet-walk areas, if any.

1.6 Signs. Except for any and all signs of the Developer or its designee
having to do with the marketing and developing of Talmadge Woods Estates and the sale of
residential lots, which are expressly permitted, after initial occupation of a residence, no signs of
any character other than signs of not more than six (6) square feet advertising the sale of the
residential lot on which such sign is located shall be erected, placed, posted or otherwise
displayed on or about any residential lot without the prior written permission of the Developer.
In this regard, the Developer shall have the right to prohibit, restrict and control the size,
construction, material composition, wording, location and height of all such signs and/or to

1.7 Vehicles. Without limiting any of the foregoing, no vehicle other than a
private passenger automobile shall be parked outside any residence for a period of more than
twenty-four (24) hours without prior written consent of the Developer or the Association. No
vehicle shall be parked outside of a residence overnight without the prior written consent of the
Developer or the Association if commercial lettering or signs are painted to or affixed to the
vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck,
recreational vehicle, camper, trailer or other than a private passenger vehicle as specified above.

The foregoing restrictions shall not be deemed to prohibit the temporary parking
of commercial vehicles while making deliveries to or from, or while used in connection with
providing services to Talmadge Woods Estates. All vehicles parked within Talmadge Woods
Estates must be in good condition, and no vehicle which is unlicensed or which cannot operate
on its own power shall remain within Talmadge Woods Estates for more than twenty-four (24)
hours, and no major repair of any vehicle shall be made anywhere within Talmadge Woods
Estates. Motorcycles are not permitted except with the prior written consent of the Developer or
the Association which may be withdrawn at any time, and any permitted motorcycle must be
equipped with appropriate noise muffling equipment so that the operation of the same does not
create an unreasonable annoyance to the residents of Talmadge Woods Estates.

1.8 Maintenance. Each residential lot owner shall maintain the residence and
all improvements on the lot in first-class condition at all times. The exterior of all residences
including, but not limited to roofs, walls, windows, patio areas, screenings and awnings shall be
maintained in first-class condition and repair and in a neat and attractive manner. All exterior
painted areas shall be painted as reasonably necessary, with colors which are harmonious with
other residences in Talmadge Woods Estates, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration shall be permitted. No residential lot owner shall change the exterior color of such owner’s residence without the prior written consent of the Developer or the Association. All sidewalks, driveways and parking areas on a residential lot or serving an owner’s residence shall be cleared and kept free of debris; and cracks, damaged and/or eroding areas on sidewalks, driveways and parking areas shall be removed, repaired, replaced and/or resurfaced.

1.9 Location and Building of Structures. No dwelling shall be erected, reconstructed or placed to remain upon any residential lot nearer the front or street line or lines than the building set back lines as shown on Talmadge Woods Estates, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. These restrictions 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, or any other similar projections of any dwelling.

1.10 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window coverings, and no newspaper, aluminum foil, sheers or other temporary window treatments are permitted anywhere in Talmadge Woods Estates.

1.11 Swimming Pools; Satellite Dishes; Skylights; Etc. No in-ground, above-ground or other swimming pools of any kind shall be permitted, installed or maintained on any residential lot. No shed, enclosure, radio or television antenna, solar panel, satellite dish or other similar transmitting or receiving device, or other such removable property of any kind shall be erected, constructed, placed or suffered to remain on any residential lot; provided, however, that satellite dishes of twenty-four (24) inches or less in diameter shall be permitted with the prior approval of the Developer as to the location of the dish, in accordance with Article II hereof.

1.12 Driveway and Sidewalks. In addition to the specific recitations contained in Talmadge Woods Estates pertaining to the installation of sidewalks, all such sidewalks shall be installed completely through all driveway areas.

The location and design of all driveways, if not now established, shall be determined by Developer at the time of approval of the plans and specifications for any dwelling.

1.13 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any residential lot in Talmadge Woods Estates nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any residential lot shall not be used for any purpose other than that of a lawn; provided, however, that (a) nothing herein contained shall be construed as preventing the use of such portion of any residential lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, or the growing of flowers or ornamental plants, for the purpose of beautifying any residential 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; (b) 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 upon any residential lot, and (c) no original or replacement trees, shrubbery, plants or landscaping shall be placed or located on any residential lot in such location as would hinder or interfere with the Association’s program for mowing of turf grass (pursuant to Section 3.3(a)), and the exact location of the same shall be determined and approved in accordance with Article II hereof.

1.14 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 the general plan for the development and use of Talmadge Woods Estates.

Permanent storm sewer catch basins are located on various residential lots throughout the Plat. Such permanent storm sewer catch basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential lots upon which such catch basins are located.

1.15 Trampolines; Basketball Backboards; Swing Sets. No trampolines, sandboxes, basketball backboards or swing sets of any type or nature shall be placed, erected, used or located on any residence, structure or residential lot in Talmadge Woods Estates.

1.16 Mailbox and/or Paper Delivery. Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any mail and paper delivery box provided, however, that all mailboxes shall in any event be located in accordance with the applicable U.S. Postmaster’s directions. The owner of a residential lot shall maintain the mail box and/or paper delivery box and replace the same when necessary with a mailbox and/or paper delivery box of the exact type, look and quality.

1.17 Lighting. Holiday lighting is encouraged in Talmadge Woods Estates; provided, however, that all such lighting shall be utilized only during the applicable holiday season.

Landscape lighting is permitted in Talmadge Woods Estates; provided, however, that no such lighting shall be directed toward other residences; and provided further, that no landscape lighting shall be installed unless the type, nature and location of the same has been first approved in accordance with Article II hereof.

1.18 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.* However, electric invisible fences shall be permitted (for purposes of containment of pets allowed under Section 1.5) in the rear of residential structures not less than two (2) feet inside the lot line(s) and upon the prior written approval of the Developer under Article II.

*Except the west side of Lot 1 and the east side of Lots 10, 11, 12, and 13.

1.19 Miscellaneous. Except for trailers of the Developer during initial development of Talmadge Woods Estates, 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 Talmadge Woods Estates. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the plans and specifications approved therefor by the Developer as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot, shall be suitably housed within the attached garage (subject at all times to the requirements of Section 1.7). All rubbish, debris and garbage shall be stored within the garage or an underground container. Each residential lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the residential lot in order to be collected may be placed and kept at the front of the residential lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers or cans. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II
ARCHITECTURAL CONTROL;
APPROVAL OF PLANS: EXPANSION

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all dwellings, buildings, landscaping and other improvements and structures (including, but not limited to, the height of all structures, signs, driveways, garages, basements and docks) to be constructed and/or situated and/or planted or installed within Talmadge Woods Estates 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 improvement shall be constructed, situated, planted or installed upon any residential lot and before any addition, change, alteration or replacement may be made to any of the same on a residential lot. The Developer shall approve, reject or approve with modifications all such plans and specifications within thirty (30) days after submission thereof. Failure to so respond within such period shall be deemed to 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, improvement or landscaping, the grading plan for the residential lot building site and the finished grade elevation thereof. All plans and specifications shall be prepared by a competent architect or draftsmen and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured or modular homes or residences shall be constructed within Talmadge Woods Estates, unless the plans and specifications for same have been first approved as provided under this Article II.

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 Talmadge Woods Estates 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 judgment of the Developer, compliment one another and promote the harmony and desirability of Talmadge
Woods Estates 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, structure or landscaping and of the materials of which it is to be built to the residential lot or building site upon which it is to be erected or installed. The Developer will not approve designs which are in conflict with the aesthetic standards of the community.

2.3 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter Talmadge Woods Estates or any lot upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, installation, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop construction on any such lot, and Developer shall not be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or an 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.

2.4 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 any attorney-in-fact authorized on behalf of Developer to sign deeds or to take actions shall be sufficient pursuant to a recorded power of attorney.

2.5 Talmadge Woods Estates Builder. Because of the narrow width and particular nature of the residential lots and the amenities of Talmadge Woods Estates, Developer anticipates that the construction of all homes, residences and other improvements in Talmadge Woods Estates will be performed by Cornerstone Home Builders, Inc. Each and every purchase, grant or transfer of a residential lot in Talmadge Woods Estates, shall be made (and deemed made) subject to the requirement that any home or dwelling on such residential lot shall be constructed by the Cornerstone Home Builders, Inc., or its successors and assigns.

ARTICLE III

TALMADGE WOODS ESTATES HOMEOWNERS' ASSOCIATION

3.1 The Association. The owners of all of the residential lots in Talmadge Woods Estates and all persons who hereafter acquire title to such residential lots are and shall be members of the Talmadge Woods Estates Homeowners' Association (the "Association"). Upon the sale and conveyance by the Developer of all residential lots in the Plat of Talmadge Woods Estates or earlier upon the election of the Developer, from time to time, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association, in whole or in
part, the rights, privileges and powers reserved and retained by the Developer by the terms of this Talmadge Woods Estates Declaration. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to collect and dispose of funds as herein provided and shall have the right to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of Talmadge Woods Estates and the lots in the Plat, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and future plats, if any.

The Members of the Association at any time shall be permitted to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all of the residential lots in Talmadge Woods Estates.

3.2 Voting Rights. Each member of the Association other than Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any residential lot. Where a vote is cast by one (1) or two (2) or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential lot(s) in Talmadge Woods Estates, the Developer shall be deemed to have fifty-one percent (51%) of the votes in the Association.

3.3 Powers, Rights and Functions. The Association shall have the following powers, rights and functions:

(a) To provide a complete program of lawn turf maintenance and snow removal to and for the benefit of all of the residential lots upon which a dwelling or residence has been constructed. Under this program, the Association shall be responsible for the regular mowing of all lawns; however, the Association will not undertake any trimming, maintenance or other work related to trees, bushes, shrubs or other plant or landscaping materials. Under this program, the Association will also cause the removal of snow from all driveways, public sidewalks and entry walks from driveways to homes or dwellings; however, the Association will not have responsibility for snow removal from any patios or other such areas.

(b) To promote and seek to maintain the attractiveness, value and character of the lots in Talmadge Woods Estates through enforcement of the terms, conditions, provisions and restrictions set forth in this Plat Declaration, or in any subsequent declaration(s) encumbering any subsequent plat(s) of Talmadge Woods Estates, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.
(c) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities in Talmadge Woods Estates.

(d) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interest of the residential lot owners.

(e) To collect and dispose of funds as provided in Article IV hereof, and as many be provided in any subsequent declaration(s) encumbering any subsequent plat(s) of Talmadge Woods Estates.

(f) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

(g) To acquire title from the Developer to any Common Areas (as defined in Article VI hereof) of Talmadge Woods Estates, and to insure, manage, maintain, improve and repair the Common Areas.

(h) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of (i) Common Areas, (ii) and any other such areas as the Developer or the Association deems appropriate.

(i) To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 3.3.

(j) Subject to the provisions of this Plat Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Plat Declaration, or in subsequent restrictions and/or on subsequent plat(s) of Talmadge Woods Estates.

(k) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Plat Declaration; and to perform all duties which it may be assigned under this Plat Declaration.
ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Assessments. Each and every residential lot in Talmadge Woods Estates shall be subject to a monthly maintenance assessment in the amount established by the Association. Such assessment shall be on a per lot basis, with payment to be made at the time of taking title to any residential lot (appropriately prorated) and thereafter monthly, quarterly or semi-annually, as determined by the Developer or the Association. The annual assessments shall be determined, levied, and made on a uniform basis, with each residential lot being subject to the same assessments; provided, however, that there shall be no assessment for residential lots owned by the Developer.

The Developer and/or the Association shall have a perpetual lien upon the residential lots in Talmadge Woods Estates to secure the payment of the maintenance assessments. In default of the payment of any such assessment within sixty (60) days of its due date, a “Notice of Lien” in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

“Notice of Lien”

Notice is hereby given that the Talmadge Woods Estates Homeowners’ Association claims a lien for unpaid assessments for the period from ____________ to ____________ in the amount of $__________ against the following described premises:

(Insert Legal Description)

TALMADGE WOODS ESTATES
HOMEOWNERS ASSOCIATION

By: ____________________________
STATE OF OHIO          )
COUNTY OF LUCAS      ) SS:

The foregoing instrument was acknowledged before me
this ______ day of __________, 200 __, by

_________________________ of Talmadge
Woods Estates Homeowners’ Association, a(n)
________________________________________, on behalf of the

________________________________________

Notary Public

4.2 Application of Assessments. The above-described assessments 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 Talmadge Woods Estates, including
all reasonable costs and expenses incurred by the Association in conducting, carrying out,
enforcing, and performing the Association’s powers, rights and functions as set forth in Article
III hereof. The Association shall exercise its discretion and judgment as to the amount of its
funds to be expended in connection with each of the purposes for which its funds are collected,
and its discretion in reference thereto shall be binding upon all interested parties. Upon demand
of any residential lot owner and after payment of a reasonable charge therefor, any officer of the
Association shall promptly issue a certificate setting forth whether all assessments have been
paid for such owner’s residential lot, and if not, the total amount of any unpaid assessments.
Any such certificate stating that all assessments have been paid shall be conclusive evidence of
such payment.

4.3 Enforcement and Collection. In the event that any of said assessments are
not paid when due, Developer or 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 residential lot a lien for its resulting costs and expenses, including attorney fees. No owner
may waive or otherwise escape liability for the annual assessments provided for herein by non-
use of any Common Areas or any facilities located thereon or by abandonment of such owner’s
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 relieve such lot from liability
for assessments or otherwise 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.
ARTICLE V
EASEMENTS

5.1 Reservation of General Easement Rights. 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 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 Talmadge Woods Estates on, over, below or under all of the areas designated as "Utility Easement", "Drainage Easement", "Park", or "Common Areas", or with words of similar import, on the Plat, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in Talmadge Woods Estates. Developer also reserves to itself, and to its successors and assigns, the right and easement to go upon or permit any public or quasi-public company to go upon the four (4) foot wide strip of land along the side line of each residential lot in the Plat, from time to time, to install, maintain and remove such utility lines, and to trim trees, shrubbery and landscaping 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 Easement", "Drainage Easement", "Park", or "Common Areas", 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 and other buildings, but shall not include residential lot improvements such as driveways and paved parking areas. 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.

5.2 Drainage Easements and Assessments. In connection with the development and platting of Talmadge Woods Estates, certain drainage easements have been dedicated to the local Governing Entities over portions of the areas designated on the Plat as "Drainage Easement" or with words of similar import. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Governing Entity determines that the public drainage facilities within Talmadge Woods Estates (including but not limited to the detention ponds and storm sewer outfall lines outside the public rights of way) are not being properly maintained by the Developer, the Association or the residential lot owners. In such case, the amount and method of assessment shall be determined by the Governing Entity.

ARTICLE VI
COMMON AREAS

6.1 Description of Common Areas. Talmadge Woods Estates includes certain areas designated for the common use and enjoyment of residential lot owners (the "Common Areas"), including but not limited to the Park areas designated as Common Areas, if any, on the Plat, and those areas, if any, designated as Common Lots or Common Areas.
6.2 Use of Common Areas. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use the Park or Common Areas at Talmadge Woods Estates for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and other incidental uses including but not limited to those uses set forth in this Article VI. All members shall use the Park or Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association, except to the extent that the Developer has approved the extension into those areas of Common Area immediately adjacent to residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

6.3 Conveyance of Common Areas. The Developer, its successors and assigns, hereby reserves the right, at any time and from time to time, to convey fee simple title to all or any portion of the Park or Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any Common Areas in Talmadge Woods Estates until such time as fifty percent (50%) or more of the platted residential lots in Talmadge Woods Estates are owned of record by persons or entities other than the Developer. Notwithstanding anything else contained herein, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any Common Areas unless and until the Developer, its successors and assigns, shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots shall have only those rights with respect to the Park or Common Areas as are granted them hereunder and under the Articles of Incorporation and Code of Regulations, if any, of the Association.

The conveyance of the Common Areas to the Association, as set forth herein, shall not be construed or interpreted to be an assignment by the Developer of any other rights hereunder, unless the Developer expressly stipulates the same in a written and recorded instrument.

ARTICLE VII

DURATION OF RESTRICTIONS, AMENDMENTS

7.1 Term. This Declaration and the covenants and restrictions described herein shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2010 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

7.2 Amendments. This Declaration and the covenants and restrictions described herein may be amended or revoked with the approval of the then owners of not less than sixty percent (60%) of the residential lots in Talmadge Woods Estates, 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 residential lot owners with the formalities required by law.
ARTICLE VIII
ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

8.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the 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 such person(s) from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

8.2 Saving Clause. The validity 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.

8.3 Transfers and Leases Subject to Restrictions. All transfers, conveyances and leases of each and every residential lot in the Plat shall be made (and deemed made) subject to this Declaration. No lease of any residence in Talmadge Woods Estates shall be less than one (1) year in duration.

8.4 Assignment by Developer. Subject to the express provisions hereof, all rights, duties, privileges, powers and benefits granted by this Declaration to and/or reserved by or for the benefit of, the Developer shall be freely assignable by the Developer, in whole or in part, to the Association or to any other person or entity, and shall inure to the benefit of the successors and assigns of the Developer. In the event of any such assignment by the Developer, its successors and assigns, to the Association, the Association shall be required to accept delivery of a written instrument for such purpose, and the Association shall have no right to refuse any such assignment.

8.5 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

8.6 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.

8.7 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 tenants, heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, location of natural features such as trees, or topography of the residential lot upon which a structure, improvement or installation is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of this Declaration would work a hardship, the Developer may, in writing, grant waivers from this
Declaration as to such residential lot so as to permit the erection or installation of such structure or improvement.

8.8 Section Headings. The section headings contained in this Declaration have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

8.9 Warranties. Each residential lot owner, by acceptance of a deed to a residential lot in the Plat, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or suitability of the residential lots for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Park or Common Areas of Talmadge Woods Estates, or (c) Talmadge Woods Estates generally, other than as expressly stated in writing, (i) by the Developer to the residential lot owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

ARTICLE IX
CONFLICTING PROVISIONS

In the event of a conflict between the provisions of this document and other laws of the State of Ohio and any document, the laws of the State of Ohio shall govern. In the event of any conflict between the provisions of any one or more of these documents, the following order of priority shall prevail and the provisions of these documents having the highest priority shall govern:

1. Declaration of Restrictions
2. The Articles of Incorporation of the Association
3. The Bylaws of the Association (Corporate Bylaws); and
4. The Rules and Regulations of the Association
IN WITNESS WHEREOF, the Trustees and Developer have hereunto set their hands as of the day and year first written above.

Signed and acknowledged in the presence of:

[Signatures]

CORNERSTONE HOME BUILDERS, INC.
OWNER/DEVELOPER

By: [Signature]
Its: [Signature]

By: [Signature]
Its: [Signature]

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of February_____, 2000, by Timothy J. Csurgio, the President/Owner of Cornerstone Home Builders, Inc., a Michigan corporation, on behalf of the corporation.

PATRICIA J. SZUL
Notary Public, State of Ohio
My Commission Expires April 27, 2004

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