THE CROSSROADS AT
FALLEN TIMBERS FAIRWAYS
(PLATS ONE AND TWO)

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DECLARATION OF RESTRICTIONS
AS TO
THE CROSSROADS AT
FALLEN TIMBERS FAIRWAYS
(PLATS ONE AND TWO)

This Declaration, made and entered into by Fallen Timbers Development Corporation, an Ohio closely held corporation, hereinafter called "Owner," and those individuals owning lots in the Crossroads at Fallen Timbers Fairways Subdivision Plats one and two, hereinafter called "Residents" this the 1st day of June 2001.

WITNESSETH:
WHEREAS, Owner and/or Residents holds title or fee simple to a certain parcel of land, situated in Mennonite Township, Lucas County, Ohio, hereinafter referred to as "Crossroads" and described as follows:

Lots 1 (one) through 44 (forty four inclusive, in the Crossroads at Fallen Timbers Fairways Subdivision Plats) one and two, a subdivision in Mennonite Township, Lucas County, Ohio, and

WHEREAS, Owner and/or Residents has caused a plat(s) of the above described land to be prepared and recorded in:

(Plat One) Volume __ page __
      Lots 1 through 20 and Lots 1 "A" through 20 "A"

(Plat Two) Volume __ page __
      Lots 21 through 44 and Lots 1 "A" through 44 "A"

The subdivision into two plats of said land into 44 (forty four) building lots numbered consecutively from 1 through 20 and 21 through 44, and "A" lots consecutively numbered 1 "A" through 20 "A" and 21 "A" through 44 "A," the dedication to public use of certain streets and ways therein; and the reservation of certain easements therein for the installation and maintenance of public utility services; golf courseing, cart paths and other related improvements; and

WHEREAS, Owner and/or Residents desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of the Crossroads at Fallen Timbers Fairways, certain agreements and rights as, over and to the Crossroads at Fallen Timbers Fairways and certain restrictions upon the manner of use, improvement, and enjoyment of the aforementioned lots in the Crossroads at Fallen Timbers Fairways and to hereby impose certain restrictions on such lots in said Crossroads at Fallen Timbers Fairways Plats One and Two.

NOW THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchase protection in the use and occupancy thereof, for the purposes for which the same are designated and provide harmonious, artistic, and desirable residential district, Owner, Residents, its successors and assigns, does hereby declare and stipulate that each lot in said Crossroads at Fallen Timbers Fairways hereinafter sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1.1 The word "restrictions" or "restriction" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and covenants hereinafter set forth.

1.2 The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

1.3 The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building and intended for use as a residence for human occupancy.

1.4 The word "lot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which an owner shall have the right to erect a single family residence. The word "lot" "A" is intended to mean the rear lot of all similarly numbered lots and is prohibited from any construction activities.

1.5 No purchaser of any lot in the plat shall subdivide the same or convey less than the whole of any lot or plat, including the setting of any "A" lot from its similarly numbered "lot".
1.6 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereby, no matter how many violations or breaches may occur.

ARTICLE II

USE OF LAND

2.1 Each residential dwelling on a residential lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental enactments, codes and regulations (the "Codes").

2.2 No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence dwelling with the style, placement, color scheme, etc., including porches, decks and garages, requiring approval from the Architectural Control Committee, as defined in section 3.2 and 3.3. In addition, such dwelling shall include a private garage of less than two- (2) car capacity, which shall be attached to the residential dwelling. Additional garage space may be granted from time to time by the Architectural Control Committee based upon the aesthetic aspect to the proposed structure.

2.3 Subject to section 10.7 hereof, nothing contained in this declaration shall prevent the use of a parcel of land composed of more than one (1) single-family residential dwelling.

2.4 No well for gas, oil or water shall, at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonable disturb the quiet of adjoining land holders.

2.5 Roof mounted antennas and all other types of antennas are expressly prohibited on all residential lots. Satellite dishes (see section 3.10) may be approved on a per case basis based upon size and placement of the same on the proposed residence. Dishes larger than 36" will not be considered.

2.6 No wash or laundry of any kind shall be hung or dried on the outside of any structure on any residential lot.

2.7 No unattractive weeds, underbrush or other object of any kind shall be permitted to grow or remain on any lot. This is to include the planting and/or maintaining of wild flowers, farm crops, weeds and some trees and shrubbery. Defacement of these parameters will be made from time to time by the Architectural Control Committee.

2.8 No barren lots shall be discharged on the property or on any lot on the property, or any contiguous lands now owned in the future by the owner, its successors and assigns.

ARTICLE III

ARCHITECTURAL CONTROL/CROSSROADS DEVELOPMENT

3.1 Architectural Control Committee
An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the committee shall be appointed by Owner. Owner shall have full right and authority to remove and replace such members and appoint successors and fill vacancies. Upon the death or resignation of a member of the Architectural Control Committee, a new member(s) shall be appointed by Owner until that point when the Homeowners' Association represents ninety percent (90%) of the entirety of The Crossroads at Fallen Timbers Fairways Subdivision, at which point members shall be elected per the terms and regulations of the Crossroads Homeowners' Association (C.H.O.A.)

3.2 Architectural Control
No building, driveway, swimming pool, fence, hedge, wall, walk, or other structure, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration thereto be made until the detailed plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the committee. The Committee will require that building plans and specifications are prepared by a competent architect and that the structure be constructed by a competent builder. The Committee shall have the right to refuse or to approve any such plan or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and in no passing upon such plans, specifications and grading plans, they have the right to take into consideration the suitability of the proposed building or other structure and of the materials with which it is to be built to the area upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the
building or other structure as planned on the outlook from the adjacent or neighboring property. Further, the declarant shall have the sole right and authority to access the qualifications and integrity of all proposed builders for and construction activities shall Crossroads lots. Issues of timeliness, cleanliness, and integrity are factors that will be considered on approving any or all builders for the Crossroads at Fallen Timbers Fairways.

3.3 Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee's designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been properly submitted by regular mail, then the same shall be deemed approved. In requiring submission of the plans as herein set forth, Owner contemplates the development of the property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval at any time after submission, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, as artistic and architectural merits, its adaptability to the residential lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of residential lots on the property as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3.4 Review

The Architectural Control Committee shall conduct an annual review of all residential lots in The Crossroads at Fallen Timbers Fairways for the purpose of maintaining all approved or unapproved improvements to said lots or the condition and character of all unimproved lots. This review is intended to maintain each lot approval status and to make feasible suggestions in areas of potential concern. The parameters of concern stem only from the guidelines as stated in sections 3.2 and 3.3 herein.

3.5 Exemptions Rejected

Owners, relative to itself, it successors and assigns, a personal easement in, through, under and over all rear "A" lots in the Crossroads Development as shown on the recorded plats one and two. In addition, owners shall include all areas designated as utility rights-of-way, for the construction, operation, and maintenance of electric light, street lights, telephone, cablevision and communication lines and conduits, and any other public utility facilities including easement, enforceable for right-of-way on all land in connection with the golf course facilities, together with the necessary incidents and appurtenances; and no building or other structure on any part thereof, shall be erected or maintained upon any part of the property in The Crossroads at Fallen Timbers Fairways, over or upon which easements for the installation and maintenance of public utilities, and golf course facilities, will be or have been granted.

3.6 Public Utility Rights

Owner reserves the exclusive right to grant for the construction, operation, and maintenance of electric light, street lights, telephone, cablevision and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public facilities, together with the necessary incidents and appurtenances, in, through, under and upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

3.7 Grades and Slopes

The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed therein, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all residential lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. Notwithstanding anything contained herein, any structure or residence dwelling, built or constructed upon a residential lot shall be erected of not less than one (1) inch higher than the 100-year flood elevation of ____________ shown on flood insurance Rate Map Community-Panel Number ____________ closed ____________.

In addition, no alteration to the grades, slopes and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any residential lot.

3.8 Building Type

Only one single residence may be erected on each lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling house and not to exceed two and one half (2.5) stories and not more than thirty-six (36) feet to its highest ridge height and not less than twelve (12) feet to its lowest edge height, both measurements to be taken from the first floor level. The main roof of all buildings shall be of the gable, hip, or gable hip type. No exposed exterior surface shall be permitted to consist of cement or stucco block, plywood, aluminum or vinyl siding. Acceptable application of non-combustible materials per approval of the A.C.C. shall consist of vinyl downspouts, decorative steel and aluminum garage and entry doors, vinyl clad windows. EXTERIOR INCLUDING SOFFIT AND FACIA FOR ALL EXPOSED AREAS OF THE HOUSE SHALL REQUIRE NATURAL OR HARD FINISH SURFACE EXTERIOR MATERIAL APPLICATIONS such as Cedar, Brick or...
3.8 Building Location

Lots 1-20 in the Crossroads Plat One shall conform to the noted setbacks and side yards of thirty-five (35) feet and seven (7) foot minimum respectively. Lots 21-44 in the Crossroads Plat Two (2) shall maintain a building setback line of 110 feet from the centerline of either Stitt or Waterville Monclova Road. No building shall be located nearer than seven (7) feet to an interior lot line, or as otherwise established by any Local or County Codes or presently established drainage or utility easements. Lots 21 through 44 shall observe a setback line of 60 feet from the property line or 110 feet from the centerline of the road regardless of proposed plat set back notations.

3.10 Mailboxes, Roof Shingles, Satellite Dishes and Driveways

All residence dwellings shall have a rusted metal mailbox approved by the United States Postal Service and the Architectural Control Committee. Conventional locations for mailboxes shall be maintained for lots 1-20. Lots 21-44 shall maintain an elevated group of Mailboxes to be placed at a general point of convenience and safety near the point of entry for said lot owner from either Stitt or Waterille Monclova Road. All roof shingles must be dimensional in style, architectural or laminated materials with color scheme being approved by the A.C.C. Satellite dishes may be approved on a per case basis, location attached at dish to dwelling as well as size, color and style will be considered. All driveways must be of white concrete, black or decorative concrete patterns. NO ASPHALT WILL BE PERMITTED FOR DRIVEWAY CONSTRUCTION.

3.11 Fencing, Sheds, Saunas and Spas, Planting Bays

No owner of any lot shall install any fence, shed, sauna or spa, without the prior written approval of the Architectural Control Committee. The A.C.C. has established specific criteria for location, size, style, shade, etc. for these particular improvements. Failure to receive proper approval from the Crossroads Architectural Control Committee for the Improvement of Fence (1), Sheds (2), Sauna (3) or Spa (4), Planting Bed (5) (Garden or other) will result in the Crossroads H.O.A. causing the same to be removed at the expense of the property owner.

3.12 Landscaping

No portion of the described premises nearer to any street than the building set back or line shown upon the recorded plat of said subdivision shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drive if otherwise permitted, the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no ungranted objects shall be allowed, placed or suffered to remain thereon. In addition, all landscaping concepts, designs and schemes are to be submitted to the Architectural Control Committee for review and approval. Certain governmental regulations require a minimal amount of landscaping in addition to harmonious plant landscaping, and will be enforced by the Architectural Control Committee. This is to include, front, back and both side yards complete. All materials including fencing, hedges, bushes, mounding, putch, planting beds, paver, etc., etc., are to be approved on a per case basis and should not be considered permissible on any lot. Certain governmental regulations require the planting of some trees and ground cover to prevent the erosion of soil.

THE FOLLOWING SHALL BE REQUIRED OF ALL LOT OWNERS IN THE CROSSROADS AT FALL TIMBERS:

A1. All residential home sites in the Crossroads at Fall Timbers shall be required to improve their front side and rear yards with an IN GROUND IRRIGATION SYSTEM.
A2. Lots 1, 20, and 21 through 44 will all be required to maintain and improve property that begins at the edge of the paved road on either Stitt Road or Waterille Monclova Road to the street property line. While this property is County owned right of way, the contiguous property owner is traditionally charged with modest improvement and upkeep. Each property owners shall, upon completion of necessary utility taps and sidewalk improvements, take to be placed six (6) feet high colored blue service and no less than two irrigation sprinkler heads tied into home sprinkler head. Placement of tree shall be in conjunction with perimeter wall landscaping master plan, which is on file with the declerant.
A4. All driveways and landscape plans shall provide minimal irrigation and ground cover plantings, or approved plans for harmonious planting schematics from a group or groups of residents. Said approval shall be in the hands of the A.C.C. and no way will the authority of the A.C.C. be undermined as it relates to the several areas of the Crossroads Development as harmony and continuity as well as signs distance (see 3.13) are all of significant importance to the value and desirability of the Crossroads community.
3.19 Sight Distance at Intersections

No fence, wall, hedge, or shrub planting which obstruct sight lines at elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any lot within the triangular area formed by the street property line and driveway line and a line connecting the two points ten (10) feet from the intersection of the street lines. No tree shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

3.14 Sidewalks

Upon the delivery of the eighteen (18) months following the date of closing on the sale of a residential lot, or (b) the completion of construction of a residence dwelling thereon, each residential lot owner shall install and construct a sidewalk on such residential lot. The sidewalk shall be four (4) inches in depth except driveways where a six (6) inch depth shall be provided, and shall be placed on firmly compacted stone. A residential lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 3.14, the Crossroads Homeowners Association shall, at the request of the Architectural Control Committee or the Owner, have the right, without notice to the residential lot owner, to enter upon said residential lot and cause a sidewalk to be constructed thereon. In such case, the cost of such construction plus fifteen percent (15%) shall be added to and become part of the next annual assessment (as hereafter described) to which such residential lot is subject. It is the duty of the owner of each residential lot, at the expense of each such owner, to keep and maintain the sidewalks located on such owner's residential lot in a good and clean manner and to clear the aforementioned sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereof, and each such owner shall indemnify and hold Muncie Township harmless from any liability to any person resulting from such owner's neglect, failure of refusal in performing said duty. The design and location of each individual lot owner's sidewalk will be mandated via the Architectural Control Committee as stated in this record.

3.15 "A" or "Rez" Lots, Ponds, and Creek Area

All "A" or rez lots in the Crossroads at Fallen Timbers Fairways shall contain one or all of the following:

a) Easements as noted in 7.1 of this document, or other non-attached easements at future easements to be put forth for the benefit of all property owners in the Crossroads Development. Said easements are solely intended for parking, drainage, water maintenance, and golf course improvements.

b) Restrictions of removal of trees and plantings presently in place on lots 1 "A" through 10 "A" and lot 44 "A", while there are requirements for non-destructive water flow, all trees or plantings removal in this area shall require the written approval of the A.C.C. prior to said removal. Failure to comply may result in said property owner being financially responsible for the replacement of said plantings, which will be at the discretion of the A.C.C. Benification of the area in question will be permitted solely as the integrity and compatibility of any such has been pre-approved by the A.C.C.

c) Riparian Rights on any area of land that is under water is such that no control of said water or improvements on said water is permissible without the written consent of the owner, their assign or heirs, and/or the A.C.C. Levels of said retention facilities is subject to county mandated levels for purposes of maintaining proper and attractive/low off-culvert capacity. The developer, in consultation with the Lucas County Engineer office, controls the water level to protect these requirements and cannot provide individual property owners the ability to self control said water levels.

d) No person shall convey all or any portion of said "A" or "Rez" lots. Unless said individual conveys along with said "A" or "Rez" lot the adjoining land lot. Further, no lot may be sold or conveyed without the adjoining "A" or "Rez" lot.

e) No permanent structure, building, fence, wall etc... may be caused to be placed or constructed on said "A" or "Rez" lots. Intended use, which requires approval of the A.C.C., must comply with all Federal and Local jurisdictions pertaining to flood ways and flood plains. In addition, compliance with all easements that may now or in the future be applied to said "A" or "Rez" lots must be recognized.

3.16 Docking

All residential lots shall submit a detailed landscape design to the A.C.C. prior to approving the same.

3.17 Compatibility

Each structure site, shape, location color scheme and landscaping plan will be judged upon its compatibility with existing structures, the compatibility with master plan concept for the subdivision which will be determined in full by the Architectural Control Committee.

ARTICLE IV

USE RESTRICTIONS

4.1 Residential Use

Each lot in Crossroads at Fallen Timbers Fairways is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no resort, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done therein which may be or become an annoyance or nuisance in said subdivision.

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4.2 Occupancy
No dwelling erected in said Fallen Timbers Fairways shall be used as a residence until the exterior and interior thereof has been completed as specified and called for in the detailed plans and specifications thereof or upon receipt of an occupancy permit as distributed by the Lucas County Building Department. No structure of a temporary character and no trailer, basement, shack, garage, barn or other type of vehicle or outbuilding shall be used on any lot, at any time, as a residence (whether temporary or permanent). All approved structures must be completed by a person who has completed such work within the first (1) year following the date of commencement of the construction thereof. 

Non occupancy related construction activities such as grading, landscaping, driveway placement, shall be completed within a reasonable period of time prior to or after occupancy of said dwelling. Weather conditions and the availability of labor are the only acceptable delays. Information relevant to such delays will be required by the A.C.C. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated within the structure within twenty (20) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incidental to construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee.

4.3 Storage of Vehicles
No vehicle, recreational vehicle or truck of any type shall be parked, kept or stored on any lot in said Fallen Timbers Fairways subdivision, provided that a boat, boat trailer, recreational vehicle or truck may be located in the garage. The structure shall not exceed the capacity of the garage of the lot a truck or van not larger than a quarter (1/4) ton. All vehicles, other than those stored in the garage, shall be kept in a safe and secure location, such as a public or private parking facility.

4.4 Off Road Vehicles
No off road vehicles of any type will be permitted in the area of the residential subdivision on the golf course facilities. Any vehicle not included in this provision is not allowed on the golf course facilities. All vehicles, other than those stored in the garage, shall be kept in a safe and secure location, such as a public or private parking facility.

4.5 Business and Signs
No business, warehouse or industrial use or any building or structure shall be erected, maintained, operated or used for any purpose, temporary or permanent, on any lot unless approved by the Architectural Control Committee. All signs except those necessary for advertising the sale of said premises, shall be erected, placed or removed without the written consent of the Architectural Control Committee.

4.6 Pets
No pets, except the normal household pets shall be kept upon any lot. All pets shall be kept in a clean and sanitary condition. All pets shall be leashed and accompanied by their owner.

4.7 Garbage and Trash Disposal
No garbage, trash, waste or other refuse shall be disposed of in any manner which may be or may become an annoyance or nuisance to the neighborhood. All garbage shall be stored in enclosed containers, or stored and maintained in containers entirely within the garage, underground or basement. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.8 Signage
No excessive or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may create an annoyance or nuisance to the neighborhood. All signs shall be kept in a clean and sanitary condition.
respective yards including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from sidewalks. No trash burner or other device expelling gas or smoke shall be allowed except for properly constructed and maintained chimney flues.

4.9 Propane Tanks: Gas Grill
Any tanks for the storage of propane gas shall be located at least ten (10) feet from any lot line and ten (10) feet from any residential dwelling and shall comply with all applicable governmental rules and regulations pertaining thereto. No other propane tanks other than those used for recreational cooking will be allowed.

4.10 Swimming Pools
All swimming pools deeper than thirty inches (30") shall be fenced with a fence of four foot (4') minimum height and shall be kept locked when not in use. Pools must be approved by the ACC for competency and ascetic character and only in-ground pools will be allowed (without exceptions). Size, dimension and location of proposed pools will be enforced by the Architectural Control Committee in cases where pools are deemed non-obstructive and permissible.

4.11 Water Supply
No individual water supply system shall be permitted on any lot, as all properties must tap into the provided City water line service.

4.12 Septic Disposal
All lot purchasers are required to tap into the County sewage disposal system, and pay to Lucas County. The Village of Whitehouse and the Homeowners Association all tap and operational charges as is required or customary for such hook-up and usage.

4.13 Golf Course Usage
No lot owners or other persons shall enter on or use the golf course without first registering in the Pro Shop.

ARTICLE V
HOMEOWNERS ASSOCIATION

5.1 There is hereby created by the Owner, who owns all of the residential lots at the present time, the community of Fallen Timbers Fairways Homeowner's Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the residential lots at the Property. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assignees, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all or any of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association and under whose membership shall similarly be the owners, from time to time, of all the residential lots on the Property.

5.2 The Association shall have the following powers and rights:

(a) Subject to the provisions of this Declaration, to adopt the Rules and Regulations intended to a paragraph 9.2, as well as other rules and regulations of general application governing the use maintenance, cleaning, repair, replacement, volatiles and up keep of the Common Areas (as hereafter defined), and (a) any easement areas created or reserved in this Declaration or attributable to the recorded plat of Fallen Timbers Fairways Subdivision, and (a) any other improvements, facades, equipment and amenities maintained by the Association and located in the Common Areas, or within the public right-of-way at the Property.

(b) To appoint the members of the Architectural Control Committee, in accordance with paragraphs 3.1 hereof.

(c) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, with any rules and regulations which the Association may promulgate pursuant hereof, or in any subsequent declaration of Fallen Timbers Fairways Subdivision.

(d) 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 Fallen Timbers Fairways Subdivision.
(a) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.

(b) To collect and dispose of funds and assessments as provided in paragraph 6.1 hereof, and as may be provided in any subsequent declarant of Fallen Timbers Fairways Subdivision.

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

(h) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment's and/or amenities located thereon.

(i) To place, maintain, repair, manage, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the residential lot owners located within the business area, if any, and the guide-oaks, if any, or any other portions of the public rights-of-way at the Property.

(j) To place, maintain, repair, manage, improve, clean and replace the walkways/pathways, if any, intended for the common use and enjoyment of the residential lot owners and located within the public right-of-way at the Property.

(k) 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 ownership, use, maintenance, repair, management, replacement, and cleaning activities of the Association referred to in this paragraph.

(l) To collect and dispose of funds and assessments related to, and to manage, maintain and clean or enter into contracts with third parties for the management, maintenance and cleaning of all Common Areas as defined in paragraph 7.1.

(m) To carry out all other purposes for which the Association was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent declarant(s) of Fallen Timbers Fairways Subdivision.

(n) To elect officers to lead and guide the association through any and all matters affecting the same.

5.3 To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas; 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 paragraph.

5.4 Each member (resident) of the Association other than the Owner, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member owns. 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 shall have one vote for each residential lot held by such person or persons. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look into the authority of the member casting the vote. Notwithstanding the above, as long as the Owner holds title to any residential lot in Fallen Timbers Fairways as above described, the Owner shall be entitled to four (4) votes for each residential lot owned by it.

5.5 Officers to be filled for purposes of running the association and interpreting and enforcing said rules and regulations shall be as follows. Election of these officers will be by a vote of all members in good standing of the Fallen Timbers Fairways Subdivision Home Owners Association. A majority vote of no less than 50% of all members in good standing of the H.O.A. will be required to be elected to a given position. If less than 50% of all members of the H.O.A. fail to cast a vote, an individual may be elected with 75% of the votes of less than 50% of those members in good standing casting a vote. Elections will be held every other year beginning in 1997. Elections are to be held after January 1st but before February 15th of the year that elections are scheduled to take place. Each member in good standing of the H.O.A. shall be given written notice of the scheduled election no less than 15 days prior to said election.

(a) President. A term beginning on March 1st in the year of an election to fill said position, and lasting for a period of two years from said beginning. The President's powers and obligations will obtain the
following but not be limited to the same: presiding over all official H.O.A. meetings and functions, appointing committee members as needed, serving on the Architectural Control Committee, subject to section 3.10, have check writing authority, maintain project and effective lists and documentation for the association, placement of any issue before the H.O.A. Executive Committee or H.O.A. general meeting for consideration and subsequent vote on the same and shall have one vote in the executive decision process of the officers of the H.O.A. and all officers requiring said vote. Appointment of any vacancy for the offices of Secretary and Treasurer to fill the unexpired term for the individual in that position it so vacated by retirement, death or willful or unwarranted act or ownership of said property in the Fallen Timbers Fairways Subdivision.

(b) Vice President. A term beginning on March 1st in the year of an election to fill said position, and lasting for a period of two years from its beginning. The Vice President's powers and obligations will contain the following but not be limited to the same; fill any unexpired term of the President, if said vacancy results from retirement, death or willful or unwarranted loss of said property in Fallen Timbers Fairways Subdivision. The Vice President will assume the powers and responsibilities of the President upon the written request of the President, in respects to the Presidents absence or inability to perform said tasks. In addition, the Vice President will perform any task of reason requested by the President. In the event that the Vice President retires, dies or willfully or unwarrantly takes possession of their property in Fallen Timbers Fairways Subdivision or is required to assume the office and responsibilities of the office of President, an election will be held by the voting of the association to fill the unexpired term of this office. The Vice President will have one vote in the executive decision process of the H.O.A.

(c) Secretary. The term and length of the same is the same as stated for the President and Vice President. The Secretary is charged with the responsibilities of proper and effective record keeping of all association matters, including, but not limited to meeting minutes, bylaw amendments, covenant home, home plans and A.D.O. approvals and submissions once completed for use by the A.O.C. and any other documentation as soon as is necessary. Loss of office is under the same guidelines as stated for the President and Vice President. The Secretary will have one vote in the executive decision process of the H.O.A.

(d) Treasurer. The term and length of the same is the same as stated for the President and Vice President. The Treasurer is charged with the collection and maintaining of all H.O.A. finances. All records pertaining to the financial matters relative to the association and accounting and disclosure will be under the individual director charge as defined upon by the executive director. The Treasurer will have one vote in the executive decision process of the H.O.A. Loss of office is under the same guidelines as stated for the President and Vice President.

ARTICLE VI
ASSESSMENTS OF OWNERS

6.1 Each and every residential lot and residential lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The annual assessment effective 2001 shall be $250.00, and such amount may be reasonably adjusted from year to year of the Crossroads Association.

6.2 Association reserve contribution fund shall be established upon the initial sale of each residential home site to. Said contribution shall be made by the first resident of said lot, at closing, and will be for the sole benefit of the association. The amount of this payment is as outlined in the association bylaws. Said amount is payable in two annual installments upon receipt of said property. However, payment to the reserve contribution fund will not release said property owner, their heirs, assigns or future owners from possible requirements for payments to or on behalf of association's liability or maintenance fund. Said assessment shall be payable within sixty (60) days after receipt of said property. Said payment shall be payable within sixty (60) days of the due date. Any assessment not paid in full within sixty (60) days of the due date shall be subject to a penalty of no less than 20% and no more than 10% of the entire amount due. H.O.A. will have the right to collect said payment including the recording of liens and other methods as required. No homeowner shall be required to make any partial payment for ownership of the property.
property, prior to the first day of each year as long as the previous assessments due are paid in full. Each lot owned by non-member builders shall carry an annual fee of $25.00 payable within 30 days of a closing on said lot and annually thereafter.

6.4. Developer shall make one time contributions to the H.O.A. as follows: $250.00 on or before June 30, 2001 and $25.00 at the time of closing on each lot.

6.5. Each residential lot has a “C” or “P” lot attached to it. These, lots about or fall within a federally mandated flood plain, Lucas County retention ponds or other public improvements that affect an area ponded or fall outside the area. The volume of these lots shall be further approved by a Flood Control and Fairways Home Owners Association Pond Zone. Many lots are accessed via private drives from either St. John or Waterfall/McCloskey Roads. Many of the Crossroads lots have been improved by the placement of a 6" x 10" high pressure concrete wall, which serves as the individual property owners property, but shall be under the maintenance and control of the H.O.A. In order to properly manage these aspects, the Crossroads lots the following

Zone A: "Wells" Lots 1, 2, and 21 through 44.
Zone B: "Blocks" Lots 1 through 10 and 44.
Zone C: "Path" Lots 13 through 19, 21 through 31, 33 through 36 and lots 38 through 40.
Zone D: "Golf" Lots 12 through 24.
Zone E: "Drives" Lots 21 through 44.

Each zone may from time to time, for the purpose of establishing use, maintenance and enjoyment guidelines for said zone, undertaking the action of the A.C.C., Owner must first approve any improvements or use guidelines established by any or all pond zones. The use for enjoyment of otherwise shall carry with it strict liability by the party in use whether approved or disapproved by owner. Any costs associated with any action by any or all pond zones shall be borne by the individuals associated with the said zone. Matters relevant to governing any cost associated with these pond zones will be the responsibility of each respective zone including their own needs.

6.6. The annual assessment shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing of its duties, rights and functions as set forth in Article V and Article VI. 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. Provided, however, that the Association shall not expend an amount greater than $1,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association. Upon demand of any residential lot owner and after payment of a reasonable charge, therefor, the president, secretary or treasurer 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 assessment. Any such certificate stating that all assessments have been paid shall be conclusive of such payment.

6.7. The Association shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and each such assessment shall be the personal obligation of the owner of each residential lot at the time when the assessment becomes due. The lien of the annual assessment shall arise against each residential lot on the first day of the year following the day on which the assessment is due and shall be a prior lien to the liens of the owners or owners of each residential lot in accordance with the proportion which the area of each part of a residential lot to which each such owner holds record title bears to the total area of the residential lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within 90 days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the form following 6.8.

6.8. In the event any of said assessments are not paid when due, the Association may, when and as often as such circumstances occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have an enforce against each residential lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any residential lot shall not affect the assessment lien, or relieve the residential lot from liability for any assessments or from the lien thereof, provided, however, that the sale or conveyance of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or conveyance.
ARTICLE II

1. The powers and duties of the Association shall be to promote the development, welfare, and betterment of the Property, and to provide for the maintenance and enforcement of the Rules and Regulations of the Association.

2. The Association shall have the power to adopt, amend, and rescind such rules and regulations as may be necessary for the proper management of the Property.

ARTICLE III

1. The Association shall have the power to assess and collect assessments for the purpose of paying the expenses of the Association.

2. The Association shall have the power to impose fines for the violation of any of the Rules and Regulations of the Association.

ARTICLE IV

1. The Association shall have the power to enforce the Rules and Regulations of the Association through the use of any and all legal remedies available.

2. The Association shall have the power to modify, amend, or rescind any of the Rules and Regulations of the Association at any time.

ARTICLE V

1. The powers and duties of the Association shall be performed by a Board of Directors, consisting of seven members, who shall be elected by the owners of the Property.

2. The Board of Directors shall have the power to appoint such officers and employees as may be necessary for the proper management of the Association.

ARTICLE VI

1. The Association shall have the power to adopt, amend, and rescind such bylaws as may be necessary for the proper management of the Association.

2. The bylaws of the Association shall be subject to approval by the members of the Association.

ARTICLE VII

1. The powers and duties of the Association shall be performed by such persons as the Board of Directors shall designate for the purpose of managing the affairs of the Association.

2. The Board of Directors shall have the power to delegate any of its powers and duties to any other person or entity.

ARTICLE VIII

1. The Association shall have the power to enforce the Rules and Regulations of the Association through the use of any and all legal remedies available.

2. The Association shall have the power to modify, amend, or rescind any of the Rules and Regulations of the Association at any time.

ARTICLE IX

1. The powers and duties of the Association shall be performed by such persons as the Board of Directors shall designate for the purpose of managing the affairs of the Association.

2. The Board of Directors shall have the power to delegate any of its powers and duties to any other person or entity.

ARTICLE X

1. The Association shall have the power to adopt, amend, and rescind such bylaws as may be necessary for the proper management of the Association.

2. The bylaws of the Association shall be subject to approval by the members of the Association.

ARTICLE XI

1. The powers and duties of the Association shall be performed by such persons as the Board of Directors shall designate for the purpose of managing the affairs of the Association.

2. The Board of Directors shall have the power to delegate any of its powers and duties to any other person or entity.
owners. In addition, any individual whether a member of the Home Owners Association or an associate of an individual of the Home Owners Association shall assume any and all risk associated with any use of said ponds.

8.3 No owner of any residential lot shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such owner’s residential lot into the Pond(s), into any of the Drainage Easement areas shown on The Crossroads at Fallen Timbers Fairway Subdivision, or into any other pond, lake or body of water on the Property, the Adjacent Property or any other adjoining property, whether before, during or after the construction of any structure or residence dwelling on such residential lot. In addition, under no circumstances shall the owner of any residential lot have the right to diminish, control or affect the level, volume, or amount of water in the Pond(s) by means of evaporation or otherwise.

8.4 The Owner, its successors and assigns, shall retain the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a deed for a such purpose.

8.5 Notwithstanding the provisions of paragraph 8.2 and any designation of Common Areas on the Crossroads at Fallen Timbers Fairways or any plat of the Adjacent Property, neither the Association nor any owner of a residential lot shall have any ownership interest in or any right to control the use or development of any such Common Area unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of residential lots of the Property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Bylaws of Regulations, if any, of the Association.

8.6 In connection with the development and platting of The Crossroads at Fallen Timbers Fairways, the Owner has granted or will grant certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on The Crossroads at Fallen Timbers Fairways as "Drainage" and "Drainage Easement" or with words of similar import. Included in the areas subject to these drainage easements are the Pond(s) and any other bodies of water located on the Property and/or on the Adjacent Property, and the associated storm inlets and overflow lines, lake level control lines, storm sewer outflow line outside the roadway right-of-way, and storm water discharges from the storm drainage system (collectively, the "Drainage Facilities"). The Drainage Facilities comprise part of the drainage system for the entire Crossroads at Fallen Timbers Fairway. The Drainage Facilities shall be kept free of debris and otherwise maintained as determined by the Lucas County Engineer, or otherwise by the Association, from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the Association is not properly maintaining the Drainage Facilities, in which case the amount and method of assessment shall be determined by the Lucas County Engineer, in such event, no party other than the residential lot owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.

ARTICLE IX
DURATION OF RESTRICTIONS, AMENDMENTS

9.1 This Declaration shall run with the land and shall be binding upon the Owner and all persons claiming under or through the Owner until December 31, 2021, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

9.2 The Declaration may be amended prior to December 31, 2021 with the written approval of the then owners of not less than 50% of the residential lots, 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 formality required by law. This Declaration may not be terminated as of December 31, 2021 and may be amended or terminated thereafter with the written approval of the owners of not less than 51% of the residential lots upon the filing of an instrument as described with the Recorder of Lucas County, Ohio.

ARTICLE X
ENFORCEMENT OR RESTRICTIONS: OTHER MATTERS

10.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same is in force shall be unlawful. The Owner, the Architectural Control Committee, 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 covenant, agreement or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.
10.2 The rights, privileges and powers granted by this Declaration shall be freely assignable and shall accrue to the benefit of the successors and assigns of the Owner.

10.3 Any person or corporation shall be entitled to the benefit of such construction or interpretation, in good faith, as shall be final and binding as to all persons and property benefited or burdened hereby.

10.4 The title of any residential lot shall be conveyed to the successor or assignee of the Owner, or to the Association, as the case may be, and such conveyance shall be executed in accordance with the provisions of this Declaration.

10.5 No restriction imposed hereby shall be abrogated or waived by the successors or assigns of the Owner, without the written consent of the Association.

10.6 If a residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to have adopted and accepted this Declaration, and such acceptance shall be evidenced in writing and filed with the Association. The provisions of this paragraph shall not be construed to mean that any of the provisions of this Declaration shall be deemed to be void or unenforceable.

10.7 The title of any residential lot shall be conveyed to the successor or assignee of the Owner, or to the Association, as the case may be, and such conveyance shall be executed in accordance with the provisions of this Declaration.

10.8 The rights, privileges and powers granted by this Declaration shall be freely assignable and shall accrue to the benefit of the successors and assigns of the Owner.

10.9 If any residential lot owner, by acceptance of a deed to a residential lot, agrees and consents to the provisions of this Declaration, and such acceptance shall be evidenced in writing and filed with the Association. The provisions of this paragraph shall not be construed to mean that any of the provisions of this Declaration shall be deemed to be void or unenforceable.

10.10 If any residential lot owner, by acceptance of a deed to a residential lot, agrees and consents to the provisions of this Declaration, and such acceptance shall be evidenced in writing and filed with the Association. The provisions of this paragraph shall not be construed to mean that any of the provisions of this Declaration shall be deemed to be void or unenforceable.

10.11 If any residential lot owner, by acceptance of a deed to a residential lot, agrees and consents to the provisions of this Declaration, and such acceptance shall be evidenced in writing and filed with the Association. The provisions of this paragraph shall not be construed to mean that any of the provisions of this Declaration shall be deemed to be void or unenforceable.
10.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

IN WITNESS WHEREOF, Fallen Timbers Development Corporation, acting by and through its duly authorized representatives, has caused the Declaration of Rights and Restrictions to be executed on its behalf this 29th day of June, 2001.

Signed and Acknowledged in the presence of:

[Signature]

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 29th day of June, 2001 by

[Signature]

HOLLY PFEIL
Notary Public, State of Ohio

[Seal]

RECEIVED & RECORDED
JUN 14 2001 223 PM
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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