The Edge of the Woods

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DECLARATION OF RESTRICTIONS
AS TO
THE EDGE OF THE WOODS
A Subdivision in Sylvania Township,
Lucas County, Ohio

THIS DECLARATION OF RESTRICTIONS ("Declaration") made and adopted by GARY L. GRUP, with offices at 7255 Progress Street, Holland, Ohio 43528 (hereinafter called "Developer"). and by THE EDGE OF THE WOODS HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter called "Association") as of this 31st day of January, 2008.

WITNESSETH:

Developer is the owner of all of the residential lots shown on the plat of The Edge of the Woods which plat has been recorded in Volume 1477 of Plats, pages 52-54, Lucas County, Ohio Records, and is described as follows:

Lot numbers one (1) through thirteen (13) inclusive in The Edge of The Woods, a Subdivision in Sylvania Township, Lucas County, Ohio.

The Association has been formed to be the owner of that portion of The Edge of the Woods designated as common area on the recorded plat of The Edge of the Woods, such common area to be used for roadway, utility and recreational purposes and as open space. The members of the Association are the owners of all of the residential lots in The Edge of The Woods.

Developer and the Association desire to establish a general plan for the development of The Edge of The Woods (sometimes hereinafter referred to as the "Subdivision") and to establish restrictions upon the manner of use, improvement and enjoyment of the residential lots in the Subdivision which will make such residential lots more attractive for residential purposes and will protect present and future owners of such lots in the enjoyment of their use for residential purposes.

NOW, THEREFORE, Developer and the Association in consideration of the enhancement in the value of the lots in the Subdivision by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns hereby declare, covenant and stipulate that all lots and common area shown on the recorded plat of The Edge of The Woods shall hereafter be conveyed by Developer and its successors and assigns subject to the foregoing recitals and to the following restrictions, covenants and conditions:
ARTICLE I
USE OF LAND

1.1. **Residential Lots.** The lots located and shown on the recorded plat of The Edge of The Woods shall be referred to herein as "residential lots." No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 1500 sq. ft. of living area (one and one-half or two story) or 1450 sq. ft. (ranch) (measured from the outside of exterior walls and excluding basements and garages) having a private entrance and a private attached garage of not less than two (2) car capacity, and such accessory buildings and uses as are approved by the Architectural Control Committee as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, all utility easements shall be underground.

1.2. **Description of Residential Lots.** The thirteen (13) residential lots are located and shown on the recorded plat of The Edge of The Woods. The lots are numbered one (1) through thirteen (13). Each lot shall have only one (1) single family dwelling constructed on the building site.

1.3. **Common Area and Streets.** The real estate included in the subdivision and designated on the recorded plot as common area and utility, drainage, storm water detention area, access, driveway, or private place and roadway easements shall be used exclusively for roadway, drainage and utility purposes, for noncommercial recreational purposes and for open space except that with respect to "Lot A" as designated on the plat of The Edge of The Woods. The street improvement in the Edge of The Woods is a public street and the water line installed therein is a public water line.

1.4. **Use Restrictions.** No building or structure on any residential lot and no portion of any residential lot shall be used for other than residential purposes. After the adoption by the Association of rules and regulations governing the rental of dwellings, no dwelling may be rented by the owner to others, in whole or in part, except in accordance with such rules and regulations, except for the completion of leases entered into prior to the adoption of such rules and regulations. No portion of any residential lot or structure may be used or permitted to be used for any business or commercial purpose other than as a home office if permitted by applicable zoning ordinances. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance. No clothing, bedclothes, laundry or similar articles or other items or materials shall be hung out or exposed from any residence or on any part of any residential lot or on any part of the common areas of the subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for common area underground sprinkler systems which shall first have been approved by the Architectural Control Committee as provided under Article II hereof. No lot shall be used for the storage of automobiles, motor homes, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that
during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, or with the written consent of the Association, on an adjacent portion of the common area, provided however, that any building material not incorporated into the structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the subdivision.

1.5. Completion of Structures: No Occupancy of Incomplete Dwellings or Other Shelters. All structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from residential lots without the approval of the Architectural Control Committee as provided under Article II hereof. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved thereafter by the Architectural Control Committee as provided under Article II hereof. 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 the Subdivision.

1.6. Pets. Dogs and cats suitably maintained and housed within a dwelling, may be kept on any residential lot, provided the total number of such pets does not exceed two (2), including only one cat and one dog. Such pets shall be kept subject to rules and regulations adopted by the Association. No other animals may be kept on any residential lot unless specifically approved by the Association and then subject to such rules and regulations as the Association may adopt from time to time. No animal may be kept, bred or maintained for any commercial purpose. No dog runs, dog houses or the like may be placed or constructed on any residential lot. Household pets will be permitted on the common area of the Subdivision only if on a leash. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with rules and regulations adopted by the Association. Pit bulls and other vicious animals are strictly prohibited in Edge of the Woods. All owners shall strictly comply with all applicable leash laws. No animal may be kept outside of a residence unless someone is present in the residence. Any lot owner shall pick up and remove any solid animal waste deposited by any pet on the subdivision lands.

1.7. Signs: Model Home. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any residential lot without the written permission of the Association. The Association shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all signs. Notwithstanding the foregoing provisions of this Section:

(a) Until such time as Developer has conveyed to others all residential lots in the Subdivision Developer shall be permitted to construct and use sales and construction offices and model
homes on one (1) or more of the residential lots in the Subdivision and to maintain large temporary signs on Bancroft Street advertising the sale of residential lots and

(b) Developer and builders who have purchased residential lots in the Subdivision for resale to others before or after the construction of dwellings thereon shall be permitted to erect temporary "for sale" signs not exceeding 20 square feet per side and, as to builders, approved as to design and color by Developer; and

(c) The owner of a residence and lot may place one "for sale" sign of not more than six (6) square feet per side on the lot being sold. Such sign shall be subject to the approval of the Association or Developer as provided above.

1.8. Storage of Personal Property. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Subdivision, shall be suitably housed within an attached garage, and shall not be allowed on the lots, driveway, or streets.

1.9. Disposal of Rubbish, etc. All rubbish, debris and garbage shall be stored and maintained in containers entirely within a structure or enclosed behind an approved wall with a minimum height of four feet and with an approved access gate; subject, however, to any zoning ordinances regulating the size or location of walls of this type. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Association.

1.10. 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 24 hours without the prior written consent of the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of 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. A lot owner and residence thereof may not keep more than two vehicles within Edge of the Woods on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with, providing services to the subdivision. All vehicles parked within the subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Edge of the Woods for more than 24 hours, and no major repair of any vehicle shall be made on any of the property which constitutes Edge of the Woods lands.
1.11. Maintenance. Each lot owner shall maintain his residence and all improvements upon his lot in first-class condition at all times, including, but not be limited to, all trees and landscaping installed on any lot. 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; and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of the same shall be permitted. No lot owner shall change the exterior color of his residence without the consent of the Association. All sidewalks, driveways, and parking areas within the owner's lot or serving the owner's residence shall be cleared of debris and cracks, damaged and/or eroding areas on same shall be repaired, replaced, and/or resurfaced as necessary.

ARTICLE II
ARCHITECTURAL CONTROL

2.1. Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, fences, walls, decks, patios, driveways, hedges, garages, basements and other enclosures) to be constructed within the Subdivision shall be submitted for examination to the Architectural Control Committee (hereinafter described) and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Architectural Control Committee shall approve, reject or approve with modifications all submissions within twenty (20) days after submission of the plans and specifications required hereunder to the Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure, improvement or alteration, the grading plan for the building site, the finished grade elevation thereof, and the finish of the exposed surface of the common wall along the lot line dividing each pair of residential lots. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof with its records. In reviewing plans and specifications, the Architectural Control Committee may require submission for approval of all brick, siding colors, roof selection, landscape plans, and driveway locations. All owners shall submit for approval any and all locations of ingrown pools, decks, basketball hoops, playground sets, and similar items prior to installation to the Architectural Control Committee for review and approval as determined by the Committee.

2.2. Membership of Architectural Control Committee. The Architectural Control Committee shall be composed of two (2) members, all of whom shall be appointed by the
Developer until such time as the Developer shall have sold and conveyed all of the
residential lots in the Subdivision to others and residences shall have been erected on all
of the residential lots in the Subdivision. Thereafter, the Association shall have the right to
appoint the members of the Architectural Control Committee. The Developer hereby
expressly reserves to itself and to its successors and assigns: (i) the right and privilege to
assign its appointment rights under this Section 2.2 to any successor to its interest as
Developer of the Subdivision; and (ii) the right and privilege to relinquish to the Association
its said appointment rights. Such assignment or relinquishment shall become effective from
and after the time a written instrument evidencing such assignment or relinquishment
signed by the Developer or by its successors or assigns shall be filed for record with the
Lucas County, Ohio Recorder. Upon relinquishing its rights of membership or appointment,
Developer shall have no further rights or obligations with respect to the Architectural
Control Committee and all rights of appointment shall thereafter accrue to and be held by
the Association.

2.3. Architectural Standards: Harmonious Plan. In requiring the submission of
detailed plans and specifications as herein set forth, Developer intends to assure the
development of The Edge of The Woods as an architecturally harmonious, artistic and
desirable residential subdivision following a common landscape theme, with individual
residences to be constructed in such architectural styles, of such materials, in such colors,
and located in such manner as to, in the judgment of the Architectural Control Committee,
complement one another and promote the harmony and desirability of the Subdivision
taken as a whole. In approving or withholding its approval of any plans and specifications,
the Architectural Control Committee shall have the right to consider the suitability of the
proposed building or structure and of the materials of which it is to be built to the building
site upon which it is to be erected and the appropriateness and harmony of the
contemplated improvements in relation to improvements on adjacent residential lots and
in relation to the general plan for the development of The Edge of The Woods as well as
the artistic and architectural merits of the proposed building or structure, its effect on the
view and outlook from neighboring residential lots, the extent to which its location and
configuration preserves the natural attributes, including the trees thereon, of the residential
lot, and such other matters as may be deemed to be in the interest of the owners of
residential lots in The Edge of The Woods as a whole. Any determination made by the
Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.4. Location of Structures: Extensions into Common Areas. All dwellings and
accessory structures in the Subdivision shall be erected wholly within the residential lot
lines and no closer to any of the roadways than the lot lines of the residential lots as shown
on the recorded plat. If approved by the Architectural Control Committee and subject to
applicable laws and regulations, roof overhangs, gutters, bay windows, chimneys, patios,
open porches, decks, walkways, driveways, fences, decorative walls of wood, masonry or
metal composition, privacy screens and shrubbery may extend into the side yards
immediately adjacent to dwellings which have been erected wholly within the residential
lot lines subject to Developer’s approval. In addition, the Architectural Control Committee
may permit, subject to applicable laws and regulations, the owners of residential lots which
that: (i) the area of such yards and plantings shall not exceed that which is reasonably necessary in the judgment of the Architectural Control Committee, to aesthetically complement the adjacent residence; (ii) the yard and plantings shall be installed and maintained in accordance with a landscape plan approved by the Architectural Control Committee solely at the expense of the benefited owner, and (iii) the Association shall have the right to terminate such usage and remove any plantings if the owner does not replace such plantings as required and does not maintain such lawns and plantings in first-class condition.

2.5. **Maximum Height.** Subject to applicable laws and regulations, no structure constructed or erected within the subdivision shall be greater than two and one-half (2 ½) stories or thirty-five feet (35') above grade at the main (first) floor level, unless approved by the Architectural Control Committee.

2.6. **Landscaping.** Developer may establish a master plan for the landscaping of the Subdivision, which master plan shall serve as a model in the preparation of all individual landscaping plans for residential lots. True copies of any such master landscaping plan shall be filed with the Association. Prior to commencement of construction on any residential lot, an individual landscaping plan for such lot shall be submitted to and approved by the Developer. All landscaping shall be installed and completed prior to the date of occupancy of a residence unless occupancy occurs after November 1 and before March 1, in which case such landscaping shall be installed and completed not later than the following April 30. Unless otherwise directed by the Association, all such landscaping shall be maintained and repaired by the owner of such residence.

2.7. **Trees.** Subject to the provisions for yards and plantings under Section 2.6 above, Developer and the Association shall preserve, insofar as possible and consistent with the development of The Edge of The Woods the trees and natural attributes of the common areas. No trees greater than six inches in diameter at four feet above grade shall be removed in connection with the development of any residential lot except as approved by the Architectural Control Committee or Developer and as shown on the approved site plan for the construction.

All lot owners shall install two (2) "Crimson King Maple" street trees two and one-half inches (2 ½") minimum in size on each lot at time of landscape installation between the sidewalk and the curb at lot owner's expense. All lot owners shall install an underground sprinkler system in all front yards and maintain the system in proper working order as required by the Architectural Control Committee.

All owners of Lots Number 8, 9, 10, 11, 12, and 13 shall install prior to occupancy a screen cedar wall at the rear property line on Weirford. The wall shall be a minimum of
2.8. Establishment of Grades. The developer shall have the sole and exclusive right to establish grades, slopes and swales on the common area and on all residential lots and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Edge of The Woods. All final grades established shall be subject to Lucas County approval and acceptance.

2.9. Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement or subsequent to completion of construction, including any change in exterior colors or materials, without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions and shall be removed at the owner's cost.

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

2.11. Fencing. No fence, hedge, wall or enclosure of any kind for any purpose shall be erected, placed, or suffered to remain upon any lot, nor shall any fence be erected, placed, or suffered to remain upon any lot until the written consent of the developer has been first obtained therefor, and subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated a four-rail English hurdle treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved fencing on the lot owner's side of the fence, provided the written approval of the developer is first obtained. After all lots are sold by the developer and a single-family residence is constructed on each lot, the association shall replace the developer with respect to the approvals required by this Section 2.11. The installation of a screen cedar wall in the rear of Lots 8, 9, 10, 11, 12, and 13 as required in Section 2.7 hereof shall be an exception to this Section 2.11.

2.12. Voting by Architectural Control Committee: Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the committee, not less than two days' notice of a meeting shall be given each member in writing or by telephone.
at his residence address. Two members of the Architectural (control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in The Edge of The Woods as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

2.13. **Construction In Violation Of Approved Plan.** Developer, his successors and assigns, reserves and hereby grants the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing, or condition that may be or exist 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, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at all times have the right to enforce the same.

**ARTICLE III**

**UTILITY EASEMENTS OVER RESIDENTIAL lots: DRIVEWAY EASEMENTS**

3.1. **Utility Easements Across Lots and Through Dwellings.** In establishing the easements for and location of utility lines over the common area of the Subdivision, Developer may determine it to be an aesthetic benefit to and in the best interest of the Subdivision to locate such utility lines and the surface improvements serving such lines (such as electrical transformers and meters) in the common area lying between residential lots to minimize the number of such installations which will be visible in the Subdivision. In such event, the utility lines serving one residential lot may extend over the adjacent residential lot and/or through the dwelling located on such adjacent residential lot. Where such situation should occur, there is hereby created an easement for such lines over the servient lot and, to the extent necessary, through any dwelling located thereon for the benefit of the benefited lot and the dwelling located thereon with right of access, upon
reasonable notice, to maintain, replace and repair such lines at the sole cost of the benefited lot and in such manner as will cause the least disturbance to the servient lot.

3.2 Driveway Easements. The plat of The Edge of The Woods establishes driveway and access easements from each residential lot to the private roadway shown thereon, thereby providing access from each residential lot to the public roadways over such easements and over the private roadways located within the Subdivision. Such easements shall be for the exclusive benefit of the residential lots to which such driveways give access. The cost of maintenance, repair and replacement of all driveways shall be borne by the owners of the residential lots holding easement rights over them. There shall be no shared driveways.

ARTICLE IV
THE EDGE OF THE WOODS ASSOCIATION

4.1 Membership in Association. All owners of residential lots in The Edge of The Woods and all persons who hereafter acquire title to a residential lot in the Subdivision, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, the Declaration of Restrictions, and the Articles of Incorporation and Code of Regulations of the Association.

4.2 Rights of Members. Each member of the Association, in common with all other members, shall have the right to use the roadways, the common area and the utility easements in the Subdivision for all purposes incident to the use and occupancy of the member's residential lot as a place of residence and shall have a nonexclusive easement together with the other owners of residential lots to the use and enjoyment of the roadways, the common area and the utility easements. All members of the Association shall use the roadways, the common area and the utility easements in such manner as will not restrict, impede, or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants, except to the extent that the Architectural Control Committee has approved the extension into the common areas immediately adjacent to dwellings erected on a residential lot of roof overhangs, gutters, bay windows, chimneys, patios, open porches, decks, walkways, driveways, fences, decorative walls, privacy screens or shrubbery.

4.3 Association Rights. The Association shall have the power and right:
(a) 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, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.
(b) 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.

(c) to collect and dispose of funds as provided in Section 5.4 hereof.

(d) 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 and (ii) any other such areas as it deems appropriate.

(e) 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.

(f) to acquire title from Developer to all detention ponds, common area, and utility easements which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of The Edge of the Woods and to manage, maintain, improve and repair such detention ponds, common area, buffer lots, pump station, and utility easements.

(g) to enforce all provisions herein and in the recorded plat of The Edge of the Woods.

(h) to adopt reasonable rules and regulations of general application governing the maintenance and rental of dwellings and the detention ponds, common area, and utility easements on the recorded plat of the Subdivision.

(i) in the event an owner of any residential lot fails to repair and maintain the exterior of the residence on that lot or the landscaping on or adjacent to that lot in first-class condition within forty-five (45) days after delivery of notice from the Association to his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required (if such notice is not hand delivered it shall be sent by certified mail, postage paid, return receipt requested); then the Association, upon the affirmative vote of a majority of its Trustees, shall have the right to enter upon said residential lot and to repair and maintain the exterior of such residence or the adjacent landscaping with the cost of any such repair or maintenance being added to and becoming a part of the Association’s assessment against said residential lot.

(j) to carry out all other purposes for which it was organized or which it may hereafter be authorized to undertake.
4.4. Ownership Of Common Area. Notwithstanding the provisions of \[4.1 cf this
Article IV and any designation of “common area” on the recorded plat of The Edge of The
Woods, 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 such common
area unless and until Developer shall convey such common area to or for the benefit of the
Association. Thereafter, the owners of the residential lots in the Subdivision shall have only
dozen rights with respect to the common area as are granted them hereunder and under
the Articles of Incorporation and Code of Regulations of the Association. Developer, by
its execution and recording of these restrictions and the platting of The Edge of The Woods
does not represent or warrant that it will, and shall not be obligated to, convey any such
common area to or for the benefit of the Association prior to the conveyance of the first
residential lot by Developer to a third party.

ARTICLE V
ASSESSMENT OF OWNERS

5.1. Annual Assessment. For the year commencing January 1, 2000, and each
calendar year thereafter, each and every residential lot and residential lot owner in The
Edge of The Woods shall be subject to an annual assessment in such amount as may be
annually determined by the Association through its Board of Trustees. The assessment
for each calendar year shall be determined by the Association prior to the end of the
preceding calendar year and shall be paid to the Association in one (1) installment. The
assessment for any residential lot owned by Developer shall be one-quarter (1/4) of the
amount applicable to all other residential lots. The minimum annual fee shall be $250.00
per year paid annually.

5.2. Special Assessments. In the event a majority of the Board of Trustees
determines that the Association has an urgent need for funds which may not be satisfied
through the payment of the installments of the annual assessment, a majority of the Board
of Trustees may authorize the levying of a special assessment. The Board shall establish
the amount and due date of the special assessment which shall not be sooner than twenty
(20) days following notice to the members that such assessment has been levied. Any
special assessment shall be subject to the provisions of Section 5.3. Special assessments
against a particular lot or group of lots in the Subdivision for matters affecting only such lots
may be levied only by written agreement between the Association and the owners of the
lots so affected.

5.3. Assessment Lien; Enforcement of Payment. The annual assessment shall
become a lien against each residential lot on the first day of the year for which it is due and
special assessments shall become a lien on the date notice of the special assessment is
given to the member. Annual and special assessments shall also be the personal
obligation of the owner (and the joint and several obligation of all owners if more than one)
of each residential lot at the time when the assessment becomes a lien. Members who fail
to pay any annual or special assessment or any installment thereof within twenty (20) days
of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the annual or special assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:

**Notice of Lien**

Notice is hereby given that The Edge of The Woods Association claims a lien for unpaid annual assessments for the year(s) in the amount of $____–____$ and special assessments in the amount of $____–____$ against the following described premises:

(Insert legal description)

The records of the Association indicate that (are) the present owners) of such premises.

THE EDGE OF THE WOODS ASSOCIATION:

By: ________________

STATE OF OHIO )

) SS:

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this ________ day of ___, 19____, by ________ of THE EDGE OF THE WOODS ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In the event any installment of any assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses of collection and foreclosure in that behalf, including attorney fees. No owner may waive or otherwise escape liability for any assessment provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale
or transfer of any residential lot pursuant to foreclosure of a first mortgage which was recorded prior to the notice of lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the owner(s) of such lot for such assessment. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.4. Application of Assessments. The annual assessments shall be levied against all residential lots in The Edge of The Woods except for any lots owned or leased by the Association for the common use and enjoyment of the owners of residential lots in the Subdivision. The assessments may be applied toward the payment of the following costs and expenses:

(a) Fire, casualty and liability insurance to protect the Association and its Trustees and members, for liability incident to the ownership and use of the detention ponds, the common area and the utility easement areas and, with respect to the Trustees, their actions as Trustees.

(b) Landscaping, fencing, gardening, sprinklers, snow removal on public walks and trash removal, or maintenance of any fence serving the common area and maintenance, improvement, repair and replacement of detention ponds and sanitary sewer, and the facilities and equipment located on the common area and the utility easement areas.

(c) Employment of security personnel and facilities for the benefit of all of the owners of residential lots in the Subdivision.

(d) Employment of services and personnel required for the maintenance or operation of detention ponds and sanitary sewer, the common area and the utility easement areas and facilities located thereon; the operation of the Association, and the enforcement, if necessary, of the terms and conditions of this Declaration of Restrictions, the Articles of Incorporation and Code of Regulations of the Association, and any violations or infractions thereof, including legal and accounting services.

(e) All real estate, personal property and other taxes levied against the Association or any of the common areas and utility easement areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets.

(f) Operation and maintenance of all underground utility lines owned by the Association, if any.
Any other costs and expenses reasonably incurred by the Association in performing its obligations under these Restrictions or under the Articles of Incorporation or Code of Regulations of the Association.

The establishment of reserves to pay the estimated future costs of any of the foregoing.

Any costs or expenses incurred for the repair or maintenance of the lift station and pump including, but not limited to all discharge lines, electrical wiring, and lift station panel.

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.

5.5. Certificate of Payment. Upon demand of any residential lot owner and after payment of a reasonable charge therefor, the 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 assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE VI
EASEMENTS

6.1. Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and use of electric light, cable vision, telephone and telegraph poles, wires and conduits, including underground facilities, to serve the Subdivision, the residential lots therein, and any adjacent land to the Subdivision; for the private roadway within the Subdivision; and for drainage, sewers, pump stations, and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the subdivision, the residential lots therein and adjacent thereto, over, under, or under all of the areas designated as "Common Area," "Utility Easement," "Private Right" and "Easement for Roadway and Utility Purposes, "Storm Water Detention Area," "Easement for Access and Utility Construction" or with words of similar import, on the recorded plat of The Edge of The Woods and along and upon all roadways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and 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 "Common Area," "Utility Easement," "Pump
Station," "Easement for Access and Utility Construction," "Storm Water Detention Area" or with words of similar import, upon the Worded plat of The Edge of The Woods except as expressly authorized under paragraph 2.4 hereof. The term "structures" as used in the preceding sentence shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.

More specifically, Developer reserves to itself, and its successors and assigns, the exclusive right, right-of-way and easement (1) for the installation, maintenance, and dedication to public use of a future roadway connecting "Woods Edge Court" and any adjacent land to the subdivision, (2) for the construction, operation, maintenance and use of electric light, including underground facilities to serve any adjacent land to the Subdivision, and (3) for drainage, sewers, pump station, and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of adjacent land on, over, below, or under all of the areas designated as "Outlet A, "Utility Easement," "Common Area," "Easement for Roadway and Utility Construction," and "Easement for Access and Utility Purposes" or words of similar import, on the recorded plat of The Edge of The Woods, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in the Subdivision.

ARTICLE VII
DURATION OF RESTRICTIONS, AMENDMENTS

7.1. Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the first day of January, 2020, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

7.2. Amendments: Termination. These covenants and restrictions may be amended prior to January 1, 2020 and may be amended or terminated on or after January 1, 2020 with the written approval of the then owners of not less than two-thirds (2/3) of the residential lots in The Edge of The Woods, which amendment or termination shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating such action signed by all approving residential lot owners with the formalities required by law. In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property shall automatically thereupon be transferred to the then owners of the residential lots in the Subdivision with each owner having an equal undivided interest in the common areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition in the common areas and facilities through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the Subdivision.
ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS, 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, the Architectural Control Committee, or any person or persons owning any residential lot in the Subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any of these covenants or restrictions to prevent or enjoin him or them from so doing, to cause the removal or cessation of any violation, and to recover damages for such violation or attempted violation.

8.2. Saving Clause. The invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by the act of the owners of residential lots in The Edge of The Woods shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

8.3. Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in The Edge of The Woods shall be made subject to these restrictions.

8.4. 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 or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Association or the Architectural Control Committee.

8.5. Developer's Rights Assignable; Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the Office of the Recorder of Lucas County, Ohio. Developer shall have the right to enforce, construe and interpret these restrictions and its construction and interpretation, made in good faith, shall be final and binding as to all persons and property benefited by such restrictions. Developer reserves the right to relinquish its power to construe, interpret and enforce these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association and all obligations of Developer hereunder shall terminate.

8.6. No Waiver of Violations. The failure to enforce any violation or breach of any of the provisions of this Declaration of Restrictions, no matter how frequent, shall not abrogate or invalidate any such provisions nor shall it constitute a waiver of any subsequent violation or breach.
8.7. **Limitation of Warranties; Indemnification of Trustee, etc., of Association.** By acceptance and recording of a deed to a residential lot in the Subdivision each lot owner shall be deemed to have acknowledged and agreed that there are no representations or warranties, express or implied, by the Developer to the Association or any lot owner, or by the Association to any lot owner with respect to (i) the merchantability, fitness, or suitability of the residential lots for the construction of residences or any other purpose, (ii) any improvements to or for the benefit of the Subdivision whether constructed by or at the direction of Developer or under Developer's supervision, or (iii) any other aspect or feature of the Subdivision other than as expressly stated in writing (x) by the Developer to the lot owner; or, (y) in this Declaration of Restrictions; or, (z) in the Articles of Incorporation and the Code of Regulations of the Association. The Articles of Incorporation of the Association provide that the Trustees, officers, employees and agents of the Association shall be indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including their actions taken under this Declaration of Restrictions.

8.8. **Waiver of Restrictions by Architectural Control Committee.** Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plot or of any provision of these restrictions would work a hardship, the Architectural Control Committee may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

8.9. **Modification of Restrictions: Hardship.** In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted that would cause the enforcement of these restrictions to become a hardship upon any of the owners of residential lots, or which would cause such restrictions to cease being beneficial to the owners of such residential lots, Developer and/or any owner or owners of residential lots shall have the right to modify these restrictions so as to remove the hardship, or cause the restrictions to be beneficial to all residential lot owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modification to these restrictions and signed by the owner or owners of at least fifty percent (50%) of the residential lots in The Edge of The Woods with the formalities required by law. The provisions of this paragraph shall not be construed as a limitation upon the right of the Architectural Control Committee to modify the provisions of these restrictions as provided in §38.8 or a modification of the procedure for amending these restrictions as provided in §7.2 under any other circumstances.
8.10. **Paragraph Headings.** The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

**IN WITNESS WHEREOF,** Gary L. Grup, the Developer, has caused this Declaration of Restrictions to be executed on its behalf on January 30, 2000, and The Edge of The Woods Association, the Association, acting by and through its duly authorized officers has caused this Declaration of Restrictions to be executed on its behalf on January 30, 2000.

**By: Babies:**

Anne O'Shea

**By:**

Gary L. Grup

**By:**

R. Michael Frank, Trustee

**THE EDGE OF THE WOODS,**

an Ohio non-profit corporation:

Anne O'Shea

**By:**

John W. Marx
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this __ day of

JANUARY 2000

Gary L. Grup.

Notary Public

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this __ day of

JANUARY 2000

by Gary L. Grup, President of The Edge of The Woods, an Ohio
non-profit corporation, on behalf of the corporation.

Notary Public

8600

RECEIVED & RECORDED

FEB 07 2000 4:01 PM

SUE RIOUX
RECORDER LUCAS COUNTY OHIO