The Ridge at
Wrenwood Plat I

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DECLARATION OF RESTRICTIONS FOR

THE RIDGE AT WRENWOOD PLAT I

SUBDIVISION IN THE TOWNSHIP OF MONCLOVA

LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by WRENWOOD HOLDING COMPANY, LTD., an Ohio limited liability company, hereinafter called "Developer", and THE RIDGE AT WRENWOOD HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in The Ridge at Wrenwood Plat I, a Subdivision in the Township of Monclova, Lucas County, Ohio as shown on the recorded plat of same ("Plat" or "plat") recorded at 200501040000711 Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "the Ridge"); and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots ("lots" or "residential lots") in the Ridge and any future plats of the Ridge; and

WHEREAS, Association is or will be the record owner of all that portion of the Ridge designated as Common Area Lots "A", "B" and "C" (sometimes also "Common Areas") on the plat including any portions thereof shown to be used for roadway, pedestrian access and utility purposes, including the walkway/path shown on the plat and a private sanitary pump station that serves all of the lots, as well as recreational, drainage and open space purposes; and

WHEREAS, the Ridge is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Monclova, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of the Ridge, a subdivision in the Township of Monclova, Lucas County, Ohio, shall hereafter be conveyed by them, their respective successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

All transfers and conveyances of each and every lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

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These covenants and restrictions may be amended prior to January 1, 2025, or may be amended or terminated after January 1, 2025, by the Developer unilaterally as long as it owns one lot in the subdivision or by then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the Developer or then owners of at least two-thirds (2/3) of said lots, as the case may be, with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined), or the owner of any lot in the Ridge shall each have the right, independent of another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

**RESIDENTIAL LOTS**

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single-family dwellings, together with the usual accessory uses pertaining thereto. Group homes are specifically deemed not to be "single or two-family" purposes.

The fifty-two (52) residential lots located as shown on the plat shall be residential lots and the remainder of the real estate included in the subdivision designated as Common Areas shall, except as otherwise provided for herein, be used exclusively for roadway, pedestrian access, drainage and/or utility and open space purposes as shown on the plat. The Developer reserves the right to expand the subdivision to any adjacent property.

**ARCHITECTURAL CONTROL**

No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways, landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been first approved in writing by the architectural control committee (hereinafter
sometimes called "committee"). All garages will be side-loaded Lots 1-11, 13-15, 17, 36, 39, 41, 42, 44-
52 shall all be right-side load and Lots 12, 16, 18, 19, 20-35, 37, 38, 40, 43 shall all be left-side load. No
vinyl or aluminum siding will be permitted. As a minimum a 32" brick wainscote shall be required on the
sides and rear of all homes.

Such detailed plans and specifications shall show the size, location, type, architectural design,
material construction, color scheme and grading plan for the lot or area and the finished grade elevation
thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that
the committee can retain a true copy thereof with its records.

All residential dwellings must be erected wholly within the residential lot lines and no closer to
any of the roadways than the building lines of the residential lots as shown on the recorded plat.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five
(35) feet. The minimum square footage of all residential dwellings erected within the subdivision
(exclusive of garages, basements and patios) shall be two thousand four hundred (2,400) square feet for
Lots 1 - 27 and three thousand (3,000) square feet for Lots 28 - 52.

The purpose of requiring detailed plans and specifications as herein set forth is to develop the
Ridge as an architecturally harmonious, artistic and desirable residential subdivision having an open-space
atmosphere with residences located in a planned manner following a precise landscape plan.

Every lot in the subdivision shall be used only for single-family residential purposes. No structure
or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of
the building setback lines as shown on the Plat. Said portion of any lot shall not be used for any purpose
other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use
of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or
shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations,
for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or
field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush
or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot, and
no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence,
hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon
any residential lot, until the written consent of Developer shall have been first obtained therefor and
shall be 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. Furthermore, each lot owner,
prior to occupancy of any residence, shall plant a minimum of two (2) trees of at least 2½" diameter (as
measured 3' from grade) in the required front yard of each lot, and two (2) 2¼" Norway maple trees
between the curb and sidewalk, and continually maintain and replace same in a first-class condition
thereafter.

In approving or withholding approval of any detailed plans and specifications submitted to it, the
architectural control committee may consider the appropriateness of the improvement contemplated with
relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is
proposed to be constructed and such other matters as may be deemed to be in the interest and benefit
of the owners of lots in the subdivision as a whole. Any determination made by the committee in good
faith shall be binding on all parties in interest. Under no circumstances will any fences be permitted
within any of the Common Areas.

The committee shall initially be Donald J. Ulrich. All decisions of the committee shall be made by
a simple majority vote of the members. Members of the committee shall be appointed by the Developer
until such time as Developer has conveyed to others all of the residential lots in the subdivision and
residential structures have been erected on each of such residential lots. Thereafter, members of the
committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all
lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the
members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements. All driveways shall either be asphalt or concrete.

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

No trees of eight (8) inch diameter or larger as measured from three (3) foot off-grade shall be removed from any area outside of the building envelope plus fifteen (15) feet without previous written approval from the Developer.

THE RIDGE AT WRENWOOD HOMEOWNERS’ ASSOCIATION

All owners of lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association 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 plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot. The Developer reserves the right to expand the Association to any adjacent property whose owners will then become members of the Association pursuant to restrictions similar to this Declaration.

Each member of the Association, in common with the owners of certain adjacent properties and all other members as owners of residential lots in the subdivision, shall have the right to use a certain walkway location on Lot C of the Common Areas pursuant to a separately recorded Grant executed by the Developer and recorded subsequent hereto (“Grant”).

All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the committee has approved the extension into any portion thereof immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, privacy screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes, which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision, including, but limited to, all costs associated with the maintenance, repair and operation of all the Common Area Lots, a certain private sanitary pump station located on an easement area within the Plat, and a certain pedestrian walkway easement area created under the Grant and shown on the Plat.

ASSESSMENTS

For the calendar year 2005 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal monthly, quarterly, semi-annually or annual installments as determined by the Association during the calendar year for which the assessment is levied; payable by each residential lot owner to the Association.
Commencing in 2005, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas, including but not limited to, the private sanitary pump station, the watering of all landscaping placed thereon, as well as the maintenance and operation of a certain scenic walkway which shall be dedicated by the Association pursuant to the Grant. In addition, the Association shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on the Common Areas pursuant to a separate meter or meters for same. It is specifically understood that each lot owner shall water and maintain all landscaping on his lot in such a fashion as to at all times keep same in a healthy and orderly appearance.

**USE AND ACTIVITIES**

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

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. No dwellings 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 therefore by the architectural control committee.
Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such 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.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems. The underground sprinkler system using city water to be installed on each residential site shall be used and maintained by each residential lot owner in accordance with such rules and regulations as are hereafter adopted and amended by The Ridge at Wrenwood Homeowners’ Association, Inc. created pursuant to this Declaration.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the committee or Association.

**DEVELOPER RESERVATION OF RIGHTS**

Developer shall have the exclusive right to consent and grant easements and rights-of-way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the Common Areas designated on the plat and along and upon all highways now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Developer also hereby reserves the right to expand the subdivision to include certain property immediately adjacent to the plat and to include such adjacent property within the subdivision under subsequent plats. Such additional lots shall be subject to restrictions similar to those contained in this Declaration, and all such additional lot owners shall therefore become members of the Association.
GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, 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 of the Common Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 2005, Developer shall maintain all Common Areas in the subdivision as herein required and guarantee to all lot owners that the annual assessment herein provided per lot shall not exceed for said calendar years of 2005 and 2006 the sum of Five Hundred Dollars ($500.00). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

IN WITNESS WHEREOF, Wrenwood Holding Company, Ltd., an Ohio limited liability company, and The Ridge at Wrenwood Homeowners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 4th day of January, 2005.

WRENWOOD HOLDING COMPANY, LTD., an Ohio limited liability company

By: ____________________________
    Donald J. Ulrich, Member

THE RIDGE AT WRENWOOD HOMEOWNERS' ASSOCIATION, INC.
an Ohio non-profit corporation

By: ____________________________
    Donald J. Ulrich, President

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 4th day of January, 2004 by Donald J. Ulrich, Member of Wrenwood Holding Company, Ltd., an Ohio limited liability company, on behalf of said company.

Patricia A. Lammon
Notary Public

Patricia A. Lammon
Notary Public, State of Ohio
My Commission Expires 9-20-09
State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 4th day of January, 2005, by Donald J. Ulrich, President of The Ridge at Wrenwood Homeowners’ Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

[Signature]

Notary Public

Patricia A. Lammon
Notary Public, State of Ohio
My Commission Expires 9-20-2008

CONSENT OF FIRST MORTGAGE HOLDER
FIFTH THIRD BANK
AN OHIO BANKING CORPORATION

The undersigned, Fifth Third Bank, an Ohio banking corporation, as holder of a record mortgage against the property covered by the foregoing Declaration of Restrictions for The Ridge at Wrenwood Plat I, a subdivision in the Township of Monclova, Lucas County, Ohio, does hereby consent to the adoption and recording of the foregoing said Declaration.

This Consent shall be binding upon and inure to the benefit of the undersigned and its successors and assigns.

The undersigned has duly executed this Consent this 30th day of January, 2005.

[Signature]

FIFTH THIRD BANK,
an Ohio banking corporation

By: [Signature]

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 30th day of January, 2005, by [Signature], of Fifth Third Bank, an Ohio banking corporation, on behalf of said corporation.

[Signature]

Notary Public

HOLLY M. STEWARD
Notary Public - State of Ohio
My Commission Expires March 28, 2007

This Instrument Prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker, LLP
608 Madison Avenue, Suite 930
Toledo, Ohio 43604
FULLERICH/The Ridge/Declaration of Restrictions Plat LOC.
CONSENT OF RECORD OWNER

WHEREAS, THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, (hereinafter referred to as "Trustee") is the legal record holder of all the platted lots in the recorded plat of Ridge at Wrenwood Plat I, a Subdivision in the Township of Mondova, Lucas County, Ohio, which plat is recorded in Volume ___ of Lucas County, Ohio Plat Records, pages ___ and ___ (hereinafter referred to as "the Plat"); and *20050104000211

WHEREAS, it is the intention of Trustee to consent to the adoption of the foregoing restrictions for the lots in the Plat, said restrictions having been executed by the beneficial owner of the subject trust, Wrenwood Holding Company, Ltd.

NOW, THEREFORE, Trustee, in consideration of the enhancement in the value of said property by reason of the adoption of the foregoing restrictions, and in furtherance of the aforesaid development plan, does for itself and its successors and assigns, hereby declare, covenant, stipulate and consent that all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Trustee, its successors and assigns, subject to the foregoing restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

The Port Lawrence Title and Trust Company, Trustee, has caused its corporate name to be subscribed to these presents by Fred C. Meyer and Margretta R. Laskey this 4th day of January, 2005.

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE,
an Ohio corporation

By: Fred C. Meyer, Vice President
By: Margretta R. Laskey, President

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 4th day of January, 2005, by Fred C. Meyer and Margretta R. Laskey the Vice President and President of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of said corporation.

Patricia A. Lammon
Notary Public

This Instrument Prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker, LLP
601 Madison Avenue, Suite 930
Toledo, Ohio 43604

Patricia A. Lammon
Notary Public, State of Ohio
My Commission Expires 9-20-09
GRANT AND DEDICATION OF EASEMENT FOR CONSERVATION
AND COMMON AREA WALKWAY

The undersigned, WRENWOOD HOLDING COMPANY, LTD., an Ohio limited liability company
("Grantor"), as record owner of Lot C ("Lot C") in the Ridge at Wrenwood Plat I, a subdivision in
Monclova Township, Lucas County, Ohio ("subdivision"), pursuant to a plat ("plat") thereof recorded at
Lucas County, Ohio Plat Records, does hereby bargain, grant and dedicate
to the Monclova Township Trustees, a political subdivision in Lucas County, Ohio ("Grantee"), on a non-
exclusive basis a perpetual easement over and across Lot C, and as depicted in part on the Plat for use as
open-space and as a pedestrian walkway ("Walkway") by the owners of all lots in the plat, and any future
plots of the subdivision, as well as members of the public, upon the following terms and conditions, and
subject to the following restrictions:

1. Construction of Walkway - The Walkway shall be approximately eight (8) foot wide
and be composed of mulch, and shall be maintained at all times by Grantor as defined in Section 5
hereof. Tree removal shall be limited to only trees absolutely necessary to initially construct the Walkway.
A committee of three (3) individuals to consist of a representative from the Grantor, the adjacent
neighboring owners and Grantee shall oversee the initial location and construction of the Walkway.
Developer agrees to make modifications to Lot C, if necessary, to accommodate construction of the
Walkway within Lot C. No disturbance of the surface of Lot C shall occur, including, but not limited to:
filling; excavating; removing topsoil, sand, gravel, rocks or minerals; or changing the topography of the
land in any manner, except as may be reasonably necessary to carry out uses permitted on Lot C under
the terms of this Easement.

2. Permitted Uses - The purpose of this Easement is to ensure that the scenic and natural
resource values of Lot C will be retained forever. This Easement is intended to prevent the use or
development of Lot C for any purpose or in any manner which would conflict with the perpetual
maintenance of these scenic and natural resource values. By executing this Easement, the Grantor
acknowledges it is giving up all development rights associated with Lot C. In addition, this Easement
includes covenants on the part of the Grantor to refrain from doing certain acts, as set forth below, so
that all uses of Lot C will be consistent with this Easement. Grantee accepts this Easement to conserve
the natural resources and scenic values of Lot C for the present and future generations. The parties
acknowledge that this Easement constitutes a servitude upon the land and runs with the land.
The Walkway shall be used only during the day-time hours three hundred sixty-five (365) days per year but no use may be made of the Walkway prior to sunrise or after sunset on any given day. Signs shall be posted on Lot C stating such limitations. Signs shall be of a wood nature to blend harmoniously with the area and shall be maintained and replaced as needed by Grantor. Signs identifying Lot C as being protected by this Easement and/or identifying the Easement's boundaries shall be erected by Grantor. Signs clearly indicating the use restrictions shall be erected by Grantor at the time the Walkway is constructed. No other signs, billboards or outdoor advertising shall be permitted on Lot C.

No structures may be erected at any time on the Walkway except for benches as may be approved in style and location by the Grantor and Grantee. All benches shall be of a wood nature to blend harmoniously and shall be maintained and replaced as needed by Grantor, and if Grantor fails to do so, Grantee may perform Grantor's obligation and recover its costs from Grantor.

Except for vehicles and equipment used in the maintenance of the Walkway, no motorized vehicles and/or bicycles whatsoever shall be permitted on the Walkway. No horses shall be permitted on the Walkway.

Grantor will be entitled to enforce all of the above restrictions through any and all legal remedies available, including, but not limited to, injunctive relief and actions for any individual or individuals.

3. Access - Public access to the Walkway shall be through and from the subdivision as well as certain real property presently owned by the Grantee and located to the south of the plat. Lot and property owners whose lot or property is contiguous to Lot C ("Contiguous Owners") within and outside of the plat may access the Walkway directly from their respective properties, but shall not cross any one else's property in doing so.

4. Costs, Liabilities and Taxes - Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Lot C, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements. Grantor shall keep Lot C free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantee. The Grantee shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against Lot C by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

5. Maintenance - Maintenance of the Walkway shall include, but not necessarily be limited to, the following: (a) every six (6) months any brush growing into the Walkway shall be trimmed back and weed or plant growth coming up in the Walkway shall be sprayed with roundup, (b) twice per year new mulch shall be put down on the Walkway, (c) Grantor in conjunction with the Army Corp. of Engineers shall make every effort to control erosion in areas where the Walkway is immediately adjacent
to Swan Creek. If erosion causes any portion of the Walkway to become unsafe and/or unusable that portion of the Walkway shall be either relocated or repaired as necessary at Grantor's cost. No trash, garbage, refuse or unsightly or offensive materials of any kind shall be placed, collected or stored on Lot C. If Grantor shall fail to conduct these maintenance activities, the Contiguous Owners and/or Grantee may request in writing that Grantor perform such required maintenance within thirty (30) days of such written notice. If Grantor fails to perform said maintenance after said notice, then the Contiguous Owners and/or Grantee may have the maintenance performed and recover the costs of same to Grantor. In that regard, Grantor may levy and collect as part of the Common Area expense for the subdivision, to be paid by all Lot owners in the subdivision, all costs necessary to so maintain an Insure the Walkway. Grantor agrees to include within the recorded restrictions for each plat in the subdivision references to this Grant and the obligations of the Grantor hereunder.

6. Enforcement - If the Grantee becomes aware of an actual or threatened event of noncompliance with this Easement, Grantee shall give notice to Grantor of such event or circumstance via certified mail, return receipt requested, and demand corrective action to cure and abate such event or circumstance of noncompliance and to restore Lot C to its previous condition. If such an event is corrected through negotiation and voluntary compliance, the Grantor shall reimburse Grantee all reasonable costs incurred as a result of the noncompliance, including staff time, attorney's fees and restoration costs. If the Grantor fails to discontinue, abate or take such other corrective action as may be demanded by Grantee, the Grantee shall have the right to bring an action in law or in equity in a court of competent jurisdiction to enforce the terms of this Easement; to enjoin the violation through injunctive relief; to seek specific performance; and to recover any damages arising from noncompliance. Such damages, when recovered, may be applied by Grantee to corrective action on Lot C. If a court determines that the Grantor has failed to comply with this Easement, the Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorney's fees, in addition to any other payments ordered by the Court. If Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Easement and that Grantee has initiated litigation without reasonable cause or in bad faith, the Grantor shall reimburse Grantee for any reasonable costs of defending such action, including court costs and reasonable attorney's fees. The parties acknowledge that actual or threatened events of noncompliance of this Easement constitute immediate and irreparable injury, loss, and damage to Lot C and accordingly entitle Grantee to such equitable relief as the court deems just and appropriate including, but not limited to, injunctive relief and specific performance. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in Lot C resulting from causes wholly beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, any action by a trespasser, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to Lot C resulting from such causes. If there is an actual or threatened event of noncompliance, any delay or omission by Grantee in the exercise of its rights shall not be construed as waiver or otherwise impair its rights. The remedies described in this section are in addition
to, and not in limitation of, all other remedies available to Grantee at law, in equity, or through administrative proceedings.

7. Amendments - This Grant and Dedication shall run in perpetuity and shall be binding upon Grantor, its successors and assigns. Grantor may transfer Lot C to a non-profit homeowners’ association formed for purposes of all owners in the plat and/or any future plats of the Subdivision and thereupon be released of and from all rights, duties and liabilities hereunder. This Grant may be amended by the Grantor and Grantee pursuant to a written recordable document executed by Grantor and Grantee, provided, however, that any amendment or modification that would: (a) preclude or limit access to the Walkway by the general public from sunup to sundown, three hundred sixty-five (365) days per year; (b) would result in any charge or payment for access to the Walkway; (c) would impose an unreasonable burden or restriction on access to the Walkway; or (d) change the right of approval described herein shall not be effective unless the owners of the tax parcels that are immediately contiguous to the Ridge at Wrenwood, Plat 1, a subdivision in Monclova Township, Lucas County, Ohio ("adjacent owners") have received notice of the proposed changes and a public hearing is held to consider such changes prior to any action by the Trustees. Grantor and Grantee acknowledge that the adjacent owners are, among others, third party beneficiaries of this Agreement.

Grantor and Grantee may from time to time enact other rules, restrictions and regulations governing the use of the Walkway which shall be binding upon all entitled to its use pursuant to this Grant and Dedication, provided, however: (a) under no circumstances will members of the general public be prohibited from accessing the Walkway from sunup to sundown, three hundred sixty-five (365) days per year, pursuant to the provisions of this Grant, and (b) all such modifications to the rules, restrictions or regulations made by Grantor must also be approved by the Grantee in writing.

8. Severability - If a court determines that a provision(s) of this Easement is invalid the remaining provisions shall remain in full force and effect. Similarly, if a court determines that the application of this Easement to a particular person or circumstance is invalid, its application to other persons or circumstances shall remain in full force and effect. This Grant shall be recorded at Grantor's cost.

9. Release, Hold Harmless Provision - The Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, trustees, officers, employees, agents and contractors, and the heirs, executors, administrators, successors and assigns of each of them (collectively, the "Indemnified Parties"), from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about Lot C, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation or requirement, including, without limitation, CERCLA and any corresponding state law or statute, by any person other
than the Indemnified Parties, in any way affecting, involving or relating to Lot C; (c) the presence or release in, on, from or about Lot C, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (d) the obligations, covenants, representations, and warranties of Sections 8 and 9 hereof.

10. Grantee's Rights - To accomplish the purpose and to assure compliance with this Easement the Grantee shall have the following rights: (a) the right to enter upon Lot C at reasonable times to monitor compliance with this Easement, to enforce the terms of this Easement, or to conduct scientific or related investigations of Lot C, (b) the right to prevent any activity on or use of Lot C that is or may be inconsistent with the provisions of this Easement and to require the restoration of all areas or features of Lot C that are damaged by such activity or use pursuant to the remedies provided for in Section 6 hereof, titled, Enforcement.

THIS GRANT has been duly executed by Grantor this 4th day of January, 2005.

WRENWOOD HOLDING COMPANY, LTD.,
an Ohio limited liability company

By: ________________________________
    Donald J. Ulrich, Member

State of Ohio, Lucas County, ss:

The foregoing instrument was acknowledged before me as of this 4th day of January, 2005, by Donald J. Ulrich, member of Wrenwood Holding Company, Ltd., an Ohio limited liability company, on behalf of said company.

______________________________
Patricia A. Lammon
Notary Public

CONSENT OF FIRST MORTGAGE HOLDER
FIFTH THIRD BANK
AN OHIO BANKING CORPORATION

The undersigned, Fifth Third Bank, an Ohio banking corporation, as holder of a record mortgage against the property covered by the foregoing Declaration of Restrictions for The Ridge at Wrenwood Plat I, a subdivision in the Township of Monclova, Lucas County, Ohio, does hereby consent to the adoption and recording of the foregoing said Declaration.

This Consent shall be binding upon and inure to the benefit of the undersigned and its successors and assigns.

The undersigned has duly executed this Consent this 3rd day of January, 2005.

FIFTH THIRD BANK,
an Ohio banking corporation

By: ________________________________
    ________________________________
State of Ohio, County of Lucas, ss:

The foregoing Instrument was acknowledged before me this 30th day of January 200X by 

_________________________ 

V.P.

of Fifth Third Bank, an Ohio banking corporation, on behalf of said corporation.

_________________________

Notary Public

HOLLY M. STEWARD
Notary Public - State of Ohio
My Commission Expires March 28, 2007

This Instrument Prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker, LLP
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

This document contains a scanned signature of a Notary Public. It is not a digital signature and should not be used in a digital context.
CONSENT OF RECORD OWNER

WHEREAS, THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, (hereinafter referred to as "Trustee") is the legal record holder of all the platted lots in the recorded plat of Ridge at Wrenwood Plat I, a Subdivision in the Township of Monclova, Lucas County, Ohio, which plat is recorded in Volume _____ of Lucas County, Ohio Plat Records, pages ____ and ____ (hereinafter referred to as "the Plat"); and
*200501040000711

WHEREAS, it is the intention of Trustee to consent to the adoption of the foregoing Grant of Easement for said Grant having been executed by the beneficial owner of the subject trust, Wrenwood Holding Company, Ltd.

NOW, THEREFORE, Trustee, in consideration of the enhancement in the value of said property by reason of the adoption of the foregoing Grant, and in furtherance of the development plan for the Plat, does for itself and its successors and assigns, hereby consent to the execution, delivery and recording of said Grant.

The Port Lawrence Title and Trust Company, Trustee, has caused its corporate name to be subscribed to these presents by Fred C. Meyer and Margretta R. Laskey, this 4th day of January, 2005.

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE,
an Ohio corporation

By: Fred C. Meyer, Vice President

By: Margretta R. Laskey, President

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 4th day of January, 2005, by Fred C. Meyer and Margretta R. Laskey the President of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of said corporation.

Patricia A. Lammon
Notary Public

This Instrument Prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker, LLP
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

Patricia A. Lammon
Notary Public, State of Ohio
My Commission Expires 9-20-09