The Villas at Silverbuck
Plat I

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DECLARATION OF RESTRICTIONS

FOR

THE VILLAS AT SILVERBUCK PLAT I

VILLAGE OF SWANTON, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by SILVERBUCK, LLC, an Ohio limited liability company, hereinafter called "Developer", and THE VILLAS AT SILVERBUCK 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 Plat I of the Villas at Silverback ("plats"), a subdivision in the Village of Swanton, Lucas County, Ohio as shown on the recorded plat of same recorded at Book 219, page 268, of the Lucas County, Ohio Record of Votes (hereinafter, along with any future plats of the Subdivision, sometimes called "the subdivision" or "Silverback Villas"); 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 ("lot" or "residential lots") in Silverback Villas, and any and all future plats of same on any property adjacent to the plat ("future plats"); and

WHEREAS, Association is the record owner of all those areas designated as Common Areas on the plat and/or in any future plats including any portion thereof used for utility purposes, as well as recreational, landscaping, drainage and open space purposes; and

WHEREAS, Silverback Villas 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 Ordinances of the Village of Swanton, Lucas and Fulton Counties, 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 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 herefore enacted 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, 2050, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.
These covenants and restrictions may be amended prior to January 1, 2039, or may be amended or
terminated after January 1, 2038, by the Developer unilaterally as long as it owns one lot in the subdivision or
by the then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any
amendments 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 said easement or Assumptions.

Any amendment or termination shall be in the form of a written instrument setting forth the changes
herein or hereafter hereon, as the case may be, signed and acknowledged by the Developer or by the 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
hereinbefore defined), or the owner of any lot in Silverbuck Village shall each have the right, independent of one
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 to obtain under this Declaration.

The failure to enforce any violation or breach of any of these provisions in no way or manner 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
such limitations, then such restrictions and covenants shall continue in full force and effect the date
preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist on
such date shall hereafter terminate.

In violation 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 or two-family dwellings purposes, together with the
usual accessory uses pertaining thereto such as private or storage garages. Group homes are specifically
denied not to be "single or two-family" purposes.

The ten (10) residential lots located as shown on the plat shall be residential lots and the remainder
of the real estate included in the plat designated as Common Areas shall, except as otherwise provided for
herein, be used exclusively for drainage, landscaping and/or utility and open space purposes, as may be
shown on the plat.

Each single-family residential lot in Silverbuck Village shall contain at least two thousand seven
hundred (1,700) square feet.

Although all ten (10) lots in the plat can be characterized as single-family lots, the Developer intends
to develop the lots in pairs of adjoining lots. On each such pair of adjoining lots comprising a two-family
residential site there shall therefore be constructed one (1) residential structure which shall be a two-family dwelling occupying both lots comprising such two-family residential site.

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways (which shall all be concrete), landscape idealogies, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications have been first approved in writing by the architectural control committee (hereinafter sometimes called “committee”). It is specifically understood that a 10’ x 10’ outbuilding (“outbuilding”) is to be constructed on each lot in compliance with all setbacks and matching the color and other features of the residence located thereon for the sole purpose of housing a golf cart therein owned by said lot owner.

Such detailed plans and specifications shall show the site, location, type, architectural design, quality, cost, use, 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. It is understood that the Developer has already put in place a color and building materials theme for all residences in the subdivision.

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 and accessory structures must be erected wholly within the residential lot lines and no closer to any of the driveways than the building lines of the residential lots as shown on the recorded plan.

If approved by the committee and the Association, patios, open porches, decks, enclosed porches or sunrooms, walkways, privacy screens and shrubbery which service a particular dwelling may extend into any portion of a lot located outside the building envelope as shown on the plat provided all applicable setbacks are met and observed.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five (35) feet. The maximum square footage of all residential dwellings erected within the subdivision (exclusive of garages, basements, if any, and porches) shall be one thousand four hundred (1,400) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop Siletzbrook Villas 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.

Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over individual landscaping plans. Such master plan for landscaping shall be filed with the Association. Fence shall not be permitted within any of the Common Areas.

Developer shall establish a general architectural theme for roof design, color and material, brick colors, brick specifications and window detail and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision. It being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, tile, colors, and roof color, design and materials. Included within such established theme are conditions that the exterior finish of all homes within the subdivision must have one (1) full face of brick with the rest wainscoted in brick, with any remaining exterior covered by vinyl siding of at least forty-two (42) minutes or better, except for garage doors which shall be wood-framed and which shall be used in appearance.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the approximations 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.

Without limiting any of the foregoing it is specifically understood and agreed that the following
specific restrictions will be observed in the construction of any improvements within the subdivision and/or
with respect to the subdivision generally:

1. All homes will have thirty (30) year Oak Ridge, or better roofing materials.
2. All homes will use Andersen windows only, or some equivalent substitute approved by
   Developer.
3. All homes will have six (6) inch concrete driveways, no asphalt, with forty-eight (48) inch
   sidewalks.
4. All homes must have continuous gutters which must be connected to the storm system
directly and not allowed to run out onto the lots.
5. Under no circumstances will trustees, panelled homes or mobiles be permitted within the
   subdivision.
6. All lawns on every lot must be seeded and landscaped properly within a maximum of thirty
   (30) days of date of occupancy.
7. Developer will specify a uniform color for mailboxes which is to be used by all lot owners; no other
   form of mailboxes will be permitted to be used within the subdivision.
8. No pools of any kind shall be permitted within the subdivision except for underground pools
   with a six (6) foot privacy fence, the plans and type of which shall be subject to the prior written approval of
   Developer as to location, color, site, etc.
9. All homes shall use OSB sheathing.
10. All homes shall contain a basement or crawl, or combination thereof; under no circumstances
    will residences be permitted to be constructed upon a pad.
11. All homes will be serviced by a sump pump installed at the time of original construction.
12. Under no circumstances will Basketball poles or other structures, improvements, or other
    similar types of improvements be allowed to be placed anywhere within the subdivision except for portable
    basketball hoops which, when not used, must be stored within the garage of the homes.

The committee shall consist of three individuals or members. 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 wherein 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 on any part of the areas
designated as easement, utility easement, drainage easement or words of similar import on the recorded part
of the subdivision. The term structures for this purpose shall include fences, garages, buildings,
swimming pools and similar structures but shall not include driveways, walkways, patios and other similar
improvements.

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 models 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.
SILVERBUCK VILLAS HOMEOWNERS' ASSOCIATION

All owners of lots in the subdivision (and any future plots of same of any adjacent property) and all persons who hereafter acquire title to a residential lot in the subdivision (as so potentially expanded) shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all the duties and obligations thereof as set forth in 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.

Each member of the Association, in common with all other members as owners of residential lots in the subdivision, shall have the right to use the Common Areas in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses; provided, however, under no circumstances will any owner have a right of access or easement over any portion of the Common Areas except as granted in the plat, herein or by the Committee subsequent herein.

All members shall not use the Common Areas in such manner as will 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 formally 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.

ASSESSMENTS

For the calendar year 2006 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 quarterly installments on or before the first day of each third month during the calendar year for which the assessment is levied.

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 amounts 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 release such lot from liability for assessments thereafter becoming due and payable on 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 watering of all landscaping and the maintenance of any lighting facilities and buildings placed thereon as well as for snow removal on all driveways of each lot. In addition, the Association shall be responsible for the payment
of all watering charges associated with the sprinkling of all landscaping located on the lots pursuant to a separate meter or meters for same and the maintenance and repair of any private drainage and utilities servicing the subdivision. If so entitled with such responsibilities, or any other maintenance responsibilities for property in the The Villas at Silverback Phase 1, other than Common Areas (such as all landscaping throughout the subdivision), the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just provided above. It is also understood that all lot owners in the subdivision shall be responsible for the costs of maintaining a certain pond to be constructed within the subdivision, which pond shall serve as a drainage facility for same, all as more particularly set forth below.

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 (except those certain home occupations which are permitted under the applicable zoning classification for the subdivision and which do not have any employees or other persons coming to the lot or connection therewith may be permitted with the prior written approval of the Developer) and no nuisance, 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 other than a well for water for recreation or maintenance purposes which shall first have been approved by the architectural control committee.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclaimation products or materials except that during the period which the structure is being erected, upon any such lot, building materials to be used in 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 pad, 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 owner 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 unreasonably 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 sign 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 which will be laid into a separate main located on the Common Areas and operated and maintained by the Association. The Association shall therefore determine how often and when the lots are watered or sprinkled.

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 AND GRANT OF COMMON WALL EASEMENTS**

Developer shall have the exclusive right to construct and grant easements and rights of way for the constructive, operation and maintenance of any drainage facilities, 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 within the subdivision.

Developer hereby reserves a perpetual non-exclusive easement over and under all Common Areas for purposes of constructing and maintaining therein utilities and storm drainage lines to serve the subdivision at such locations as selected by Developer. 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 hereby further reserves a perpetual non-exclusive easement in favor of the Association over a portion of either Common Area Lot "D" or "C" to be selected by Developer for purposes of construction and maintenance of an identification sign and attendant landscaping, etc. for advertising the subdivision.

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 wherein 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 wherein all rights with respect thereto shall thereafter be exercised by the Association.

Developer hereby reserves and creates for the benefit of all adjoining lot owners perpetual exclusive easements on the common boundary between all adjoining lots upon which any adjoining residences are constructed or placed for the sole purpose of permitting the placement thereupon of a common wall between said adjoining residences together with the additional right of easement to have, if necessary, de personas building encroachments and more than six (6) inches upon and under each of said adjoining lots in connection with the placement of said common walls.

Developer hereby reserves the right to expand the subdivision to include property immediately adjacent to the plot and to include such additional 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 lots owners shall thereafter 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 the amount of any unpaid assessments.

Developer shall construct a pond ("Lake") within a future plat of the subdivision. The Lake will be part of a separate common area lot ("Lake Lot") to be designated by the Developer in any such future plat. The Lake will act as a drainage facility for the entire subdivision and consequently the Association shall be responsible for the maintenance, upkeep and proper condition of the Lake. The Lake will be restricted, however, in its use and enjoyment to the owners of lots which are adjacent to or about the Lake ("Lake Lots"). No use of the Lake Lot other than for open space and visual enjoyment shall be made, and no structures or other aboveground features will be permitted to be placed within the Lake Lot without the unanimous consent of the Lake Lot owners. Further restrictions with respect to the use and governance of the Lake Lot shall be set forth in future restrictions which are to be executed by Developer and recorded as part of any future plat of the subdivision which contains the Lake or any portion thereof.

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, 2006, 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 one hundred five thousand dollars ($500,000). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

Silver Buck, LLC, an Ohio limited liability company, and The Villas at Silverbuck Homeowners' Association, Inc. an Ohio non-profit corporation, have executed this Declaration of Restrictions on the date of adoption.

SILVER BUCK, LLC,
an Ohio limited liability company

 By: RFS DEVELOPMENT GROUP, LLC,
an Ohio limited liability company, Manager

 By: Randal F. Smith, Manager

THE VILLAS AT SILVERBUCK HOMEOWNERS' ASSOCIATION, INC.,
an Ohio non-profit corporation

 By: Randal F. Smith, Manager
State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 8th day of July, 2006, by Randal F. Smith, sole member of RFS Development Group, LLC, an Ohio limited liability company, manager of Silver Saddle LLC, an Ohio limited liability company, on behalf of said companies.

JEROME R. PARKER
Notary Public - State of Ohio
Commission has no expiration
Section 147.29 R.C.

This Instrument Prepared By:
Jerome R. Parker, Esq.
Greesley, Kaplan & Parker LLP
608 Madison Avenue, Suite 910
Toledo, Ohio 43604

Louisville, Ky.
April 6, 2006

Notary Public - State of Ohio
Commission has no expiration
Section 147.29 R.C.

Jerome R. Parker

Notary Public - State of Ohio
Commission has no expiration
Section 147.29 R.C.

Jerome R. Parker