THE WYNNE PARK VILLAS

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DECLARATION OF RESTRICTIONS
FOR
THE WYNN PARK VILLAS
A SUBDIVISION
IN
THE CITY OF OREGON, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by Gladieux Lumber & Supply Co., Inc., an Ohio corporation, hereinafter called "Developer", Northwest Title Agency of Ohio and Michigan, Inc., Trustee, hereinafter called "Record Title Holder", and by The Wynn Park Villas Homeowner's Association, an Ohio nonprofit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is an Ohio corporation and is the owner of all lots as shown on the recorded plat of The Wynn Park Villas, hereinafter called "Subdivision", legally described in Exhibit A, attached hereto and made a part hereof, recorded in Volume 153, Pages 92, Lucas County, Ohio record of Plats, and

WHEREAS, Association is a nonprofit corporation formed for Developer whose members shall be all of the owners of all of the lots in such Subdivision and Association is the owner of all that portion of the Subdivision designated as the common area on such recorded plat including the portions thereof designated to be used for roadway and utility purposes, as well as recreational and open space purposes; and

WHEREAS, The Wynn Park Villas is a residential subdivision developed as a planned community development of a subdivision with zero lot lines pursuant to Chapter 1113 of the Codified Ordinance of the City of Oregon, 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 successors and assigns hereby declare covenants and stipulate that all property as shown on the recorded plat of The Wynn Park Villas, a Subdivision in the City
of Oregon, Lucas County, Ohio, shall hereafter be conveyed by them, their successors and assigns subject to
the following restrictions, covenants and conditions which restrictions shall to the extent legally
permissable, supersede any and all other restrictions heretofore enforced on said property by any other
instrument.

ARTICLE I

RESTRICTIONS

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

1.2 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, 2012, at which time
said covenants and restrictions shall be automatically extended for successive periods of ten (10)
years.

1.3 These covenants and restrictions may be amended prior to January 1, 2012 or may be amended or
terminated after January 1, 2012 by the then owners of at least two-thirds (2/3) of the lots in said
Subdivision.

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

1.5 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 thereof.

1.6 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 Wynn Park Villas Homeowner’s Association,
the architectural control committee or the owner of any residential lot in the Subdivision shall have
the right to maintain an action at law or in equity against any person or persons violating or
attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the
removal of any structure in violation, and to recover damages for any such violation or attempted
violation.

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

1.8 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 the limitations therefore then such restrictions and covenants shall require 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 terminate

1.9 Invalidation of any of the restrictions and covenants, in whole or in part herein, by judgment or
court order of 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.

ARTICLE II
RESIDENTIAL LOTS

2.1 The entire Subdivision comprising the community development plan and the structures to be erected thereon shall be used only for two single family dwellings having one common wall, hereinafter known as a two family villa, and single family, together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities including non-commercial recreational facilities.

2.2 The thirty-eight (38) lots located as shown on the recorded plat shall be residential lots and the remainder of the real estate included in the Subdivision designated as common area shall be used exclusively for roadway and utility purposes as shown on the recorded plat and the noncommercial recreational facilities and open space areas.

2.3 The thirty-eight (38) residential lots consist of nineteen (19) pairs of two (2) lots each which adjoin each other. Such lots are lots one (1) through thirty-eight (38) inclusive.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 No structure or other improvement including, but not limited to, homes, garages, basements, driveways, fences, walls, bridges, patios, decks, sidewalks 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 approved in writing by the architectural control committee. No structure or other improvement shall be erected by other than Gladieux Lumber & Supply Co., Inc.

3.2 Such detailed plans and specifications shall show the size, location, type, architectural design, quality, 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.

3.3 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.

3.4 All residential dwellings and accessory structures 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.

3.5 If approved by the architectural control committee, patios, decks, walkways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

3.6 The maximum height of all new residential dwellings erected within the Subdivision shall be twenty-five (25) feet.

3.7 The purpose of requiring detailed plans and specifications as herein set forth is to develop the Subdivision as an architecturally harmonious artistic and desirable residential subdivision having a
parklike atmosphere with residences located in an apparent random and casual manner following a
gentle landscape plan.

3.8 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.

3.9 Developer shall establish a general architectural theme for roof design and material, trim colors,
brick specifications and window detail and reserves the sole and exclusive right to establish 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.

3.10 In approving or withholding approval of any detailed plans and specifications submitted to it, the
architectural control committee may consider the appropriateness of the improvements 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 architectural control committee in good faith shall be binding on all parties in interest.

3.11 Members of the architectural control committee shall be appointed by the Developer until such
time as Developer assigns in writing the Architectural control to the Association. Thereafter
members of the architectural control committee shall be appointed by The Wynn Park Villas
Homeowner’s Association. Developer reserves the right, prior to conveyance of all lots in the
Subdivision to others and erection of structures thereon, to relinquish its power to appoint the
members of the architectural control committee by written instrument delivered to the Association
whereupon the right to appoint members of the architectural control committee shall thereafter be
exercised by the Association.

3.12 No structures or any part thereof shall be erected or maintained over any part of the areas
designated as eaves, utility, eaves, drainage easement or areas of similar import on the
recorded plat of the Subdivision. The term structures for this purpose shall include houses,
garages, other buildings and similar structures but shall not include driveways, walkways, patios,
porches, decks and similar improvements.

3.13 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
tsight on Wynn Road advertising the sale of property in the Subdivision.

3.14 Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject
to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and
power of Developer and the Association, created or reserved by this Declaration or by plat or deed
restrictions herefore recorded, and all easements, rights, benefits and privileges of every
character hereby granted, created, reserved or declared, and all impositions and obligations hereby
imposed shall run with the land and bind every owner as though the provisions of the Declaration
were recited and stipulated at length in each and every deed of conveyance. The violation of any
restriction or condition, or the breach of any covenant or provision hereby contained shall give
Developer, its successors or assigns, or the Association, the right (a) to enter upon the land upon
which or as to which such violation or breach exists, and to summarily abate and remove, at the
discretion of the owner of said lot or lots, and structures, thing or condition that may exist therein
contrary to the intent and meaning of the provisions hereof, and Developer or the Association not
thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be

enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by
Developer, its successors or assigns, or by the Association.

In the event that Developer or its successors and assigns, or the Association or its successors and
assigns, shall exercise any enforcement rights or remedies under this Article Three, Section 1, each
Owner or Developer shall be liable for the costs and expenses of said enforcement activities
and/or actions, including but not limited to attorney fees and costs; and expenses immediately upon
demand therefore by Developer or the Association or their respective successors and assign.

3.15 Affidavit of Restrictions Violation. Developer, its successors and assigns, hereby reserves the
right to file for record in the Recorder’s Office of Lucas County, Ohio, an affidavit evidencing
notice(s) given by Developer to an owner or owners of any lot within The Wynn Park Villas, that
restrictions violation(s) may exist upon said lot.

3.16 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the
provisions hereof, no matter how many breaches may occur.

3.17 The invalidity of any restrictions hereby imposed or of a provision shall not impair or affect in any
manner, the validity, enforceability or effect of the rest of this Declaration.

3.18 Violation of any of the rules and regulations adopted by the association acquiring the rights and
benefits of developer shall be deemed a violation of this Declaration and may be enjoined as herein
provided. The rights, privileges and powers herein retained by Developer shall be assignable to
and shall inure to the benefit of its successors and assign.

3.19 “Any dispute arising out of the enforcement of or the interpretation of this covenant or any dispute in
any way relating to this covenant shall be submitted to binding arbitration at Toledo, Ohio, in
accordance with the Rules and Regulations promulgated by the American Arbitration Association
or in accordance with the Rules and Regulations promulgated by the Toledo Bar Association’s
Arbitration and Mediation Service. The decision of the Arbitrator/Arbitrators shall be final and
binding. The award of the Arbitrator/Arbitrators may be enforced in any court of competent
jurisdiction. The Arbitrator/Arbitrators shall award to the prevailing party reasonable attorneys
fees and costs.”

ARTICLE IV

THE WYNN PARK VILLAS HOMEOWNERS ASSOCIATION

4.1 All owners of residential 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 Wynn Park Villas
Homeowner’s 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 recorded plat, this Declaration of
Restrictions and the Articles and Code of Regulations of such Association.

4.2 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 and facilities in the Subdivision
for all purposes incident to the use and occupancy of his residential lot as a place of residence and
other incidental use including the non-exclusive easement together with other lot owners to the
use and enjoyment of the common areas and facilities and for ingress and egress to and from each
residential lot.

4.3 All members shall use the common areas and facilities in such manner as will not injure, interfere,
or impede the use thereof by other members of the Association and their respective families.
4.4 The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to be for the general benefit of the owners of all residential lots in the Subdivision. Each residential lot owner shall be entitled to one vote in the Association.

4.5 The Association shall enforce, all provisions of the recorded plat, these restrictions and regulations promulgated by it with respect to the use and occupancy of residential lots and common areas in the Subdivision.

4.6 The initial trustees of the Association shall be Ronald E. Gladieux, Daniel L. Gladieux, and Donald Siegelhoff. Said trustees shall serve until seventy-five (75%) percent of the residential lots in the subdivision are sold, at which time new trustees shall be elected pursuant to the Code of Regulations of the Association.

ARTICLE V

ASSESSMENTS

5.1 Commencing January 1, 2001 and thereafter each residential lot in the Subdivision and the owners thereof shall be subject to an annual assessment for each fiscal year thereafter in amounts as determined by the members of the Association prior to the end of the preceding fiscal year.

5.2 The annual assessment shall be payable in equal monthly installments on or before the tenth day of each month during the fiscal year for which the assessment is levied.

5.3 Each assessment as aforesaid shall become a lien against each residential lot on the first day of the fiscal year in which it becomes due and payable.

5.4 A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

5.5 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.

5.6 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.

5.7 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 or from the lien thereof.
ARTICLE VI
USE AND ACTIVITIES

6.1 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 reasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done therein which may be or become an annoyance or nuisance in the Subdivision.

6.2 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.

6.3 No residential lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, glass or any reclaimed products or material except during the period while 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.

6.4 All structures must be completed 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.

6.5 No trailer, basement, tent, shack, garage, barn, mobile house 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 therefor by the architectural control committee.

6.6 Any truck, recreational vehicle, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

6.7 Dogs, cats or other household pets suitably maintained and housed within the residential dwelling may be kept subject to rules and regulations adopted by The Wynn Park Villas Homeowner's 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.

6.8 All rubbish, debris and garbage shall be stored entirely within the dwelling structure.

6.9 No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot or villa 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.

6.10 Any owner who leases his residential dwelling shall be required to provide in his lease that the terms of the lease shall be subject to all respects to the provisions of these Restrictive Covenants, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases are
required to be in writing and shall be for a minimum term of thirty (30) days, provided, however, that the minimum initial term of any such lease shall be six (6) months.

ARTICLE VII

DEVELOPER

7.1 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 area designated on the recorded plat and along upon all highways now existing or hereafter established and abutting the Subdivision.

7.2 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.

7.3 Developer reserves the right to relinquish its powers with respect to easements as set forth in this Article by written instrument delivered to the Association whereupon all rights with respect to easements as set forth in this Article shall thereafter be exercised by the Association.

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

7.5 Developer reserves the right to relinquish its 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.

ARTICLE VIII

GENERAL

8.1 Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the secretary of the Association a Certificate 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.

8.2 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 of 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.

8.3 Until September 1, 2006, Developer shall maintain each residential lot owned by developer. Initially, all others will be assessed $125.00 per month for each month a dwelling is erected thereon until such time as amended by the Homeowners Association. Such assessment shall be payable and be a lien in the same manner as assessments as set forth in Article V thereof.
Witnesses:

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Northwest Title Agency of Ohio
and Michigan, Inc.

________________________________________

By: Richard D. Mays, Vice President

By: Stephen J. Kolinski, Assistant Vice
President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 5th day
of November 2002, by Richard D. Mays, Vice President

and Stephen J. Kolinski, Assistant Vice
President of Northwest Title Agency of Ohio and Michigan,
Inc., Trustee, an Ohio corporation, on behalf of the corporation.

KRISTEN M. EBERSOLE
Notary Public
State of Ohio
My Commission Expires December 2004

The Wynn Park Villas Homeowner's Association

By: Donald S. Ziegler, Trustee

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 5th day
of November 2002, by Donald S. Ziegler, Trustee of

The Wynn Park Villas Homeowner's Association, an Ohio corporation, on behalf of the corporation.

LINDA L. GORDON, Notary Public
State of Ohio
My Commission Expires November 6, 2003

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IN WITNESS WHEREOF, Gladieux Lumber & Supply Co., Inc., an Ohio corporation, Northwest
Title Agency of Ohio and Michigan, Inc., Trustee and The Wyen Park Villas Homeowner's Association, an
Ohio nonprofit corporation, have executed this Declaration of Restrictions to the City
of OREGON, Lucas County, Ohio, this 5th day of NOVEMBER, 2002.

Gladieux Lumber & Supply Co., Inc.

______________________________
[Signature]

STATE OF OHIO, COUNTY OF LUCAS, ss:
The foregoing instrument was acknowledged before me this 5th day of
NOVEMBER 2002 by RONALD E. GLADIEUX, President of
Gladieux Lumber & Supply Co., Inc., on behalf of the corporation.

______________________________
[Signature]
Notary Public

Linda L. Gordon, Notary Public, State of Ohio
My Commission Expires November 8, 2005
Lot numbers one (1) through thirty-eight (38) in WynnPark Villas, a subdivision in the City of Oregon, Lucas County, Ohio, in accordance with the plat thereof recorded in Volume 153 of Plats, Page 92.