Wesley Farms
Plat One

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DECLARATION OF RESTRICTIONS FOR
WESLEY FARMS, PLAT ONE
A SUBDIVISION IN THE VILLAGE OF
WHITEHOUSE, LUCAS COUNTY, OHIO

This Declaration of Restrictions is made and adopted by Wesley Farms Developers, LLC, an Ohio limited liability company (hereinafter called the Developer) on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, the Developer is the owner in fee simple of the real estate described as follows:

Lots one (1) through forty-three (43) in Wesley Farms Plat One, a Subdivision in the Village of Whitehouse, Lucas County, Ohio.

WHEREAS, said real estate is designated on a plat recorded on the __ day of __, 2005, in Volume __, Page __, Lucas County, Ohio Record of Plats, as Wesley Farms Plat One, a subdivision in the Village of Whitehouse, Lucas County, Ohio ("subdivision" or "Wesley Farms"); and

WHEREAS, the Developer desires to create a general plan for the development of Wesley Farms and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in the subdivision which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes.

NOW THEREFORE, the Developer, in consideration of the enhancement in the value of said property ("Development" or "property" herein) by reason of the adoption of the restrictions hereinafter set forth, does hereby declare, covenant and stipulate that all property as shown on the recorded plat of Wesley Farms shall hereafter be conveyed by the Developer, its successors and assigns, subject to the following Restrictions and Conditions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property, and their respective heirs, successors and assigns.

ARTICLE I

USE OF LAND

1.1 Nature of Improvements. No single-family dwelling unit as hereinafter defined in Section 3 of this Article, or garage, shall be erected, placed or constructed on any lot, other than original construction, by any person other than the Developer, except in a manner approved by the Board of Trustees of the Wesley Farms Homeowners' Association, Inc., an Ohio non-profit corporation to be established by the Developer ("Association"), or the Architectural Control Committee as established in Article II hereof prior to the commencement of the construction as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Said approval, if given, must be in writing. Approval shall be based upon submission of satisfactory plans and specifications providing such detail as may be
reasonably required. Such improvement to any lot must further meet the restrictions as herein contained.

1.2 Residential Lots. All of the lots located and shown on the recorded plat for Wesley Farms, except for Lots C, D, E and F which are hereby deemed to be common areas, hereafter referred to as “Common Area” or “Common Area Lots”, of the Development shall be referred to as “residential lots” or “lots”. No structure shall be erected, placed or maintained on any residential lot other than a single-family dwelling unit (as hereinafter defined in Section 1.3 of the Article) of not less than one thousand six hundred (1,600) square feet of living area having a private entrance as well as a private attached garage. Such single-family dwelling unit shall not exceed one and one-half (1½) stories in height with one (1) private attached garage for no more than two (2) cars unless otherwise approved for more than two (2) cars by the Board of Trustees or the Architectural Control Committee. There shall be no other buildings of any kind erected, placed or built on any residential lot in the subdivision.

1.3 Single-Family Residential Dwelling Defined. The term “single-family residential dwelling” as it is used in this Declaration is hereby defined as the regular, ongoing occupancy of a lot and residence by no more than four (4) persons and as further defined by the Zoning Code of the Village of Whitehouse, Ohio.

1.4 Size and Number of Residential Lots. The subdivision shall consist of not more than, nor less than forty-three (43) residential lots with the Common Area Lots being deeded to and controlled by the Association as described below. Each residential lot shall contain not less than seven thousand eight hundred (7,800) square feet. No more than one (1) single-family residence shall be permitted to be built on any single residential lot. Developer reserves the right to expand the subdivision with additional lots up to a maximum of seventy-seven (77) lots, all of which shall be subject to and enjoy the benefit of restrictions substantially identical to those contained herein.

1.5 Common Areas. The Common Area Lots shall be deeded to the Association upon the sale of the first residential lot in the subdivision. Every residential lot owner upon taking title to said lot (or any future lots contained in future plats expanding the subdivision) shall become a member of the Association.

1.6 Use Restrictions. No building or structure shall be erected or placed and no portion of any residential lot shall be used for any use or purpose other than single family residential purposes. No noxious or offensive activities shall be carried on upon any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance in the subdivision. No well for gas, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots. No 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 while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon; provided, however, that any building materials not incorporated into said structure within forty-five (45) days after its delivery to such residential lot shall be removed therefrom. No parking in drive or street for longer than twenty-four (24) hours, except for guests or any owner, which shall even in that event, be limited to no more than two (2) consecutive weeks. Every residence located within the subdivision shall have exteriors of a combination of brick, stone and/or vinyl.

1.7 Completion of Structures. Structures must be completed by the owner within ten (10) months following the commencement of construction. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from residential lots without approval of the Board of Trustees of the Association or the Architectural Control Committee.

1.8 Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of construction and sale of lots, upon any portion of the lots which the Developer owns, such facilities as in the sole opinion of the Developer may be reasonably required, or be convenient or incidental to the
construction and sale of the residential lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

1.9 **ANIMALS.** No animals, livestock or poultry of any kind shall be kept, bred or maintained on any residential lot except that not more than a total of two (2) dogs, cats or other household pets may be kept on any one (1) lot provided further such permitted pets are not kept, bred or maintained for commercial purposes, and further that they be subject to any rules and regulations as adopted by the Association and the Ordinances of the Village of Whitehouse, Ohio. The solid waste deposits made by said household pet anywhere within the Development itself shall be immediately removed and no household pets shall be allowed anywhere on the Common Areas Lots without a leash and the control of its owner.

1.10 **WASTE DISPOSAL.** No residential lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers or other equipment for the storage or disposal of such material and shall be kept in a clean and sanitary condition. The sanitary containers for waste matter or materials and other equipment or the storage or disposal of such material shall be kept in such a location and in such an area as to be removed from public view other than when it is being collected.

1.11 **FENCES AND OTHER BETTERMENTS.** Fences, lot separation fences, ornamental, decorative fences or any other type of artificial lot separation devices may be erected and/or maintained as those designed and installed by the Developer or the Association. Lot separation fences and fences between individual lots and the Common Areas shall be placed upon the lot line boundary. Developer hereby reserves "de minimis" perpetual non-exclusive encroachment easements between adjoining residences for up to a maximum of twelve (12) inches for encroachment on adjacent lots of common walls or common lot separation fences. The reasonable cost of normal service and replacement of lot separation fences shall be equally shared by the adjoining lot owners using said fence. In cases where fault can be found and established in the damage of a fence, the offending party will pay to repair or replace the fence in full. This service and repair statement applies to individual lot owners as well as the Association. Under no circumstances will sheds, playground equipment, satellite dishes or other such personality be permitted to be located or placed anywhere within the subdivision. All such lot separation fences when first installed shall be uniform in color and design, and shall be maintained that way unless the Association decides otherwise.

1.12 **SIGNS.** Except for a sign or signs put up by the Developer in connection with the sale of lots and/or residences, no sign of any character whatsoever shall be erected, placed, or posted or otherwise displayed on or about the residential lot without the prior written approval of the Board of Trustees of the Association, and the Association shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs. Any signs advertising that a residential unit is for sale is expressly forbidden to be placed in the yard of the unit. The Board of Trustees of the Association will make arrangements to post at the entrance of the Development the fact that there is a unit within the Development available for sale and the owner of any residential unit will be able to then post a notice that the unit is for sale in the front window of the unit, but in no event are any such other sale signs to be placed in the yard of any unit.

1.13 **LEASING.** No single-family residence or part thereof shall be leased or used for transient or hotel purposes, which is defined as: (1) a lease for any period less than one (1) year; (2) a lease under which occupants are provided customary hotel services such as room service or food and beverages, maid service, the furnishings of laundry and linen, busboy services and similar services; or (3) a lease to roomers or boarders, who are occupying only a portion or portions of a single-family residence. No lease may be of less than an entire single-family residence. Any lease agreement shall be in writing and shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board of Trustees of the Association, and shall provide that the failure by the lessee(s) to comply with the lawful rules and regulations shall be a default under such lease. A copy of each lease of a single-family residence shall be provided to the
Board of Trustees of the Association prior to the date of the commencement of the tenancy under that lease.

1.14 **MISCELLANEOUS.** No trailer, basement, tent, shack garage, barn, mobile home or other temporary shelter or housing devise shall be maintained or used as a residence, temporarily or permanently in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications. Any truck, boat, bus, tent, mobile home, all terrain vehicle, camper or other similar housing devise, if stored on any residential lot in the subdivision, shall be suitably housed within the owner's attached garage. Additionally, no automobile or truck which in in-operation, not currently licensed or under repair or restoration shall be stored on any residential lot in the subdivision unless suitably housed within the owner's attached garage. In addition, no poles designed to hold basketball back-boards (permanent, portable or otherwise) will be erected or installed anywhere within the residential lot of any owner.

**ARTICLE II**

**ARCHITECTURAL CONTROL**

2.1 **ARCHITECTURAL CONTROL COMMITTEE.** Until all lots are sold and built upon, the Developer, its successors and/or assigns, shall act as the Architectural Control Committee to which plans, plot plans, and specifications for all structures, buildings and improvements, (including, but not limited to, fence, wall, awnings, patio covers, decks, mailboxes, driveways, landscape and other miscellaneous structures), must be submitted for examination and approval before any erections or improvements shall be made upon any lot and before any additions, changes or alterations may be made to any structure or other improvements then situated on a lot. No structure or improvement shall be erected, changed or improved without the prior written approval of the Architectural Control Committee or its assigns. The Architectural Control Committee shall also have the right to approve and control any exterior lighting installation on any of the residential lots.

Upon sale and improvement of all residential lots in the subdivision by the Developer, or at a prior time as determined by the Developer, all the responsibilities of the Architectural Control Committee shall be transferred to the Board of Trustees of the Association.

**ARTICLE III**

**WESLEY FARMS HOMEOWNERS’ ASSOCIATION, INC.**

3.1 **ESTABLISHMENT OF AN INCORPORATED ASSOCIATION.** The Association has or soon will be formed as a non-profit corporation governed by the laws of the State of Ohio to serve as the homeowners' association of Wesley Farms. The Developer shall be initially the sole member of the Association.

3.2 **MEMBERSHIP IN ASSOCIATION.** All the owners of residential lots in Wesley Farms and all persons who hereafter acquire title to a residential lot in the subdivision or any future plats of same, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration and the Code of Regulations of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any residential lot, and transfer of a residential lot shall automatically transfer membership to any record transferee.

3.3 **VOTING RIGHTS.** Each member of the Association, other than the Developer, its successors and/or assigns, shall be entitled to one (1) vote for each residential lot owned. The Developer, for as long as it holds title to one (1) lot in Wesley Farms, or any expansion thereof, shall be entitled to ten (10) votes for every lot owned by the Developer. When more than one (1) person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the association and the vote for such residential lot shall be exercised as the owners determine among
themselves, but no more than one (1) vote may be cast with respect to any one (1) residential lot. It is not the obligation of the Association to determine the authority of the member casting such vote.

3.4 **ASSOCIATION RESPONSIBILITY.** The Association shall have the responsibility to service, repair and maintain the Common Area Lots, and all other Common Areas, road right-of-ways and all Association owned structures in or upon the Common Areas and road right-of-ways. The Association shall also maintain all walkways, landscaped islands and other Common Areas amenities and attend to those matters specified in Section 4.5 hereof.

3.5 **BOARD OF TRUSTEES.** Within thirty (30) days after one hundred percent (100%) of the residential lots have been sold and conveyed by the Developer, all members of the Association shall meet and elect five (5) Trustees as they choose. All Trustees shall be lot owners.

The terms of the Trustees shall be staggered so that the term of two (2) of the Trustees shall be two (2) years and the term of three (3) of the Trustees shall be four (4) years. Upon subsequent elections, all Trustees shall serve a full four (4) year term.

3.6 **BOARD OF TRUSTEES AUTHORITY.** The Board of Trustees shall have the authority to enforce all provisions of this Declarations of Restrictions and also the Code of Regulations as passed by the Association and to act for the Architectural Control Committee upon its termination with all powers granted in Article II. The Trustees shall also have the authority to implement minor improvements within the subdivision and to act for the Association in the day-to-day operations of the subdivision as they deem necessary. The organization of the Board of Trustees, including the election or appointment of officers, the duties thereof and the organization and appointment of any standing committees shall be conducted and accomplished at the sole discretion of the Board of Trustees.

3.7 **DELEGATION OF AUTHORITY: PROFESSIONAL MANAGEMENT.** The Board of Trustees may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one (1) or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party, without penalty on thirty (30) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing.

Subject to the foregoing, nothing contained herein shall preclude the Developer, or any other entity designated by the Developer, from being employed as management. The managing agent, or the Board of Trustees if there is no managing agent, shall have the authority to enter into contracts with the Developer or one (1) or more other firms or corporations affiliated with the Developer for the providing of management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the residential lot owners at the time entered into under the circumstances then prevailing and are terminable by the Association with cause and without penalty, on ten (10) days' written notice.

**ARTICLE IV**

**ASSESSMENT OF OWNERS**

4.1 **ANNUAL ASSESSMENT.** Each and every residential lot and residential lot owner in the Development shall be subject to an annual assessment in such an amount as may be annually determined by the Association. The assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, shall become a lien against each residential lot on the first day of the year in which it is due and shall be payable to the Association on or before February 1st of each year for such calendar year. Such annual assessment may be charged in monthly, quarterly or annual installments if so established by the Board of Trustees, and payment will then be due on the fifteenth (15th) day of each scheduled payment term. The Association shall have a perpetual lien upon the residential lots in the subdivision to secure the payment of the assessment and each such
4.2 **Purpose of Assessment.** The assessments levied by the Association shall be used to cover the costs of maintaining the Common Area Lots and to promote the health, safety and welfare of the residents in said subdivision.

4.3 **Effect of Nonpayment of Assessment; Remedies of the Association.** If any assessments or installment thereof is not paid within thirty (30) days after it is due, a Notice of Lien in substantially the following form may be filed and recorded in the lien records of the office of the Recorder of Lucas County, Ohio:

**NOTICE OF LIEN**

Notice is hereby given the Wesley Farms Homeowners’ Association, Inc. claims a lien for unpaid monthly (quarterly) (annual) assessments for the month(s) (quarter(s) (year(s)) of __________________ in the amount of $________________ against the following described premises:

(Insert Legal Description)

**WESLEY FARMS HOMEOWNERS’ ASSOCIATION, INC.,**

an Ohio non-profit corporation

By: ____________________________, President

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by ____________________________, President of the Wesley Farms Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

______________________________
Notary Public

4.4 **Subordination of the Lien of Mortgagees.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to the foreclosure of any first mortgage shall extinguish the lien of all assessments which became due prior to the date of such sale or transfer.

4.5 **Application of Assessments.** All assessments shall be applied toward the payment of the following costs and expenses associated with the Common Area Lots and other services provided by the Association as hereafter stipulated or as subsequently assumed by the Association:

1. Lawn mowing and lawn maintenance of all lots, maintenance of all shrubs, trees and other landscaping, and snow removal from all driveways and sidewalks located between the building line(s) of all lots and the curb of the street fronting said lot or lots, repair and replacement of utility easement areas and the facilities and equipment located thereon.

2. Construction, operation and maintenance of structures owned or provided by the Association, including, but not limited to a clubhouse that may be constructed by the Developer upon the satisfaction of certain conditions.
3. Employment of services and personnel required for the maintenance or operation of the Common Area Lots, utility easement areas, services provided upon the Common Area Lots, utility easement areas and Facilities located thereon, including legal and accounting services, and to enforce, if necessary, the terms and conditions of this Declaration, the Code of Regulations of the Association and any violation or Infractions thereof.

4. The installation of a common television antenna or satellite dish and the maintenance thereof for the use of all residents of the Development or to contract for other types of cable or commercial television distribution service.

5. The installation and distribution of any and all other types of utility service or community protection service or any other type of service or utility that would run to the benefit of all of the owners of all of the residential units in the Development.

In the event any assessment is not paid within thirty (30) days after its due date, the Association may proceed by the process of law to collect the amount due by foreclosure of the above described lien, or against the owner or owners personally obligated to pay the same, or both. The Association shall also be entitled to recover and have and enforce against each residential lot owner a lien for its costs and expenses in such actions including attorney's fees. Late fees for delayed payment of assessments can be imposed by the Board at the Board's discretion.

No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his residential lot.

ARTICLE V
MAINTENANCE

5.1 Maintenance by Owners. The owner of each residential lot shall furnish and be responsible for, at his/her own expense, all the maintenance, repairs, decorating and replacements of all improvements within his/her residential lot. Each residential lot owner is responsible to maintain his/her residential lot (except as otherwise provided for herein) and improvements in an acceptable manner as shall be set forth by the Board of Trustees and the Code of Regulations.

To the extent that equipment, facilities and fixtures within any lot shall be connected to similar equipment, facilities or fixtures affecting or serving other lots, then the use thereof by the owner of such lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or the Board of Trustees or the manager or managing agent for the Association or the Board of Trustees or the manager or managing agent for the Association shall be entitled to reasonable access to any lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other lots.

1. The easement shall be maintained by the owners or occupants of the servient tenement as open space, landscaping or as a garden and shall be retained in a manner not to restrict its use by the owners or occupants of the dominant tenement.

ARTICLE VI
EASEMENTS

6.1 Reservation of Easements. The Developer reserves to itself, its successors and/or assigns, the exclusive right to grant easements and rights-of-way for the construction, operation and maintenance of electric light, telephone wires and conduits, cablevision, and for drainage sewers, water and any other facilities and utilities deemed necessary or convenient by the Developer or its successors and assigns for services to the subdivision on, over, below or under all the areas designated on the recorded plat of the Development as "Utility Easements" or with words of similar import, and along and upon all highways now existing or hereinafter established and abutting all the residential lots from time to
time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structure, or any part thereof, or fence shall be erected or maintained over or upon any part of the areas designated as "Utility Easements" or areas designated with words of similar import on the plat. It is expressly permissible for the providing utility company and each lot owner, to forcibly enter a dwelling on a lot, with which that owner's lot is adjoined, in an emergency endangering life or property. No owner of any residential lot shall have the right to reserve or grant easements or rights-of-way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns, or the Association.

ARTICLE VII
OTHER GENERAL MATTERS

7.1 Notices. Any notice required to be sent to any owner of a residential lot, or any part thereof, or to the Developer or to the Association, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

7.2 Developer's Rights Assignable, Interpretation of Restrictions. The rights, privileges and powers granted to and/or reserved by the Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of the Developer, and any such assignment by the Developer shall be in writing and shall be the right to construe and interpret these restrictions, and its construction and interpretation in good faith, shall be final and binding as to all persons and property benefited by such restrictions.

The 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 (except as may therein be specifically reserved), shall thereafter be exercised by the Association.

7.3 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been adopted for the convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

ARTICLE VIII
POND RESTRICTIONS

8.1 Pond Restrictions. The Developer intends to construct a pond ("Pond") within the Common Areas, as more particularly shown on the plat for the subdivision. It shall be the responsibility of the Association to at all times maintain and keep in good condition the Pond and its attendant facilities. Maintenance of the Pond, as just stipulated, shall be a Common Area expense shared by all lot owners in Wesley Farms and any expansion thereof. Such expense shall include, but shall not be limited to, the obtaining of proper liability insurance for the Association with respect to the Pond, as well as any and all expenses incurred in the keeping of the Pond as a well-maintained wet detention area facility.

Unless otherwise authorized in writing by a two-thirds (2/3) majority of the lot owners whose lot abuts the Pond, under no circumstances shall the Pond be used for any of the following activities:

1. Ice skating;
2. Boating of any kind;
3. Swimming;
4. Fishing, except from the bank of one's own lot which shall be permitted.

Under no circumstances will any lot owner do anything to alter the level of the Pond without the prior written consent of the Association. Furthermore, under no circumstances may any lot owner discharge into the Pond any substance or discharge other than the normal flow of surface water from
those lots which adjoin the Common Area Lots which contain the Pond or any discharge of storm sewer water from the subdivision (or any expansion thereof through additional plats) to the Pond as a result of facilities established under the approval of all necessary governmental jurisdictions.

ARTICLE IX
DURATION OF RESTRICTIONS, AMENDMENTS AND ENFORCEMENT THEREOF

9.1 Duration of Restrictions. These covenants and restrictions shall run with the land and be binding thereon for a period of twenty-five (25) years from the date this Declaration of Restrictions is recorded, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless prior thereto all lot owners agree in writing to terminate this Declaration.

9.2 Amendments. These covenants and restrictions may be amended by the Developer unilaterally or with written approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the subdivision, which amendment must be signed by the Developer or all approving residential lot owners, as the case may be, with the formalities required by law, and filed with the Recorder of Lucas County, Ohio.

9.3 Enforcement of Restrictions. Any violation or attempt to violate any of the covenants or restrictions herein set forth shall be unlawful and the Developer, the Association or any person owning any residential lot shall have the right by any proceedings at law or in equity to enforce all restrictions, conditions, easements and reservations set forth herein or in the Association rules and regulations, as they may be promulgated. Failure by the Developer, the Association or by any owner of any residential lot to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation or easement.

9.4 Saving Clause. Invalidation of any of the restrictions herein contained by Judgment, Court Order, legislative act or amendment hereof by act of the owners of residential lots on the Development shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

9.5 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Development shall be made subject to this Declaration.

Wesley Farms Developers, LLC, the Developer herein, has caused this Declaration of Restrictions to be executed on the 27th day of May, 2005.

WESLEY FARMS DEVELOPERS, LLC,
an Ohio limited liability company

[Signature]

By: [Signature]
State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 31st day of May, 2005, by David Miller, President of Wesley Farms Developers, LLC, an Ohio limited liability company, on behalf of said company.

KELLY LAUBER
Notary Public - State of Ohio

CONSENT OF RECORD TITLEHOLDER

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee, hereby as record titleholder, consents to and adopts the foregoing Declaration.

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO, INC., TRUSTEE

By: [Signature]

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 3rd day of May, 2005, by John H. Moore, the President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, on behalf of said corporation.

Notary Public

ROBYN K. SCHMITZ
Notary Public, State of Ohio
My Commission Expires April 3rd, 2009

This Instrument Prepared by:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker, LLP
608 Madison Avenue, Suite 930
Toledo, Ohio 43604-1129

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