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DECLARATION OF RESTRICTIONS FOR
LOTS ONE (1) THROUGH EIGHTY-ONE (81) IN
WILDWOOD HOLLOW, A
SUBDIVISION IN THE TOWNSHIP OF SYLVANIA,
LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS ("Declaration") adopted by GARY L. GRUP, TRUSTEE, 2716 Dauber Drive East, Toledo, Ohio 43615, hereinafter called ("Developer"), and by THE WILDWOOD HOLLOW HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, hereinafter called ("Association"), as of this 17th day of August, 1993.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of platted lots one (1) through eighty-one (81) in the recorded plat of Wildwood Hollow ("the Plat"), a Subdivision in the Township of Sylvania, Lucas County, Ohio, which Plat is recorded in Volume 1725, Page 262, Inclusive, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the Subdivision" or "Wildwood");

WHEREAS, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of lots one (1) through eighty-one (81) ("lot or lots") in the Plat; and

WHEREAS, Wildwood (it is specifically understood that these Restrictions shall apply only to lot numbers one (1) through eighty-one (81) of the Plat and do not except for the creation of the maintenance easements thereupon referred to in Section 3.3 hereof apply in any respect to Lots 82, 83 or 84 of the Plat; therefore, notwithstanding anything to the contrary contained herein, where not so specifically limited all references herein to the Plat, Subdivision and/or Wildwood are deemed to mean and include only said lots one (1) through eighty-one (81) of the Plat) is intended to be a first-class, quality single-family residential subdivision developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Sylvania, 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 aforesaid development plan does for himself and his successors and assigns, hereby declare, covenant and stipulate that lots one (1) through eighty-one (81) as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, his successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I
USE OF LAND

1.1 Residential Lots. Lots one (1) through eighty-one (81) as located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter sometimes also referred to herein as
"Residential lots" or "residential lot". No structure of any kind shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling, an attached private garage of not more than four (4) car capacity which shall be made an integral part of dwelling and a in-ground swimming pool. Such a dwelling ("dwelling") shall be used and occupied solely and exclusively for private residence purposes by a single-family (as hereafter limited) and such family's servants.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. Not more than one single family residence shall however be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer; provided, however, under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other lot in the Plat.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No use or practice which is an unreasonable source of annoyance to the residents within the Subdivision or which shall interfere with the peaceful possession and proper use of Wildwood lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, 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 ninety (90) days after its delivery to such residential lot shall be removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the Subdivision. No residence shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided under Article II hereof. This shall include approved lawn and landscaping. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.4 Completion of Structures. Lot owners shall complete all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of the Developer as provided under Article II hereof.

1.5 Pets. Other than two (2) dogs, two (2) cats and two (2) small birds, suitably maintained and housed within a residential dwelling in conformance with any rules and regulations while may be adopted by the Developer or the Association, no animal of any sort may be kept, bred or maintained within any residence within the Subdivision without the prior written approval of the Developer or the Association. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developer or the Association. Pit Bulls and other vicious animals are strictly prohibited in Wildwood. All owners shall strictly comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by (or in the custody of) a
lot owner or his tenants or guests shall be permitted on any of the common areas ("Common Areas") in the Subdivision (as hereafter defined) except when it is leased or carried by hand and is either in an area that the Association has specially designated for walking pets or is being walked or transported directly to or from such area. The board of the Association may order temporarily or permanently banned from the Common Areas, and/or the Subdivision generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise. No animal may be kept on the Subdivision for commercial or breeding purposes. No animal may be kept outside of a residence unless someone is present in the residence. Any lot owner shall pick up and remove any solid animal waste deposited by any pet on the Subdivision land.

1.6 Signs. Except for any and all signs of the Developer or his designee having to do with the marketing and developing of the Subdivision, which are expressly permitted, after initial occupation of a residence, no signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the prior written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs. During construction of a residence on a particular lot and prior to occupation of such residence, not more than two (2) signs may be placed on any lot advertising the sale and company constructing the residence each not more than ten (10) square feet. All permitted signs shall be located at least fifteen (15) feet back from the right-of-way line.

1.7 Garages. On lots 1, 3, 9, 13, 14, 18, 20, 24, 25, 31, 49 and 50, garages must be side-loading or rear-loading. On all cul-de-sac lots within the Subdivision the Developer reserves the right to prefer side-loading garages. All front-loading garages will require compliance with certain wood treatment and design criteria specified and approved by the Developer.

1.8 Miscellaneous. 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 dwelling erected in the Subdivision shall be used as a residence, until the exterior thereof has been completed in accordance with the detailed plans and specifications approved by the Developer as provided under Article II hereof unless approved by the Developer at which time an alternate completion time will be established. Any truck, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot in the Subdivision, shall be suitably housed within the garage. All rubbish, debris and garbage shall be stored within the garage or an underground container. Each lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garage may from time to time be established by the Developer.

1.9 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than 24 hours without the prior written consent of the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of the Association if commercial lettering or signs are painted on or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger automobile as specified above. A lot owner and residents thereof may not keep more than four vehicles within Wildwood on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of
commercial vehicles while making delivery to or from, or while used in connection with providing services to the Subdivision. All vehicles parked within the Subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Wildwood for more than 24 hours, and no major repair of any vehicle shall be made on any of the property which constitutes Wildwood lands. Motorcycles are not permitted except with the prior written consent of the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of Wildwood.

1.06 Maintenance. Each lot owner shall maintain his residence and its improvements upon his lot in first class condition at all times, including, but not limited to, all trees and landscaping installed by Developer on any lot as part of the initial development of Wildwood. The exterior of all residences, including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. No lot owner shall change the exterior color of his residence without the consent of the Association. All sidewalks, driveways, and parking areas within the owner's lot or serving the owner's residence shall be cleared and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all dwellings, buildings, landscaping, gates, entrance and interior areas of public roads, and other improvements and structures shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, or approve with modifications, all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission.

The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme (which shall include the colors of all brick, siding and other exterior facades of the structure or improvement) of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with his records. Under no circumstances shall pre-manufactured homes or residences be constructed within the Subdivision without the prior written approval of the Developer. Prefabricated or modular homes are strictly prohibited within the Subdivision.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Wildwood as an architecturally harmonious, artistic and desirable single-family
residential Subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the sole judgement of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding his approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community.

2.3 Location of Structures. No dwelling, structure or improvement shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for same. This restriction as to the distances at which said dwelling, structure or improvement shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porticoes, and other similar projections of any dwelling.

2.4 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings, and no newspaper aluminum foil, sheets or other temporary window treatments are permitted anywhere in the Subdivision.

2.5 Swimming Pools and Other Above Ground Improvements or Property. No above ground swimming pools or radio or television receiving or transmitting equipment (which includes satellite dishes or similar devices) shall be permitted, installed or maintained on any lot. Without limiting any of the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool shall be subject to the approval of the Developer. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. No sheds, enclosures, or other such removable property of any kind shall be permitted unless first the plans and specifications therefore are submitted to and approved by the Developer in writing.

2.6 Driveway and Sidewalks. The owner of each lot in the Subdivision shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot at such time as a residence is constructed thereon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All sidewalks shall be installed through all driveway areas. All driveways in the Subdivision shall either be asphalt or some other permanent hard surface approved by the Developer in his sole discretion. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and his approval thereof endorsed thereon in writing.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Wildwood nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains, and similar ornaments, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be
permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Wildwood and/or the plan on file with the Lucas County, Ohio Engineer for the development of the Subdivision. Deviation of 12" or more from such established grades is strictly prohibited unless first approved by the Developer in writing.

Interim storm sewer pick-ups/catch basins are located on various residential lots throughout the Subdivision. Such interim storm sewer pick-ups/catch basins may not be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located, unless prior written approval has been obtained through the Lucas County Engineer and from the Developer under this Article, and so long as such action does not adversely or negatively affect the storm drainage flow or run off on or from any other residential lots.

2.9 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever or wherever erected shall be first approved by Developer in writing.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any mail and paper delivery boxes, provided, however, that mailboxes shall in any event be located per the applicable U.S. Postmaster's directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, look and quality. A drawing of an approved mailbox is on file at Developer's office for inspection by all lot owners.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed, or suffered to remain upon any lot until the written consent of the Developer shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated a four-rail English hurdle treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved fencing on the lot in the side of the fence provided the written approval of the Developer is first obtained. All approved fences shall be located at least fifteen (15) feet back from the building setback line or lines shown on the Plat. It is further provided that any fence approved for lots 1-81 will at a minimum conform to the existing four-rail English hurdle fencing installed by Developer at the Central Avenue entrance to the Subdivision.

2.12 Construction in Violation of Approved Plan. Developer, his successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter the any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop
construction on any such lot, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

2.13 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.14 The Wildwood Hollow Homeowners' Association, Inc. The Developer has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Wildwood Hollow Homeowners' Association, Inc.". The owners of lots in Wildwood and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in the Plat or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall except as may otherwise be provided for herein vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat.

2.15 Maintenance Charges. Each and every lot in Wildwood shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Dollars ($100.00) annually (such assessment shall be on a per lot basis), payment to be made annually at the time of taking title to any lot (appropriately prorated) and then on the first day of January each calendar year for such calendar year commencing January 1, 1994. The Association shall have a lien perpetually upon lots in Wildwood to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that The Wildwood Homeowners' Association, Inc. claims lien for unpaid annual assessments for the year(s) _____ in the amount of $________ against the following described premises:

(Insert Legal Description)

THE WILDWOOD HOLLOW HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation

By: __________________________, President

93 2539008
STATE OF OHIO, COUNTY OF LUCAS:

The foregoing Instrument was acknowledged before me, this day of August, 1983, by
President of The Wildwood Hollow Homeowners' Association, Inc., an Ohio
non-profit corporation, on behalf of the corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the
Developer may, when and as often as such delinquencies occur, proceed by
law to collect the amount then due by foreclosure of the above described
lien, otherwise, and in such event, shall also be entitled to recover and
have and enforce against each residential lot a lien for its costs and
expenses in that behalf, including attorney fees. No owner may waive or
otherwise escape liability for the annual assessments provided for herein
by non-use of any Common Areas or any facilities located thereon or by
abandonment of his residential lot. 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 foreclosure of a first mortgage shall extinguish the lien of
such assessment as to payments which became due prior to such sale or
transfer. No sale or transfer shall relieve such lot from liability for
any assessments thereafter becoming due or from the lien thereof. Said
charges and assessments shall be levied against all lots in Wildwood and
shall be applied only toward payment of the costs of collections,
improvements, the expenses of maintenance of the Association, and for any
and all other purposes which the Association may determine from time to
time to be for the general benefit of the owners of the lots in Wildwood
including, but not limited to, the maintenance and replacement of all
amenities, stone walls, fences and landscaping located within all boulevard
areas and public rights-of-way bordering and within the Subdivision as well
as on certain rear and side portions of Lot Numbers 62, 63 and 64 of the
Wildwood Hollow Subdivision (sometimes referred to herein as "the
Commercial Lots"), including all sprinkler systems and lamp posts
(presently nine (9) in number) installed by Developer at the entrance to
the Subdivision, an existing walking track also installed by the Developer,
and all grading or water detention/drainage areas (for purposes of these
Restrictions these areas and amenities constitute "Common Areas").
Notwithstanding anything to the contrary contained herein, the Developer
shall only pay (1/4) of the assessments otherwise attributable to any lot
in the Subdivision which is owned by the Developer and upon which no
construction has commenced. It is also agreed by the Developer that
restrictions shall be placed by him on the Commercial Lots so as to create
the easements reserved herein in Section 3.3 hereof in favor of the
Developer, his successors and assigns (which includes the Association),
and to impose on each of said lots a fixed $500 annual assessment to cover
their predetermined share of the maintenance costs associated with the
aforesaid "Developer Improvements" listed in said Section and described
above.

ARTICLE III

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to
himself, and to his successors and assigns, the exclusive right to grant
consents, easements and rights of way for the construction, operation and
maintenance of electric light, cablevision, telephone and telegraph poles,
water and conduits, including underground facilities, and for drainage,
sewers and any other facilities or utilities deemed convenient or necessary
by Developer or his successors and assigns for the service of the
subdivision on, over, below or under all of the areas designed as "Utility
Easements", or with words of similar import, on the Plat, and along and
upon all highways now existing or hereafter established and abutting all
the residential lots in the subdivision. Developer also reserves to
himself, his successors and assigns, a perpetual non-exclusive easement
over and upon a six inch portion of Lot Number one (1) in Wildwood to
permit the encroachment of a portion of the stone wall described above. Developer also reserve to himself, and to his successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the area designated as "Utility Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and approved fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, his successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer’s rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer’s rights, privileges and powers as provided in Section 2.14 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

3.2 Drainage Easements. In connection with the development and platting of Wildwood, the Developer has granted certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on the Subdivision as "Drainage" and "Drainage System" or with words of similar import ("Drainage System"). The Drainage System comprises part of the drainage system for the entire Wildwood. The Drainage System shall be kept clear and free of debris and otherwise maintained by the Developer or his successors and assigns, from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the Developer or his successors and assigns are not properly maintaining the Drainage System, in which case the amount and method of assessment shall be determined by the Lucas County Engineer. In such event, no party other than the lot owners shall have any liability or responsibility for maintenance of the Drainage System or for any assessments or costs relating thereto.

3.3 Developer Improvements. The Developer has constructed or is in the process of constructing a decorative tree line, landscaping, (which includes sprinkler systems), fencing and entrance wall along certain portions of the perimeter and Central Avenue entrance way of and to the Subdivision. The tree line, landscaping, fencing and entrance wall are located along the side or rear portions of lot numbers 31-45, 75-77, 64-66, the rear of lots 2-7 and over the sides and rear of the Commercial Lots. Accordingly, the Developer reserve to himself and to his successors and assigns, the exclusive right and easement for the construction, operation, maintenance, repair and replacement of said tree line, landscaping, fencing and entrance wall over, under and across those portions of the side or rear of lot numbers 31-45, 75-77, 64-66, 2-7 and the Commercial Lots upon which said tree line, landscaping, fencing and entrance wall are presently located, and over and across such other portions of the Subdivision upon which said tree line, landscaping, fencing and entrance wall may be presently constructed. Further, the Developer reserves to himself and to his successors and assigns, the right to from time to time go upon or permit any agent, representative, invite or contractor of the Developer to go upon said side or rear portions of lot numbers 31-45, 75-77, 64-66, of 2-7 and the Commercial Lots and any other portions of the Subdivision as may be necessary in connection with the construction, operation, maintenance, repair and replacement of said tree line, landscaping, fencing and entrance wall. No owner of any lot or residential lot shall have any right to remove, damage, deface, obstruct or interfere with said tree line, landscaping, fencing and entrance wall, without the prior written consent and approval of the Developer, his successors and assigns, or the Association.
ARTICLE IV
THE WILLOWOOD HOMEOWNERS' ASSOCIATION

4.1 The Association shall have the following powers and rights:

(a) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.

(b) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Willowood.

(c) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.

(d) To collect and dispose of funds as provided in Section 2.15 hereof.

(e) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

(f) To acquire title from the Developer to the Common Areas which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of Willowood, (presently there are no such Common Areas which could be so deeded), and to insure, manage, maintain, improve and repair the Common Areas (presently such Common Areas are actually certain areas and amenities located therein as herein previously described in Section 2.15 hereof).

(g) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of (i) Common Areas, (ii) any other such Areas as the Developer deems appropriate.

(h) To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 4.1.

(i) To enforce all provisions herein.

(j) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration or in the Plat.

(k) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

4.2 Each member of the Association, other than the Developer, his successors and assigns, shall be entitled to one vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the
RESTRICT/JRPMISC
August 19, 1993
Our File No. 2714-006

ASSOCIATION and in such event the vote for such residential lot shall be
exercised as the owners among themselves determine, but in no event shall
more than one vote be cast with respect to any residential lot. Where a
vote is cast by one of two or more owners of any residential lot, the
ASSOCIATION shall not be obligated to look to the authority of the member
casting the vote. Notwithstanding the above, so long as the Developer
shall hold title to any residential lot(s) in the Plat as above described,
the Developer shall be entitled to nine (9) votes for each residential lot
so owned or controlled by him.

ARTICLE V
DURATION OF RESTRICTIONS, AMENDMENTS

5.1 Term. These covenants and restrictions shall run with
the land and shall be binding upon the Developer, and all persons claiming
under or through Developer or the Association until the first day of
January, 2010 at which time these covenants and restrictions shall be
automatically extended for successive periods of ten (10) years.

5.2 Amendments. These covenants and restrictions may be
amended or revoked with the approval of the then owners of not less than
seventy-five percent (75%) of the residential lots in the Subdivision,
which amendment shall become effective from and after the filing with the
Recorder of Lucas County, Ohio, of an instrument stating the amendment
and signed by all approving residential lot owners with the formalities
required by law.

ARTICLE VI
COMMON AREAS

6.1 Use of Common Areas. Each member of the Association,
in common with all other members of the Association as owners of
residential lots, shall have the right to use the Common Areas at Wildwood
for all purposes incident to the use and occupancy of such member's
residential lot as a place of residence and other incidental uses including
the non-exclusive easement together with other residential lot owners o
use and enjoyment of the Common Areas and for other incidental uses
including but not limited to those uses set forth in this Article VI;
providing, however, that such right and non-exclusive easement to use the
Common Areas shall not extend to those portions of the Common Areas
where the Developer has approved extensions from adjacent residential
dwellings of patios, open porches, decks, walkways, driveways, decorative
walls, privacy screens, shrubbery and other similar items. All members
shall use the Common Areas in such manner as will not restrict, interfere
or impede with the use thereof by other members of the Association, except
to the extent that the Developer has approved the extension into the
Common Area immediately adjacent to residential dwellings erected on a
residential lot of patios, open porches, decks, walkways, driveways,
decorative walls, privacy screens, shrubbery and other similar items.

6.2 The boulevard islands at the Squirrel Bend Road entrance
to the Plat, and the landscaping located and/or presently installed by
the Developer in all public rights-of-way although located within the public
right-of-way shall be maintained, repaired and replaced, from
time to time, by the Association as Common Areas.

6.3 The Developer, his successors and assigns, hereby
reserves the right, at any time and from time to time, to convey fee simple
title to all or any portion of the Common Areas in the Plat, and in such
instance, the Association shall be required to accept delivery of a
quit-claim deed for such purpose; provided, however, that the Association
shall not be required to accept title to any Common Area in Wildwood until
such time as 50% of the platted residential lots in Wildwood are owned of
record by persons or entities other than the Developer.

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8.4 Notwithstanding the provisions of Section 4.1 and any designation of Common Areas on the Plat, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Developer shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

ARTICLE VII

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

7.1 Violations Unlawful. Any violation attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

7.2 Saving Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its partners, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

7.3 Transfers and Leases Subject to Restrictions. All transfers and conveyances of each and every residential lot in Wildwood shall be made subject to these restrictions. All leases of any residence within the Subdivision shall be subject to these Restrictions and all By Laws, rules and regulations adopted by the Association. No lease of any residence shall be less than six (6) months in duration.

7.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association at the address first indicated above for the Developer or to such other address as appears on the applicable public record.

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

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

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

7.8 Warranties. Each residential lot owner, by acceptance of a deed to a residential lot in Wildwood, acknowledges and agrees and shall
be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or suitability of the residential lots for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the Common Areas of Wildwood, or (c) Wildwood generally, other than as expressly stated in writing, (ii) by the Developer to the residential lot owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

Gary L. Grup, Trustee

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 17th day of August, 1993 by Gary L. Grup, Trustee.

Notary Public

JOHN W. MARTIN
Attorney-At-Law

THE WILLOUGHBY HOLLOW HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation

WITNESSES:

Gary L. Grup, President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 17th day of August, 1993, by Gary L. Grup, the President of The Willooughby Hollow Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

JOHN W. MARTIN
Attorney-At-Law

THIS INSTRUMENT PREPARED BY

Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue
Suite 930
Toledo, Ohio 43604

RECEIVED & RECORDED
AUG 25 1993
SUE RIJOX
RECORDE,LUCAS COUNTY,OHIO

93 2539002
DECLARATION OF RESTRICTIONS FOR
LOTS 82, 83, 84, WILLOW HOLLOW, A SUBDIVISION IN
SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

This Declaration of Restrictions (Declaration) adopted by
Winget, Inc., 15 South High Street, P.O. Box 166, New Albany, Ohio,
43054-0166 (Developer), as of this 31st day of October,
1996.

WITNESSETH THAT:

Whereas, Developer is the owner of the platted lots known as
lots numbers eighty-two (82), eighty-three (83), eighty-four (84),
in the recorded plat of Willow Hollow, a Subdivision in Sylvania
Township, Lucas County, Ohio, in accordance with Volume 132 of
Plats, page 36, (Collectively referred to as "Willow");

Whereas, Developer, for the benefit of all future owners of all
or any part of subject property, desires to establish certain
rights in and restrictions upon the use, improvement and enjoyment
of the subject property, in order to insure the stability of land
values and to protect all future owners of all or any part of the
subject property from variations not in keeping with the uses,
improvements and enjoyment described herein;

NOW THEREFORE, in consideration of these premises and in
consideration of the benefits accruing to the future owners of
subject premises, and the enhancement in value of said property,
and for the mutual benefit and protection of each and every person
who is, or shall hereafter become, an owner thereof, Developer, for
its successors and assigns, does hereby declare and stipulate that
the subject property, and every part thereof hereafter sold,
conveyed or transferred, including transfers by operation of law,
shall be deemed sold, conveyed or transferred subject to the
following covenants, conditions, agreements and restrictions, which
shall run with the land, to-wit:

SECTION I. USE OF LAND

No building or structure shall be erected and no portion of any
of the subject property shall be used for any use or purpose other
than professional office uses, including but not necessarily
limited to medical and institutional uses such as banking.

SECTION II. PROHIBITED USES

No portion of the subject property shall be used for strip
centers, restaurants, adult book store or related uses.
SECTION III. ARCHITECTURAL CONTROL AND PLAN APPROVAL.

No building, structure, fence, hedge, wall, sign, driveway, parking lot, lighting, appurtenance, grading or other improvement of any character, shall be commenced, erected, placed or maintained, nor shall any alteration, addition or change be made on the subject property or to the structures located on said subject property, without the prior approval in writing of the plans and specifications therefor by the Developer, its agent, successors or assigns. The Developer’s approval or rejection shall also apply to building materials, design colors and other aesthetic aspects of the proposed use. No site plan shall be submitted to Sylvania Township, the Lucas County Plan Commission, or any other planning or zoning body without that plan having been approved by the Developer, its agent, successors or assigns. The Developer’s approval or rejection of the plans and specifications shall be based upon a general plan or scheme of development for the subject property, and the scope of the Developer’s inquiry and authority shall be broad.

SECTION IV. SUBJECT PROPERTY SUBJECT TO CERTAIN OTHER RECORDED RESTRICTIONS.

Subject premises is currently subject to and shall remain subject to Article 3.3 of those restrictions for other lots in Wildwood Hollow, which restrictions were filed for record August 25, 1993 as Mortgage Microfiche Number 93-2523-002.

SECTION V. VIOLATIONS AND ENFORCEMENT OF COVENANTS.

Each grantee, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and the jurisdiction, rights and powers of the developer, created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby created, granted, reserved or declared, and all impositions and obligations hereby imposed, shall run with the land and every interest therein and bind each and every owner as though the provisions of this 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 herein contained shall give the developer, its successors, agents or assigns, the right to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove any structure, object or condition that may be or exists therein contrary to the intent and meaning of the provision hereof and the developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal; or, the continuance of any breach say
be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by the developer, its agents, successors or assigns.

A failure of the developer, its agents, successors or assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver or acquiescence in or consent to any violation thereof, and the developer, its agents, successors and assigns, shall at any time and at all times have the right to enforce the same.

The invalidity of any restriction hereby imposed or of any provision hereof, or any part of such restrictions or provision, shall not impair or affect in any manner, the validity, enforceability or effect of the remainder of this Declaration.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument this 2nd day of October, 1996.

[Signatures]

[Notary Public]

The foregoing instrument was acknowledged before me this 2nd day of October, 1996 by Gary L. Grup, its attorney in fact on behalf of Wingset, Inc., an Ohio corporation, on behalf of the corporation.

[Lisa J. Stalder]

Notary Public, State of Ohio
Commission Expires 11-14-17

Louisville Title Agency for N.W. Ohio, Inc., Trustee, title holding trustee for subject premises, hereby consents to the foregoing restrictions.

[Signatures]

Louisville Title Agency for
N.W. Ohio, Inc., Trustee

[Signatures]

96 2521A03
State of Ohio
County of Lucas

The foregoing instrument was acknowledged before me this 2nd day of October, 1996, by John W. Martin, President, and Rodney R. Frey, V.P., of Louisville Title Agency for N.W. Ohio, Inc., Trustee, on behalf of the corporation.

Notary Public

This instrument prepared by:
Wingset, Inc.

RECEIVED &Recorded
OCT 02 1996 4:08 pm
SUE RIOUX
RECORDER, LUCAS COUNTY OHIO

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