This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
FOR
WINNERSF FARM

Ridge Investors Limited Partnership, a partnership organized and existing under the laws of the State of Ohio, with its principal place of business at 6935 Filliol Road, Holland, Ohio. (hereinafter designated as "Ridge Investors") has caused to be duly laid out, approved, adopted and recorded in Volume 102, page 441, of the Plat Records in the Office of County Recorder of Lucas County, Ohio, a certain plat designated as Wynnbrook Farms. Plats I, II and III, a Subdivision in Springfield Township, Lucas County, Ohio (hereinafter designated as Wynnbrook). Ridge investors is now the owner of all lots in said Plats, and proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of said Plats and all the lots thereof, and shall run with the land for the benefit of "Ridge Investors" and all subsequent owners of lots in said Plats, and shall be binding on all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in said Plats, shall be and are as follows:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1. The word "restrictions" or "restriction" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.
4. The word "plot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The word "side yard" as used in this Declaration of Restrictions is intended to mean a yard between a building and the side line of the plot on which the building is located, and extending from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot line and the side of said building or any projections thereof.

7. Ridge Investors shall have the right to construe and interpret these restrictions, and its construction or interpretations, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the restrictions herein contained shall be construed together but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

8. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot, without the express written consent of Ridge Investors.

9. 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.

10. If, in the opinion of Ridge Investors, the shape of, dimensions, number of structures or typography of the lot or plat on which a building, structure, or improvement is to be made, is such that a strict construction of
those reservations or restrictions would work a hardship, Ridge Investors, may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure of building or the making of the proposed improvements.

ARTICLE II
USE OF LAND

1. Except as hereinafter provided, all the land in Wynbrook Farms shall be used for residential purposes only and for no other purposes. No more than one residence shall be built upon any one plot, no two residences will feature the same exterior facade and no two (2) dwellings will be permitted to have their driveway's side by side.

2. Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building. Garages shall be attached (minimum two (2) car) to the residence, and their entrance to said garage shall not face the street, and said garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, recreational trailer, house trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any lot, except that those structures approved by Ridge Investors as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by Ridge Investors. No material other than stone, brick, stucco or cedar (except for basements and interior walls) may be used on the exterior of said buildings. All fireplace chimneys are to be of a masonry construction.

4. No structure or building, or part thereof including porches, verandas, or other projections other than roof overhangs from said buildings shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear lines, than shown as building lines on the recorded plat of
Wynnbrook Farms, or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Ridge Investors hereinafter provided.

5. All one (1) story or one and one-half (1 1/2) story buildings shall not have less than two thousand (2000) square feet of living area.

All two (2) story buildings shall have not less than twenty-one hundred (2,100) square feet of living area.

6. One (1) and one and one-half (1 1/2) story buildings walls shall not be erected or maintained upon any plot near than fifteen (15) feet from any side plot line.

7. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises, provided however, that a water well for a lawn sprinkler system or GEO Thermal Heating System may be installed, erected or placed upon said premises.

8. Lots 1, 2, 3, 4, 5, and 15 bordering on Filliod Road are to have a sixty five (65) foot building line.

9. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said lot or otherwise, shall be erected or maintained upon said lot or building thereon without the consent of Ridge Investors being first obtained in writing. The right is reserved by Ridge Investors to erect a small structure or signs on any unsold lots or plots.

10. No animals, horse, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that Ridge Investors may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of Wynnbrook Farms.

11. No clothes, sheets, blankets or other articles shall be hung out or
exposed on any part of said lot except in the rear yards. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.

12. No boat, boat trailer, house trailer, motor home, or truck of any type shall be parked, kept or stored on any lot in Wynbrook Farms unless completely within the closed garages. No trailer, tent, shack, or motor home of any type will be permitted on any said lot in Wynbrook Farms provided, however, that outbuilding, barn, gardenhouse, greenhouse, playhouse or treehouse may be erected using the same material and color scheme of the house, only after obtaining the written consent of Ridge Investors, or its assignees.

13. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within a garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Ridge Investors.

14. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

15. No dwelling erected in said Wynbrook Farms shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. All approved structures must be completed by an owner within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within 90 days after their delivery to such lots, shall be removed therefrom. No dirt shall be removed from said lots without the written approval of Ridge Investors.

16. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the plat of said subdivision shall 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 said premises for walks (and drive if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

17. No garages or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor until the size, location, type, style or architecture, cost and use of the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garages, including the driveway approach, and garage entrance shall have been first approved in writing by Ridge Investors, and a true copy of said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

**ARTICLE III**

**APPROVAL OF PLANS**

1. Ridge Investors, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and building, improvements (including, but not limited to: fences, swimming pools, signs, walls landscaping, automobile driveways), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Ridge Investors hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to
time and for such limited periods of time and purposes as it may desire.

2. No fence, swimming pool, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Ridge Investors shall having first been obtained therefore, 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. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by Ridge Investors provided such "split rail" fences are not over 5 feet in height and are not placed any nearer than the front set-back line of the house. However, the erection of "chain link" type fences is specifically and permanently prohibited in Wynbrook Farms.

3. Ridge Investors reserves the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Wynbrook Farms.

4. In all instances where plans and specifications are required to be submitted to and are approved by Ridge Investors, if, subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvements, such variance shall be deemed a violation of these restrictions.

**ARTICLE IV**

**EASEMENTS**

Ridge Investors, reserves to itself, the exclusive right to grant consents, easements, and right-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires, cablevision wires, and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all of the areas designated as "utility easement", "sewer easement", or with words of similar import on said plat of Wynbrook Farms and along and upon all highways now existing or hereafter established and abutting all the lots in said Wynbrook Farms. Ridge Investors also reserves
to itself, the right to go upon or permit any public utility company to go upon
the plots in said Wynnbrook Farms from time to time to install and maintain
such equipment, and to trim trees and shrubbery which may interfere with the
successful and convenient operation of such equipment. No buildings or other
structures, or any part thereof shall be erected or maintained over or upon any
part of the areas designated as "utility easement", "sewer easement", or words
of similar import upon said recorded plat of Wynnbrook Farms. The terms
"building" or other "structure" as used in the foregoing portions of this
Article IV of this Declaration of Restrictions shall include those structures
in the nature of houses and garages, but shall not include plot improvements
such as driveways and fences.

No owner of any of the lots in Wynnbrook Farms shall have the right to
reserve or grant any easement or right-of-way upon or over any of the lots in
said Wynnbrook Farms without the written consent of Ridge Investors.

ARTICLE V

RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions
or failure to conform thereto, Ridge Investors is granted the right to
summarily abate and remove at the expense of the owner thereof, any erection,
thing or condition that may exist contrary to these restrictions, or may take
such action at law or in equity which is available to it to enforce such
restrictions. Any owner of a lot in the aforesaid condition shall also have
the right and power to initiate and pursue any and all available rights in law
or equity against anyone violating these restrictions, in order to provide the
proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the
failure to enforce the provisions hereof no matter how many restriction hereby
imposed or any of the provisions hereof or of any part of any restriction or
provisions shall not impair or effect in any manner the validity,
enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of
Restrictions to, and/or reserved by Ridge Investors shall be assignable and shall inure to the benefit of the successors and assigns of Ridge Investors.

ARTICLE VI
PROPERTY OWNERS' ASSOCIATION

1. At any time after this sale of eighteen (18) or more lots in Wynnbrook Farms, Plats I, II, and III, Ridge Investors may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Wynnbrook Farms Property Owners' Association", or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Ridge Investors, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners voting jointly shall be entitled to but one vote.

2. The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable to the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the entrance, boulevard and cul-de-sac lands contained in Wynnbrook Farms and/or for the other maintenance providing general benefit for the subdivision.

3. Upon the sale of all lots in this subdivision, Ridge Investors will by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the Ridge Investors, which said agreement shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.
ARTICLE VII

DURATIONS OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Wynnbrook Farms and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Wynnbrook Farms regardless of how or in what manner said interest is acquired.

2. A violation of any of the rules and regulations adopted by Ridge Investors shall be deemed a violation of this Declaration and may be adjoined as herein provided.

3. Ridge Investors reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.

IN WITNESS WHEREOF, Ridge Investors has caused this Declaration to be signed by its General Partner on the day and the year first above written.

RIDGE INVESTORS LIMITED PARTNERSHIP

By: Tim Gruber, General Partner

TIM GRUBER, GENERAL PARTNER

WITNESSED BY;

PATTIE E. BUTLER

PATTIE E. BUTLER

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02, MICROFICHE No. S4003.82, FILED 8/15/85.

SANDY REINHARD, RECORDER, BY AD

Acknowledged this 29th day of March, 1985, by said Partnership, by said General Partner, before me, a Notary Public in and for Lucas County, State of Ohio.

NATHAN W. SMITH, NOTARY PUBLIC, STATE OF OHIO

RECEIVED & RECORDED

MAR 28 1985 109 PM

WILLIAM T. COPELAND
RECORD, LUCAS COUNTY, OHIO
ASSIGNMENT

THIS ASSIGNMENT, executed this ___ day of August, 1989, by Ridge Investors Limited Partnership, an Ohio Limited Partnership, and given to Wynbrook Farms Homeowner's Association, Inc., an Ohio not-for-profit corporation.

WITNESSETH

WHEREAS, Ridge Investors Limited Partnership, an Ohio Limited Partnership, (hereinafter "Ridge Investors") is the developer which has developed Wynbrook Farms Plats I, II, and III, and pursuant to the Declaration of Restrictions for Wynbrook Farms recorded as Mortgage Number 85-0786-802 at Article VI therein, there contains a provision for the formation of a non-profit corporation under the laws of the State of Ohio, the purposes of which is to provide for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and

WHEREAS, Ridge Investors has caused the formation of said not-for-profit association; and

WHEREAS, Ridge Investors desires to transfer or assign all rights and obligations of said Limited Partnership as the developer of Wynbrook Plats I, II, and III, may have regarding the ongoing management of the Subdivision to Wynbrook Farms Homeowner's Association, Inc.

NOW THEREFORE, for value, the receipt and sufficiency of which is hereby acknowledged, Ridge Investors does hereby assign, transfer, or otherwise grant unto Wynbrook Farms Homeowner's Association, Inc., a not-for-profit corporation duly formed and existing under the laws of the
State of Ohio, its successors and assigns, all rights Ridge Investors may have with respect to the rights, privileges and powers retained by Ridge Investors within the hereinabove described Declaration of Restrictions for Wynnbrook Farms Subdivision, Plats I, II, and III, a Subdivision in Springfield Township, Lucas County, Ohio.

WITNESS, Ridge Investors Limited Partnership, an Ohio Limited Partnership, has caused this Assignment to be executed by Timothy X. Gruber, its Sole General Partner, this ___ day of August, 1989.

RIDG Investors LIMITED PARTNERSHIP
an Ohio Limited Partnership

By: ____________________________

Timothy X. Gruber,
its Sole General Partner

WITNESSETH:

Sara J. Peters

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this __________ day of August, 1989, By Timothy X. Gruber, Sole General Partner, on behalf of Ridge Investors Limited Partnership, an Ohio Limited Partnership.

RECEIVED & RECORDED

Notary Public

BILL COPELAND
RECORDEr, LUCAS COUNTY, OHIO