

DECLARATION OF RESTRICTIONS

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon the premises, unless nor until the size, location, type, style or architecture, use the materials of construction thereof, and the color scheme therefore, the grading plan of the lot, including the grade elevations of the dwellings, the plot plan showing the proposed location and details of the dwelling shall have been approved in writing by Developer, its successors, or assigns, and a true copy of the plans, specifications and details shall have been lodged permanently with Developer, and no dwelling, except such as conforms to the plans, specifications and details, shall be erected, reconstructed, placed or suffered to remain upon the premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, palace or suffered to remain on any lot.

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon the premises, nearer the front or street line or lines than the building set-back line or lines shown upon the Plat of the Subdivision, nor nearer the front or street line of the Subdivision, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. This restriction as to the distance at which the Dwelling house shall be placed from the front, side and rear lines of the premises shall apply to and include porches, verandas, portes cochere, and other similar projections of the Dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent to it and used in conjunction with it may include one lot or part of one, two or more lots delineated on the recorded Plat of Eaglewood, Plat I, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon the premises except for the exclusive use of the family occupying the Dwelling and the servants thereof, nor unless, such garage be made an integral part of the Dwelling, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of the garage, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of the garage shall have been lodged permanently with Developer, and no garage except as conforms to the plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon the premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions, at any point herein made applicable to the dwelling. No detached shed, garage, barn or any type

DECLARATION OF RESTRICTIONS

of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon the premises.

SECTION 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for the dwelling. No driveway shall be located, relocated or suffered to remain upon the premises except as construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. It shall be the responsibility of the owner(s) of each lot to install a sidewalk in accordance with the Plat of the Subdivision as prescribed and approved by the City of Sylvania. In the event the City of Sylvania requires the Developer to install a sidewalk on a lot, prior to an owner doing so, the Developer shall have a lien, evidenced by the document, against the lot on which the sidewalk installation was made to the extent of the costs and expenses incurred by the Developer in the installation of the sidewalk. The Developer shall release the lien upon receipt of full payment from the lot owner(s) for the installation of the sidewalk.

SECTION 7. No chain-link or stockade-style fence shall be erected on any lot. A picket-style (not exceeding three feet in height) or split-rail fence (with or without wire mesh) is permissible in the rear yard.

SECTION 8. No television, radio, microwave, laser or other communications disk or satellite dish (used primarily to receive television, radio, microwave, laser or other communication signals) shall be erected or maintained on any lot, without prior approval as to location and size by the City of Sylvania Zoning Commission and the Developer.

SECTION 9. No portion of the within described premises nearer to any highway 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 lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying the 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 objects shall be permitted to grow or allowed to be placed or suffered to remain anywhere thereon. No hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon the premises, nor shall a hedge be erected, placed or suffered to remain upon the premises until the written consent of Developer shall having been first obtained therefor, and to be subject to the terms and conditions of the approval as to its type, height, width, color, upkeep and any general conditions pertaining thereto that the approval may state.

SECTION 10. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Section would work a hardship, Developer may modify such provisions so as to permit variations in

DECLARATION OF RESTRICTIONS

cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

SECTION 11. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

SECTION 12. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plat of Eaglewood, Plat I, designed as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Eaglewood, Plat I, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical and telephone service to dwellings shall be underground from the main electrical or telephone supply lines.

SECTION 13. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon the premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon the premises, on well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon the premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon the premises or upon or visible from the outside of the dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

SECTION 14. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to owners or inhabitants of Eaglewood, Plat I.

SECTION 15. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks, (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-

DECLARATION OF RESTRICTIONS

called) shall be parked, stored or suffered to remain upon the premises or in the streets within Eaglewood, Plat I unless parked or stored within a garage on the premises out of view.

SECTION 16. No clothes lines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of the premises.

SECTION 17. All dwellings shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service. In addition, each Builder of a Dwelling on any lot in Eaglewood, Plat I shall comply with the site grading plan prescribed by the City of Sylvania Service Director. The City of Sylvania Service Director may determine that certain lots may require retaining walls in order to preserve trees presently located on those lots. If retaining walls are necessary and if the owner of the affected lots desires to preserve the trees, then the retaining walls will be constructed only after the plans have been approved by the City of Sylvania Service Director and The Developer as herein provided. If the owner of any lot does not wish to construct a retaining wall which may be necessary, then, in that event the site grading plan prescribed by the City of Sylvania Service Director shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 18. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon the premises unless the above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 19. Developer, subject to Section 17 above, reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or place thereon, so that the same may conform to a general plan.

SECTION 20. 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 the garage, basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the Dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time be established by Developer.

SECTION 21. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the 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, 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 or 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.

SECTION 22. No grantee or successor in title shall subdivide or

DECLARATION OF RESTRICTIONS

convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 23. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto, there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 24. 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, determination, modification, consent or any other such action shall be valid if accomplished by persons authorized to sign Deeds on behalf of Developer, or its assigns.

ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of not less than thirty-four (34) Dwellings in said Eaglewood, Plat I, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Eaglewood 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 thereof, and each such owner, including Developer 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 as co-owners acting jointly shall be entitled to but one vote. Until the Association is formed, Developer shall retain all the rights, privileges and powers as are provided in this Declaration. Developer reserves the right to incorporate one (1) non-profit corporation under the laws of the State of Ohio for a Property Owners Association made up of all single family home-owners in the entire Eaglewood Subdivision. In such event the membership and voting rules set forth above and below in Article Two shall apply to all single family Plats of Eaglewood which exist at the time the Association is formed and also to future single family Plats in the Eaglewood Subdivision.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of the property and all parts of the property shall at times be maintained subject to such rules and regulations.

SECTION 3. Developer by an instrument in writing, in the nature of an assignment, shall vest the Association, if and when formed, with the rights, privileges and powers herein retained by the Developer, and the assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

SECTION 1. Each grantee of Developer, by the acceptance of a Deed

DECLARATION OF RESTRICTIONS

of conveyance, accepts the Deed subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions or by Plat or Deed restrictions previously recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as through 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 Developer or its successors or assigns, or the Association, the right: (a) to enter upon the land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner of the lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of these provisions, and Developer or its successors and/or assign, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. All restrictions, covenants, conditions, agreements and other provisions contained in this Declaration shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property described in this Declaration, and none of the restrictions, covenants, conditions agreements or other provisions shall supersede or in any way reduce the security of affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of the property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

SECTION 3. 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.

SECTION 4. The invalidity of any restriction hereby imposed, or of any provisions of this Declaration, or of any part of the restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

SECTION 5. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants contained in this Declaration, except those set forth in Section 11 of Article One.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the Association shall be deemed a violation of this Declaration and may be enjoined as provided in this Declaration.

SECTION 7. The rights, privileges and powers retained by Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR

Eaglewood Plat I and Eaglewood Plat II
Subdivisions In The City of Sylvania, Lucas County, Ohio

WITNESSETH:

WHEREAS, Eaglewood Development Company, an Ohio corporation, executed on the 6th day of June, 1986 a Declaration of Restrictions for Eaglewood Plat I and on the 26th day of December, 1986 a Declaration of Restrictions for Eaglewood Plat II, Subdivisions in the City of Sylvania, Lucas County, Ohio, and

WHEREAS, said restrictions were recorded on the 9th day of June, 1986 and on the 31st day of December, 1986 in the Lucas County, Ohio Recorder's Office, mortgage records 86-0705A07 and 86-2061B11, and

WHEREAS, Eaglewood Development Company has cause to be incorporated a Non-Profit Ohio Corporation known as EAGLEWOOD HOME OWNERS ASSOCIATION, INC., and

WHEREAS, EAGLEWOOD HOME OWNERS ASSOCIATION, INC. has adopted an Amendment to the Declaration of Restrictions.

NOW, THEREFORE, the following shall be made part of the public record.

On the 9th day of November, 1989, the EAGLEWOOD HOME OWNERS ASSOCIATION, INC., adopted by a two-thirds (2/3) affirmative vote of the association members the following Amendment:

The following language is to be added to Article I, Section 13 of the Declaration of Restrictions for Eaglewood Plat I and for Eaglewood Plat II:

"In the case of a home office, use of the premises for business will be permitted. This usage will be limited to personal use as an office. Business meetings cannot be conducted nor can clients come to the premises for the purpose of conducting business."

IN WITNESS WHEREOF, EAGLEWOOD HOME OWNERS ASSOCIATION, INC., an Ohio Non-Profit Corporation, has caused the above Amendment to the Declaration

of Restrictions to be signed by its President and Secretary by authority of its Board of Trustees on the 28th day of May, 1990.

Witnessed By:

[Signature]
[Signature]

EAGLEWOOD HOME OWNERS
ASSOCIATION, INC.

By: [Signature]
Gary Fitzpatrick, President

[Signature]
Cathy Skelly, Secretary

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for the State of Ohio, personally appeared Gary Fitzpatrick and Cathy Skelly, President and Secretary respectively, who acknowledged that they did sign said instrument as officers of EAGLEWOOD HOME OWNERS ASSOCIATION, INC., an Ohio Non-Profit Corporation, by authority of its Board of Trustees and that said instrument is the voluntary act and deed of said Gary Fitzpatrick and Cathy Skelly as such officers, and the voluntary act and deed of EAGLEWOOD HOME OWNERS ASSOCIATION, INC., for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this 28th day of May, 1990.

[Signature]
Notary Public - State of Ohio

This Instrument Prepared By:

Box
WAGONER, STEINBERG, CHINNIS & DORF
Attorneys-at-Law

By: John E. Wagoner, Esq.
7445 Airport Highway
Holland, Ohio 43528
Ph: (419) 865-1251

SANDRA GAYE PAYNE
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES APR. 14, 1992

1000

RF

RECEIVED & RECORDED

JUN 20 1990

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

12 05 PM

90 799A02

26546

AMENDMENT TO THE DECLARATIONS OF RESTRICTIONS FOR

Eaglewood Plat I and Eaglewood Plat II
Subdivisions In The City of Sylvania, Lucas County, Ohio

WITNESSETH:

WHEREAS, Eaglewood Development Company, an Ohio corporation, executed on the 6th day of June, 1986 a Declaration of Restrictions for Eaglewood Plat I and on the 26th day of December, 1986 a Declaration of Restrictions for Eaglewood Plat II, Subdivisions in the City of Sylvania, Lucas County, Ohio, and

WHEREAS, said restrictions were recorded on the 9th day of June, 1986 and on the 31st day of December, 1986 in the Lucas County, Ohio Recorder's Office, Mortgage Records 86-0705A07 and 86-2061B11, and

WHEREAS, Eaglewood Development Company has caused to be incorporated a non-profit Ohio Corporation known as EAGLEWOOD HOME OWNERS ASSOCIATION, INC., and

WHEREAS, said restrictions were amended on the 28th day of May, 1990 and recorded on the 20th day of June, 1990 in the Lucas County, Ohio Recorder's Office, Mortgage Records 90-799A01, and

WHEREAS, EAGLEWOOD HOME OWNERS ASSOCIATION, INC. has adopted a second Amendment to the Declaration of Restrictions.

NOW, THEREFORE, the following shall be made part of the public record.

On the 23rd day of May, 1991, the EAGLEWOOD HOME OWNERS ASSOCIATION, INC., adopted by a two-thirds (2/3) affirmative vote of the Association members the following Amendment:

The following language is to be added to Article I, Section 20 of the Declaration of Restrictions for Eaglewood Plat I and for Eaglewood Plat II:

"Composting of green yard waste will be allowed in a single bin constructed of either wood, plastic or wire. The size limitation of this bin is 3' x 3' x 3'. Green yard waste is defined as: grass and shrub clippings, weeds and flowers. The method of composting should be aerobic."

M E T R

1075

C

91 1404B08

IN WITNESS WHEREOF, EAGLEWOOD HOME OWNERS ASSOCIATION, INC., an Ohio Non-Profit Corporation, has caused the above Amendment to the Declaration of Restrictions to be signed by its President and Secretary by authority of its Board of Trustees on the 18 day of September, 1991.

Witnessed By:

Denise C. McQueen
Karen L. Hylan

EAGLEWOOD HOME OWNERS
ASSOCIATION, INC.

By: William Hylan
William Hylan, President

By: Mark Dilmuth
Mark Dilmuth, Secretary

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for the State of Ohio, personally appeared William Hylan and Mark Dilmuth, President and Secretary respectively, who acknowledged that they did sign said instrument as officers of EAGLEWOOD HOME OWNERS ASSOCIATION, INC., an Ohio Non-Profit Corporation, by authority of its Board of Trustees and that said instrument is the voluntary act and deed of said William Hylan and Mark Dilmuth, as such officers, and the voluntary act and deed of EAGLEWOOD HOME OWNERS ASSOCIATION, INC., for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of September, 1991.

Christine M. Winterfeld
Notary Public - State of Ohio

This Instrument Prepared By:

WAGONER & STEINBERG

Attorneys at Law

By: John E. Wagoner, Esquire

7445 Airport Highway

Holland, Ohio 43528

PH: (419) 865-1251

FAX: (419) 866-8798

CHRISTINE M. WINTERFELD,
Notary Public
Lucas County, State of Ohio
My Commission Expires July 28, 1994

Box
CIm-D64/6

RF

100

RECEIVED & RECORDED

SEP 24 1991

SUE RIOUX

RECORDER, LUCAS COUNTY, OHIO

10:45 AM