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DECLARATION OF RIGHTS AND RESTRICTIONS

AS TO VILLAGE OF FOX HOLLOW PLAT ONE
A Subdivision in Monclova Township,
Lucas County, Ohio

THIS DECLARATION OF RIGHTS AND RESTRICTIONS (the "Declaration") is made and adopted as of the 20 day of December, 1990, by The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation ("Owner"), with offices at 616 Madison Avenue, Toledo, Ohio 43604.

WHEREAS, Owner is the owner in fee simple of all of the property constituting Village of Fox Hollow Plat One, a Subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at Volume 128, Pages 85-87 of the Lucas County, Ohio Record of Plats ("Fox Hollow Plat One").

WHEREAS, the property constituting Fox Hollow Plat One is described on Exhibit A attached hereto and incorporated herein (the "Property").

WHEREAS, lots nos. 1-59 inclusive, buffer lots A, B and C and all of the common areas shown on Fox Hollow Plat One shall be hereinafter referred to as "lots".

WHEREAS, lots nos. 1-59, inclusive, in Fox Hollow Plat One shall be hereinafter referred to as "residential lots".

WHEREAS, Owner desires to establish a general plan for the development, improvement and use of the Property as an architecturally harmonious, first-class, high quality residential subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the residential lots more attractive for residential purposes and will protect present and future owners of the residential lots in their use and enjoyment thereof for residential purposes.

WHEREAS, Owner intends to provide for the development of a subsequent plat or plats as an extension of Fox Hollow Plat One on certain other lands (the "Adjacent Property") located adjacent and contiguous to the Property; Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plat(s) which are in all respects similar to the restrictions on Fox Hollow Plat One and which will make the lands in such subsequent plat(s) more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes; and Owner or its successors and assigns may exercise the above-mentioned reserved rights by filing



consecutively numbered plats of Fox Hollow together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration.

NOW, THEREFORE, Owner, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the lots in the Property shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 Each residence dwelling on a residential lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

1.2 No structure shall be erected, placed or maintained on any residential lot other than one single-family residence dwelling (a) containing not less than 1,600 total square feet (exclusive of porches, decks, basement and garage) in the case of a single-level structure, or (b) containing not less than 1,000 square feet on the first floor level and not less than 1,600 total square feet (exclusive of porches, decks, basement and garage) in the case of structures containing more than one level. In addition, each such residence dwelling shall include a private garage of not less than two (2) nor more than three (3) car capacity which shall be attached to the residence dwelling.

1.3 Subject to paragraph 9.7 hereof, nothing contained in this Declaration shall prevent the use of a parcel of land composed of more than a single residential lot for one (1) single-family residence dwelling.

1.4 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of residential lots in the subdivision.

1.5 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lot.

1.6 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, at the Property. No manufactured home or pre-fabricated structure of any kind shall be erected or placed on any residential lot, unless first approved as provided under Article II hereof. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the Plans approved therefor as provided under Article II hereof.

1.7 No truck, boat, bus, tent, mobile home, trailer, car, camper or other similar vehicle or housing device shall be stored at any time on a residential lot unless housed within a garage building. Roof mounted antennas and all other types of outside antennas are expressly prohibited on residential lots. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.8 No residential lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of residential lots), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. All structures must be completed by a residential lot owner within one (1) year after the date of the beginning of the construction thereof. No sod, dirt or gravel, other than that incidental to construction of approved structures, shall be removed from any residential lot without the prior written approval of the Owner, its successors and assigns.

1.9 Any pets at the Property shall be maintained within residence dwellings. Dogs and cats shall be permitted outside residential dwellings only if leashed.

1.10 All rubbish, garbage and debris (combustible and non-combustible) on residential lots shall be stored in underground containers, in containers entirely within the garage or basement or, if approved as provided under Article II hereof, in outside containers. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Owner, its successors and assigns, or the Association (as hereinafter defined).

1.11 No signs of any character other than signs of not more than ten (10) square feet in the aggregate (on all sides) advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed on

or about any residential lot without the prior written permission of the Owner, its successors and assigns, or the Association; and the Owner, its successors and assigns, or the Association, shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.12 All electric and telephone facilities and services at Fox Hollow Plat One shall be underground with the exception of (a) those above-ground services, if any, existing on the date hereof, and (b) any new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the public rights-of-way accessing the Property, provided that said new or replacement poles, facilities or services shall be located within the 10 foot strip of land at the exterior of such portions of the Property.

1.13 No structure or any part thereof shall be erected, placed or maintained on any residential lot nearer to the street or the street line or lines than any building line(s), building setback line(s) or building area(s) shown on Fox Hollow Plat One, except for a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof. Further, no structure or any part thereof shall be erected, placed or maintained on any residential lot nearer to the front, side or rear lot line than is permitted by the Codes.

1.14 No portion of any residential lot nearer to any street than the building line(s), building setback line(s) or building area(s) shown on Fox Hollow Plat One shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portions of residential lots for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fences, hedges, walls or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying said residential lots.

1.15 No unsightly weeds, underbrush or other object of any kind shall be permitted to grow or remain on any part of a residential lot. This paragraph 1.15 shall be construed to prohibit the planting or maintaining of farm crops or grains on residential lots.

1.16 No trash burner, outdoor fireplace or other outdoor device expelling gas or smoke shall be placed on any residential lot.

1.17 Notwithstanding any other provision of this Declaration, the Owner and other contractors approved by the Owner shall be permitted to construct and use construction and/or sales office(s) and model home(s) on one or more lots at the Property.

1.18 No satellite dishes or similar receiving or transmitting devices shall be permitted on any residential lot unless first approved as provided in Article II hereof.

1.19 No above ground swimming pool shall be permitted on any residential lot unless the swimming pool has a total water surface of less than eighty (80) square feet and a depth of less than two (2) feet.

1.20 No firearms of any type shall be discharged on the Property or on any lot at the Property.

ARTICLE II ARCHITECTURAL CONTROL

2.1 Subsequent to the filing of this Declaration, the members of the Architectural Control Committee shall be elected by the Association from time to time. The Architectural Control Committee for Fox Hollow Plat One shall be comprised of three (3) members. Members of the Architectural Control Committee shall serve for one-year terms, or until a member's earlier resignation, incapacity or death. Members of the Architectural Control Committee may be re-elected; provided, however, that no member of the Architectural Control Committee shall serve for more than three (3) consecutive one-year terms at a time.

2.2 Detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, fences, walls, bridges, dams, driveways, sidewalks, mailboxes, hedges, landscaping and other enclosures, and satellite dishes and similar devices) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon any residential lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a residential lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the residential lot and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Architectural Control Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

2.3 In requiring submission of the Plans as herein set forth, Owner contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision.

In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of residential lots on the Property as a whole.

2.4 Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.5 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all residential lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. Notwithstanding anything else contained herein, any structure or residence dwelling built or constructed upon a residential lot shall be erected at an elevation of not less than one (1) foot higher than the 100-year flood elevation of 614.00 as shown on Flood Insurance Rate Map Community-Panel Number 390359-0885-B, dated March 16, 1983. In addition, no alterations to the grades, slopes and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any residential lot.

2.6 The exterior finish of all residence dwellings shall be vinyl, brick, stone or wood, or such other finish as may be approved by the Architectural Control Committee. All residence dwellings shall have wood windows (the exterior of which may be clad in aluminum or vinyl), and overhangs of not less than twelve (12) inches at the eave and not less than six (6) inches on the gable end. All residence dwellings, including the garages and any porches attached thereto, shall have roofs with pitches of not less than six (6) inches of rise per one (1) foot.

2.7 All residence dwellings shall have a rustic wood mailbox approved by the United States Postal Service and the Architectural Control Committee.

2.8 Upon the earlier of (a) one (1) year following the date of closing on the sale of a residential lot, or (b) the completion of construction of a residence dwelling thereon, each residential lot owner shall install and construct a sidewalk on such residential lot. The sidewalk shall be four (4) inches in depth except at drives where a six (6) inch depth will be provided, and shall be placed on firmly compacted dirt or stone. If a

residential lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 2.8, the Architectural Control Committee or the Owner shall have the right, without notice to the residential lot owner, to enter upon said residential lot and cause a sidewalk to be constructed thereon. In such case, the cost of such construction plus fifteen percent (15%) shall be added to and become a part of the next annual assessment (as hereinafter described) to which such residential lot is subject.

2.9 It is the duty of the owner of each residential lot, at the expense of each such owner, to keep and maintain the sidewalks located on such owner's residential lot in a good and clean manner and to clear the aforesaid sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereon, and each such owner shall indemnify and hold Monclova Township harmless from any liability to any person resulting from such owner's neglect, failure or refusal in performing said duty.

2.10 The Owner has established and prepared a master plan for the planting of trees on each residential lot, generally in the areas between the curb and sidewalk on or along the public rights-of-way adjacent to such residential lots. A copy of said master plan is maintained at the offices of the City of Maumee. All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Each residential lot owner shall plant trees in the quantities and of the types set forth on said master plan, within the earlier of (a) one (1) year following the date of closing on the sale of a residential lot to such owner, or (b) the completion of construction of a residence dwelling thereon. If a residential lot owner fails to plant said trees in accordance with this paragraph 2.10, the Architectural Control Committee or the Owner shall have the right, without notice to the residential lot owner, to enter upon said residential lot and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be added to and become a part of the next annual assessment to which such residential lot is subject.

2.11 The Architectural Control Committee at its option may require that the Plans for any structures or other improvements be accompanied by an application fee to be applied by the Architectural Control Committee toward the costs associated with its review of such Plans.

ARTICLE III VILLAGE OF FOX HOLLOW HOMEOWNERS' ASSOCIATION

3.1 There is hereby created by the Owner, who owns all of the residential lots at the present time, the Village of Fox

Hollow Homeowners' Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the residential lots at the Property. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots on the Property.

3.2 The Association shall have the following powers and rights:

- (a) Subject to the provisions of this Declaration, to adopt the Rules and Regulations referred to in paragraph 7.2, as well as other rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance and upkeep of (i) the Common Areas (as hereinafter defined), and (ii) any easement areas created or reserved in this Declaration or on the recorded plat of Fox Hollow Plat One or any subsequent plat(s) of Fox Hollow, and (iii) the Pond and any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s)-of-way at the Property.
- (b) To appoint the members of the Architectural Control Committee, in accordance with paragraph 2.1 hereof.
- (c) 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, in any rules and regulations which the Association may promulgate pursuant hereto, or in any subsequent declaration(s) of Fox Hollow.
- (d) 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 Fox Hollow Plat One.

- (e) 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.
- (f) To collect and dispose of funds and assessments as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) of Fox Hollow.
- (g) 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.
- (h) To acquire title from the Owner to any common areas (the "Common Areas") which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of Fox Hollow Plat One or in any other subsequent recorded plat(s) of Fox Hollow.
- (i) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon.
- (j) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the residential lot owners and located within the boulevard islands, if any, the cul-de-sac islands, if any, or any other portions of the public right(s)-of-way at the Property.
- (k) To maintain, repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the

residential lot owners and located within the public right(s)-of-way at the Property.

- (l) 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, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph 3.2; to pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas; 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 paragraph 3.2.
- (m) To collect and dispose of funds and assessments related to, and to manage, maintain and clean or enter into contracts with third parties for the management, maintenance and cleaning of, the Brick Yard Court Lots (as hereinafter defined) in accordance with Article VII hereof.
- (n) 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; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent declaration(s) of Fox Hollow.

3.3 Each member of the Association other than the Owner, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member owns. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the 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 Owner holds title to any



residential lot(s) in Fox Hollow Plat One or in any subsequent plat of Fox Hollow as above-described, the Owner shall be entitled to four (4) votes for each residential lot owned by it.

ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Each and every residential lot and residential lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The initial annual assessment shall be equal to \$100.00, and such amount may be reasonably adjusted from year to year in the discretion of the Association.

4.2 The annual assessments of residential lot owners shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots owned by the Owner upon which no construction has commenced shall be 50% of the amount of the annual assessment for all other residential lots. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. Further, Owner does not guarantee or make any representations regarding the sufficiency of such assessments for the purposes set forth herein.

4.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and Article III. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties; provided, however, that the Association shall not expend an amount greater than \$5,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association. Upon demand of any residential lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

4.4 The Association shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of

the owner or owners of each residential lot at the time when the assessment becomes due. The lien of the annual assessments shall arise against each residential lot on the first day of the year in which it is due and shall be prorated between the owners of parts of residential lots in accordance with the proportion which the area of each part of a residential lot to which each owner holds record title bears to the total area of the residential lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Village of Fox Hollow Homeowners' Association claims a lien for unpaid annual assessments for the years _____ in the amount of \$ _____ against the following described premises:

(Insert Legal Description)

VILLAGE OF FOX HOLLOW
HOMEOWNERS' ASSOCIATION

By _____

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____, the _____, of VILLAGE OF FOX HOLLOW HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

4.5 In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each residential lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney

fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any residential lot shall not affect the assessment lien, or relieve the residential lot from liability for any assessments or from the lien thereof; provided, however, that the sale or conveyance 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 conveyance.

ARTICLE V EASEMENTS

5.1 The Owner reserves to itself and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation, maintenance, repair and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated with the words "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area", or with words of similar import, on Fox Hollow Plat One, and along and upon all highways and rights-of-way now existing or hereafter established and abutting all the lots in Fox Hollow Plat One. The Owner also reserves to itself and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on Fox Hollow Plat One as "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area" or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

5.2 No owner of any residential lot in Fox Hollow Plat One shall have the right to reserve or grant any easements or rights-of-way upon or over any of the residential lots in Fox Hollow Plat One without the prior written consent of the Owner, its successors and assigns.

5.3 The Owner reserves to itself, and to its successors and assigns, the exclusive right to extend any of the public

rights-of-way in Fox Hollow Plat One to any Adjacent Property that may be made the subject of a subsequent plat or plats as an extension of Fox Hollow Plat One or to any other adjoining property owned by the Owner.

ARTICLE VI
COMMON AREAS; ETC.

6.1 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 the Property 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 to the use and enjoyment of the Common Areas for such other incidental uses as are set forth in this Article VI. All members shall use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association.

6.2 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout the Property, although contained within the public right-of-way, are intended to be treated as if such boulevard islands and cul-de-sac islands are part of the Common Areas. Said boulevard islands and cul-de-sac islands shall contain landscaping and/or signage which shall be maintained and replaced, from time to time, by the Association.

6.3 The Owner has constructed or intends to construct a pond on the Property (the "Pond"). The owners of residential lots shall not have any right to use the Pond for recreational purposes and such use shall be strictly prohibited, unless otherwise provided by the Association. Any necessary maintenance of the Pond shall be the responsibility of the Association. No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Pond. Reasonable rules and regulations governing the use of the Pond may be promulgated from time to time by the Owner, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners.

6.4 No owner of any residential lot shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such owner's residential lot into the Pond, into any of the Drainage Easement areas shown on Fox Hollow Plat One, or into any other pond, lake or body of water on the Property, the Adjacent Property or any other adjoining property, whether before, during or after the construction of any structure or residence dwelling on such residential lot. In addition, under no circumstances shall the owner of any residential lot have the right to diminish, control or affect the level, volume, or amount of water in the Pond by means of irrigation or otherwise.

6.5 The Owner, its successors and assigns, shall have the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose.

6.6 Notwithstanding the provisions of paragraph 3.2 and any designation of Common Areas on Fox Hollow Plat One or any plat of the Adjacent Property, 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 Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots at the Property 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.

6.7 The Owner has constructed or is in the process of constructing a decorative fence along certain portions of the Salisbury Road frontage of the Property (the "Fence"). The Fence is located or to be located along the northerly five (5) feet of lots nos. 1-10, inclusive. Accordingly, the Owner reserves to itself and to its successors and assigns, the exclusive right and easement for the construction, operation, maintenance, repair and replacement of the Fence over and across the rear portions of lots nos. 1-10, inclusive, i.e., the area designated on Fox Hollow Plat One as "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement". Further, the Owner reserves to itself and to its successors and assigns, the right to go upon or permit any agent, representative, invitee or contractor of Owner, and its successors and assigns, to go upon said northerly five (5) feet of lots nos. 1-10, inclusive from time to time as may be necessary in connection with the construction, operation, maintenance, repair and replacement of the Fence. No owner of any lot or residential lot shall have any right to remove, damage, deface, obstruct or interfere with the Fence, without the prior written consent and approval of the Owner, its successors and assigns, or the Association.

6.8 In connection with the development and platting of Fox Hollow Plat One, the Owner has granted or will grant certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on Fox Hollow Plat One as "Drainage" and "Drainage Easement" or with words of similar import. Included in the areas subject to these drainage easements are the Pond and any other bodies of water located on the Property and/or on the Adjacent Property, and the associated storm outlets and overflow lines, lake level control lines, storm sewer outflow lines outside the roadway rights of way, and storm water discharges from the storm drainage system (collectively, the "Drainage Facilities"). The Drainage Facilities comprise part of the drainage system for the entire Fox Hollow Plat One. The Drainage

Facilities shall be kept clear and free of debris and otherwise maintained (as determined by the Lucas County Engineer, or otherwise) by the Association, 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 Association is not properly maintaining the Drainage Facilities, 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 residential lot owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.

6.9 Buffer lots A, B and C have been conditionally dedicated to the Board of Lucas County Commissioners, for the public use, as set forth on Fox Hollow Plat One.

ARTICLE VII
SPECIAL MAINTENANCE PROGRAM

7.1 Notwithstanding anything else contained herein, the Owner intends to cause the Association to provide certain special management, maintenance and cleaning services to lots nos. 1-22, inclusive, located on Brick Yard Court in Fox Hollow Plat One (the "Brick Yard Court Lots"). These services shall consist of the cutting, mowing, trimming and maintenance of lawn areas and bushes, shrubbery and landscaping on the Brick Yard Court Lots, and the removal and shoveling of snow from driveways and front sidewalks of all residence dwellings on the Brick Yard Court Lots. Such services may be performed by the Association, or the Association may contract with third parties for the performance of such services. From and after the date of recording of this Declaration until December 31, 1991, such services shall be required to be provided. Commencing on January 1, 1992, and on a year-to-year basis thereafter, said owners of the Brick Yard Court Lots shall determine, by majority vote, whether or not the Brick Yard Court Lots shall participate and take part in the above-described maintenance program.

7.2 The owners of the Brick Yard Court Lots shall be responsible for the payment of each such residential lot's pro rata share (i.e., 1/22) of the cost of all services provided under the above-described maintenance program. The Association shall assess for and collect each residential lot's pro rata share of the cost of such services on a monthly basis, in accordance with the Rules and Regulations (as hereinafter defined).

7.3 From time to time, the Association shall adopt rules and regulations (the "Rules and Regulations") more specifically describing the terms and conditions of the above-described special maintenance program for the Brick Yard Court Lots.

ARTICLE VIII
DURATION OF RESTRICTIONS; AMENDMENTS

8.1 This Declaration shall run with the land and shall be binding upon the Owner and all persons claiming under or through the Owner until December 31, 2011, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

8.2 This Declaration may be amended prior to December 31, 2011 with the written approval of the then owners of not less than 60% of the residential lots, 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. This Declaration may be terminated as of December 31, 2011 and may be amended or terminated thereafter with the written approval of the owners of not less than 50% of the residential lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE IX
ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

9.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, 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 covenant, agreement or restriction 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.

9.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order, or amendment hereof by act of the owners of residential lots, shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

9.3 All transfers and conveyances of each and every lot in Fox Hollow Plat One shall be made subject to this Declaration.

9.4 Any notice required to be sent to any owner of a residential lot in Fox Hollow Flat One or to the Owner or to the Architectural Control Committee 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 Owner or to any member of the Architectural Control Committee or to the Association as such address appears on the applicable public records or on the records of the Association or on the

records of the Architectural Control Committee or on the records of the Association.

9.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

9.6 The Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

9.7 No owner of any residential lot shall subdivide the same or convey less than the whole of any residential lot without first obtaining the written consent of the Owner, its successors and assigns, or the Association.

9.8 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.

9.9 Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owner, its successors and assigns, the shape of, dimensions or topography of the residential lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on Fox Hollow Plat One, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such residential lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

9.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of residential lots, or which would cause this Declaration to cease being beneficial to the owners of such residential lots, the Owner, its successors and assigns, after receiving the written approval of the owners of not less than 60% of the residential lots, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected residential lot owner. The provisions of this paragraph 9.10 shall not be construed as a limitation upon the right of the Owner to

modify the provisions of this Declaration as provided in paragraph 9.9 nor shall it limit the provisions of Article VIII hereof.

9.11 By acceptance and recording of a deed to a residential lot in Fox Hollow Plat One, each residential lot owner shall be deemed to have acknowledged and agreed that there are no representations, express or implied, by the Owner or the Association with respect to the merchantability, fitness or suitability of the Property for the construction of residences, with respect to any improvements on the Common Areas (whether or not constructed by the Owner), or otherwise with respect to Fox Hollow Plat One other than as expressly stated in writing (a) by the Owner to the residential lot owner; (b) in this Declaration; or (c) in the Articles of Incorporation or Code of Regulations (if any) of the Association and each residential lot owner, by the acceptance and recording of a deed to a residential lot, hereby releases the Owner from any liability with respect thereto. Furthermore, the Owner is under no obligation or duty to inspect, maintain or otherwise care for property designated as Common Area, any equipment erected or maintained thereon nor any easement over any Common Area, and the owners of residential lots hereby release and indemnify the Owner, to the fullest extent permitted by law, of and from any and all losses sustained, whether arising in tort or otherwise, on the Common Area(s). In addition, the trustees, officers, employees and agents of the Association are hereby released and indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including actions taken under this Declaration.

9.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

9.13 As used in this Declaration, the term "owner" shall be defined to mean the record title owner.

9.14 In addition to the Property and the Adjacent Property, Owner is also the owner of certain other lands (the "Nursing Home Property") located immediately adjacent and contiguous to the Property upon which Owner contemplates that a nursing home facility will be developed and constructed. In such event, Owner and its successors and assigns hereby reserve, and shall have, the exclusive right to grant to the Nursing Home Property and its owner, tenants, occupants and visitors, the non-exclusive right and easement to use the Common Areas at the Property for such uses and purposes as do not conflict with the uses of the Common Areas by the members of the Association, subject at all times, however, to such rules and regulations as may be adopted by the Association for purposes of regulating the use of the Common Areas.

IN WITNESS WHEREOF, The Port Lawrence Title and Trust Company, Trustee, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 20th day of December, 1990.

Signed and acknowledged
in the presence of: .

Molly Berman
Susan Neitzel

THE PORT LAWRENCE TITLE AND
TRUST COMPANY, TRUSTEE

By Victor Crouch
Its Vice President
By Robert Wasserman
Its Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 20th day of December, 1990 by VICTOR CROUCH, the VICE PRESIDENT, and by ROBERT LWASSERMAN, the VICE PRESIDENT, of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of the corporation.

Susan Neitzel
Notary Public



SUSAN J. NEITZEL
Notary Public, State of Ohio
My Commission Expires 3-6-91

This instrument prepared by:
Joseph A. Rideout
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

MORTGAGEE'S CONSENT

The undersigned Mid-American National Bank and Trust Company, an Ohio corporation, the holder of a certain open-end mortgage encumbering the lands included in Village of Fox Hollow Plat One, which mortgage is dated August 2, 1990 and recorded at File No. 90-1028B07 of the Lucas County, Ohio Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Rights and Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration of Rights and Restrictions.

IN WITNESS WHEREOF, the undersigned Mid-American National Bank and Trust Company, has caused this consent to be executed by its duly authorized officers as of December 11, 1990, 1990.

Signed and acknowledged
in the presence of:

[Signature]
[Signature]
(as to both)

MID-AMERICAN NATIONAL BANK
AND TRUST COMPANY

By Kirk Weckman

Its Vice President

By Steven T. Skarns

Its Loan Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 11th day of December, 1990, by Kirk Weckman, the Vice President, and Steven T. Skarns, the Loan Officer, of Mid-American National Bank and Trust Company, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

ELGGY FISHER

Notary Public, State of Ohio

My Commission Expires May 21, 1992

This instrument prepared by:
Joseph A. Rideout
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

EXHIBIT "A"

PARCEL I: A parcel of land being part of the Southwest 1/4 of Section 27 and part of the Northwest 1/4 of Section 34, all being in Town 2, United States Reserve of the Twelve Mile Square at the foot of the Rapids of the Miami of Lake Erie, Monclova Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the East line of said Southwest 1/4 of Section 27 with the centerline of Salisbury Road, as it now exists; thence in a Westerly direction along said centerline of Salisbury Road, as it now exists, having an assumed bearing of North 80°, 10', 58" West, a distance of 1,567.72 feet to a point; thence South 04°, 19', 02" West along a line, a distance of 55.25 feet to the intersection of a line drawn 55.00 feet Southerly of and parallel with said centerline of Salisbury Road, as it now exists, said line drawn 55.00 feet Southerly of and parallel with the centerline of Salisbury Road, as it now exists, also being the Southerly right-of-way line of said Salisbury Road as shown on right-of-way plans LUC-475-2.54 as prepared by the Ohio Department of Transportation, said point of intersection being the true point of beginning; thence continuing South 04°, 19', 02" West along a line, a distance of 164.87 feet to a point of curve; thence along an arc of curve to the left, an arc distance of 74.80 feet to a point of tangency, said arc of curve to the left having a radius of 432.40 feet, a central angle of 09°, 54', 40", a chord distance of 74.70 feet and chord bearing of South 00°, 38', 18" East; thence South 05°, 35', 38" East along a line, a distance of 100.00 feet to a point of curve; thence along an arc of curve to the right, an arc distance of 70.09 feet to a point of tangency; said arc of curve to the right having a radius of 752.43 feet, a central angle of 05°, 20', 13", a chord distance of 70.06 feet and a chord bearing of South 02°, 55', 32" East; thence South 00°, 15', 25" East along a line a distance of 91.07 feet to a point; thence North 89°, 44', 35" East along a line, a distance of 390.72 feet to a point; thence South 53°, 30', 42" East along a line, a distance of 91.92 feet to a point; thence South 08°, 10', 14" East along a line, a distance of 510.11 feet to a point; thence South 69°, 21',

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Exhibit "A"
(Continued)

05" West along a line, a distance of 228.12 feet to a point on curve; thence in a Northerly to Northwesterly direction, along an arc of curve to the left, an arc distance of 104.48 feet to a point on curve; said arc of curve to the left having a radius of 298.96 feet, a central angle of 20°, 01', 23", a chord distance of 103.95 feet and a chord bearing of North 24°, 54', 03" West; thence South 89°, 44', 35" West along a line, a distance of 194.52 feet to a point; thence South 00°, 15', 25" East along a line, a distance of 75.00 feet to a point; thence South 89°, 44', 35" West along a line, a distance of 190.00 feet to a point; thence North 00°, 15', 25" West along a line, a distance of 80.00 feet to a point; thence South 89°, 44', 35" West along a line, a distance of 140.61 feet to a point; thence South 00°, 15', 25" East along a line, a distance of 45.00 feet to a point; thence South 89°, 44', 35" West along a line, a distance of 100.00 feet to a point; thence North 00°, 17', 49" West along a line, a distance of 118.00 feet to a point; thence South 89°, 44', 35" West along a line, a distance of 180.00 feet to a point; thence North 00°, 17', 49" West along a line, a distance of 44.91 feet to a point of curve; thence in a Northerly to Northeasterly direction, along an arc of curve to the right, an arc distance of 12.61 feet to the intersection of a Boundary Line Agreement as recorded in Volume 2123, Page 117, Lucas County Deed Records, said point of intersection being a point on curve, said arc of curve to the right having a radius of 135.00 feet, a central angle of 05°, 21', 03", a chord distance of 12.60 feet and a chord bearing of North 02°, 22', 43" East; thence continuing in a Northerly to Northeasterly direction along said arc of curve to the right, an arc distance of 142.87 feet to a point on curve; said arc of curve to the right having a radius of 135.00 feet, a central angle of 60°, 38', 04", a chord distance of 136.29 feet and a chord bearing of North 35°, 22', 16" East; thence North 24°, 18', 42" West along a line, a distance of 217.52 feet to the intersection of the North line of said Northwest 1/4 of Section 34; thence North 19°, 50', 49" West along a line, a distance of 316.04 feet to a point; thence North 80°, 10', 58" West along a line, a distance of 265.65 feet to a point; thence North 38°, 22', 34" West along a line, a distance of 126.82 feet to the intersection of the East line

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Exhibit "A"
(Continued)

of a parcel of land as described in Volume 799, Page 583, Lucas County Deed Records, said point of intersection also being a point of curve; said East line of a parcel of land as described in Volume 799, Page 583, Lucas County Deed Records also being a line drawn 30.00 feet Easterly of and parallel with the centerline of Strayer Road, as it now exists; thence in a Northeasterly to Northerly direction along an arc of curve to the left, along said East line of a parcel of land as described in Volume 799, Page 583, Lucas County Deed Records, an arc distance of 195.90 feet to a point of tangency, said arc of curve to the left having a radius of 316.48 feet, a central angle of 35°, 27', 57", a chord distance of 192.79 feet and a chord bearing of North 33°, 53', 28" East; thence North 16°, 09', 29" East along said East line of a parcel of land as described in Volume 799, Page 583, Lucas County Deed Records, a distance of 135.27 feet the intersection of said Southerly right-of-way line of Salisbury Road as shown on the right-of-way plan LUC-475-2.54 as prepared by the Ohio Department of Transportation, said point of intersection being located 70.00 feet Southerly of said centerline of Salisbury Road, as it now exists; thence North 74°, 16', 34" East along said Southerly right-of-way line of Salisbury Road as shown on the right-of-way plan LUC-475-2.54 as prepared by the Ohio Department of Transportation, a distance of 34.79 feet to the intersection of said line drawn 55.00 feet Southerly of and parallel with the centerline of Salisbury Road, as it now exists; thence South 80°, 10', 58" East along said line drawn 55.00 feet Southerly of and parallel with the centerline of Salisbury Road, as it now exists, a distance of 814.98 feet to the true point of beginning.

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SUE RIOUX

RECORDER, LUCAS COUNTY, OHIO

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