

DECLARATION OF RESTRICTIONS

THE VILLAGE AT PLUM GROVE PLAT ONE SUBDIVISION

CITY OF TOLEDO, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by DLB Development, LLC, an Ohio limited liability company (hereinafter referred to as the "Developer"), and The Village at Plum Grove Homeowners' Association, Inc., an Ohio non-profit corporation (hereinafter referred to as the "Association"), on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the Plat of The Village at Plum Grove Plat One (the "plat"), a Subdivision in Springfield Township, Lucas County, Ohio as shown on the recorded plat of same recorded at 200511170086009 of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "Plum Grove"); and

WHEREAS, Association is an Ohio non-profit corporation formed by the Developer whose members shall be all of the owners of all of the lots ("lots" or "residential lots") in Plum Grove, and any and all future plats of same on any property adjacent to the plat; and

WHEREAS, Association is or will be the record owner of all those areas designated as Lot A Common Area, Lot B Common Area and Lot C Common Area (sometimes also referred to as the "Common Areas") on the plat including any portion thereof used for utility purposes, as well as recreational, landscaping, drainage and open space purposes; and

WHEREAS, Plum Grove is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Ordinances of Springfield Township, Lucas County, Ohio.

NOW THEREFORE, Developer and Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and in furtherance of the community development plan, do for themselves, their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the plat shall hereafter be conveyed by them, and their respective successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

RESTRICTIONS

1.01 Each grantee of a lot in the subdivision, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the

jurisdictional rights and powers of the Developer, the Association, created or reserved by this Declaration or by the plat or these restrictions 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 lot owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

1.02 Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until November 17, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

1.03 These covenants and restrictions may be amended prior to November 17, 2025, or may be amended or terminated after November 17, 2025, by the Developer unilaterally as long as the Developer owns one (1) lot in the subdivision or, in the event that Developer no longer owns at least one (1) lot in the subdivision, then by the then owners of at least two-thirds (2/3) of the lots in the subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefitted by such easement or easements.

1.04 Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the Developer or by the then owners of at least two-thirds (2/3) of said lots, as the case may be, with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.05 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

1.06 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. The Developer, the Association, or the architectural control committee (as hereafter defined) shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing these Declarations.

1.07 The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

1.08 In the event that any of the restrictions and covenants contained herein shall be unlawful or void by reason of the violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore, then such restrictions and covenants shall continue only for and until the day preceding the expiration of the maximum length of time for

which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

1.09 The invalidation of any of the restrictions and covenants, in whole or in part, herein, by judgment, court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any of the other provisions contained herein, all of which shall remain in full force and effect.

## RESIDENTIAL LOTS

2.01 The entire subdivision comprising the community development plan and the structures to be erected thereon shall, as hereinafter provided, be used only for single-family dwelling purposes, together with the usual accessory uses pertaining thereto, such as private or storage garages. Group homes are specifically deemed not to be "single-family" purposes. No prefabricated, manufactured, or modular homes or residences shall be approved for construction within the subdivision.

2.02 The Twenty-six (26) residential lots located as shown on the plat shall be residential lots and the remainder of the real estate included in the plat designated as Common Areas shall, except as otherwise provided for herein, be used exclusively for drainage, landscaping and/or utility and open space purposes as shown on the plat.

## ARCHITECTURAL CONTROL

3.01 No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways, trees, gardens, landscaping, hedges, or other enclosures, shall be erected, improved, installed, planted, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been first approved in writing by the architectural control committee (hereinafter sometimes referred to as the "committee").

3.02 Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman or in such other form as is satisfactory to the committee.

3.03 Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

3.04 All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat. This restriction as to the distances at which said structures shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, portecochre, and other similar projections of any such dwelling or wall. Under no circumstances shall any owner or any contractor while in the process of construction on any lot, without the permission of the adjacent lot owner, permit the parking of any vehicles and/or storage of any materials or debris whatsoever on any other lot not owned by such owner whether adjacent or not,

and whether said other lot is vacant or not. Any lot owner who violates this just recited prohibition shall be responsible for any damages caused by such unauthorized use of any other lot.

3.05 The minimum square footage of all residential dwellings erected within the subdivision (exclusive of garages, basements, if any, and patios) shall be One Thousand (1,000) square feet.

3.06 In addition to the specific recitations contained in the recorded plat pertaining to the installation of sidewalks, the owner of each lot in the subdivision agrees to be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or Developer to do so. All such sidewalks shall be installed completely through all driveway areas. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in questions in favor of Developer for the cost of same in the event Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the subdivision shall consist of either concrete, asphalt or some other permanent hard surface approved by the committee in its sole discretion.

3.07 The purpose of requiring detailed plans and specifications as herein set forth is to develop Plum Grove as an architecturally harmonious, artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner following a precise landscape plan.

3.08 Developer shall establish a master plan for landscaping of the entire subdivision which master plan shall take priority over all individual landscaping plans. As soon as practicable, but in no event later than six (6) months after a residence has been completed on any lot in the subdivision, the entire yard (front, back and side) of said lot shall be hydro-seeded to the curb line.

3.09 Developer shall establish a general architectural theme for roof design, color and material, trim colors, brick specifications and window detail, and reserves the sole and exclusive right to establish the location of all driveways as well as all grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the subdivision; it being expressly understood and acknowledged that Developer has already established such a theme with respect to driveway locations, brick specifications, trim colors and roof color, design and materials

3.10 In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the 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 lots in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest.

3.11 The committee shall consist of three individuals or members. All decisions of the committee shall be made by a simple majority vote of the members. Members of the committee shall

be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. The initial members of the committee shall be Daniel Bollin, Becky Bollin and Kerry Katafiasz. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish its power to appoint the members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

3.12 No structures or any part thereof shall be erected or maintained over any part of the areas designated as an easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements.

3.13 Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

#### THE VILLAGE AT PLUM GROVE HOMEOWNERS' ASSOCIATION

4.01 All owners of lots in the subdivision (and any future plats of same of any adjacent property) and all persons who hereafter acquire title to a residential lot in the subdivision (as so potentially expanded) shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of the Association.

4.02 The Association shall have the following powers and rights:

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

B. To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities in the subdivision.

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

- D. To collect and dispose of funds as provided herein.
- E. To perform all such acts and functions as are generally authorized by law to be performed by an Ohio non-profit corporation.
- F. To acquire title from Developer of the Common Areas which may be designated for the common use and enjoyment of residential lot owners in the subdivision and to insure, manage, maintain, improve and repair the Common Areas.
- G. To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of (i) Common Areas, (ii) and the performance of their duties as its officers, trustees and managers.
- I. To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves as deemed necessary by the Association.
- J. To enforce all provisions herein.
- K. Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration, or on the recorded plat.
- L. To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

4.03 Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot. Each member of the Association, in common with all of the other members as owners of residential lots in the subdivision, shall have the right to use the Common Areas in the subdivision for all purposes incident to the use and occupancy of their residential lot as a place of residence and other incidental uses; provided, however, under no circumstances will any owner have a right of access or easement over any portion of the Common Areas except as granted in the plat or herein. Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, or has otherwise assigned to the Association in writing all of Developer's rights under this Declaration of Restrictions, then notwithstanding any of the provisions contained in this Declaration of Restrictions, on all matters involving the Association, Developer shall be deemed to have one more vote than the vote of all of the lot owners' aggregate votes combined, so that Developer shall control the actions of the Association through such time.

4.04 No member shall use the Common Areas in such a manner as will restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants.

4.05 The Association shall collect and disburse funds for all purposes which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

#### ASSESSMENTS

5.01 For the calendar year 2006 and thereafter, except for the Developer, whom shall not be required to pay any annual assessments on any lots owned by Developer, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year. Such annual assessment shall be payable in equal quarterly installments on or before the first day of each third month during the calendar year for which the assessment is levied unless the Association shall change the payment schedule to something other than quarterly, such as monthly or annually. Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. For calendar year 2006, the initial annual assessment shall be \$200.00.

5.02 In addition to the annual assessment as aforesaid, upon the transfer and closing of each lot in the subdivision, the purchaser of said lot shall pay to the Association at closing a capital funds assessment fee in the amount of Two Hundred Dollars (\$200.00), which shall apply to each and every transfer of a lot in the subdivision. Notwithstanding the foregoing, transfers of lots in the subdivision from the Developer to Eagle Creek Builders & Developers, Inc. shall not be subject to this capital funds assessment.

5.03 If any lot owner is in default of the payment of the annual assessment or the capital funds assessment for more than thirty (30) days from the date such assessment is due and payable, a Notice of Lien in substantially the following form may be filed and recorded in the Lien Records of the Office of the Recorder of Lucas County, Ohio, which Notice of Lien shall identify the residential lot, the year and amount of the unpaid assessment, and shall be executed by an officer of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio:

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"Notice of Lien"

Notice is hereby given that Plum Grove Plum Grove Homeowners' Association, Inc. claims a lien for unpaid annual assessments for the year(s) \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ against the following described premises:

*Insert Legal Description*

Plum Grove Plum Grove Homeowners' Association, Inc., a non-profit corporation

BY: \_\_\_\_\_, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_, President of Plum Grove Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

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In any event if said assessments are not paid when due, Association may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, and otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses incurred in connection therewith, including its attorney fees. No owner may waive or otherwise escape liability for such assessments provided for herein by non-use of any common areas or any facilities located thereon or by abandonment of their residential lot. The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot shall not affect the assessment Lien; provided, however, that the sale or transfer of any residential lot with a mortgage thereon pursuant to judicial foreclosure proceedings may extinguish the payment obligations of such Lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the Lien itself. Said charges and assessments shall be levied against all lots in the subdivision and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Associations may determine from time to time to be for the general benefit of the owners of the lots in the subdivision.

5.04 It is contemplated that the Association's responsibilities will include, but may not be limited to, the contracting for necessary insurance upon, and maintenance, lighting and repair of, the Common Areas and all structures located on the Common Areas; maintenance of the pond; the watering of a portion of the Common Areas not lying adjacent to any lots (which watering shall be metered separate and apart from the lot owner's respective sprinkler systems); and the maintenance and repair of any drainage easements and utilities serving the subdivision. The owners of residential lots in the subdivision understand and agree that their share of such costs incurred by the Association will also be established and collected under the assessment procedures established herein and that

such assessments and charges for same shall constitute a lien against their respective lots as stipulated herein. The owners of residential lots in the subdivision further understand and agree that except as otherwise provided herein with respect to the irrigation of the Common Areas and subdivision landscaping, the Association shall have no obligation to install or maintain the required irrigation sprinkler systems on each lot, which requirement to install and maintain shall be the sole responsibility of each respective lot owner as herein provided.

## USE AND ACTIVITIES

6.01 No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot, except for home occupations conducted entirely within a residence and in such a fashion as to not interfere with other residents' quiet enjoyment of their residences. Notwithstanding this exception, under no circumstances shall any such home occupation be of such a nature as to violate any and all applicable zoning laws.

6.02 No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance in the subdivision. No use or practice which is an unreasonable source of annoyance to the residents within the subdivision or which shall interfere with the peaceful possession and proper use of the subdivision by its residents shall be permitted. No offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the subdivision.

6.03 No wells for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots. Developer retains the right to install and operate one (1) or more wells for the purpose of irrigating the Common Areas.

6.04 No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period which the structure is being erected, upon any such lot, building materials to be used in connection with the construction of such structure may be stored thereon, provided, however, that any building material not incorporated in said structure within ninety (90) days after its delivery to such lot shall be removed therefrom.

6.05 No outside burning of debris or materials of any kind shall be conducted anywhere within the subdivision. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

6.06 All structures must be completed by an owner within one (1) year of 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 added to or removed from said lots without the approval of the architectural control committee.

6.07 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary

shelter or housing device shall be maintained or used as a residence temporarily or permanently in the subdivision. No dwellings erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the architectural control committee and an occupancy permit has been issued.

6.08 No vehicles shall be parked in the street of the subdivision for a period of more than three (3) consecutive days without prior written consent of the Association. Furthermore, all owners shall use their best efforts to insure that all vehicles on their lot are parked within the garage or on the driveway located on their lot. No commercial vehicle, recreational vehicle, camper, boat or trailer shall be parked outside of a residence for a period of more than two (2) consecutive days without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of such vehicles while loading, unloading, making delivery to or from, or while used in connection with providing services to an owner or the subdivision. All vehicles parked within the subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain visible within the subdivision for more than seventy-two (72) hours. No major repair of any vehicle shall be made on the driveway or open space of any lot within the subdivision.

6.09 Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

6.10 No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

6.11 All rubbish, debris and garbage shall be stored entirely within the dwelling structure. The Developer, and thereafter, the Association, shall designate a refuse collection company to service the subdivision and each lot owner shall be required to contract for refuse collection services only from such designated refuse collection company; it being the intention of the Developer that all rubbish, debris and garbage be collected from the subdivision on the same day of the week by one refuse collection company. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may, from time to time, be established by the Association.

6.12 After initial occupation of a residence, except for any and all signs of Developer or its designee having to do with the marketing and developing of the subdivision, which are expressly permitted, and signs, containing no more than ten (10) cumulative square feet for all such signs, related to a political issue or campaign which is placed no sooner than three (3) weeks before the election covering the issue or campaign and removed immediately after the election, no signs of any character other than one (1) sign of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the prior written permission of Developer, and Developer

shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

6.13 Without the prior written consent of the Association, no lot or structure thereon shall be rented or leased except as hereinafter provided. Any lease approved by the Association shall be (i) in writing; (ii) for a period of at least one (1) year; (iii) shall contain a covenant that the tenant shall abide by these Declaration of Restrictions, the Code of Regulations of the Association and any Rules and Regulations adopted by the Association, including but not limited to, any Rules and Regulations specifically addressing the rental or lease of lots.

6.14 No fences of any kind except for three rail split rail fences with wire, or above-ground swimming pools, or radio or television receiving equipment (including, but not limited to towers, poles, antennas or the like) shall be permitted, installed or maintained on any lot. No sheds, garages, play houses, enclosures, television satellite dishes (other than not more than two (2) 24 inch satellite style dishes located on the lot so as not to be visible from the street), or other such removable property of any kind shall be permitted on any lot unless approved by the committee. Wood swing sets are permissible so long as they are maintained in good shape as determined by the committee.

6.15 Each lot owner shall be required to install, maintain and use on a regular basis an underground irrigation sprinkler system covering their respective lot(s) to ensure at all times that the subdivision shall maintain a uniform "lush greenscape" appearance of all lots therein. Additionally, in the event that a lot owner's lot lies adjacent to any Common Area, the last row of such lot owner's sprinkler heads shall be positioned in a manner that will allow such sprinkler heads to spray both the lot owner's lot and a minimum of thirty (30) feet of the Common Area lying adjacent thereto. Each lot owner shall also be required to maintain any and all shrubs, trees or landscaping installed by or on behalf of such lot owner in a manner satisfactory to the committee. In the event a lot owner shall fail to make a repair, perform maintenance or regularly water as required herein, the Association may perform the same, and the costs and expenses incurred by the Association will be assessed against each such lot owner and collected therefrom under the assessment procedures established herein. All such assessments and charges for same shall constitute a lien against such lot owner's respective lots as stipulated herein.

6.16 Developer shall have the exclusive right to determine the location, color, composition, size, design, lettering (including all house address number) and standards and brackets of any mail and paper delivery boxes, provided, however, all mailboxes shall in any event be located pursuant to the applicable U.S. Postmaster's directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, look and quality.

## POND

7.01 There shall be no swimming or boating of any kind in the pond.

7.02 There shall be no docks or similar devised on the pond unless approved by the

committee. If approved, such docks shall be only of a cantilever design so that no portion of the dock shall rest in the water.

7.03 There shall be no fishing in the pond until after January 1, 2009. Thereafter, fishing shall be allowed unless prohibited by the Association.

#### DEVELOPER RESERVATION OF RIGHTS

8.01 Developer shall have the exclusive right to consent and grant easements and rights of way for the construction, operation and maintenance of any drainage facilities, electric lights, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the Common Areas designated on the plat and along and upon all highways now existing or hereafter established and abutting the subdivision.

8.02 Developer hereby reserves a perpetual non-exclusive easement over and under Common Area lots "A", "B" and "C" for purposes of constructing and maintaining therein storm drainage lines to service the subdivision at such locations as selected by the Developer. Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

8.03 Developer reserves the right to relinquish its powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

8.04 Developer shall have the right to construe and interpret these restrictions and Developer's construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefitted or bound by these restrictions.

8.05 Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

8.06 Developer also hereby reserves the right to expand the subdivision to include property immediately adjacent to the plat and to include such adjacent property within the subdivision under subsequent plats. Such additional lots shall be subject to restrictions similar to those contained in this Declaration, and all such additional lot owners shall thereupon become members of the Association.

#### GENERAL

9.01 Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such

Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

9.02 In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the Common Areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

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

IN WITNESS WHEREOF, DLB Development, LLC, an Ohio limited liability company, and Plum Grove Homeowners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration on this 16<sup>th</sup> day of February, 2006.

DLB Development, LLC

by  
Daniel L. Bollin, Member

The Village at Plum Grove Homeowners'  
Association, Inc.

by  
Daniel L. Bollin, President

State of Ohio            )  
                                  )ss.  
County of Lucas        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2006, by Daniel L. Bollin, member on behalf of DLB Development, LLC, an Ohio limited liability company.

Notary Public

State of Ohio            )  
                                  )ss.

County of Lucas        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2006, by Daniel L. Bollin, President of The Village at Plum Grove Homeowners' Association, Inc, an Ohio corporation, on behalf of the corporation.

Notary Public