

# STONE OAK COUNTRY CLUB PLAT 2

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DECLARATION OF RIGHTS AND RESTRICTIONS

As To STONE OAK COUNTRY CLUB PLAT TWO  
A Subdivision in Springfield Township,  
Lucas County, Ohio

WHEREAS, CAVALEAR PROPERTIES LIMITED PARTNERSHIP, an Ohio limited partnership, with its principal place of business at 6444 Monroe Street, Sylvania, Ohio 43560 ("Developer"), is the owner in fee simple of all of the property constituting Stone Oak Country Club Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio, as per plat thereof recorded at Volume 180, Page 60461 of the Lucas County, Ohio Record of Plats ("Stone Oak Plat Two").

WHEREAS, the property constituting Stone Oak Plat Two is described on Exhibit A attached hereto and incorporated herein (the "Property").

WHEREAS, lots nos. 441, 442 and 549-568, inclusive, buffer lots A and B and green space C shown on Stone Oak Plat Two shall be hereinafter referred to as "lots".

WHEREAS, lots nos. 441, 442 and 549-568, inclusive, in Stone Oak Plat Two shall be hereinafter referred to as "residential lots".

WHEREAS, Developer has previously undertaken the development of Stone Oak Country Club Plat One, a Subdivision in Springfield Township, Lucas County, Ohio, as per plat thereof recorded at Volume 124, Page 54 of the Lucas County, Ohio Record of Plats ("Stone Oak Plat One"), and the Developer has executed and recorded a certain declaration of rights and restrictions as to Stone Oak Country Club Plat One at File No. 89-990A01 of the Lucas County, Ohio Records and a certain amendment to declaration of rights and restrictions at File No. 90-749D11 of the Lucas County, Ohio Records (collectively, the "Stone Oak Plat One Declaration").

WHEREAS, Stone Oak Plat One and Stone Oak Plat Two shall be hereinafter sometimes referred to collectively as "Stone Oak", and the term "Stone Oak" shall also hereinafter sometimes be used to refer generally to Developer's Stone Oak project.

WHEREAS, Developer desires to establish a general plan for the development, improvement and use of the Property as an extension of Stone Oak Plat One and as a first-class, high quality subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which are in all respects similar to the restrictions on Stone Oak Plat One and which will

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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, Developer is the owner of certain other lands (the "Adjacent Property") immediately adjacent and contiguous to Stone Oak Plat One and Stone Oak Plat Two; Developer intends to provide for the development on the Adjacent Property of a subsequent plat or plats as an extension of Stone Oak Plat One and Stone Oak Plat Two and in accordance with the general plan for the development of Stone Oak; and Developer 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 Stone Oak Plat One and Stone Oak Plat Two 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.

WHEREAS, Developer may purchase other lands in the vicinity of the Property (the "Additional Property") which Developer may desire to develop as an extension of and in conjunction with the development of the Stone Oak Plat One, Stone Oak Plat Two and the Adjacent Property and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as provided herein and in the Stone Oak Plat One Restrictions; and Developer reserves the right to extend the benefits and the burdens created by this Declaration to any such lands which may hereafter be acquired by Developer and developed in conjunction with the development of Stone Oak Plat One, Stone Oak Plat Two and any subsequent plat(s).

WHEREAS, Developer may exercise any of the above-mentioned reserved rights by filing consecutively numbered plats of Stone Oak together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration.

NOW, THEREFORE, Developer, 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 and the residential 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.

1.2 No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence dwelling, a private garage of not more than four (4) car capacity which may be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool and/or a tennis court.

1.3 Subject to Section 10.7 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.

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 other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof; provided, however, that this prohibition shall not be applicable to any facilities existing as of the date of this Declaration.

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 detailed plans and specifications approved therefor as provided under Article II hereof.

1.7 Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on a residential lot, shall be housed within a garage building. Roof mounted antennas are expressly prohibited on residential lots. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

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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 Developer, its successors and assigns.

1.9 Other than not more than two (2) dogs, not more than two (2) house cats and not more than two (2) small birds, all of which shall be maintained within residence dwellings, the maintenance or harboring of any animal(s) is expressly prohibited on any lot within the Property.

1.10 All rubbish, garbage and debris (combustible and non-combustible) on residential lots shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Developer, 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 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 Developer, its successors and assigns, or the Association; and the Developer, 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 facilities and services at Stone Oak shall be underground except for (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 Stone Oak as are adjacent and contiguous to the Angola, Crissey, Hill and Centennial Road public rights-of-way, provided that said new or replacement poles, facilities or services shall be located within the 50 feet strip of land at the exterior of such portions of Stone Oak.

1.13 No structure or any part thereof shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines than any building setback line or lines shown on Stone Oak Plat Two, except for a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof.

1.14 No portion of any residential lot nearer to any street than the building setback line or lines shown upon Stone Oak Plat Two 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, statuary, fountains, 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. This Section 1.14 shall be construed, however, to prohibit the planting or maintaining of vegetables, crops or grains on said portions of the residential lots.

1.15 Notwithstanding any other provision hereof, (a) no fences or fence-type structures of any kind shall be permitted on residential lots nos. 216-400, inclusive, and residential lots nos. 401-409, inclusive in Stone Oak Plat One, except as provided in Section 6.3 hereof; (b) no fences or fence-type structures shall be permitted on any other residential lot except for see-through fences (such as split-rail fences) not more than four feet in height, and any fence on any other residential lot shall be located not closer than five (5) feet from the rear property line of said residential lot; and (c) any and all fences at the Property shall be further subject to the provisions of Article II hereof.

1.16 No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.17 Notwithstanding any other provision of this Declaration, Developer and other contractors approved by Developer shall not be prohibited from the construction and use of 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 Notwithstanding any other provision hereof, no front-loading garage shall be permitted on any residential lot with a width of 100 feet or more at the building line; on all such lots, only side-loading or rear-loading garages shall be permitted.

ARTICLE II  
APPROVAL OF PLANS

2.1 Developer, its successors and assigns, shall act as the Architectural Control Committee to which detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, and satellite dishes and similar devices) must be submitted for examination and 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, color scheme and grading plan for the residential lot and the finished grade elevation thereof 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. Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as the Architectural Control Committee from time to time and for such periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns, is filed for record with the Lucas County, Ohio Recorder.

2.2 In requiring submission of the Plans as herein set forth, Developer contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision, in accordance with the general plan for the development of Stone Oak. 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 in Stone Oak Plat One and Stone Oak Plat Two as a whole.

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

2.4 Subject to the provisions of this Section 2.4, 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 and of Stone Oak. 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 foot higher than the 100 year flood level as shown and established on certain improvement plans for the Drainage Ditch (as described in Section 5.3 hereof), which improvement plans have been approved by and are on file at the office of the Lucas County Engineer. Further, all residential lots shall be graded so as to have a 15 foot wide strip or area around all sides of any structure or residence dwelling, which strip or area shall similarly be not less than one foot higher than the 100 year flood level as established by said improvement plans for the Drainage Ditch on file at the office of the Lucas County Engineer. In addition, the remaining portions of any residential lot upon which a structure or residence dwelling is erected shall be graded on a regular slope from the area of the structure or residence dwelling to the street pavement, except in cases of welling of trees or other natural vegetation, in accordance with certain grading, sloping and elevation requirements set forth in drawings on file at the office of the Lucas County Engineer.

2.5 Interim storm sewer pick-ups/catch basins are located on various residential lots throughout the Property. Such interim storm sewer pick-ups/catch basins may be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located, so long as such covering over, alteration or elimination is first approved by the Lucas County Engineer, and so long as such action does not adversely or negatively affect the storm drainage flow or run off on or from any other residential lots.

2.6 In all instances where Plans are submitted to and approved by the Architectural Control Committee, if, subsequent to receiving such approval, there shall be any variance from the approved Plans in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

#### ARTICLE III STONE OAK HOMEOWNERS' ASSOCIATION

3.1 The owners of all of the residential lots in Stone Oak Plat Two, together with the owners of all of the residential lots in Stone Oak Plat One and in any subsequent plats of Stone Oak on the Adjacent Property or on the Additional Property (from and

after the time Developer may elect to record plats subdividing such Adjacent Property and/or such Additional Property into residential lots and record restrictions encumbering such Adjacent Property and/or such Additional Property similar to the restrictions set forth herein and in the Stone Oak Plat One Declaration), along with all persons who hereafter acquire title to such residential lots, shall be members of the Stone Oak Homeowners' Association (the "Association"). The members of the Association, i.e., 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 at Stone Oak.

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3.2 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 the Stone Oak Plat One Declaration or in any subsequent declaration(s) encumbering any subsequent plat(s) of Stone Oak, 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 Stone Oak.
- (c) To represent the owners of residential lots before governmental agencies, offices and employees, and to generally promote the common interests of the residential lot owners.
- (d) To collect and dispose of funds as provided in Article IV hereof, and as may be provided in the Stone Oak Plat One Declaration or in any subsequent declaration(s) encumbering any subsequent plat(s) of Stone Oak.

- (e) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.
- (f) To acquire title from the Developer to 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 Stone Oak Plat One, the recorded plat of Stone Oak Plat Two, or any other recorded plat(s) of Stone Oak, and to insure, manage, maintain, improve and repair the Common Areas (subject to Section 8.4 hereof).
- (g) To acquire title from the Developer to (i) the following lands in Stone Oak Plat One: the Unbuildable Lots, the P.P.1-P.P.81 private places, the Castle Oaks Place private place, the Treetop Place private place and/or the Forest Glen Place private place and the Common Areas; and (ii) green space C and any other Common Areas in Stone Oak Plat Two.
- (h) 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 the Common Areas, the Unbuildable Lots, the P.P.1-P.P.81 private places, the Castle Oaks Place private place, the Treetop Place private place, and/or the Forest Glen Place private place in Stone Oak Plat One and green space C and any other Common Areas in Stone Oak Plat Two; to pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, Unbuildable Lots, P.P.1-P.P.81 private places, Castle Oaks Place private place, Treetop Place private place, and/or Forest Glen Place private place in Stone Oak Plat One and/or green space C and any other Common Areas in Stone Oak Plat Two, and to discharge any lien or

encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 3.2.

- (i) To enforce all provisions herein, in the Stone Oak Plat One Declaration and in any subsequent declaration(s) encumbering any subsequent plat(s) of Stone Oak.
- (j) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and of any easement areas created or reserved in this Declaration or on the recorded plat of Stone Oak Plat Two, in the Stone Oak Plat One Declaration or on the recorded plat of Stone Oak Plat One, or in subsequent restrictions or on subsequent plat(s) of Stone Oak.
- (k) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

3.3 Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential lot(s) in Stone Oak Plat One, Stone Oak Plat Two or in any subsequent plat of Stone Oak as above described, the Developer shall be entitled to nine (9) votes for each residential lot owned by it.

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ARTICLE IV  
ASSESSMENTS OF OWNERS

4.1 Each and every residential lot and residential lot owner shall be subject to an annual assessment in such amount as may be annually determined by the Association; provided, however, that in no event shall any such annual assessment for any one residential lot exceed an amount equal to \$200.00, as such amount may be increased from year to year in accordance with and in proportion to increases in the cost of living as measured by the U. S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (all cities), or any other index generally recognized as authoritative.

4.2 The annual assessments of residential lot owners shall be determined, levied and made on a uniform basis, with each residential lot in Stone Oak being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots in Stone Oak owned by the Developer upon which no construction has commenced shall be one-half 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 May of each calendar year for such calendar year.

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. 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 lot 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 Stone Oak Homeowners' Association claims a lien for unpaid annual assessments for the years \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ against the following described premises:

(Insert Legal Description)

STONE OAK HOMEOWNERS'  
ASSOCIATION

By \_\_\_\_\_

STATE OF OHIO )  
                  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_, of STONE OAK 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 his residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien, or relieve said residential lot from liability for any assessments or from the lien thereof. However, the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

ARTICLE V  
EASEMENTS

5.1 The Developer 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 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 as "Utility", "Drainage", "Ditch", "Sanitary", "Roadway", "Water Line", "Emergency Access", "Access", "Ohio Bell Telephone", "Dome Pipeline", "Green Space C", "Common Area" or with words of similar import on Stone Oak Plat One or Stone Oak Plat Two, and along and upon all highways now existing or hereafter established and abutting all the lots in Stone Oak Plat One and Stone Oak Plat Two. The Developer 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 Stone Oak Plat One or Stone Oak Plat Two as "Utility", "Drainage", "Ditch", "Sanitary", "Roadway", "Water Line", "Emergency Access", "Access", "Ohio Bell Telephone", "Dome Pipeline", "Green Space C", "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 Stone Oak shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots in Stone Oak without the prior written consent of the Developer, its successors and assigns.

5.3 In connection with the development and platting of Stone Oak Plat One and Stone Oak Plat Two, the Developer has granted certain drainage easements to the Board of Lucas County

Commissioners over portions of the areas designated on Stone Oak Plat One and/or Stone Oak Plat Two as "Drainage" and "Ditch" or with words of similar import. Included in the areas subject to these drainage easements is the drainage ditch located on golf course lots A, B, C and D (the "Golf Course Lots") on Stone Oak Plat One and designated on Stone Oak Plat One as "Ditch Easement", the lakes, ponds and other bodies of water located on Stone Oak Plat One and/or Stone Oak Plat Two and/or the Adjacent Property, and the associated storm outlets and overflow lines, lake level control lines, storm sewer outfall lines outside the roadway rights of way, and storm water discharges from the storm drainage system (collectively, the "Drainage Ditch"). The Drainage Ditch comprises part of the drainage system for the entire Stone Oak Plat One and Stone Oak Plat Two. The Drainage Ditch shall be kept clear and free of debris and otherwise maintained by the Developer or its successors and assigns, from time to time. In this regard, all residential lots and the Golf Course Lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the Developer or its successors and assigns are not properly maintaining the Drainage Ditch, in which case the amount and method of assessment shall be determined by the Lucas County Engineer. In such event, no party other than the lot owners shall have any liability or responsibility for maintenance of the Drainage Ditch or for any assessments or costs relating thereto.

5.4 The Developer has constructed or is in the process of constructing a decorative stone privacy wall and a chain link fence along certain portions of the perimeter of Stone Oak (the "Wall"). The Wall is located along various portions of the Common Areas, as well as along the rear portions of lots nos. 1-37, inclusive, and lot no. 41, and the front portions of lots nos. 111-118, inclusive in Stone Oak Plat One. Accordingly, in the Stone Oak Plat One Declaration, the Developer has reserved to itself and to its successors and assigns, the exclusive right and easement for the construction, operation, maintenance, repair and replacement of the Wall over and across the rear portions of said lots nos. 1-37, inclusive, and lot no. 41, and the front portions of lots nos. 111-118, inclusive in Stone Oak Plat One, and over and across such other portions of Stone Oak Plat One upon which the Wall may be constructed. Further, in the Stone Oak Plat One Declaration, the Developer has reserved to itself and to its successors and assigns, the right to go upon or permit any agent, representative, invitee or contractor of Developer, and its successors and assigns, to go upon the rear portions of said lots nos. 1-37, inclusive, and lot no. 41, and the front portions of lots nos. 111-118, inclusive, and any other portions of Stone Oak Plat One from time to time as may be necessary in connection with the construction, operation, maintenance, repair and replacement of the Wall. No owner of any lot or residential lot in Stone Oak shall have any right to remove, damage, deface, obstruct or interfere with the Wall, without the

prior written consent and approval of the Developer, its successors and assigns, or the Association.

5.5 The Developer, in the Stone Oak Plat One Declaration, has reserved to itself and to its successors and assigns in ownership of the Golf Course Lots, the non-exclusive right and easement for purposes of the piping, drainage and transmission of water to, from and between the Lakes (as described in Section 7.7 hereof), the Drainage Ditch and the Golf Course Lots. Said easement runs from that area at the northeast corner of the easterly of the two Lakes, in a northerly direction to golf course lot B, and in connection with said easement, the Developer and its successors and assigns in ownership of the Golf Course Lots has the right under the Stone Oak Plat One Declaration to go upon or permit its agents, representatives, employees or contractors to go upon the area subject to the easement from time to time to install, maintain, repair, replace and remove such equipment and facilities as may be necessary to pipe, drain and/or transport water from the Lakes to the Golf Course Lots.

5.6 In the Stone Oak Plat One Declaration, the Developer has reserved to itself and to its successors and assigns, the exclusive right to extend any of the public rights-of-way or private places in Stone Oak Plat One to any Adjacent Property or Additional Property that may be made the subject of a subsequent plat or plats as an extension of Stone Oak Plat One. Similarly, the Developer hereby reserves to itself and its successors and assigns, the exclusive right to extend any of the public rights-of-way or private places in Stone Oak Plat One or Stone Oak Plat Two to any Adjacent Property or Additional Property that may be made the subject of a subsequent plat or plats as an extension of Stone Oak Plat One and Stone Oak Plat Two.

ARTICLE VI  
VILLAGE OF STONE OAK; STONE OAK SANCTUARY

6.1 Residential lots nos. 216-400, inclusive, in Stone Oak Plat One are intended to comprise a separate residential community within Stone Oak known as the "Village of Stone Oak". The Village of Stone Oak has been planned and is being developed and improved as a zero lot line development. Accordingly, the Village of Stone Oak has been made subject to certain additional rights and restrictions (relating to grass mowing, landscape maintenance, snow removal, private roadway maintenance and general maintenance, repair and upkeep of common areas) set forth in a separate declaration, executed and recorded by the Developer subsequent to the execution and recording of the Stone Oak Plat One Declaration, at File No. 89-990C02 of the Lucas County, Ohio Records.

6.2 Residential lots nos. 401-409, inclusive, in Stone Oak Plat One are intended to comprise a separate residential community within Stone Oak known as "Stone Oak Sanctuary". The Stone Oak Sanctuary has been planned and is being developed and improved as a zero lot line development. Accordingly, the Stone Oak Sanctuary has been made subject to certain additional rights and restrictions (relating to grass mowing, landscape maintenance, snow removal, private roadway maintenance and general maintenance, repair and upkeep of common areas) set forth in a separate declaration, executed and recorded by the Developer subsequent to the execution and recording of the Stone Oak Plat One Declaration, at File No. 89-990D02 of the Lucas County, Ohio Records.

6.3 The Stone Oak Plat One Declaration provides that all residential dwellings and structures in the Village of Stone Oak and/or in the Stone Oak Sanctuary shall be erected wholly within the residential lot lines as shown on Stone Oak Plat One. However, if approved by the Architectural Control Committee, roof overhangs, patios, open porches, decks, walkways, driveways, decorative walls or fences of wood, masonry or metal composition, privacy screens and shrubbery may extend into the Common Areas immediately adjacent to residential dwellings which have been erected wholly within the residential lot lines.

6.4 The Stone Oak Plat One Declaration provides that unless the owners of adjoining residential lots in the Village of Stone Oak and/or the Stone Oak Sanctuary should otherwise agree, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built or maintained at any time within the Village of Stone Oak and/or the Stone Oak Sanctuary pursuant to plans and specifications approved by the Architectural Control Committee. In the event that any portion of any structure, including any foundation, footer, overhang, fire wall, party wall, decorative wall or fence, which has been constructed on or along a residential lot line in accordance with plans and specifications approved by the Architectural Control Committee shall protrude not more than six inches onto or over an adjoining residential lot, it is stipulated that such protrusion shall not be deemed to be an encroachment upon the adjoining residential lot, but the rights and obligations of the adjoining residential lot owner with respect thereto shall be governed by Section 6.4 in Stone Oak Plat One and no residential lot owner shall maintain any action for the removal of such protrusion. In such event, the Stone Oak Plat One Declaration provides that there shall be deemed to be a perpetual easement in favor of the encroaching party, so long as such use shall be maintained, for (a) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same, and (b) lateral support of such protrusion by the subsoil of and minerals in and under the servient parcel;

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provided, however, that such easement shall not be construed to prevent the owner of any residential lot from making excavations on such owner's lot for construction, reconstruction, enlargement, maintenance or repair of such owner's dwelling so long as such owner shall protect the rights granted the adjoining residential lot owner hereunder in making such excavations. The Stone Oak Plat One Declaration states that the foregoing shall also apply to any replacements of the original structure, party wall, decorative wall or fence, and the foregoing rights, once established, shall not be subject to amendment or change by way of amendment of the Stone Oak Plat One Declaration. In addition, Section 6.4 of the Stone Oak Plat One Declaration applies only to party walls and party fences which have been properly located under plans and specifications approved by the Architectural Control Committee and shall not be deemed to validate or to waive the right of any residential lot owner to require the removal of any encroachment which has not been so approved by the Architectural Control Committee.

6.5 The cost of reasonable repair and maintenance of a party wall or party fence in the Village of Stone Oak and/or in the Stone Oak Sanctuary is required to be equally shared by the residential lot owners who make use of the wall or fence in proportion to such use.

6.6 If a party wall or party fence is destroyed or damaged by fire or other casualty, any residential lot owner who has used the wall or fence may restore it, and if the adjoining residential lot owner thereafter makes use of the wall or fence, said adjoining owner is required to contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of the residential lot owner who restores the wall or fence to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions. Such right of any residential lot owner in Stone Oak Plat One to contribution from any other residential lot owner shall be appurtenant to the land and shall pass to such residential lot owner's successors in title.

6.7 In establishing the easements for and location of utility lines over the Common Areas of Stone Oak Plat One as referenced in Article V hereof, the Developer may determine it to be an esthetic benefit to and in the best interest of Stone Oak Plat One to locate such utility lines and the surface improvements serving such lines (such as electrical transformers and meters) in the Common Areas lying between pairs of residential lots to minimize the number of such installations which will be visible in Stone Oak Plat One. In such event, the utility lines serving one residential lot in a pair of lots may extend over the adjacent residential lot and/or through the dwelling located on such adjacent residential lot. Where such situation should occur, the Stone Oak Plat One Declaration creates an easement for such lines

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over the servient residential lot and, to the extent necessary, through any dwelling located thereon for the benefit of the benefitted lot and the dwelling located thereon with right of access, upon reasonable notice, to maintain, replace and repair such lines at the sole cost of the benefitted residential lot and in such manner as will cause the least disturbance to the servient lot.

6.8 In the Stone Oak Plat One Declaration, the Developer has reserved the right to grant to the owners of the residential lots at Stone Oak Plat One easements to construct and use driveways over that part of the Common Areas designated as driveway area in the Plans for the construction of a dwelling on each residential lot which are approved by the Architectural Control Committee. Such easements are intended for the exclusive benefit of the residential lots to which such driveways give access except and to the extent that the driveways so approved are combined driveways serving more than one residential lot. The Stone Oak Plat One Declaration provides that the easement so granted with respect to that portion of any driveway giving access to more than one residential lot shall be a non-exclusive easement for the benefit only of those residential lots to which access is given, the owners thereof and their invitees. Such non-exclusive easement areas shall at all times remain clear and unobstructed by the persons having the right to use them. The cost of maintenance, repair and replacement of all driveways shall be borne by the owners of the residential lots holding easement rights over them. Such costs with respect to non-exclusive easement areas shall be borne in equal shares by the owners having the non-exclusive right and easement to use them.

6.9 In any case where the structure on a residential lot in Stone Oak Plat One is served, serviced or supported by a driveway or other protrusion in or onto the Common Areas (as described under Section 6.8 of Stone Oak Plat One), the Stone Oak Plat One Declaration provides that the owner of such residential lot shall be fully liable and responsible for any and all losses, damages, injuries and liabilities resulting from, arising out of or related to said driveway or protrusion and the use thereof, and the owner of such residential lot shall defend, indemnify and hold harmless the Association and its trustees, officers, managers and other members, from any and all losses, liabilities, damages, expenses and costs (including court costs and reasonable attorney fees) in connection therewith.

6.10 The Stone Oak Plat One Declaration states that any residential unit constructed upon a residential lot in the Village of Stone Oak or in the Stone Oak Sanctuary shall be compatible in all respects with any residential unit constructed on any adjoining residential lot to which the newly constructed unit is to be attached and joined.

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6.11 Notwithstanding anything else contained herein, the Developer reserves to itself and to its successors and assigns the exclusive right, at any time and from time to time, to replat any one or more residential lots owned by the Developer in the Village of Stone Oak and/or Stone Oak Sanctuary, and in so doing, to enlarge or reduce the Common Areas adjacent to and surrounding the residential lots in the Village of Stone Oak and/or the Stone Oak Sanctuary. Such right of the Developer to replat residential lots within the Village of Stone Oak and/or Stone Oak Sanctuary may be exercised at any time and from time to time, without the necessity for any consent or agreement of any owners of residential lots in Stone Oak Plat Two.

6.12 Notwithstanding anything else contained herein, this Article VI shall be applicable only the Village of Stone Oak and the Stone Oak Sanctuary, and all references to "residential lots" in the Article VI shall relate solely to the residential lots in the Village of Stone Oak and/or in the Stone Oak Sanctuary.

ARTICLE VII  
GOLF COURSE; STONE OAK COUNTRY CLUB

7.1 The Golf Course Lots in Stone Oak Plat One comprise and include the Stone Oak Country Club golf course, club house and related facilities presently owned by the Developer and operated as the "Stone Oak Country Club".

7.2 No owner of any lot in Stone Oak shall have any rights or privileges to use the Golf Course Lots or the Stone Oak Country Club or any preference or advantage with respect to consideration for membership in Stone Oak Country Club, by virtue of said lot ownership. Residential lot owners may apply for membership in Stone Oak Country Club in the same fashion and pursuant to the same criteria, requirements and considerations as the general public.

7.3 Any owner of a residential lot in Stone Oak who is a member in good standing of Stone Oak Country Club shall be permitted to keep and maintain one golf cart in an enclosed garage at such residential lot, subject to (a) the payment by said residential lot owner of such "trail fees" as may be prescribed by Stone Oak Country Club, (b) any and all governmental requirements regarding the use of golf carts on public streets, and (c) such reasonable rules and regulations as may be adopted or promulgated by the Developer or the Association from time to time.

7.4 Notwithstanding anything else contained herein, it is acknowledged and agreed by all lot owners that the Developer, its successors and assigns, and/or the owner(s) of the Golf Course Lots shall have the right at any time or times to construct and

erect a privacy fence or fences along any portion of the perimeter of the Golf Course Lots. Such fence or fences may be erected at the sole discretion of the Developer, its successors and assigns, and/or the owner(s) of the Golf Course Lots, for purposes of screening the golf course, clubhouse and related facilities from unsightly rear yard conditions at any residential lot, or for any other reason.

7.5 Whenever the Treetop Place private roadway in Stone Oak Plat One or any of the Common Areas (or portions thereof) in Stone Oak are contiguous to any portion(s) of the Golf Course Lots, said contiguous portions of the Treetop Place private roadway and/or said contiguous portions of the Common Areas shall be subject to a non-exclusive easement in favor of the Golf Course Lots, for golf course out-of-bounds purposes, which easement shall be over and across the 10 foot wide strip of land immediately adjacent and contiguous to the Golf Course Lots.

7.6 The owner or owners of the Golf Course Lots in Stone Oak Plat One, from time to time, shall not be members of the Association, and except as otherwise expressly set forth herein, the Golf Course Lots shall not be subject to, bound by or obligated for any of the restrictions, obligations or duties set forth in this Declaration or in the Stone Oak Plat One Declaration. Further, the Golf Course Lots are not to be deemed or considered to be part of the Common Areas in Stone Oak Plat One.

7.7 The Developer intends to construct and create and/or has constructed and created two lakes (the "Lakes") on the Adjacent Property, which Adjacent Property may in the future be subjected to a subsequent plat or plats as an extension of Stone Oak Plat One and Stone Oak Plat Two. The Lakes, together with the Drainage Ditch (as described in Section 5.3 hereof) are subject to an easement in favor of the Stone Oak Country Club for irrigation purposes, as set forth in Section 5.5 hereof.

7.8 Notwithstanding anything else contained in this Declaration or in the Stone Oak Plat One Declaration, the owner(s) of the Golf Course Lots in Stone Oak Plat One, from time to time, shall have the right to use and divert water from the Lakes, as well as from any and all ponds, lakes and other bodies of water located on the Golf Course Lots, in unlimited quantities, for purposes of the irrigation, watering and maintenance of the golf course and related facilities on the Golf Course Lots. Each owner of a residential lot shall have the right to use the lake, if any, adjacent to such owner's residential lot, for recreational purposes only; provided, however, that any use of such lake shall be at the sole risk of said owner of an adjacent residential lot. Under no circumstances shall the Association or the owner of any residential lot have the right to diminish, control or affect the level, volume or amount of water located in the Lakes, in the Drainage Ditch or

in any pond, lake or other body of water located on the Golf Course Lots.

7.9 No owner of any residential lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's residential lot into the Lakes, the Drainage Ditch, or any other pond, lake or body of water in Stone Oak Plat One, Stone Oak Plat Two or the Adjacent Property, whether before, during or after the construction of any structure or residence dwelling on such residential lot.

7.10 No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Lakes or any other ponds, lakes or bodies of water.

7.11 Subject to Section 5.3 hereof, any necessary maintenance (as determined by the Lucas County Engineer, or otherwise) of the Lakes, the Drainage Ditch and any other ponds, lakes and bodies of water located in Stone Oak Plat One or Stone Oak Plat Two shall be the joint responsibility of the Association and the owner(s) of the Golf Course Lots. The cost of any such maintenance as required by the Lucas County Engineer or otherwise agreed upon by the Association and the Golf Course Lots owner(s) shall be paid 2/3 by the Association and 1/3 by the Golf Course Lots owner(s).

7.12 Reasonable rules and regulations governing the use of the Lakes and other ponds, lakes and bodies of water by owners of residential lots may be promulgated from time to time by the Developer, its successors and assigns, and/or the Association, and/or the owners of the Golf Course Lots and such rules and regulations shall be strictly observed by all residential lot owners.

ARTICLE VIII  
COMMON AREAS; PRIVATE PLACES; UNBUILDABLE LOTS

8.1 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 Stone Oak 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 and for other incidental uses including but not limited to those uses set forth in this Article VIII; provided, however, that such right and non-exclusive easement to use the Common Areas shall not extend to those portions of the Common Areas where the Architectural Control Committee has approved extensions from

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adjacent residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association, except to the extent that the Architectural Control Committee has approved the extension into the Common Area immediately adjacent to residential dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

8.2 The boulevard islands at the Stone Oak Boulevard, Pine Valley Boulevard, Orchard Lake Boulevard and Broadmoor Boulevard entrances to Stone Oak Plat One, although located within the public right-of-way, are intended to be treated as if such boulevard islands are part of the Common Areas. Said boulevard islands shall contain landscaping and Stone Oak identification signs. The landscaping and Stone Oak identification signs shall be maintained, repaired and replaced, from time to time, by the Association.

8.3 All portions of the Common Areas on Stone Oak Plat One or Stone Oak Plat Two that are designated as "Green Space" shall remain in their natural state and shall not be disturbed, altered or improved; provided, however, that at the option of the Developer, its successors and assigns, or the Association, a non-paved jogging/nature trail may be constructed in the Green Space Common Areas. If constructed, such jogging/nature trail shall thereafter be maintained by the Association.

8.4 Included in Stone Oak Plat One are the following three private places: Castle Oaks Place, Treetop Place and Forest Glen Place. These three private roadways are deemed to be part of the Common Areas, and are intended for the common use of residential lot owners for roadway, access, ingress and egress purposes. However, the maintenance, repair, replacement and upkeep of the Treetop Place roadway shall be handled in the manner and fashion set forth in the Declaration of Rights and Restrictions for the Village of Stone Oak, as referred to in Section 6.1 hereof; the maintenance, repair, replacement and upkeep of the Forest Glen Place roadway shall be handled in the manner and fashion set forth in the Declaration of Rights and Restrictions for the Stone Oak Sanctuary, as referred to in Section 6.2 hereof; and the maintenance, repair, replacement and upkeep of the Castle Oaks Place roadway shall be the sole responsibility of the owners, from time to time, of residential lots nos. 101, 102 and 103 in Stone Oak Plat One, i.e., those residential lots located adjacent to and serviced by Castle Oaks Place. The Association shall have no responsibility for the maintenance, repair, replacement or upkeep of Castle Oaks Place, unless so agreed by and among the Association

and the owners of residential lots nos. 101, 102 and 103 in Stone Oak Plat One.

8.5 Included in Stone Oak Plat One are the P.P.1-P.P.81 private places. The use and enjoyment of the P.P.1-P.P.81 private places is limited and restricted to the adjoining and abutting residential lot owners in Stone Oak Plat One for roadway, access, ingress and egress purposes. The P.P.1-P.P.81 private places are intended to benefit only those adjacent and abutting residential lots to which access is provided, the owners thereof and their invitees. In addition, the maintenance, repair, replacement and upkeep of the P.P.1-P.P.81 private places shall be handled in the manner and fashion set forth in the Declaration of Rights and Restrictions for the Village of Stone Oak, as referred to in Section 6.1 hereof.

8.6 Buffer lots A, B, C and D in Stone Oak Plat One and Buffer Lots A and B in Stone Oak Plat Two have been conditionally dedicated to the Board of Lucas County Commissioners, for the public use, as set forth on Stone Oak Plat One and Stone Oak Plat Two.

8.7 Included in Stone Oak Plat One are two unbuildable lots, i.e., lot no. 30, which is to be used for ditch purposes only, and lot no. 410, which is to be used for emergency access purposes only (the "Unbuildable Lots"). No residential unit of any type shall be constructed on either of the Unbuildable Lots.

8.8 The Developer, 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 in Stone Oak and/or to Castle Oaks Place and/or to Treetop Place and/or to Forest Glen Place and/or to the Unbuildable Lots and/or to the P.P.1-P.P.81 private places to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any Common Areas in Stone Oak or to Treetop Place or to Castle Oaks Place or to Forest Glen Place or to the Unbuildable Lots and/or to the P.P.1-P.P.81 private places until such time as 50% of the residential lots in Stone Oak are owned of record by persons or entities other than the Developer.

8.9 Notwithstanding the provisions of Section 3.2 and any designation of Common Areas or green space on Stone Oak Plat One or Stone Oak Plat Two or any plat of the Adjacent Property or the Additional 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 Area or green space unless and until the Developer shall convey such Common Area or green space to or for the benefit of the Association.

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Thereafter, the owners of the residential lots at the Property shall have only those rights with respect to the Common Areas or green space as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

8.10 Stone Oak Plat One requires the Developer to construct sidewalks or pathways outside of the Wall and along the perimeter of the Property. Such sidewalks or pathways shall be maintained, repaired and replaced, at all times, by the Association.

ARTICLE IX  
DURATION OF RESTRICTIONS; AMENDMENTS

9.1 This Declaration shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January, 2009, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

9.2 This Declaration may be amended prior to January 1, 2009 with the written approval of the then owners of not less than two-thirds (2/3) 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 January 1, 2009 and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the residential lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE X  
ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

10.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Developer, 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.

10.2 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

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affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

10.3 All transfers and conveyances of each and every lot in Stone Oak Plat Two shall be made subject to this Declaration.

10.4 Any notice required to be sent to any owner of a lot in Stone Oak Plat Two or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee 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.

10.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Developer shall be freely assignable by the Developer, in whole or in part, and shall inure to the benefit of the successors and assigns of the Developer.

10.6 The Developer, 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.

10.7 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 Developer, its successors and assigns, or the Association.

10.8 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.

10.9 Each residential lot owner, by acceptance of a deed to a residential lot in Stone Oak, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Developer, 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 Stone Oak Plat One or Stone Oak Plat Two, or of the yard requirements or any other provision of this Declaration or of the Stone Oak Plat One Declaration would work a hardship, the Developer, its successors and assigns, shall be permitted to modify this Declaration or the Stone Oak Plat One 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 Developer, its successors and assigns, shall not be limited in its

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exercise of its aforesaid right to modify this Declaration or the Stone Oak Plat One Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

10.10 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 in Stone Oak Plat Two, or which would cause this Declaration to cease being beneficial to the owners of such residential lots, the Developer, its successors and assigns, after giving written notice by mail to the record owners of such residential lots, and after receiving the written approval of the holders of record title to sixty-seven percent (67%) or more of such residential lots, may modify this Declaration so as to remove the hardship, or make this Declaration such as to be beneficial to the affected residential lot owner. The provisions of this Section 10.10 shall not be construed as a limitation upon the right of the Developer to modify the provisions of this Declaration as provided in Section 10.9 nor shall it limit the provisions of Article IX hereof.

10.11 Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any residential lot may affect the appearance of such residential lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, satellite dish or similar facilities, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such residential lot. The term "structure" shall also mean and refer to (a) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any residential lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any residential lot, and (b) subject to Section 2.4, any change in the grade of any residential lot of more than six (6) inches from that existing at the time of purchase by an owner.

10.12 Stone Oak Plat Two requires that four (4) foot wide sidewalks be located along one or both sides of certain roadways within the Property. On those residential lots where sidewalks are so required, no residence or dwelling or structure shall be constructed or occupied without the construction of said sidewalks, at the sole expense of the residential lot owner(s). The exact location of any required sidewalk shall be determined and

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designated by the Architectural Control Committee at the time it approves the Plans for a particular structure or improvement.

10.13 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.

10.14 As used in this Declaration, the term "owner" shall be deemed to mean the record owner.

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

IN WITNESS WHEREOF, Cavalear Properties Limited Partnership, acting by and through its duly authorized representative, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 11 day of February, 1992.

Signed and acknowledged  
in the presence of:

Richard Smith  
Kathy Black

CAVALEAR PROPERTIES LIMITED  
PARTNERSHIP

By Cavalear Corporation,  
General Partner

By Robert F. Cavalear  
Robert F. Cavalear,  
President

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this  
11 day of February, 1992 by Robert F. Cavalear, the President,  
of Cavalear Corporation, an Ohio corporation, on behalf of the  
corporation, as general partner of Cavalear Properties Limited  
Partnership, an Ohio limited partnership, on behalf of the limited  
partnership.

Kathy Brock  
Notary Public

KATHY BROCK  
Notary Public, State of Ohio  
Commission Expires June 26, 1996

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

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MORTGAGEE'S CONSENT

The undersigned Fifth Third Bank of Northwestern Ohio, N.A., the holder of a certain open-end mortgage encumbering the lands included in Stone Oak Country Club Plat Two, which mortgage is dated August 26, 1991 and recorded at File No. 144 91-1307-607 of the Lucas County, Ohio 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 Trustcorp Bank, Ohio, has caused this consent to be executed by its duly authorized officers as of this 10th day of February, 1992.

Signed and acknowledged  
in the presence of:

Sharon R. Skala  
Nelissa Caldwell

FIFTH THIRD BANK OF NORTHWESTERN  
OHIO, N.A.

By D.E. Breese

Its St. Vice Pres.

By James J. Straub

Its Vice Pres.

STATE OF OHIO )  
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 10th day of February, 1992, by D.E. Breese the St. Vice Pres., and James J. Straub the Vice Pres. of Fifth Third Bank of Northwestern Ohio, N.A., a national banking association, on behalf of the association.

Sharon R. Skala  
Notary Public  
SHARON R. SKALA  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES FEB. 24, 1996

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

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MAR 03 1992 4:01 PM  
SUE RIOUX  
RECORDER, LUCAS COUNTY, OHIO  
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Lucas County, Ohio  
Attn: John M. M.