

STONEGATE PLAT THREE

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DECLARATION OF RESTRICTIONS FOR
STONEGATE PLAT THREE,
A SUBDIVISION IN THE TOWNSHIP OF MONCLOVA,
LUCAS COUNTY, OHIO

SEP 14 2001

This Declaration of Restrictions ("Declaration") adopted by Mitchell Development Co., Inc. hereinafter called ("Developer") and by Stonegate Homeowners Association, Inc., hereinafter called ("Association"), as of this 20th day of August, 2001.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the platted lots in the recorded plat of Stonegate Plat Three ("the plat"), a Subdivision in the Township of Monclova, Lucas County, Ohio, which Plat is recorded in Volume 151, Pages 48-49, inclusive, of the Lucas County, Ohio Record of Plats (hereinafter said Subdivision is sometimes called "the Subdivision" or "Stonegate") and,

WHEREAS, the Association is an Ohio non-profit corporation formed by Developer whose members shall be owners of all of the lots ("lot or lots") in the Plat as well as any and all lots that may be created by any previous (Plat One and Two have already been established under recording in Volume 138, Pages 8 of Plats and Volume 146, Pages 7-10 of Plats, inclusive, respectively) and /or subsequent plats of Stonegate and;

WHEREAS, Stonegate is intended to be a first-class, quality single-family residential subdivision developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolutions of the Township of Monclova, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association, in consideration of the enhancement in the value of said property by reason of adoption of the restrictions hereinafter set forth, and in furtherance of the aforesaid development plan for themselves and their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat shall hereafter be sold, transferred or conveyed by Developer, its 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.

ARTICLE I
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the Plat that may be hereafter combined and/or subdivided shall be hereafter referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling, with a private garage of not more than four (4) car capacity which shall be made an integral part of the residential dwelling, and a swimming pool. Such residence shall be used and occupied solely and exclusively for private residential purposes by a single-family and such family's servants.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted, provided that individual residential lots may be split and/or combined upon by obtaining any requisite governmental approvals and the prior written approval of the Developer; provided, however, under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other lot in the Plat.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, 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 Stonegate lands by its residents 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. No well for gas, water, oil or any other substance shall be, at any time erected, placed or maintained on any of the residential lots. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period while a structure is being erected upon any residential lot, the building material to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot, shall be removed therefrom. 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 residential lot.

- 1.4 **Completion of Structures.** Lot owners shall complete all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of the Developer as provided under Article II hereof.
- 1.5 **Pets.** Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with the rules and regulations adopted by the Developer or the Association. Pit Bulls and other vicious animals are strictly prohibited in Stonegate. All owners shall strictly comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by (or in the custody of) a lot owner or his tenants or guests shall be permitted on any of the common areas in the subdivision ("common areas") except when it is leashed by hand and is either in an area that the Association has specially designated for walking pets or is being walked or transported directly to or from such area or directly off the Common Areas. The Board of the Association may order a ban, temporarily or permanently from the Common Areas, and/or the Subdivision generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise. No animal shall be kept in the subdivision for commercial, or breeding purposes. No animal may be kept outside a residence unless someone is present inside the residence. Any lot owner shall pick up and remove any solid animal waste deposited by the pet on the Subdivision lands.
- 1.6 **Signs.** Except for any and all signs of the Developer or its designee having to do with the marketing and developing of the Subdivision, which are expressly permitted after initial occupation of a residence, no signs of any character other than signs of not more than ten (10) square feet in total for 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 the Developer and the Developer shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs. During construction of a residence on a particular lot and prior to occupation of any such residence, not more than two (2) signs may be placed on any lot advertising the sale and company constructing the residence, each not more than ten (10) square feet in total. All permitted signs shall be located at least fifteen (15) feet back from the right-of-way line.
- 1.7 **Miscellaneous.** Except for trailers of the Developer during initial development of the Subdivision, no trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwelling 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 therefor by the Developer as provided under Article II hereof unless approved at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot in the Subdivision, shall be suitably housed within the attached garage. All

rubbish, debris and garbage shall be stored within the attached garage or an underground container. Each lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot after 5:00 pm on the day before the scheduled day of collection, and those trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

- 1.8 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than 24 hours without the prior written consent of the Association. No vehicle shall be parked outside of a residence overnight without the written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. A lot owner and residents thereof may not keep more than four vehicles within Stonegate on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the subdivision. All vehicles parked within the subdivision must in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Stonegate for more than 24 hours, and no major repair of any vehicle shall be made on any property which constitutes the subdivision. Motorcycles are not permitted except with the prior written consent of the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of Stonegate.
- 1.9 Maintenance. Each lot owner shall maintain his residence and all improvements upon his lot in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, pools, screening, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. No lot owner shall change the exterior color of his residence without the prior written consent of the Association. All sidewalks, driveways, and parking areas within the owner's residence shall be cleared and kept free of debris, and cracks, any rust stains or marks from water usage damaged and/or eroding areas on same shall be removed, repaired, replaced and/or resurfaced.
- 1.10 Accessory Buildings. No detached accessory building (s) or sheds of any kind shall be permitted on any building lot.
- 1.11 Towers. No towers or antennas of any description or satellite dish receivers greater than twenty-four (24) inches in diameter will be permitted on any Building lot. Any satellite dish antenna less than twenty-four (24) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.
- 1.12 Set Back Lines. No portion of any lot nearer to any street than the building setback line of said lot 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 portion of a lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary fountains, hedge, wall or left in its natural state, or other use which shall first have been approved by the Stonegate Architectural Control Committee for the purpose of beautifying said lot.
- 1.13 Drainage. No structures or materials shall be placed or permitted within the utility or drainage easement as designate on the record plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility company or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each

Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such Building Lot owner's lot

- 1.14 Business Activities No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the forgoing shall not apply to the business activities of Owner or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Owner, its agents or assigns, during the construction sales period.
- 1.15 Heating Systems No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling person without the prior approval of all applicable agencies and the Architectural Control Committee.

ARTICLE II ARCHITECTURAL CONTROL

- 2.1 Submission and Approval of Plans and Specifications The plans and specifications for all residences, landscaping, and other improvements (including, but not limited to, the height of all signs, fences, driveways, hedges, garages, basements, in-ground swimming pools and other enclosures) to be constructed and/or situated within the subdivision shall be submitted for examination to the Developer, and written approval of the Developer to such plans and specifications shall be obtained before any such residence landscaping, or other improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on the residential lot. The developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications require hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed residence or other improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured, or modular homes or residences shall be constructed within the subdivision unless the plans and specifications for same have been first approved as provided under this Article II.
- 2.2 Architectural Standards, Harmonies Plan In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Stonegate as an architecturally harmonious, artistic, and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles or with such materials, in such color, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which its to be built upon the building site. The Developer will not approve designs which are in conflict with the esthetic standards of the community.
- 2.3 Location and Building of Structures No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the plat; nor nearer to any side lines or rear line. This shall apply to and include, porches, verandas, portecochre, and other similar projections of any dwelling. Under no circumstances shall any owner or any contractor while in the process of construction on any lot permit parking of any vehicle and/or the 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 damage caused by such unauthorized use of any other lot.

- 2.4 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted anywhere in the subdivision.
- 2.5 Swimming Pools and Other Above Ground Improvements or Property. No above ground swimming pools or radio receiving equipment shall be permitted, installed or maintained on any lot. Without limiting any of the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool shall be subject to the approval of the Developer. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. Television satellite dishes, greater than 24" in diameter or other such removable property of any kind shall not be permitted unless first the plans and specifications therefor are submitted to and approved by the Developer in writing.
- 2.6 Driveway and Sidewalks. In addition to the specific recitations contained in the recorded Plat pertaining to installation of sidewalks, owner of each lot in the subdivision agrees that he shall 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 the Developer to do so. All such sidewalks shall be installed completely through all driveway areas. Each owner who fails to construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the 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 either be asphalt or some other permanent hard surface approved by the Developer in its sole discretion. The location and design of all driveways if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwellings. Location and specifications for construction of any driveway shall be submitted to Developer and its approval endorsed in writing.
- 2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Stonegate nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, or otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentation's, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety type shall be grow on the front or side yards on such portion thereof, and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence or hedge for any purpose, shall be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subjected to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any lot or destroyed for purposes of construction unless approved in writing by the Developer pursuant to Section 2.1 hereof.
- 2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales so that the same may conform to a general plan for the development and use for Stonegate. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developer in writing. Under no circumstances shall contiguous residences have a difference in elevation of more than (1) foot at any place where situated. Permanent storm sewer pick-ups/catch basins are located on various residential lots throughout the subdivision. Such permanent storm sewer pick-ups/ catch basins may not under any circumstance be covered over, altered or eliminated by the owners of the residential lots up on which such pick-ups/catch basins are located.
- 2.9 Basketball and Backboards. No basketball backboards or similar improvement shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat.

- 2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition, size, design, lettering and standards and brackets of any mail and paper delivery boxes, provided, however all mailboxes shall in any event be located per the applicable U.S. Postmaster's direction. 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.
- 2.11 Fencing. No fence or hedge, for any purpose shall be erected, placed or suffered to remain upon any lot, unless the written consent of Developer shall have been first obtained. The terms and conditions of said consent as to type, height (no approved fence shall be more than four (4) feet high) width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated three rail split hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved three rail split fencing on the lot owner side of the fence with Developer approval. All approved fences shall not be permitted in front of a line extending from the rear line of the residence extended to the side property line of the residential lot, provided, however, on residential lots bordering on two streets (i.e. corner lots) no fencing shall be permitted in front of the rear and side building lines of the residence, extended to the side and rear property lines of the Residential lot respectively.
- 2.12 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein, to enter the lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erections, things or conditions that may exist hereon contrary to the intent and meaning of the provision hereof as interpreted by Developer or take any and all measures to stop construction on any such lot, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. Failure of Developer to enforce any of the restrictions, rights, reservations, limitations agreements, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver thereof to acquiescence in or consent to any continuing further or succeeding breach or violation thereof and Developer shall at any and all times have the right to enforce the same.
- 2.13 Power of Attorney. 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 any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.
- 2.14 Stonegate Homeowners Association, Inc. The Developer will cause the Association to be incorporated as a not-for-profit corporation under the laws of The State of Ohio named Stonegate Homeowners Association, Inc. The owners of lots in Stonegate and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in the plat and all previous or future plats, if any, of Stonegate or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the office of the Lucas County, Ohio Recorder. The Association shall have the right, from and after such assignments to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat and future plats, if any, in the manner determined by the Association to be for the best interest of the owners of the lots in the plat and said future plats if any.
- 2.15 Expansion Rights and Further Associations. The developer envisions that possibly the Subdivision will consist of 139 lots created through the preparation and filing of additional plats to the Subdivision involving the real property described on Exhibit "A" to the recorded Restrictions for Plat One of the Subdivision ("Adjacent Property"). Developer therefore expressly reserves the right, power and option to amend these restrictions so as to include and cover all lots which eventually will become part of the Subdivision as and if same have been part of the Plat from the date of the execution and recording of the Plat.

2.16 Maintenance Charges. Each and every lot in Stonegate shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Dollars (\$100.00) annually (such assessment shall be on a per lot basis) payment to be made annually at the time of taking title to any lot (appropriately prorated) and then on the first day of January each calendar year for such calendar year commencing January 1, 1982. The Association shall have a lien perpetually upon lots in Stonegate to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

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

(Insert Legal Description)

Stonegate Homeowners Association, Inc.
an Ohio Non-profit cooperation

By: _____
President

STATE OF OHIO, COUNTY OF LUCAS ss:

This foregoing instrument was acknowledge before me this _____ day of _____, 19____
by _____, President of Stonegate Homeowners' Association, Inc.
An Ohio non-profit cooperation, on behalf of the corporation.

Notary Public

In any event, if any of said annual assessments are not paid when due, the Developer 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, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its cost and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of any common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that 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. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in Stonegate 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 Association may determine from time to time to be for the general benefit of the owners of the lots in Stonegate including the maintenance of boulevard areas, public rights-of-way bordering and within the Subdivision, draining areas, and the management and enforcement of the Association's rights and duties under the within the Declaration of Restrictions.

ARTICLE III
EASEMENTS

3.1 Reservation of Easement Rights. 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 and maintenance of electric light, cable vision, telephone and telegraph poles, wares and conduits, including underground facilities, and for drainage, sewers

and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the subdivision on, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. Developer also reserve to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operations of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, upon the Plat. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

- 3.2 Split-Rail Fence Reserved Easement. In connection with the development of Stonegate as a first-class residential community, the Developer intends to construct and provide a decorative entranceway and landscaped fencing along both entrances.

ARTICLE IV **STONEGATE HOMEOWNER'S ASSOCIATION**

- 4.1 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 previous and/or subsequent declaration(s) encumbering any previous and/or subsequent plat(s) of Stonegate 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 Stonegate.
- (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 Section 2.16 thereof, and as may be provided in any previous and/or subsequent declaration(s) encumbering any previous and/or subsequent plat(s) of Stonegate.
- (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 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) any other such areas as the Developer deems appropriate.
- (g) To pay all real estate, personal property and other taxed levies 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 to pay the estimated future cost of any of the items set forth in this Section 4.1.

(h) To enforce all provisions herein and in any subsequent declarations (s) encumbering any subsequent plat(s) of Stonegate.

(i) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance and upkeep of the Common Areas and of any easement areas created or reserved in this declaration, or on the Plat, or in subsequent restrictions and/or subsequent plat(s) of Stonegate.

(j) 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 perform all duties which it may be assigned under this Declaration.

4.2 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 owners of any residential lot. When 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 the plat or in any previous and/or subsequent plat(s) of Stonegate as above described, the Developer shall be entitled to nine (9) votes for each residential lot so owned by it.

ARTICLE V **DURATION OF RESTRICTIONS, AMENDMENTS**

5.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through Developer of the Association until the first day of ²⁰¹¹ ~~September~~ at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

5.2 Amendments. These covenants and restrictions may be amended or revoked with approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the subdivision, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment as signed by all approving residential lot owners with the formalities required by law.

ARTICLE VI **COMMON AREAS**

6.1 Use of Common Areas. 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 of Stonegate for all purposes incident to the use and occupancy of such members residential lot as a place of residence and other residential lot owners to the use and enjoyment the Common Areas and for other incidental uses including but not limited to those uses set forth in this Article VI; 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 Developer has approved extensions from adjacent residential dwelling of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. All members shall use Common Areas in such manner that will not restrict interfere or impede with the use thereof by other members of the Association, except to the extent that the Developer 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.

- 6.2 The boulevard island at the entrance is intended to be treated as if such boulevard island is part of the common area. Said boulevard island or islands shall contain landscaping, Stonegate identification sign(s) and such other structures and/or amenities as the Developer deems advisable. The landscaping, Stonegate identification sign and such amenities shall be maintained, repaired and replaced from time to time by the Association.
- 6.3 Developer, its successors and assigns, hereby reserves 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 the plat, or any Common Areas create by the Developer in any subsequent plats of the adjacent property 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 Stonegate until such time as 50% of the platted residential lots in Stonegate are owned of record by persons or entities other than the Developer.
- 6.4 Notwithstanding the provision of Section 4.1 and any designation of Common Areas on the plat or any subsequent plat(s) of the adjacent property, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such Common Areas unless and until the Developer shall convey such Common Areas to or for the benefit of the Association. Thereafter the owners of the residential lots shall have only those rights with respect to the Common Areas as are granted them hereunder and under this Articles and Code of Regulations, if any of the Association.

ARTICLE VII **ENFORCEMENT OF RESTRICTIONS; OTHER GENERAL MATTERS**

- 7.1 Violations Unlawful Any attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, 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 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.
- 7.2 Saving Clause The validity of any restrictions hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its partners, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.
- 7.3 Transfers and Leases Subject to Restrictions All transfers and conveyances of each and every residential lot in Stonegate shall be made subject to these restrictions. All leases of any residence within the Subdivision shall be subject to these restrictions and by-laws, rules and regulations adopted by the Association. No lease of any residence shall be less than six (6) months in duration.
- 7.4 Notices Any notice required to be sent to any owner of a residential lot or any part thereof for the Developer or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or the Association as such address appears on the applicable public record.
- 7.5 No Waiver of Violations 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.
- 7.6 Waiver of Restrictions by Developer Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the


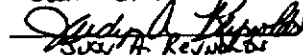
requirement of the Plat or of any provision of these restrictions would work a hardship, the Developer may in writing grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

7.7 Paragraph Headings. The paragraph headings contained in the Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

7.8 Warranties. Each residential lot owner, by acceptance of a deed to a residential lot in Stonegate, 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 any improvements within or comprising a part of the Common Areas of Stonegate or generally, other than as expressly stated in writing, (i) by the Developer to the residential lot owner, (ii) in this Declaration, or (iii) in the Articles of Incorporation and Code of Regulations, if any, of the Association.

IN WITNESS WHEREOF, the under signed parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESS:


Susan S. Perry

Judy A. Reynolds

MITCHELL DEVELOPMENT CO., INC.


Stephen R. Mitchell, President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 30th day of August, 2001 by Stephen R. Mitchell, President of Mitchell Development Co., Inc., an Ohio Corporation, on behalf of the corporation.


JUDY A. REYNOLDS
Notary Public
State of Ohio
My Commission Expires 11-13-05

Prepared by:
Mitchell Development Co., Inc.
3150 Republic Blvd. North
Toledo, Ohio 43615

SEE
ENV.

Forrest W. White
6800 W Central Unit I
Toledo Ohio 43617

50°-
RECEIVED & RECORDED

SEP 14 2001

SUE RHOX
RECORDER, LUCAS COUNTY, OHIO

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