

Colony at River Ridge

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**DECLARATION OF RESTRICTIONS FOR
THE COLONY AT RIVER RIDGE**

WHEREAS, Melchior Building Company, an Ohio corporation (hereinafter referred to as Developer) is the owner in fee simple of the following described real estate:

Lot numbers one (1) through seventeen (17), inclusive, in The Colony at River Ridge, a subdivision located in the City of Perrysburg, Wood County, Ohio.

WHEREAS, Developer has determined to establish restrictions upon the manner of use, improvement and enjoyment of the lots described above, which will make said lots attractive for residential purposes to the benefit of the owners thereof;

NOW, THEREFORE, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner of a portion of said premises, Developer, for itself and its successors and assigns, hereby, declares, covenants and stipulates that Lots numbers one (1) through seventeen (17), inclusive, in the Colony at River Ridge, a subdivision in the City of Perrysburg, Wood County, Ohio, (the "Plat") shall be deemed sold, conveyed or transferred by said Developer, its successors and assigns, subject to the covenants, restrictions and provisions contained herein.

INTRODUCTION

Developer intends to develop the property described above as a single-family residential project or subdivision (hereinafter referred to as the "Project" or "The Colony at River Ridge").

The Project will have its own non-profit homeowners' association, to be initially formed and managed by the Developer to govern the Project. The Project and the lot owners, at the option of the Developer, shall also belong to and be governed by a master, umbrella non-profit association to be known as the "River Ridge Master Homeowners' Association, Inc." (hereinafter referred to as the "Master Association"). The Master Association shall be responsible for, among other things, the maintenance of all private street lights and signs, lakes and any related irrigation equipments, all boulevard areas, perimeter fencing installed by the Developer, all cul-de-sac island landscaping and maintenance, and right-of-way maintenance, and certain areas located in the Project and surrounding subdivisions, namely River Ridge Plat I, The Overlook at River Ridge and other future subdivisions and/or plats developed as part of a development known as "River Ridge" (hereinafter all such subdivisions and/or plats of River Ridge shall be referred to as the "Development") and other common areas located throughout the Development and chosen to be maintained by the Master Association for the mutual benefit of all lot owners in the Development.

Each lot owner in The Colony at River Ridge therefore acknowledges and understands that there will be two annually established fees paid by each owner; one for the hereafter described The Colony at the River Ridge Homeowners' Association, Inc. ("The Colony Association") and one to the Master Association, all as more specifically provided for hereinafter.

ARTICLE ONE

Section 1. No dwelling or structure ("dwelling") or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the site grading plan of the location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, and a true copy of said plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grade and slopes on all lots in The Colony at River Ridge and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Although all seventeen (17) lots in the Project can be characterized as single-family sites, the Developer intends, except for Lot Number (17), to develop the lots in pairs of adjoining lots. Therefore, Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, shall each be designated as two-family residential sites. On each such pair of adjoining lots comprising a two-family residential site there may therefore be constructed either two (2) residential structures, each a single-family dwelling, or in the alternative, one (1) residential structure which shall be either a single-family dwelling or a two-family dwelling occupying both lots comprising such two-family residential site.

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

Section 2. 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 recorded Plat, nor nearer to any side line or rear line than shall be determined by Developer in writing at time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, portecochre, and other similar projections of said dwelling. Under no circumstances shall any sheds, playground equipments, doghouses or other animal enclosures, television or radio receiving equipments, or other enclosures or structures of any

kind be permitted to be located on any lot except for digital television disks not exceeding 18 inches in diameter, mounted as approved by Developer and located such as to not in the Developer's opinion be visually inappropriate from any street view.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots as delineated on the Plat, but only with the prior written consent of the Developer.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single family dwelling such garage be made on integral part of said dwelling, nor construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in case of a single family dwelling, being an integral part of said dwelling, shall be subject to all the covenants, rights, terms, reservations, limitations, agreements and restriction at any point herein made applicable to said dwelling (in most instances garages at The Colony at River Ridge shall be front-loading).

Section 5. Except for an outdoor spa, hot tub, or the like, the plans and location of which shall have first been approved by the Developer in writing under Section 1 hereof, no swimming pool of any kind shall be installed or located on any lot in The Colony at River Ridge.

Section 6. The location of any and all driveways shall be established as approved by Developer in writing at the time of approval of the plans and specifications for said dwelling. All driveways shall be asphalt and no driveway shall be located, relocated or suffered to remain upon any lot in The Colony at River Ridge, except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing. Each lot owner shall install such sidewalks as are required by the appropriate government authority and as approved by Developer.

Section 7. All garages are to be attached to the dwelling. All garage doors for the ingress and egress of motor vehicles shall be controlled with electronically operated garage door openers. No structures or any part thereof shall be erected, placed or maintained on any lot in The Colony at River Ridge, nearer to the front or street line or lines than the building set back lines as shown on the recorded 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 walks (and drives, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetable, so-called, grains or other plants of the ordinary garden or field variety shall be grown on such portion thereof and no weeds, underbrush, or other unsightly objects

shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot, nor shall a hedge 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 subject 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, not excluding, however electric pet fences which are specifically allowed. Under no circumstances however shall any fencing be permitted parallel with or adjacent to any fencing erected by Developer along the perimeter of the Development.

Section 8. No basketball hoop, backboard or similar structure shall be located on any lot within the Subdivision.

Section 9. In connection with the provisions contained in Section 1, 2, 4, and 7 of the ARTICLE ONE, it is hereby provided that, if the opinion of Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of these Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property. Developer further reserves the right to unilaterally amend these Restrictions in all respects prior to any assignment by it under Section 4 of Article Two hereof by recording such amendment within the offices of the Wood County, Ohio Recorder.

Section 10. Developer reserves the exclusive right to grant consents for the construction, operations and maintenance of electric light, telephone, cablevision and telegraph poles, lines and conduits, and for water, gas, sewer, and pipes and conduits or any other public or quasi public utility facilities together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and rights-of-way in, through under and/or over those portions of the front, rear and sides of each lot, as shown on the Plat, designated as drainage or utility right-of-way, for the construction, operation and maintenance of electric light, telephone, cablevision and telegraph poles, lines and conduits, drainage facilities or any other public or quasi public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in The Colony at River Ridge, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Developer hereby further reserves for itself and for the Master Association, and for The Colony Association and their respective successors and assigns, perpetual non-exclusive easements across, over, under and upon that portion of the lots designated as an "Access Easement" for purposes of constructing and maintaining the lake and common areas surrounding the lake (which shall include the right to treat the lake water and raise or lower the levels of same as when necessary)

and draining surface water from the Development and thereby using the lake as a retention and surface water drainage facility to service the Development.

Section 12. No spiritous, vinous or fermented liquor of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot, except for home occupations conducted entirely within a residence and in such a fashion as to not to interfere with other residents' quiet enjoyment of their premises. Notwithstanding this exception under no circumstances shall any such home occupation be of such a nature as to violate any and all applicable zoning laws. No wells or well points for gas, water, oil or other substances, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot. No poles, overhead or exposed wires, antennas (including satellite dishes - see Section 2 of the Article), whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. After initial occupation of a residence, except for any and all signs of the Developer or its designee having to do with the marketing and developing of the Development, which are expressly permitted, and signs, containing no more than sixteen (16) cumulative square feet for all such signs, related to a political issue or campaign which is placed no sooner than three (3) weeks before the election covering the issue or campaign and removed immediately after the election, no signs of any character other than one (1) sign of not more than sixteen (16) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the prior written permission of Developer, and Developer shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs. All permitted signs shall be located a least fifteen (15) feet back from the right-of-way line and shall not be placed in such a way as to face the street. The right is reserved by Developer to erect and place signs on any unsold lot in The Colony at River Ridge.

Section 13. The maintenance or harboring of any animals, other than dogs, cats, or birds maintained within the dwelling so as not to unreasonably disturb neighbors, is expressly prohibited in The Colony at River Ridge. Under no circumstances will any dog or cat be permitted or allowed to remain outside a dwelling unattended. In that connection, and as also stated herein, no doghouses or other pet enclosures, dog run, or the like shall be installed or located on any lot, however, electronic pet fences are allowable.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot.

Section 15. Any commercial vehicle, boat, mobile home, car, trailer or other similar device, vehicle or equipment, if stored or located on any lot in The Colony at River Ridge shall be housed at all times within a garage.

Section 16. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood (except for neatly stacked firewood not exceeding one cord in location approved by Developer and not visible from the street fronting the residence at which such firewood is located), building materials, paper, glass, or any reclamation product or material, except that during the period any dwelling is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said dwelling within ninety (90) days after it is delivered to said lot shall be removed therefrom. A single family residence must be completed by an owner within one (one) year of the date of the beginning of recyclable material generated by family living within a residence in The Colony at River Ridge so long as such recyclable material is retained within the garage or residence and is removed from the residence at reasonable intervals. Dwellings shall be commenced to be constructed on all lots with eighteen (18) months of the acquisition of same from the Developer. If a dwelling's construction is not so commenced within said time period, such lot shall be subject to, at the option of Developer, repurchase by the Developer at the same price as purchased from the Developer.

Section 17. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basements, or behind screening approved by Developer as to location and style. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may, from time to time be established by the Developer.

Section 18. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner hereof any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 19. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 20. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction, location, alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 21. Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of tree and/or shrubbery planted between the sidewalk and street curb in order that all such areas of The Colony at River Ridge be uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and all said trees and

shrubbery and replace same when necessary with tree, shrubbery or a mailbox and/or paper delivery box of similar type, look and quality, as the case may be. Except as necessary to clear the lot for construction of the driveway and residence, no tree shall be removed from any lot or destroyed for purposes of construction unless approved in writing by Developer. Each lot owner will also be responsible for the planting on their lot of any trees required by any applicable City of Perrysburg, Ohio ordinance.

Section 22. As soon as practicable, but in no event later than six (6) months after a residence has been completed or any lot in The Colony at River Ridge, the yards of said lot shall be either sodded or hydro-seeded.

Section 23. Upon or within six (6) months of the completion of any dwelling in The Colony at River Ridge, underground automatic sprinkler systems shall be installed on all portions of all yards on any lot in The Colony at River Ridge. Such systems shall be connected to the public water supply for the Subdivision and shall be constantly maintained and serviced by each lot owner to ensure that all landscaped areas, including all flower and mulch beds, shall be kept in a first-class condition.

Section 24. The areas designated for utility, drainage and open space easements, as set forth on the Plat shall be maintained by the lot owners as lawn (except for common areas maintained by the Master Association). All permitted fences, shrubs, trees or other structures, other than utilities, installed in the said easement areas, are installed at the risk of said lot owner. Should the lot owner plant or install on said easement areas, the governmental authority within whose jurisdiction the lot is located or any public or quasi-public utility may remove said obstruction at the lot owner's expense.

Section 25. The established drainage flow anywhere in The Colony at River Ridge shall not be altered by other than by the maintaining authority.

Section 26. Whenever any of the covenants, reservations, agreements or restrictions herein provide for any approval, designation, determination, modification, consent, enforcement or any other action may be Developer, any such approval, designation, determination, modification, consent enforcement or any other such action may be authorized by it pursuant to a recorded Power of Attorney.

ARTICLE TWO

Section 1. The Developer has caused cause the incorporation of The Colony Association and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, its successors and assigns, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote. Upon the sale and conveyance by Developer of a majority or more of all lots in The Colony or earlier upon the election of Developer, 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 Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Wood County Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat.

Section 2. The Colony Association, by vote of a majority of its members, may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the lots situated in The Colony at River Ridge and for the health, comfort, safety and general welfare of residents of said lots, and all of such lots shall at all times be maintained subject to such rules and regulations.

Section 3. The Colony Association, by a vote of a majority of its members, may establish and levy on each lot owner in a reasonable and equitable manner, such sums as are determined by The Colony Association to be reasonably necessary to raise such funds as are required to maintain The Colony Association, cover the cost of its operations and maintain and insure any of its property. The Colony Association shall also establish and levy such sums as are necessary as per the requirements of ARTICLES FOUR and FIVE below. Any such assessments, or portion thereof, which remain unpaid sixty (60) days after receipt of the notice thereof by the lot owner, shall become a lien on said lot for the benefit of The Colony Association. Without way of limitation, The Colony Association shall have the right to include as part of the costs of its operation the costs of (1) maintaining and mowing all lawns and landscaping on all lots in the Subdivision, (2) snow removal, (3) fertilization of all lawns and landscaping, (4) refuse removal, (5) mulching of beds, and (6) tree trimming; it being expressly understood and stipulated that each individual lot owner shall be responsible for the costs of replacing any landscaping or trees or for the costs of removal of any dead trees on his respective lot.

Section 4. Developer may, by an instrument in writing in the nature of an assignment, vest The Colony Association, when formed, with all or any portion of the rights, privileges and powers granted or reserved to Developer hereunder which said assignment shall be recorded in the office of the Recorder of Deeds, Wood County, Ohio.

Section 5. After the expiration of twenty (20) years after the recording of these Restrictions, all rights, powers, and privileges of Developer herein not previously assigned by the Developer pursuant to Section 4 above, shall automatically vest in The Colony Association.

ARTICLE THREE

Section 1. Each Grantee of a lot in The Colony at River Ridge, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of the Developer, the Master Association and The Colony Association, created or reserved by this Declaration or by Plat or these restrictions and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of the Declaration were recited and stipulated at length in each and

every deed of conveyance. The violation of any restrictions or condition, or the breach of any covenant or provisions herein contained shall give Developer, the Master Association or The Colony Association, the right to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, and structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer, the Master Association or The Colony Association shall not thereby be deemed guilty of any manner of trespass. The continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, wither by law or in equity, by Developer, the Master Association, The Colony Association, or by individual owners.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer for a period of twenty (20) years from and after the date hereof, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless earlier terminated as provided for herein. In addition to Developer's unilateral right to amend under Article One section 9 hereof, these covenants and restrictions may also be amended within the initial twenty (20) year period with written approval of the then owners of not less than two thirds (2/3) of the lots in The Colony at River Ridge, which amendments shall become effective from and after filing of the same with the recorder of Deeds of Wood County, Ohio of the instrument setting forth the amendments and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated thereafter with the written approval of the owners of not less then one-half (1/2) of the lots in The Colony at River Ridge upon the filing of an instrument as aforesaid with the Recorder of Deed of Wood County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many breaches my occur.

Section 4. The invalidity of any restriction hereby imposed or of any provision shall not impair or affect in any manner, the validity, enforceability or effect of the remaining restrictions and provisions of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by The Colony Association acquiring the rights and benefits of Developer as provided for in ARTICLE TWO, Section 4 and 5 herein shall be deemed in violation of this Declaration and may be abated an removed or enjoyed as herein provided.

ARTICLE FOUR

Section 1. 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 Developer or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deed on behalf of Developer shall be sufficient.

Section 2. The Colony Association. The Colony Association shall have the right to the collection and disposal of funds as herein provided and shall have the rights, from and after the assignment by Developer as set forth herein.

Section 3. Lake Restriction and the Master Association. As stated previously, the Developer has or will create the Master Association as a master or umbrella association for all lots within the Development whose members will be all the record owners of all lot owners in the Plat and every plat within the Development. Developer has created or will create a lake within the Development. The lake shall be maintained by the Master Association, but its use and enjoyment shall be limited to the owners of the lots within the Development. It is hereby stipulated and declared by Developer that the lake shall at all times be restricted in its use and enjoyment to open space and recreational purposes for the sole and exclusive benefit of the owners of the Development.

Section 4. Maintenance Charges and Reimbursements. Each and every lot in the Plat shall be subject to an annual working and maintenance charge in the amount established by The Colony Association and the Master Association (sometimes together herein "Associations") and/or the Developer. It is hereby understood and stipulated that until such time as the Developer assigns its rights to the Associations, as herein permitted, the Developer shall have exclusive control of the Associations. The initial annual charge for the Master Association shall be One Hundred Twenty Dollars (\$120.00). The initial annual charge for The Colony Association shall be One Thousand Two Hundred Dollars (\$1,200.00), which shall be payable in monthly instalments of One Hundred Dollars (\$100.00). Developer reserves the right to waive the monthly assessment until such time as a residence located on the lot is inhabited. It is expressly understood and stipulated that upon the closing of each lot in the Project, the purchaser of said lot shall pay to the Master Association at closing a capital funds assessment in the amount of two hundred fifty dollars (\$250.00), which shall be used to initially fund the Master Association. Further, it is expressly understood and stipulated that upon the closing of each lot in The Colony at River Ridge, the purchaser of said lot shall pay to Melchior a fee equal to four hundred dollars (\$400.00), which shall be reimbursement to Melchior for payment of an expansion fee to the Wood County Regional Water and Sewer District, provided however said fee has been paid by Melchior. It is further expressly understood and stipulated that upon the closing of each lot in the Subdivision, the purchaser of said lot shall pay to the Association at closing a capital funds assessment in the amount of fifty dollars (\$50.00), which shall be used to initially fund the Association. Under no circumstances shall the Developer be under any obligation to pay any annual assessment of charges to any of the Associations on lots remaining unsold by it. At the time the Developer conveys any lot in The Colony at River Ridge, the new owner(s) shall be responsible for payments of a pro-rata share of that year's assessments. The pro-rata amount shall be based upon the remaining calendar months, or any part thereof, left in said calendar year and the total number of lots with completed residences on them. Future charges shall be levied on the first day of January of every calendar year and also may be pro rated based upon the total number of lots in the Plat with completed residences located on them.

The Associations shall each have a lien perpetually upon lots in the Plat to secure the payment of all annual maintenance charges. In default of the payment of such maintenance charges 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 Wood County, Ohio:

"NOTICE OF LIEN"

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

(Legal Description)

The _____ Homeowner's Association, Inc.

By: _____
President

STATE OF OHIO COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2000

_____, By _____

Notary Public

In the event any said annual assessments is 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 enforce against each residential lot a lien for its costs 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 the common areas or any facilities located thereon or by abandonment of his residential lot. 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 assessments thereafter becoming due or from the lien thereof. Said charges and assessment shall be levied against all lots in The Colony at River Ridge and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance include reasonable management fees, and for any and all other purposes which the Associations may determine from time to time to be for the general benefit of the owners of the lots in The Colony at River Ridge or the Development.

ARTICLE FIVE

Section 1. Restrictions of Lake Use. Without limiting the powers of the Master Association to adopt rules and regulations pertaining to the use, enjoyment and maintenance of the lake, the Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby apply to the lake:

1. Each lot owner shall have the right to use the lake for recreational and open space purposes only, consistent with the provisions hereof and any rules and regulations adopted by the Master Association; provided, however, that any use of the lake shall be at the sole risk of said owner. Under no circumstances shall the owner of a lot have the right to diminish, control or affect the level, volume or amount of water located in the lake.

2. No owner of any lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's residential lot into the lake, whether before, during or after the construction of any structure or residence dwelling on such residential lot.

3. No power boats, motor boats, electric motors, gasoline powered motors or other motors or watercraft of any kind shall be permitted on the lake.

4. Under no circumstances will docks, gazebos or any other structures whatsoever be permitted to be built or located on or along the lake.

5. Additional rules and regulations governing the use of the lake may be promulgated from time to time by the Developer, its successors and assigns, and/or the Master Association, and such rules and regulations shall be strictly observed by all lot owners.

Section 2. Purposes and Powers of the Master Association. The Master Association shall have the power to own, operate, control and maintain the lake, cul-de-sac island areas, and those other areas as are described in the Introduction to this Declaration, and to assess all owners of lots within the Development on an annual basis for the costs of same. In the event any such assessment is not paid when due, the Master Association shall have the right and power to lien the property of all lot owners in the Development who have not paid said assessments in the same manner and fashion as the Colony Association pursuant to these Articles. Such assessments shall be levied on the 1st day of January of every calendar year.

Section 3. Easement in Favor of All Lot Owners. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon the lake perpetual non-exclusive drainage easements in favor of itself, all lot owners in The Colony at River Ridge, and the Master Association, and all of their respective successors, heirs and assigns for purposes of permitting the flow of storm water drainage from the Development into the lake, and the placement of storm water drainage facilities thereupon (some of these easements are shown on the Plat), and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall anything other than storm water be permitted to be drained into the lake from the Development pursuant to these easements herein first granted.

Section 4. Common Wall Easements. Developer also hereby reserves and creates for the benefit of all adjoining lot owners perpetual exclusive easements on the common boundary between all adjoining lots upon which any adjoining residences are constructed or placed for the sole purpose of permitting the placement thereupon of a common wall between said adjoining residences together with the additional right of easement to have, if necessary, de minimis building encroachments (not more than six (6) inches) upon and under each of said adjoining lots in connection with the placement of said common walls.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hand to this instrument as of the 2ND day of AUGUST, 2000.

WITNESSES:

MELCHIOR BUILDING COMPANY
An Ohio Corporation

Rebecca Lynn Szmania
Rebecca Lynn Szmania

BY [Signature]
Laurie Huskisson, President

JR Melchior
Jeffy R. Melchior

STATE OF OHIO, COUNTY OF WOOD, ss:

The foregoing instrument was acknowledged before me this 2ND day of AUGUST, 2000 by Laurie Huskisson, President of Melchior Building Company, an Ohio corporation, on behalf of the corporation.

Rebecca Lynn Szmania
Notary Public



REBECCA LYNN SZMANIA
Notary Public, State of Ohio
Commission Expires 9-9-04

762.00
OK
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CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, Capital Bank, hereby consents to the adoption of the foregoing Declaration of Restrictions for The Colony at River Ridge, a subdivision in the City of Perrysburg, Wood County, Ohio, this 3rd day of August, 2000.

Witnesses:

Julie L. Warren
Julie L. Warren

Debra L. Pratt
Debra L. Pratt

CAPITAL BANK

By: Lawrence C. Boyer
Lawrence C. Boyer

STATE OF OHIO, COUNTY OF WOOD, ss:

Before me, a Notary Public in and for said County and State personally appeared Lawrence C. Boyer, the Vice President for Capital Bank, acknowledged that he/she did sign the foregoing instrument and that the same is his/her voluntary act and deed and the voluntary act and deed of the said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Spencer, Wood County, Ohio, this 3rd day of August, 2000.

Debra L. Pratt
Notary Public

DEBRA L. PRATT
Notary Public, State of Ohio
Commission Expires 11-7-04



This Instrument was
Prepared by:
Tim A. Ault, Esq.
405 Madison Avenue
Suite 2300
Toledo, Ohio 43604

00 14141 #62.00
Recorded in Wood County, Ohio
August 17 2000 11:54 AM
Vol. 763 Pg. 964 Record of Deed
SUE KINDER, WOOD COUNTY RECORDER

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LOUISVILLE TITLE