

**DECLARATION OF RESTRICTIONS FOR  
RIVER RIDGE PLAT FOUR  
SUBDIVISION IN THE CITY PERRYSBURG,  
WOOD COUNTY, OHIO**

This Declaration of Restrictions ("Declaration") adopted by **MELCHIOR BUILDING COMPANY**, an Ohio corporation, 900 West South Boundary, P.O. Box 482, Perrysburg, Ohio 43552 (hereinafter referred to as "Melchior"), and by **RIVER RIDGE HOMEOWNERS ASSOCIATION, INC.**, an Ohio non-profit corporation, (hereinafter referred to as the "Association"), as of this 4 day of NOVEMBER, 2004.

WITNESSETH THAT:

WHEREAS, Melchior is the record owner of all the platted lots in the recorded plat of River Ridge Plat Four ("the Plat"), a Subdivision in the City of Perrysburg, Wood County, Ohio, which Plat is recorded in Volume 23, Page 96, inclusive, of the Wood County, Ohio Record of Plats (hereinafter) said Subdivision is sometimes called "the Subdivision" or "River Ridge Plat Four"; and

\* Lots number 52 - 62 both inclusive in  
RIVER RIDGE PLAT FOUR a subdivision in the City of Perrysburg, Wood County, Ohio

WHEREAS, the Association is an Ohio non-profit corporation formed by Melchior whose members shall be all of the owners of all of the lots ("lot or lots") in the Plat; and

WHEREAS, River Ridge Plat Four is intended to be a unique 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, Wood County Subdivision Rules and Regulations, and Zoning Resolutions of the City of Perrysburg, Wood County, Ohio.

NOW, THEREFORE, Melchior and Association, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and in furtherance of the aforesaid development plan, do 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 Melchior, 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, numbered 52 thru and including 62, located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter sometimes referred to herein as "lot", "residential lots" or "residential lot". Except as provided in Section 2.5 herein, no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling and a private garage of two and one half (2 1/2)

or three (3) car capacity which shall be made an integral part of the residence dwelling. Such residence shall be used and occupied solely and exclusively for private residential purpose 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. Not more than one single family residence shall however be permitted on any residential lot; individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of Melchior; 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 purpose (which is defined herein as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No use or practice which is an unreasonable source of annoyance to the residents within the Subdivision or which shall interfere with the peaceful possession and proper use of River Ridge lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved by Melchior as provided under Article II hereof. 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 which a structure is being erected upon any residential lot, building materials 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 there from. No outside burning of debris or materials of any kind shall be conducted anywhere within the Subdivision. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.4\_ Completion of Structures. Lot owners shall complete all residences (including all approved landscaping and driveways) within a reasonable period of time, not to exceed one (1) year following the commencement of construction. Construction time may be extended beyond one (1) year, but only with the prior approval of Melchior. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of Melchior 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 Melchior or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any

commercial purposes, 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 Melchior or the Association. Pit Bulls and other vicious animals are strictly prohibited in River Ridge. 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 or carried by hand and is either in an area that the Association has specifically 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 temporarily or permanently banned 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 may be kept outside of a residence unless someone is present in 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. After initial occupation of a residence, except for any and all signs of Melchior or its designee having to do with the marketing and developing of the Subdivision, 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 Melchior, and Melchior 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 sixteen (16) square feet. 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.

1.7\_ Garages. Unless prior approval is obtained from Melchior, all garages in the Subdivision shall not have more than a three (3) car capacity and shall be made an integral part of the residence dwelling. Except in those instances where Melchior in its sole and exclusive discretion permits otherwise all attached garages may be side loading or courtyard entry (or front entry if the lot dictates and with the approval of Melchior).

1.8\_ Miscellaneous. Except for trailers of Melchior during initial development of the Subdivision, no trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No 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 Melchior as provided under Article II hereof unless approved by Melchior 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 garage. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by Melchior).

1.9 Vehicles. Without limiting any of the foregoing, no vehicles shall be parked outside any residence for a period of more than seven (7) days without prior written consent of the Association. Furthermore, all owners shall use their best efforts to insure that all vehicles on their lot are parked within the garage or driveway located on their lot. No vehicle shall be parked outside of a residence overnight without the prior 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. 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 be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within River Ridge for more than seventy-two (72) hours, and no major repair of any vehicle shall be made on any property which constitutes the Subdivision.

1.10 Maintenance. Each lot owner shall maintain his residence and all improvements upon his lot in a first class condition at all times. The exterior of all residences, including, but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings, shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted 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 lot or serving 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 of same shall be removed, repaired, replaced and/or resurfaced.

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

## ARTICLE II ARCHITECTURAL REVIEW

2.1 Submission and Approval of Plans and Specifications. The plans and specifications



for all dwellings, buildings, landscaping, additions to existing structures and other improvements and structures (including, but not limited to, the basements, in-ground swimming pools [See Section 2.5 hereof], and other enclosures) to be constructed and/or situated within the Subdivision shall be submitted for examination to Melchior and written approval of such building, landscaping, structure or 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 a residential lot. Melchior shall approve, reject, or approve with modifications all submissions within five (5) days after submission of the plans and specifications required 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 building(s), structure(s) or improvement(s), the grading plan for the building site and the finished grade elevation thereof, the site plan indicating the location of the structure(s) and driveway, and landscape plan, if available. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to Melchior so that Melchior may retain a true copy thereof with its records. No prefabricated, manufactured, or modular homes or residences shall be approved for construction within the Subdivision.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Melchior intends to assure the development of River Ridge 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 colors, and located in such manner as to, in the sole judgment of Melchior, 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, Melchior shall have the right to consider the suitability of the proposed building or structure and of the materials which it is to be built to the building site upon which it is to be erected. Melchior will not approve designs which are in conflict with the esthetic standards of the community.

2.3 Location and Building of Structures, and Sprinkler Systems. 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 line or rear line that shall be determined by Melchior in writing at the 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, porte-cochere, and other similar projections of any such dwelling or wall. Under no circumstances shall any owner or any contractor while in the process of construction on any lot, permit the parking of any vehicles and/or storage of any materials or debris whatsoever on any other lot not owned by such owner whether adjacent or not, and whether said other lot is vacant or not. Any lot owner who violates this just recited prohibition shall be responsible for any damages caused by such unauthorized use of any other lot. All lots shall be serviced by underground automated sprinkler systems, installed at time of construction and continuously used and maintained in operating condition thereafter, giving at least one hundred percent (100%) coverage of the front and side yards of the lot.

2.4 Window Treatments. Window treatments shall consist of drapery, blinds, decorative

panels, or other tasteful window covering, which shall all be white or neutral in color to the exterior view. Newspaper, aluminum foil, sheets or other temporary window treatments are not permitted anywhere in the Subdivision.

2.5 Fencing, Swimming Pools and Other Above Ground Improvements or Property. No fences (other than split-rail fences approved by Melchior under Section 2.1 hereof and fences required for any in-ground swimming pool approved under Section 2.1 hereof) of any kind or above-ground swimming pools (portable children's wading pools are permitted provided they are not visible from the street) or radio receiving equipment (including, but not limited to towers, poles, antennas or the like) 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 prior written approval of Melchior. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. No sheds, garages, pool houses, enclosures, television satellite dishes (other than one 18 inch satellite dish located on the residence so as not to be visible from the street), or other such removable property of any kind shall be permitted on any lot unless approved by the Architectural Review Committee.

2.6 Driveway and Sidewalks. In addition to the specific recitations contained in the recorded Plat pertaining to the installation of sidewalks, the owner of each lot in the Subdivision agrees to be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or Melchior to do so. All such sidewalks shall be installed completely through all driveway areas. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in questions in Melchior favor for the cost of same in the event Melchior has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the Subdivision shall be concrete from the street to the sidewalk with the remaining portion of the driveway consisting of either concrete, asphalt or some other permanent hard surface approved by Melchior in its sole discretion. The location and design of all driveways and sidewalks, if not now established, shall be determined by Melchior in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway and sidewalks shall be submitted to Melchior for its approval.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in River Ridge nearer to the front or street line or lines than the building setback lines as shown on the revised 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, 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 vegetables, so called, nor grains of the ordinary garden or field variety shall be grown; 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 landscaping, hedge or wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon

any lot, until the written consent of Melchior shall have been first obtained therefore 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. 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 Melchior pursuant to Section 2.1 hereof. Each lot owner will also be responsible for the planting on their lot of any trees required by the City of Perrysburg, Ohio ordinance.

2.8 Establishment of Grades; Drainage Plan. Melchior shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of River Ridge. Deviation of 12" or more from such established grades is strictly prohibited unless approved by Melchior in writing and all applicable authorities.

It is specifically stipulated that with respect to all lots in the Plat there is a drainage/grading plan on file with the Wood County Engineer. All lots shall be graded and developed in strict conformance with said established drainage/grading plan. All Structures or residence dwellings built or constructed upon all other residential lot shall be erected at an elevation of not less than that shown and established on certain improvement plans on file at the office of the Wood 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 Wood County Engineer.

2.9 Basketball Backboards. No permanent basketball backboard or hoops shall be permitted anywhere within the subdivision except with the prior approval of Melchior which consent may be given only if the backboard is constructed in the rear of the residence and does not face any Subdivision roadway. Portable basketball backboards are allowed, however, no portable backboards may remain outside for more than three (3) consecutive days.

2.10 Mailbox and/or Paper Delivery. Melchior shall have the exclusive right to determine the location, color, composition size, design, lettering (including all house address number) and standards and brackets of any mail and paper delivery boxes, provided, however, all mailboxes shall in any event be located per the applicable U.S. Postmaster's directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, look and quality. A drawing of an approved mailbox is on file at the Melchior office for inspection by all lot owners.

2.11 Construction in Violation of Approved Plan. Melchior, 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 herein contained, to enter the any 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 erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Melchior, or take any and all measures to stop construction on any such lot, and Melchior shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Melchior 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 therefore to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Melchior 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 Melchior, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Melchior shall be sufficient pursuant to a recorded power of attorney.

2.14 The River Ridge Homeowners' Association, Inc. Melchior has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The River Ridge Homeowners' Association, Inc." (Hereinafter the "Association") The owners of lots in River Ridge, except those lots held by Melchior or its assignees and not yet conveyed, and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by Melchior of seventy five percent (75%) of all lots in the Plats or earlier upon the election of Melchior, Melchior by instrument in writing in the nature of an assignment shall vest in the Association the rights, privileges and powers reserved and retained by Melchior 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.

2.15 The River Ridge Master Homeowners Association, Inc. At the option of Melchior, the respective lot owners of River Ridge Plats One, Two, Three and Four, The Overlook at River Ridge and The Colony at River Ridge, as well as any future plats created in the development (hereinafter collectively referred to as the "Development"), shall also belong to and be governed by a master, umbrella no profit association 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 Common Areas and right of ways 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 River Ridge, except for lots owned by Melchior and not yet conveyed, therefore acknowledges and understands that there will be two (2) annually established fees paid by each lot owner; one (1) fee to the Association and one (1) fee to the Master Association, as more



specifically provided for hereinafter.

2.16 Expansion Rights. Melchior envisions that possibly the Subdivision will consist of lots created through the preparation and filing of additional plat or plats to the Subdivision involving certain real property (or a portion thereof) owned by Melchior or to be acquired by Melchior and not yet platted which is in close proximity to the Plat ("Adjacent Property"). Melchior therefore expressly reserves the right, power and option to amend these restrictions so as to include and over all power and option to amend these restrictions so as to include and cover all lots which eventually 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.

2.17 Maintenance Charges and Reimbursements. Commencing June 1, 2000, each and every lot in River Ridge, except those lots owned by Melchior or its assignees and not yet conveyed, shall be subject to a maintenance charge in the amount established by the Association and the Master Association (sometimes referred to together as the "Associations"), which shall be billed and collected annually in January (such assessment shall be on a per lot basis), with payments to commence at the time of taking title to any lot (appropriately prorated) unless the Association decides to bill same on a different basis. The initial annual charge for the Master Association shall be TWO HUNDRED FIFTY DOLLARS (\$250.00). The initial annual charge for the Association shall be TWO HUNDRED TWENTY DOLLARS (\$200.00). The Associations shall have a lien perpetually upon lots in River Ridge to secure the payment of the monthly maintenance charge. It is expressly understood and stipulated that upon the closing of each lot in the Subdivision, the purchaser of said lot shall pay to the Master Association at closing a capital funds assessment in the amount of THREE HUNDRED DOLLARS (\$300.00), which shall be used to initially fund the Master Association. It is further expressly understood and stipulated that upon the closing of each lot in River Ridge, the purchaser of said lot shall pay to the Association at closing a capital funds assessment in the amount of one hundred dollars (\$100.00), which shall be used to initially fund the Association. If any lot owner is in default of the payment of such maintenance charges within thirty (30) 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:

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"Notice of Lien"

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

*Insert Legal Description*