

River Ridge Plat one

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**DECLARATION OF RESTRICTIONS FOR
RIVER RIDGE PLAT ONE
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 PLAT ONE HOMEOWNERS ASSOCIATION, INC.**, an Ohio non-profit corporation, (hereinafter referred to as the "Association"), as of this 17th day of August, 2000.

WITNESSETH THAT:

WHEREAS, Melchior is the record owner of all the platted lots in the recorded plat of River Ridge Plat One ("the Plat"), a Subdivision in the City of Perrysburg, Wood County, Ohio, which Plat is recorded in Volume 22, Page 100, inclusive, of the Wood County, Ohio Record of Plats (hereinafter said Subdivision is sometimes called "the Subdivision" or "River Ridge"); and

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 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 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 three (3) or four (4) car capacity which shall be made an integral part of the residence dwelling unless the size of the net lot or combination of lots owned by one person size is 40,000 square feet or larger in which case said auxiliary garage and/or a pool house

can be a separate, freestanding structure in the rear of the residence. Said auxiliary structure must be built in accordance with all requisite zoning and building code requirements and must be constructed in a manner consistent with and complimentary to the main structure/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 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 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 four (4) car capacity and shall be made an integral part of the residence dwelling, except that if the net lot size is greater than 40,000 square feet, said garage can be a separate structure to the rear of the residence provided that said structure is approved by Melchior as provided under Article II hereof and consists of the same materials and is of the same design as the residence. Except in those instances where Melchior in its sole and exclusive discretion permits otherwise all attached garages must be side loading or court yard entry.

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

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 judgement 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, Decorative Wall 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 and wall shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, portecochre, and other similar projections of any such dwelling or wall. Under no circumstances shall any owner or any contractor while in the process of construction on any lot, 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. Upon the prior approval of Melchior, one tennis court shall be permitted upon any lot which size is 40,000 square feet or larger.

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's 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 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 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. 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 Melchior's 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 therefor

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 Plat One 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 Plat One Homeowners' Association, Inc." (hereinafter the "Association") The owners of lots in River Ridge 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 Plat 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 Plat One, 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 non-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 the 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 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 thirty-three (33) or more 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 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 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 one hundred twenty dollars (\$120.00). The initial annual charge for the Association shall be sixty dollars (\$60.00). 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 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 Subdivision, 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, that Melchior has paid said fee. 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 fifty dollars (\$50.00), 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:

"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

HOMEOWNERS'
ASSOCIATION, INC., a non-profit corporation

BY: _____
_____, President

STATE OF OHIO, COUNTY OF WOOD, ss:

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

Notary Public

In any event of said annual assessments are not paid when due, Melchior 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 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 any common areas or any facilities located thereon or by abandonment of their residential lot. The lien of the assessments provided for herein shall be subordinate 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 assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in River Ridge and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Associations, 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 River Ridge, including the maintenance of boulevard areas, public and/or private rights-of-way bordering and within the Development, gate houses (including security if deemed necessary by Melchior and/or the Associations), ponding areas, drainage areas, and the management and enforcement of the Associations' rights and duties under the within Declaration of Restrictions.

ARTICLE III

EASEMENTS

3.1 Reservation of Easement Rights. Melchior 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, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities (defined herein to expressly include lakes or ponds) or utilities deemed convenient or necessary by Melchior or its successors and assigns, for the service of the Subdivision on, over, below or under all of the areas designed as "Utility Easements", or with words of similar import, on the Plat. Melchior also reserves 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 operation 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. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways and paved parking areas. 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 Melchior, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to Melchior in this Section 3.1 shall survive the transfer of Melchior's rights set forth in Section 2.14. The rights granted to Melchior in this Article III, Section 3.1 shall remain exclusively vested in Melchior for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by Melchior to the Association of Melchior's rights, privileges and powers as provided in this Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as Melchior may designate, the rights granted to Melchior in this Article III, Section 3.1 shall terminate.

ARTICLE IV

HOMEOWNERS' ASSOCIATIONS

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 subsequent declaration(s) encumbering any subsequent plat(s) of River Ridge 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 River Ridge.

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

D. To collect and dispose of funds as provided in Article II, Section 2.17 hereof, and as may be provided in any subsequent declaration(s) encumbering any subsequent plat(s) of River Ridge.

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 pay all real estate, personal property and other taxes levied against

the Association and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 4.1.

G. To enforce all provisions herein and in any subsequent declaration(s) encumbering any subsequent plat(s) of River Ridge.

H. Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of any easement areas created or reserved in this Declaration, or on the recorded plats of River Ridge or in subsequent restrictions or on subsequent plat(s) of the Development.

I. To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

4.2 The Master Association shall have the power to own, operate, control and maintain the Lake, Development entrance area, cul-de-sac island areas and all Common Areas of the Development, and to assess all owners of the lots within the Development. 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 such assessments in the same manner and fashion as the Association pursuant to this Declaration of Restrictions.

4.3 Each member of the Associations, other than Melchior, its successors and assigns, shall be entitled to one vote in the Associations for each residential lot which such member shall own. When more than one person holds ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Associations and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look into the authority of the member casting the vote. Notwithstanding the above, so long as Melchior shall hold title to any residential lot(s) in the Plat or in any subsequent plat of the development, Melchior shall be entitled to two (2) votes for each residential lot so owned by it.

ARTICLE V

USE OF LAKE

5.1 Melchior intends to construct and create and/or has constructed and created a pond or lake (the "Lake") in the Common Area to the rear of lots 18 through 23, inclusive.

5.2 No owner of any residential lot shall permit any discharge of any water (surface or otherwise), or any discharge or erosion of soil, sediment or other materials from such owner's residential lot into the Lake, or any other pond, lake or body of water in River Ridge, whether before,

during or after the construction of any structure or residence dwelling on such residential lot. Without limiting any of the foregoing, it is expressly understood and agreed that under no circumstances shall any residential lot owner divert any water whatsoever from the Lake for any purpose, including, but not limited to, any use in connection with internal or external sprinkler or other irrigation systems located on any lot.

5.3 No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Lake, or any other ponds, lakes or bodies of water located within or adjacent to the Subdivision. Swimming in the Lake as well as ice skating or sledding on the Lake is prohibited.

5.4 Any necessary maintenance (as determined by the Wood County Engineer, or otherwise) of the Lakes, and any other ponds, lakes and bodies of water located within the Subdivision (including any portions of same as may be located within the boundaries of any lot bordering same) shall be the responsibility of the Master Association.

5.5 Reasonable rules and regulations governing use of the Lake, and other ponds, lakes and bodies of water located within the Subdivision by owners of residential lots may be promulgated from time to time by Melchior, its successors and assigns, and/or the Master Association, and such rules and regulations shall be strictly observed by all residential lot owners.

ARTICLE VI

DURATION OF RESTRICTIONS, AMENDMENTS

6.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Melchior, and all persons claiming under or through Melchior or the Association until the first day of January, 2019 at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. These covenants and restrictions may be amended or revoked with the approval of the then owners of not less than sixty seven percent (67%) of the residential lots in the Subdivision, which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law.

ARTICLE VII

COMMON AREAS

7.1 Use of Common Areas. Each member of the Master Association, in common with all other members of the Master Association as owners of residential lots, shall have the right to use the Common Areas of the Development for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other residential lot owners to the use and enjoyment of the Common Areas

and for other incidental uses, including, but not limited to those uses set forth in this Article VII.

7.2 Melchior, 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 created by Melchior in any subsequent plats of the Adjacent Property to the Master Association, and in such instance, the Master Association shall be required to accept delivery of a quit-claim deed for such purpose.

7.3 Notwithstanding the provisions of Section 4.1 and any designation of Common Areas on the Plat or any subsequent plat(s) of the Development, neither the Master 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 Melchior shall convey such Common Areas to or for the benefit of the Master 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 the Articles and Code of Regulations, if any, of the Master Association.

ARTICLE VIII

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

8.1 **Violations Unlawful.** Any violation attempt to violate any of the covenants or restrictions herein shall be unlawful. Melchior, 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 restrictions 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.

8.2 **Savings Clause.** The validity of any restriction 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. Melchior 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 Melchior in the enforcement of these provisions and restrictions including defense of their validity.

8.3 **Transfers and Leases Subject to Restrictions.** All transfers and conveyances of each and every residential lot in River Ridge shall be made subject to these restrictions. All leases of any residence within the Subdivision shall be subject to these Restrictions and all By Laws, rules and regulations adopted by the Association. No lease of any residence shall be less than six (6) months in duration.

8.4 **Notices.** Any notice required to be sent to any owner of a residential lot or any part thereof, or to Melchior 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 Melchior or to the Association as such address appears on the applicable public record.

8.5 **No Wavier 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.

8.6 Waiver of Restrictions by Melchior. 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 Melchior, the shape, dimensions, number of structures, 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 requirements of the Plat or of any provision of these restrictions would work a hardship, Melchior 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.

8.7 Paragraph Headings. The paragraph headings contained in this 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.

8.8 Warranties. Each residential lot owner, by acceptance of a deed to a residential lot in River Ridge, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by Melchior 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 River Ridge, or (c) River Ridge generally, other than as expressly stated in writing, (i) by Melchior 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.



8.9 Transfer of Property. The transfer of all or substantially all of the Subdivision from Melchior to a third party, including but not limited to Louisville Title Agency, Trustee, shall not affect the rights of Melchior hereunder, unless Melchior specifically releases said rights.

8.10 Miscellaneous. Each residential lot owner, through acceptance of a deed or other instrument of conveyance to a residential lot, hereby indemnifies and holds Melchior, its successors and assigns, completely harmless from and against any and all liability, cost or expense arising out of or resulting from said owner's use of its lot, including, but not limited to, any liability or expense under any federal or state environmental law or regulation applicable in connection with the disposal or discharge of any debris, dirt or other materials as a result of the development and/or construction of any residence on any lot.

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

WITNESSES:

MELCHIOR BUILDING COMPANY
An Ohio Corporation


Rebecca Lynn Symania

Jerry R. Melchior

BY 
Laurie Huskisson, President

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

WITNESSES:

RIVER RIDGE PLAT ONE
HOMEOWNERS' ASSOCIATION, INC., An
Ohio Non-Profit Corporation

Rebecca Lynn Szmania
Rebecca Lynn Szmania
J R Melchior
Jerry R. Melchior

BY [Signature]
Laurie Huskisson, President

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 the River Ridge Plat One Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the Association.

Rebecca Lynn Szmania
Notary Public



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

CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, Capital Bank, hereby consents to the adoption of the foregoing Declaration of Restrictions for River Ridge Plat I, 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 Lucas 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 Sebring, Lucas 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

*Lot numbers (1) through thirty three (33) inclusive
and Buffer lots A+B in River Ridge Plat ONE,
A subdivision in the City of Perrysburg, Wood County, Ohio*

00 14139

Recorded in Wood County, Ohio

August 17 2000 11:52 AM
Vol 763 Pg 947 Record of Deeds

SUE KINDER, WOOD COUNTY RECORDER

LOUISVILLE TITLE