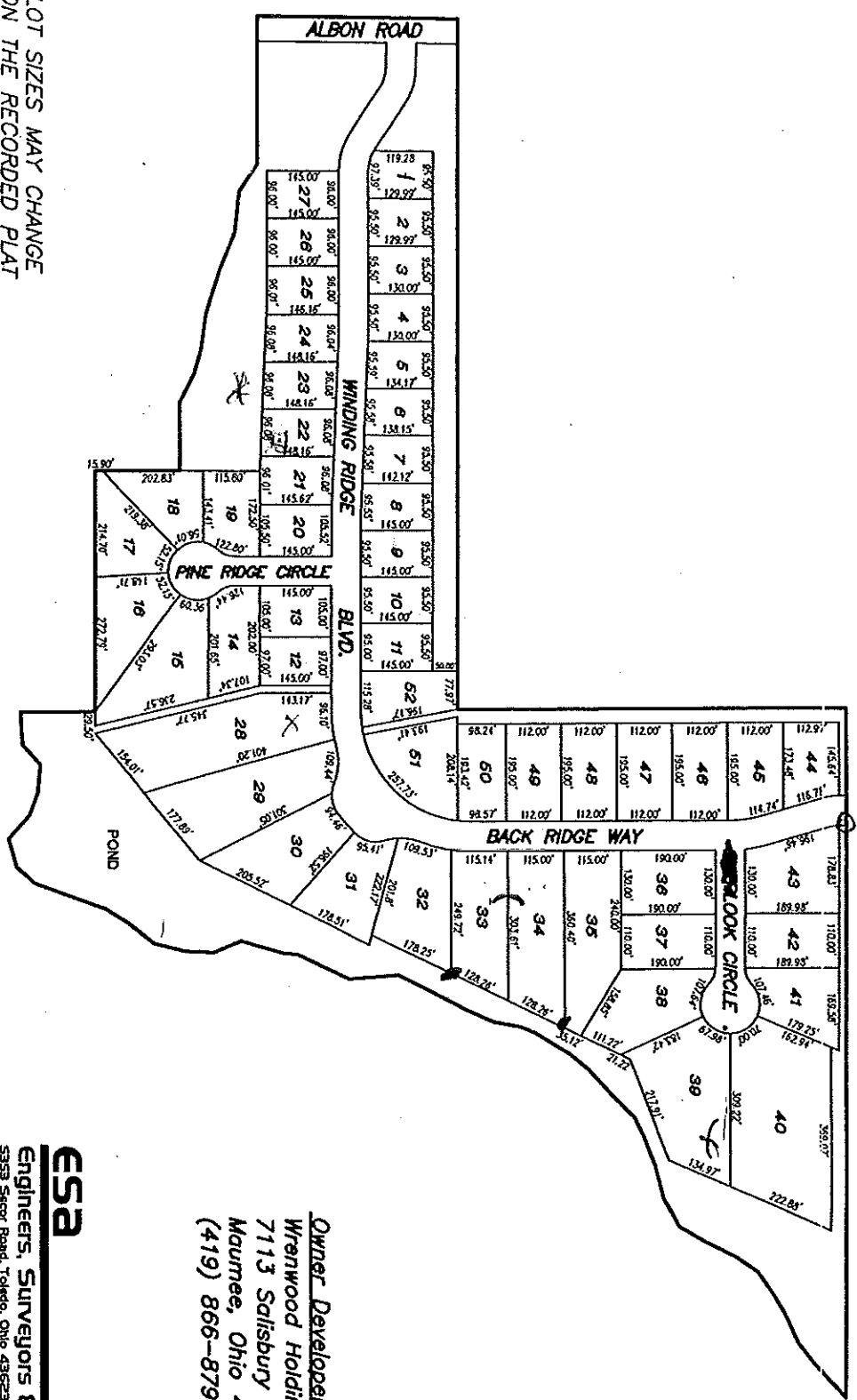


# THE RIDGE AT WRENWOOD PLAT I

LOT SIZES MAY CHANGE  
ON THE RECORDED PLAT



**Owner Developer:**  
Wrenwood Holding Company, LTD.  
7113 Salisbury Road  
Maumee, Ohio 43537  
(419) 866-8794

**ESA**  
**Engineers, Surveyors & Associates, LLC**  
5353 Sactor Road Toledo, Ohio 43623 Phone (419) 475-9445  
Fax (419) 475-9473 E-mail: [drullman@buckeye-engineers.com](mailto:drullman@buckeye-engineers.com)

OCTOBER 27, 2004

**DECLARATION OF RESTRICTIONS FOR  
THE RIDGE AT WRENWOOD PLAT I  
SUBDIVISION IN THE TOWNSHIP OF MONCLOVA  
LUCAS COUNTY, OHIO**

This **DECLARATION OF RESTRICTIONS** adopted by **WRENWOOD HOLDING COMPANY, LTD.**, an Ohio limited liability company, hereinafter called "Developer", and **THE RIDGE AT WRENWOOD HOMEOWNERS' ASSOCIATION, INC.**, an Ohio non-profit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

**WITNESSETH THAT:**

**WHEREAS**, Developer is the record owner of all of the lots in The Ridge at Wrenwood Plat I, a Subdivision in the Township of Monclova, Lucas County, Ohio as shown on the recorded plat of same ("Plat" or "plat") recorded at Volume \_\_\_\_, Page \_\_\_\_, of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the subdivision" or "the Ridge"); and

**WHEREAS**, Association is an Ohio non-profit corporation formed by Developer whose members shall be all of the owners of all of the lots ("lots" or "residential lots") in the Ridge and any future plats of the Ridge; and

**WHEREAS**, Association is or will be the record owner of all that portion of the Ridge designated as Common Area Lots "A", "B" and "C" (sometimes also "Common Areas") on the plat including any portions thereof shown to be used for roadway, pedestrian access and utility purposes, including the walkway/path shown on the plat and a private sanitary pump station that serves all of the lots, as well as recreational, drainage and open space purposes; and

**WHEREAS**, the Ridge is a residential subdivision developed as a community development plan or planned unit development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Monclova, Lucas County, Ohio.

**NOW, THEREFORE**, Developer and Association in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the community development plan do for themselves, their respective successors and assigns, hereby declare, covenant and stipulate that all property as shown on the plat of the Ridge, a subdivision in the Township of Monclova, Lucas County, Ohio, shall hereafter be conveyed by them, their respective 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.

**RESTRICTIONS**

All transfers and conveyances of each and every lot in the subdivision shall be made subject to these covenants and restrictions.

Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2025, or may be amended or terminated after January 1, 2025, by the Developer unilaterally as long as it owns one lot in the subdivision or by then owners of at least two-thirds (2/3) of the lots in said subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the Developer or then owners of at least two-thirds (2/3) of said lots, as the case may be, with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined), or the owner of any lot in the Ridge shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, in whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

### **RESIDENTIAL LOTS**

The entire subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single-family dwellings, together with the usual accessory uses pertaining thereto. Group homes are specifically deemed not to be "single or two-family" purposes.

The fifty-two (52) residential lots located as shown on the plat shall be residential lots and the remainder of the real estate included in the subdivision designated as Common Areas shall, except as otherwise provided for herein, be used exclusively for roadway, pedestrian access, drainage and/or utility and open space purposes as shown on the plat. The Developer reserves the right to expand the subdivision to any adjacent property.

### **ARCHITECTURAL CONTROL**

No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways, landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefore have been first approved in writing by the architectural control committee (hereinafter

sometimes called "committee"). All garages will be side-loaded Lots 1-11, 13-15, 17, 36, 39, 41, 42, 44-52 shall all be right-side load and Lots 12, 16, 18, 19, 20-35, 37, 38, 40, 43 shall all be left-side load. No vinyl or aluminum siding will be permitted. As a minimum a 32" brick wainscote shall be required on the sides and rear of all homes.

Such detailed plans and specifications shall show the size, location, type, architectural design, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All residential dwellings must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

The maximum height of all residential dwellings erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be two thousand four hundred (2,400) square feet for Lots 1 - 27 and three thousand (3,000) square feet for Lots 28 - 52.

The purpose of requiring detailed plans and specifications as herein set forth is to develop the Ridge as an architecturally harmonious, artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner following a precise landscape plan.

Every lot in the subdivision shall be used only for single-family residential purposes. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of 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 on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot, and no 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 residential lot, until the written consent of Developer 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. Furthermore, each lot owner, prior to occupancy of any residence, shall plant a minimum of two (2) trees of at least 2½" diameter (as measured 3' from grade) in the required front yard of each lot, and two (2) 2½" Norway maple trees between the curb and sidewalk, and continually maintain and replace same in a first-class condition thereafter.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest. Under no circumstances will any fences be permitted within any of the Common Areas.

The committee shall initially be Donald J. Ulrich. All decisions of the committee shall be made by a simple majority vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the

members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term structures for this purpose shall include houses, garages, other buildings, swimming pools and similar structures but shall not include driveways, walkways, patios and other similar improvements. All driveways shall either be asphalt or concrete.

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

No trees of eight (8) inch diameter or larger as measured from three (3) foot off-grade shall be removed from any area outside of the building envelope plus fifteen (15) feet without previous written approval from the Developer.

### **THE RIDGE AT WRENWOOD HOMEOWNERS' ASSOCIATION**

All owners of lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association. Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot. The Developer reserves the right to expand the Association to any adjacent property whose owners will then become members of the Association pursuant to restrictions similar to this Declaration.

Each member of the Association, in common with the owners of certain adjacent properties and all other members as owners of residential lots in the subdivision, shall have the right to use a certain walkway location on Lot C of the Common Areas pursuant to a separately recorded Grant executed by the Developer and recorded subsequent hereto ("Grant").

All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests, invitees, and servants except to the extent that the committee has approved the extension into any portion thereof immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, privacy screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes, which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision, including, but limited to, all costs associated with the maintenance, repair and operation of all the Common Area Lots, a certain private sanitary pump station located on an easement area within the Plat, and a certain pedestrian walkway easement area created under the Grant and shown on the Plat.

### **ASSESSMENTS**

For the calendar year 2005 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Association prior to the end of the preceding calendar year.

Such annual assessment shall be payable in equal monthly, quarterly, semi-annually or annual installments as determined by the Association during the calendar year for which the assessment is levied; payable by each residential lot owner to the Association.

Commencing in 2005, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas, including but not limited to, the private sanitary pump station, the watering of all landscaping placed thereon, as well as the maintenance and operation of a certain scenic walkway which shall be dedicated by the Association pursuant to the Grant. In addition, the Association shall be responsible for the payment of all watering charges associated with the sprinkling of all landscaping located on the Common Areas pursuant to a separate meter or meters for same. It is specifically understood that each lot owner shall water and maintain all landscaping on his lot in such a fashion as to at all times keep same in a healthy and orderly appearance.

#### **USE AND ACTIVITIES**

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purposes whatsoever and no noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period which the structure is being erected, upon any such lot, building materials to be used on the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

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 dwellings 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 therefore by the architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed within the residential dwelling may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association, and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

All lots shall at all times have installed and in place underground sprinkling systems. The underground sprinkler system using city water to be installed on each residential site shall be used and maintained by each residential lot owner in accordance with such rules and regulations as are hereafter adopted and amended by The Ridge at Wrenwood Homeowners' Association, Inc. created pursuant to this Declaration.

All mailboxes within the subdivision shall be uniform and conform at all times to that type of mailbox installed by the Developer and/or subsequently approved by the committee or Association.

#### **DEVELOPER RESERVATION OF RIGHTS**

Developer shall have the exclusive right to consent and grant easements and rights-of-way for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the Common Areas designated on the plat and along and upon all highways now existing or hereafter established and abutting the subdivision.

Developer also reserves the right to go upon or permit any public or quasi-public utility company to go upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Developer reserves the right to relinquish his powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

Developer shall have the right to construe and interpret these restrictions and his construction or interpretation made in good faith shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

Developer reserves the right to relinquish his power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

Developer also hereby reserves the right to expand the subdivision to include certain property immediately adjacent to the plat and to include such adjacent property within the subdivision under subsequent plats. Such additional lots shall be subject to restrictions similar to those contained in this Declaration, and all such additional lot owners shall thereupon become members of the Association.

**GENERAL**

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the Common Areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

Until December 31, 2005, Developer shall maintain all Common Areas in the subdivision as herein required and guarantee to all lot owners that the annual assessment herein provided per lot shall not exceed for said calendar years of 2005 and 2006 the sum of Five Hundred Dollars (\$500.00). Such assessment shall be payable and be a lien in the same manner as set forth in the paragraph captioned ASSESSMENTS hereof.

**IN WITNESS WHEREOF**, Wrenwood Holding Company, Ltd., an Ohio limited liability company, and The Ridge at Wrenwood Homeowners' Association, Inc., an Ohio non-profit corporation, have executed this Declaration of Restrictions this 4th day of January, 2004. 2005

**WRENWOOD HOLDING COMPANY, LTD.,**  
an Ohio limited liability company

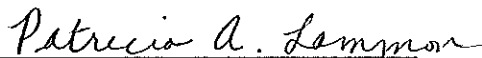
By:   
Donald J. Ulrich, Member

**THE RIDGE AT WRENWOOD  
HOMEOWNERS' ASSOCIATION, INC.**  
an Ohio non-profit corporation

By:   
Donald J. Ulrich, President

State of Ohio, County of Lucas, ss:

2005 The foregoing instrument was acknowledged before me this 4th day of January, 2004 by Donald J. Ulrich, Member of Wrenwood Holding Company, Ltd., an Ohio limited liability company, on behalf of said company.

  
Notary Public



Patricia A. Lammon  
Notary Public, State of Ohio  
My Commission Expires 9-20-09



State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004, by Donald J. Ulrich, President of The Ridge at Wrenwood Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Patricia A. Lammon  
Notary Public



Patricia A. Lammon  
Notary Public, State of Ohio  
My Commission Expires 9-20-09

**CONSENT OF FIRST MORTGAGE HOLDER  
FIFTH THIRD BANK  
AN OHIO BANKING CORPORATION**

The undersigned, Fifth Third Bank, an Ohio banking corporation, as holder of a record mortgage against the property covered by the foregoing Declaration of Restrictions for The Ridge at Wrenwood Plat I, a subdivision in the Township of Monclova, Lucas County, Ohio, does hereby consent to the adoption and recording of the foregoing said Declaration.

This Consent shall be binding upon and inure to the benefit of the undersigned and its successors and assigns.

The undersigned has duly executed this Consent this 3rd day of JANUARY, 2004<sup>5</sup>

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: Jerome J. Steinhilber

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 3rd day of JANUARY, 2004<sup>5</sup>, by NEEDLE J. STEINBERG the V.P. of Fifth Third Bank, an Ohio banking corporation, on behalf of said corporation.

Holly M. Steward  
Notary Public



**HOLLY M. STEWARD**  
Notary Public - State of Ohio  
My Commission Expires March 28, 2007

This Instrument Prepared by:  
Jerome R. Parker, Esq.  
Gressley, Kaplin & Parker, LLP  
608 Madison Avenue, Suite 930  
Toledo, Ohio 43604  
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