

**SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR NORTHWOODS**

This Second Amended and Restated Declaration of Restrictions is made on April _____, 2014, by McGOWAN-NORTHWOODS, LTD., an Ohio limited liability company (hereinafter referred to as “Developer”). On May 21, 2004, Developer established the Declaration of Restrictions for Lots number one (1) through forty-four (44), inclusive, and Lots A, B and C in Northwoods Plat One, a subdivision in Sylvania Township, Lucas County, Ohio legally described in Section 1.15 below, Lots number one (1) through twenty-eight (28), inclusive, and Lots A, B and C in The Tradition at Northwoods, a subdivision in Sylvania Township, Lucas County, Ohio legally described in Section 1.26 below, and Lots number one (1) through sixteen (16), inclusive, and Lot A in The Villas at Northwoods, a subdivision in Sylvania Township, Lucas County, Ohio legally described in Section 1.27 below (the “Original Restrictions”). The Original Restrictions are recorded as Instrument No. 20040617-0049465 in the records of Lucas County, Ohio.

On November 18, 2013, Developer and Michael S. Clements and Allison Clements executed a First Amended and Restated Declaration of Restrictions (the “First Amended Restrictions”) to amend and restate the Original Restrictions in its entirety to extend the benefits and burdens of the Original Restrictions to Lots number fifty-six (56) through seventy-three (73), inclusive, and Lots D, E and F in Northwoods Plat Four, a subdivision in Sylvania Township, Lucas County, Ohio legally described in Section 1.16 below.

Pursuant to Section 7.08(a) of the First Amended Restrictions, Developer reserved the right to amend the First Amended Restrictions to extend the benefits and burdens created by the Original Restrictions and the First Amended Restrictions to adjacent land owned by Developer. Developer is executing this Second Amended and Restated Declaration of Restrictions to amend and restate in its entirety the First Amended Restrictions and to extend the benefits and burdens of the Original Restrictions and the First Amended Restrictions to Lots number forty-nine (49) through fifty-five (55), inclusive, and Lot C in Northwoods Plat Two, a subdivision in Sylvania Township, Lucas County, Ohio, legally described in Section 1.18 below and Lots number forty-five (45) through forty-eight (48), inclusive, and Lot G in Northwoods Plat Three, a subdivision in Sylvania Township, Lucas County, Ohio, legally described in Section 1.17 below.

Certain Lots in Northwoods Plat Two and Northwoods Plat Three were transferred prior to the date hereof subject to a contractual acknowledgment by the purchaser that such Lot was being acquired subject to the benefits and burdens described in the Original Restrictions. The purchaser of each such Lot has executed this Declaration to acknowledge that such Lot is subject to this Declaration.

Developer owns land adjacent to Northwoods that Developer intends to develop as an extension of and in conjunction with the development of Northwoods. Developer reserves the right to extend the benefits and burdens created by this Declaration to such lands and may do so by executing and recording an amendment to this Declaration and by filing an amended or additional plat(s) subjecting such land to this Declaration. Upon the recording of such an amendment to this Declaration, all references to Northwoods herein shall include all lots located on such adjacent land unless otherwise specifically provided in such amendment.

Developer makes this Declaration of Restrictions to establish certain rights in and restrictions upon itself and all subsequent owners of Lots in Northwoods to enhance the desirability of Northwoods as a residential community by providing a general plan for the development and improvement of Northwoods to insure that Northwoods is developed, improved, used, occupied, maintained and enjoyed as an architecturally, harmonious and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Owners.

ARTICLE I

DEFINITIONS

1.01 “**Architectural Committee**” shall mean Architectural Control Committee created and established pursuant to Article III and having the authority and responsibilities described in this Declaration.

1.02 “**Association**” shall mean Northwoods Owners Association, a corporation not for profit, that Developer shall cause to be formed and to which shall be delegated and assigned at one or more times determined by Developer the power, authority, duty and obligation: (a) to enforce and administer the covenants, conditions, restrictions, reservations, licenses and easements governing Northwoods contained herein, including without limitation all buildings and other Improvements erected on any portion of Northwoods and the uses of such Improvements; (b) to establish, collect and disburse all assessments and charges deemed necessary for such maintenance, administration and enforcement; (c) to perform such other services as may be deemed desirable to benefit the Owners all as hereinafter provided.

1.03 “**Buffer Lot(s)**” shall mean Lots A, B and C in the Plat of Northwoods Plat One, Lots A, B and C in the Plat of The Tradition, Lot A in the Plat of The Villas, Lot C in

Northwoods Plat Two, Lot G in Northwoods Plat Three and Lots D, E and F in Northwoods Plat Four.

1.04 “**County**” shall mean and refer to Lucas County, a political subdivision of the State of Ohio, specifically including each and all of its departments and agencies.

1.05 “**Declaration**” shall mean this Second Amended and Restated Declaration of Restrictions for Northwoods and all amendments, modifications and supplements thereto as may be properly enacted from time to time.

1.06 “**Developer**” shall mean McGowan-Northwoods, Ltd., an Ohio limited liability company, and its successors and assigns to whom all or part of Developer’s rights and obligations have been assigned in accordance with the terms of this Declaration.

1.07 “**Dwelling**” means a single-family, private residence building.

1.08 “**First Amended Restrictions**” shall mean the First Amended and Restated Declaration of Restrictions for Northwoods executed by Developer on November 18, 2013 and recorded as Instrument No. 20131119-0060118 in the Records of Lucas County, Ohio.

1.09 “**Governmental Regulations**” shall mean and refer to all applicable laws, statues, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over Northwoods or any Improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.10 “**Improvement**” shall mean and refer to all structures and appurtenances thereto of every type and kind, including but not limited to Dwellings, buildings, outbuildings, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, antennas, external water softener fixtures or equipment, pools, pool houses, pool equipment or fixtures, tennis courts and all tennis court fixtures, equipment, or fences, playground equipment and swingsets of any type, and tree houses. Improvement shall also mean any excavation or fill and any diversion ditch, fill or other device which affects or alters the natural flow or level of water over any portion of Northwoods.

1.11 “**Landscape Easement Areas**” shall mean any area designated on the Plats as a “Landscape Easement,” “Sanitary Sewer & Landscape Easement,” “Drainage & Landscape Easement,” “Drainage, Sanitary Sewer & Landscape Easement” or words of similar import.

1.12 “**Lot**” shall mean any numbered or lettered plot of land shown upon any Plat referred to in this Declaration.

1.13 “**Member**” and/or “**Members**” shall mean and refer to all those Owners who are entitled to membership in the Association and the Villa Association as provided in Article IV hereof.

1.14 “**Northwoods**” shall mean Northwoods Plat One, The Tradition, The Villas, Northwoods Plat Two, Northwoods Plat Three, Northwoods Plat Four and any other adjacent land developed by Developer that is made subject to this Declaration by an amendment hereto.

1.15 “**Northwoods Plat One**” shall mean Lots number one (1) through forty-four (44), inclusive, and Lots A, B and C in Northwoods Plat One, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the Plat of Northwoods Plat One recorded as Instrument No. 20120130-0004460 in the Records of Lucas County, Ohio.

1.16 “**Northwoods Plat Four**” shall mean Lots number fifty-six (56) through seventy-three (73), inclusive, and Lots D, E and F in Northwoods Plat Four, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the Plat of Northwoods Plat Four recorded as Instrument No. 20131119-0060117 in the Records of Lucas County, Ohio.

1.17 “**Northwoods Plat Three**” shall mean Lots number forty-five (45) through forty-eight (48), inclusive, and Lot G in Northwoods Plat Three, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the Plat of Northwoods Plat Three recorded as Instrument No. 20130612-0030523 in the Records of Lucas County, Ohio.

1.18 “**Northwoods Plat Two**” shall mean Lots number forty-nine (49) through fifty-five (45), inclusive, and Lot C in Northwoods Plat Two, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the Plat of Northwoods Plat Two recorded as Instrument No. 20120628-0030624 in the Records of Lucas County, Ohio.

1.19 “**Original Restrictions**” shall mean the Declaration of Restrictions for Northwoods executed by Developer on May 21, 2004 and recorded as Instrument No. 20040617-0049465 in the records of Lucas County, Ohio.

1.20 “**Owner**” shall mean the record owners, whether one or more Persons, of a fee simple title to any Lot including the Developer, its successors and assigns, but excluding those having an interest in a Lot merely as security for the payment of a debt or the performance of any obligation.

1.21 “**Party Wall**” shall mean a wall on the boundary of two adjoining Villa Lots that is approved by the Architectural Committee as provided in this Declaration and is subject to Sections 2.25 through 2.29 of this Declaration.

1.22 “**Person**” shall mean and refer to a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.23 “**Planning Criteria**” shall mean and refer to the guidelines for construction and maintenance of all Improvements upon Lots that are set forth in Exhibit A attached hereto and any amendments or additions thereto adopted pursuant to this Declaration.

1.24 “**Plat(s)**” shall mean and refer to, collectively or individually as the context may require, the plats of Northwoods Plat One, The Villas, The Tradition, and Northwoods Plat Four.

1.25 “**Rules**” shall mean and refer to the rules adopted by the Association pursuant to Section 4.13 hereof, as they may be amended from time to time.

1.26 “**The Tradition**” shall mean Lots number one (1) through twenty-eight (28), inclusive, and Lots A, B and C in The Tradition at Northwoods, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the Plat of The Tradition at Northwoods recorded as Instrument No. 20040602-0044864 in the Records of Lucas County, Ohio.

1.27 “**The Villas**” shall mean Lots number one (1) through sixteen (16), inclusive, and Lot A in The Villas at Northwoods, a subdivision in Sylvania Township, Lucas County, Ohio, as shown on the Plat of The Villas at Northwoods recorded as Instrument No. 20040602-0044865 in the Records of Lucas County, Ohio.

1.28 “**Tree Preservation Area**” shall mean the easterly thirty (30) feet of The Tradition.

1.29 “**Villa Association**” shall mean the subassociation described in Section 4.02.

1.30 “**Villa Lots**” shall mean Lots one (1) through sixteen (16), inclusive, as shown on the Plat of The Villas.

ARTICLE II

REGULATION OF USES

2.01 **Land Use**. Each Lot shall be used and occupied only for private single-family residential purposes. No building or any portion thereof or other Improvement situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and then only if the term of the lease is for a period of at least one year and is to tenants who would satisfy the requirements for the occupancy of the Dwelling as established in this Declaration and by applicable Government Regulations. No industry, trade, business, occupation or profession shall be conducted, maintained or permitted upon any portion of any Lot other than the use of a portion of a Dwelling as a home office for the Owner’s business or occupation provided the activity conducted therein does not result in members of the public visiting the Dwelling on a regular basis and is otherwise complies with applicable Governmental Regulations.

2.02 **Improvements.** No Improvements other than one Dwelling and other Improvements permitted under this Declaration shall be constructed, reconstructed or allowed to remain on any Lot. All such Improvements shall be constructed or reconstructed in a manner consistent with the Planning Criteria and only after such Improvements are approved by the Architectural Committee as provided in this Declaration.

2.03 **Subdivision.** No Lot shall be resubdivided, replatted or divided nor shall less than the whole of a Lot be conveyed by Owner without first obtaining the approval of the Architectural Committee.

2.04 **Offensive Activity.** No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon any Lot or on any portion of Northwoods, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood of Northwoods.

2.05 **Household Pets and Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained on any Lot, except that no more than a total of two (2) dogs, cats, or other usual household pets may be kept on a Lot, provided that they are not raised, bred, kept or maintained for any commercial purpose. All permitted animals shall be maintained within the Dwelling, on a leash affixed to a stake or similar device of a length that will cause such pet to remain behind the rear of the Dwelling or in an enclosed fenced area (including a so-called underground electric fence) behind the rear of the Dwelling. Additional regulations regarding the harboring or maintenance of domesticated dogs, cats or birds may from time to time be established by Developer. Any pet causing or creating a nuisance or unreasonable disturbance in the sole opinion of the Developer shall be subject to permanent removal and exclusion from Northwoods in accordance with the regulations established by Developer.

2.06 **Storage of Vehicles or Equipment; Garage Doors.** No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, unless such vehicle or object is completely concealed inside a garage or enclosure approved by the Architectural Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, have current license plates, are in daily use as motor vehicles on the streets and highways of the State of Ohio, and which do not exceed one-half ton capacity are excepted herefrom provided that they shall not be parked overnight in the public rights of way in Northwoods. No portion of any Lot shall be used as a parking area for vehicles used in an Owner's trade or business, other than a private passenger automobile. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of an approved Improvement in the immediate vicinity.

After twenty-four (24) hours written notice, any vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Developer

concerning vehicles may be towed away or otherwise removed by or at the request of the Developer and at the sole expense of the Owner of the Lot upon which the owner of the vehicle resides or upon which the vehicle is stored in violation of these restrictions or such rules and regulations, which expense shall constitute an Individual Assessment as provided in Section 5.08 hereof. In addition to the general release in Section 4.15, in the event of such towing or other removal, the Developer and its employees or agents shall not be liable or responsible to the Owner of the Lot or the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise.

All garage doors shall be maintained in operable condition and remain closed at all times, except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein.

2.07 **Maintenance**. Each Lot and all Improvements, including the Dwelling and landscaping located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. The Owner of each Lot, at the Owner's expense, shall keep such Lot, including any easement areas located on such Lot, the area in the right of way between the adjacent street and the Lot and, with respect to Lots one (1) through eighteen (18) in The Tradition, the portion of Lot B on the Plat of The Tradition adjacent to such Lot, free of weeds, tall grass, dangerous tree limbs, trash and rubbish, and any other unsightly objects. Prior to the completion of a Dwelling, the Owner of the Lot shall maintain the Lot in a neat and orderly manner, including the periodic mowing of the portion of the Lot and right-of-way within 30 feet of the adjacent street and any adjacent Lot on which a completed Dwelling is located. No Lot or any adjacent property, including, without limitation, any Buffer Lot, shall be used or maintained as a dumping ground for rubbish, lawn clippings, garbage or debris of any kind. Notwithstanding anything contained herein to the contrary, each Owner shall have the right to maintain normal construction debris on any Lot during the construction of improvements thereon; provided, however, that such debris must be removed in a timely manner and any such debris that is blown or transported in any other manner onto any adjacent Lot, Buffer Lot or other adjacent property shall be immediately removed by the Owner of the Lot from which the debris was generated at that Owner's sole expense. In no event can any such construction debris remain on any Lot after the Dwelling is occupied or the other Improvement in connection with which such debris was generated is substantially completed. If the Owner fails to comply with this Section 2.07 then, after giving the Owner fourteen (14) days written notice, the Developer shall have the right, but not the obligation, to go upon such Lot to remove rubbish and any unsightly or undesirable conditions, things and objects from the Lot, and take such other actions and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition and to retrieve and dispose of any debris that originated on any Lot and has blown or otherwise been transported to any place off of that Lot, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment against the Lot as provided in Section 5.08.

2.08 **Garbage and Garbage Containers, and Collection.** No garbage, trash containers or their storage areas shall be visible from any public right-of-way or any adjacent or neighboring Lot or property. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Further, all garbage and trash containers and their storage areas shall be designed and maintained so as to prevent animals from gaining access thereto. Additional regulations for the storage and disposal, and pick up of rubbish, debris, garbage and leaves may from time to time be established by the Association.

2.09 **Burning.** No burning of trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside the Dwelling.

2.10 **Storage Tanks.** No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be visible from any public right-of-way or any adjacent or neighboring Lot.

2.11 **Mineral Exploitation.** No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals of any type or kind shall be conducted on any Lot.

2.12 **Burying and Dumping.** The burying or dumping of all garbage, debris, ashes, cans, animal feces, chemicals and oil on any Lot is specifically and permanently prohibited.

2.13 **Laundry and Clothes Drying.** No laundry or clothes drying lines or areas shall be permitted outside of any Dwelling on any Lot and no clothes or other articles shall be hung out or exposed on any Lot.

2.14 **Radio Transmission Equipment.** No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkies and the like, shall be operated on any Lot without the prior written consent of the Developer, and such consent, once given, may be revoked by the Developer in the event that the operation of any such equipment interferes with ordinary radio and television reception or equipment, including any central cable television, security system, or any other communication system.

2.15 **Water and Sewage Facilities.** No individual sewage disposal system (septic field or leech field) shall be permitted on any Lot. No individual water supply system including a water well, other than for the use of swimming pools, landscape, irrigation and similar purposes and only if the location is approved by the Architectural Committee, may be installed, operated and maintained on a Lot without the prior approval of the Developer, which approval may be withdrawn from time to time by notice to the Owners. Additional regulations related to water wells may from time to time be established by the Developer.

2.16 **Signs.** No sign, billboard or other advertising device shall be erected, placed or allowed to remain upon any Lot or upon or visible from the outside of any Dwelling without the consent of Developer first having been obtained. However, a standard one or two sided professionally prepared sign not exceeding six (6) square feet in area on a side displaying the names or otherwise advertising the identity of the architect, contractor, subcontractor, real estate broker or the like employed in connection with the construction, installation, alteration, improvement upon or the sale or leasing of a Lot shall be permissible. Discreet signs visible from the public rights-of-way with the address and name of the Owner may be displayed upon approval of the Architectural Committee.

2.17 **Grades and Drainage.** Subject to any requirements established by the County, the Developer reserves the sole and exclusive right to establish grades, slopes, drainage easements and drainage swales within Northwoods and to fix the grade at which any Dwelling or other Improvement shall be erected or placed thereon. The grade at which any Improvement shall be erected as established by Developer must be conformed to by Owner. No portion of any Lot shall be filled, graded or regraded without the express written consent of the Developer. Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally and in a manner that is not consistent with the drainage plan for Northwoods adopted by the Developer or the County onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefor. No Owner shall be permitted to alter the grade or slope of any Lot or change the direction of, obstruct or retard the flow of surface water drainage, dig a pond or interfere in any other way with the established drainage pattern of the Lot or Northwoods unless adequate provision is made for proper drainage and is first approved in writing by Developer. Provided, however, if Developer, the County, or any other governmental body requires the modification of the slope or grade, the Owner of an affected Lot shall at the Owner's expense make adequate provisions to change the grade or slope of any portion of his Lot.

2.18 **Landscaping.** The portion of each Lot between the Dwelling and any adjacent street shall not be used for any purpose other than that of a lawn, sidewalks, driveways if otherwise permitted, the planting of trees or shrubbery or the growing of flowers or ornamental plants for the purpose of beautifying any Lot, but no vegetables or grains of the ordinary garden or field variety shall be grown upon that portion of the Lot, and no weeds, underbrush or other unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. No statuary, fountains or similar ornamentation shall be placed or allowed to remain upon any Lot between the Dwelling and any adjacent street or any other Dwelling without the approval of the Architectural Committee having first been obtained. Within two (2) months after the earlier of the substantial completion or occupancy of a Dwelling on any Lot, the portion of the Lot shown as yard on the plans approved by the Architectural Committee shall be seeded, hydro-seeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is substantially completed and occupied after October 31 and before the following February 28, the yard shall be seeded, hydroseeded or sodded not later than the succeeding April 30. At the time of installation of the lawn, the Owner of each Lot shall install and thereafter maintain an underground sprinkler system covering the entire landscaped portion of the

Lot, including all rights-of-way. Subject to the restrictions applicable to the Tree Preservation Area, the Owners of Lots one (1) through eighteen (18), inclusive, in the Tradition shall also seed, hydroseed or sod, install a sprinkler system upon and maintain, all in the same manner as such Owner's Lot, the entire portion of Lot B as shown on the Plat of The Tradition that is adjacent to the Owner's Lot.

2.19 **Window Treatments.** All curtains, draperies, shutters and other window coverings shall be white or cream colored or have a white or cream colored lining on the side visible from the exterior of the Dwelling.

2.20 **Underground Utilities.** All connections for all utility lines and facilities including, but not limited to, water, storm and sanitary sewers, electricity, telephone and cablevision shall be located and installed underground from the proper connecting points to the Dwelling or concealed under or within a building or other on-site improvements in a manner acceptable to the providing utility and the Developer.

2.21 **Reimbursement for Taps.** Developer shall be reimbursed by the Owner of each Lot for the cost of any water or other utility tap servicing that Lot which Developer was required to advance in connection with the development of Northwoods. Such reimbursement shall be made at the closing of the purchase of the Lot or, if later, the date Developer pays the amount subject to reimbursement.

2.22 **Tree Preservation Area.** No tree located in the Tree Preservation Area having a diameter of six inches or greater three feet above the ground shall be removed without the consent of the Association. This restriction shall not apply to trees that pose an imminent danger to person or property as a result of disease, physical condition or damage by storm or other occurrence.

2.23 **Natural Area.** Lot C as shown on Northwoods Plat One and Lot A as shown on The Tradition are intended to remain in their natural state, except for the portions of those Lots that are designated as Landscape Easement Areas. No person shall remove or destroy any natural vegetation at any time existing on the balance of such Lots except as may be approved by the Association from time to time. Notwithstanding the foregoing, the Owner of each Lot adjacent to the natural area may remove any dead trees or tree limbs or remove or remedy other condition that poses a hazard to the physical well being of residents of that Lot or any adjacent Lot or any visitors, invitees or others who may enter upon that property.

2.24 **Buffer Lots.** Developer has created the Buffer Lots to serve as a controlled buffer between Northwoods and adjacent properties. Developer will convey the Buffer Lots to the Association subject to the restrictions on use provided in this Declaration. No portion of any Buffer Lot shall be conveyed to any Person without the affirmative vote of the owners of seventy-five percent (75%) of the numbered Lots in Northwoods. The Association shall not consent to the annexation of any Buffer Lot to the City of Sylvania without the consent of the owners of seventy-five percent (75%) of the numbered Lots in Northwoods and the approval of either

Developer or a majority of the members of the Board of Trustees of Sylvania Township, Lucas County, Ohio. Notwithstanding the foregoing, if at any time, Developer or any other entity in which James M. McGowan or Michael S. McGowan owns an equity interest acquires ownership of any property adjacent to Lot A or Lot B in Northwoods Plat One, the Association shall grant such entity an access easement over the easterly half of such Lots to provide access to Northwoods Lane from such adjacent property. In consideration for such easement, the grantee shall pay the Association \$500 and agree to modify any landscaping or architectural features placed by Developer or the Association on such portion of Lot A or Lot B as may be necessary in connection with the construction of such access. The foregoing right to obtain an easement for access shall expire twenty (20) years after June 17, 2004, which was the date the Original Restrictions were recorded in the County Recorder's Office.

2.25 General Rules of Law to Apply to Party Walls. To the extent not inconsistent with the provisions of this Section and Sections 2.26 through 2.29 and unless the Owners of adjoining Villa Lots should otherwise agree, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Wall that is built or maintained at any time within The Villas pursuant to plans and specifications approved by the Architectural Committee. The Owner of each Villa Lot that shares a Party Wall shall have an appurtenant right in that portion of the Party Wall on the adjoining Villa Lot and the Owner of each such Villa Lot shall be deemed to have granted an easement to the Owner of the adjacent Villa Lot in the portion of the Party Wall on the granting Owner's Villa Lot and the ground underlying it that supports the Party Wall. Any such easement shall permit the Owner of the dominant parcel to maintain and use the portion of the Party Wall on the servient parcel, including the right to replace, repair and remodel the same; provided, however, that the foregoing easement shall not be construed to prevent the Owner of any Villa Lot from making excavations on his Lot for construction, reconstruction, enlargement, maintenance or repair of his Dwelling so long as he protects the rights granted the adjoining Villa Lot Owner hereunder in making such excavations. Each Owner of a Villa Lot upon which a Party Wall exists shall own separately so much of the Party Wall as stands on that Owner's Villa Lot, subject to the covenants, easements and restrictions described herein. Each Owner of a Villa Lot upon which a Party Wall exists, shall have the right and easement to use so much of the Party Wall as is owned by the other party for any purpose not inconsistent with the joint use of the Party Wall or otherwise prohibited in this Declaration or by separate agreement between the Owners of such Villa Lots. This right of use shall include the right to enter the Dwelling of the adjoining Owner at reasonable times and as reasonably necessary to replace, restore, reconstruct, maintain or improve the Party Wall or any building of which the Party Wall is a part. Neither Owner of any Villa Lot upon which a Party Wall exists may, without the consent of the other Owner, which consent shall not be unreasonably withheld, make or cause to be made openings in the Party Wall, decrease or increase the thickness of the Party Wall, or add to or extend the Party Wall. The foregoing shall also apply to any replacements of the original structure or Party Wall. The foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration unless such amendment is approved by the Owner of each Villa

Lot affected by the amendment. This section shall apply only to Party Walls which have been properly located under plans and specifications approved by the Architectural Committee in advance of construction and shall not be deemed to validate or to waive the right of any Villa Lot Owner to require the removal of any encroachment which has not been so approved by the Architectural Committee.

2.26 **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Villa Lot Owners who make use of the Party Wall

2.27 **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, any Villa Lot Owner who has used the Party Wall may restore it, and if the adjoining Villa Lot Owner thereafter makes use of the Party Wall, such Owner shall contribute equally to the cost of restoration thereof without prejudice however, to the right of the Villa Lot Owner who restores the Party Wall to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

2.28 **Right to Contribution Runs with Land.** The right of any Villa Lot Owner to contribution from any other Villa Lot Owner under Sections 2.25 through 2.28 shall be appurtenant to the land and shall pass to such Villa Lot Owner's successors in title.

2.29 **Arbitration.** In the event any dispute arises concerning a Party Wall under the provisions of Sections 2.25 through 2.28 of this Declaration, the Owners of the Villa Lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711 of the Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party the dispute shall be presented to three arbitrators. Each party shall choose one arbitrator, the arbitrators so chosen shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The place of arbitration shall be Lucas County, Ohio. Each party shall pay all costs of his arbitrator. The costs of the third arbitrator and of the arbitration proceeding shall be borne equally by the parties.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 **Composition of Architectural Committee.** The Architectural Committee shall consist of three (3) members. Each member shall hold office until he has resigned or has been removed and his successor has been appointed, as provided herein. Members of the Architectural Committee may be removed at any time without cause. The Association shall have full right, authority, and power to appoint the members of the Architectural Committee and shall be obligated to perform the functions of the Architectural Committee, as provided herein and in accordance with the rules and regulations, if any, for the governance of the Association.

3.02 **Planning Criteria.** The Developer, in order to establish guidelines and requirements for Owners concerning construction and maintenance of Improvements within Northwoods, hereby promulgates the Architectural Control Committee Planning Criteria (“Planning Criteria”), which is attached as Exhibit A. The Developer declares that each and every Lot shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the Architectural Committee.

3.03 **Authority and Duties.** The Architectural Committee shall have the following authority and duties:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of which the Association has notice. Any amendment may include any matters considered appropriate by the Architectural Committee not inconsistent with the provisions of this Declaration.

(b) To consider and act upon any and all proposals, plans and specifications submitted for its approval for Improvements proposed to be constructed, reconstructed or maintained within Northwoods as well as any exterior additions to or changes or alterations of Improvements previously approved.

(c) To require that any general contractor or architect constructing or supervising the construction of any Dwelling or addition or alteration to the exterior of any Dwelling be approved by the Architectural Committee as a condition to the approval of any such Improvement. In connection therewith, the Architectural Committee may publish from time-to-time a list of approved general contractors and architects. Any Owners utilizing the services of any Person on the approved list shall not be required to separately obtain the approval of such Person; provided, however, all Improvements proposed to be constructed or installed by such person shall be subject to all other requirements under this Declaration and the Planning Criteria. In exercising its discretion in the approval of any general contractor or architect, the Architectural Committee may consider such Person’s experience in constructing Improvements of the type proposed and of the quality required in Northwoods, as well as any previous experience that any member of the Architectural Committee has had dealing with the principals of such person.

(d) To approve any plans and specifications for Lot grading and landscaping.

(e) To require to be submitted to it for approval samples of any building or other materials and exterior colors proposed to be used in connection with any Improvement.

(f) To require each Owner or the Owner's agent to submit two copies of all plans, specifications and other information reasonably requested by the Architectural Committee prior to applying for any commitment for construction financing and/or obtaining a building permit.

(g) To condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and to require submission of additional plans and specifications or other information prior to approving or disapproving any submission.

(h) To issue rules or guidelines setting forth the procedures for the submission of proposals, plans and specifications for approval, a reasonable fee to accompany each application for approval, and additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may not require the payment of any fee prior to the transfer by Developer of the authority to appoint members of the Architectural Committee to the Association.

(i) To employ, retain and compensate as consultants for the review of plans and specifications architects, landscape architects, engineers and building contractors.

(j) In addition to the Architectural Committee, the Members shall have the authority, from time to time, to include within the promulgated Planning Criteria other restrictions, or amendments to existing restrictions considered appropriate by the Members not inconsistent with the provisions of this Declaration. Any such amendment shall be made in accordance with this Declaration and the Rules, if any, for the governance of the Association.

3.04 **Meetings of the Architectural Committee**. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing designate one or more of its members to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 3.08. In the absence of such designation the vote of any two (2) members of the Architectural Committee taken with or without a meeting, shall constitute an act of the Architectural Committee.

3.05 **Approval**. No Improvement or any addition to or alteration of any existing Improvement shall be constructed, reconstructed or allowed to remain upon any Lot unless and until the Improvement has been approved by the Architectural Committee. Any Owner required to obtain the approval of the Architectural Committee for any Improvement shall furnish the Architectural Committee with plans and specifications showing the nature, type, shape, height, architectural style, exterior materials, exterior colors and location of the Improvement. The Architectural Committee shall approve any such proposals or plans and specifications submitted to it only if it determines in its sole discretion that the construction, alterations and additions contemplated thereby and the locations indicated will not be detrimental to the overall

development and appearance of Northwoods as a whole, satisfies the Planning Criteria, is in harmony with the surrounding Dwellings, Improvements and topography, and is aesthetically attractive and architecturally well designed. In approving plans and specifications, the Architectural Committee may require that the exposed surface of a Party Wall of a Dwelling built on a Villa Lot be suitably finished by the Owner thereof if construction of the adjoining Dwelling is not commenced within a reasonable time after completion of the Party Wall, as determined by the Architectural Committee. The Architectural Committee may adopt and change from time-to-time one or more forms, checklists or similar documents to be completed by the Owner or the Owner's agent for the purpose of submitting or summarizing any information that may be required by the Architectural Committee in exercising its authority hereunder (a "Planning Criteria Checklist"). The Architectural Committee may require the submission of a properly completed Planning Criteria Checklist and such other information as the Architectural Committee reasonably requires as a condition to the review and approval of any proposed Improvement or any other action that requires the Architectural Committee's approval under the terms of this Declaration including, without limitation, plans, specifications, a site plan, details, drawings of elevations, samples of exterior construction materials, color schemes and landscaping plans. All such information shall be submitted to the Architectural Committee and the Architectural Committee's approval shall be obtained before any Owner applies for financing or a building permit for such Improvements. One complete set of the plans, specifications, and, if requested, Planning Criteria Checklist and other information or samples of materials shall become the property of the Architectural Committee. The approval of the Architectural Committee of any proposed Improvement or requested variance shall be effective only if approved in a written document executed by at least two members of the Architectural Committee or one duly authorized member. Notwithstanding the foregoing, if the Architectural Committee fails to approve, modify or disapprove in writing any application within 30 days after plans, specifications and all other information requested by the Architectural Committee has been submitted in a form meeting the requirements of the Architectural Committee, approval will be deemed granted; provided, however, if additional plans, specifications or other information or changes to the proposed Improvement or variance are requested by the Architectural Committee, the running of the 30 day period shall be extended until the requested information is provided in a satisfactory manner and for an additional 14 days thereafter. All Improvements shall be constructed, reconstructed or installed in strict compliance with the plans, specifications and other information approved by the Architectural Committee.

3.06 **No waiver of Future Approval.** The approval of the Architectural Committee of any Improvement or any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute approval or a waiver of the Architectural Committee's right to withhold approval for or create any obligation of the Architectural Committee to approve any similar proposal, plans and specifications, drawing or matter subsequently or additionally submitted for approval by the Owner receiving the approval, any subsequent Owner of the Lot to which the approval applies, or the Owner of any other Lot.

3.07 **Non-Liability of Architectural Committee.** Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, on the basis of the criteria described or referred to in this Declaration. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or other Governmental Regulations.

3.08 **Variances.** The Architectural Committee may authorize variances from compliance with any of the provisions of this Declaration, including the Planning Criteria, when the Architectural Committee determines in its sole discretion that circumstances such as topography, natural obstructions, hardship, lot size or configuration, and aesthetic or environmental considerations justify the variance. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance and shall not create any right of any other Owner to be granted a similar variance.

3.09 **Reimbursement.** At all times after control of the Architectural Committee transfers from the Developer to the Association pursuant to Section 3.01, the members of the Architectural Committee shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder, including the payment of consultants retained as authorized in Section 3.03(i) hereof.

3.10 **Enforcement of Criteria for Building Plans and Specifications.** In addition to the other duties set forth above, the Architectural Committee, along with the Developer and the Association, shall have the right and authority to enforce the provisions hereof relating to Improvements, including those set forth in the Planning Criteria, all as amended from time to time by the Architectural Committee or the Association. Should any Owner fail to comply with the requirements hereof, including those set forth in the Planning Criteria, after fourteen (14) days written notice, the Developer, the Architectural Committee and the Association shall each have the right but not the obligation to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner as an Individual Assessment against the Lot as provided in Section 5.08. Should the Developer, Architectural Committee and the Association enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of any judicial proceedings, shall be collectible from the Owner and shall constitute an Individual Assessment against the Lot as provided in Section 5.08.

ARTICLE IV

THE ASSOCIATION

4.01 **Owner's Association.** Developer shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, called the "The Northwoods Owners Association" (the "Association"). All owners of Lots in Northwoods, and all persons who hereafter acquire title to a Lot in Northwoods, shall automatically become members of the Association and shall be 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, and the Articles of Incorporation, and, if adopted, the Code of Regulations and Rules of the Association, all as they may exist from time to time. Each Owner of a Lot other than Developer shall be entitled to one vote on each matter submitted to a vote of the Owners of Lots for each Lot owned by such Owner; provided, however, that where title to a Lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to four (4) votes for each Lot owned by Developer.

4.02 **Villa Association.** Within the Association, there shall exist a subassociation known as the "Villa Association." All Owners of Villa Lots and all persons who hereafter acquire title to any of the Villa Lots shall automatically become members of the Villa Association, as well as the Association, and shall be entitled to all the rights and privileges of such memberships and subject to all of the duties and obligations thereof that inure to each Villa Lot as set forth in the Plat, this Declaration and the Articles of Incorporation, and, if adopted, the Code of Regulations and Rules of the Association, as they may exist from time to time. Each Owner of a Villa Lot other than Developer shall be entitled to one vote on each matter submitted to a vote of the Owners of the Villa Lots for each Lot owned by such Owner; provided, however, that where title to a Villa Lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to four (4) votes for each Villa Lot owned by Developer.

4.03 **Purpose.** The purpose of the Association, in general, shall be to levy and to collect the Annual Assessments, Special Assessments and Individual Assessments and to disburse funds for the purposes set forth in Section 4.04, to enforce this Declaration and such other purposes consistent with the provisions of this Declaration. The purpose of the Villa Association, in general, shall be to levy and collect assessments applicable only to Villa Lots and to perform the maintenance obligations described in Section 4.05.

4.04 **General Maintenance Obligations.** The Association shall at all times maintain, repair and replace and may alter, remove or replace, all structures, improvements, sprinkler systems, landscaping and architectural features constructed or installed by Developer or the Association at any time in any Landscape Easement Area, in Lots A and B on the Plat of Northwoods Plat One or in the cul-de-sacs or in the boulevard to be constructed by Developer in the rights-of-way in Northwoods. The Association shall also maintain any street lights installed at any time within Northwoods that are not otherwise maintained by public or quasi-public authorities.

The Association may also perform such maintenance on the Buffer Lots as it deems appropriate from time to time. After notice and hearing, if requested, as provided in Sections 7.03 and 7.04, respectively, the Association may perform maintenance on any portion of a Buffer Lot that the adjacent Lot Owner(s) or the Villa Association is obligated to maintain pursuant to this Declaration. If the Association performs such maintenance, the Association may charge the Owner(s) of such Lot(s) for that cost as an Individual Assessment pursuant to Section 5.08.

4.05 **Villa Lot Maintenance Obligations.** In addition to participating in the general maintenance obligations of the Association, the Villa Association shall at all times be responsible for the performance of the following functions for every Villa Lot on which a Dwelling has been substantially completed or occupied in accordance with this Declaration:

- (a) Periodic mowing of all lawn areas;
- (b) Periodic application of fertilizer and weed control to all lawn areas;
- (c) Spring and Fall cleanup and trimming of all landscaped areas and periodic mulching and application of weed control in those areas;
- (d) Snow plowing of all driveways and the shoveling of all snow from sidewalks leading to the front door and one additional entrance to each Dwelling and, if determined to be necessary by the Person providing such service, the application of salt or other chemicals to melt ice on such surfaces;
- (e) Such other services as the Villa Association may elect to perform from time to time.

The Villa Association shall determine the frequency with which such maintenance shall be performed, including the minimum snowfall depth that will be required before the service described in (d) is performed, and the level of service to be provided. No owner of any Villa Lot shall have any right to demand such service on a more frequent basis or at a different level than is provided by the Villa Association.

The Villa Association may also maintain, landscape and install other improvements upon Lot A in The Villas at the sole expense of the Villa Association, unless the Association shall agree to pay all or part of any such cost. Once installed, any such landscaping or other improvements installed upon Lot A shall be maintained, repaired and replaced by and at the sole expense of The Villa Association unless the Association agrees to participate in such obligations or the cost thereof.

4.06 **Code of Regulations.** All provisions of this Declaration describing rights and obligations of the Members and providing for the governance of the Association or the Villa Association shall constitute and be treated as a Code of Regulations under Chapter 1702 of the

Ohio Revised Code. The provisions of this Declaration that constitute a Code of Regulations may be amended only as provided in this Declaration. The Members may adopt additional provisions constituting a Code of Regulations in accordance with Chapter 1702 of the Ohio Revised Code provided any such provisions are not inconsistent with this Declaration as it may be amended from time-to-time.

4.07 **Membership**. Every person who is an Owner of any Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

4.08 **Directors**. The Association and the Villa Association shall each have a Board of Directors to manage its affairs. The Directors of the Association shall be selected by the Owners of all Lots. The Directors of the Villa Association shall be selected by the Owners of the Villa Lots only. A Director shall perform the duties of a director in good faith, in a manner the Director believes to be in or not opposed to the best interest of the Association and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

4.09 **Joint Owner Disputes**. With respect to any matter to be voted on by the Members, the vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any joint owner of a Lot casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes of the matter in question that such Owner was acting with the authority and consent of all other Owners of the same Lot.

4.10 **Transfer of Voting Rights**. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy in a form reasonably acceptable to the Association, or may assign his right to vote to a permitted lessee for the term of the lease. In such event the Owner of each Lot may, by notice to the Association, designate the person (who need not be an Owner) to exercise the vote for such Lot. Said designation shall be revocable at any time by notice to the Association by the Owner. The right to vote and the power of designation and revocation may be exercised by the guardian of an Owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of any Owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Any sale, transfer or conveyance of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a lessee as provided herein.

4.11 **Approval by Members**. Unless otherwise specifically provided in this Declaration or the Articles of Incorporation, Code of Regulations or Rules of the Association, any provision of this Declaration, the Articles of Incorporation, the Code of Regulations or the

Rules of the Association that requires the vote, consent or approval by the Members shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of Members holding a majority or such other percentage of the voting power of the Association as may be required at a meeting duly called and noticed pursuant to the provisions of the Code of Regulations of the Association or, if none, applicable Ohio law.

(b) Written consents signed by Members holding a majority or such other percentage of the voting power of the Association as may be required.

4.12 **Powers and Authority of the Association.** The Association and the Villa Association shall have all of the powers of an Ohio nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles of Incorporation, the Code of Regulations or the Rules of the Association. Each shall have the power to do any and all lawful things that may be authorized, required or permitted to be done by it under and by virtue of this Declaration, the Articles of Incorporation, the Code of Regulations and the Rules, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers set forth in this Declaration. Without in any way limiting the generality of any of the foregoing provisions, the Association and the Villa Association shall have the power and authority at any time to levy assessments on the Owners of the Lots or the Villa Lots, as the case may be, and to enforce payment of such assessments in accordance with the provisions of Article V hereof and to retain and pay for legal, accounting, engineering and other professional services necessary or proper in the operation, preservation and maintenance of Northwoods, the enforcement of this Declaration or in performing any of the other duties or rights of the Association.

4.13 **Rules.** The Association may adopt, amend and repeal such rules as it deems proper for the use and occupancy of Lots in Northwoods. Additionally, The Villa Association may adopt, amend and repeal such rules as it deems proper for the use and occupancy of the Villa Lots. A copy of said Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner subject to such Rules, or recorded with the appropriate public office. Upon such mailing, delivery or recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition, as to any Owner having actual knowledge of any given Rules, such Rules shall have their full force and effect and may be enforced against such Owner. As part of the Rules that may be adopted from time to time by the Association or the Villa Association, a fine may be imposed by the Association or the Villa Association for violation by any Owner, his family, of any lessee, guests or invitees of this Declaration or any Rules adopted pursuant to this Section 4.13. In the event any such fine is imposed, it shall constitute an Individual Assessment as provided in Section 5.08 hereof. Before imposing any such fine the Association or the Villa

Association shall give such Owner Notice and Hearing as provided in Sections 7.03 and 7.04 hereof.

4.14 **Liability of Board Members.** No member of the Board of Directors shall be personally liable to any Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Villa Association or the Board of Directors of either, or any other representatives or employees of the Association, the Villa Association or the Architectural Committee, provided that such person has, based upon such information as may be possessed by him, acted in accordance with the standard of care described in Section 4.08.

4.15 **Release of Association and Developer.** Each Lot owner hereby irrevocably releases the Association, the Villa Association, their members, directors and officers and Developer, its members, managers and officers from any and all liability for and damage or loss suffered by any Owner to the Lot, Dwelling, lawn, landscaping or other improvements at any time installed thereon caused, directly or indirectly, by any person retained by the Association, the Villa Association or the Developer to perform any of the obligations required of the Association, the Villa Association or the Developer pursuant to this Declaration. Without limiting the generality of the foregoing release, such release is intended to apply to any damage to any lawn or landscaping on a Villa Lot resulting from misapplication or over-application of any fertilizer or weed control, snow plowing or the application of salt or other materials for the removal of ice. Notwithstanding the foregoing, if any person providing services to the Association, the Villa Association or the Developer for the benefit of Owners causes damage to the property of the Association, the Villa Association or any Owner, the Association, the Villa Association or the Developer may pursue a claim on behalf of all affected Owners and Lots or, at its option, assign its rights to such claim to the affected Owners and Lots and thereafter cooperate in the prosecution of that claim. Any cost incurred by the Association or the Villa Association, directly or indirectly, in the prosecution of any such claim shall be an expense of the Association or the Villa Association, as the case may be, the cost of which can be recovered through assessments against Owners of Lots that are Members of the appropriate association.

Further, if the Architectural Committee, the Association, the Villa Association or Developer, directly or through its employees or agents enters upon any Lot to remedy any violation of this Declaration, no such Person shall be guilty of trespass, any criminal act or have any civil liabilities to the Owner of the Lot or any other Person on account therefore, in respect of any damages or injury to the Lot or any Improvements, or as a result of the failure of the Owner of the Lot or any other Person to receive any notice that was properly given.

ARTICLE V

ASSESSMENTS

5.01 **Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot other than a Buffer Lot owned within Northwoods, hereby covenants and each Owner of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association or the Villa Association, as the case may be: (a) Annual Assessments, (b) Special Assessments, and (c) Individual Assessments. All such assessments shall be a lien against each Owner's Lot from the date the assessment is established as provided in this Declaration. Each such assessment together with interest, costs and reasonable attorney's fees in collecting said assessment, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment becomes due as well as a lien against the Lot as provided herein. An Owner may not be relieved of the personal obligation for delinquent assessments by successors in title unless expressly assumed by them and released by the Association or the Villa Association, as the case may be. Any Annual Assessments or Special Assessments against any Lot owned by Developer shall be limited to 50 percent of the amount assessed against other similar Lots.

5.02 **Purpose of Assessment.** Assessments may be levied to provide for and assure the availability of the funds necessary to pay common expenses, which shall include without limitation the following:

(a) Utility services for the common safety and welfare of the residents of Northwoods, including without limitation, electric or gas power for street lighting and water for a common irrigation systems, if any.

(b) The maintenance of any landscape or other aesthetic features located within the Landscape Easement Areas, Lots A or B on the Plat of Northwoods Plat One or within the rights-of-way located in or adjacent to Northwoods.

(c) The administration of the business of the Association or the Villa Association including without limitation, necessary and appropriate fees for services rendered by engineers, accountants and attorneys.

(d) The payment of real and personal property taxes and assessments for property owned by the Association or the Villa Association, if any.

(e) Premiums on any insurance policies carried by the Association or the Villa Association.

(f) Debt service on any funds borrowed by the Association or the Villa Association.

(g) With respect to the Villa Lots, the costs associated with performing the maintenance obligations described in Section 4.05 hereof, as those obligations may be amended from time to time.

(h) Costs incurred for doing any other things necessary or desirable which in the judgment of the Association may be of general benefit to the Owners of Lots within Northwoods, or in the judgment of the Villa Association may be of general benefit to the Owners of Villa Lots.

5.03 **Annual Assessment.** At any time after January 1, 2005 and until such time as the Developer's authority is assigned to the Association and the Villa Association, the Developer may establish the amount of an annual assessment to be paid by each Owner. After the transfer of the Developer's authority to the Association or the Villa Association, the Board of Directors of the Association or the Villa Association, as the case may be, shall fix the Annual Assessment in an amount sufficient to cover the anticipated common expenses, plus an adequate reserve for future expenses.

5.04 **Special Assessments.** In addition to the Annual Assessments authorized above, the Developer, until such time as the Developer's authority is assigned to the Association and the Villa Association, or the Board of Directors of the Association or the Villa Association, as the case may be, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any landscaping or other aesthetic feature within the Landscape Easement Areas of the Association or the Villa Association, as the case may be, or within the public rights-of-way, any street lighting not maintained by a public or quasi-public authority and for any other purpose determined to be appropriate by Developer or the Board of Directors of the Association or the Villa Association, as the case may be. Notwithstanding the general grant of authority to Developer and the Board of Directors to levy Special Assessments, any Special Assessments for costs that relate only to the Villa Lots that will require a payment by the Owner of any Lot of \$250.00 or more or any such Special Assessment that when aggregated with all other Special Assessments levied for such purposes during the preceding 24 months exceeds \$350.00 applicable to any Lot, such Special Assessment must be approved by Owners holding a majority of the voting power attributable to the Lots subject to the Special Assessment. Further, any Special Assessments for costs that relate only to the Villa Lots that will require a payment by the Owner of a Villa Lot of \$500.00 or more or any such Special Assessment that when aggregated with all other Special Assessments for such purposes levied against the Owners of Villa Lots during the preceding twenty-four months exceeds \$700.00 applicable to any Villa Lot, such Special Assessment must be approved by Owners holding a majority of the voting power attributable to the Villa Lots subject to the Special Assessment. The dollar limitations on Special

Assessments specified in the two preceding sentences shall increase by five percent (5%) of the previous amount on each five-year anniversary of June 17, 2004, which was the date the Original Restrictions were filed of record in the County.

5.05 **Application of Assessments to Members.** Both Annual Assessments and Special Assessments may apply to the Owners of all Lots or only the Villa Lots. Assessments for purposes related only to the Villa Lots shall be assessed only against the Owners of the Villa Lots. The Association shall establish separate bank accounts or other procedures for keeping assessments and disbursement related to the Villa Lots separate from assessments and disbursements related to the Lots generally.

5.06 **Borrowing.** Upon the affirmative vote of Owners holding at least two-thirds (2/3) of the votes of all Lots, the Association shall have the authority to borrow all or any part of the funds needed for any purpose for which it is authorized to make assessments against Lots and Owners. Upon the affirmative vote of Owners holding at least two-thirds (2/3) of the votes of all Villa Lots, the Villa Association shall have the authority to borrow all or any part of the funds needed for any purpose for which it is authorized to make assessments against Villa Lots and the Owners of Villa Lots. Any such authorized borrowing shall be upon such terms and conditions as are specified in the action of the Owners approving the borrowing or, absent such specific terms, upon such terms and conditions as the Board of Directors of the Association or the Villa Association deems appropriate.

5.07 **Limitation on Assessment Authority.** Notwithstanding anything in this Declaration to the contrary, neither the Association nor the Villa Association shall have authority to assess any Lot or Owner to pay the cost of any claim, suit, judgment or other liability assessed against the Association or the Villa Association related to the activities of the Association or the Villa Association or the existence, maintenance or condition of any structure, improvement or landscaping located in any of the Landscape Easement Areas, Lots A and B on the Plat of Northwoods Plat One or in any right-of-way within or adjacent to Northwoods.

5.08 **Individual Assessments.** In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and collect, after written notice and hearing as provided in this Declaration, against a particular Lot and the Owner of such Lot an Individual Assessment for:

(a) Costs and expenses incurred by the Association or the Villa Association in bringing a particular Owner or particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association or the Villa Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner to cure or remedy such violation or noncompliance.

(b) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association or the Villa Association in the enforcement of the provisions of this Declaration or the Planning Criteria against a particular Lot or the Owner of such Lot.

(c) The fine assessed against any Owner for violation by any Owner, his tenants, family, guests or invitees of the provisions of this Declaration or any Rules adopted by the Association or the Villa Association.

(d) Reasonable overhead expenses of the Association or the Villa Association associated with any Individual Assessment levied and collected pursuant to this Section 5.08 in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association or the Villa Association for any Individual Assessment.

5.09 **Effect of Non-Payment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law compounded annually. All assessments, including interest, costs of collection and attorney fees, shall be a lien on the property from the date of assessment. Such lien shall be effective from and after the date of assessment until paid in full and may be, but shall not be required to be recorded in the public records of the County. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed by the Association or the Villa Association and recorded in the lien records in the office of the County Recorder:

Notice of Lien

Notice is hereby given that Northwoods Owners Association claims a lien for unpaid assessments in the amount of \$_____ together with interest and costs of collection as provided in the Declaration of Restrictions for Northwoods against the following described premises:

(Insert legal description)

The records of the Association indicate that _____ is (are) the present owner(s) of such premises.

NORTHWOODS OWNERS ASSOCIATION

By _____

Its _____

STATE OF OHIO _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, _____ of Northwoods Owners Association, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

When any such liens have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that may be recorded in the County records. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association or the Villa Association. The delinquent Owner shall pay all costs including reasonable attorney's fees, incurred by the Association or the Villa Association incident to the collection of such assessments. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association or the Villa Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association or the Villa Association covered by the lien enforced. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of any common property or abandonment of his Lot.

ARTICLE VI

RESERVATIONS AND EASEMENTS

6.01 **Reservation of Utility Easements.** Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and over those portions of each Lot designated as "Drainage Easement," "Utility & Toledo Edison Easement," "Sanitary Sewer Easement," "Drainage & Sanitary Sewer Easement," "Drainage, Sanitary Sewer & Landscape Easement," "Sanitary Sewer & Landscape Easement," "Drainage & Landscape Easement," "Drainage & Utility Easement," "Sidewalk Easement," "Drainage, Sanitary Sewer, Utility and Toledo Edison Easement" and words of similar import on the Plats and the right to grant consents for additional easements and rights of way over or upon any Lot for the construction, operation and maintenance of electric, telephone, cable television and other data or information transmission poles, lines and conduits, water, gas and sewer lines and conduits, any other public utility facilities or drainage or for roadway purposes, together with the necessary or proper incidents and appurtenances. No Dwelling or other structure, or any part thereof, other than driveways and sidewalks, shall be erected, or maintained upon any part of the property in Northwoods, over or upon which any such easements will be or have been granted. Neither the easement rights reserved herein, nor as shown on the Plat, shall impose any obligation on the

Developer to maintain such easements or to install or maintain utilities or any drainage in or under such easements except as stated in the “Owner’s Certification” on the Plats. Developer reserves to itself, and to its successors and assigns, the right to go upon or permit any public utility company to go upon the designated easement areas from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

6.02 **Reservation of Easements for Landscape and Aesthetic Features.** Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and over the Landscape Easement Areas for the construction, installation, operation and maintenance of decorative structures, signage, fencing, water sprinkling equipment and landscaping at the entrances to Northwoods, and along and adjacent to the streets in Northwoods. No owner of any Lot subject to a Landscape Easement shall install, maintain or permit to exist any landscaping other than grass, or any structure or other improvement within such Landscape Easement Area unless approved by the Architectural Committee. If such approval is obtained, the Owner and his successors in interest must cause the landscaping or other improvement so installed to at all times remain in strict compliance with the terms of the Architectural Committee’s approval.

If required by Sylvania Township or the County, Developer and the Association, or their successors and assigns, may enter into such agreements as either of them deems necessary or appropriate for the purpose of obtaining permission of such authorities to construct improvements in the rights-of-way, and to release those authorities from any liability in connection therewith and to indemnify them as a result of any loss, expense or liability arising therefrom.

6.03 **Reservation of Right to Consent to Construction.** Developer reserves the right to grant consents for the construction, operation, maintenance, improvement, and repair of electric power and telephone lines and conduits, cable TV, water, gas, sewer, pipes and conduits, and any other public utility facilities, together with the necessary or proper easements, incidents and appurtenances in, through, under and upon any portion of Northwoods on behalf of itself and for the benefit where so stated of the County, the Association, all the Owners and also for the benefit of Northwoods. Developer, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of Northwoods as may be reasonably required from time to time in order to provide storm water drainage to all or any portion of Northwoods; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by any Owner of the particular Lot.

6.04 **Maintenance of Easements.** The Owners of the Lot or Lots, subject to the easements, shall acquire no right, title or interest in or to any poles, wires, cables conduits, pipes, mains, valves, lines or other equipment or facilities or any landscaping, decorative structures or other items or equipment placed on, in, over or under the property which is subject to the easements. No structure, irrigation system, planting or other material shall be placed or permitted to remain on any Lot which may damage or interfere with access to, or the installation and maintenance of, the easements or any utilities, or which may change the direction of flow or

obstruct or retard the flow of water through conduits, drainage channels or Drainage Easements. The Association shall not be responsible for maintaining any easement areas on individual Lots other than landscaping and other Improvements installed by the Developer or the Association in any Landscape Easement Area.

6.05 **Association Easement.** There is hereby created, declared and granted to the Association or the Villa Association, such easements over and upon all or any portion of Northwoods as may be reasonably necessary to permit the Association or the Villa Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration, the Articles of Incorporation and, if any, the Code of Regulations and Rules of the Association or the Villa Association.

6.06 **Future Easements.** There is hereby reserved to the Developer and its successors and assigns, and to the Association and the Villa Association, the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Developer, the Association or the Villa Association, for the future orderly development of Northwoods in accordance with the objects and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot pursuant to the provisions of this Section 6.06 if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single-family residential home site. The easements contemplated by this Section 6.06 may include, without limitation, such easements as may be required for utility services, drainage, road right-of-way or other purposes reasonably related to the orderly development of Northwoods in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by the Developer, the Association or the Villa Association without the necessity for the consent of the Owner of a particular portion of Northwoods over which any such further or additional easement is granted or required.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

7.01 **Laws and Ordinances of the State of Ohio.** The laws and ordinances of the State of Ohio and the County, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

7.02 **Duration.** This Declaration shall run with and bind all of Northwoods and each Lot perpetually, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Villa Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives for a period of forty (40) years following the recording of the Original Restrictions, at the end of which period said

restrictions shall be automatically extended for successive periods of ten (10) years each, unless the Owners of at least seventy-five percent (75%) of the Lots at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part, and said instrument shall be recorded in the office of the Recorder of the County prior to the expiration of the initial period or any extension thereof.

7.03 **Notice.** Any notice required to be sent to any Owner under the provisions of this Declaration or the Articles of Incorporation or the Code of Regulations shall be in writing and shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as a Member on the records of the Association or the Villa Association at the time of such mailing. Notice to one of two or more Owners shall constitute notice to all Owners thereof. It shall be the obligation of every Owner to immediately notify the Secretary of the Association or the Villa Association in writing of any change of address. Valid notice may also be given to Owners by: (a) personal delivery to any occupant of any dwelling over fourteen (14) years of age, or (b) by affixing said notice to or sliding same under the front door of the Owner's Dwelling within Northwoods.

7.04 **Hearing.** Upon service of a Notice as required or permitted under this Declaration, an Owner may within seven (7) days of receipt of such Notice, request in writing an opportunity to be heard by the Developer or the Board of Directors of the Association or the Villa Association, as the case may be, in person or by counsel at said Owner's expense. In the event an Owner does not request a hearing within seven (7) days of the service of a Notice, said Owner shall be deemed to have waived his right to a hearing hereunder. In the event an Owner requests a hearing hereunder, the running of any enforcement period shall be tolled until after the hearing is held and the decision of the Board of the Association or the Villa Association or the Developer is made in writing to the Owner.

7.05 **Enforcement.** Enforcement of this Declaration and any Rules adopted or amended pursuant to authority reserved by Developer, or granted to the Association and the Villa Association by this Declaration, may be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any Person violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot to enforce any lien created by this Declaration. The failure by Developer, the Association, the Villa Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall not be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Association or the Villa Association should at any time fail to discharge its obligations to maintain any portion of Northwoods as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter with respect to the same or a similar expense.

7.06 **Precedence Over Less Stringent Governmental Regulations.** In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

7.07 **Severability.** Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall not affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

7.08 **Amendment.**

(a) **Amendment by Developer.** Subject to the provisions of Section 7.08(d) of this Declaration, until sale by Developer of sixty (60) of the Lots, the provisions of this Declaration, other than this Section 7.08(a) may be amended by Developer; provided, however, that no such amendment shall be effective without Notice and if two-thirds (2/3) of the Owners (other than Developer), by written notice delivered to Developer, object to any such proposed amendments within fifteen (15) days after such Notice, such amendment shall not be effective. Notwithstanding the foregoing, Developer may amend this Declaration at anytime to extend the benefits and burdens created by this Declaration to adjacent land owned by Developer. Any amendment hereunder shall be effective only upon recordation in the public records of the County Recorder of an instrument in writing signed and acknowledged by Developer setting forth the amendment certifying that, within fifteen (15) days after the required Notice, the Developer has not received written objections to such amendment by two-thirds (2/3) of the Owners.

(b) **Amendment by Association.** Subject to the provisions of Section 7.08(d) of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of a majority of the total voting power of the Members and any terms and provisions of this Declaration that apply specifically to the Villa Lots or the Owners thereof may be changed, amended or modified at any time and from time to time by the Villa Association upon the affirmative written consent or the vote of a majority of the total voting power of the Members of the Villa Association; provided, however, that no such change, amendment or modification by the Association shall be effective without the Developer's express written joinder and consent so long as Developer owns at least ten (10) Lots in Northwoods.

(c) **Manifestation of Requisite Consent.** In the case of any change, amendment or modification of this Declaration by the Association or the Villa Association which requires the affirmative written consent or vote of Members and of the Developer as herein

above provided in Section 7.08(b), the acquisition of the requisite written consent or vote of Members and the Developer shall be manifested on the face of the amending instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the Association or the Villa Association, as the case may be, affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the public records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of recordation in the public records of the County.

(d) **Limitations on Amendments.** Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Developer, the Association and the Villa Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements, license and reservations set forth in this Declaration shall at all times be subject to and limited and restricted as follows:

(i) This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Developer, the Association, the Villa Association or to the County, respectively, without the prior written approval of the Developer, the Association, the Villa Association or the County, as the case may be, and any attempt to do so shall be void and of no force and effect.

(ii) This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to establish, make, levy, enforce and collect assessments for such purposes.

(iii) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Section 7.08(d).

7.09 **Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7.10 **Ratification, Confirmation and Approval of Agreements.** The fact that some or all of the officers, trustees, members or employees of the Association or the Villa Association, the Architectural Committee and the Developer may be identical, and the fact that the Developer or its nominees, have heretofore or may hereafter enter into agreements with the Association, the Villa Association and their members, from time to time, will not relieve any parties of the obligation to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the deed therefor by any party, shall constitute the ratification,

confirmation and approval by such purchaser, his heirs, successors, legal representative and assigns of the propriety and legality of said agreements.

7.11 **Constructive Notice and Acceptance.** Every Person who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of Northwoods, whether or not such interest is reflected upon the public records of the County, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction, license, easement and reservation contained or by reference incorporated in this Declaration and Exhibit A attached hereto, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such Person shall have acquired such right, title, interest or estate in Northwoods or any portion thereof.

7.12 **Transfer of Authority to the Association.** Upon the sale of sixty (60) Lots and the occupancy of at least thirty (30) Dwellings, Developer shall, and at any time after the sale of thirty (30) Lots Developer may, assign (1) its power, authority and obligation to establish and levy assessments of all types and to determine the manner in which the funds raised by assessment are to be used and (2) all other rights, power, authority and obligations reserved to or vested in Developer hereunder, other than the authority to appoint members of the Architectural Committee and the obligation to cause the Architectural Committee to perform its functions, which shall be transferred to the Association at the time described in Section 3.01, to the Association or the Villa Association as the case may be. The transfer of any such authority or obligations to the Association or the Villa Association shall be evidenced by and shall be effective upon the filing for record in the County Recorder's office of a document signed by the Developer or the Owners of three Lots describing the event that has occurred that caused the transfer. Upon any transfer of all or part of Developer's rights, power, authority and obligations to the Association or the Villa Association, the Association or the Villa Association as the case may be shall thereafter have all of the rights, power, authority and obligations of the Developer reserved or provided in this Declaration to the extent transferred.

IN WITNESS WHEREOF, the undersigned entity has caused this Declaration to be signed by one of its authorized managing members on the date indicated above.

MCGOWAN-NORTHWOODS, LTD.

By: JMM Development, Inc.
Managing Member

By: _____
James M. McGowan, President

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by James M. McGowan, President of JMM Development, Inc., an Ohio corporation, as a managing member of McGowan-Northwoods, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

The undersigned, owner of Lot forty-nine (49) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consents to the adoption of this Second Amended and Restated Declaration of Restrictions.

Dan Neuendorf

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by Dan Neuendorf.

Notary Public

The undersigned, owners of Lot fifty (50) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consent to the adoption of this Second Amended and Restated Declaration of Restrictions.

Marc Stockwell

Terry Stockwell

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by James M. McGowan as attorney in fact on behalf of Marc Stockwell and Terry Stockwell.

Notary Public

The undersigned, owners of Lot fifty-one (51) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consent to the adoption of this Second Amended and Restated Declaration of Restrictions.

Larry D. Connor

Susan M. Connor

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by James M. McGowan as attorney in fact on behalf of Larry D. Connor and Susan M. Connor.

Notary Public

The undersigned, owner of Lot fifty-two (52) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consents to the adoption of this Second Amended and Restated Declaration of Restrictions.

Michele T. Brazeau, Trustee

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by Michele T. Brazeau, as Trustee.

Notary Public

The undersigned, owners of Lot fifty-three (53) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consent to the adoption of this Second Amended and Restated Declaration of Restrictions.

Robert P. Dubois

Julia N. Dubois

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by James M. McGowan as attorney in fact on behalf of Robert P. Dubois and Julia N. Dubois.

Notary Public

The undersigned, owners of Lot fifty-four (54) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consent to the adoption of this Second Amended and Restated Declaration of Restrictions.

Jeffrey P. Crandell

Cheryl M. Crandell

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by Jeffrey P. Crandell and Cheryl M. Crandell.

Notary Public

The undersigned, owners of Lot fifty-five (55) in Northwoods Plat Two, as described in Section 1.18 of this Declaration of Restrictions, consent to the adoption of this Second Amended and Restated Declaration of Restrictions.

Edgar B. Singleton, Trustee

Grace C. Singleton, Trustee

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by Edgar B. Singleton, Trustee, and Grace C. Singleton, Trustee.

Notary Public

The undersigned, owner of Lot forty-eight (48) in Northwoods Plat Three, as described in Section 1.17 of this Declaration of Restrictions, consents to the adoption of this Second Amended and Restated Declaration of Restrictions.

Robert Francis Sullivan

Kathy Lynne Sullivan

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014, by Robert Francis Sullivan and Kathy Lynne Sullivan.

Notary Public

The undersigned, owner of Lot forty-six (46) in Northwoods Plat Three, as described in Section 1.17 of this Declaration of Restrictions, consents to the adoption of this Second Amended and Restated Declaration of Restrictions.

Pamela Hesselbart

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on _____, 2014,
by Pamela Hesselbart.

Notary Public

**EXHIBIT A
TO DECLARATION OF RESTRICTIONS
OF NORTHWOODS**

ARCHITECTURAL CONTROL COMMITTEE PLANNING CRITERIA

In order to establish guidelines for the construction and maintenance of Improvements on the Lots, the Developer hereby declares that Northwoods shall be subject to the following restrictions, reservations and conditions which shall be binding upon the Developer and upon each and every Owner who shall hereafter acquire a Lot located within Northwoods and shall be binding upon their respective heirs, personal representatives, successors and assigns.

1. **Land Use and Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and other Improvements that have been approved by the Architectural Committee. Notwithstanding the preceding sentence, on each pair of adjacent Villa Lots, there may be constructed either two (2) detached residential structures, each being a single family dwelling, or one (1) residential structure that shall either be a single family dwelling or a two family dwelling occupying both Lots. All Lots shall be used only for residential purposes including associated amenities such as tennis courts, swimming pools, gardens, greenhouses and gazebos. No Improvement shall be erected upon any Lot without prior approval of the Architectural Committee as set forth in Article III of the Declaration to which this exhibit is attached. Unless approved by the Architectural Committee as required in the Declaration, no Improvements may be constructed separate and apart from the Dwelling nor can any such Improvements be constructed prior to the Dwelling. There shall be no occupancy of a Dwelling until completion of construction and the issuance of a Certificate of Occupancy by the appropriate governmental entity.

2. **Character of Dwellings.**

(a) **Minimum Square Footage and Height.** All Dwellings on Lots in Northwoods Plat One, and Lots fifty-seven (57) through sixty-nine (69), inclusive, in Northwoods Plat Four must have a minimum of 2,200 square feet of living space and all Dwellings on Lots in The Tradition, the Villa Lots, Lots in Northwoods Plat Two, Lots in Northwoods Plat Three and Lot fifty-six (56) and Lots seventy (70) through seventy-three (73), inclusive, in Northwoods Plat Four must have a minimum of 1,700 square feet of living space. Living space shall be measured from the outside of exterior frame walls and shall be exclusive of basements, porches, decks and garages. No Dwelling shall exceed thirty-five (35) feet in height unless specifically approved in writing by the Architectural Committee.

(b) **Garages and Outbuildings.** No garage or outbuildings related to the use of a Dwelling, such as a pool house, or any addition thereto or alteration thereof shall be constructed,

reconstructed or allowed to remain upon any Lot until it has been approved by the Architectural Committee. All garages shall be for the exclusive use of the family occupying the related Dwelling and the servants thereof. All Dwellings shall have a garage of sufficient size to accommodate two (2) standard size passenger automobiles. All garages and other approved outbuildings shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration applicable to any Dwelling. Garages on Lots in Northwoods Plat One and Lots fifty-seven (57) through sixty-nine (69), inclusive, in Northwoods Plat Four must be side or rear loading, unless the Architectural Committee approves a variance. Garages on Lots in The Tradition, the Villa Lots, Lots in Northwoods Plat Two, Lots in Northwoods Plat Three and Lot fifty-six (56) and Lots seventy (70) through seventy-three (73), inclusive, in Northwoods Plat Four may be front, side or rear loading.

(c) **Roof Structures and Chimneys.** It is the general intent that no antennas, other aerial devices, wind generator appliances or other rooftop installation, projection or structure of any type shall be visible from any adjacent Lot or the public right-of-way. It is expressly provided, however, that chimneys, weather vanes, cupolas, roof-top attic ventilators and fans and solar collector panels and similar features which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved by the Architectural Committee.

(d) **Screening of Equipment.** All heaters, pool equipment, water softeners, air conditioning compressors and other ancillary or mechanical equipment located outside of a Dwelling shall be suitably screened from the view of the public rights-of-way and adjacent Lots. No window or wall air conditioning units shall be permitted.

(e) **Exterior Building Materials, Finishes and Colors.** All exterior building materials, finishes and colors shall be approved by the Architectural Committee. No aluminum, plywood or texture 111-type siding shall be permitted. Vinyl siding or trim with a minimum of .042 mills thickness may be used other than on the front elevation of any Dwelling. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building structure or wall, provided that on any elevation of a Dwelling other than the front elevation, a maximum of eight (8) inches of concrete or block wall may be exposed between the finished grade for the residence and the bottom of the siding on that elevation of the Dwelling, and except for decorative purposes and then only with written approval of the Architectural Committee. The Architectural Committee shall encourage the use of materials that will blend with the environment. The foregoing restrictions shall be equally applicable to the initial as well as any repair, replacement or subsequent painting of any Improvements. The color of door and window frames shall be in keeping with the scheme and architecture of the building and approved by the Architectural Committee. Mill finish aluminum door and window frames are prohibited. Owners shall design Dwellings in such a way that each elevation of the Dwelling has architectural interest. The materials used on all of the elevations of any Dwelling or other Improvements shall be architecturally integrated.

(f) **Gutters, Downspouts and Drains.** Gutters and downspouts shall be required in cases where run-off from roof surfaces may cause erosion of the Lot. The color of gutters and downspouts shall match or blend with the exterior of the structure. All downspouts on the Villa Lots, Lots in The Tradition and Lot fifty-six (56) and Lots seventy (70) through seventy-three (73), inclusive, in Northwoods Plat Four must empty into an underground drainage system that directs the run-off to the storm drainage system for Northwoods at a location and in a manner approved by the Architectural Committee. All downspouts will have splash blocks, sumps, underground or other such erosion control devices. All clean water connections to the sanitary sewer are prohibited.

3. **Driveways.** The location and slope of any and all driveways shall be submitted for review and approval by the Architectural Committee at the time of submission of the plot plan and the plans and specifications for the Dwelling. No driveway shall be located, relocated, or allowed to remain upon any Lot except as approved by the Architectural Committee. All driveways shall be constructed of asphalt, concrete or paving bricks unless the Architectural Committee approves alternative construction material.

4. **Fences, Hedges, Walls and Landscaping.** Subject to the restrictions applicable to the Landscape Easement Areas shown on the Plats and described in Section 6.02 of the Declaration, the portion of each Lot between the Dwelling and any adjacent street shall not be used for any purpose other than that of a lawn, sidewalks (and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or ornamental plants, for the purpose of beautifying any Lot, but no vegetables or grains of the ordinary garden or field variety shall be grown upon that portion of the Lot, and no weeds, underbrush or other unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. No statuary, fountains or similar ornamentation shall be placed or allowed to remain upon any Lot between the Dwelling and any adjacent street or other Dwelling without the approval of the Architectural Committee having first been obtained. Within two (2) months after the earlier of the substantial completion or occupancy of a Dwelling on any Lot, the portion of the Lot shown as yard on the plans approved by the Architectural Committee shall be seeded, hydro-seeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is substantially completed and occupied after October 31 and before the following February 28, the yard shall be seeded, hydroseeded or sodded not later than the succeeding April 30. At the time of installation of the lawn, the Owner of each Lot shall install and thereafter maintain an underground sprinkler system covering the entire landscaped portion of the Lot, including all rights-of-way. No fence, hedge, wall or enclosure of any kind or for any purpose shall be erected, placed or allowed to remain upon any Lot unless and until its location, materials of construction, type, height, width, color, upkeep and any general conditions are approved by the Architectural Committee. Subject to the restrictions applicable to the Tree Preservation Area, the Owners of Lots one (1) through eighteen (18), inclusive, in the Tradition shall also seed, hydroseed or sod, install a sprinkler system upon and maintain, all in the same manner as such Owner's Lot, the entire portion of Lot B as shown on the Plat of The Tradition that is adjacent to the Owner's Lot. Without limiting the generality of the Architectural Committee's approval rights set forth in this Declaration, any fence, hedge, wall, enclosure or landscaping installed in Northwoods shall be constructed and maintained

in a manner that will allow ready access to all portions of the Lot for purposes of performing landscape maintenance, fire fighting and any other purpose deemed appropriate by Architectural Committee, whether before or after the Improvement is constructed. The following are provided as guidance for any Owner, considering the installation of any fence, hedge or wall:

(a) **Fences Permitted.** “Split rail,” “log rail” and aluminum picket fences are generally acceptable. “Stockade” and “shadow box” pattern of rough cypress or pine slats with 4x4 poles and 2x4 spans, up to six (6) feet in height to avoid appearance of broken elevations, may be granted approval for the purpose of screening and enclosing swimming pools. All wood fences shall remain unpainted to ensure a uniform weathering color unless painting or staining is approved by the Architectural Committee. Notwithstanding anything else in this Planning Criteria or the Declaration to the contrary, no fence other than a split rail fence that does not exceed forty-two (42) inches in height (and which may include attached wire mesh if desired by the Owner) may be installed on the rear portion of Lots one (1) through eighteen (18), inclusive, in The Tradition and the adjacent portion of Lot B on the Plat of The Tradition without the consent of Sylvania Country Club. This restriction shall lapse if Sylvania Country Club or a successor owner ceases to operate the adjacent golf course. All fences require approval as to design, material, size and location by the architectural control committee and are subject to any applicable Sylvania Township zoning requirements or other Governmental Regulations.

(b) **Fences Prohibited.** The erection of “chain link” or similar type fences is specifically and permanently prohibited. However, non-climbing mesh may be attached to log rail and split rail fences upon approval by the Architectural Committee.

(c) **Height and Location.** In addition to the full and complete discretion delegated to the Architectural Committee to review and approve or disapprove fences, hedges, walls and other enclosures, all such items must comply with applicable Governmental Regulations. Additionally, the fact that a fence, hedge, wall or other enclosure that is proposed for construction or installation on any Lot complies with applicable zoning requirements will not in any way affect the discretion of the Architectural Committee to disapprove the proposed Improvement or to require modifications thereof.

(d) **Landscape Buffers.** Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Committee in its sole discretion.

(e) **Installation and Maintenance.** All fences must be installed with the posts on the inside. All fencing, hedges, walls, and landscape buffers shall be maintained in good condition by the Owner.

5. **Pools, Tennis Courts and Similar Facilities; Screens.** No above-ground swimming pool shall be constructed, reconstructed or allowed to remain upon any Lot. No other swimming pool shall be installed on any Lot until the plans, specifications and a plot plan showing the location and landscaping of such swimming pool have been approved by the Architectural Committee. Any swimming pool, tennis court, hot tub or similar facility or playing surface which is

of permanent construction to be constructed on any Lot shall be subject to review and approval of the Architectural Committee. Particular attention shall be paid to avoiding excessive glare and reflection on adjacent Lots from any proposed lighting system. All approved inground swimming pools, tennis courts, and similar facilities shall be screened by landscaping or a fence, all material details of which have been submitted to and approved by the Architectural Committee prior to the commencement of construction of the Improvement or the intended screening.

6. **Exterior Lighting, Post Lights and Other.** Exterior lighting or illumination of buildings, yards, parking areas and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from the public rights-of-way or any adjacent Lot. All exterior lighting shall be approved by the Architectural Committee.

7. **Antennas and Satellite Dishes.** No radio or television antennas or satellite shall be constructed, reconstructed, installed or allowed to remain on any Lot; provided, however, satellite dishes not exceeding 24 inches in diameter may be installed on a Lot if the size and location is approved by the Architectural Committee.

8. **Mailboxes and Other Delivery Boxes.** The Architectural Committee reserves the right to require that all street mailboxes be of one particular type or design provided such designed type or design meets the rules and regulations of the United States Postal Service. All other delivery boxes or receptacles of any kind, including those for newspapers and other similar home deliveries shall be inconspicuously attached to the main Dwelling unless otherwise approved by the Architectural Committee. The Architectural Committee may from time to time enact rules regulating the style and placement of delivery boxes or receptacles along the public rights-of-way.

9. **House Numbers.** On each Lot the house number shall be clearly displayed in such a manner that it can be visible from the public right-of-way. Numbers may be displayed discreetly on the residence, mailbox, post light or another structure built specifically for this purpose that is approved by the Architectural Committee.

10. **Basketball Backboards and Play Structures.** No basketball backboard shall be erected or attached to the front of any Dwelling or on the facade of any garage or closer to the street than the front of the Dwelling. The location, design, color and construction of all basketball backboards shall be approved by Architectural Committee. The only basketball backboard acceptable will have a glass or other transparent backboard with a pole painted the same color as the residence or such other color as may be approved by the Architectural Committee and no pads of bright colors will be allowed on the pole. Treehouses, platforms, swing sets or playground type equipment of a like kind or nature shall be constructed only on the portion of a Lot behind the rear of the Dwelling. Any such playground equipment shall be constructed from materials that blend with the natural setting.

11. **Tree and Dirt Removal, Landscaping, Natural Areas.** The digging or removal of any dirt from any Lot or other portion of Northwoods is prohibited except as necessary in

conjunction with the landscaping or construction of approved Improvements thereon. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the Architectural Committee has approved a site plan that designates specifically those existing trees to be retained and preserved on the Lot. Thereafter no live trees with a diameter of eight inches or more measured three feet above the ground shall be removed from any Lot without the approval of the Architectural Committee. Within the Tree Reservation Area on Lots one (1) through eighteen (18) in The Tradition, live trees with a diameter of six (6) inches or more measured three 3 feet above ground may not be removed without the approval of the Association.

12. **Artificial Vegetation.** No artificial vegetation shall be permitted on any Lot other than inside the Dwelling.

13. **Setbacks.** No Dwelling, outbuildings or other structures shall be constructed, reconstructed or allowed to remain upon any Lot nearer the front or street line or lines than the building set-back lines (the “set-back lines”) as shown upon the Plat. Due to the variations of the topography on the Lots, the irregular shape of many of the Lots and the benefit to Northwoods to locate Dwellings and other Improvements on Lots in a manner that is complimentary to the location of Dwellings on other Lots in close proximity, no Dwelling shall be erected, reconstructed, placed or allowed to remain on any Lot nearer to any front, side or rear setback line than shall be determined by the Architectural Committee at the time of the approval of the plans and specifications for the Dwelling. In exercising this authority, Architectural Committee may require Dwellings to be erected farther from the street or side or rear lot lines than the building set-back line or lines. This restriction as to the distance at which the Dwelling shall be placed from the front, side and rear lines of any Lot shall apply to and include porches, verandas, porte-cochere, and other similar projections of the Dwelling and other permitted structures. Developer shall not be obligated to approve the location of any Dwelling or other improvement that satisfies the front, side or rear yard requirements of Sylvania Township or other authorities or with respect to which a waiver is granted without Developer’s approval.

14. **Temporary Structures and Outbuildings.** No structure of a temporary or permanent character, whether trailer, tent, shack, garage (other than the garage required or permitted by Section 2(b) hereof) barn or other out-building shall be maintained or used on any Lot at any time separate from the main Dwelling, for any purpose; provided, however,

(a) That barbecue pits, greenhouses, gardenhouses, playhouses, treehouses, and bathhouses shall be permitted hereunder, provided any such Improvement is approved by the Architectural Committee. Any such Improvement shall be subject to all requirements of the Declaration, including the Planning Criteria, it being the intent to encourage the construction of Improvements that blend with the natural environment and surrounding Improvements.

(b) That Developer reserves, for itself, and any homebuilders within Northwoods, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of Northwoods as may be reasonably necessary or

convenient while selling Lots, selling or constructing Dwellings and other Improvements upon the Lots.

(c) The erection, installation and maintenance of metal pole barns are specifically and permanently prohibited.

(d) No outbuilding or structure may be constructed and used prior to the main residence being constructed.

15. **Damaged Buildings.** Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within six (6) months from the date of destruction and the land restored to an orderly and attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Committee.

16. **Review Documents.** PRIOR TO THE OBTAINING OF A BUILDING PERMIT OR APPLICATION FOR ANY COMMITMENT FOR CONSTRUCTION FINANCING, PLANS AND SPECIFICATIONS FOR ALL IMPROVEMENTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE. THE FOLLOWING CRITERIA SHALL APPLY TO THOSE DOCUMENTS:

Drawing and documents required for review shall consist of the following in duplicate:

- (a) Site plan at a scale of not less than 1" = 20'-0".
 - (i) Floor plans of a scale of not less than 1/8" = 1'-0".
 - (ii) Elevations of all sides of contemplated structures at a scale of not less than 1/8" = 1'-0".
 - (iii) Summary specification list of all proposed exterior materials.
- (b) The site plan shall show the following:
 - (i) Location and size of all structures with dimensioned setbacks from property lines.
 - (ii) Location of all walkways, drive ways, retaining walls, steps, fences, pools or any such Improvements to be constructed on the Lot.
 - (iii) Existing and proposed topographic elevations for Lot grades, as well as, all floor elevations for proposed structures. Elevations shall also be given for all

proposed walks, stairways, retaining walls, driveways and the like improvements. Drainage patterns should also be illustrated.

(iv) Locations and type of all trees in excess of eight (8) inches in diameter at two feet above the existing ground within the vicinity of anticipated Improvements or alterations.

(v) Location of all mailboxes, post lamps, house numbers, trash receptacles, air conditioning compressors, swimming pools, tennis courts, swimming pool filters and other such appurtenances which may be associated with the Dwelling.

(vi) The location of all utility connections such as sewer, water, electricity, gas, cablevision and telephone.

(vii) All easements, setbacks and other such requirements as shown on the Plat or as per Governmental Regulations.

(viii) All areas to receive landscaping and sodding or to be left in their natural state. Any areas which are indicated for landscaping shall indicate the type and size of such plant materials.

(c) The floor plan shall delineate the names of each room and/or the purpose of such room. There shall be an overall computation of the total living area, measured as provided in paragraph 2(a), roofed or covered area, and garage space.

(d) All building elevations should clearly indicate the materials shown as well as color and/or texture if not known by its designation, including garage and entry doors. If any exterior material designation is not commonly known as to color, texture or other such characteristic of its appearance and cannot be specified in such a manner that it is clearly understood, a sample of such material shall be supplied for approval prior to its application or installation. The Architectural Committee may request samples of any colors or exterior materials proposed to be used on any Improvement.

(e) Such other documents as Architectural Committee may require in its sole discretion.

17. **Construction.** Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than eighteen (18) months from the date of the commencement of such construction. However, the Architectural Committee shall have the power and authority to extend the period permitted for construction, provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the Architectural Committee, in the exercise of its reasonable discretion, determines that the request is reasonable and the extensions warranted.

18. **Grading.** The establishment of the grade at which a Dwelling or other improvement will be constructed on any Lot in Northwoods is **extremely important.** The building grade for each Lot and the general grading plan for each Lot have either been established by the Lucas County Engineers Office or must be submitted to the Lucas County Engineers office for approval prior to commencement of construction. The Architectural Committee will closely monitor compliance with those requirements and may impose additional grading requirements on any Lot. Where a Dwelling is being constructed on a Lot that is adjacent to one or more existing Dwellings, the grade established for the existing Dwellings takes precedence over any desired grade for the Dwelling to be constructed. The grade for the new Dwelling along common lot lines must conform to the grade for the adjacent Lots that contain existing Dwellings. Adjustments to the grade of the Lot for the new Dwelling will likely be required and may include extending or reducing brick ledges to maintain the adjacent Dwelling grade. The Architectural Committee will require a grading plan that is designed to direct water drainage between the buildings to the front or rear of the Lot and to prevent water shed on to the adjacent Lot.