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202501153
CONNOR ROSE RECORDER
WOOD COUNTY, OH
REC Fee:138.00

Instrument Number: 202501153

Number of Pages: 16

Recording Date and Time: 2/5/2025 10:24:14AM

I hereby acknowledge that this instrument was RECEIVED
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OFFICIAL PUBLIC RECORDS of the RECORDER
Wood County, Ohio.



A handwritten signature in black ink, appearing to read "C. Rose".

CONNOR ROSE,
Recorder
Wood County Ohio

This cover page is PAGE 1 of your document and is part of the Official Public Record.

138/15

DECLARATION OF RESTRICTIONS

WHEREAS, Woodland Custom Home Builders, LLC an Ohio LLC, with its principal place of business at 2892 N Reynolds Rd, Toledo, OH 43615, hereinafter referred to as "Developer", is the owner of record of the following described property:

Lot numbers fifty-nine through seventy (59 - 70) inclusive, in Ironwood Plat Five, a subdivision in the City of Rossford,

Wood County, Ohio

which real estate is hereinafter referred to as "Ironwood"; AND

WHEREAS Developer desires to establish a general plan for the development of Ironwood Plat Five and for the development of subsequent plats which will be developed as an extension of Ironwood Plat Five (hereafter collectively referred to as the "Subdivision").

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Ironwood Plat Five, certain easements, and rights in, over and to Ironwood Plat Five, and certain restrictions with respect to the use thereof.

ARTICLE I **Use of Land**

1. Lot numbers Fifty-Nine through Seventy (59 - 70) in Ironwood shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not less than two (2) and not more than three (3) car capacity which shall be made an integral part of the residence dwelling, an in-ground swimming pool subject to the provisions of Article I, Section 19, and an ancillary structure subject to the provisions of

Article 1, Section 22 hereof. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling, provided that such parcel is not smaller than the smallest lot in the subdivision. However, no grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

2. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose unless specifically approved by the Ironwood Homeowner's Association established pursuant to Article III hereof, and no noxious, offensive, or unreasonable disturbing activity shall be conducted upon any part of Ironwood, nor shall anything be done thereon which may be or become an annoyance or nuisance in Ironwood. Specifically, no spirituous, venous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon such premises, no well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purpose be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, which shall first have been approved as provided under Article II hereof), nor shall any portion of Ironwood, be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land.
3. No trailer, basement, tent, shack, garage, barn, mobile home, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently in Ironwood. No dwelling erected in Ironwood shall be used as a residence until an occupancy permit has been issued and the exterior thereof has been completed in accordance with the detailed plans and specifications approved as provided under Article II hereof, subject to the discretion of the Architectural Control Committee in the event of extreme weather conditions.
4. Any truck, boat, bus, tent, mobile home, trailer or similar housing device if stored or parked on a residential lot or any of the streets adjacent thereto, shall be housed within a garage. All other vehicles must be parked on and within the boundaries of a paved driveway or, in the alternative, within a garage. No lot shall be used for the storage of automobiles (other than vehicles for the personal use of the lot owners). No vehicles under repair, in storage, or incapable of being operated shall be located anywhere in Ironwood.

5. No lot shall be used for the storage of scrap, scrap iron, water, paper, glass, or any reclamation products or material; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. Lot owners agree to pay for and install city approved sidewalks within one (1) year after receiving title to a lot. Lot owners further agree to commence construction of a home on a lot within three (3) years after receiving title to a lot. In the event a home is not so commenced to be constructed within said timeframe Developer shall have the option to repurchase any such lot at the same price Developer sold it to the lot owner. All structures must be completed by a lot owner within one (1) year after the date of the construction commencement. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.
6. All pets including dogs, cats, birds must be maintained at all times within residence dwellings, the maintenance or harboring of any animal(s) is expressly prohibited in Ironwood. Under no circumstance will any dog-runs be permitted anywhere within the Subdivision.
7. All rubbish, garbage, and debris (combustible and non-combustible) shall be stored in underground containers, or stored and maintained in containers entirely within a garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer, its successors and assigns, or the Ironwood Homeowner's Association (hereafter "Association").
8. No signs of any character, other than signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written approval of the Developer, its successors and assigns, or the Association, and the Developer, its successors and assigns, or the Association, shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs. The Developer, its successors and assigns, reserves the right to erect small structures and place signs on any unsold lots or improvements thereon.
9. All electric facilities and services shall be underground, other than those structures existing on the date hereof, or replacement poles, facilities or services, which may remain above ground.

10. Total living area shall not be less than 1,600 square feet for any residence dwelling (excluding garages, basements, decks and porches) except for one-story ranches which shall not be less than 1,400 square feet.
11. No structure or any part thereof, other than a fence, hedge, decorative wall or other enclosure, which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of Ironwood ("Plat") and there shall be provided a total side yard of not less than fourteen feet with a minimum side yard of one side any building of not less than ten percent of lot width. The foregoing provisions of this Section 11 shall be subject to the provisions of Article I, Section 12 hereof.
12. No building or structure, or any part thereof shall be erected, placed or maintained on any lot in violation of any of the front, rear or side lot line(s) prescribed by the local codes or by the Plat. No portion of any lot nearer to any street than said front, rear or side lot lines shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, or ornamental plants, which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot. All lots shall either be sodded or hydro-seeded prior to occupancy and shall at all times be properly maintained.
13. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be permitted on or at Ironwood except for typical gas cooking grills. No clotheslines, clothes, sheets, blankets or other articles shall be hung or dried on any part of any lot. No television towers, satellite dishes larger than 24", roof mounted antennas, or other towers for any purpose shall be permitted on any lot. Satellite dishes 24" and smaller may be installed with the prior written approval of the Architectural Control Committee as to location and type.
14. Notwithstanding any other provision hereof, (a) no fences or fence type structures shall be permitted on any lot except for see through fences (such as split rail fences) not more than four (4) feet in height, except on side yards facing a street where the maximum height shall be three (3) feet, and except rear lot lines on the perimeter of the entire development which may have a six (6) foot privacy fence type determined by the Association in lieu of the see-through fence described above after first receiving approval from the Architectural Control Committee. No fence shall be located in any required front yard and any and all fences shall be further subject to the provisions of Article II hereof.

15. Notwithstanding any other provision hereof to the contrary, Developer and other contractors approved by Developer shall not be prohibited from the construction and use of construction and/or sales office(s) and model home(s) on one or more lots in Ironwood.
16. All residences shall have a vinyl mailbox, as approved under Article II hereof and the United States Postal Service, the size, color, design, numbering, brackets and location to be determined by the Architectural Control Committee.
17. All front yard landscaping shall be consistent with existing homes and lot owners shall be responsible for planting trees between the sidewalk and street curb in accordance with the landscaping as shown on the recorded Plat within one (1) year of after receiving title to a lot and in any case prior to occupancy.
18. Every single-family residence on a lot shall have a roof pitch no less than 6/12 pitch.
19. Except for baby or wading pools no higher than 24 inches and no more than ten (10) feet in diameter, no above-ground swimming pool shall be installed or allowed on any lot. No in-ground swimming pool shall be installed on any lot in Ironwood, until the plans, specifications and a plot plan showing the location of the swimming pool has been approved in writing by the Architectural Control Committee.
20. The location of any driveways shall remain as now established upon any lot, or if not now established, shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Ironwood, except as now located or determined in writing by the Developer. Driveway shall consist of asphalt or concrete construction, and if asphalt construction, it shall be maintained with a seal coat finish a minimum of every three (3) years.
21. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the Plat and all such basketball backboards, wherever erected, shall first be approved in writing by the Architectural Control Committee.
22. All ancillary structures such as a garden house or yard storage building architect or draftsman. At least two (2) copies of such Plans must be furnished to the Architectural Control Committee, so that the Architectural Control Committee may retain a true copy thereof for its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights

and duties as a member of such Architectural Control Committee from time to time, and for such limited periods of time and purposes as it may desire. Such an assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer, or by its successors and assigns, is filed for record in the Recorder's Office of Wood County, Ohio.

ARTICLE II

Approval of Plans

1. Developer, its successors and assigns and two nominees appointed by Developer, its successors and assigns, who shall each serve one (1) year terms, shall act as the Architectural Control Committee to which detailed plans and specifications (Plans) for structures and other improvements (including, but not limited to, basements, swimming pools, ancillary structures, tennis courts, fences, decorative walls, bridges, dams, driveways, hedges and other enclosures) must be submitted for examination and approval before any erection of improvements shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid plans shall show the size, location, type, architectural design, quality, costs, use, material construction, color scheme, site plan, lot grading plan and the finished grade elevation thereof and such plans must be prepared by a competent architect or draftsman. At least two (2) copies of such plans must be furnished to the Architectural Control Committee, so that the Architectural Control Committee may retain a true copy thereof for its records. The Developer hereby expressly reserves to itself, and to its successor and assigns, the right and privilege of assigning or relinquishing it said rights and duties as a member of such Architectural Control Committee from time to time, and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer, or by its successors and assigns, is filed for record in the Recorder's Office of Wood County, Ohio

2. In requiring the submission of Plans as herein set forth, Developer, its successors and assigns, has in mind the development of Ironwood as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated in relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot

on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in Ironwood as a whole. Any determination made by the said Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. The Developer, or its successors and assigns and said nominees, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereinafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Ironwood. All lot owners shall adhere to said grading plan.
4. In all instances where Plans are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved Plans in the actual construction or location of the improvement without the prior written consent of the Architectural Control Committee, such variances shall be deemed a violation of this Declaration.

ARTICLE III

Ironwood Homeowners' Association, Inc.

1. At any time after the sale of any of the lots in the Subdivision, Developer, or its successors and assigns, may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Ironwood Homeowners' Association, Inc." or a name similar thereto, hereinafter referred to as "Association", and upon the formation of such Association, every owner in the Subdivision (meaning a lot sold by the Developer to a builder or owner), shall become a member therein and each owner shall be entitled to one (1) vote on each matter submitted to a vote of members for each lot owned by the person, persons or it; provided, however, that until such time as 75% of the total number of lots within Ironwood is owned of record by persons or entities other than the Developer, the Developer's percentage of voting power in the Association shall be deemed not to be less than 51%. Furthermore, when more than one person holds an ownership interest in any lot within the Subdivision, all persons holding such ownership interest shall be members of the Association and in such event the vote for such lot shall be exercised as said owners among themselves determine, but in no event shall the voting rights attached to such lot be greater than one vote per lot. Where a vote is cast by one of two or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote.
2. The Association shall have the following powers and rights:

- a. to enforce all provisions and all regulations which the Association may promulgate with respect to any and all of the common areas;
 - b. to collect assessments and disburse and dispose of funds as herein provided;
 - c. to prepare or cause to be prepared, on an annual basis, estimated budgets and determinations of the method of payment of assessments for the upcoming year;
 - d. to keep a full and correct set of books of account, and to make said books of account available for inspection by any lot owner or lot owner's representative at reasonable times during normal business hours;
 - e. to prepare annual financial statements;
 - f. to improve, maintain, alter, repair, remove and replace any and all signs and other facilities within the common areas;
 - g. to provide lighting, sweeping, cleaning, trash pickup, grass cutting, landscaping installation, maintenance and repair and other similar services within the common areas; to contract for the management and maintenance of any of the common areas;
 - h. to contract for the management and maintenance of any of the common areas;
 - i. to take other such actions as may be reasonably necessary to carry out the powers and rights set forth in this Section 2;
 - j. to pay all real estate taxes and installments of assessments with respect to the common areas;
 - k. to pay all expenses associated with electrical, water, sewer, fuel or other utility services to the common areas;
 - l. and to maintain all necessary fire, property and public liability insurance with respect to the common areas.
3. Each member of the Association, in common with all other members, shall have the right to use the common areas for all purposes incident to the use and occupancy of its development site and shall have a non-exclusive easement together with the other owners of development sites to the use and enjoyment of the common areas. All members of the

Association shall use the common areas in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective tenants, visitors, guests, invites and licensees.

4. The Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt reasonable rules and regulations, as it may deem advisable, for the maintenance, conservation and beautification of the Subdivision and for the health, comfort, safety and general welfare of residents of the Subdivision and all parts of the Subdivision shall, at all times, be maintained subject to such rules and regulations.
5. Upon the sale of all lots in the Subdivision, Developer, or its successors and assigns, may, by an instrument in writing in a nature of an assignment, vest the Association with all rights, privileges and powers herein reserved and retained by said Developer, its successors and assigns, and said assignment shall be recorded in the Recorder's Office of Wood County, Ohio.
6. The annual assessments of the Association may be increased, decreased or adjusted from year to year by the Association as the interests of the lot owners may, in its judgement, require; provided however, that until December 31, 2024, the amount shall be equal to existing members for the current year. After December 31, 2024, the maximum annual assessment for each year on any lot shall not exceed twenty-five (25%) percent of the maximum annual assessment for the previous year. The initial annual assessment will be collected at the lot closing and it shall not be pro-rated.
7. Consistent with the powers and rights of the Association under Section 2 hereof, the annual assessments of the Association shall be applied only toward payment of the following costs and expenses:
 - a. the improvement, maintenance, alteration and removal of all lands, easements, facilities, buildings, structures, and improvements which comprise the common areas, and including the employment of personnel to maintain, guard and police the same, and the provision of lighting, sweeping, cleaning, trash pick-up, landscaping and other similar services within the common areas;
 - b. all taxes, assessments, fees, and other charges that may be levied or assessed by any governmental body against the common areas;
 - c. reasonable costs and expenses of collecting assessments provided for under this Article, maintaining and managing the Association, obtaining and providing necessary insurance coverage, establishing and maintaining a contingency reserve for common area maintenance and improvements, and any and all other costs and expenses which the

Association may determine from time to time to be for the general benefit and in the best interest of the owners of lots within Ironwood, and

d. all other costs and expenses reasonably related to the carrying out of powers, rights and duties of the Association.

Each lot within the Subdivision shall be subject to a yearly assessment in such amount as may be annually determined by the Association, subject to the maximum assessments stated in Section 6 above. The amount of such assessment shall be based on each lot's pro-rata share of the Association's operating budget. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be payable to the Association on or before the first day of April of each calendar year for such year. The Association shall have a perpetual lien upon the lots in the Subdivision to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner or owners of each lot at the time when the assessment falls due. In the event any annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due (including its costs and expenses of said collection, and attorney fees) by foreclosure of the above-described lien, or otherwise. No owner may waive or otherwise escape liability for the annual assessments by non-use of the common areas or by abandonment of a lot. The sale or transfer of any development site shall not affect the assessment lien or relieve any site from liability for any assessment thereafter becoming due or from the lien thereof, however, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Developer be liable or charged any assessment on any lot owned by it prior to resale of such lot by the Developer. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Wood County Recorder's Office a "Notice of Lien" in substantially the following form:

Notice of Lien

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

Insert Legal Description

Ironwood Homeowners Association, Inc.

By: _____

STATE OF OHIO)SS:

COUNTY OF LUCAS)

Before me, a notary public in and for said County, personally appeared the above-named of Ironwood Homeowners' Association, Inc., an Ohio corporation, who acknowledged that they did sign the foregoing instrument on behalf of said corporation and that the same was_ free act and deed on behalf of such corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at _____, Ohio, this day of _____.

Notary Public

The lien of said assessments shall be subordinate to the lien of any first mortgage.

9. The Association shall exercise its discretion and judgement as to the amount of funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in recollected, and its discretion in reference thereto shall be binding upon all interested parties.

ARTICLE IV

Easements

1. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation, and maintenance and replacement of electric light, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities and for drainage and storm and sanitary and facilities on, over, below or under all of the areas designated as "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, on the Plat of Ironwood and along and upon all highways now existing or hereafter established and abutting all the lots in Ironwood. The Developer also reserves to itself, and to its successors and assigns, the right to go upon or commit any public or quasi-public utility company to go upon the lots in Ironwood from time to time to install, maintain, repair, replace and remove such equipment and facilities, trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated in the Plat as "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, upon the Plat of Ironwood. The term "structures", as used in the foregoing portion of this Declaration, shall include those structures in the nature of houses, garages, and swimming pools, but shall not include lot improvements such as driveways, fences, hedges, sidewalks and other non-structural items. No owner of any lot in Ironwood will have the right to reserve or grant any consents, easements, or rights-of-way on or over any of the lots in Ironwood without the prior written consent of the Developer, or its successors and assigns.
2. The Developer reserves to itself and to its successors and assigns the exclusive right to extend any of the public rights-of-way or private places shown on the Plat to any adjacent property or additional property that may be made a subsequent plat or plats by the Developer as an extension of the Subdivision in accordance with local ordinances

ARTICLE V

Other Matters

1. Invalidation of any of the restrictions and covenants contained herein by judgement or court order or amendment hereof by act of the owner of lots in Ironwood shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
2. An notice required to be sent to any owner of a lot in Ironwood or to the Developer, its successors and assigns, to the Architectural Control Committee or to the Association, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer, its successors and assigns, or to any member of the Architectural Control Committee or to any officer of the

Association, as such address appears on the applicable public records or on the records of the Architectural Control Committee or in the minutes of the Association.

3. The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Developer, its successors and assigns, shall be assignable and shall inure to the benefit of the successor and assigns of the Developer.
4. Each lot owner, by acceptance of the deed to a lot in Ironwood, agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, its successors and assigns, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Ironwood, or of the yard requirements stated herein or of any other provisions of this Declaration would work a hardship; Developer, its successors and assigns, may, in writing, modify this Declaration, as to such lot, so as to permit the erection of such building or the making of the proposed improvement. Developer, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.
5. Developer on its own may amend these restrictions at any time prior to assignment under Article III, Section 5, for any purpose deemed necessary by Developer without the consent of any other lot owner. Furthermore, in the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of lots in Ironwood, or which would cause such restrictions and covenants of this Declaration to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice given by ordinary U.S. mail to the fee owners of all lots in Ironwood and after receiving the written approval of the holders of the record fee title to two-thirds (2/3) or more of the lots in the Subdivision, may modify this Declaration so as to remove the hardship, or make the restrictions and covenants so as to be beneficial to all lot owners. The provisions of this Section 5 shall not be construed as a limitation upon the right of Developer, its successors and assigns, to modify the provisions of this Declaration of Restrictions as provided herein, nor shall it limit the provisions of Article V hereof.

ARTICLE VI
Duration of Restrictions, Amendments

1. Each grantee of Developer, or its successors and assigns, by the acceptance of the deed to a lot in Ironwood, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of Developer, or its successors and assigns, created or reserved by this Declaration of Restrictions or by Plat or deed restrictions heretofore recorded and all easements, rights, benefits and privileges of every character hereby granted, created, or reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of Conveyance. The violation of any restriction or condition, or the breach of covenant or provision herein contained shall give Developer, or its successors and assigns, or the Association, or its agents, the right (a) to enter upon the lot or lots upon which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of owner of said lot or lots any structure, thing or addition that may exist thereon contrary to the intent and meaning of the provision hereof, and Developer, or its successors and assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.
2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter encumbering any lot or all or any portion of the Subdivision, and none of said restrictions, covenants, conditions or agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said premises is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at said sale and the executors, administrators, personal representatives, successors and assigns of such purchaser, shall hold said lot or portion of the Subdivision so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.
3. This Declaration shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons claiming under or through them, all other parties who acquire title to any lots (or parts thereof) within the Subdivision, and all other persons claiming ownership, possession or use of the Subdivision or any portion thereof, until December 31, 2035, at which time this Declaration shall automatically be extended for successive periods of ten (10) years.

4. This Declaration may be amended as provided for in Article V, Section 5, or with the written approval of the then owners of not less than two-thirds (2/3) of the lots in the Subdivision, which Amendment shall become effective from the day after filling in the Recorder's Office of Wood County, Ohio in an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

IN WITNESS WHEREOF, the Developer, acting by and through its duly authorized officer, has caused this Declaration to be executed as of this 4 day of ~~December 2024~~ February 2025.

Woodland Custom Home Builders, LLC

By: Jon C Nissen, Jr, President
2892 N Reynolds Rd Toledo, OH 43615

STATE OF OHIO)SS:

COUNTY OF LUCAS)

Before me, a notary public in and for said County, personally appeared the above-named Jon C Nissen, Jr President of Woodland Custom Home Builders, LLC an Ohio LLC, who acknowledged that he did sign the foregoing instrument on behalf of said LLC and that the same was free act and deed on behalf of such corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at LUCAS, Ohio, this day of 2/4/25.



[Signature]
Notary Public

Prepared By

~~Fuller French~~

WOODLAND Custom
Homes
419-720-4411