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**DECLARATION OF RESTRICTIONS,  
EASEMENTS AND RIGHTS  
FOR  
"THE SANCTUARY PLAT SIX"  
A SUBDIVISION IN THE CITY OF PERRYSBURG  
WOOD COUNTY, OHIO**

**THIS DECLARATION OF RESTRICTIONS, EASEMENTS AND RIGHTS** (the "Declaration") is made and entered into this 1<sup>ST</sup> day of DEC., 2010 by Retreat Associates, Inc., an Ohio corporation of 4331 Keystone, Maumee, OH 43557 (the "Developer").

**WHEREAS**, Developer is the owner, in fee simple, of the following described real estate, situated in the City of Perrysburg, Wood County, Ohio (hereinafter "The Sanctuary"):

The Sanctuary Plat Six, lots 225 through 244 inclusive, a subdivision in the City of Perrysburg, Wood County, Ohio, designated on a plat of said subdivision designated as The Sanctuary Plat Six, recorded in Volume , Page , of the Wood County, Ohio Plat Records; and

**WHEREAS**, Developer desires to establish for its own benefit and for the benefit of all future owners and occupants of all or any part of The Sanctuary, (i) certain easements and rights in, over and to The Sanctuary and (ii) certain restrictions with respect to the use, improvement, enjoyment and development of The Sanctuary;

**WHEREAS**, the purpose of the said easements, rights and restrictions herein created is to make the lots comprising The Sanctuary more attractive for residential purposes and to protect the present and future owners of said lots in the enjoyment of their use for residential purposes, and in the furtherance of such purpose, (i) to establish a general plan and scheme for the development, improvement, and use of The Sanctuary, (ii) to promote and protect the character and aesthetic qualities of the site comprising The Sanctuary to the extent practicable with developing the site for residential purposes, (iii) to protect, ensure and enhance the value of all the lots comprising The Sanctuary and (iv) to protect all future owners of all or any part of The Sanctuary from variations not in keeping with the uses, improvements and enjoyments described herein; and

**WHEREAS**, Developer desires and intends that the present and future owners, mortgagees, occupants or other persons hereafter acquiring any interest in any lot or lots comprising The Sanctuary shall at all times enjoy the benefits of, and shall hold their interest herein, subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which each such person agrees shall be deemed to promote, protect and enhance the harmonious, congenial and cooperative aspects of owning a lot or lots in The Sanctuary as well as enhancing the value and attractiveness of the said lot or lots.

**NOW THEREFORE**, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of The Sanctuary, and the enhancement in value of The Sanctuary, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Developer, for its successors and assigns,

does hereby declare and stipulate that The Sanctuary, and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land:

## ARTICLE I USE OF THE LAND

1.1 Residential Lots. All of the lots in The Sanctuary shall be referred to herein as "Residential Lots":

1.2 Single-Family Dwelling. All Residential Lots shall be used and occupied solely and exclusively for private residence purposes by one (1) single family, including their family servants. Only one structure approved by the Architectural Control Committee which is capable of accommodating only one (1) family (hereinafter "Dwelling") shall be erected, reconstructed, placed or suffered to remain on any Residential Lot. Storage sheds and outbuildings shall not be allowed. Nothing herein contained shall prevent the use of a parcel of land composed of more than a single Residential Lot for a Dwelling.

1.3 Vehicles, etc. All vehicles (other than commercial vehicles used in connection with the construction of improvements at a Residential Lot), boats, mobile homes, cars, trailers, motor homes, camper trailers, buses, or other similar vehicles shall be housed entirely within a garage.

1.4 Signs. No advertising sign, billboard or other advertising device, except a standard designed "For Sale" sign approved by the Architectural Control Committee on homes for resale, shall be erected, placed or suffered to remain upon a Residential Lot, provided, however, Developer reserves the right to place signs on any unsold Residential Lot or improvements thereon or to grant permission to builders of homes to place a sign on homes under construction or "For Sale" subject to approval of Architectural Control Committee.

1.5 Trade or Business. No industry, business or trade shall be conducted, maintained or permitted upon any Residential Lot; provided however, that a home office for use by a lot Owner may be maintained within a Dwelling.

1.6 Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage and disposed of in accordance with the rules and regulations of the City of Perrysburg. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time-to-time, be established by Developer or the Association.

1.7 Temporary Housing; Occupancy. 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. No Dwelling erected in The Sanctuary shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Architectural Control Committee. Notwithstanding any provision in the Declaration to the contrary, Developer may allow builders to construct and use said construction and/or sales office(s) and model home(s) on one or more Residential Lots in The Sanctuary.

1.8 Storage. No Residential Lot shall be used for storage of commercial vehicles, earth moving and grading equipment, and/or equipment necessary for the construction of an improvement of such Residential Lot, scrap, iron, wood, building material, landscape materials, paper, glass or any reclamation product or material (collectively "Building Material and Equipment"), except that during the period a structure is being erected upon such Residential Lot,

Building Material and Equipment may be stored thereon, provided, however, any Building Materials and Equipment not incorporated in said structure within ninety (90) days after it is delivered to said Residential Lot or in the case of commercial vehicles, construction, earth moving and grading equipment, after seven (7) days from the date said vehicle or equipment is no longer necessary shall be removed therefrom. Structures other than Dwellings shall be completed within six (6) months from the date of the beginning of construction.

1.9 Swingsets and other Outdoor Recreation Facilities. All swingsets, outdoor recreation devices, jungle-gyms and other similar apparatus, which remain outside in excess of a period of twenty-four (24) consecutive hours, shall be constructed primarily of wood and must be erected, placed and used, regardless of whether temporary in nature, within the Set-Back Area (as defined in 2.3(c) hereof).

1.10 Pets. Other than dogs (maximum of 2) and cats (maximum of 2) all of which shall be maintained within the Dwelling so as not to unreasonably disturb neighbors, the maintenance or harboring of any other animals is expressly prohibited. Notwithstanding anything herein to the contrary, no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from The Sanctuary in accordance with the rules and regulations adopted by Developer.

1.11 Outdoor Laundry; Power Equipment. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of a Residential Lot except for a temporary period using a removable, folding umbrella type apparatus. Yard equipment including, without limitation, power mowers, shears and blowers and similar equipment, to the extent it does not conflict with local zoning ordinances, shall not be used by anyone on any Residential Lot except during the time frame of Monday through Saturday after 8:00 a.m. and before 9:00 p.m.

1.12 Nuisance, etc. No noxious, offensive or unreasonably disturbing activity shall be carried on upon any part of The Sanctuary, nor shall anything be done thereon which may be or become an annoyance or nuisance in The Sanctuary. Without limiting the generality of the foregoing, no trash burning shall be permitted on any Residential Lot. Outside fireplaces or grills shall be permitted in the rear of a Residential Lot provided the same are a minimum of thirty (30) feet from an adjoining Residential Lot.

## ARTICLE II ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. No improvement of any type or nature, including without limitation: Dwelling, attachments to any Dwelling, landscaping, driveways, private walkways, fencing, below-ground swimming pools, or replacements thereof, or additions, modifications, alterations thereto, shall be constructed, erected, placed or replaced, or suffered to remain on any Residential Lot until the Architectural Control Committee has approved in writing the plans and specifications relating thereto. The Architectural Control Committee shall approve, reject or approve with modifications, all submissions within thirty (30) days after submission of the plans and specifications required hereunder.

The plans and specifications to be submitted shall show, among other things, the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. The Architectural Control Committee may condition its consent upon its receipt and approval of a landscaping plan for the Residential Lot. All landscape plans must be approved prior to occupancy of a residence.

All plans and specifications submitted to the Architectural Control Committee hereunder

shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Architectural Control Committee so that the Architectural Control Committee may retain a true and complete copy thereof with its records.

2.2 Standards of Review. In requiring the submission of detailed plans and specifications as herein set forth, the Architectural Control Committee intends to assure the Architectural Control of The Sanctuary as a harmonious, artistic and desirable residential subdivision, with individual Dwellings and other improvements constructed in such architectural styles, of such material, in such colors, and located in such a manner as to "complement one another and promote the desirability of the subdivision taken as a whole.

In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider, in addition to the express covenants and restrictions set forth herein, the suitability and appropriateness of the proposed Dwelling or other improvement and of materials of which it is to be built of, among other things (i) the Residential Lot on which the same is to be built (or removed) and other improvements existing on said Residential Lot, (ii) Dwellings and improvements on contiguous or adjacent Residential Lots, (iii) their artistic and architectural merits, and (iv) such other matters as may be deemed to be in the interest of the owners of the Residential Lots in The Sanctuary as a whole. Any determination made in good faith by the Architectural Control Committee shall be binding on all parties in interest.

2.3 Minimum Standards for Improvements. The construction of each Dwelling and all improvements, erected, placed or suffered to remain on any Residential Lot (collectively the "Improvements") is subject to the prior approval of the Architectural Control Committee as set forth herein. Without limiting said requirements, the following minimum standards/requirements shall be applicable to all structures and improvements erected, reconstructed, placed, replaced or suffered to remain on the Residential Lots as designated.

2.3.1 Lots 225 through 230 and 240 through 244.

- (a) The exterior siding of all Dwellings including attached garages and attachments to Dwellings may be constructed of a combination of brick, masonry, wood or materials of equal or greater value. Without limiting the generality of the foregoing sentence, no aluminum or vinyl siding materials for the exterior of any Dwelling or attachments to Dwellings may be used, provided, however, vinyl or aluminum clad windows may be used.

2.3.2 Lots 231 through 239.

- (a) The exterior front siding of all Dwellings including attached garages and attachments to Dwellings may be constructed of a combination of brick, masonry, wood or materials of equal or greater value. The exterior of the sides and rear of any Dwelling may be constructed of vinyl siding materials. Vinyl or aluminum clad windows may also be used on the Dwelling or attachments to Dwellings.
- (b) The minimum allowable roof pitch on Dwellings, garages and attachments shall be 7/12.
- (c) Foundation wainscoat brick or stone is required on sides and rear.

2.3.3 Lots 225 through 244.

- (a) No Dwelling, garage or attachments to any Dwellings or garage shall be erected, constructed, placed, replaced or suffered to remain upon any Residential Lot nearer the front or street line or lines than the building set-back line or lines as

shown on the recorded plat nor nearer to any side line than zoning laws allow (hereinafter referred to as the "Set-Back Area"). The Architectural Control Committee reserves the right to impose more restrictive set-back requirements for any Residential Lot to the extent necessary to effectuate the purposes of this Declaration as to the distances at which improvements shall be placed from the front, side and rear lines of Residential Lots. This restriction shall apply to and include porches, verandas, partecochre and other similar projections of the Dwellings, or attachments to the Dwelling.

- (b) All chimney chases exposed to an outside wall, whether the same be for fireplaces or other heating equipment shall be constructed of brick or masonry.

2.4 Minimum Value. The Architectural Control Committee in granting or withholding approval of any dwelling or improvement in The Sanctuary, shall consider the present value of adjacent and nearby homes within the plat.

2.5 Garages. All Residential Lots shall have a private garage with a capacity of not less than two mid-sized automobiles or more than four mid-sized automobiles which garage shall be attached to the Dwelling and shall be side or rear loading (relative to the Dwelling); provided, however, that corner Residential Lots (i.e. bordering on two streets) shall not have garage doors facing the street, excepting those corner Residential Lots that are determined by the Architectural Control Committee to have insufficient space to reasonably allow compliance with this provision. Thereon, architectural or decorative garage doors facing one street may be approved by the Architectural Control Committee.

2.6 Utilities. All utilities serving the improvements on any Residential Lot shall be underground. All outdoor air-conditioning and other ventilation appliances or equipment (collectively "Equipment") or apparatus shall be located behind the front line of every Dwelling extended to the side line of the Residential Lot and no part of any Equipment shall be erected, placed, replaced or suffered to remain in excess of three (3) feet from the Dwelling. Any Equipment existing forward of the rear line of a Dwelling extended to the sideline of the Residential Lot shall be enclosed from view from the street or adjacent Residential Lot to the side by the use of natural shrubs and/or other vegetation, to the extent permitted in this Declaration. No window air-conditioning or other similarly exposed ventilating systems shall be permitted in any Dwelling. Radio and T.V. antennas and towers and satellite dish receivers on the exterior of any Dwelling or on any part of the lot are prohibited, so long as cable television is available; however, small satellite dish receivers (36" or less in diameter) attached to the exterior of a Dwelling may be allowed subject to approval of size and placement by the Architectural Control Committee.

2.7 Driveways. The location of any and all driveways shall be approved by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. No driveway shall be located, relocated or suffered to remain upon a Residential Lot except as approved in writing by the Developer. All driveway approaches between the sidewalk and the curb may be poured concrete or paved with asphalt. All driveways between the sidewalk and the entry to the garage or between the Dwelling and the sidewalk, including any turn-around area shall be paved with asphalt, concrete or brick.

2.8 Lawn Requirements and Street Trees. No portion of any lot nearer to any street than the Set-Back Area 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 a Residential Lot for privacy walks, driveways (as permitted herein), trees, shrubbery, flowers and ornamental plants (or statuary, fountains and similar ornamentation) for the purpose of beautifying any Residential Lot, provided, however, no vegetables (so called), fruits, nor grains of the ordinary garden or field variety shall be grown on such portion thereof. All lawns, landscaping, and yards on every Residential Lot shall be maintained in a manicured, first-class manner in keeping with the character of The Sanctuary as a well maintained, first-class, aesthetically pleasing neighborhood. The location, size, type and species of trees planted between the sidewalk and street shall be subject to approval by the Architectural Control Committee and the City of

Perrysburg. Any requirement of the City of Perrysburg to install or maintain trees between the sidewalk and street shall be at the sole expense of the lot owner.

2.9 Fencing. All fencing, except for landscape type fencing as specifically approved by the Architectural Control Committee, on any Residential Lot shall be split-rail wood fencing and shall not be permitted in front of a line extending from the rear line of the Dwelling extended to the side property line of the Residential Lot, provided however, on Residential Lots bordering on two streets (i.e. corner lots) no fencing shall be permitted in front of the rear and side building lines of the Dwelling, extended to the side and rear property lines of the Residential Lot, respectively. Wire fencing may be attached to the fencing on the property owner's side of the fence. All fence plans shall be subject to the Architectural Control Committee's approval.

2.10 Mailbox. All Dwellings shall be equipped with a "rustic cedar" mailbox approved by the United States Postal Service. Without limiting the generality of the foregoing, the Architectural Control Committee shall have the right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes.

2.11 Basketball Backboards. No basketball backboard, permanently affixed or portable, shall be erected, attached or placed in front of the building line of any Dwelling or garage, or attachment to a Dwelling or garage, or outside of the Set-Back Area and, are otherwise subject to approval of the Architectural Control Committee.

2.12 Swimming Pools. No above ground swimming pools of any size or nature shall be permitted on any Residential Lot. Below ground swimming pools may be permitted after consent of the Architectural Control Committee as required herein for all improvements.

2.13 Tennis Courts. Tennis courts shall not be permitted on any lots under 38,000 s.f. in size. Two contiguous lots may be combined to qualify for the 38,000 s.f. minimum. Tennis court location, screening, and surrounding landscaping shall be subject to approval of the Architectural Control Committee.

2.14 Completion of Structures. Lot owners (other than Builders and Developer) shall commence construction of a Dwelling on a Residential Lot within three (3) years from the date Developer transfers title to the Residential Lot and shall complete the construction of the same (exterior and all landscaping) within one (2) years following commencement of construction.

2.15 Structures Varying from Approved Plans. In all instances where plans and specifications 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 and specifications in the actual construction or location of the completed improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

2.16 Establishment of Grades. The Architectural Control Committee shall have the right to approve or disapprove grades, slopes and swales on all Residential Lots and to fix the grade at which any building or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Sanctuary.

2.17 Wells. No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any Residential Lot other than a well for water for maintenance purposes which shall be first approved by the Architectural Control Committee.

2.18 Trees. Removal of any tree of more than two (2) inches in diameter which is beyond a distance of six (6) feet from a dwelling requires the approval of the Architectural Control Committee.



2.19 Interpretation of Approvals and Consents. Any "approval" or other "consent" by the Architectural Control Committee of plans and specification for any improvement means only the Architectural Control Committee finds the plans and specifications and improvement unobjectionable, and such approval, consent or authorization to proceed, however expressed, shall not imply or be deemed to express any representation that the plans and/or specifications or the resultant structure, are safe or suitable for any particular purpose or have any particular value, or actually cost the amount claimed to have been paid for construction thereof.

2.20 Yard Lights. All yard lights shall be subject to approval by the Architectural Control Committee.

2.21 Sidewalks. Lot owners are responsible for the cost of installation and maintenance of public sidewalks on lots. Sidewalks must be installed before occupancy of any Dwelling on the lot.

### ARTICLE III COMMON AREAS AND ASSESSMENTS

3.1 "Common Areas" Defined. The term "Common Areas" means any lot or area, other than a publicly dedicated street or sidewalk, within The Sanctuary which is not a Residential Lot including, without limitation, all open space as dedicated on the plat.

3.2 Right and Restrictions with Respect to Common Areas. Upon conveyance of the final unsold Residential Lot in The Sanctuary by or on behalf of the Developer, or at such earlier time as the Developer may elect, the Developer shall convey or assign to a Homeowners Association, and each Residential Lot owner by its purchase of a Residential Lot agrees to accept on behalf of the Association, all of Developer's right, title and interest in and to the Common Areas. Upon conveyance or assignment of the Common Areas to the Association as set forth herein, the Association shall assume responsibility for (i) the repair, replacement, care and maintenance of the Common Areas, including all improvement and landscaping thereon, and (ii) real estate taxes and assessments, if any, which may be assessed against the Common Areas by public authorities. The Common Areas, including all improvements and landscaping thereon shall be maintained in its original condition. The assignment or conveyance of the Common Areas to the Association shall not be construed or interpreted to be an assignment by Developer of any other rights hereunder, including without limitation, the Developer's right to act as the Architectural Control Committee.

3.3 Annual Assessments. For the purpose of providing funds for the uses specified in Section 3.6 below, the Association shall, for each calendar year, commencing with the year in which at least 50% of the Residential Lots in The Sanctuary have been sold, shall determine and fix and assess the annual assessment to be paid by each owner of a Residential Lot. The annual assessment shall be no greater than Four Hundred Dollars (\$400.00) per Residential Lot in the first year of assessment. The annual assessment shall be the same for each Residential Lot and shall be imposed upon each Residential Lot, excluding Residential Lots owned by the Developer. The Association shall have the power and authority to adopt rules and procedures respecting the billing and collection of the annual assessment, which shall be binding on all owners of Residential Lots, provided that such procedures shall not be inconsistent with the provisions of this Declaration.

3.4 Lien of the Association. The Association shall have a lien perpetually upon the Residential Lots to secure the payment of the annual assessment and such Residential Lot at the time when the assessment fell due. Each annual assessment shall become a lien against each Residential Lot on the day of the year in which it is due.

If an annual assessment with respect to any Residential Lot is not paid within sixty (60)

days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Wood County, Ohio a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

**NOTICE OF LIEN**

Notice is hereby given that The Sanctuary Homeowners' Association claims a lien for unpaid annual assessment for the years \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ against the following described premises:

(INSERT LEGAL DESCRIPTION)

The Sanctuary  
Homeowners' Association

By: \_\_\_\_\_  
(President or other duly authorized officer)

STATE OF OHIO            )  
                                      ) ss:  
COUNTY OF WOOD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of The Sanctuary Homeowners' Association, an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Provided, however, that no failure to file said Notice shall affect the validity or priority of the said lien in favor of the Association.

3.5     Priority of Lien for Annual Assessment. The lien in favor of the Association for the annual assessment as herein provided shall be superior and prior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon a Residential Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges which are by applicable law made superior thereto, and any first mortgage which secures a debt.

The sale or transfer of any Residential Lot shall not affect the lien for the annual assessment which shall retain priority as described herein and any transferee of a Residential Lot takes the Residential Lot subject to said lien, provided, however, the sale or transfer of any lot pursuant to judicial foreclosure under Ohio law extinguishes the lien for annual assessments up to the date of confirmation of such sale and the Association shall be entitled to any proceeds of such sale as provided by Ohio Law according to the priority of its lien.



3.6 Purposes for which Annual Assessments may be Assessed. The annual assessments shall be assessed and the proceeds thereof shall be used by the Association toward payment of the following expenses:

- (a) The payment of principal and interest, when due, on all sums borrowed by or loaned to the Association, (two-thirds vote of all lot owners required to borrow more than \$2,500).
- (b) For the construction, improvement, alteration and removal of all lands and easements and facilities thereon with respect to the Common Areas or otherwise which may be designated for the common use and enjoyment of the owners of Residential Lots in The Sanctuary, including, but not limited to, the construction, improvement, alteration and removal of playground areas, lakes, bridges, dams, drainage channels, pathways, parks, boulevard areas, roadways and streets, trees, shrubbery and landscaping, and including the employment of personnel to maintain, guard and police the same; provided two-thirds of the lot owners of The Sanctuary have approved any of the above expenditures which could result in an increase of more than five percent (5%) of the previous year annual assessment, even though the expenditure itself above may not be enough to result in a five percent (5%) increase.
- (c) The payment of administrative costs and expenses of the Association in the exercise of its power, authority and duties described in this Declaration and its duly promulgated regulations, including, without limitation:
  - (i) the payment of all premiums for insurance insuring the Common Areas for loss or injury or damage due to casualty or malicious mischief, as well as insurance insuring the Association, its trustees, officers and members from any liability for loss or damage to persons or property on the Common Areas, as well as liability insurance for directors (trustees) and officers of the Association for liability they may incur in connection with carrying out their duties as such on behalf of the Association;
  - (ii) real estate taxes and assessments imposed by any public authority against the Common Areas;
  - (iii) enforcement of this Declaration including, without limitation, the collection of annual assessments and enforcement of the lien charged in connection therewith, whether by foreclosure, judicial proceedings, or otherwise; and
  - (iv) the establishment of a reasonable reserve as, in the discretion of the Association, may be necessary for the financial security of the Association and the effectuation of its purposes as set forth herein and in its Articles of Incorporation or regulations promulgated thereunder.

The annual assessments may be increased, decreased or adjusted up to five percent (5%) from year-to-year by the Association as the interest of the owners of Residential Lots may, in the judgment of the Association, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties.

3.7 Interest on Delinquent Assessments. If an owner of a Residential Lot fails to pay an installment of the annual assessment within sixty (60) days following the date of the

Association's issuance of a statement therefor, the same shall be deemed delinquent and will bear interest at the rate of ten percent (10%) per annum until paid.

3.8 Delinquency for More than 90 Days. If the owner of a Residential Lot shall fail to pay any installment of the annual assessment within ninety (90) days following the date of the issuance of the statement therefor, the Association shall have the right to enforce the lien imposed herein with respect to such assessment. The amount due by such owner shall include all unpaid annual assessments as well as the cost of such proceedings, including attorney's fees, and the aforesaid interest.

3.9 Certificate of Status of Annual Assessment. Upon written demand of any owner of a Residential Lot, and after payment of a reasonable charge therefor, the Association shall within reasonable time issue a certificate stating that all annual assessments or installments thereof (including interest and costs, if any) have been paid with respect to the Residential Lot or Lots owned by such owner, as of the date of such certificate, or if the annual assessment or any installment has not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Residential Lot in questions.

#### **ARTICLE IV THE SANCTUARY HOMEOWNERS' ASSOCIATION; ARCHITECTURAL COMMITTEE**

4.1 Formation of the Association. At or before the time of the recording of the Declaration, Developer shall cause a not-for-profit corporation to be incorporated under the laws of the State of Ohio, to be called "The Sanctuary Homeowners' Association" or a name similar thereto (The "Association"). The Association shall have the right:

- (a) to acquire title from Developer to all Common Areas;
- (b) to construct, improve, maintain, alter and remove any and all park and playground areas and facilities (including, but not limited to, ponds, lakes, bridges, dams, waterfalls, drainage channels, pathways, parks, trees, shrubbery and landscaping) which may be constructed or which it may choose to construct on the Common Areas, subject to the provision in Article 3.6 (Assessments);
- (c) to enforce all provisions herein and restrictions (including decisions of the Architectural Control Committee) and all regulations which it may promulgate with respect to any part and all Common Areas, playground areas, facilities and easements which it may own or control;
- (d) to collect and dispose of funds as herein provided;
- (e) to accept and hold rights of easement for the benefit of all owners of Residential Lots;
- (f) to join with Owners of Residential Lots in other Sanctuary plats to form or maintain one or more common Homeowner Associations;
- (g) to do all other things necessary to promote, protect and maintain the interests of the members, as decided by membership vote.

4.2 Membership Voting. Each owner of a Residential Lot shall be a member of the Association, and each member shall be entitled to one (1) vote on each matter submitted to a vote

of the Association for each Residential Lot owned provided, however, when more than one person holds an ownership interest in any lot, all persons holding such ownership shall be members of the Association and in such event the vote for such lot shall be exercised as the owners of such Residential Lot among themselves shall determine, but in no event shall there be more than one vote with respect to any Residential Lot allowed. Where a vote is cast by one or two or more owners of any Residential Lot, the Association shall not be obligated to look to the authority of the member casting the vote. So long as Developer shall hold title to any Residential Lot in The Sanctuary (all plats), Developer shall have ten (10) votes for each Residential Lot it owns. Except as set forth herein, all other regulations and rules for voting by members (i.e. with respect to quorum, meetings, voting by proxy, notice) shall be as set forth in the Articles of Incorporation or Regulations of the Association.

4.3 Management of the Association. The Association shall be managed by and all power and authority of the Association shall be vested in and exercised by the Board of Trustees of the Association. Until such time as eighty-five percent (85%) of the Residential Lots in all Sanctuary plats have been sold by Developer, the Developer shall have the right to appoint the members of the Board of Trustees of the Association as well as all officers of the Association. Except for persons appointed by Developer, all members of the Board of Trustees of the Association and all officers of the Association must be elected by members of the Association. All officers are members of the Board of Trustees.

4.4 Architectural Control Committee. The Architectural Control Committee is hereby established. The Architectural Control Committee shall consist of not less than three (3) persons nor more than five (5) persons. Until such time as Developer has sold every Residential Lot in The Sanctuary (all plats), the Developer shall act as the Architectural Control Committee or have the right to appoint, in its sole discretion, the persons serving on the Architectural Control Committee. At such time as construction is complete on all Residential Lots, the Architectural Control Committee shall be vested in the Association and the persons serving on the Architectural Control Committee shall be appointed by not less than a majority of the Board of Trustees of the Association to serve such terms as determined by the Association. The Architectural Control Committee shall have responsibility (and be the sole authority) of approving or disapproving improvements on residential lots of The Sanctuary according to the restriction herein.

4.5 Common Areas. Notwithstanding the provisions hereof or any designation of "Common Area", "Open Space", "Pond" or other designated area which is not a Residential Lot, on the plat of The Sanctuary or any proposed or preliminary plat of possible future phases of The Sanctuary, neither the Association nor any owner of any Residential Lot shall have any ownership interest in or any right to control the use of development of any such "Common Area", "Open Space", "Pond" or other designated area which is not a Residential Lot unless and/or until Developer shall convey such "Common Area", "Open Space", "Pond" or other designated area which is not a Residential Lot to or for the benefit of the Association. Developer, by its execution and recording of this Declaration and the platting of The Sanctuary does not represent or warrant and shall not be obligated to convey any such "Common Area", "Open Space", "Pond" or other designated area other than a Residential Lot to or for the benefit of the Association or to file any final plat of any possible future phase of The Sanctuary containing any such "Common Area", "Open Space", "Pond" or other designated area which is not a Residential Lot.

## **ARTICLE V EASEMENTS**

5.1 Reservation of Easement Rights. Developer reserves to itself, and its successors and assigns, the exclusive right to grant consents, easements, and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or

utilities deemed convenient or necessary by Developer or its successors and assigns for the services of the subdivision on, over, below or under all of the areas designated as Common Area, "Utility Easements", or with words of similar import, on the recorded plat of The Sanctuary and along and upon all highways now existing or hereafter established and abutting all the Residential Lots in the subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the Residential Lots 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. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, upon the recorded plat of The Sanctuary. The term Structure shall not include Residential Lot improvements such as driveways, paved parking areas and fences. No Owner of any Residential Lot shall have the right to reserve or grant any easements or rights of way upon or over any of the Residential Lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding any provision herein to the contrary, the rights reserved to the Developer in this Section 5.1 shall survive the transfer by Developer of its rights set forth herein until such time as Developer has conveyed the last unsold Residential Lot in The Sanctuary (all plats).

## **ARTICLE VI DURATION OF RESTRICTIONS, AMENDMENTS**

6.1 Terms. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all parties, person, corporation or other entities claiming interest or ownership of any lot or portion of The Sanctuary until the first day of January, 2019 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. These covenants and restrictions may be amended or revoked with the written approval of the Developer and the then Owners of not less than two-thirds of the Residential Lots in The Sanctuary, which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio, of an instrument stating the amendment and signed by all approving Residential Lot Owners with the formalities required by law.

## **ARTICLE VII ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS**

7.1 Violations, Unlawful Enforcement.

- (a) Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any Residential Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violations, and/or to recover damages and reasonable legal expenses incurred for such violation or attempted violation.

In addition to the foregoing rights, the Developer and the Association shall have the right, to the extent permitted by law, to record in the Office of Recorder of Wood County, Ohio, a notice giving third parties notice of the non-compliance of a Residential Lot owner within the provisions hereof, which notice shall constitute a lien on the Residential Lot until such time as such non-compliance has been cured.

- (b) In addition to any other remedy or remedies available to Developer or the Association, hereunder, at law or at equity, the violation or breach of any restriction, rights, reservations, limitations, agreements, covenants and conditions

herein contained shall give the Developer or the Association:

- (i) the right to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer or Association, and Developer and the Association shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal; and/or
- (ii) the right to enjoin, abate or remedy by appropriate legal proceedings, either by law or equity, the continuance of any such violation or breach; and
- (iii) any other person or persons owning any Residential Lot may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or condition or any covenant or provision herein contained, to cause the removal of any violation and to recover damages or other costs for such violation or attempted violation.

7.2 Saving Clause. Invalidation of any of the restrictions and/or covenants herein contained by judgment or court order or amendment hereof by act of the Owners of Residential Lots in The Sanctuary shall not affect any other provisions contained in this Declaration, which provision shall remain in full force and effect.

7.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every Residential Lot in The Sanctuary shall be made subject to the covenants and restrictions in this Declaration as well as the Code of Regulations of the Association and all reasonable rules and regulations adopted by the associations.

7.4 Notices. Any notice required to be sent to any owner of a Residential Lot or any part thereof or to Developer or to the associations shall be deemed to have been properly sent when mailed, pre-paid, to the last known address of the person who appears as such owner or to the Developer or to the associations as such address appears on the applicable public record.

7.5 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how any violations or breaches may occur.

7.6 Waiver of Restrictions by Developer. Each Residential Lot owner, by acceptance of a deed to a Residential Lot, agrees and consents and shall be deemed to agree and consent for himself or for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the Residential Lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provisions of these restrictions would work a hardship, the Architectural Control Committee may, in writing, grant a waiver from and/or modify these restrictions as to such Residential Lot so as to permit the erection of such building or the making of the proposed improvements. The Architectural Control Committee shall not be limited in its exercise of its aforesaid right to modify or waive a provision of the Declaration by reason of the fact that it may be the Owner for whose benefit such modification is granted.

7.7 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the

construction and/or interpretation of these restrictions.

7.8 Assignability of Developer. The rights, privileges and powers granted by this Declaration to, and/or reserved by, Developer shall be assignable and shall inure to the benefit of the Developer's successors and assigns.

7.9 Interpretation of Declaration. In the interpretation of the provisions of this Declaration by the Developer, any such construction and interpretation of these provisions made in good faith shall be final and binding as to all persons and property benefitted or bound by such restrictions.

7.10 Subdivision or Combination of Lots. No Residential Lot may be subdivided or combined with any other Residential Lot without the prior written consent of the Architectural Control Committee.

7.11 "Structure" Defined. Wherever used herein, the term "Structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Residential Lot may affect the appearance of such Residential Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Residential Lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any Residential Lot of more than six (6) inches from that existing at the time of purchase by an Owner.

7.12 "Declaration" Defined. The term "Declaration" means this Declaration of Restrictions, Easements and Rights, and, upon the recordation thereof with the recorder of Wood County, Ohio, any duly adopted amendments to the Declaration.

The undersigned Richard A. Wehrle, President of Retreat Associates, Inc. has hereunto set his hand to this instrument as of the date first above written.

RETREAT ASSOCIATES, INC.

*Richard A. Wehrle PRES.*  
Richard A. Wehrle, President

STATE OF OHIO                     )  
  ) ss:  
COUNTY OF LUCAS                )

The foregoing instrument was acknowledged before me this 1 day of December, 2010 by Richard A. Wehrle, President of Retreat Associates, Inc., an Ohio Corporation, on behalf of the corporation.



SHARON M. TURNER  
Notary Public - State of Ohio  
My Commission Expires 10-4-15

*Sharon M. Turner*

Notary Public

This instrument prepared by:

Thomas R. Furey, Esq.  
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Toledo, OH 43613  
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