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AMERICAN TITLE AGENCY

DECLARATION OF RIGHTS AND RESTRICTIONS

**STONE RIDGE GOLF CLUB PLAT SEVEN
A Subdivision in the City of Bowling Green,
Wood County, Ohio**

WHEREAS, American Title Agency, Inc., Trustee, is the owner in fee simple of all of the property constituting Stone Ridge Golf Club Plat Seven, a Subdivision in the City of Bowling Green, Wood County, Ohio, as per plat thereof recorded at Volume 23, Page 639 of the Wood County, Ohio Record of Plats ("Plat Seven").

WHEREAS, Plat Seven is held in Trust for the benefit of Stone Ridge Partners of Bowling Green, Ltd., an Ohio limited liability company, 131 E. Court Street, Bowling Green, Ohio 43402, the "Developer" hereunder.

WHEREAS, the property constituting Plat Seven is described on Exhibit A attached hereto and incorporated herein (the "Property").

WHEREAS, Developer or its predecessor in interest has previously undertaken the development of Stone Ridge Golf Club Plat One, Stone Ridge Golf Club Plat Two, Stone Ridge Golf Club Plat Three and Stone Ridge Golf Club Plat Four and Stone Ridge Golf Club Plat 6, subdivisions in the City of Bowling Green, Wood County, Ohio, as per plats thereof recorded at Volume 22, Page 69, Volume 22, Page 81, Volume 22, Page, 245, Volume 22, Page 247, and Volume 23, Page 26, of the Wood County, Ohio Record of Plats ("Plat One," "Plat Two," "Plat Three", "Plat Four" and "Plat Six." respectively), and the Developer has executed and recorded certain declarations of rights and restrictions for Stone Ridge Golf Club Plat One, Stone Ridge Golf Club Plat Two, Stone Ridge Golf Club Plat Three and Stone Ridge Golf Club Plat Four at Volume 720, Page 45, Volume 722, Page 1014, Volume 740, Page 741, Volume 740, Page 767 and Stone Ridge Golf Club Plat Six at Volume 2422, Page 733 of the Wood County, Ohio Record of Deeds (the "Plat One Declaration," the "Plat Two Declaration," the "Plat Three Declaration," the "Plat Four Declaration" and the "Plat Six Declaration," respectively.

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WHEREAS, Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven shall be hereinafter referred to collectively as "Stone Ridge Golf Club," and the term "Stone Ridge Golf Club" shall also hereinafter sometimes be used to refer generally to Developer's Stone Ridge Golf Club project.

WHEREAS, Stone Ridge Golf Club, Plat Five was developed separate and apart from all prior Stone Ridge Golf Club Plats, and is not part of any Declarations or Restrictions relating to Stone Ridge Golf Club Plats One, Two, Three, Four, Six or Seven.

WHEREAS, inlots nos. 7545-7562, inclusive, in Plat Seven, shall be hereinafter referred to as "residential lots."

WHEREAS, Developer established a general plan for the development, improvement and use of the Property as an extension of Plat One, Plat Two, Plat Three, Plat Four and Plat Six as a first-class, high quality subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which are in all respects similar to the restrictions on Plat One, Plat Two, Plat Three, Plat Four and Plat Six which make the residential lots more attractive for residential purposes and will protect present and future owners of the residential lots in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer is the owner of other lands (the "Adjacent Property") immediately adjacent and contiguous to Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven, Developer intends to provide for the development thereon of a subsequent plat or plats as an extension of Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven and in accordance with the general plan for the development of Stone Ridge Golf Club; and Developer reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plat(s) which are in all respects similar to the restrictions on Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven which will make the lands in such subsequent plat(s) attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer may purchase other lands in the vicinity of Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven (the "Additional Property") which Developer may desire to develop as an extension of and in conjunction with the development of Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven and the Adjacent Property in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as provided herein and in the Plat One Declaration, the Plat Two Declaration, the Plat Three Declaration, the Plat Four Declaration, the Plat Six Declaration and the Plat Seven Declaration; and Developer reserves the right to extend the benefits and the burdens created by this Declaration to any such lands which may hereafter be acquired by Developer and developed in conjunction with the development of Plat One, Plat Two, Plat Three, Plat Four, Plat Six and Plat Seven and any subsequent plat(s).

WHEREAS, Developer may exercise any of the abovementioned reserved rights by filing consecutively numbered plats of Stone Ridge Golf Club together with supplemental declarations of restrictions subjecting such subsequent plats to this Declaration as well as the Muirfield Drive Boulevard entrance in Plat Two.

WHEREAS, Lot "A", Lot "B", Buffer Lot "A," Buffer Lot "B," the Pine Valley boulevard entrance, the cul-de-sac islands on Sawgrass Court and Turnberry Court in Plat One, and any other portions of Plat One which may be designated or intended for the common use and enjoyment of residential lot owners in Stone Ridge Golf Club, as well as the cul-de-sac island on St. Anne's Court in Plat Three, as well as the Muirfield Drive Boulevard entrance in Plat Two, as well as the cul-de-sac island on Treetop Place in Plat Four, as well as the St. George Circle Boulevard entrance in Plat Six, shall be hereinafter referred to as "General Common Areas."

NOW, THEREFORE, Developer, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the lots shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I **USE OF LAND**

1.1 Residential Lots. No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residential dwelling, a private garage of not more than four (4) car capacity and not less than two (2) car capacity which shall be made an integral part of the residence dwelling, an attractive appearing garden house and a swimming pool. Such residence shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's personal service employees.

1.2 Residential Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. Not more than one single-family residence shall, however, be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer; and provided further that under no circumstances shall any residential lot so approved for splitting result in any residential lot having less street frontage or square footage than any other residential lot in Plat One.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environments in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the

Property, nor shall anything be done within the Property which may be or become an annoyance or nuisance in the Property. No use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all residential lots. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or irrigation purposes which shall first have been approved as provided under Article II hereof. No residential lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building material to be used in the construction of such structure may be stored thereon; provided, however, that any building materials not incorporated into said structure within 90 days after delivery to such residential lot shall be immediately removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the Property. No wash or laundry shall be hung or dried outside of any structure on any residential lot. No garage, yard or any similar sales shall be allowed.

1.4 Completion of Structures. Residential lot owners shall complete all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of the Developer as provided under Article II hereof.

1.5 Maintenance of unimproved lots. If construction is not begun within sixty (60) days of purchase of the lot from developer, owner shall grade lot to existing catch basins so that the lot does not hold water. Weather permitting, the lot shall then be seeded and grass shall be mowed and maintained thereafter. The Developer retains the sole and exclusive right to establish grades, slopes and swales on all residential parcels and to fix the grade at which any buildings or structures shall be erected or placed thereon, as more particularly described in Article II in 2.8 set forth herein.

1.6 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer or the Association; provided, however, that 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 Property in accordance with rules and regulations as may be adopted by the Developer or the Association. Vicious dogs and other vicious animals are strictly prohibited in Stone Ridge Golf Club. All owners shall strictly comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by (or in the custody of) a residential lot owner or a residential lot owner's tenants or guests shall be permitted outside of said residential lot except when it is

leashed or carried by hand. The Association may order temporarily or permanently banned from the Common Areas, and/or the Property generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering or otherwise. No animal may be kept on the Property for commercial or breeding purposes. No animal may be kept outside of a residence unless someone is present in the residence. Residential lot owners shall pick up and remove any solid animal waste deposited by any pet on Stone Ridge Golf Club lands, and in designated pet-walk areas, if any.

1.7 Signs. Except for any and all signs of the Developer or its designee having to do with the development and marketing of the residential lots, which are expressly permitted, no signs of any character shall be erected, placed or posted or otherwise displayed on or about any residential lot, except as follows:

(a) Prior to the commencement of construction of a residence on a residential lot, no sign shall be permitted other than a sign of not more than 10 square feet advertising the sale of the residential lot on which such sign is located.

(b) During construction of a residence on a residential lot and prior to occupation of any such residence, up to (but not in excess of) two (2) signs may be placed on the residential lot advertising the sale of the residential lot and the builder constructing the residence, each not more than 10 square feet in size.

(c) Subsequent to initial occupancy of a residence on a residential lot, no sign shall be permitted other than a sign of not more than 10 square feet advertising the sale of the residential lot and residence on which such sign is located.

(d) All "for sale" signs shall be in such standard (uniform) size, shape, coloration and graphics as may be stipulated by the Developer. The Developer's intention is that there will be a standard (uniform) "for sale" sign to be used in connection with the sale of all residential lots within Stone Ridge Golf Club.

(e) All permitted signs shall be located at least 15 feet back from the right-of-way line.

1.8 Garages. On all residential lots 100 feet or wider (at the building line), garages must be side loading or rear loading; and the Developer in its absolute discretion shall determine the location (right side vs. left side) of all side loading garages. On any residential lot less than 100 feet in width (at the building line), the Developer strongly encourages, and reserves the right to require, courtyard side-load garages. The Developer also reserves the right

to determine whether side loading garages will be located on the left-hand side or on the right-hand side of a residence, and in this regard, the Developer's intention is to establish and maintain a street scape appearance that is in harmony with the general plan for the development, improvement and use of the Property as an attractive, high-quality residential subdivision.

1.9 Flagpoles. Freestanding flagpoles shall be subject to approval by the Developer, and its height shall not exceed the highest peak of the house. Any pole shall be at least ten (10) feet from any front, side or rear yard setback.

1.10 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home, recreational vehicle, motor home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Property. No dwelling erected in Stone Ridge Golf Club shall be used as a residence until the exterior thereof has been completed in accordance with the detailed Plans and Specifications approved as provided under Article II hereof, unless approved by the Developer at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer, recreational vehicle, motor home or other similar housing device, if permitted to be stored on any residential lot in the Property, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage or in an underground container or containers. Each residential lot owner shall regularly pick up all garbage, trash, refuse or rubbish on such owner's residential lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the residential lot in order to be collected may be placed and kept at the front of the residential lot after 5:00 P.M. on the day before the scheduled day of collection, and any trash containers or receptacles must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers, receptacles or bags. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer or the Association.

1.11 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile or minivan shall be parked outside any residence for a period of more than 24 hours without the prior written consent of the Developer or the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of the Developer or the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or other than a private passenger vehicle as specified above. A residential lot owner and residents thereof may not keep more than four vehicles within Stone Ridge Golf Club on a permanent basis without the prior written consent of the Developer or the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Property. All vehicles parked within the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Property for more than 24 hours, and no major repair of any vehicle shall be

made on any property within Stone Ridge Golf Club. Motorcycles are not permitted except with appropriate noise muffling equipment so that the operation of such motorcycle does not create an unreasonable annoyance to the residents of Stone Ridge Golf Club.

1.12 Maintenance. Each residential lot owner shall maintain such owner's residence and all improvements upon such owner's residential lot in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, pools, screenings and awnings shall be maintained in first-class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. No residential lot owner shall change the exterior color of his residence without the prior written consent of the Developer or the Association. All sidewalks, driveways and parking areas within the owner's residential lot or serving the owner's residence shall be cleared and kept free of debris; and cracks, any rust stains or marks from water usage, and damaged and/or eroding areas on the same shall be removed, repaired, replaced and/or resurfaced. The Developer shall design and provide the initial landscaping for any front yard utility installations. Thereafter the residential lot owner shall be responsible directly or through the Stone Ridge Golf Club Homeowners Association, to maintain the initial and future landscaping in the design initially established or subsequently established by the Association.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Approval of Plans and Specifications. The plans and specifications ("Plans and Specifications") for all dwellings, buildings, landscaping (including street trees) and other improvements and structures, including, but not limited to, the height of all structures, signs, fences, walls, driveways, hedges, garages, basements, docks, in-ground swimming pools (see Section 2.5 hereof) and other enclosures, to be constructed and/or situated within the Property, shall be submitted for examination to the Developer. Written approval of the Developer to the Plans and Specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject or approve with modifications all Plans and Specifications within 30 days after submission of the same. Failure to so respond within such 30-day period shall be deemed to be disapproval of the submission. The Plans and Specifications shall show 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. All Plans and Specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured or modular homes or residences shall be constructed within the Property unless the Plans and

Specifications for same have been first approved as provided under this Article II.

2.2 Architectural Standards; Harmonious Plan. In requiring the submission of detailed Plans and Specifications as herein set forth, Developer intends to assure the development of Stone Ridge Golf Club as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, with such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of the Property taken as a whole. Only natural materials including brick, stone and wood siding are allowed and may be approved by Developer. No aluminum, vinyl or other non-natural material will be allowed for any purpose, including but not limited to siding, soffit or fascia. In approving or withholding its approval of any Plans and Specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community.

2.3 Location of Structures; Sprinkler Systems. No dwelling or structure of any kind shall be erected, constructed, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines than the building setback lines as shown on Plat Six, nor nearer to the rear line than the rear building setback lines as shown on Plat Six, nor nearer to any side line than shall be determined by Developer in writing at the time of the approval of the Plans and Specifications for said dwelling. This restriction as to the distances at which a dwelling shall be placed from the front, rear and side lines of a residential lot, shall apply to and include porches, verandas, portecochre and other similar projections of any dwelling, and shall including gazebos, swimming pools and other similar improvements. In addition, the front portion of all residences shall be located not more than one (1) foot behind the front building setback line.

Under no circumstances shall any owner or any contractor while in the process of construction on any residential lot permit the parking of any vehicles and/or the storage of any materials or debris whatsoever on any other residential lot not owned by such owner whether adjacent or not, and whether said other residential lot is vacant or not. Any residential lot owner who violates this prohibition shall be responsible for any damages caused by such unauthorized use of any other residential lot. All residential lots shall be serviced by underground automated sprinkler systems giving 100% coverage installed at the time of construction and continuously maintained in good operating condition thereafter. Any lot that has been purchased from Developer shall within one (1) year of purchase be serviced by underground automatic sprinkler unless a residence is under construction. All residential lots shall be irrigated by the underground automatic sprinkler system in a manner that shall keep the lawn area in a healthy condition and in harmony with the subdivision plan.

2.4 Window Treatments. Window treatments shall consist of draperies,

blinds, decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted anywhere in Stone Ridge Golf Club.

2.5 Swimming Pools; Above-Ground Improvements. No above-ground swimming pools shall be permitted, installed or maintained on any other residential lot. Without limiting the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool in portions of the Property shall be subject to the approval of the Developer under Article II hereof. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such in-ground pool. No sheds, storage facilities, enclosures, television satellite dishes or receiving equipment, radio receiving equipment or other such removable property of any kind shall be permitted unless the Plans and Specifications therefor are first approved by the Developer in accordance with Article II hereof.

2.6 Driveways and Sidewalks. In addition to the specific recitations (if any) contained in Plat Six pertaining to the installation of sidewalks, the owner of each residential lot agrees to be responsible for the installation of any required public sidewalks within the right-of-way adjacent to such owner's residential lot at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct such owner or the Developer to do so. All such sidewalks shall be installed completely through all driveway areas, and shall be constructed in accordance with all requirements of the governing authority. Each owner who fails to so construct such public sidewalks shall be subject to a lien against such owner's residential lot in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to failure on the part of the owner to do so. All driveways in Plat Six shall either be concrete, asphalt or some other permanent hard surface approved by the Developer in its sole discretion. The location, design and construction specifications of all driveways, if not previously established, shall be determined by Developer in writing at the time of approval of the Plans and Specifications for any dwelling.

2.7 Lawns and Landscaping. No portion of any residential lot nearer to the front, street or rear line or lines than the building setback lines as shown on Plat One shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any residential lot for privacy walks, driveways (if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations, for the purpose of beautifying such residential lot. However, no vegetables or grains of the ordinary garden or field variety shall be grown on any residential lot; no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon any residential lot; and no unsightly objects shall be allowed to be placed or suffered to remain on any residential lot.

No tree greater than 6 inches in diameter (as measured 3 feet above existing grade) shall be removed from any residential lot or destroyed for purposes of construction unless approved in writing by the Developer pursuant to this Article II.

2.8 Establishment of Grades. Subject to all requirements of the City of Bowling Green and/or Wood County, the Developer shall have the right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Stone Ridge Golf Club. Deviations of 12" (one foot) or more from such established grades is strictly prohibited unless first approved by the Developer in writing.

In addition, all structures or residence dwellings in Stone Ridge Golf Club shall be erected at an elevation of not less than that shown and established on certain improvement plans on file at the offices of the City of Bowling Green and/or Wood County. The remaining portions of any residential lot upon which a structure or residence dwelling is erected shall be graded on a regular slope from the area of the structure or residence dwelling to the street pavement, except in cases of welling of trees or other natural vegetation, in accordance with certain grading, sloping and elevation requirements set forth in drawings on file at the offices of the City of Bowling Green and/or Wood County.

Under no circumstances shall contiguous residences have a difference in elevation of more than one (1) foot.

Permanent storm sewer pick-ups/catch basins are located on various residential lots throughout Stone Ridge Golf Club. Such permanent storm sewer pick-ups/catch basins may not under any circumstances be covered over, altered or eliminated by the owners of the residential lots upon which such pick-ups/catch basins are located.

2.9 Basketball Backboards. No permanent basketball pole or backboard shall be erected on any lot or attached to any residence or garage. Temporary or portable backboards, as defined by the Association, if authorized, shall be maintained in good condition and shall be stored inside when not in active use. The Developer and/or Association shall, in their sole discretion, have the right to deny the use, or withdraw the prior approval of the use at any time and order the removal of temporary or portable basketball structure or areas.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition, size, design, lettering and standards and brackets of any mail and paper delivery boxes; provided, however, that all mailboxes shall in any event be located in accordance with the applicable U. S. Postmaster's directions. The owner of each residential lot shall maintain a mailbox and/or paper delivery box and replace it when necessary with a mailbox and/or paper delivery box of the exact type, look and quality. A drawing of an approved mailbox is on file at the Developer's office for inspection by all residential lot owners.

2.11 Fencing. No fencing, hedge, wall or enclosure of any kind, for any

purpose shall be erected, placed or suffered to remain upon any lot, except a fence that is required by law, for an in-ground swimming pool. In any event, the fence for an in-ground swimming pool shall not be erected until the written consent of the Developer or Association is first obtained pursuant to Article II, and such fence shall be of the minimum height and circumference. In no event shall the fence be constructed as a perimeter fence.

2.12 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter any residential lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that is located or existing thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop construction on any such residential lot; and Developer shall not, by reason of such actions, be deemed guilty of any manner of trespass (or any other tortious action) for such entry, abatement or removal. The failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

2.13 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or other action by Developer, any such approval, designation, determination, modification, consent or other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

ARTICLE III **EASEMENTS**

3.1 Reservation of Utility Easement Rights. 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 of electric light, cablevision and telephone poles, wires, cables 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 service of Stone Ridge Golf Club on, over, below or under (a) all of the areas designated as Common Area "A" in Plat Six, (b) Lot "C," Lot "D," Lot "E" and Lot "F" in Plat Three, (c) all of these areas designated as "Utility Easements," or with words of similar import, on Plat One, Plat Two, Plat Three, Plat Four and/or Plat Six, (d) the area designated as Common Area "A" on Plat One, (e) all General Common Areas in Plat One, Plat Two, Plat Three, Plat Four and/or Plat Six and (f) all highways now existing or hereafter established and abutting all the residential lots Stone Ridge Golf Club. Developer also reserves to itself, and to its

successors and assigns, the right to go upon or permit any public or quasipublic company to go upon the residential lots from time to time to install, maintain, replace, repair 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 easement areas described above. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, 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 residential lot without the prior written consent of the Developer, its successors and assigns.

Unless specifically relinquished and assigned by the Developer, the rights granted to the Developer in this Section 3.1 shall remain exclusively vested in the Developer for a period of 20 years from and after the date hereof, notwithstanding any assignment by the Developer to the Association under Section 4.1. Upon the expiration of such 20-year period, or at such earlier time as the Developer may expressly designate, the rights granted to the Developer in this Section 3.1 shall terminate.

3.2 Reserved Easement for Amenities. In connection with the development of Stone Ridge Golf Club as a first-class residential community, the Developer hereby reserves (and/or has reserved in the Plat One Declaration, the Plat Two Declaration, the Plat Three Declaration, the Plat Four Declaration) a perpetual non-exclusive easement over, across and under Common Area "A," the General Common Areas, the areas designated as the "Utility Easements," the Pine Valley Drive boulevard entrance and the Sawgrass Court and Turnberry Court cul-de-sac islands in Plat One, the General Common Areas and the Muirfield Drive boulevard entrance in Plat Two, Lot "C," Lot "D," Lot "E" and Lot "F," the General Common Areas and the St. Anne's Court cul-de-sac island in Plat Three, Common Area "A," the General Common Areas and the Treetop Place cul-de-sac island in Plat Four, and the General Common Areas and the St. George Circle boulevard entrance in Plat Six, for the purpose of installing and maintaining mounding, landscaping, sprinkler systems, fencing and such other like general amenities as Developer deems appropriate for purposes of defining, enhancing, beautifying and/or announcing Stone Ridge Golf Club ("Amenities"). Developer agrees that all Amenities installed by Developer shall be maintained by Developer and/or the Association as provided in Article IV hereof.

3.3 Reserved Easement for Golf Cart Crossings, Etc. Developer has reserved to itself, and to its successors and assigns in ownership of the Golf Course Property (as hereinafter defined), a perpetual exclusive easement over, across, under and through Lot "C," Lot "D," Lot "E" and Lot "F" in Plat Three for purposes of (a) access, ingress and egress by motorized golf carts and golfers, permitted users and patrons of the Golf Course Property, to, from and between the Golf Course Property and the public roadways within Stone Ridge Golf Club; and (b) the construction, operation, maintenance, repair and replacement of paved or

unpaved cart paths and underground irrigation lines and facilities, for the use and benefit of Golf Course Property. Developer has agreed that all such improvements and installations made by Developer on, under or within Lot "C", Lot "D," Lot "E" and Lot "F" in Plat Three shall be maintained by Developer and its successors and assigns in ownership of the Golf Course Property.

ARTICLE IV
STONE RIDGE GOLF CLUB HOMEOWNERS' ASSOCIATION

4.1 Stone Ridge Golf Club Homeowners' Association. In the Plat One Declaration, the Developer created the Stone Ridge Golf Club Homeowners' Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the residential lots in Stone Ridge Golf Club. Said owners or their respective heirs, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time, to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all of the residential lots in Stone Ridge Golf Club.

Upon the sale and conveyance by the Developer of all residential lots in Plat Six and all future plats, if any, of Stone Ridge Golf Club, or earlier upon the election of the Developer, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration. Such assignment shall be recorded in the office of the Wood County, Ohio Recorder.

The Association shall at all times have the right to the collection and disposal of funds as herein provided and the right to enforce all restrictions, rights, reservations, limitations, agreements, covenants and conditions hereof.

4.2 Expansion Rights and Further Associations. The Developer anticipates that Stone Ridge Golf Club may eventually consist of three hundred seventy-four (374) or more residential lots created through the preparation and filing of additional plats involving the Adjacent Property and/or the Additional Property. Developer therefore expressly reserves the right, power and option to amend this Declaration and/or to file additional declarations so as to include and cover all residential lots which eventually become part of Stone Ridge Golf Club as and if the same had been a part of Stone Ridge Golf Club from the date of the execution and recording of Plat One, Plat Two, Plat Three, Plat Four and Plat Six.

4.3 Maintenance Assessments. Each and every residential lot in Stone Ridge Golf Club shall be subject to an annual maintenance charge and assessment in the amount established by the Association, initially One Hundred Dollars (\$100.00). Payment of such

annual assessment shall be made at the time of taking title to any residential lot (appropriately prorated) and thereafter on the first day of January each calendar year.

4.4 Liens. The Association shall have a lien perpetually upon all residential lots in Stone Ridge Golf Club to secure the payment of the annual maintenance assessments. In the event of the nonpayment of any such assessment within 60 days after its due date, the Association may file and record a "Notice of Lien" in substantially the following form in the lien records at the Office of the Recorder of Wood County, Ohio:

"NOTICE OF LIEN"

Notice is hereby given that Stone Ridge Golf Club Homeowners' Association claims a lien for unpaid annual assessments for the year(s) _____ in the amount of \$ _____ against the following described premises:

(Insert Legal Description)

STONE RIDGE GOLF CLUB
HOMEOWNERS' ASSOCIATION,
an Ohio non-profit corporation

By _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, of STONE RIDGE GOLF CLUB HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

4.5 Collection of Assessments. In the event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above-described lien, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its

costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of any General Common Areas or any facilities located thereon or by abandonment of such owner's residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such residential lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all residential lots in Stone Ridge Golf Club and shall be applied only toward the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all purposes set forth in Section 4.7 or otherwise determined by the Association from time to time to be for the general benefit of residential lot owners in Stone Ridge Golf Club.

4.6 Uniformity; Use of Assessments. The annual assessments of residential lot owners shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots owned by the Developer upon which no construction has commenced shall be ½ of the amount of the annual assessment for all other residential lots. The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article II and in this Article IV. 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 and reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

4.7 Powers, Rights and Functions. The Association shall have the following powers, rights and functions:

- (a) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any subsequent declarations encumbering any subsequent plat(s) of Stone Ridge Golf Club, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto.
- (b) To promote and seek to maintain high standards of community and

neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Stone Ridge Golf Club.

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

(d) To collect and dispose of funds as provided in Article II hereof, and as may be provided in any subsequent declarations encumbering any subsequent plat(s) of Stone Ridge Golf Club.

(e) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.

(f) To acquire title from the Developer to, and to insure, manage, maintain, improve and repair, (i) Common Area "A" in Plat One, (ii) Lot "C," Lot "D," Lot "E" and Lot "F" in Plat Three, (iii) Common Area "A" in Plat Four, and (iv) the General Common Areas in Plat One, Plat Two, Plat Three or Plat Four, or in any subsequent recorded plat(s) of Stone Ridge Golf Club.

(g) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of (i) Common Area "A" in Plat One, (ii) Lot "C," Lot "D," Lot "E" and Lot "F" in Plat Three, (iii) Common Area "A" in Plat Four, and (iv) the General Common Areas in Plat One, Plat Two, Plat Three or Plat Four, or in any subsequent recorded plat(s) of Stone Ridge Golf Club.

(h) To pay all real estate, personal property and other taxes levied against the Association, Common Area "A" in Plat One, Lot "C," Lot "D," Lot "E" and Lot "F" in Plat Three, Common Area "A" in Plat Four or any of the General Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 4.7.

(i) To enforce all provisions herein, in Plat One Declaration, the Plat Two Declaration, the Plat Three Declaration, the Plat Four Declaration, Plat Six Declaration, Plat Seven Declaration and any subsequent declaration(s) encumbering any subsequent plat(s) of Stone Ridge Golf Club.

(j) Subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and

upkeep of Common Area "A" in Plat One, Lot "C," Lot "D," Lot "E" and Lot "F" in Plat Three, Common Area "A" in Plat Four or any of the General Common Areas and of any easement areas created or reserved in this Declaration, or on the recorded plat of Plat One, Plat Two, Plat Three, Plat Four, Plat Six, Plat Seven, or in subsequent restrictions or on subsequent plat(s) of Stone Ridge Golf Club.

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

4.8 Voting. Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential lot(s) in Plat One or in any subsequent plat of Stone Ridge Golf Club as above described, the Developer shall be entitled to 9 votes for each residential lot so owned by it.

ARTICLE V **GENERAL COMMON AREAS**

5.1 Use of General Common Areas. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use the General Common Areas at Stone Ridge Golf Club for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and for other incidental uses including but not limited to those uses set forth in this Article V. However, such right and non-exclusive easement to use the General Common Areas shall not extend to those portions of the General Common Areas, if any, where the Developer has approved extensions from adjacent residential dwellings of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items. All members shall use the General Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association, except to the extent that the Developer has approved the extension into the General Common Area immediately adjacent to a residential dwelling erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens, shrubbery and other similar items.

5.2 Boulevard and Cul-De-Sac Islands. The boulevard island at the Pine Valley Drive entrance to Plat One, the boulevard island at the Muirfield Drive entrance to Plat Two and

the cul-de-sac islands on Sawgrass Court and Turnberry Court in Plat One, St. Anne's Court in Plat Three, the Treetop Place in Plat Four, and the boulevard island at the St. George Circle entrance in Plat Six although located within the public right-of-way, are intended to be treated as if such areas are part of the General Common Areas. Said boulevard island and cul-de-sac islands may contain landscaping and such other structures and/or Amenities as the Developer deems advisable. Said boulevard island may also contain a Stone Ridge Golf Club identification sign, as Developer deems appropriate. The Amenities and the Stone Ridge Golf Club identification sign shall be maintained, repaired and replaced, from time to time, by the Association.

5.3 Conveyance of General Common Areas. The Developer, its successors and assigns, hereby reserves the right, at any time and from time to time, to convey fee simple title to all or any portion of the General Common Areas in Plat One, or any General Common Areas created by the Developer in any subsequent plats of Stone Ridge Golf Club to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose; provided, however, that the Association shall not be required to accept title to any General Common Areas until such time as 50% of the platted residential lots in Stone Ridge Golf Club are owned of record by persons or entities other than the Developer.

5.4 Limited Rights to General Common Areas. Notwithstanding the provisions of Section 5.1 and any designation of Common Areas on Plat One or any subsequent plat(s) of Stone Ridge Golf Club, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any General Common Areas unless and until the Developer shall convey such General Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots shall have only those rights with respect to the General Common Areas as are granted them hereunder and/or under the Articles and Code of Regulations, if any, of the Association.

ARTICLE VI

GOLF COURSE PROPERTY

6.1 Golf Club Facilities. The golf course, clubhouse and related facilities known as Stone Ridge Golf Club is (or will be) located on certain lands currently owned by the Developer and located adjacent and contiguous to Plat One ("Golf Course Property").

6.2 Membership in Stone Ridge Golf Club. Except for special programs offered by the Developer, no owner of any residential lot shall have any rights or privileges to use the Golf Course Property or any preference or advantage with respect to consideration for membership in Stone Ridge Golf Club, by virtue of said residential lot ownership. Residential lot owners may apply for membership in Stone Ridge Golf Club in the same fashion and pursuant to the same criteria, requirements and considerations as the general public.

6.3 Privacy Fences. Notwithstanding anything else contained herein, it is acknowledged and agreed by all residential lot owners that the Developer, its successors and assigns, and/or the owner(s) of the Golf Course Property shall have the right at any time or times to construct and erect a privacy fence or fences along any portion of the perimeter of the Golf Course Property. Such fence or fences may be erected at the sole discretion of the Developer, its successors and assigns, and/or the owner(s) of the Golf Course Property, for purposes of screening the golf course, clubhouse and related facilities from rear yard conditions at any residential lot, or for any other reason.

6.4 Golf Course Property not Part of Association. Until such time, if any, as the Golf Course Property is subjected to a subsequent plat or plats as an extension of Plat One and made subject to this Declaration, the owner(s) of the Golf Course Property, from time to time, shall not be members of the Association, and except as otherwise expressly set forth herein, the Golf Course Property shall not be subject to, bound by or affected by any of the restrictions, obligations or duties set forth in this Declaration. Further, the Golf Course Property is not to be deemed or considered to be part of the General Common Areas or Common Area "A."

ARTICLE VII LAKES

7.1 Location of Lakes. A lake abuts or will abut certain of the residential lots in Plat One. The lake is or will be located on the Golf Course Property. The Developer also intends to construct and create and/or has constructed and created other lakes on the Golf Course Property. The initial lake, as well as any other lakes constructed on the Golf Course Property, shall be hereinafter referred to as the "Lakes."

7.2 Use of Lakes Prohibited. No power boats, motor boats, sail boats, paddle boats, canoes, rafts or any other types of boats or vessels of any kind shall be permitted on the Lakes. No owner of a residential lot in the Golf Course Property shall have the right to use the Lakes for any reason or purpose.

7.3 No Discharge. No owner of any residential lot shall permit any discharge or erosion of soil, sediment or other materials from such owner's residential lot into the Lakes, whether before, during or after the construction of any structure or residence dwelling on such residential lot. Under no circumstances shall the Association or the owner of any residential lot have the right to pump or draw water from, irrigate from, or otherwise diminish, control or affect the level, volume or amount of water located in the Lakes.

7.4 Golf Course Property Maintenance and Irrigation. The owner(s) of the Golf Course Property, from time to time, shall have the absolute right to use and divert water from the Lakes, in unlimited quantities, for purposes of the irrigation, watering and

maintenance of the Golf Course Property and related facilities. Subject to Section 8.3 hereof, any necessary maintenance of the Lakes shall be the responsibility of the Developer and its successors and assigns in ownership of the Golf Course Property; and the Developer and its successors and assigns in ownership of the Golf Course Property shall have a perpetual non-exclusive easement over and across the rear ten (10) feet of those residential lots which abut the Lakes, for purposes of maintenance of the Lakes.

ARTICLE VIII **DURATION OF RESTRICTIONS; AMENDMENTS**

8.1 Term. This Declaration and the covenants and restrictions herein shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons claiming under or through Developer or the Association, including but not limited to all residential lot owners, until the first day of January, 2016, at which time this Declaration and the covenants and restrictions herein shall be automatically extended for successive periods of ten (10) years.

8.2 Amendments. Except as otherwise expressly provided herein, this Declaration and the covenants and restrictions herein may be amended or terminated with the written approval of the then owners of not less than 51% of the residential lots in Stone Ridge Golf Club, 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 IX **ENFORCEMENT OF RESTRICTIONS; OTHER GENERAL MATTERS**

9.1 Violations Unlawful. 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 violation, and/or to recover damages for such violation or attempted violation. In such proceedings, the Developer, the Association or the residential lot owner prosecuting such proceedings shall also be entitled to recover its costs and expenses in that behalf, including attorney fees.

9.2 Saving Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

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

Any purchaser or grantee who acquires title to any residential lot in Plat One shall notify the Association of such acquisition and the name and address of such new owner, not later than 90 days after the date of acquisition of said title.

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

9.5 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, topography or other characteristics of a residential lot or the proposed structure or improvement on such residential lot is such that a strict construction or enforcement of the requirements of Plat One or of any provision of this Declaration would work a hardship, the Developer may, in writing, grant waivers from this Declaration as to such structure or improvement so as to permit the erection of the structure or the making of the improvements.

9.6 Paragraph Headings. The paragraph headings contained in this Declaration have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

9.7 Warranties. Each residential lot owner, by acceptance of a deed to a residential lot in Stone Ridge Golf Club, acknowledges and agrees and shall be deemed to acknowledge and agree that there are no representations or warranties, express or implied, by the Developer or the Association with respect to (a) the merchantability, fitness or suitability of the residential lots for the construction of residences, (b) the merchantability, fitness or suitability of any improvements within or comprising a part of the General Common Areas or Common Area "A" of Stone Ridge Golf Club, (c) the quality, quantity, level or depth of the water in the Lakes, or (d) Stone Ridge Golf Club generally, other than as expressly stated in writing by the Developer to the residential lot owner.

IN WITNESS WHEREOF, the undersigned Developer, acting by and through its duly authorized representative, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 28th day of January, 2016.

AMERICAN TITLE AGENCY, INC., TRUSTEE

By Sandra L Sheffer *Sandra L. Sheffer*
Its President

STATE OF OHIO)
) SS:
COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this 28 day of January, 2016.



GWEN L. ALLEN
Notary Public, State of Ohio
My Commission Expires 3-6-2017

Gwen L. Allen
Notary Public

MORTGAGEE'S CONSENT

The undersigned First Federal Bank of the Midwest, the holder of a certain open-end mortgage encumbering the lands included in Stone Ridge Golf Club Plat Seven, which mortgage is dated August 6, 2015 and recorded at Volume 3384, Page 580 of the Wood County, Ohio Records, hereby consents to the execution and delivery of the foregoing declaration of rights and restrictions and to the filing thereof in the office of the County Recorder of Wood County, Ohio, and further subjects the above described mortgage to the provisions of the foregoing declaration of rights and restrictions.

IN WITNESS WHEREOF, the undersigned First Federal Bank of the Midwest, has caused this consent to be executed by its duly authorized officers as of this 1st day of February, 2016.

First Federal Bank of the Midwest

By John D. Edd
Its Vice President

By Timothy K Harris
Its EXECUTIVE VICE PRESIDENT

**This instrument prepared by:
SPITLER HUFFMAN LLP
131 East Court Street
Bowling Green, Ohio 43402**

Exhibit A

Legal Description

Inlots 7545, 7546, 7547, 7548, 7549, 7550, 7551, 7552, 7553, 7554, 7555, 7556, 7557, 7558, 7559, 7560, 7561, and 7562 in Stone Ridge Golf Club Plat 7, Plat Volume 23, Page 639, City of Bowling Green, Wood County, Ohio.