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DECLARATION OF RESTRICTIONS FOR

CRIMSON HOLLOW PLAT ELEVEN

SUBDIVISION IN THE TOWNSHIP OF MONCLOVA

LUCAS COUNTY, OHIO

This **DECLARATION OF RESTRICTIONS** ("Declaration") adopted by **DD ASSETS, LLC,** hereinafter called ("Developer"), as of the 30 day of october, 2025.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded Plat ("the Plat") of Crimson Hollow Plat Ten, a subdivision ("Crimson Hollow" or "Subdivision", taken together to mean all of the plats of Crimson Hollow) in the Township of Monclova, Lucas County, Ohio, which Plat is recorded at Instrument No. 11, of the Lucas County, Ohio Record of Plats;

WHEREAS, the Crimson Hollow Homeowners' Association, Inc., ("Association") is an Ohio non profit corporation formed by Developer's predecessors whose members shall be all of the owners of all of the residential lots (sometimes also "lot or lots") in the Plat, and any owners of any prior or future plats of Crimson Hollow; and

WHEREAS, Crimson Hollow is intended to be a first-class, quality single-family residential subdivision (sometimes "subdivision" herein) developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Monclova, Lucas County, Ohio.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, do for themselves and their respective successors and assigns, hereby declare, covenant and stipulate the all property as shown on the Plat (except that it is expressly stipulated that these restrictions will not apply to Buffer Lots "A" and "B" of the Plat unless specific mention is made with respect thereto) shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all restrictions heretofore enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1(a) -- RESIDENTIAL LOTS. All of the lots located and shown on the Plat (except Buffer Lots "A" and "B") as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 1,850 sq. feet of living area for a single-story residence and 2,150 sq. feet for a two-story residence (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and

"dwelling" have been sometimes used interchangeably herein).

1.1(b) – Other Structures Prohibited.

Under no circumstances, and without limiting any of the foregoing, will any storage buildings, detached garages, pool houses, sheds or other such structures be permitted to the placed upon any lot. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground, and all garages shall be side-loading.

1.2 -- 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, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer.

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 environment 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 Plat, nor shall anything be done within the Plat, which may be or become an annoyance or nuisance in the Plat. 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 maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No 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 materials 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 ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 -- Completion of Structures. All residences must be completed by an owner, within one (1) year following the commencement of construction on any lot. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 -- Pets. Dogs, cats or other household pets suitably maintained and housed at all times within a residential dwelling may be kept subject to rules and regulations adopted by the Developer and/or the Association, provided however, that no animal of any sort may be permitted to be left outside unattended (no dog runs shall therefore ever be permitted) or 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 Plat in accordance with the rules and regulations adopted by the Developer and/or the Association. Pit Bulls and other vicious animals are strictly prohibited in Crimson Hollow.

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

1.7 -- MISCELLANEOUS. No trailer, basement, tent, garage, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time, shall any shack, shed, tent, barn or other outbuilding be permitted to be located or placed on any lot within Crimson Hollow. No dwelling erected in the Plat 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 Developer as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal or rubbish, debris, leaves and garbage, may from time to time, be established by the Developer.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 -- SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, residences, garages, basements, in-ground swimming pools or tennis courts) to be constructed and/or situated on any residential lot within the Plat shall be submitted for examination to the Developer and written approval of the Developer to such 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, approve with modifications, all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location (two [2] copies of a surveyed proposed location plan shall be submitted), 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. Such 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. Under no circumstances shall prefabricated, manufactured, or modular homes or residences be approved for or constructed within the Plat. Certain types of vinyl siding, will be permitted to be used, on the sides and rear of a residence provided the written approval of the Developer as to the quality and color of such vinyl siding is first obtained.

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 Crimson Hollow as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Crimson Hollow taken as a whole. 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. Without limiting any of the foregoing, all approved garages shall be a minimum two-car side load garage. A front loading third bay is acceptable only if the two-car side load requirement has been met. Vinyl siding is acceptable for side and rear elevations and will only be permitted on fronts when used for soffits or vinyl shake siding. Aluminum fascia is also acceptable on front elevations. All other surfaces on front elevations must be natural (cement lap siding, stone brick,

stucco, etc.).

2.3 -- Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or other rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling (provided all greater applicable zoning setbacks shall also be observed). This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porte-cochere, and other similar projections of any dwelling.

2.4 -- Maximum Height. No structure constructed or erected within the Plat shall be greater than two and one-half (2½) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 -- Swimming Pools and Other Above-Ground Improvements or Property. Except for compatibly colored television receiving dishes, no greater than twenty-four (24) inches in diameter, and located on a residence so as to not be visible from the street, no above-ground swimming pools, radio or television receiving equipment, enclosures or other removable personal property of any kind shall be permitted, installed or maintained on any residential lot.

2.6 -- Driveways and Sidewalks. Notwithstanding anything to the contrary contained in the Plat, the owner of each lot in the Plat shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot (which shall be placed through the driveway as appropriate) at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to do so construct such public sidewalks shall be subject to a lien against the particular lot in question 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 such failure on the part of the owner. All driveways in the Plat shall be either asphalt or concrete. The location and design of all driveways, if not now established, shall be determined by Developer, in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway, which shall be either asphalt or concrete, shall be submitted to Developer and its approval thereof endorsed thereon in writing.

2.7 -- Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 2.3 hereof, as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind for any purpose, shall be erected, placed or suffered to remain upon any residential lot, until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Furthermore, each lot owner, prior to occupancy of any residence, shall plant the required number and size of trees as required by the Lucas County Engineer and comply with the approved street tree plan between the sidewalk and curb for each lot.

2.8 -- Establishment of Grades. Developer shall have the sole and exclusive 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 Crimson Hollow. Deviations from such established grades are strictly prohibited unless first approved by the Developer in writing.

2.9 -- Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards, whenever erected, shall first be approved by Developer in writing.

2.10 -- Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

2.11 -- Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any residential lot, nor shall a hedge be erected, placed or suffered to remain upon any residential lot until the written consent of the Developer shall have been first obtained therefor, and be subject to the terms and conditions of said consent as to its type height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated a three-rail split rail treated hardwood fence is the approved material for any fence. Wire fencing may be attached to any approved split rail fencing on the lot owners' side of the fence. Fences shall not be erected nearer to any street or rear lot line than the building setback line or lines shown on the Plat.

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, agreement, covenants and conditions herein contained, to enter any 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, and erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor to acquiescence in 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 any other action by Developer, any such approval, designation, modification, consent or any other action by either one of the above-named Developers or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deeds on behalf of Developer shall be sufficient.

2.14 -- The Crimson Hollow Homeowners Association, Inc. Developer's predecessor has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio named "The Crimson Hollow Homeowners' Association, Inc." The owners of lots in all of the plats of Crimson Hollow and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all residential lots in the Plat and future plats, if any, of Crimson Hollow, the Developer, by instrument in writing in the nature of an assignment,

shall vest in the Association in whole or in part with the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Developer may at any time previous to the sale and conveyance of all of said lots at their option so assign the aforesaid rights, privileges and powers to the Association. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions so assigned herein with respect to the construction, improvement, maintenance and upkeep of the Plat, and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and all future plats, if any.

2.15 -- MAINTENANCE CHARGES. Each and every lot in the Subdivision upon which a residence is occupied shall be subject to a maintenance charge in the amount established by the Association, initially One Hundred Fifty Dollars ($175.00) annually (such assessment shall be on a per lot basis), payment to be made one annual installment on or before the 30th day of January for each calendar year for the upcoming calendar year commencing January 1, 2020 (all lot sales in 2020 shall be prorated from date of closing through December 31, 2020). The Association shall have a lien perpetually upon lots in the Subdivision to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"NOTICE OF LIEN"

Notice is hereby given that The Crimson Hollow Homeowners' Association, Inc. claims lien for unpaid annual assessments for the year(s) _____ in the amount of $_____ against the following described premises:

THE CRIMSON HOLLOW HOMEOWNERS' ASSOCIATION, INC., an Ohio corporation

By: Tom Dt Hoe

Its: PRESIDENT HOA

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 30 day of October, 2025 by Joshua A. Doyle, President, of The Crimson Hollow Homeowners' Association, Inc., an Ohio corporation, on behalf of the corporation.

Ashley K

Notary Public, Ashley K. Florek

NOTARIAL SEAL STATE OF OHIO

Ashley K Florek
Notary Public, State of Ohio
My Commission Expires:
May 19, 2029

In any 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, otherwise, 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 the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer or 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 lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessment shall be levied against all lots in Crimson Hollow and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Crimson Hollow, including the maintenance of any boulevard areas, signs within the 20' x 20' sign easement area depicted on the plat for Plat Nine in Crimson Hollow, ponding areas, drainage areas, signage and cluster mailbox areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.

ARTICLE III

EASEMENTS

3.1 -- Reservation of Easement Rights. Developer reserves to itself, and to their 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 and telegraph 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 service of the Crimson Hollow, over, below or under all of the areas designed as "Utility or Drainage Easements" or "Variable Drainage Easement", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line 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 or Drainage Easements", or with words of similar import, upon the Plat. 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 of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such

twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

ARTICLE IV

DURATION OF RESTRICTIONS, AMENDMENTS

4.1 -- Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer or the Association until the first day of January, 2039 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2 -- Amendments. These covenants and restrictions may be amended or revoked by the Developer unilaterally as long as it owns one (1) lot in the Subdivision. These covenants and restrictions may not be amended by any other lot owner or owners in any respect prior to the sale by the Developer of all of the lots in the Subdivision without the prior written consent of the Developer, which prior written consent may be withheld for any reason whatsoever. After the sale of all of the lots in the Subdivision by the Developer, these covenants and restrictions may be amended with the approval of the then owners of not less than seventy-five (75%) of the residential lots in the Subdivision, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all necessary approving lot owners, with the formalities required by law.

ARTICLE V

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 -- 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.

5.2 -- Savings Clause. The invalidity 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.

5.3 -- Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

5.4 -- Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the 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 the address as first indicated above.

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

5.6 -- 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 representative, successors and

assigns, that if, in the opinion of the Developer, the shape, dimensions, type of structure, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

5.7 -- 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.

The undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

DD ASSETS, LLC,
an Ohio limited liability company

By: _____, MEMBER
Joshua A. Doyle, Member

State of Ohio, County of Lucas, ss:

2025 The foregoing instrument was acknowledged before me as of the this 30 day of October, ~~2019,~~ by Joshua A. Doyle, member of DD Assets, LLC, an Ohio limited liability company, on behalf of said company.

_____
Notary Public Ashley K. Florek

NOTARIAL SEAL STATE OF OHIO

Ashley K Florek
Notary Public, State of Ohio
My Commission Expires:
May 19, 2029

Prepared by and mailed to

Nicholas Gillispie
PO Box 161
Monclova, OH 43542