Crosscreek Woods Plat Two
Lots 29, 30, 34, 35 & 36

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DECLARATION OF RIGHTS AND RESTRICTIONS

As to CROSSCREEK WOODS PLAT TWO
A Subdivision in Monclova Township,
Lucas County, Ohio

THIS DECLARATION OF RIGHTS AND RESTRICTIONS (the "Declaration") is made and adopted as of the 12th day of January, 2004 by Port Lawrence Title and Trust Company, Trustee, an Ohio Corporation ("Owner"), with offices at 616 Madison Avenue, Toledo, Ohio 43604.

WHEREAS, Owner is the owner in fee simple of all of the property constituting Crosscreek Woods Plat Two, a Subdivision in Monclova Township, Lucas County, Ohio, as per plat thereof recorded at OR 200312300103479 of the Lucas County, Ohio Record of Plats ("Crosscreek Woods Plat Two").

WHEREAS, the drawing of the plat of Crosscreek Woods Plat Two is attached hereto and incorporated herein (the "Property").

WHEREAS, lots nos. 29,30,34,35 & 36 inclusive, and buffer lot A and all of the common areas shown on Crosscreek Woods Plat Two shall be hereinafter referred to as "lots".

WHEREAS, lots nos. 29,30,34,35 & 36 inclusive, in Crosscreek Woods Plat Two shall be hereinafter referred to as "residential lots".

WHEREAS, Owner desires to establish a general plan for the development, improvement and use of the Property as an architecturally harmonious, first-class, high quality residential subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will 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, Owner intends to provide for the development of a subsequent plat or plats as an extension of Crosscreek Woods Plat Two on certain other lands (the "Adjacent Property") located adjacent and contiguous to the Property; Owner reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any said subsequent plat(s) which, while they may be similar to the restrictions on Crosscreek Woods Plat Two, may vary from the rights and restrictions herein set forth, but which will make the lands in such subsequent plat(s) equally or more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes. Owner or its successors and assigns may exercise the above-mentioned reserved rights by filing consecutively numbered plats of Crosscreek Woods together with supplemental declarations of rights and restrictions subjecting such subsequent plats to restrictions.

NOW, THEREFORE, Owner, 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 in the Property 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 Each residence dwelling on a residential lot shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. No lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

1.2 No structure shall be erected, placed or maintained on any residential lot other than (i) one single-family residence dwelling (a) containing not less than 2,500 total square feet (exclusive of porches, decks, basement and garage) in the case of a single-level structure, or (b) containing not less than 1400 square feet on the first floor level and not less than 2,500 total square feet (exclusive of porches, decks, basement and garage) in the case of structures containing more than one level. In addition, each such residence dwelling shall include a private garage of not less than two (2) nor more than three (3) car capacity which shall be attached to the residence dwelling and (ii) One additional structure which shall (a) not be less than 120 sq. ft. nor more than 400 sq. ft., (b) shall be of similar exterior material as the main dwelling, (c) which shall not have any garage doors facing the street, (d) shall contain sufficient windows and architectural details to be architecturally pleasing, as determined in the sole opinion of the architectural committee and (e) shall not be placed in front of the main dwelling. All garages shall be side loading, with no garage doors facing the street, excepting corner lots.

1.3 Subject to paragraph 8.7 hereof, nothing contained in this Declaration shall prevent the use of a parcel of land composed of more than a single residential lot for one (1) single-family residence dwelling.

1.4 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of residential lots in the subdivision.

1.5 No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any residential lot.

1.6 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently, at the Property other than Developer's sales trailer. No manufactured home or pre-fabricated structure

of any kind shall be erected or placed on any residential lot, unless first approved as provided under Article II hereof. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the Plans approved therefore as provided under Article II hereof.

1.7 No truck, boat, bus, tent, mobile home, trailer, car, camper or other similar vehicle or housing device shall be stored at any time on a residential lot unless housed within a garage building. Roof mounted antennas and all other types of outside antennas are expressly prohibited on residential lots. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.8 No residential lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of residential lots), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such residential lot shall be removed there from. All structures must be completed by a residential lot owner within one (1) year after the date of the beginning of the construction thereof. No sod, dirt or gravel, other than that incidental to construction of approved structures, shall be removed from any residential lot without the prior written approval of the Owner, its successors and assigns.

1.9 Any pets at the Property shall be maintained within residence dwellings. Dogs and cats shall be permitted outside residential dwellings only if leashed or contained in a manner approved by Owner.

1.10 All rubbish, garbage and debris (combustible and non-combustible) on residential lots shall be stored in underground containers, in containers entirely within the garage or basement or, if approved as provided under Article II hereof, in outside containers. Additional regulations for the storage, maintenance and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Owner, its successors and assigns, or the Association (as hereinafter defined).

1.11 During the period of construction of a residence on a lot, the lot owner shall maintain a clean building site, free from debris. Said lot owner must keep the street free from dirt and mud which may, at any time, erode, wash from, be tracked, transported, or driven from, or otherwise be transported from said owner's lot. No dirt or construction debris may be placed on adjacent or vacant lots. In the event the Owner determines that a construction site (including debris that may have been deposited on adjacent lots) requires clean-up, the Owner shall notify the lot owner. The lot owner shall immediately clean up the site. In the event the debris or dirt is not removed, the Owner has the right to clean said debris and the cost of such clean up plus 15% shall be paid by the lot owner to the Owner (or, at Owner's option, the cost of such clean up shall be added to and become part of the assessment to which such residential lot is subject). During construction the lot owner shall provide a dumpster, container, or fenced area (or, at Owner's option, the cost of such

dumpster shall be added to and become part of the assessment to which such residential lot is subject) that will prevent the blowing of debris. In the event the lot owner does not supply such a container, the Owner, at Owner's option, may place a dumpster on site. The lot owner will pay to Owner the cost of such dumpster plus 20% (or, at Owner's option, the cost of such dumpster shall be added to and become part of the assessment to which such residential lot is subject)

1.12 No signs of any character other than signs of not more than ten (10) square feet in the aggregate (on all sides) advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any residential lot without the prior written permission of the Owner, its successors and assigns, or the Association; and the Owner, its successors and assigns, or the Association, shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.13 All electric and telephone facilities and services (with the exception of junction and connection boxes) at Crosscreek Woods Plat Two shall be underground with the exception of (a) those above-ground services, if any, existing on the date hereof, and (b) any new or replacement poles, facilities or services located along such exterior portions of the Property as are adjacent and contiguous to the public rights-of-way accessing the Property, provided that said new or replacement poles, facilities or services shall be located within the 10 foot strip of land at the exterior of such portions of the Property.

1.14 No structure (including a fence, wall, hedge, deck, porch, or other enclosure) or any part thereof shall be erected, placed or maintained on any residential lot nearer to the street or the street line or lines than any building line(s), building setback line(s) or building area(s) shown on Crosscreek Woods Plat Two, except for a fence, hedge, wall, deck, porch or other enclosure which shall first have been approved as provided under Article II hereof. Further, no structure (including a fence, wall, hedge, deck, porch or other enclosure) or any part thereof shall be erected, placed or maintained on any residential lot nearer to the front, side or rear lot line than is permitted by the Codes.

1.15 No portion of any residential lot nearer to any street than the building line(s), building setback line(s) or building area(s) shown on Crosscreek Woods Plat Two shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portions of residential lots for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fences, hedges, walls or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying said residential lots.

1.16 No unsightly weeds, underbrush or other object of any kind shall be permitted to grow or remain on any part of a residential lot. This paragraph 1.16 shall be construed to prohibit the planting or maintaining of farm crops or grains on residential lots. Vegetable gardens not to exceed 5% of the lot area are permitted in the rear yard.

1.17 No trash burner, outdoor fireplace or other outdoor device expelling gas or smoke shall

be placed on any residential lot, unless first approved as provided in Article II hereof.

1.18 Notwithstanding any other provision of this Declaration, the Owner shall be permitted to construct and use construction and/or sales office(s) and model home(s) and sales trailer(s) on one or more lots at the Property. Contractors, as approved by Owner, may use model home(s) for sales offices for a period not to exceed one (1) year from the date of commencement of construction.

1.19 No satellite dishes larger than one meter or similar receiving or transmitting devices shall be permitted on any residential lot. No satellite dish shall be attached to any portion of the residence facing the street or public right of way. No dish shall be installed in the front yard of any lot.

1.20 No above ground swimming pool shall be permitted on any residential lot unless the swimming pool has a total water surface of less than eighty (80) square feet and a depth of less than two (2) feet.

1.21 No firearms of any type shall be discharged on the Property or on any lot at the Property.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Subsequent to the filing of this Declaration, the members of the Architectural Control Committee shall, after the Owner assigns to the Association its rights pursuant to this Section 2.1, be elected by the Association from time to time. Prior to the Owner assigning to the Association its rights pursuant to this Section 2.1, the Owner shall appoint all members of the Architectural Control Committee. The Architectural Control Committee for Crosscreek Woods Plat Two shall be comprised of three (3) members. Members of the Architectural Control Committee shall serve for one-year terms, or until a member□s earlier resignation, incapacity or death. Members of the Architectural Control Committee may be re-elected; provided, however, that no member of the Architectural Control Committee shall serve for more than three (3) consecutive one-year terms.

2.2 Detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, fences, walls, bridges, dams, driveways, sidewalks, mailboxes, hedges, landscaping and other enclosures and similar devices) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon any residential lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a residential lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the residential lot and shall be prepared by a competent architect or draftsman. No Tree greater than 5" in diameter, as measured at a distance of 1 foot

above natural ground elevation, shall be cut unless approved by the Architectural Committee. Plot plans shall show the trees that will be removed for construction. The trees shall be marked at the site for the architectural committee to view and shall not be removed unless approved by the Architectural Control Committee. Any lot owner that cuts a tree meeting the above criteria without the Architectural Control Committee approval shall be subject to a fine of $1000 per tree. A lien may be placed on the lot if this is not paid.

2.3 In requiring submission of the Plans as herein set forth, Owner contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of residential lots on the Property as a whole.

2.4 Any determination made by the Architectural Control Committee in good faith, shall be binding on all parties in interest.

2.5 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all residential lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. In addition, no alterations to the grades, slopes, and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any residential lot. The Plat depicts limits of construction and in no event shall any excavation, filling or construction be conducted beyond the limit of construction. Ravines are to remain undisturbed with the exception of the removal of underbrush and the planting of grass. Any lot Owner that disturbs ravine areas, and extends construction activity beyond the limits of "fill/excavation" shall pay a fine of $10,000 per occurrence and shall pay for restoration.

2.6 The front exterior finish of all residence dwellings shall be, brick, stone, wood or stucco type material, or such other finish as may be approved by the Architectural Control Committee. Aluminum and vinyl are expressly prohibited with the exception that aluminum shall be permitted on soffits and facias that are covered by gutters. Aluminum and vinyl siding are permitted on side and rear elevations except corner lots, where elevations facing any street must be brick, stone, wood or stucco type materials. All residence dwellings shall have wood windows (the exterior of which may be clad in aluminum or vinyl), and overhangs of not less than twelve (12) inches at the eve and not less than six (6) inches on the gable end. All residence dwellings, including the garages and any porches attached thereto, shall have roofs with pitches of not less than six (6) inches of rise per one (1) foot. All roof shingles must be laminate "dimensional" asphalt/fiberglass or cedar shake

shingles.

2.7 No basketball backboard shall be erected or attached to the front of any residence or garage or in front of the building line as set forth on Crosscreek Woods Plat Two and all such basketball backboards whenever or wherever erected shall be approved by the Architectural Control Committee.

2.8 All residence dwellings shall have a rustic wood mailbox as approved by the United States Postal Service and the Architectural Control Committee. All mailbox designs other than the preapproved design must be submitted to the Architectural Control Committee for approval and shall not be erected until the lot owner has obtained the approval of the Architectural Control Committee. A drawing of an approved mailbox is on file at the Owner□s office for inspection by all lot owners.

2.9 Upon the earlier of (a) two (2) years following the date of closing on the sale of a residential lot, or (b) the completion of construction of a residence dwelling thereon, each residential lot owner shall install and construct a sidewalk on such residential lot generally paralleling all public rights of way. The sidewalk shall be four (4) inches in depth except at drives where a six (6) inch depth must be provided, and shall be placed on firmly compacted dirt or stone. Corner lot owners shall extend such sidewalk through the public right-of-way to connect to street access areas where designated. If a residential lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 2.9, the Architectural Control Committee or the Owner shall have the right, without notice to the residential lot owner, to enter upon said residential lot and cause a sidewalk to be constructed thereon. In such case, the cost of such construction plus fifteen percent (15%) shall be payable upon demand to the Architectural Control Committee or the Owner (as the case may be) or shall, at the Owner's option be added to and become a part of the assessment (as hereinafter described) to which such residential lot is subject. Owner is not responsible for any settlement of sidewalk as a result of construction of streets, underground utilities, or residence.

2.10 It is the duty of the owner of each residential lot, at the expense of each such owner, to keep and maintain the sidewalks located on such owner□s residential lot in a good and clean manner and to clear the aforesaid sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereon, and each such owner shall indemnify and hold Monclova Township and the Owner harmless from any liability to any person resulting from such lot owner□s neglect, failure or refusal in performing said duty.

2.11 The Owner has established and prepared a master plan for the planting of trees on each residential lot, generally in the areas between the curb and sidewalk on or along the public rights-of-way adjacent to such residential lots. All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Each residential lot owner shall plant trees in the quantities and of the types set forth on said master plan, within the earlier of (a) one (1) year following the date of closing

on the sale of a residential lot to such owner, or (b) the completion of construction of a residence dwelling thereon. If a residential lot owner fails to plant said trees in accordance with this paragraph 2.11, the Architectural Control Committee or the Owner shall have the right, without notice to the residential lot owner, to enter upon said residential lot and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be payable upon demand to the Architectural Control Committee or the Owner (as the case may be) or shall, at the Owner's option, be added to and become a part of the assessment to which such residential lot is subject.

2.12 The Architectural Control Committee at its option may require that the Plans for any structures or other improvements be accompanied by a reasonable application fee to be applied by the Architectural Control Committee toward the costs associated with its review of such Plans.

ARTICLE III
CROSSCREEK WOODS HOMEOWNERS□ ASSOCIATION

3.1 There is hereby created by the Owner, who owns all of the residential lots at the present time, the Crosscreek Woods Plat Two Homeowners□ Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the residential lots at the Property. 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 the residential lots on the Property.

3.2 The Association shall have the following powers and rights:

(a) Subject to the provisions of this Declaration, (and such further applicable restrictions as may be imposed by any subsequent plat(s) of Crosscreek Woods) as well as other rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance and upkeep of (i) the Common Areas (as hereinafter defined), and (ii) any easement areas created or reserved in this Declaration or on the recorded plat of Crosscreek Woods Plat Two or any subsequent plat(s) of Crosscreek Woods, and (iii) the Pond and any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s)-of-way at the Property.

(b) To appoint the members of the Architectural Control Committee, in accordance with paragraph 2.1 hereof.

(c) 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, in any rules and regulations which the Association may promulgate pursuant hereto, or in any subsequent declaration(s) of Crosscreek Woods.

(d) 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 Crosscreek Woods Plat Two.

(e) 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.

(f) To collect and dispose of funds and assessments as provided in Article IV hereof, and as may be provided in any subsequent declaration(s) of Crosscreek Woods.

(g) 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.

(h) To acquire title from the Owner to any common areas (the "Common Areas") which may be designated for the common use and enjoyment of residential lot owners in the recorded plat of Crosscreek Woods Plat Two or in any other subsequent recorded plat(s) of Crosscreek Woods.

(i) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon.

(j) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other

amenities intended for the common use and enjoyment of the residential lot owners and located within the boulevard islands, if any, the cul-de-sac islands, if any, or any other portions of the public right(s)-of-way at the Property.

(k) To maintain, repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the residential lot owners and located within the public right(s)-of-way at the Property.

(l) 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, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph 3.2; to pay all real estate, personal property and other taxes levied against the Association or any of the 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 paragraph 3.2.

(m) 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; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent Declaration(s) of Rights and Restrictions of Crosscreek Woods Plat Two and all subsequent plats thereof.

3.3 Each Member of the Association other than the Owner, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member owns. Fractional lots, (as subject to Section 8.7), shall have a vote equal to the prorated percentage of ownership. 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 Owner holds

title to any residential lot(s) in Crosscreek Woods Plat Two or in any subsequent plat of Crosscreek Woods as above described, the Owner shall be entitled to five (5) votes for each residential lot owned by it.

ARTICLE IV
ASSESSMENTS OF OWNERS

4.1 Each and every residential lot and residential lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The initial annual assessment shall be $150.00 per residential lot, and such amount may be reasonably adjusted from year to year in the discretion of the Association. Fractional lots (subject to approval per Section 8.7 herein) shall be responsible for the prorated percentage of ownership multiplied by the annual assessment.

4.2 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 Owner upon which no construction has commenced shall be 50% of the amount of the annual assessment for all other residential lots. Annual assessments for each calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. Further, Owner does not guarantee or make any representations regarding the sufficiency of such assessments for the purposes set forth herein.

4.3 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 Article III. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties; provided, however, that the Association shall not expend an amount greater than $5,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association. Upon demand of any residential lot owner and after payment of a reasonable charge therefore, 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.

4.4 The Association (or Owner prior to establishment of Association) shall have a perpetual lien upon the residential lots to secure the payment of the annual assessments and such other assessments or charges as may be owed pursuant to the terms of this Declaration and each such assessment shall also be the personal obligation of the owner or owners of each residential lot at the time when the assessment becomes due. The lien of the annual assessments shall arise against each

residential lot on the first day of the year in which it is due and shall be prorated between the owners of parts of residential lots in accordance with the proportion which the area of each part of a residential lot to which each owner holds record title bears to the total area of the residential lots against which the annual assessment is made. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Crosscreek Woods Plat Two Homeowners' Association claims a lien for unpaid annual assessments for the years_____ in the amount of $_____ against the following described premises:

(Insert Legal Description)

Crosscreek Woods Plat Two
HOMEOWNERS' ASSOCIATION

By_____

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by _____, the _____ of Crosscreek Woods Plat Two HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

_____
Notary Public

4.5 In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each residential lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner

may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any residential lot shall not affect the assessment lien, or relieve the residential lot from liability for any assessments or from the lien thereof; provided, however, that the sale or conveyance 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 conveyance.

ARTICLE V
EASEMENTS

5.1 The Owner reserves to itself and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation, maintenance, repair and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated with the words "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area", or with words of similar import, on Crosscreek Woods Plat Two, and along and upon all highways and rights-of-way now existing or hereafter established and abutting all the lots in Crosscreek Woods Plat Two. The Owner also reserves to itself and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on Crosscreek Woods Plat Two as "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area" or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

5.2 No owner of any residential lot in Crosscreek Woods Plat Two shall have the right to reserve or grant any easements or rights-of-way upon or over any of the residential lots in Crosscreek Woods Plat Two without the prior written consent of the Owner, its successors and assigns.

5.3 The Owner reserves to itself, and to its successors and assigns, the exclusive right to extend any of the public rights-of-way in Crosscreek Woods Plat Two to any Adjacent Property that may be made the subject of a subsequent plat or plats as an extension of Crosscreek Woods Plat Two or to any other adjoining property owned by the Owner.

ARTICLE VI
COMMON AREAS; ETC.

6.1 Each member of the Association, in common with all other members of the Association

as owners of residential lots, shall have the right to use the Common Areas at the Property for all purposes incident to the use and occupancy of such member's residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other residential lot owners to the use and enjoyment of the Common Areas for such other incidental uses as are set forth in this Article VI. All members shall use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association.

6.2 The boulevard islands, if any, and cul-de-sac islands, if any, located throughout the Property, although contained within the public right-of-way, are intended to be treated as if such boulevard islands and cul-de-sac islands are part of the Common Areas. Said boulevard islands and cul-de-sac islands shall contain landscaping and/or signage which shall be maintained and replaced, from time to time, by the Association.

6.3 Owner may at Owner's sole discretion construct one or more entrances into Crosscreek Woods Plat Two, and other improvements benefiting all Plats and Phases of Crosscreek Woods. The owners of the residential lots on the Property shall use the entrances, and other such improvements subject to all restrictions imposed thereon by the respective Plats and Declarations of Rights and Restrictions benefit and burdening same.

6.4 No owner of any residential lot shall permit any discharge or erosion of soil, dirt, chemicals, sediment or other materials from such owner's residential lot into the Pond, into any of the Drainage Easement areas shown on Crosscreek Woods Plat Two or into any other pond, lake or body of water on or adjacent to the Property, the Adjacent Property or any other adjoining property, whether before, during or after the construction of any structure or residence dwelling on such residential lot. In addition, under no circumstances shall the owner of any residential lot have the right to diminish, control or affect the level, volume or amount of water in the Pond by means of irrigation or otherwise.

6.5 In the event the Owner elects to construct a pond, the owners of residential lots shall not have any right to use the Pond for recreational purposes and such use shall be strictly prohibited, unless otherwise provided by the Association. Any necessary maintenance of the Pond shall be the responsibility of the Association. No power boats, motor boats, electric motors, gasoline-powered motors or other motors of any kind shall be permitted on the Pond. Reasonable rules and regulations governing the use of the Pond may be promulgated from time to time by the Owner, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners.

6.6 The Owner, its successors and assigns, shall have the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Areas to the Association, and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose. At such time as the Owner, its successors or assigns, executes and records with the Lucas County Recorder a document declaring such merger, the Crosscreek Woods Plat Two Homeowners Association and the Crosscreek Woods Plat Two Homeowners' Association shall become part of and

merge into the Crosscreek Woods Plat Two Homeowners' Association and all rights and obligations held by the Association hereunder shall merge into and become part of the joint rights and obligations of the Crosscreek Woods Plat Two Homeowners' Association. Such merger shall, effective concurrently therewith, be deemed a partial amendment to this Declaration and to the Crosscreek Woods Plat Two Declaration of Rights and Restrictions to the extent necessary to require the context hereof to read consistent with the intent of this Declaration including, but not limited to, amending the name of Crosscreek Woods Plat Two Homeowners' Association to the term "Association" as it appears in the Declaration of Rights and Restrictions for Crosscreek Woods Plat Two. In addition, at the time of such merger, the association members for all Crosscreek Woods Plats subject to such merger shall have equal rights to use and obligations to maintain the common areas contained in all Plats of Crosscreek Woods subject to such merger. Owner, its successors or assigns, may be similar action and upon similar terms, merge any subsequent Crosscreek Woods Plat Homeowners' Association(s) into any previous Homeowners' Associations.

6.7 Notwithstanding the provisions of paragraph 3.2 and any designation of Common Areas on Crosscreek Woods Plat Two or any plat of the Adjacent Property, 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 such Common Areas unless and until the Owner shall convey such Common Areas to or for the benefit of the Association. Thereafter, the owners of the residential lots at the Property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles and Code of Regulations, if any, of the Association.

6.8 In connection with the development and platting of Crosscreek Woods Plat Two, the Owner has granted or will grant certain drainage easements to the Board of Lucas County Commissioners over portions of the areas designated on Crosscreek Woods Plat Two as "Drainage" and "Drainage Easement" or with words of similar import. Included in the areas subject to these drainage easements may be the Pond, ravines, ditches, and any other bodies of water located on the Property and/or on the Adjacent Property, and the associated storm outlets and overflow lines, lake level control lines, storm sewer outflow lines outside the roadway rights of way, and storm water discharges from the storm drainage system (collectively, the "Drainage Facilities"). The Drainage Facilities comprise part of the drainage system for the entire Crosscreek Woods Plat Two and Adjacent Property. The Drainage Facilities shall be kept clear and free of debris and otherwise maintained (as determined by the Lucas County Engineer, or otherwise) by the Association, from time to time. In this regard, all residential lots shall be subject to drainage maintenance assessments in the event that, and at such time as, the Lucas County Engineer determines that the Association is not property maintaining the Drainage Facilities, in which case the amount and method of assessment shall be determined by the Lucas County Engineer. In such event, no part other than the residential lot owners shall have any liability or responsibility for maintenance of the Drainage Facilities or for any assessments or costs relating thereto.

ARTICLE VII
DURATION OF RESTRICTIONS; AMENDMENTS

7.1 This Declaration shall run with the land and shall be binding upon the Owner and all owners of residential lots, and all persons claiming under or through any one or more of them until December 31, 2025, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 This Declaration may be amended prior to December 31, 2025 with the written approval of the then owners of not less than 60% of the votes of the owners of all residential lots as determined under Section 3.3, 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 approving residential lot owners with the formalities required by law. This Declaration may be terminated as of December 31, 2025 and may be amended or terminated thereafter with the written approval of the owners of not less than 50% of the votes of the owners of all residential lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

8.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Owner, the Architectural Control Committee, 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 covenant, agreement or restriction 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.

8.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order, or amendment hereof by act of the owners of residential lots, shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

8.3 All transfers and conveyances of each and every lot in Crosscreek Woods Plat Two shall be made subject to this Declaration.

8.4 Any notice required to be sent to any owner of a residential lot in Crosscreek Woods Plat Two or to the Owner or to the Architectural Control Committee or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Owner or to any member of the Architectural Control Committee or to the Association as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee or on the records of the Association.

8.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Owner shall be freely assignable and shall inure to the benefit of the successors and assigns of the Owner.

8.6 The Owner, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

8.7 No owner of any residential lot shall subdivide the same or convey less than the whole of any residential lot without first obtaining the written consent of the Owner, its successors and assigns, or the Association.

8.8 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.

8.9 Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent that if, in the opinion of the Owner, its successors and assigns, the shape of, dimensions or topography of the residential lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on Crosscreek Woods Plat Two, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Owner, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such residential lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Owner, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify this Declaration by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

8.10 In the event of a material change in conditions or circumstances from those existing at the time this Declaration is adopted which would cause the enforcement of this Declaration to become a hardship upon any of the owners of residential lots, or which would cause this Declaration to cease being beneficial to the owners of such residential lots, the Owner, its successors and assigns, after receiving the written approval of the owners of not less than 60% of the votes of the owners of all residential lots, may modify this Declaration so as to remove the hardship or to otherwise benefit the affected residential lot owner. The provisions of this paragraph 8.10 shall not be construed as a limitation upon the right of the Owner to modify the provisions of this Declaration as provided in paragraph 8.9 nor shall it limit the provisions of Article VII hereof.

8.11 By acceptance and recording of a deed to a residential lot in Crosscreek Woods Plat Two, each residential lot owner shall be deemed to have acknowledged and agreed that there are no representations, express or implied, by the Owner or the Association with respect to the merchantability, fitness or suitability of the Property for the construction of residences, with respect to any improvements on the Common Areas (whether or not constructed by the Owner) or otherwise with respect to Crosscreek Woods Plat Two other than as expressly stated in writing (a) by the

Owner to the residential lot owner; (b) in this Declaration; or (c) in the Articles of Incorporation or Code of Regulations (if any) of the Association and each residential lot owner, by the acceptance and recording of a deed to a residential lot, hereby releases the Owner from any liability with respect thereto. Furthermore, the Owner is under no obligation or duty to inspect, maintain or otherwise care for property designated as Common Area, any equipment erected or maintained thereon nor any easement over any Common Area, and the owners of residential lots hereby release and indemnify the Owner, to the fullest extent permitted by law, of and from any and all losses sustained, whether arising in tort or otherwise, on the Common Area(s). In addition, the trustees, officers, employees and agents of the Association are hereby released and indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including actions taken under this Declaration.

8.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association, the provisions of this Declaration shall take precedence, govern and control.

8.13 As a disclosure to any owners of Crosscreek Woods lots, Owner intends to develop property adjacent to and within one mile radius of Crosscreek Woods into single family, zero lot line single family, villa, and/or condominium uses. Crosscreek Woods owners shall support such development by Owner.

8.14 As used in this Declaration, the term "owner" shall be defined to mean the record title owner.

IN WITNESS WHEREOF, the Port Lawrence Title and Trust Company, Trustee, acting by and through its duly authorized representatives, has caused this Declaration of Rights and Restrictions to be executed on its behalf this 12th day of January, 2004.

Signed and acknowledged

in the presence of:

Patricia A. Lammon

Patricia A. Lammon

Julie A. Meisner

Julie A. Meisner

Port Lawrence Title and Trust Company, Trustee

By: Fred C. Meyer

Fred C. Meyer, Vice President

Its Vice President

By: Tam E. Salsberry

Tam E. Salsberry, Vice President

Its Vice President

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

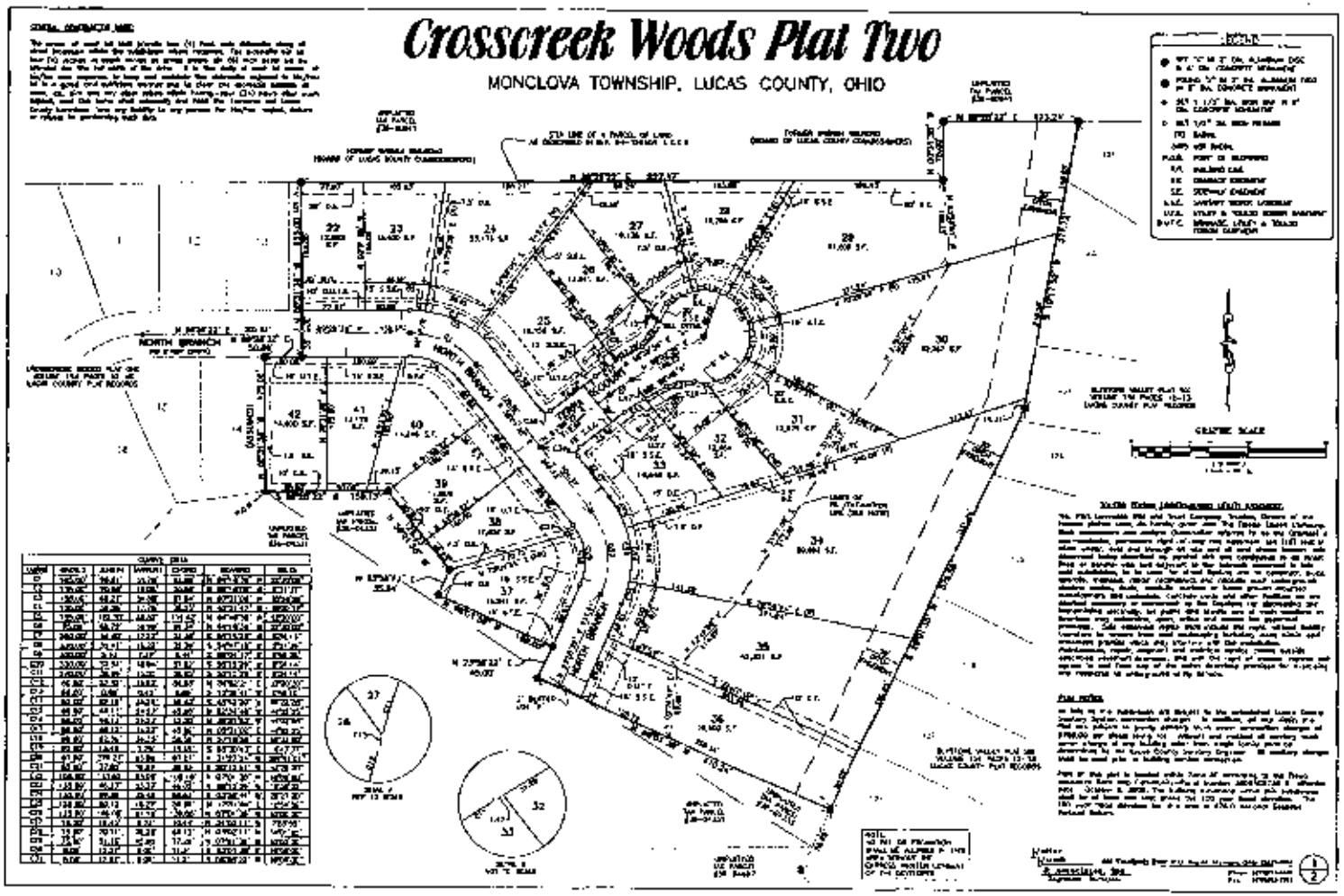
The foregoing instrument was acknowledged before me this 12 day of January, 2004 by Fred C. Meyer, the Vice President, and by Tam E. Salsberry, the Vice President of the Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of the corporation.

JULIE A. MEISNER
Notary Public, State of Ohio
My Commission Expires 7-20-06

Julie A. Meisner
Notary Public

Crosscreek Woods Plat Two

MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO



MORTGAGEE'S CONSENT

The undersigned Sky Bank, an Ohio corporation, the holder of a certain open-end mortgage encumbering the lands included in Crosscreek Woods Plat Two, which mortgage is dated January 30, 2003 and recorded at File No. - 03-880810 of the Lucas County, Ohio Mortgage 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 Lucas 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 Sky Bank, has caused this consent to be executed by its duly authorized officers as of January 12th, 2004.

Signed and acknowledged
in the presence of:

Patricia K. Steusloff

Sky Bank

By [signature] V.P.
Rodney R. Frey
Its Vice President

By

Its

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 12th day of January, 2004 by Rodney R. Frey, the Vice President and the of Sky Bank, an Ohio corporation, on behalf of the corporation.

Patricia K Steusloff

NOTARY PUBLIC STATE OF OHIO

PATRICIA K. STEUSLOFF
Notary Public, State of Ohio
Commission Expires 6/26/06

Return to:
PLT Box
free