TREMORE
(FKA DEER LAKE)

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR TREMORE FORMERLY KNOWN AS DEER LAKE

TABLE OF CONTENTS

15036

		Page No.
ARTICLE I	DEFINITIONS	2
1.01	ARC	2
1.02	Association	2
1.03	Building and Natural Area Line	2
1.04	Common Property	2
1.05	County	3
1.06	Declarant	3
1.07	Declaration	3
1.08	Edge of the Lake	3
1.09	Governmental Regulations	3
1.10	Improvement	3
1.11	Lake	4
1.12	Lake Building Line	4
1.13	Lot	4
1.14	Maintenance Fund	4
1.15	Member	4
1.16	Owner	4
1.17	Person	4
1.18	Planning Criteria	4
1.19	Private Way	4
1.20	Rules	4
1.21	Shoreline Area	4
1.22	Subject Property	4
1.23	Survey	5
1.24	Tremore	5
ARTICLE II	REGULATION OF USES	5
2.01	Land Use	5
2.02	Subdivision	5
2.03	Offensive Activity	5
2.04	Household Pets and Livestock	5
2.05	Storage of Vehicles or Equipment and Garage Doors	6
2.06	Maintenance	6
2.07	Garbage and Garbage Containers, and Collection	7
2.08	Burning	7
2.09	Storage Tanks	7
2.10	Mineral Exploitation	7
2.11	Burying and Dumping	8
2.12	Laundry & Clothes Drying	8
2.13	Radio Transmission Equipment	8
2.14	Pumping	8
2.15	Water and Sewage Facilities	8
2.16	Signs	8
2.17	Grades and Drainage	9
2.18	Protection of Natural Area	9

90 738A05

2.19 No Access to Public Rights Of Way 9
2.20 Declarant's Use 9

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE 10

3.01 Composition of ARC 10
3.02 Planning Criteria 10
3.03 Duties 11
3.04 Meetings of the ARC 12
3.05 No waiver of Future Approval 13
3.06 Non-Liability of ARC 13
3.07 Variances 13
3.08 Reimbursement 13
3.09 Enforcement of Criteria for Building Plans and Specifications 14

ARTICLE IV THE ASSOCIATION 14

4.01 Organization 14
4.02 Purpose 14
4.03 Membership 14
4.04 Voting Rights 15
4.05 Approval by Members 16
4.06 Duties of the Association 16
4.07 Powers and Authority of the Association 18
4.08 Maintenance Agreement 19
4.09 Exterior Repairs and Maintenance 19
4.10 Rules 20
4.11 Liability of Board Members 20

ARTICLE V COMMON PROPERTY AND PRIVATE WAY 21

5.01 Conveyance 21
5.02 Improvement of Common Property 21
5.03 Property Rights 22
5.04 Restrictions on Use of Private Way 22

ARTICLE VI ASSESSMENTS 23

6.01 Creation of the Lien and Personal Obligation of Assessments 23
6.02 Maintenance Fund 23
6.03 Purpose of Assessment 24
6.04 Annual Assessment 25
6.05 Special Assessments for Capital Improvements . . . 25
6.06 Notice and Quorum for any Action Authorized Under 6.05 25
6.07 Uniform Rate of Assessment 25
6.08 Date of Commencement of Annual Assessments 25
6.09 Individual Assessments 26
6.10 Effect of Non-Payment of Assessments: Remedies of the Association 27

90 738A06

6.11 Enforcement of Lien 27

ARTICLE VII EASEMENTS, LICENSE, RESTRICTIONS ON LAKE 28

7.01 Construction of Lake 28
7.02 Ownership of Lake 28
7.03 Grant of License Upon Conveyance of Lot 28
7.04 Non-exclusive License 28
7.05 Grant of License to Owners 28
7.06 Limitation on Use 29
7.07 License Limited to Lake 29
7.08 Docks and Other Structures 29
7.09 Chains, Cables 29
7.10 Motors 29
7.11 Dumping 29
7.12 Commercial Activity 29
7.13 Maintenance of Shoreline Area 30
7.14 Stocking and Fishing 30
7.15 Herbicides and Other Chemicals 30
7.16 Feeding of Ducks and Geese 30
7.17 Construction of Lake 30
7.18 Exculpation from Liability and Responsibility for Maintenance and Design 31
7.19 Exculpation from Liability and Responsibility for Damages 31
7.20 Enforcement 32
7.21 License Appurtenant to Lots 32
7.22 Owner's Covenant 32

ARTICLE VIII RESERVATIONS AND EASEMENTS 32

8.01 Reservation of Utility Easements on Survey 32
8.02 Private Way Easement 33
8.03 Reservation of Right to Consent to Construction . 33
8.04 Maintenance of Easements 34
8.05 Association Easement 34
8.06 Future Easements 34

ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS 35

9.01 Laws and Ordinances of the State of Ohio 35
9.02 Rules and Regulations 35
9.03 Duration 35
9.04 Notice 35
9.05 Hearing 36
9.06 Enforcement 36
9.07 Precedence Over Less Stringent Governmental Regulations 36
9.08 Severability 37
9.09 Amendment 37
9.10 Waiver 39

(

90 738A07

9.11 Ratification, Confirmation and Approval of Agreements 39
9.12 Constructive Notice and Acceptance 39
9.13 Assignment of Declarant's Rights and Interests . . 39

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, LICENSE AND EASEMENTS
FOR TREMORE FORMERLY KNOWN AS DEER LAKE

This Restatement of Declaration is made and executed this 5th day of June, 1990 by Rostan, Inc., an Ohio corporation, (the "Declarant").

WITNESSETH

WHEREAS, the Declarant, is the record owner of fee simple title to certain real property situated in Lucas County, Ohio, which is more particularly described in Exhibit A attached hereto and made a part hereof, (sometimes referred to as the "Subject Property" and sometimes as "Tremore"); and

WHEREAS, Declarant on June 20, 1989, adopted a Declaration of Covenants, Conditions, Restrictions, Reservations, License and Easements to insure the orderly development, improvement, and maintenance of the Subject Property, said Declaration being recorded in the Public Records of Lucas County at Microfiche No. 89-863A10 through 89-863E02; and

WHEREAS, Declarant being the Owner of all of the Lots in Tremore, pursuant to Section 9.08(d) of the previously recorded Declaration, desires to amend and restate said Declaration in its entirety; and

WHEREAS, Declarant desires to continue to provide a general and uniform plan for the orderly development and improvement of the Subject Property and for the maintenance of the Lake, the Common Property (and all parts thereof including the Private Way) and Easements (as hereinafter defined in Article VIII) to insure that the Subject Property is developed, improved, used, occupied, maintained and enjoyed as an architecturally, harmonious and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Owners;

NOW THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions, Restrictions, Reservations, License and Easements dated June 20, 1989, and recorded on June 23, 1989, in the Public Records of Lucas County at Microfiche No. 89-863A10 through 89-863E02 is hereby amended and superseded by the terms hereof and no longer of any force and effect and the real property described in Exhibit A attached hereto and made a part hereof is hereby released from the encumbrances thereof and, further, that the real estate described in Exhibit A attached hereto and made a part hereof is and shall hereafter be held, conveyed, sold, encumbered, leased and used subject to the following covenants, conditions, restrictions, easements, licenses and reservations which are for the purpose of protecting the value and desirability of, and which will run with the Subject Property; shall be binding on all parties having or acquiring any right, title or interest in

the Subject Property or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Subject Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest, and may be enforced by Declarant, by any Owner or its successors in interest, or by the Association.

ARTICLE I

DEFINITIONS

1.01 "ARC" shall mean and refer to the Architectural Review Committee created and established pursuant to Article III and having the responsibilities set forth therein.

1.02 "Association" shall mean and refer to Tremore Homeowners' Association, a corporation not for profit which Declarant shall cause to be formed and to which shall be delegated and assigned the power, authority, duty and obligation: (a) to enforce and administer the covenants, conditions, restrictions, reservations, license and easements governing the Subject Property contained herein, including without limitation the Lake, the Common Property, or any part thereof including the Private Way and all buildings erected on any portion of the Subject Property and the uses of such buildings; (b) to collect and disburse all assessments and charges deemed necessary for such maintenance, administration and enforcement; (c) to maintain the Common Property, or any part thereof including the Private Way, and the Lake, including any recreational facilities thereon; and (d) to perform such other services as may be deemed desirable to benefit the Owners all as hereinafter provided.

1.03 "Building and Natural Area Line" shall mean and refer to the line shown on the Survey one hundred (150) feet from the center line of the public rights of way adjoining the Subject Property.

1.04 "Common Property" shall mean and refer to all real and personal property from time to time owned by the Association for the common use, enjoyment and benefit of all Owners including the areas of land shown on the Survey, as defined herein, and designated in this Declaration for use as entry features, as easements and facilities for surface water management, and the easements for ingress and egress to the public rights of way, and such other property or easements conveyed or dedicated to the Association hereafter. More specifically, the Common Property includes the following properties as shown on the Survey and all Improvements located therein or thereon: the Sign Easements, the lake drainage outfall (located within the sanitary and utility easement running from the southeast corner of the Lake to the corner of Hill Avenue and Centennial Road), and the Private Way easement. The Common Property does not include the Lake and the

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following utility systems located within the Sanitary and Utility Easements on the Survey: the potable water distribution and sanitary sewer systems of the County, the electric power lines and facilities of The Toledo Edison Company, the telephone lines and facilities of The Ohio Bell Company, and the natural gas lines of the Ohio Gas Company, and the cablevision lines and facilities of Buckeye Cablevision Company.

1.05 "County" shall mean and refer to Lucas County, a political subdivision of the State of Ohio, specifically including each and all of its departments and agencies.

1.06 "Declarant" shall mean and refer to Rostan, Inc., an Ohio corporation, and its successors and assigns who acquire all or substantially all of the interest of Rostan, Inc. in the Subject Property and assumes the obligations of Rostan, Inc. for the development of the Subject Property as determined by Governmental Regulations and this Declaration.

1.07 "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, License and Reservations for Tremore and all amendments, modifications and supplements thereto as are from time to time properly enacted.

1.08 "Edge of the Lake" shall mean and refer to the edge of the water as it may be at any particular time.

1.09 "Governmental Regulations" shall mean and refer to all applicable laws, statues, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgements or other requirements of any governmental authority having jurisdiction over the Subject Property or any Improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.10 "Improvement" shall mean and refer to all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, docks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, antennas, water softener fixtures or equipment, pools, pool houses, pool equipment or fixtures, tennis courts and all tennis court fixtures, equipment, or fences, playground equipment and swingsets of any type, and tree houses. Improvement shall also mean any excavation or fill and any diversion ditch, fill or other device which affects or alters the natural flow or level of water over any portion of the Subject Property.

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1.11 "Lake" shall mean and refer to the 30 acre lake to the edge of the water as it may exist from time to time as shown on the Survey, as defined herein, and called Lake Tremore.

1.12 "Lake Building Line" shall mean and refer to the line which is a minimum of twenty-five (25) feet into the woods or one-hundred feet from the Edge of the Lake whichever is greater as shown on the Survey, as defined herein.

1.13 "Lot" shall mean and refer to any numbered plot of land shown upon the Survey of the Subject Property and described in Exhibit A attached hereto.

1.14 "Maintenance Fund" shall mean and refer to a fund composed of the total revenues received by the Association from the Regular Assessments, Special Assessments and Individual Assessments levied by the Association pursuant to Article VI hereof.

1.15 "Member" and/or "Members" shall mean and refer to all those Owners who are entitled to membership in the Association as provided in Article IV hereof.

1.16 "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subject Property including the Declarant, its successors and assigns, but excluding those having an interest in any such Lot, merely as security for the payment of a debt or the performance of any obligation.

1.17 "Person" shall mean and refer to a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.18 "Planning Criteria" shall mean and refer to the guidelines for construction and maintenance of all Improvements upon Lots which guidelines are set forth in Exhibit B attached hereto and made a part hereof.

1.19 "Private Way" shall mean and refer to the private road called Tremore Way as delineated on the Survey or as it may hereafter be changed.

1.20 "Rules" shall mean and refer to the Rules adopted by the Association pursuant to Section 4.10 hereof, as they may be amended from time to time.

1.21 "Shoreline Area" shall mean and refer to the area between the Edge of the Lake and the Lake Building Line.

1.22 "Subject Property" shall mean and refer to all lands included within and comprising Tremore, as hereinabove described on Page 2 of this Declaration, on Exhibit "A", and also described and depicted on the Survey.

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1.23 "Survey" shall mean and refer to the Plat of Survey of Tremore as shown on Exhibit C attached hereto and made a part hereof. The Survey referred to herein shall supersede and replace the Survey previously recorded in the Public Records of the County at Volume 125 of Plats, page 40.

1.24 "Tremore" shall mean and refer to Tremore, the single family residential community planned for and developed on the Subject Property as reflected on the Survey.

ARTICLE II

REGULATION OF USES

2.01 Land Use. Each Lot shall be used and occupied only for one private single family residential purposes. No structure shall be erected or permitted to remain on any Lot other than one residential dwelling, unless otherwise permitted by this Declaration and approved in writing by the ARC. No building or any portion thereof or other Improvement situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot. No industry, trade, business, occupation or profession shall be conducted, maintained or permitted upon any portion of any Lot; except than an Owner may maintain a home office for his own business use solely limited to office work as long as employees, clients, customers or the like do not come onto any Lot for any purpose related to the Owner's use of any home office.

2.02 Subdivision. No Lot shall be resubdivided, replatted or divided.

2.03 Offensive Activity. No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon any Lot or on any portion of the Subject Property, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood of Tremore.

2.04 Household Pets and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than a total of three (3) dogs, cats, or other usual household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose; and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant or the Association, become dangerous or an annoyance or nuisance to other residents, the neighborhood, nearby property, or wildlife, they may not thereafter be kept in or on the Lot.

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2.05 Storage of Vehicles or Equipment and Garage Doors. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, unless such vehicle or object is completely concealed inside a garage or enclosure approved in writing by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, have current license plates, are in daily use as motor vehicles on the streets and highways of the State of Ohio, and which do not exceed one-half (1/2) ton capacity are excepted herefrom provided that they shall not be parked overnight in the public rights of way or the Private Way . No portion of any Lot shall be used as a parking area for vehicles used in an Owner's trade or business, other than a private passenger automobile.

(a) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of an approved Improvement in the immediate vicinity.

(b) After twenty-four (24) hours written notice, any vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Association concerning vehicles may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such vehicle in violation of these restrictions or such rules and regulations, which expense shall constitute an Individual Assessment as provided in Section 6.09 hereof. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Section 2.05(b) shall be grounds for relief of any kind.

(c) All garage doors shall be maintained in operable condition and remain closed at all times, save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein.

2.06 Maintenance. Each Lot and all Improvements, including landscaping located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsafe

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or unsightly. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, dangerous tree limbs, trash and rubbish, and any other unsightly objects. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or debris of any kind. In the event the Owner fails to comply with this Section 2.06 then, after giving the Owner fourteen (14) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot to remove rubbish and any unsightly or undesirable things and objects from the Lot, cut the grass in the Shoreline Area, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment against the Lot as provided in Section 6.09. Such entry by the Association upon a Lot shall not be deemed a trespass. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves for itself and each Owner shall have the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any dwelling located on such Lot is issued in such a manner so as not to create a nuisance to other Lots.

2.07 Garbage and Garbage Containers, and Collection. No garbage, trash containers or their storage areas shall be visible from the public right-of-way, the Privateway, any adjacent or neighboring property. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Further, all garbage and trash containers and their storage areas shall be designed and maintained so as to prevent wild animals from gaining access thereto. Additional regulations for the storage and disposal, and pick up of rubbish, debris, garbage and leaves may from time to time be established by the Association.

2.08 Burning. No burning of trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of the dwelling located on any Lot. Log piles shall not be stored in the Shoreline Area.

2.09 Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be visible from the Lake, the Private Way or any adjacent or neighboring property.

2.10 Mineral Exploitation. No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals of any type or kind shall be conducted on any Lot.

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2.11 Burying and Dumping. To prevent the souring and pollution of ground water and the Lake, all burying of all garbage, debris, ashes, cans, animal feces, leaves, chemicals and oil is specifically and permanently prohibited. Further, no fill shall be placed over leaves or other organic matter.

2.12 Laundry & Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on any Lot unless the same shall be placed inside of walls, fences, landscaping screens or similar type enclosures and then only on portable laundry dryers. In no event shall any of the same be permitted if visible from any adjacent or neighboring property.

2.13 Radio Transmission Equipment. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkies and the like, shall be operated on any Lot without the prior written consent of the Association, and such consent, once given, may be revoked by the Association in the event that the operation of any such equipment interferes with ordinary radio and television reception or equipment, including any central cable television, security system, or any other communication system.

2.14 Pumping. The Owner of any Lot shall not draw down the water from the Lake without written permission of the Association.

2.15 Water and Sewage Facilities. No individual sewage disposal system (septic field and leech field) shall be permitted on any Lot. No individual water supply system including a water well for the use of swimming pools, irrigation and other purposes may be installed, operated and maintained on a Lot without the prior written consent of the Declarant or the Association, which consent may be withdrawn from time to time by written notice to the Owners. Additional regulations related to water wells may from time to time be established by the Association.

2.16 Signs. No sign of any kind shall be displayed to public view on any Lot except one (1) professionally prepared sign of not more than thirty-six inches (36") by twenty-four inches (24") displaying the names or otherwise advertising the identity of the architect, contractor, subcontractor, real estate broker or the like employed in connection with the construction, installation, alteration, improvement upon or the sale or leasing a Lot; provided, however, such sign is first approved by the ARC. No such sign shall under any circumstances be placed in the Shoreline Area. Notwithstanding the foregoing provisions of this section 2.16, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any portion of any Lot, including the Shoreline Area, any portion of the Common Property, or any part of the Subject Property such signs as it

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deems appropriate in connection with the development, improvement, construction, marketing and sale of Lots constituting the Subject Property. Discreet signs visible from the Private Way with the address and name of the Owner may be displayed upon written approval of the ARC.

2.17 Grades and Drainage. The Declarant reserves the sole and exclusive right to establish grades and slopes, drainage easements and retention ponds on the Subject Property and to fix the grade at which any dwellings shall be erected or placed thereon. The grade at which any dwelling shall be erected as established by Declarant must be conformed to by Owner unless waived in writing by the ARC. No portion of any Lot shall be filled, graded or regraded without the express written consent of the Declarant. Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefor. No Owner shall be permitted to alter the grade or slope of any Lot or change the direction of, obstruct or retard the flow of surface water drainage, dig a pond or interfere in any other way with the established drainage pattern within the Subject Property unless adequate provision is made for proper drainage and is first approved in writing by the ARC. Provided, however, in the event Declarant, the Association, the County, or any other governmental body requires the modification of the slope or grade, the Owner of an affected Lot shall at the Owner's expense make adequate provisions to change the grade or slope of any portion of his Lot.

2.18 Protection of Natural Area. To preserve the natural beauty and privacy of the Subject Property, no Improvements, structure of any kind or fences or walls shall be permitted to be constructed or maintained within the natural area between the public rights of way and the Private Way, unless otherwise permitted by this Declaration and approved in writing by the ARC.

2.19 No Access to Public Rights Of Way. Owners shall be permanently prohibited from putting in an ingress/egress from any Lot to the public rights of way. The only permitted ingress/egress from each Lot shall be over the Private Way easement as granted in Sections 5.01 and 8.02 hereof.

2.20 Declarant's Use. Until Declarant has completed all of the contemplated Improvements and closed the sale of all the Lots, neither any of the Owner's, nor the Association's use of the Subject Property shall interfere with the completion of the contemplated Improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots, Lake, and the Common Property, or any part thereof including the Privateway, without any charge, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, storage barn, security guard area, the showing

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of the Subject Property and the display of signs and the use of Lots as parking lots or to walk or drive upon to reach another portion of the Subject Property notwithstanding anything contained herein to the contrary.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

No Improvements or other structure of any kind shall be commenced, erected or maintained upon any Lot located within the Subject Property nor shall any exterior addition to or change or alteration be made to any previously approved Improvements on a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures, natural vegetation, topography and drainage by the ARC, as hereinafter defined. To the extent required by the ARC, all structures shall reasonably blend with the natural surroundings.

3.01 Composition of ARC. The ARC shall consist of three (3) members. The following are hereby designated as the initial members of the ARC:

Kathie L. Van Gunten
Edward A. Van Gunten
George Oravecz

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ARC may be removed at any time without cause. At any time prior to the time that Declarant has sold the last Lot, or sooner if Declarant so determines in its sole discretion, the duties, rights, powers, and authority of the ARC shall be assigned by the Declarant to the Board of the Association, and from and after the date of such assignment and the acceptance thereof by the Board of the Association, it shall have full right, authority, and power and shall be obligated to perform the functions of the ARC, as provided herein in accordance with the Rules and Regulations and By-Laws, as amended from time to time, for the governance of the Board of Directors of the Association.

3.02 Planning Criteria. The Declarant, in order to give guidelines to Owners concerning construction and maintenance of Improvements located on Lots within the Subject Property, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria"), which is attached as Exhibit B. The Declarant declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the Planning

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Criteria set forth on Exhibit B, as amended from time to time by the ARC.

3.03 Duties. The ARC shall have the following powers and duties:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of which the Association has notice. Any amendment shall include any and all matters considered appropriate by the ARC not inconsistent with the provisions of this Declaration.

(b) To consider and act upon any and all proposals or plans and specifications submitted for its approval for Improvements or other structures which shall be commenced, erected or maintained upon the Subject Property as well as any exterior additions to or changes or alterations therein. For any of the above, as provided in the Planning Criteria, the ARC shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same. The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the overall development and the appearance of the Subject Property, as a whole and that the appearance of any structure affected thereby will be, in the unfettered discretion of the ARC in harmony with the surrounding structures and topography and aesthetically attractive and architecturally well designed.

(c) To approve any plans and specifications for Lot grading and landscaping, and the conclusion and opinion of the ARC shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARC shall determine that said improvement, alteration, addition or change is not consistent with the development plan formulated by the Declarant.

(d) To require to be submitted to it for approval of any samples of building materials proposed or other data or information necessary to reach its decision.

(e) To require each Owner to submit plans and specifications to the ARC prior to applying for any commitment for construction financing and/or obtaining a building permit. One set of plans and specifications shall become the property of the ARC. In the event the ARC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will

be deemed granted, provided, however, if additional plans, specifications, samples of materials are requested by the ARC, the running of the thirty (30) day period shall be tolled until the requested information is provided to the ARC. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approval of plans or specifications must be evidenced in writing by the ARC.

(f) To condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

(g) To issue rules or guidelines setting forth the procedures for the submission of plans for approval, requiring a fee of not to exceed one Hundred Dollars ($100.00) to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions.

(h) To require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, size, location and grade and location of the building envelope and driveway, floor plans, site plans, drainage plans, elevation drawings, complete landscaping plans, including size and type of plant and tree material, and description or samples of exterior material and colors. Until receipt by the ARC of any of the required plans and specifications and sample materials, the running of the thirty (30) day period for approval shall be tolled pursuant to paragraph 3.03(a).

(i) To employ, retain and compensate as consultants for the review of plans and specifications architects, landscape architects, engineers and building contractors.

(j) In addition to the ARC, the members of the Association shall have the authority, from time to time, to include within the promulgated Planning Criteria other restrictions, or amendments to existing restrictions considered appropriate by the Members of the Association not inconsistent with the provisions of this Declaration. Any such amendment shall be made in accordance with this Declaration, the Rules and Regulations and By-Laws, as amended from time to time, for the governance of the Association.

3.04 Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any

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duties for and on behalf of the ARC, except the granting of variances pursuant to Section 3.09. In the absence of such designation the vote of any two (2) members of the ARC taken with or without a meeting, shall constitute an act of the ARC.

3.05 No waiver of Future Approval. The approval of the ARC of any proposals, plans, specifications, or drawings for any work done or proposed or any approval in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawing or matter whatever subsequently or additionally submitted for approval or consent.

3.06 Non-Liability of ARC. Neither the ARC nor any member thereof shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of the ARC. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the Subject Property. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

3.07 Variances. The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, and authorize the placement of structures nearer to lot lines than otherwise provided for herein when circumstances such as topography, natural obstructions, hardship, lot size or configuration aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARC. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance.

3.08 Reimbursement. The members of the ARC shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder, including the payment of consultants retained as authorized in Section 3.03(i) hereof.

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3.09 Enforcement of Criteria for Building Plans and Specifications. In addition to the other duties set forth above, the ARC, along with the Declarant and/or the Board of Directors of the Association, shall have the right and obligation to enforce the provisions hereof relating to the building plans and specifications, including those set forth in the Planning Criteria, all as amended from time to time by the ARC or the Association. Should any Owner fail to comply with the requirements hereof, including those set forth in the Planning Criteria, after fourteen (14) days written notice, the Declarant, ARC and/or the Board of Directors of the Association shall have the right but not the obligation to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner. Should the Declarant, ARC and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of any judicial proceedings, shall be collectible from the Owner and shall constitute an Individual Assessment against the Lot as provided in Section 6.09. The Declarant, ARC and the Board of Directors of the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the Lot or any Improvements thereto.

ARTICLE IV

THE ASSOCIATION

4.01 Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Ohio.

4.02 Purpose. The purpose of the Association, in general, shall be to levy and to collect the Annual Assessments and Special Assessments, to administer the Maintenance Fund, to disburse funds for the purposes set forth in Section 6.02, to provide for the maintenance, repair, preservation, upkeep and protection of the Lake and the Common Property (or any part thereof including the Private Way, the Lake Drainage Outfall and any signs or entry ways constructed within the Sign Easements), and to enforce these Declarations and such other purposes as are stated in the Articles of Incorporation, and By-Laws of the Association, consistent with the provisions of this Declaration.

4.03 Membership. Every person who is an Owner of any Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

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4.04 Voting Rights. In an election of Board Members of the Association and on all other matters submitted to a vote of the Members of the Association, there shall be two classes of voting memberships:

(a) Class A: Class A Members shall be all Members other than Class B Members, and shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B membership to Class A membership as provided hereinbelow.

(b) Class B: Class B Members shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(ii) Ten (10) years from the first sale by Declarant of a Lot to an Owner.

(c) Builders Excluded. Notwithstanding the foregoing provision of this Section 4.04, a builder or building contractor who, in the normal course of his or its business, purchases and thereby becomes the record Owner of a Lot for the purposes of constructing thereon a residential dwelling and related improvements for resale to and occupancy by a third party, shall not thereby become a Member of the Association. Any Lot so owned and held by builder or building contractor shall, for the purposes of voting pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association be deemed to be owned by the Declarant. Provided, however, no such builder or building contractor shall be relieved of the obligation for the payment of assessments pursuant to Article VI or from the obligation to comply in all respects with this Declaration, the By-Laws and any Rules and Regulations duly enacted hereunder.

(d) Joint Owner Disputes. The vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that Joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot.

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(e) Transfer of Voting Rights. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign his right to vote to the lessee for the term of a lease. In such event the Owner of each Lot may, by notice to the Association, designate the person (who need not be an Owner) to exercise the vote for such Lot. Said designation shall be revocable at any time by notice to the Association by the Owner. Such powers of designation and revocation may be exercised by the guardian of an Owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of any Owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Any sale, transfer or conveyance of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a lessee as provided herein.

4.05 Approval by Members. Unless elsewhere otherwise specifically provided in this Declaration, or the Articles of Incorporation or By-Laws of the Association, any provision of this Declaration or the Articles of Incorporation and By-Laws of the Association which requires the vote or approval of a majority or other specified fraction or percentage of the total voting power of the Association or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of two-thirds (2/3) or other specified fraction or percentage of the membership at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association dealing with annual or special meetings of the members of the Association.

(b) Written consents signed by two-thirds (2/3) majority or other specified fraction or percentage of Members.

4.06 Duties of the Association. The Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of the Owners of each Lot:

(a) To accept and exercise jurisdiction over the Common Property, including all such property, real and personal, conveyed by Declarant which are or may be designated for the common use and enjoyment of the Owners and to manage, maintain and improve and repair such Common Property or any part thereof including the Private Way, Sign Easement, and Lake Drainage Outfall.

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(b) To enforce all provisions of these Declarations and any Amendments thereto, and any rules and regulations adopted by the Association.

(c) To adopt, amend and repeal, subject to the provisions of Section 4.10, rules and regulations of general application governing the occupancy, use and maintenance of the Subject Property including without limitation the Lake, the Common Property, or any part thereof including the Privateway, the Sign Easements, and the Lake Drainage Outfall.

(d) To snowplow and maintain, or provide for the snowplowing and maintenance and repair of the Private Way and to keep all Improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including paving and repaving, prompt repair of chuck holes, subsidence, and removal of weed and plant growth and such other work as is necessary to maintain such Private Way in a neat and tidy condition and to participate in any joint maintenance arrangement necessary to maintain access roads to the Subject Property.

(e) To maintain and repair any portion of the Sanitary Sewer Line to whatever extent is necessary in the event the County fails to do so.

(f) To obtain and maintain comprehensive general liability and property damage liability insurance in such limits as the Association from time to time determines, insuring the Association, each Director and each Owner against any liability to the public or the other Owners (and their families, invitees, tenants, agents and employees) arising out of or incident to the ownership, use or maintenance of the Sanitary Sewer, the Lake and any Improvements thereon, the Common Property, or any part thereof including the Privateway, the Sign Easements, the Lake Drainage Outfall and any and all Improvements to such Common Property. The Board of Directors shall review these limits once each year, but in no event shall such insurance be less than two million dollars ($2,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits shall also be obtained in an amount not less than three million dollars ($3,000,000).

The policies described in this Section 4.06(f) shall provide that:

(i) The Declarant shall be named as an additional insured and the Declarant shall be provided with a Certificate of Insurance evidencing coverage for each period of renewal. Declarant shall continue to be named

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as an additional insured after all of the Lots have been sold. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Section 4.06(f) shall not be deemed to protect or to be for the benefit of any contractor engaged by the Declarant.

(ii) The policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Association and the Declarant.

(iii) In the event the Association fails to maintain the insurance policies provided for in this Section 4.06(f), the Declarant reserves the right and shall have the continuing authority but shall not be obligated to purchase such insurance policies in the name of the Association by the payment of the premium on behalf of the Association which payment shall be a Common Expense of the Association for the payment of which Declarant shall be reimbursed upon presentation by Declarant to the Association of written proof of payment.

(iv) The deductible, if any, on the insurance policies shall be a Common Expense of the Association; provided, however, that the Association shall, pursuant to Section 6.09 of this Declaration, assess as an Individual Assessment any deductible amount necessitated by the negligence, misuse or neglect of Owner against that Owner.

(v) All policies of insurance shall be written by reputable companies licensed to do business in Ohio.

(g) To appoint and remove members of the ARC as provided in and limited by Section 3.02 hereof, and to insure that at all reasonable times there is available a duly constituted and appointed ARC.

(h) To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Rules and Regulations, the Articles and the By-Laws.

(i) To carry out the duties of the Association set forth in this Declaration, the Articles and the By-Laws.

4.07 Powers and Authority of the Association. The Association shall have all of the powers of an Ohio nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By

Laws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, the Articles, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association set forth in Section 4.06 or elsewhere in this Declaration. Without in any way limiting the generality of any of the foregoing provisions, the Association shall have the power and authority at any time to do the following:

(a) Assessments. To levy assessments on the Owners of the Lots, and to enforce payment of such assessments in accordance with the Provisions of Article VI hereof.

(b) Repair and Maintenance of Common Property. To paint, maintain, provide snow removal service for, and repair the Common Property or any part thereof including the Privateway.

(c) Maintenance of Lake. To preserve the water quality, control the vegetation, protect and if necessary add to or remove part of the fish stock, to preserve the physical appearance of the Lake, and to do whatever else is beneficial to enhance the Lake for the use and enjoyment of the Owners of Tremore.

(d) Legal, Accounting, and other Professional Services. To retain and pay for legal, accounting, engineering, biological, and other professional services necessary or proper in the operation, preservation and maintenance of the Subject Property, including the Lake, the Common Property or any part thereof including the Private Way, enforcement of this Declaration or in performing any of the other duties or rights of the Association.

4.08 Maintenance Agreement. For the purpose of the Association providing any maintenance pursuant to the terms of this Declaration, the Association shall have the right (i) to enter any of the Subject Property including the Common Property or any Lot owned by the Declarant or any other Owner, and (ii) to enter into a maintenance agreements with a third party (or parties), for the purpose of contracting for maintenance and operation of the Sanitary Sewer, the Lake, and the Common Property including the Private Way, Sign Easements, Lake Drainage Outfall and facilities for the common benefit of the residents of Tremore. The terms and conditions of any such agreement shall be determined by the Board of Directors of the Association in accordance with this Declaration and the By Laws.

4.09 Exterior Repairs and Maintenance. The Association shall have the right to provide exterior maintenance upon any vacant Lot

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or upon any Improvement located on a Lot, subject to the following provisions. Prior to performing any maintenance on any unimproved Lot or Improvement located on a Lot, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Subject Property. Prior to commencement of any maintenance work on any Lot, the Board of Directors must furnish fourteen (14) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified necessary repairs or maintenance are made within said thirty (30) day period the Board of Directors shall cause said necessary repairs or maintenance to be made or performed and same shall be charged to the Owner and shall constitute an Individual Assessment against the Lot as provided in Section 6.9. Upon failure of the Owner to act within said period of time, the Board of Directors shall have the right but not the obligation to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection, the Board of Directors shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior Improvement, provided, however that a request of an Owner to provide the foregoing shall not obligate the Association to do so. Any such entry upon a Lot shall not be deemed a trespass. Neither the Declarant nor the Association, nor the Board of Directors of the Association shall be liable to any Owner for any damages or injury to any portion of any Lot or any Improvements thereon resulting from any action taken pursuant to this Section 4.09.

4.10 Rules. As provided in Section 4.06(c) and in accordance with the By-Laws, the Association may adopt, amend and repeal such rules as it deems proper for the use and occupancy of the Subject Property. A copy of said Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner, or recorded with the appropriate public office. Upon such mailing, delivery or recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition, as to any Owner having actual knowledge of any given Rules, such Rules shall have their full force and effect and may be enforced against such Owner. As part of the Rules that may be adopted from time to time by the Association, a fine may be imposed by the Association for violation by any Owner, his family, of any lessee, guests or invitees of this Declaration or any Rules adopted pursuant to this Section 4.10. In the event any such fine is imposed, it shall constitute an Individual Assessment as provided in Section 6.09 hereof. Before imposing any such fine the Association shall give such Owner Notice and Hearing as provided in Sections 9.04 and 9.05 hereof.

4.11 Liability of Board Members. No member of the Board shall be personally liable to any Owner or to any other party, for

any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association or the Board, or any other representatives or employees of the Association, or the ARC, provided that such Board member has upon the basis of such information as may be possessed by him, acted in good faith.

ARTICLE V

COMMON PROPERTY AND PRIVATE WAY

5.01 Conveyance. The Declarant by the recordation of this Declaration and the Survey of the Subject Property shall be deemed to have dedicated the Common Property as shown on such Survey and defined in Section 1.04 for the common safety and welfare of the residents of and visitors to Tremore. The conveyance to the Association of the Common Property shall be free of all liens and easements, except for those set forth and reserved herein. Provided, however, for as long as Declarant owns any Lot, Declarant shall retain an easement for itself, its assigns, agents, invitees and licensees to the extent necessary for the following: to complete construction of all Improvements to the Subject Property, and the Common Property, or any portion thereof including the Private Way; to show and sell Lots, including the unrestricted right to erect signs; and to use the Common Property, or any part thereof including the Private Way, for ingress and egress and for marketing and sales activities. The Declarant hereby covenants for itself, its successors and assigns that said Common Property shall be subject to and bound by the terms of this Declaration and Exhibits attached hereto. The use and enjoyment of the Common Property shall be subject to such rules and regulations relating thereto as are set forth in this Declaration or as may be adopted or amended by the Association from time to time in accordance with Sections 4.06(c) and 4.10 hereof.

5.02 Improvement of Common Property. The Declarant reserves the right to construct or make such Improvements as the Declarant determines to the Common Property, provided the Improvements are for the purposes specified in this Declaration. The right of the Declarant herein reserved shall entitle Declarant, but not obligate Declarant, to make or construct Improvements to the Common Property, including without limitation the installation within the Sign Easement of landscaping, signage, fencing and lighting as the Declarant determines in its sole discretion. The maintenance, repair and replacement of the Common Property, including Improvements thereto, shall be the proportionate obligation of each of the Owners of the Lots as hereinafter provided in this Declaration. The Declarant's rights to construct facilities or make other Improvements to the Common Property as provided in this paragraph shall terminate upon the closing or the sale of the last Lot within Tremore.

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5.03 Property Rights. Every Owner of a Lot shall have the non-exclusive right and easement of enjoyment in and to the Common Property or any part thereof including the Private Way for the purpose for which the same is conveyed to and maintained by the Association. Such right and easement of each Owner in and to the Common Property, or any part thereof including the Private Way, shall be appurtenant to and shall pass with the title to every Lot. No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure of other improvement or store any of its or his personal property or prohibit the free flow of pedestrian traffic on the Common Property or any part thereof including the Private Way. The Association shall have the right to remove or cause to be removed anything placed on the Common Property, or any part thereof including the Private Way, in violation of the provisions of this Section 5.03, to restore the Common Property, or any part thereof including the Private Way, to its condition prior to the violation and to assess the Owner or Owners responsible for the cost of such removal and restoration, which assessment shall constitute an Individual Assessment as provided in Section 6.09 against the Lot of said Owner or Owners that may be enforced in the manner set forth in Section 6.09 hereof.

5.04 Restrictions on Use of Private Way.

(a) The Private Way may be used for the following specific purposes:

(i) Ingress and egress to the public right of way for the Owners, their families, guests, invitees, servants and workmen.

(ii) Ingress and egress to the public right of way for emergency vehicles, school buses, mail delivery, garbage pickup, and any other services or deliveries rendered to the Owners.

(iii) Pedestrians who are Owners, their families, guests or invitees.

(b) The following restrictions shall govern the use of the Private Way:

(i) No motorized vehicle shall be driven in excess of 15 miles per hour on the Private Way.

(ii) The use of all off road type vehicles, including but not limited to motorcycles and snowmobiles and other recreational off-road vehicles, shall be prohibited unless specifically permitted by the Rules, which may be adopted, amended or repealed by the

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Association as provided in Section 5.04(c) which may permit limited use thereof within the Subject Property. Said Rules shall provide for parking regulations for said vehicles and shall establish standards for approved exhaust systems. Only motorized vehicles with approved exhaust and noise control systems may drive upon the Private Way.

(iii) The right of way along the Private Way shall not be obstructed at any time by any Owner, his family members, his guests, invitees, servants or workmen. No vehicle shall be parked on the Private Way over night.

(c) The Association shall from time to time promulgate Rules in accordance with this Declaration, as provided in Section 4.06(c) and 4.10, the Articles and By-Laws of the Association for the use of the Private Way by the Owners, their families, guests, invitees, servants and workmen.

ARTICLE VI

ASSESSMENTS

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subject Property, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments or charges, (b) Special Assessments for capital Improvements, and (c) Individual Assessments, all such assessments shall be a lien against each Owner's Lot from the date the Association sets the assessment, to be established and collected as provided in this Declaration. Each such assessment together with interest, costs and reasonable attorney's fees in collecting said assessment, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment becomes due as well as a lien against the Lot as provided herein. An Owner may not be relieved of the personal obligation for delinquent assessments by successors in title unless expressly assumed by them. During such time as the Declarant is the Owner of an unimproved Lot, the Declarant shall make proportionate payment of any assessments hereunder.

6.02 Maintenance Fund. The Association shall establish a Maintenance Fund into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration including but not limited to those as provided in Sections 4.06 and 4.07 and for the purposes set forth in Sections 6.03, and 6.05.

6.03 Purpose of Assessment.

(a) In general, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and in particular for the improvement and maintenance of the Lake and the Common Property, or any part thereof including the Private Way.

(b) Regular Assessments shall be levied to provide for and assure the availability of the funds necessary to pay Common Expenses, which shall include without limitation the following:

(i) Those incurred in connection with the repair, maintenance, preservation, protection and improvement of the Lake and the Common Property, (or any part thereof including the Private Way, the Sign Easements and the Lake Drainage Outfall) including without limitation, landscaping, irrigation, signage, fencing, wall, lighting, controlling vegetation growth in the Lake, paving and repaving.

(ii) Those incurred for utility services for the common safety and welfare of the residents of Tremore, including without limitation, electric or gas power for any common entry, street lighting along the Private Way, or fence lighting, aeration system for the Lake, and water for a common irrigation system, if any.

(iii) Those incurred for any repair, maintenance or improvement to the Sanitary Sewer Line to the extent any such repair, maintenance expense or improvement to the Sanitary Sewer Line is not paid for by the County.

(iv) Those incurred in the administration of the business of the Association including without limitation, necessary and appropriate fees for services rendered by engineers, biologists, accountants and attorneys.

(v) Those incurred for the payment of real and personal property taxes and assessments for any property owned by the Association.

(vi) Those incurred for the maintenance of insurance, including the insurance required in Section 4.6(f) hereof.

(vii) Those incurred for doing any other thing necessary or desirable which in the judgement of the Association may be of general benefit to the Owners of Lots within the Subject Property.

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6.04 Annual Assessment. Until January 1 or the year immediately following the conveyance of the first Lot to any Owner, the Annual Assessment shall be $300.00 per lot. Thereafter, the Board of Directors shall fix the Annual Assessment in an amount sufficient to cover the anticipated Common Expenses, plus an adequate reserve for future expenses.

6.05 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including the Private Way, or the Lake, including fixtures and personal property and the financing of same related thereto, or upon the Sanitary Sewer Line to the extent not paid for or assessed by the County, provided that any such assessment shall have the assent of a simple majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6.06 Notice and Quorum for any Action Authorized Under 6.05. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.05 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the Board of the Association shall reschedule the meeting. The rescheduled meeting shall be held within thirty (30) days of the originally scheduled meeting. Notice of the rescheduled meeting shall be sent to all members not less than fourteen (14) days in advance of the rescheduled meeting. Those present at such rescheduled meeting shall constitute a quorum.

6.07 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or such other basis as the Board of Directors determines. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as Common Expenses.

6.08 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided herein shall commence as to all Lots on July 1, 1990. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto.

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The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

6.09 Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and collect, after written notice and hearing as provided in this Declaration, against a particular Lot and the Owner of such Lot an Individual Lot Assessment for:

(a) Costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner to cure or remedy such violation or noncompliance.

(b) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot.

(c) Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner in advance of the Association's furnishing or providing the same and that such Owner's acceptance of any such labor, services or materials shall be deemed to have been such Owner's agreement that the costs and expenses associated therewith shall be lien against said Lot and shall be levied and collected as an Individual Lot assessment against such particular Owner and his particular Lot.

(d) The fine assessed against any Owner for violation by any Owner, his tenants, family, guests or invitees of the provisions of this Declaration or any Rules adopted by the Association pursuant to Sections 4.06(c) and 4.10.

(e) Reasonable overhead expenses of the Association associated with any Individual Lot Assessment levied and collected pursuant to this Section 6.09 in an amount not to

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exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association for any Individual Lot Assessment specified in this Section 6.09.

6.10 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law per annum. All assessments, including interest, costs of collection and attorney fees, shall be a lien on the property from the date of assessment. Such lien shall be effective from and after the date of assessment until paid in full and may be, but shall not be required to be recorded in the Public Records of Lucas County, Ohio. In the event of recording, a Claim of Lien shall be filed stating the description of the property, the name of the Owner as shown on the books of the Association, the amount due and payable and the date when due. Any such Claim of Lien shall include only assessments which are payable and due when said Claim of Lien is recorded. All such Claims of Lien shall be signed and verified by an officer or agent of the Association. When any such liens have been paid in full, the party making payment thereof shall be entitled to receive a Satisfaction of such lien in such form that it may be recorded in the Public Records of Lucas County, Ohio. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Property or abandonment of his Lot.

6.11 Enforcement of Lien. As a condition precedent to any proceeding to enforce such lien for assessments upon any Lot upon which there is a valid and subsisting first Mortgage, which is known to the Association, the Association shall give the holder of such first Mortgage sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first Mortgage lienholder by prepaid U.S. certified mail and shall contain a statement of the delinquent assessment upon which the proposed action is based. Upon the request of any such first Mortgage lienholder, the Association shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Lot covered by such mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No such foreclosure shall free any Lot from securing charges thereafter becoming due

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and payable, nor shall any personal obligation of any Owner be extinguished by any foreclosure. No holder of any lien other than a first Mortgage shall be entitled to such notice.

ARTICLE VII

EASEMENTS, LICENSE, RESTRICTIONS ON LAKE

7.01 Construction of Lake. Declarant has constructed the private Lake which covers approximately 30 acres of the Subject Property, as shown on the Survey. Declarant has constructed the Lake, (a) as an essential element of the storm water management system for Tremore and (b) for the recreation and enjoyment of the Owners of Tremore.

7.02 Ownership of Lake. Each of the Lots includes fee simple title to a portion of the Lake as shown on the Survey filed of record with the County.

7.03 Grant of License Upon Conveyance of Lot. The Declarant, pursuant to the provisions of this Declaration shall be deemed to have granted to each Owner along with the conveyance of each Lot, a non-exclusive license to use all parts of the Lake for recreation purposes subject to the conditions, reservations and restrictions provided in this Declaration as it may be amended from time to time. Each Owner and all subsequent Owners by acceptance of a conveyance of a Lot grants a non-exclusive license to all other Owners to use that portion of the Lake owned by such Owner.

7.04 Non-exclusive License. The license to use the Lake hereby granted is a non-exclusive license and is limited to reasonable use of the Lake for recreation purposes by those Owners or their tenants who now or hereafter regularly reside in Tremore, their families and invitees.

7.05 Grant of License to Owners. Declarant has previously or will convey all the Lots and grant similar licenses to the Owners of all Lots. Declarant does hereby reserve for itself, its successors and assigns and for the benefit of all of the Owners of all the Lots the right to use the entire Lake respectively according to the terms and conditions of this license. The Declarant reserves the right to grant a similar license to use the entire Lake subject to the terms and conditions set forth in this license to any person or persons to whom Declarant may convey any Lot or Lots.

To the extent that Declarant now has or hereafter acquires the right to use those parts of the Lake now or hereafter located on Lots owned by other parties, and now has or hereafter acquires the right and power to extend or grant such right to use the Lake to others, this license to use shall extend to such parts of the Lake now or hereafter located on real property owned by other parties.

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7.06 Limitation on Use. Each Owner and any other persons and their guests entitled to use the Lake under the terms of the license hereby granted shall not use such Lake or carry on any activity on such Lake that will detract from, impair or interfere in any way with the value, use or enjoyment (including aesthetic enjoyment) of such Lake by Declarant, other Owners, their heirs, successors, or assigns, or any other person who now is or hereafter becomes licensed to use such Lake. Declarant and/or the Association shall have the right to prohibit any use of such Lake which, in the opinion of Declarant and/or the Association, is in violation of the foregoing restriction. The Association shall from time to time promulgate Rules in accordance with this Declaration, as provided in Section 4.06(c) and 4.10, the Articles and By-Laws of the Association for the purpose of regulating the use of the Lake by the Owners, their tenants, families, guests, invitees, and servants.

7.07 License Limited to Lake. The license granted herein shall not include the right for any Owner, his family, guests or invitees to enter upon any portion of another Owner's Lot above the Edge of the Lake, as defined herein.

7.08 Docks and Other Structures. No dock, walkway, ramp, wall, piling, float or other structure shall be erected, constructed, installed, maintained, altered, changed or relocated on, in or over the Lake, unless the ARC consents in writing to such dock, walkway, ramp, piling, float or other structure, and unless it is constructed in accordance with plans approved in writing by the ARC. The Declarant, Association or ARC may from time to time enact rules regulating the temporary storage of boats within the Shoreline Area, including requiring covering, screening or their removal.

7.09 Chains, Cables. No cable, chain or other device that interferes with the free passage of boats on, about, around or across the Lake shall be installed or maintained by any Owner.

7.10 Motors. No gasoline motors or other internal combustion engines of any nature whatsoever shall be used on the Lake including all terrain vehicles and snowmobiles. Electrical motors not exceeding two (2) horsepower shall be permitted on the Lake.

7.11 Dumping. No dirt, sand, fill, debris, rubbish, sewage, goods, chattels, oil, antifreeze, chemicals or other materials shall be dumped, drained or deposited in or on the Lake by any Owner, his family, employees, agents, guests, invitees or by any other person using the Lake under the terms of the license hereby granted.

7.12 Commercial Activity. The Lake shall not be used in any way for commercial purposes; provided, however, that the Declarant

may use the Lake in promoting the sale and development of Lots on the Subject Property owned by Declarant; and, provided, that this restriction shall not prohibit the use of the Lake in the entertainment of guests, who are also customers or clients of the Declarant or any other persons entitled to use the Lake. No one shall be permitted to make a charge for the use of the Lake.

7.13 Maintenance of Shoreline Area. It is prohibited for any Owner to dredge or change the slope of the Lake to a steeper slope. A shallower slope may be created upon written consent of the ARC. To encourage wildlife habitat and to improve the water quality of the Lake, the Shoreline Area shall be landscaped and planted with grass and other plants as may be required from time to time in accordance with Section 12(b) of the Planning Criteria attached to this Declaration as Exhibit B. Beaches of all types are prohibited within the Shoreline Area except that lake washed pea gravel shall be permitted upon written approval of the ARC. Breakwalls and/or overflows or other bank stabilization may be constructed by Owners to prevent erosion or overflow upon written approval of the ARC of the design and construction of any such breakwall/overflow or other bank stabilization. Any such breakwall/overflow or other bank stabilization shall be maintained by the Owner. Each Owner shall be responsible for maintaining his Lot to the Edge of the Lake at all times. No fertilizers or herbicides may be used on the sloped portion of the Shoreline Area between the Edge of the Lake and the highest point of the Shoreline Area.

7.14 Stocking and Fishing. Stocking of any species of fish shall be done only by the Declarant and/or the Association. Stocking of fish by any individual Owner is specifically and permanently prohibited. To encourage the growth of the fish population in the Lake, during 1990 harvesting fish from the Lake is prohibited. No bass, catfish or perch less than ten (10) inches may be removed from the Lake. The Association may from time to time, upon written notice to the Owners establish fish harvest limits for Owners, their families, guests and invitees.

7.15 Herbicides and Other Chemicals. No chemicals or aquatic herbicides may be introduced into the Lake to control algae and plant growth other than copper sulfate. Such control of the Lake shall be done only by the Declarant or the Association.

7.16 Feeding of Ducks and Geese. The feeding of ducks and geese by the Owners, tenants, families, guests or invitees is specifically and permanently prohibited.

7.17 Construction of Lake. No Owner, his heirs, successors, and assigns, or any other persons who use the Lake shall interfere in any way with the work of Declarant or its officers, employees, contractors and subcontractors, in the construction and development of the Lake.

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7.18 Exculpation from Liability and Responsibility for Maintenance and Design. Declarant shall not be responsible for the continued maintenance of the Lake or for any loss or damage to the Owners, their heirs, successors, or assigns, families, guests, invitees, agents or employees for the design of or any failure to maintain the Lake. Each Owner shall be responsible for maintenance of his entire Lot including the portion to the Edge of the Lake. Said Lake is private, not public. Said Lake has not been and shall not be dedicated to or accepted or maintained by any governmental authority, including the County. The Association, on behalf of all of the Owners shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Lake. Accordingly, each Owner of a Lot, by the acceptance of a deed or other conveyance to his Lot shall be deemed to have agreed that the Owner has examined the Lake and accepted the Lake in its condition at the time of conveyance and that the Declarant shall have no liability or responsibility whatsoever (whether financial or otherwise) with respect to the design or maintenance of the Lake, and each such Owner of a Lot shall be deemed to have further agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

7.19 Exculpation from Liability and Responsibility for Damages.

(a) Each Owner and his successors and assigns shall be responsible for the conduct of all persons who use the Lake under terms of the license hereby granted and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.

(b) The Declarant shall not be responsible for any loss or damage to the Association, any Owner, his family, guests, invitees, agents or employees, his heirs or assigns, or any other person who uses the Lake under the terms of this License due to any act or omission of any contractor or subcontractor employed by any of them, or either of them, for the construction and development, enlargement, or maintenance of the Lake, or due to any act or omission of any adjoining Owner, or due to any act or omission of any other person or persons using the Lake under any other license heretofore or hereafter granted by the Declarant to the use Lake, or due to any act of omission of any other person or persons using the Lake without license or other authorization.

(c) Use of the Lake by an Owner, his heirs, successors or assigns, or any person who occupies the above described

property owned by the Owner or the guests of such person, shall be at the risk of the Owner and user and the Declarant shall not be responsible for any injury, loss or damages to such user or any other person resulting from such use. Each Owner, by acceptance of this license, agrees for himself and his heirs and assigns to indemnify and save Declarant, its successors and assigns, harmless from any claim of injury, loss or damages resulting from the use of the Lake by an Owner, his heirs, successors, or assigns, such persons who occupy Owner's property, or the guests of such persons and all other persons using the Lake.

7.20 Enforcement. The foregoing terms, conditions, reservations and restrictions may be enforced by the Association.

7.21 License Appurtenant to Lots. The license herein granted shall be an appurtenance and shall not be separated from ownership of the Lots. No Owner, his personal representative, his heirs, successors and assigns shall convey or transfer this license, or otherwise transfer or sublicense any rights under this license except in connection with the conveyance of or lease of a Lot.

7.22 Owner's Covenant. An Owner by the purchase of a Lot accepts this license, agrees for himself, his personal representative, his heirs, successors and assigns that the terms, reservations and restrictions set forth herein shall apply to the portion of the Lake now or hereafter located on the Owner's respective Lot and that the terms, conditions, reservations, and restrictions set forth herein shall be binding upon the Owner, his personal representatives, and his heirs, successors and assigns and all persons claiming through him.

ARTICLE VIII

RESERVATIONS AND EASEMENTS

8.01 Reservation of Utility Easements on Survey. The Declarant, for itself and for the benefit, where so stated of the County, the Association, all other Owners and also for the benefit of all the Subject Property, hereby creates, declares and reserves easements under and over those portions of each Lot, designated as Sanitary and Utility Easements on the recorded Survey for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including but not limited to water, sewer, gas, telephone, electricity, television, cable or other communication lines or systems subject to the limitations set forth in Section 8.03. No structure shall be erected on any of said easements, and no Improvements may be placed within said easements without the written approval of the ARC and any utility company using such easements. Neither the easement rights reserved herein, nor as shown on the Survey, shall impose any obligation on the Declarant to maintain such easements or to install or maintain

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utilities or any drainage in or under such easements. All persons engaged in maintaining, repairing or improving any utility and service lines and systems are hereby granted an easement over all portions of all of the Lots for the purpose of such work, subject only to an obligation to repair any damage done during the use of such utility and service lines and systems.

8.02 Private Way Easement. The Survey of the Subject Property establishes easements of access to each Lot to the Private Way shown thereon, thereby providing ingress and egress from each Lot across the other Lots within the Subject Property to the public rights of way over such easements and over the Private Way located within the Subject Property. The easement of access to each Lot and to the public rights of way shall be non-exclusive for the benefit, non-commercial use and enjoyment of all Owners their respective tenants, families, guests, invitees, servants, and workmen all of whom shall use the Private Way in such manner as will not restrict, impede, or interfere with the use thereof by other Owners, their respective tenants, families, guests, invitees, servants and workmen. Declarant hereby reserves the right, and by this reservation shall have the right, to grant to Owners of all Lots within the Subject Property a non-exclusive easement of access from each Lot over the Private Way to the public right of way subject to the restrictions set forth in this Declaration. Such non-exclusive easement over the Private Way shall at all times remain clear and unobstructed by the persons having the right to use the Private Way. The cost of maintenance, repair and replacement of the Private Way shall be borne by the Owners of the Lots in equal shares in the manner assessed by the Association as set forth in Article VI. The Association in accordance with its By-Laws shall establish rules and regulations governing the use of the Private Way as provided in Sections 4.06(c) and 4.10.

8.03 Reservation of Right to Consent to Construction. Declarant reserves the right to grant consents for the construction of the Private Way, the construction, operation, maintenance, improvement, and repair of electric light, telephone lines and conduits, cable TV, water, gas, sewer, pipes and conduits, and any other public utility facilities, together with the necessary or proper easements, incidents and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion of said Subject Property may now or hereafter front or abut. The Declarant on behalf of itself and for the benefit where so stated of the County, the Association, all the Owners and also for the benefit of the Subject Property reserves the right to grant consent for the construction, operation, maintenance, improvement and repair of all said utility and service lines and systems and ways referred to herein. Declarant, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of the Subject Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portion

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of the Subject Property; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or the Common Property affected thereby or any Improvements from time to time placed, located, constructed, erected or installed thereon. The easements hereinabove reserved contemplate the construction of storm water drainage Improvements including the Lake Drainage Outfall as may reasonably be required to provide adequate storm water drainage and surface water management to any portion of the Subject Property.

8.04 Maintenance of Easements. The Owners of the Lot or Lots, subject to the easements, shall acquire no right, title or interest in or to any poles, wires, cables conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to the easements. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easements or any utilities, or which may change the direction of flow or obstruct or retard the flow of water through conduits, drainage channels or the Lake Drainage Outfall. The Association shall not be responsible for maintaining any easement areas on individual Lots designated on the Survey as Sanitary and Utility Easements. Such Sanitary and Utility Easements shall be maintained by the individual Lot Owners.

8.05 Association Easement. There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of the Subject Property as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

8.06 Future Easements. There is hereby reserved to the Declarant and its successors and assigns, and to the Association, the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Declarant or the Association, for the future orderly development of Tremore in accordance with the objects and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single family residential home site. The easements contemplated by this Section 8.05 may include, without limitation, such easements as may be required for utility services, drainage, road right of way or other

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purposes reasonably related to the orderly development of Tremore in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by the Declarant without the necessity for the consent of the Owner of a particular portion of the Subject Property over which any such further or additional easement is granted or required.

ARTICLE IX

GENERAL COVENANTS AND RESTRICTIONS

9.01 Laws and Ordinances of the State of Ohio. The laws and ordinances of the State of Ohio and Lucas County, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

9.02 Rules and Regulations. In addition to the foregoing restrictions on the use of the Lots, the Lake and the Common Property, or any part thereof including the Private Way, the Declarant and/or the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of the Lots, the Lake and the Lake License, the Common Property, or any part thereof including the Private Way and to hereafter change, modify, alter, amend, rescind and augment any of the same. Any such rules and regulations so promulgated by the Declarant and/or the Association shall be applicable to and binding upon all Lots and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners. Copies of the regulations and amendments thereto shall be furnished by the Declarant and/or the Association to all Owners.

9.03 Duration. This Declaration shall run with and bind all of the Subject Property perpetually, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in Article II and Exhibit B hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least ninety-five percent (95%) of the Owners of the Lots at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part, and said instrument shall be recorded in the office of the Clerk of the County prior to the expiration of the initial period of any extension thereof.

9.04 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration or the Articles of

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Incorporation or the By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two Owners shall constitute notice to all Owners thereof. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Owners by: (a) personal delivery to any occupant of any dwelling over fourteen (14) years of age, or (b) by affixing said notice to or sliding same under the front door of any dwelling within the Subject Property.

9.05 Hearing. An Owner, upon receiving Notice as required or permitted under this Declaration may within seven (7) days of receipt of such Notice, request in writing an opportunity to be heard by the Board of Directors of the Association in person or by counsel at said Owner's expense. In the event an Owner does not request a Hearing within seven (7) days of the receipt of a Notice, said Owner shall be deemed to have waived his right to a Hearing hereunder. In the event an Owner requests a hearing hereunder, the running of any enforcement period shall be tolled until after the hearing is held and the decision of the Board of the Association is made in writing to the Owner.

9.06 Enforcement. Enforcement of this Declaration and any Rules and Regulations adopted or amended pursuant to authority reserved by Declarant, or granted to the Association by this Declaration, may be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot to enforce any lien created by this Declaration. The failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall not be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Association should at any time fail to discharge its obligations to maintain any portion of the Subject Property as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

9.07 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth

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in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

9.08 Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

9.09 Amendment.

(a) Amendment by Declarant. Subject to the provisions of Section 9.09(d) of this Declaration, until sale by Declarant of twenty-eight (28) of the Lots, the provisions of this Declaration, other than this Section 9.09(a) may be amended by Declarant; provided, however, that no such amendment shall be effective without Notice and if two-third (2/3) of the Owners (other than Declarant), by written notice delivered to the Board, object to any such proposed amendments within fifteen (15) days after such Notice, such amendment shall not be effective. Any amendment hereunder shall be effective only upon recordation in the Public Records of the County Recorder of:

(i) An instrument in writing signed and acknowledged by Declarant setting forth the amendment; and (ii) An instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that, within fifteen (15) days after the required Notice, the Board has not received written objections to such amendment by two thirds (2/3) of the Owners.

(b) Amendment by Association. Subject to the provisions of Section 9.09(d) of this Declaration, the terms and provisions of this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of a majority of the total voting power of the members of the Association; provided, however, that no such change, amendment or modification by the Association shall be effective without the Declarant's express written joinder and consent so long as Declarant owns at least four (4) of the Lots in the Subject Property.

(c) Manifestation of Requisite Consent. In the case of any change, amendment or modification of this Declaration by the Association which requires the affirmative written consent or vote of members of the Association and of the Declarant as

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hereinabove provided in Section 9.09(b), the acquisition of the requisite written consent or vote of members and the Declarant shall be manifested on the face of the amending instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the Association affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the public records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of recordation in the public records of the County.

(d) Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Declarant and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements, license and reservations set forth in this Declaration shall at all times be subject to and limited and restricted as follows, to wit:

(i) This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Declarant, the Association or to the County, respectively, without the prior written approval of the Declarant, the Association or the County, as the case may be, and any attempt to do so shall be void and or no force and effect.

(ii) This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Lake, the Common Property, or any part thereof including the Private Way and or the obligation of the Association to establish, make, levy, enforce and collect assessments for such purposes, and/or the obligation of the Association to maintain liability insurance as provided in Section 4.06(f) and the obligation of the Association to indemnify the Declarant as provided in Section 7.18 and 7.19.

(iii) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Article VII related to the granting of the license to use the Lake and the indemnification of the Declarant by the Owners and the Association for any damages arising out of the design, construction, use and maintenance of the Lake without the prior written consent and joinder of the Declarant.

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(iv) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Section 9.09(d).

9.10 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9.11 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter into agreements with the Association, and its members, from time to time, will not relieve any parties of the obligation to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, successors, legal representative and assigns of the property and legality of said agreements.

9.12 Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the public records of the County, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction, license, easement and reservation contained or by reference incorporated in this Declaration and Exhibit B attached hereto, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

9.13 Assignment of Declarant's Rights and Interests. The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Subject Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

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IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 5th day of June, 1990.

Signed, Sealed and Delivered
in the Presence of:

Judith A. Hassen

Cynthia A. Richardville

ROSTAN, INC.,
an Ohio corporation

by Kathie L. Van Gunten (SEAL)
Kathie L. Van Gunten, President
(DECLARANT)

STATE OF OHIO)
)
COUNTY OF LUCAS)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, INC., an Ohio corporation, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 5th day of June, 1990.

Judith A. Hassen
Notary Public

JUDITH A. HASSEN
Notary Public, State of Ohio
My Commission Expires Feb. 13, 1995

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EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 1

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

BEGINNING at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.82 feet, more or less, to a point on the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point on the North and South centerline of said Section 6; thence North 00°-16'-10" East along the North and South centerline of said Section 6, a distance of 1,330.99 feet to the point of BEGINNING.

Containing 5.041 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Pavecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E01

C

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893 3337

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 2

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.65 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 330.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.82 feet to the point of BEGINNING.

Containing 5.041 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Chavecz, Ohio L.S. #5439

Sur.No. 1126-83

C

90 738E02

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 3

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 330.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.48 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 495.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.65 feet to the point of BEGINNING.

Containing 5.040 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

C

90 738E03

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 140
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 4

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 495.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.31 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 660.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.48 feet to the point of BEGINNING.

Containing 5.039 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E04

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3827

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 5

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 660.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.15 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 825.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.31 feet to the point of BEGINNING.

Containing 5.039 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Olavecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E05

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EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 146
MAUMEE, OHIO 43537
Phone 419 893-3127

January 31, 1984
Revised February 3, 1989

DESCRIPTION FOR ROSTAN, INC.

PARCEL 6

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 825.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,329.98 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 990.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.15 feet to the point of BEGINNING.

Containing 5.038 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

C

90 738E06

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984
Revised February 3, 1989

DESCRIPTION FOR ROSTAN, INC.

PARCEL 7

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 990.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,329.81 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1155.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,329.98 feet to the point of BEGINNING.

Containing 5.037 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Chavecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E07

C

Exhibit A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 865-3327

January 31, 1984
Revised February 3, 1989

DESCRIPTION FOR ROSTAN, INC.

PARCEL 8

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 1155.00feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,329.64 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,329.81 feet to the point of BEGINNING.

Containing 5.037 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Olavecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E08

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 9

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 1320.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 330.00 feet to a point; thence South 14°-11'-32" West, a distance of 1371.49 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1329.64 feet to the point of BEGINNING.

Containing 5.037 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E09

Exhibit A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 10

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 1650.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 330.00 feet to a point; thence South 26°-36'-53" West, a distance of 1487.22 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 14°-11'-32" East, a distance of 1371.49 feet to the point of BEGINNING.

Containing 5.037 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 738E10

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 11

That part of the Southeast $\frac{1}{4}$ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 1980.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 330.00 feet to a point; thence South 36°-50'-36" West, a distance of 1661.46 feet to a point on the East and West centerline of the Southeast $\frac{1}{4}$ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast $\frac{1}{4}$ of said Section 6; thence North 26°-36'-53" East, a distance of 1487.22 feet to the point of BEGINNING.

Containing 5.036 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gavecz, Ohio L.S. #5439

Sur.No. 1126-83

C

90 738E11

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893-3537

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 12

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the center of said Section 6; thence due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue, a distance of 2310.00 feet to the point of BEGINNING; thence continuing due East along the East and West centerline of said Section 6 (centerline of Nebraska Avenue), a distance of 344.44 feet to the East ¼ corner of said Section 6; thence South 45°-14'-15" West, a distance of 1888.22 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 36°-50'-36" East, a distance of 1661.46 feet to the point of BEGINNING.

Containing 5.257 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

Continued to
96-739A01

90 738E12

C

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 13

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

BEGINNING at the East ¼ corner of said Section 6; thence South 00°-23'-30" West along the East line of said Section 6 (centerline of Centennial Road), a distance of 338.31 feet to a point; thence South 53°-28'-23" West, a distance of 1665.54 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 45°-14'-15" East, a distance of 1888.22 feet to the point of BEGINNING.

Containing 5.171 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

Continued from
90-738 E12

90 739A01

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 140
MAUMEE, OHIO 43537
Phone 419 893-1327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 14

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the East ¼ corner of said Section 6; thence South 00°-23'-30" West along the East line of said Section 6 (centerline of Centennial Road), a distance of 338.31 feet to the point of BEGINNING; thence South 00°-23'-30" West continuing along the East line of said Section 6 (centerline of Centennial Road), a distance of 330.00 feet; thence South 63°-39'-59" West, a distance of 1490.84 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 53°-28'-23" East, a distance of 1665.54 feet to the point of BEGINNING.

Containing 5.044 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5479

Sur.No. 1126-83

90 739A02

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-2327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 15

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the East ¼ corner of said Section 6; thence South 00°-23'-30" West along the East line of said Section 6 (centerline of Centennial Road), a distance of 668.31 feet to the point of BEGINNING; thence South 00°-23'-30" West continuing along the East line of said Section 6 (centerline of Centennial Road), a distance of 330.00 feet; thence South 76°-02'-59" West, a distance of 1374.42 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 63°-39'-59" East, a distance of 1490.84 feet to the point of BEGINNING.

Containing 5.044 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5419

Sur.No. 1126-83

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90 739A03

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 16

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the East ¼ corner of said Section 6; thence South 00°-23'-30" West along the East line of said Section 6 (centerline of Centennial Road), a distance of 998.31 feet to the point of BEGINNING; thence continuing South 00°-23'-30" West along the East line of said Section 6 (centerline of Centennial Road), a distance of 330.00 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 1331.62 feet, more or less, to a point that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence North 76°-02'-59" East, a distance of 1374.42 feet to the point of BEGINNING.

Containing 5.044 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Dravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739A04

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 146
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 17

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°-23'-30" East along the East line of said Section 6 (centerline of Centennial Road), a distance of 998.31 feet to the point of BEGINNING; thence North 00°-23'-30" East continuing along the East line of said Section 6 (centerline of Centennial Road), a distance of 330.00 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 1331.62 feet, more or less, to a point that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 76°-06'-50" East a distance of 1369.39 feet to the point of BEGINNING.

Containing 5.044 acres of land, more or less, but subject to legal highways all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Pravecz, Ohio L.S. #5439

Sur.No. 1126-83

C 90 739A05

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3237

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 18

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°-23'-30" East along the East line of said Section 6 (centerline of Centennial Road), a distance of 668.31 feet to the point of BEGINNING; thence North 00°-23'-30" East continuing along the East line of said Section 6 (centerline of Centennial Road), a distance of 330.00 feet; thence North 76°-06'-50" West, a distance of 1369.39 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 63°-36'-18" East, a distance of 1481.56 feet to the point of BEGINNING.

Containing 5.044 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz, Ohio L.S. #5435

Sur.No. 1126-83

90 739A06

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 19

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°-23'-30" East along the East line of said Section 6 (centerline of Centennial Road), a distance of 338.31 feet to the point of BEGINNING; thence North 00°-23'-30" East continuing along the East line of said Section 6 (centerline of Centennial Road), a distance of 330.00 feet; thence North 63°-36'-18" West, a distance of 1481.56 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 53°-16'-09" East, a distance of 1653.07 feet to the point of BEGINNING.

Containing 5.044 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz, Ohio L.S. #5433

Sur.No. 1126-83

C

90 739A07

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 20

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

BEGINNING at the Southeast corner of said Section 6; thence North 00°-23'-30" East along the East line of said Section 6 (centerline of Centennial Road), a distance of 338.31 feet to a point; thence North 53°-16'-09" West, a distance of 1653.07 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 44°-54'-19" East, a distance of 1873.47 feet to the point of BEGINNING.

Containing 5.171 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5429

Sur.No. 1126-83

90 739A08

C

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 21

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 2310.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 338.82 feet to the Southeast corner of said Section 6; thence North 44°-54'-19" West, a distance of 1873.47 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 36°-32'-14" East, a distance of 1652.36 feet to the point of BEGINNING.

Containing 5.171 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739A09

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 140
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 22

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 1980.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 330.00 feet to a point; thence North 36°-32'-14" West, a distance of 1652.36 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 26°-12'-16" East, a distance of 1480.44 feet to the point of BEGINNING.

Containing 5.036 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739A10

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893-3827

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 23

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 1650.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 330.00 feet to a point; thence North 26°-12'-16" West, a distance of 1480.44 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 13°-41'-25" East, a distance of 1367.83 feet to the point of BEGINNING.

Containing 5.036 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739A11

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
PHONE 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 24

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 1320.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 330.00 feet to a point; thence North 13°-41'-25" West, a distance of 1367.83 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1329.65 feet to the point of BEGINNING.

Containing 5.036 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Oravecz

George V. Oravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739A12

C

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 25

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 1155.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,329.65 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1320.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,329.81 feet to the point of BEGINNING.

Containing 5.037 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739B01

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 140
MAUMEE, OHIO 43537
Phone 419 865-3187

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 26

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 990.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,329.81 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 1155.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,329.98 feet to the point of BEGINNING.

Containing 5.037 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

9

90 739B02

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984
Revised February 3, 1989

DESCRIPTION FOR ROSTAN, INC.

PARCEL 27

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 825.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,329.98 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 990.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.15 feet to the point of BEGINNING. mrs

Containing 5.038 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739B03

C

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 146
MAUMEE, OHIO 43537
Phone 419 893-3127

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 28

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 660.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.15 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 825.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.32 feet to the point of BEGINNING.

Containing 5.039 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739B04

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 865-2587

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 29

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 495.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.32 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 660.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.49 feet to the point of BEGINNING.

Containing 5.039 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739B05

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3287

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 30

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 330.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.49 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 495.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.65 feet to the point of BEGINNING.

Containing 5.040 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739806

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 31

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

Commencing at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to the point of BEGINNING; thence continuing North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.65 feet to a point on the East and West centerline of the Southeast ¼ of said Section 6 that is 330.00 feet East of the North and South centerline of said Section 6 as measured along the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point; thence South 00°-16'-10" West parallel to the North and South centerline of said Section 6, a distance of 1,330.82 feet to the point of BEGINNING.

Containing 5.041 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739807

EXHIBIT A

G. M. BARTON SURVEY COMPANY
ENGINEERS AND SURVEYORS
POST OFFICE BOX 148
MAUMEE, OHIO 43537
Phone 419 893-3327

January 31, 1984

DESCRIPTION FOR ROSTAN, INC.

PARCEL 32

That part of the Southeast ¼ of Section 6, Town 2, United States Reserve, in Springfield Township, Lucas County, Ohio, which is bounded and described as follows:

BEGINNING at the South ¼ corner of said Section 6; thence North 89°-53'-00" East along the South line of said Section 6 (centerline of Hill Avenue), a distance of 165.00 feet to a point; thence North 00°-16'-10" East parallel to the North and South centerline of said Section 6, a distance of 1,330.82 feet, more or less, to a point on the East and West centerline of the Southeast ¼ of said Section 6; thence South 89°-56'-30" West along the East and West centerline of the Southeast ¼ of said Section 6, a distance of 165.00 feet to a point on the North and South centerline of said Section 6; thence South 00°-16'-10" West along the North and South centerline of said Section 6, a distance of 1,330.99 feet to the point of BEGINNING.

Containing 5.041 acres of land, more or less, but subject to legal highways, all legal easements and restrictions and leases of record and of records in respective utility offices.

The bearings referred to hereon are based upon an assumed meridian and are used only for the purpose of describing angular measurement.

G. M. BARTON SURVEY COMPANY

George V. Gravecz, Ohio L.S. #5439

Sur.No. 1126-83

90 739B08

C

TABLE OF CONTENTS - EXHIBIT B

1. Land Use and Building Type 1

2. Character of Homes 1
   (a) Minimum Square Footage and Height 1
   (b) Garages and Carports 1
   (c) Guest Suites 2
   (d) Roofs 2
   (e) Roof Structures and Chimneys 2
   (f) Screening of Equipment 2
   (g) Exterior Building Materials, Finishes and Colors . 3
   (h) Gutters, Downspouts and Drains 3

3. Driveway Construction 3

4. Fences, Walls and Hedges 3
   (a) Fences Permitted 4
   (b) Types of Fences Prohibited 4
   (c) Height, Perimeter and Location 4
   (d) Landscape Buffers 4
   (e) Installation and Maintenance 4

5. Swimming Pools and Screens 4

6. Exterior Lighting, Post Lights and Other 4

7. Satellite Dishes 5

8. Mailboxes and Other Delivery Boxes 5

9. House Numbers 5

10. Use of Shoreline Area 5

11. Games and Play Structures 5

12. Tree and Dirt Removal, Landscaping, Natural Areas . . . 6
   (a) Sod and Landscaping Owner's Expense 6
   (b) Artificial Vegetation 7

13. Wells 7

14. Underground Utilities 7

15. Setbacks 7
   (a) Building Location 7
   (b) Swimming Pool Location 7
   (c) Outbuildings and Accessory Structures 7

90 739B09

16. Temporary Structures and Outbuildings 7
17. Damaged Buildings 8
18. Review Documents 8
19. Construction 10
20. Grades 10
21. Building Envelopes. 10

90 739B10

EXHIBIT B

TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR TREMORE FORMERLY KNOWN AS DEER LAKE

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

In order to establish guidelines for the construction and maintenance of Improvements on the Lots, the Declarant hereby declares that the Subject Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot located within the Subject Property and shall be binding upon the respective heirs, personal representatives, successors and assigns as follows:

1. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling and its accessory improvements and structures which have been approved in writing by the ARC. All Lots shall be used only for residential purposes including associated amenities (e.g. tennis courts, gardens, greenhouse, gazebos). No structure shall be erected upon any Lot without prior approval thereof by the Architectural Review Committee (ARC) as set forth in Article III of the Declaration to which this exhibit is attached. Unless approved by the ARC as to use, location and architectural design, no garage, shed or other structure (e.g. barbecue pit, trellis) may be constructed separate and apart from the dwelling nor can any of the aforementioned structures be constructed prior to the main residence. There shall be no occupance of a residence until completion of construction and the issuance of a Certificate of Occupancy by the appropriate governmental entity.

2. Character of Homes.

(a) Minimum Square Footage and Height. Each single family dwelling shall be located on a Lot and have a minimum living area of two thousand five hundred (2,500) square feet exclusive of screened and open porches, terraces, patios, garages, and the like, unless approved in writing by the ARC. Each dwelling shall have a minimum of two inside baths. No dwelling shall exceed thirty-five (35) feet in height unless specifically approved in writing by the ARC.

(b) Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on any Lot. Each single family residential dwelling constructed and maintained on any Lot shall have an attached, enclosed garage which shall correspond in style, color and architecture to the main residence for not less than two (2) standard sized passenger automobiles. Garages for more than two (2)

automobiles must be specifically approved in writing by the ARC. All garage doors must be wood or steel. The garage doors are to have woodgrain and/or raised panel exterior finish. Warehouse style garage doors are not permitted. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved in writing by the ARC.

(c) Guest Suites. A guest suite or like facility may be included as part of the main dwelling or as an accessory building upon written approval of the ARC. Such suite may not be rented or leased except as part of the entire premises including the main dwelling. The approval of all guest suites shall be subject to Springfield Township regulations.

(d) Roofs. The roofs of the main body of all buildings and other structures, including the principal residence and all accessory buildings shall be pitched. Flat roofs for such areas as porches and patios shall not be permitted without the written approval of the ARC. The ARC may, in its discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofing material shall be wood shakes, tile or shingles as specifically approved in writing by the ARC. All roof colors must be approved in writing by the ARC.

(e) Roof Structures and Chimneys. It is the general intent that no antennas, other aerial devices, wind generator appliances or other rooftop installation, projection or structure of any type shall be visible from adjacent property, the Lake, the public rights of way, or the Private Way. Special exceptions may be granted by the ARC wherein a hardship is proven because of the siting of the dwelling due to ground contours or natural vegetation interfering with cable or reception. It is expressly provided, however, that chimneys, roof-top attic ventilators and fans and solar collector panels which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved in writing by the ARC within its reasonable discretion.

(f) Screening of Equipment. All heaters, pool equipment, water softeners, air conditioning compressors and other ancillary or mechanical equipment located outside of a residential dwelling shall be suitably screened from the view of the Lake, the Private Way, the public rights of way, and adjacent Lots. Absolutely no window or wall air conditioning units shall be permitted unless screened from adjacent property and approved in writing by the ARC.

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(g) Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors shall be approved in writing by the ARC. No vinyl or aluminum siding shall be permitted. Uncovered or exposed (whether painted or not) concrete or concrete block, imitation brick or simulated stone face shall not be permitted as the exterior finish of any building structure or wall except for decorative purposes and then only with written approval of the ARC. The ARC shall encourage the use of materials that will blend with the environment. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any improvements located on any Lot. The color of door and window frames shall be in keeping with the scheme and architecture of the building, and approved in writing by the ARC. Mill finish aluminum door and window frames are prohibited. The ARC shall encourage the Owners to design the dwelling in such a way that each elevation of the dwelling shall have architectural interest and that the materials used on all of the elevations shall be architecturally integrated.

(h) Gutters, Downspouts and Drains. Gutters and downspouts shall be required in cases where run-off from roof surfaces may cause erosion of the Lot. The color of gutters and downspouts shall match or blend with the exterior of the structure. All downspouts will have splash blocks, sumps or other such erosion control devices. The run-off from gutters and downspouts may be piped underground to the Lake upon written consent of the ARC, which consent may be withdrawn from time to time by written notification to Owner by Declarant and/or the Association. All clean water connections to the sanitary sewer is prohibited. The clean water from the footer drain tile may be pumped into the Lake. No basement or other drain may connect with the footer tile.

3. Driveway Construction. All driveways shall be curvilinear where practical. The clearing for the driveway through the trees shall be approximately thirty (30) feet wide to allow for the installation of utility services of gas and water along the driveway clearing. The driveway shall be twelve (12) to fourteen (14) feet in width. The driveway may be paved or finished with a hard dust-free material or left unpaved and covered with a stone surface provided that in such case the Owner shall maintain the driveway in a rut-free condition. If a driveway must cross a drainage swale to connect with the Privateway, it shall have a grade or culvert that will not impede the flow of storm water.

4. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Subject Property unless they comply with the requirements below; otherwise, they must be approved in writing by the ARC.

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(a) Fences Permitted. "Split rail" and "log rail" fences are hereby granted approval by the Declarant. All wood fences shall remain unpainted to ensure a uniform weathering color. "Stockade" and "shadow box" pattern with dog-eared-pickets of rough cypress or pine slats with pressure treated 4x4 poles and 2x4 spans, six (6) feet in height to avoid appearance of broken elevations, may be granted approval for the purpose of screening and enclosing swimming pools. All wood fences shall remain unpainted to ensure a uniform weathering color.

(b) Types of Fences Prohibited. The erection of "chain link" or other metal type fences is specifically and permanently prohibited. However, non-climbing mesh may be attached to log rail and split rail fences upon written approval by ARC.

(c) Height, Perimeter and Location. Fences, not in excess of six (6) feet in height, may be installed around the perimeter of a Lot, provided that no fence may be constructed forward of the Lake Building Line of any Lot, as defined herein or in the Natural Area between the Private Way and the public right of way.

(d) Landscape Buffers. Landscape buffers may be required on the outside of any privacy fences and walls by the ARC in its sole discretion.

(e) Installation and Maintenance. All fences must be installed with the posts on the inside. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner.

5. Swimming Pools and Screens. No swimming pool of the so-called "above-ground" type shall be erected on any Lot. Any below ground swimming pools installed must be fenced and screened in accordance with these regulations as provided in Section 4. Any swimming pool, tennis court, hot tub or other such bathing facility, or playing surface which is of permanent construction (e.g. shuffleboard courts) to be constructed on any Lot shall be subject to requirements and review by the ARC. Particular attention shall be paid to avoiding excessive glare and reflection of any proposed lighting system on adjacent Lots.

6. Exterior Lighting, Post Lights and Other. All Lots shall have at least one exterior post light no further than ten (10) feet from the Private Way and at least two (2) feet in height. The Declarant reserves the right to require that all such exterior post lights shall be of one particular type or design specified by Declarant. Exterior lighting or illumination of buildings, yards, parking areas and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from

the Lake, the Private Way and the public rights of way or any adjacent Lot. All exterior lighting shall be approved in writing by the ARC.

7. Satellite Dishes. No satellite dish, disc or other apparatus or device for the reception of satellite transmissions or communications in any form shall be installed or erected upon any Lot unless approved in writing by the ARC and shall be suitably screened from the view of the Lake, the Private Way and the public rights of way and adjacent Lots.

8. Mailboxes and Other Delivery Boxes. The Declarant reserves the right to require that all street mailboxes shall be of one particular type or design specified by the Declarant so long as such designated type or design meets the rules and regulations of the United States Post Office Department. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries shall be inconspicuously attached to the main dwelling unless otherwise approved in writing by the ARC. The Declarant, Association or ARC may from time to time enact rules regulating the style and placement of delivery boxes or receptacles along the Private Way.

9. House Numbers. On each Lot the house number shall be clearly displayed in such a manner that it can be visible from the Private Way. Numbers may be displayed discreetly on the residence, mailbox, post light or another structure built specifically for this purpose.

10. Use of Shoreline Area. No portion of the Shoreline Area of any Lot, as herein defined, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed, subject to the provisions of Section 12, upon written approval of the ARC, as preventing the use of such portion of said lots for a dock, walks, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, for the purposes of beautifying said Lot. No vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof, and no structures of any type shall be erected, installed or maintained within the area designated as the Shoreline Area. Home vegetable gardens are permitted on any other portion of any Lot other than the Shoreline Area and the Natural Area between the Private Way and the public rights of way, provided they are not visible from the Private Way or from any adjacent or neighboring property. The Declarant, Association or ARC may from time to time enact rules regulating the temporary storage of boats within the Shoreline Area, including requiring covering, screening or their removal.

11. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located behind

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the Lake Building Line and within the side and rear building lines. Treehouses, platforms, swing sets or playground type equipment of a like kind or nature shall not be constructed in the Shoreline Area, as defined herein, nor be visible from the Private Way or from any adjacent or neighboring property. Any such playground equipment shall be constructed from materials that blend with the natural setting and may only be constructed in the Natural Area between the Private Way and the public rights of way upon written approval of the ARC.

12. Tree and Dirt Removal, Landscaping, Natural Areas. On the portions of the Lots with mature natural vegetation, it is encouraged that areas be left in their existing state. Particular attention shall be paid to the prevention of soil erosion and protection of trees during construction. The digging or removal of any dirt from any Lot or other portion of the Subject Property, is prohibited except as necessary in conjunction with the landscaping or construction of approved Improvements thereon. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARC has approved in writing a general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot. Thereafter no trees shall be removed from any Lot without the prior written consent of the ARC. As used herein the term "trees" shall mean and be defined as any tree with a circumference in excess of four (4) inches that is living and healthy.

(a) Sod and Landscaping Owner's Expense. All Lots shall be completely seeded or sodded in the Shoreline Area and in areas which are left exposed from the natural ground cover to prevent erosion in a combination of grasses as specified by Declarant or the ARC. The Owner shall, at his own expense, sow seed or install sod on the Lot in accordance with these provisions. For the purpose of promoting the natural habitat of wildlife and fish and enhancing the scenic beauty of the Subject Property, Declarant and/or the ARC may from time to time establish landscaping guidelines for the four (4) feet of Shoreline Area along the edge of the Lake of each Lot to be implemented by each Owner at the Owner's expense. If, within thirty (30) days of the time construction of a dwelling is completed, as evidenced by the occupancy of the dwelling or the issuance of a Certificate of Occupancy, the Owner has not sodded or seeded and landscaped the Shoreline Area, the Declarant or the Association may, at the expense of the Owner, sow seed or install sod and landscape in the Shoreline Area of the Lot, which expense shall constitute an Individual Assessment against the Lot to be reimbursed to the Association or the Declarant. Each Owner is encouraged to cover the Shoreline Area of his Lot with topsoil before sodding or seeding.

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(b) Artificial Vegetation. No artificial vegetation shall be permitted on any Lot other than inside the dwelling.

13. Wells. Wells approved as provided in Section 2.15 shall be set back from behind the Lake Building Line and placed within landscaped screens so as not to be visible from the Lake, the Private Way, or any adjacent or neighboring property.

14. Underground Utilities. All house connections for all utility lines and facilities including but not limited to water, sewer, electricity, telephone and cable television shall be located and installed underground from the proper connecting points to the dwelling structure or concealed under or within a building or other on-site improvements in a manner acceptable to the providing utility as well as approved by the ARC; provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent Improvements, and, provided further, that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus properly appropriately screened; (c) permanent outdoor safety light poles located and installed as approved in writing by the ARC.

15. Setbacks.

(a) Building Location. No dwelling shall be placed on any Lot closer to the Edge of the Lake than the Lake Building Line as shown on the Survey. An unenclosed patio or deck, connected to the dwelling may be constructed in front of the Lake Building Line up to the edge of the woods upon written approval by the ARC. No building shall be constructed closer than one hundred (100) feet from the center of the Privateway, nor closer than twenty (20) feet to either side Lot Line.

(b) Swimming Pool Location. Subject to the limitations for enclosures set forth in Section 5, a swimming pool and its patio, deck and enclosure may be constructed to the Lake Building Line and to within twenty (20) feet of the side lines.

(c) Outbuildings and Accessory Structures. All out-buildings or accessory structures shall be located within the building setback lines unless otherwise approved in writing by the ARC.

16. Temporary Structures and Outbuildings. No structure of a temporary or permanent character, whether trailer, tent, shack, garage (other than the garage required by Section 2(b) hereof) barn or other out-building shall be maintained or used on any Lot at any

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time, separate from the main dwelling, for any purpose; provided, however,

(a) That barbecue pits, greenhouses, gardenhouses, playhouses, treehouses, tool sheds and bathhouses shall be permitted hereunder, provided plans as to use, location and architectural design, color and material for the same are approved in advance in writing by the ARC, it being the intent to encourage the construction of Improvements that blend with the natural environment.

(b) That Declarant reserves, for itself, and any homebuilders within the Subject Property, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of the Subject Property as may be necessary or convenient while selling Lots, selling or constructing residences and constructing other Improvements upon the Property; provided, however, Declarant and any homebuilders within the Property desiring to construct such facilities must consult with and have the written approval of the ARC with respect to the placement and design of the facilities prior to the construction or placement thereof. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

(c) The erection, installation and maintenance of metal pole barns are specifically and permanently prohibited.

(d) Other than provided in paragraph 16(b), no outbuilding or structure may be constructed and used prior to the main residence being constructed.

17. Damaged Buildings. Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within six (6) months from the date of destruction and the land restored to an orderly and attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved in writing by the ARC.

18. Review Documents. PRIOR TO THE OBTAINING OF A BUILDING PERMIT OR APPLICATION FOR ANY COMMITMENT FOR CONSTRUCTION FINANCING, PLANS AND SPECIFICATIONS FOR ALL IMPROVEMENTS SHALL BE SUBMITTED TO THE ARC. THE FOLLOWING CRITERIA SHALL APPLY TO THOSE DOCUMENTS:

(a) Drawing and documents required for review shall consist of the following:

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(i) Site plan at a scale of not less than 1" = 20'-0:.

(ii) Floor plans of a scale of not less than 1/8" = 1'-0:.

(iii) Elevations of all sides of contemplated structures at a scale of not less than 1/8" = 1'-0".

(iv) Summary specification list of all proposed exterior materials.

(b) The site plan shall show the following:

(i) Location and size of all structures with dimensioned setbacks from property lines.

(ii) Location of all walkways, driveways, retaining walls, steps, fences, pools or any such Improvements to be constructed on the Lot.

(iii) Existing and proposed topographic elevations for lot grades, as well as, all floor elevations for proposed structures. Elevations shall also be given for all proposed walks, stairways, retaining walls, driveways and the like improvements. Drainage patterns should also be illustrated.

(iv) Locations and type of all trees in excess of four (4) inches in diameter at two feet above the existing ground within the vicinity of anticipated Improvements or alterations.

(v) Location of all mailboxes, post lamps, house numbers, trash receptacles, air conditioning compressors, swimming pool filters and other such appurtenances which may be associated with the dwelling unit.

(vi) The location of all utility connections for sewer, water, electricity and the like.

(vii) All easements, setbacks and other such requirements as shown on the Survey or as per governmental regulations.

(viii) All areas to receive landscaping and sodding or to be left in their natural state. Any areas which are indicated for landscaping shall indicate the type and size of such plant materials.

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(c) The floor plan shall delineate the names of each room and/or the purpose of such room. There shall be an overall computation of the total living area, roofed or covered area, and garage space.

(d) All building elevations should clearly indicate the materials shown as well as color and/or texture if not known by its designation, including garage and entry doors. If any exterior material designation is not commonly known as to color, texture or other such characteristic of its appearance and cannot be specified in such a manner that it is clearly understood, a sample of such material shall be supplied for approval prior to its application or installation.

(e) Such other documents as ARC may require in its sole discretion.

19. Construction.

(a) Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than one (1) year from the date of the commencement of such construction. However, the ARC shall have the power and authority to extend the period permitted for construction, provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the ARC, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted.

(b) During construction contractors shall not permit run-off to enter the Lake. At the conclusion of construction any disturbed or eroded shoreline shall be restored to its original grade, slope and contour.

(c) Prior to any construction or filling, all leaves and other organic matter must be cleared away down to bare dirt before any filling is done to prevent souring the ground water with decaying materials.

20. Grades. Declarant reserves the sole and exclusive right to establish grades and slopes in all Lots and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan. The grades at which any dwelling shall be erected as established by the Declarant must be conformed to by the Owner unless waived by the ARC.

21. Building Envelope. In addition to the building setback lines set forth in paragraph 15, Declarant reserves the right for

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any Lot to establish a "building envelope" within which the dwelling and all other Improvements shall be located.

IN WITNESS WHEREOF, the undersigned entity has caused its presents to be signed by its proper Officer, and its corporate seal to be affixed, this 5th day of June, 1990.

Signed, Sealed and Delivered
in the Presence of:

Judith A. Hassen

Judith A. Richardville

ROSTAN, INC.,
an Ohio corporation

by Kathie L. Van Gunten (SEAL)
Kathie L. Van Gunten, President
(DECLARANT)

STATE OF OHIO)
)
COUNTY OF LUCAS)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, INC., an Ohio corporation, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

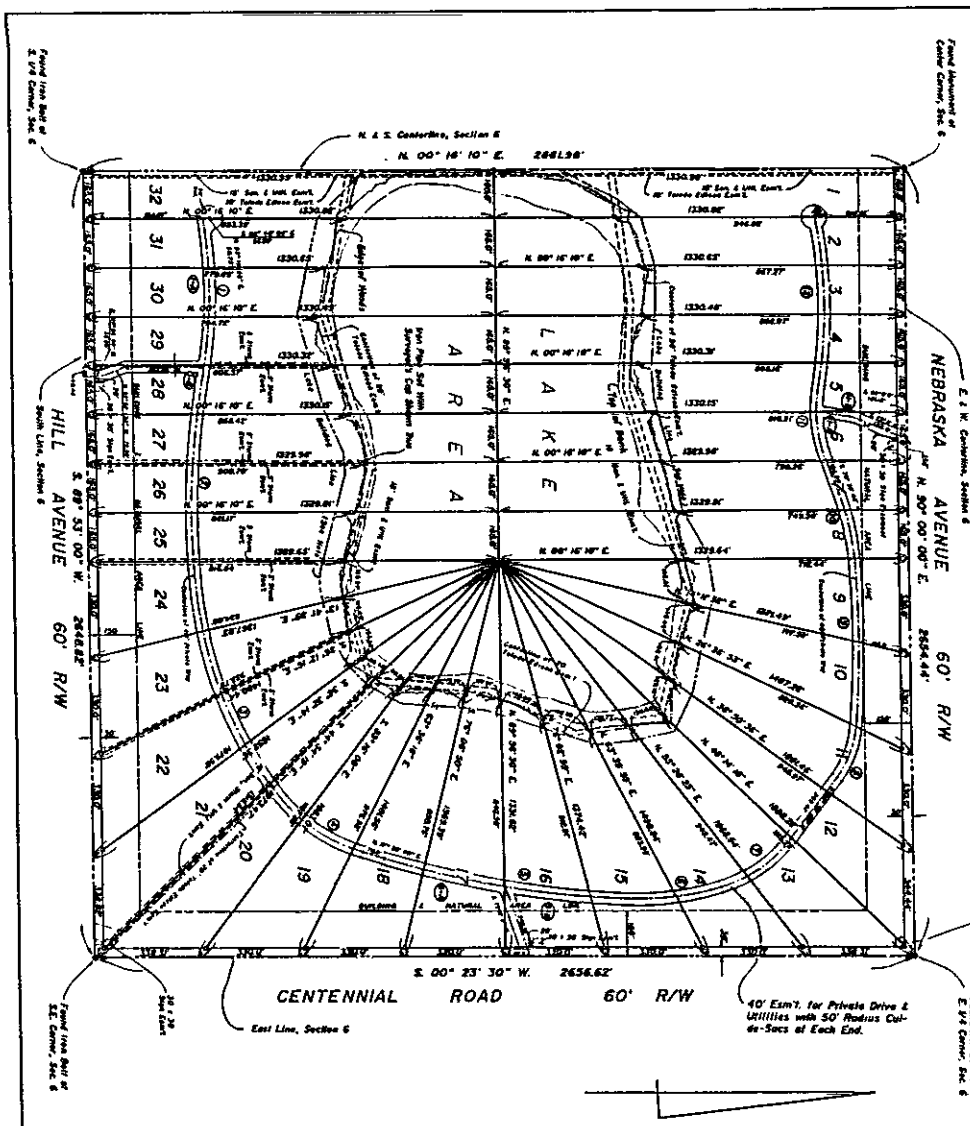
WITNESS my hand and official seal, this 5th day of June, 1990.

Judith A. Hassen
Notary Public

JUDITH A. HASSEN
Notary Public, State of Ohio
My Commission Expires Feb. 13, 1993

90 739009

PLAT OF SURVEY OF TREMORE



BUILDING LINE NOTE

Building Line around Lake shall be as follows:
Minimum of 25' into the Woods or 100' from Edge of Lake (Top of Bank), Whichever is greater.

CENTERLINE CURVE DATA

No.	Radius	Δ	Tan.	Arc	Chord and Bearing
1	1430.00	16° 48' 04"	211.71'	419.50'	S. 44° 30' 00" E. 418.04'
1-A	-	13° 14' 39"		330.00'	S. 89° 06' 43" E. 329.27'
1-B	-	90° 23' 25"		41.00'	S. 89° 43' 42" E. 41.00'
2	2530.00'	17° 19' 00"	384.37'	765.29'	S. 84° 38' 00" E. 762.54'
3	1370.00'	30° 36' 00"	361.84'	644.63'	N. 67° 48' 00" E. 636.70'
4	528.00'	39° 00' 00"	184.93'	346.47'	N. 39° 00' 00" E. 343.04'
5	304.36'	83° 00' 00"	440.00'	883.31'	N. 49° 00' 00" E. 812.99'
5-A	-	07° 15' 38"		394.43'	N. 12° 36' 49" E. 394.18'
5-B	-	07° 44' 38"		439.86'	N. 04° 28' 17" E. 439.55'
6	870.00'	19° 00' 00"	145.55'	288.50'	N. 07° 00' 00" W. 287.16'
7	430.00'	37° 00' 00"	143.84'	277.68'	N. 35° 00' 00" W. 272.88'
8	339.23'	32° 00' 00"	97.36'	189.47'	N. 19° 30' 00" W. 187.02'
9	3863.24'	04° 31' 12"	152.42'	304.76'	N. 09° 45' 36" W. 304.57'
10	997.46'	15° 00' 00"	126.04'	250.72'	S. 78° 56' 48" W. 250.00'
11	303.27'	38° 31' 12"	127.91'	253.87'	S. 83° 12' 24" W. 247.94'
11-A	-	19° 46' 48"	106.90'	209.70'	S. 90° 35' 12" W. 164.47'
11-B	-	09° 44' 24"		86.56'	N. 89° 58' 12" W. 86.46'
12	1453.53'	20° 00' 00"	255.66'	506.38'	S. 89° 30' 00" W. 319.44'

SURVEY REPORT FOR: ROSTAN, INC.

Legal Description: Southeast 1/4, Section 6, T-2, United States Reserve, Springfield Township, Lucas County, Ohio

G. M. BARTON SURVEY CO.
CIVIL ENGINEERS & SURVEYORS
MAUMEE, OHIO 43537
Phone 419-893-3337
P.O. Box 148

Date: Jan. 1989 Survey No. 2721-88 File No. 447

EXHIBIT C

184/00/14

RECEIVED & RECORDED

JUN 07 1990

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

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Envelope Box - B

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AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR TREMORE FORMERLY KNOWN AS DEER LAKE

THIS AMENDMENT is made this 6 day of September, 1990 by ROSTAN, INC. an Ohio Corporation (the "Declarant").

RECITALS

A. Declarant has heretofore executed and recorded at Microfiche Nos. 90 738A05 through 90 739C10 that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSE AND EASEMENTS FOR TREMORE FORMERLY KNOWN AS DEER LAKE, dated June 5, 1990 (the "Declaration").

B. Declarant is the owner of certain parcels of real estate located in the County of Lucas, State of Ohio, described in Exhibit A to said Declaration.

C. Declarant intends, hereby, pursuant to the authority of Section 9.09 of Article IX of said Declaration to amend the Declaration in the manner set forth below.

AMENDMENT

NOW, THEREFORE, THE DECLARATION is hereby amended as follows:

1. Exhibit C is hereby amended to delete the same in its entirety and to substitute, therefore, Exhibit C attached to this Amendment.

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IN WITNESS WHEREOF, Declarant has executed this Amendment the date and year first above written.

ROSTAN, INC.

Signed, Sealed and Delivered in the presence of

Judith A. Richardville

Judith A. Hassen

BY Kathie L. Van Gunten
Kathie L. Van Gunten, President

STATE OF OHIO)
)
COUNTY OF LUCAS)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kathie L. Van Gunten, known to me to be the individual described in and who executed the foregoing instrument as President of the above named ROSTAN, INC., an Ohio corporation, and acknowledged to and before me that she executed such instrument as President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 6 day of September, 1990.

Judith A. Hassen
Notary Public JUDITH A. HASSEN
Notary Public, State of Ohio
My Commission Expires Feb. 13, 1995

CERTIFICATION

Pursuant to 9.09 of Article IX of the Declaration, the President and Secretary of the Association certify that within fifteen (15) days after required Notice, the Board has not received written objection to the foregoing Amendments by two-thirds (2/3) of the Owners.

TREMORE HOMEOWNERS' ASSOCIATION

BY Kathie L. Van Gunten
President

BY Judith A. Richardville
Secretary

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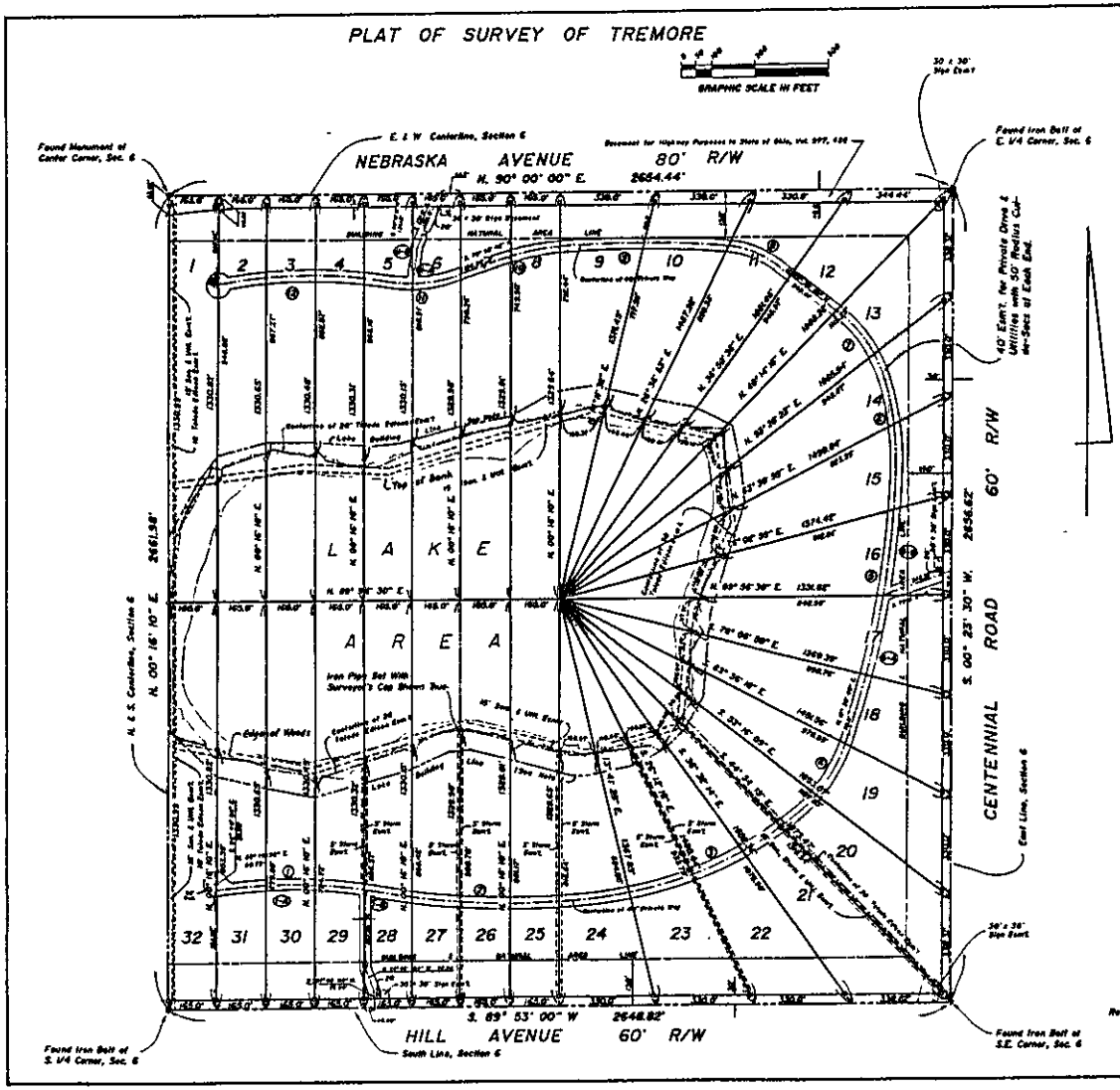
PLAT OF SURVEY OF TREMORE



Revised Drawing 6-29-90. Showed Highway Easement along Nebraska.

BUILDING LINE NOTE

Building Line around Lake shall be as follows:
Minimum of 25' into the Woods or 100' from Edge of Lake (Top of Bank), Whichever is greater.

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CENTERLINE CURVE DATA

No.	Radius	Δ	Tan.	Arc	Chord and Bearing
1	1690.00'	16° 40' 04"	241.71'	480.00'	S. 88° 20' 02" E. 478.31'
1-A	"	15° 14' 39"		439.00'	S. 89° 02' 45" E. 437.71'
1-B	"	01° 25' 25"		41.00'	S. 80° 42' 43" E. 41.00'
2	2630.00'	17° 10' 00"	396.97'	787.95'	S. 88° 35' 00" E. 785.04'
3	1320.00'	30° 20' 00"	387.81'	698.83'	N. 67° 40' 00" E. 698.78'
4	522.00'	35° 00' 00"	164.59'	318.87'	N. 38° 00' 00" E. 313.94'
5	3114.25'	15° 00' 00"	410.00'	815.31'	N. 10° 00' 00" E. 812.99'
5-A	"	07° 15' 25"		394.45	N. 13° 52' 18" E. 394.16'
5-B	"	07° 44' 35"		420.86'	N. 06° 22' 17" E. 420.95'
6	670.00'	19° 00' 00"	145.99'	266.90'	N. 07° 00' 00" W. 267.16'
7	430.00'	37° 00' 00"	143.86'	277.66'	N. 32° 00' 00" W. 272.86'
8	339.25'	32° 00' 00"	97.26'	189.47'	N. 69° 30' 00" W. 187.02'
9	3563.24	08° 31' 12"	265.42'	529.86'	N. 89° 45' 36" W. 529.57'
10	967.66'	15° 00' 00"	126.06'	250.72'	S. 78° 26' 48" W. 250.00'
11	503.27'	26° 31' 12"	127.91'	258.91'	S. 85° 14' 24" W. 247.94'
11-A	"	16° 46' 45"		164.96'	S. 80° 28' 11" W. 164.21'
11-B	"	09° 44' 27"		86.96'	N. 88° 28' 14" W. 86.46'
12	1665.95	20° 00' 00"	293.68'	581.39'	S. 89° 30' 00" W. 578.44'

RECEIVED & RECORDED
NOV 08 1990
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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SURVEY REPORT FOR: ROSTAN, INC.

Legal Description: Southeast 1/4, Section 6, T-2, United States Reserve, Springfield Township, Lucas County, Ohio

G. M. BARTON SURVEY CO.
CIVIL ENGINEERS & SURVEYORS
MAUMEE, OHIO 43537

Phone 419-893-3327 P.O. Box 148

Date: Jan 1989 Survey No. 2721-88 File No. 4471