CRYSTAL CREEK VILLAS
PLAT TWO

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20698

DECLARATION OF RESTRICTIONS
As To
CRYSTAL CREEK VILLAS PLAT TWO

WHEREAS, LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE, an Ohio corporation ("Trustee"), having an address at 626 Madison Avenue, Toledo, Ohio 43604, and is the owner in fee simple of all of the property constituting Crystal Creek Villas, Plat Two, a Subdivision in Springfield Township, Lucas County, Ohio, as per plat ("Plat") thereof recorded at Volume 52 Page 2 of the Lucas County, Ohio Plat Records ("Plat Two").

WHEREAS, Trustee holds title for the benefit of Moses Lefler, Ltd., an Ohio limited liability company ("Developer"), having an address at 2641 North McCord, Toledo, Ohio 43615, the beneficial owner and developer for Plat Two.

WHEREAS, Plat Two includes twenty (20) lots and a common area, all of which are shown on the Plat.

WHEREAS, the lots located and shown on the recorded plats of "y" Creek (hereinafter defined) are hereinafter sometimes referred to individually as a "residential lot" or collectively as "residential lots."

WHEREAS, all of the real property in Crystal Creek, other than the residential lots and any buffer lots (as shown on the recorded plats of Crystal Creek), shall be known as and hereinafter sometimes referred to as the "Common Area."

WHEREAS, Developer has previously undertaken the development of Crystal Creek Villas Plat One, a Subdivision in Springfield Township, Lucas County, Ohio, as per plat thereof recorded at Volume 147, Page 43 of the Lucas County, Ohio Plat Records ("Plat One"), and the Developer has caused to be executed and recorded that certain Declaration of Restrictions as to Crystal Villas Plat One at File No. 00-2371B06 of the Lucas County, Ohio Records.

WHEREAS, Plat One, Plat Two and any subsequently recorded plats shall be hereinafter sometimes referred to collectively as "Crystal Creek."

WHEREAS, Developer desires to establish a general plan for the development, improvement and use of Plat Two as an extension of Plat One on a zero lot line basis, and to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of Plat Two.

WHEREAS, Developer is the owner of or may purchase other land adjacent and contiguous to Plat One or Plat Two; Developer may provide for the development thereon of a subsequent plat or plats as an extension to Crystal Creek; such subsequent plat or plats may include additional parcels to be developed and improved as a zero lot line development; and Developer reserves the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any subsequent plat or plats that are in all respects similar to the
restrictions on Plat Two and that will make such subsequent plat or plats attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer may exercise any of the above-mentioned reserved rights by filing consecutively numbered plats of Crystal Creek, together with supplemental declarations of restrictions subjecting such subsequent plat or plats to this Declaration of Restrictions ("Declaration").

NOW, THEREFORE, in pursuance of the general plan for the protection, benefit and mutual advantage of the residential lots in Plat Two and of the persons who are now or may hereafter become the owners of any of the residential lots or parts thereof, and as part of the consideration for this adoption of the restrictions hereinafter set forth, the Developer, for itself and its successors and assigns, hereby submits Plat Two to the terms and conditions of this Declaration.

ARTICLE I
USE OF LAND

1.1 Description of Lots. Plat Two is a zero lot line development. Only one single family attached dwelling may be erected or maintained on any residential lot. The Architectural Control Committee (hereinafter defined) shall strictly control the location of the residential structure on each residential lot in accordance with the “Typical Lot Layout” shown on the Plat. It is understood and agreed by Developer, for itself and each owner of a residential lot thereafter, that by reason of present zoning and building regulations or by reason of good land use planning or by reason of providing coordinated community design encompassing all the residential lots, no residential lot, by itself, shall support a free standing, single family structure, and each residential lot owner, by acceptance of a deed to a residential lot, agrees that the limitation of use of the residential lots for one single family attached dwelling per residential lot is reasonable and does not and will not constitute an unreasonable limitation on use of the residential lots. As to the structures that are erected across residential lot lines, it is contemplated that the common wall between the two single family dwellings contained in the same structure will be erected over the lot line between those residential lots. Each single family attached dwelling shall be not less than one thousand two hundred (1,200) square feet, and not more than two thousand (2,000) square feet of living area (measured from the outside of exterior walls and excluding basements and garages).

1.2 Common Area and Easements. The real estate included in Plat Two and designated on the Plat as “common area,” “sanitary sewer easements,” “drainage and utility easements,” and “sidewalk easements” shall be used exclusively for drainage and utility purposes, for noncommercial recreational purposes and for open space.

1.3 Use Restrictions. No building or structure on any residential lot and no portion of any residential lot shall be used for other than residential purposes. No portion of any residential lot or structure may be used or permitted to be used for any business or commercial purpose other than use as a home office if permitted by applicable zoning ordinances. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of Plat Two, nor shall anything be done within Plat Two that may be or become an annoyance or nuisance. No
clothing, bedding, books, clothing or similar articles or other items or materials shall be hung out or exposed from any residence or on any part of any residential lot or on any part of the Common Areas of Plat Two. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for underground sprinkler systems which shall first have been approved by the Architectural Control Committee as provided under Article II hereof. No residential lot shall be used for the storage of automobiles, motor homes, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected on any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building material not incorporated into the structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No tower, antennae, satellite dish or similar receiving or transmitting device shall be permitted on any residential lot, provided, however, that satellite dishes of 24" or less in diameter shall be permitted if approved under Article II hereof.

1.4 Completion of Structures. No Occupancy of Incomplete Dwellings or Other Shelters. All structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from residential lots without the approval of the Architectural Control Committee as provided under Article II hereof. No dwelling erected in Plat Two shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved thereof by the Architectural Control Committee as provided under Article II hereof. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Plat Two.

1.5 Pets. Dogs and cats suitably maintained and housed within a dwelling, may be kept on any residential lot, provided the total number of such pets does not exceed two (2). Such pets shall be kept subject to rules and regulations adopted by the Association (hereinafter defined). No other animals may be kept on any residential lot unless specifically approved by the Association and then subject to such rules and regulations as the Association may adopt from time to time. No animal may be kept, bred or maintained for any commercial purpose. No dog runs, dog houses or the like may be placed or constructed on any residential lot. Household pets will be permitted on the Common Area of Plat Two only if on a leash. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from Plat Two in accordance with rules and regulations adopted by the Association.

1.6 Signs; Model Homes. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any residential lot without the written permission of the Association. The Association shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all signs. Notwithstanding the foregoing provisions of this Section:

(a) Until such time as Developer has conveyed to others all residential lots in Plat Two, Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the residential lots in Plat Two and to maintain large temporary signs
on McCord Road and/or Crystal Lake Drive and/or South Avenue advertising the sale of residential lots and residences in Plat Two.

(b) Developer and builders who have purchased residential lots in Plat Two for the resale to others before or after the construction of dwellings thereon shall be permitted to erect temporary “for sale” signs not exceeding 20 square feet per side and, as to builders, approved as to design and color by Developer; and

(c) The owner of a residence and residential lot may place one “for sale” sign of not more than ten (10) square feet per side on the residential lot being sold or in the Common Area immediately adjacent to the residential lot between the residence and the street. Such sign shall be subject to the approval of the Association as provided above.

1.7 Storage of Personal Property. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in Plat Two, shall be suitably housed within an attached garage.

1.8 Disposal of Rubbish, etc. All rubbish, debris and garbage shall be stored and maintained in containers entirely within a structure. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Association.

1.9 Maintenance. Each residential lot owner shall maintain such owner’s residence and all improvements upon such owner’s residential lot in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, screens and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors that are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of the same shall be permitted. No residential lot owner shall change the exterior color of his residence without the prior written consent of the Architectural Control Committee.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, decks, porches, driveways, hedges, garages, basements and other enclosures) to be constructed within Plat Two shall be submitted for examination to the Architectural Control Committee (hereinafter described) and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Architectural Control Committee shall approve, reject or approve with modifications all submissions within twenty (20) days after submission of the plans and specifications required hereunder to the Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type,
architectural design, quality, use, construction materials and color scheme of the proposed building, structure, improvement or alteration, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof in its records. In approving plans and specifications, the Architectural Control Committee may require that the exposed surface of common walls be suitably finished by the owner thereof if construction of the adjoining residences is not commenced within a reasonable time after completion of the common wall, as determined by the Committee.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall be composed of not more than three (3) members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the residential lots in Plat Two to others and residences shall have been erected on all of the residential lots in Plat Two. Thereafter the Association shall have the right to appoint the members of the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this Section 2.2 to any successor to its interest as Developer of Plat Two; and, (ii) the right and privilege to relinquish to the Association its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder. Upon relinquishing its rights of membership or appointment, Developer shall have no further rights or obligations with respect to the Architectural Control Committee and all rights of appointment shall thereafter accrue to and be held by the Association.

2.3 Architectural Standards. Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Plat Two as an architecturally harmonious, artistic and desirable residential subdivision following a common landscape theme, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of Plat Two taken as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Crystal Creek as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in Plat Two as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.4 Location of Structures. Extensions into Common Areas. All dwellings in Plat Two shall be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the Plat. If approved by the
Architectural Control Committee and subject to applicable laws and regulations, roof overhangs, gutters, bay windows, chimneys, patios, open porches, decks, walkways, driveways and shrubbery may extend into the Common Area immediately adjacent to dwellings that have been erected wholly within the residential lot lines. In addition, the Architectural Control Committee may permit, subject to applicable laws and regulations, the owners of residential lots that have been improved with residences having patios or decks to plant and maintain formal yards and plantings in the Common Areas adjacent to such patios or decks; provided, however, that: (i) the area of such yards and plantings shall not exceed that which is reasonably necessary in the judgment of the Architectural Control Committee, to aesthetically complement the adjacent residence; (ii) the yard and plantings shall be installed and maintained in accordance with a landscape plan approved by the Architectural Control Committee solely at the expense of the benefited owner; and (iii) the Association shall have the right to terminate such usage and remove any plantings if the owner does not replace such plantings as required and does not maintain such lawns and plantings in first-class condition.

2.5 Landscaping and Lawns. Developer or the Architectural Control Committee may establish a master plan for the landscaping of Plat Two, which master plan shall serve as a model or guide in the preparation of all individual landscaping plans for residential lots in Crystal Creek. True copies of any such master landscaping plan shall be filed with the Association and with the Architectural Control Committee. Prior to commencement of construction on any residential lot, an individual landscaping plan for such residential lot shall be submitted to and approved by the Architectural Control Committee. All landscaping shall be installed and completed within two (2) months following the date of occupancy of a residence unless occupancy occurs after October 1 and before March 1, in which case such landscaping shall be installed and completed not later than the following April 30. Unless otherwise directed by the Association, all such landscaping shall be maintained and repaired by the owner of such residence.

No portion of any residential lot nearer to the front, street or rear line or lines than the building setback lines as shown on the Plat shall be used for any purpose other than that of the building. No vegetables or grains of the ordinary garden or field variety shall be grown on any residential lot; no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon any residential lot; and no unsightly objects shall be allowed to be placed or suffered to remain on any residential lot.

2.6 Trees. Subject to the provisions for yards and plantings under Section 2.5 above, Developer shall preserve, as far as possible and consistent with the development of Crystal Creek the trees and natural attributes of the Common Areas. No trees greater than six inches in diameter at four feet above grade shall be removed in connection with the development of any residential lot except as approved by the Architectural Control Committee and as shown on the approved site plan for the construction.

2.7 Fencing. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain upon any residential lot.

2.8 Basketball Backboards. No basketball backboards shall be erected or attached to any residence, garage or any other structure on the residential lot. Any and all stand-alone
basketball units whenever or wherever erected shall be first approved by the Architectural Control Committee.

2.9 Swimming Pools: Above-Ground Improvements. No swimming pools of any type, whether above-ground or inground, shall be permitted, installed or maintained in Plat Two. No sheds, storage facilities or enclosures shall be permitted.

2.10 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on the Common Area and on all residential lots and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Crystal Creek.

2.11 Construction in Violation of Approved Plans. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement or subsequent completion of construction, including any change in exterior colors or materials, without written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

2.12 Voting by Architectural Control Committee: Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the committee, not less than two days notice of a meeting shall be given each member in writing or by telephone at his residence address. Two members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in Plat Two, as further consideration for the conveyance to them of such residential lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such residential lots, by their acceptance of the conveyance of such residential lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE III

PARTY WALLS; UTILITY EASEMENTS OVER LOTS

3.1 General Rules of Law to Apply to Party Walls. To the extent not inconsistent with the provisions of this Article III and unless the owners of adjoining residential lots shall otherwise agree, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall that is built or maintained at anytime within Plat Two pursuant to plans and specifications approved by the Architectural Control Committee. In the event that any portion of any structure, including, but not
limited to, any foundation, footer, overhang, firewall or party wall that has been constructed on or along a residential lot line in accordance with plans and specifications approved by the Architectural Control Committee shall protrude not more than twelve inches (12") onto or over an adjoining residential lot, such protrusion shall not be deemed to be an encroachment upon the adjoining residential lot or residential lots, but the rights and obligations of the adjoining residential lot owners with respect thereto shall be governed by this Article III and no residential lot owner shall maintain any action for the removal of such protrusion. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that there shall be a perpetual easement in favor of the encroaching party, so long as such use shall be maintained, for: (i) continuing maintenance and use of such protrusion, including the right to extend, remodel and reconstruct the same; and (ii) lateral support of such protrusion by the subsoil and minerals in and under the servient parcel provided, however, that the foregoing easement shall not be construed to prevent the owner of any residential lot from making excavations on his residential lot for construction, reconstruction, enlargement, maintenance or repair of his dwelling so long as he shall protect the rights granted the adjoining residential lot owner hereunder in making such excavations. The foregoing shall also apply to any replacements of the original structure or party wall. The foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this Declaration. This section shall apply only to party walls that have been properly located under plans and specifications approved by the Architectural Control Committee in advance of construction and shall not be deemed to validate or to waive the right of any residential lot owner to require the removal of any encroachment that has not been so approved by the Architectural Control Committee.

3.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the residential lot owners who make use of the wall in proportion to such use.

3.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any residential lot owner who has used the wall may restore it, and, if the adjoining residential lot owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of the residential lot owner who restores the wall to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

3.4 Right to Contribution Run with Land. The right of any residential lot owner to contribution from any other residential lot owner under this Article III shall be appurtenant to the land and shall pass to such residential lot owner’s successors in title.

3.5 Arbitration. In the event any dispute shall arise concerning a party wall under the provisions of this Article III, the owners of the residential lots affected shall be deemed to have agreed to submit the dispute to arbitration under Chapter 2711 of the Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand by either party the dispute shall be presented to three arbitrators. Each party shall choose one arbitrator, the arbitrators so chosen shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The place of arbitration shall be Lucas County, Ohio. Each party shall pay all costs of his arbitrator. The costs of the third arbitrator and of the arbitration proceeding shall be borne equally by the parties.
3.6 Utility Easements Across Residential lots and Through Dwellings. The utility lines serving one residential lot in a pair of residential lots may extend over the adjacent residential lot and/or through the dwelling located on such adjacent residential lot. Where such situation should occur, there is hereby created an easement for such lines over the servient residential lot and, to the extent necessary, through any dwelling located thereon for the benefit of the benefited residential lot and the dwelling located thereon with right of access; upon reasonable notice, to maintain, replace and repair such lines at the sole cost of the benefited residential lot and in such manner as will cause the least disturbance to the servient residential lot.

ARTICLE IV

CRYSTAL CREEK VILLAS ASSOCIATION

4.1 Membership in Association. All owners of residential lots in Plat Two together with all owners of residential lots in Plat One, and all persons who hereafter acquire title to a residential lot in any subsequent plats of Crystal Creek, shall automatically become members of the Crystal Creek Villas Homeowners Association, Inc. ("Association") and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plats, this Declaration, and the Articles of Incorporation and Code of Regulations of the Association.

4.2 Rights to use Common Area. Each member of the Association, in common with all other members, shall have the right to use the Common Area and the utility easements in Crystal Creek for all purposes incident to the use and occupancy of the member's residential lot as a place of residence and shall have a nonexclusive easement together with the other owners of residential lots to the use and enjoyment of the Common Area and the utility easements. All members of the Association shall use the Common Area and the utility easements in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants, except to the extent that the Architectural Control Committee has approved the extension into the Common Areas immediately adjacent to dwellings erected on a residential lot of roof overhangs, gutters, bay windows, chimneys, patios, open porches, decks, walkways, driveways or shrubbery.

4.3 Association Rights. The Association shall have the power and right:

(a) to acquire title from Developer to all Common Areas that may be designated for the common use and enjoyment of residential lot owners in Plat Two and to manage, maintain, improve and repair such Common Area and utility easements;

(b) to enforce all provisions herein and in the recorded plats of Crystal Creek;

(c) to adopt rules and regulations of general application governing the maintenance and rental of dwellings and Common Areas and utility easements on the recorded plats of Crystal Creek;

(d) in the event an owner of any residential lot fails to repair and maintain the exterior of the residence on that residential lot or the landscaping on or adjacent to that residential lot in first-class condition within forty-five (45) days after delivery of notice from the Association
to his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required (if such notice is not hand delivered it shall be sent by certified mail, postage paid, return receipt requested) then the Association, upon the affirmative vote of a majority of its Trustees, shall have the right to enter upon said residential lot and to repair and maintain the exterior of such residence or the adjacent landscaping with the cost of any such repair or maintenance being added to and becoming a part of the Association's assessment against said residential lot and

(e) to manage, operate, maintain, improve, repair and replace the Common Area, including, but not limited to, grass mowing, landscape maintenance, snow removal and general maintenance.

(f) to furnish landscape maintenance service to the residential lots, including, but not limited to, lawn mowing, edging, trimming, fertilizing, applying weed killer, spraying of trees and shrubs, and/or removing leaves. The cost of providing such services shall be assessed equally among all the residential lot owners. The decision by the Association to furnish landscape maintenance to any residential lot shall be binding upon the owner of said residential lot and the owner of said residential lot shall not thereafter interfere with or obstruct in any way the furnishing of landscape maintenance services by the Association. The collection of any such assessments made pursuant to this paragraph shall be lienable in accordance with Article V of this Declaration. The Developer hereby reserves to itself, and to its successors and assigns an easement upon each residential lot for the purpose of furnishing all landscape maintenance services as set forth in this Section 4.3(f).

(g) to carry out all other purposes for which it was organized or which it may hereafter be authorized to undertake.

4.4 Ownership of Common Area. Notwithstanding the provisions of Section 4.1 of this Article IV and notwithstanding any recital, plan note, certification or designation of "common area" on the Plat, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such Common Area unless and until Developer shall convey such Common Area to or for the benefit of the Association. Thereafter, the owners of the residential lots in Plat Two shall have only those rights with respect to the Common Area as are granted them hereunder and under the Articles of Incorporation and Code of Regulations of the Association.

This Section 4.4 is being included in this Declaration for the purpose of amending the Plat to reflect that the Association, upon conveyance from the Developer, shall own and control all of the Common Area in Plat Two, and that the residential lot owners shall have no ownership interest in the Common Area, but shall only have such rights with respect to the Common Area as are set forth in this Declaration and as may be granted to the residential lot owners by the Association. Upon recording of this Declaration, it is the intent of the Developer that the Plat be amended in accordance with this Section 4.4, and that each of the residential lot owners shall automatically be bound by the provisions hereof by acceptance of a deed to any residential lot in Plat Two.
The Developer, its successors and assigns, hereby reserves the right, at any time and from time to time, to convey fee simple title to all or any portion of the Common Area in Plat Two, and in such instance, the Association shall be required to accept delivery of a quitclaim deed for such purpose; provided, however, that the Association shall not be required to accept title to the Common Area until such time as fifty percent (50%) of the residential lots in Plat Two are owned of record by persons or entities other than the Developer.

4.5 Voting. Each member of the Association other than Developer, its successors and assigns, shall be entitled to one vote in the Association for each residential lot that such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as Developer shall hold title to any residential lot in Plat Two or in subsequent plats of Crystal Creek Villas, Developer shall be deemed to have fifty-one percent (51%) of the votes in the Association.

ARTICLE V
ASSESSMENT

5.1 Annual Assessment. For the year commencing January 1, 2002, and each calendar year thereafter, each and every residential lot and residential lot owner in Plat Two shall be subject to an annual assessment in such amount as may be annually determined by the Association through its Board of Trustees. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be paid to the Association in not more than four (4) quarterly equal installments. The number of installments over which the annual assessment is payable and the due dates of such payments shall be determined from time to time by the Board of Trustees. The assessment for any residential lot owned by Developer shall be one-half (1/2) of the amount applicable to all other residential lots.

5.2 Special Assessments. In the event a majority of the Board of Trustees determines that the Association has an urgent need for funds that may not be satisfied through the payment of the installments of the annual assessment, a majority of the Board of Trustees may authorize the levying of a special assessment. The Board shall establish the amount and due date of the special assessment, which due date shall not be sooner than twenty (20) days following notice to the members that such assessment has been levied. Any special assessment shall be subject to the provisions of Section 5.3. Special assessments against a particular residential lot or group of residential lots in Plat Two for matters affecting only such residential lots may be levied only by written agreement between the Association and the owners of the residential lots so affected.

5.3 Assessment Lien; Enforcement of Payment. The annual assessment shall become a lien against each residential lot on the first day of the year for which it is due and special assessments shall become a lien on the date notice of the special assessment is given to the member. Annual and special assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners if more than one) of each residential lot at the time
when the assessment becomes a lien. Members who fail to pay any annual or special assessment or any installment thereof within twenty (20) days of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the annual or special assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:

Notice of Lien

Notice is hereby given that Crystal Creek Villas Association claims a lien for unpaid annual assessments for the year(s) in the amount of $ and special assessments in the amount of $ against the following described premises:

(Insert legal description)

The records of the Association indicate that is (are) the present owner(s) of such premises.

CRystal Creek Villas Association
By:

STATE OF OHIO )
COUNTY OF ) SS:

The foregoing instrument was acknowledged before me this day of , 20 by of Crystal Creek Villas Association, an Ohio non-profit corporation, on behalf of the corporation.

__________________________
Notary Public

In the event any installment of any assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses of collection and foreclosure in that behalf, including attorney fees. No owner may waive or otherwise escape liability for any assessments provided for herein by non-use of the Common Areas or any facilities located thereon or by abandonment of his residential lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided,
however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage which was recorded prior to the notice of lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the owner(s) of such residential lot for such assessment. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.4 Application of Assessments. The annual assessments shall be levied against all residential lots in Plat Two except for any residential lots owned or leased by the Association for the common use and enjoyment of the owners of residential lots in Plat Two. The assessments may be applied toward the payment of the following costs and expenses:

(a) Utilities and waste removal for the Common Areas and the utility easement areas.

(b) Fire, casualty and liability insurance to protect the Association and its Trustees and members, for liability incident to the ownership and use of the Common Area and the utility easement areas and, with respect to the Trustees, their actions as Trustees.

(c) Landscaping, snow and trash removal, utilities serving the Common Area and maintenance, improvement, repair and replacement of the facilities and equipment located on the Common Area and the utility easement areas.

(d) Employment of services and personnel required for the maintenance or operation of the Common Area and the utility easement areas and facilities located thereon, the operation of the Association, and the enforcement, if necessary, of the terms and conditions of this Declaration of Restrictions, the Articles of Incorporation and Code of Regulations of the Association, and any violations or infractions thereof, including legal and accounting services.

(e) All real estate, personal property and other taxes levied against the Association or any of the Common Areas and utility easement areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets.

(f) Operation and maintenance of all underground utility lines owned by the Association, if any.

(g) Any other costs and expenses reasonably incurred by the Association in performing its obligations under this Declaration or under the Articles of Incorporation or Code of Regulations of the Association.

(h) The establishment of reserves to pay the estimated future costs of any of the foregoing.

The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties.
ARTICLE VI

EASEMENTS

6.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation, maintenance and use of electric light, cablevision, telephone poles, wires and conduits, including underground facilities, to serve Crystal Creek, the residential lots therein, and any adjacent land to Plat One or Plat Two; and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of Crystal Creek, the residential lots therein and adjacent land on, over, below, or under all of the areas designated as “Common Area,” “Drainage and Utility Easement,” and “Sanitary Sewer Easement” or with words of similar import, on the recorded plats of Crystal Creek, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in Crystal Creek. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees, shrubbery or other growth or obstructions that may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as “Common Area,” “Drainage and Utility Easement,” or “Sanitary Sewer Easement” or with words of similar import, upon recorded plats of Crystal Creek, except as expressly authorized under Section 2.4 hereof. The term “structures” as used in the preceding sentence shall include houses, garages and other buildings, but shall not include residential lot improvements such as driveways and paved parking areas. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.

6.2 Reservation of Easement Rights Over Lot 26 and Lot 35. Developer reserves to itself, and to its successors and assigns, the exclusive right to install upon the north sides of the dwellings constructed on Lot 26 and Lot 35 any and all electric meters, remote water meters, timer clocks and other facilities used in the operation and maintenance of any and all sprinkler systems that may be installed in the Common Area, together with the right of ingress and egress over, upon, across and through Lot 26 and Lot 35 for the purpose of operating, maintaining and using such facilities.

ARTICLE VII

DURATION OF RESTRICTIONS, AMENDMENTS

7.1 Term. This Declaration shall run with the land and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the first day of January, 2022, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

7.2 Amendments; Termination. This Declaration may be amended prior to January 1, 2022 and may be amended or terminated on or after January 1, 2022, provided that the written approval of the then owners of not less than seventy-five percent (75%) of the residential lots in Crystal Creek is obtained, which amendment or termination shall become effective from and
after the filing with the Recorder of Lucas County, Ohio of an instrument stating such action
signed by all approving residential lot owners with the formalities required by law. In the event the
Association shall be dissolved or otherwise cease to exist, ownership of its property shall
automatically thereupon be transferred to the then owners of the residential lots in Crystal Creek
with each owner having an equal undivided interest in the common area for each residential lot
owned, provided, however, that in no event and under no circumstances shall there be any partition
in the common area and facilities through judicial proceedings or otherwise unless approved by
the owners of at least seventy-five percent (75%) of the residential lots in Crystal Creek.

ARTICLE VIII
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

8.1 Violations Unlawful. Any violation or attempt to violate any of the covenants
or restrictions herein shall be unlawful. Developer, the Association, the Architectural Control
Committee or any person or persons owning any residential lot in Crystal Creek may prosecute any
proceedings at law, or in equity, against the person or persons violating or attempting to violate
this Declaration to prevent or enjoin him or them from so doing, to cause the removal or cessation of
any violation, and to recover damages for such violation or attempted violation.

8.2 Saving Clause. The invalidation of any of the restrictions herein contained by
judgment or court order or amendment hereof by the act of the owners of residential lots in Crystal
Creek shall not affect any of the other provisions contained in this Declaration, which shall remain
in full force and effect.

8.3 Transfer Subject to Restrictions. All transfers and conveyances of each and
every residential lot in Plat Two shall be made subject to this Declaration.

8.4 Notices. Any notice required to be sent to any owner of a residential lot or any
part thereof or to Developer or to the Association or to the Architectural Control Committee shall
be deemed to have been properly sent when mailed, postpaid, to the last known address of the
person who appears as such owner or to the Developer or to the Association or to any member of
the Architectural Control Committee as such address appears on the applicable public record or on
the records of the Association or the Architectural Control Committee.

8.5 Developer's Rights Assignable, Interpretation of Restrictions. The rights,
privileges and powers granted by this Declaration to, and/or reserved by, Developer shall be
assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and
any such assignment by Developer shall be in writing and shall be recorded in the office of
Recorder of Lucas County, Ohio. Developer shall have the right to enforce, construe and interpret
this Declaration and its construction and interpretation, made in good faith, shall be final and
binding as to all persons and property benefited by this Declaration. Developer reserves the right
to relinquish its power to construe, interpret and enforce this Declaration by written instrument
delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised
by the Association and all obligations of Developer hereunder shall terminate.
8.6 **No Waiver of Violations.** The failure to enforce any violation or breach of any of the provisions of this Declaration, no matter how frequent, shall not abrogate or invalidate any such provisions nor shall it constitute a waiver of any subsequent violation or breach.

8.7 **Limitation of Warranties; Indemnification of Trustees, etc., of Association.** By acceptance and recording of a deed to a residential lot in Crystal Creek, each residential lot owner shall be deemed to have acknowledged and agreed that there are no representations or warranties, express or implied, by the Developer to the Association or any residential lot owner, or by the Association to any residential lot owner with respect to (i) the merchantability, fitness, or suitability of the residential lots for the construction of residences or any other purpose, (ii) any improvements to or for the benefit of Crystal Creek whether constructed by or at the direction of Developer or under Developer's supervision, or (iii) any other aspect or feature of Crystal Creek other than as expressly stated in writing by the Developer to the residential lot owner; or, (b) in this Declaration; or, (c) in the Articles of Incorporation and Code of Regulations of the Association. The Articles of Incorporation of the Association provide that the Trustees, officers, employees and agents of the Association shall be indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including their actions taken under this Declaration.

8.8 **Waiver of Restrictions by Architectural Control Committee.** Each residential lot owner, by acceptance of a deed to a residential lot in Crystal Creek, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of this Declaration would work a hardship, the Architectural Control Committee may, in writing, grant waivers from this Declaration as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

8.9 **Modification of Restrictions: Hardship.** In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted that would cause the enforcement of these restrictions to become a hardship upon any of the owners of residential lots, or which would cause this Declaration to cease being beneficial to the owners of such residential lots, Developer and/or any owner or owners of the residential lots shall have the right to modify this Declaration so as to remove the hardship, or cause this Declaration to be beneficial to all residential lot owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modification to this Declaration and signed by the owner or owners of at least seventy-five percent (75%) of the residential lots in Crystal Creek with the formalities required by law. The provisions of this paragraph shall not be construed as a limitation upon the right of the Architectural Control Committee to modify the provisions of this Declaration as provided in Section 8.9 or a modification of the procedure for amending this Declaration as provided in Section 7.2 under any other circumstances.

8.10 **Paragraph Headings.** The paragraph headings contained in this Declaration have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.
8.11 Trustee. It is expressly understood and agreed that Trustee is executing this Declaration as Trustee for the sole purpose of consummating to same as the record titleholder and assumes no liability whatsoever hereunder. Developer hereby indemnifies and holds Trustee harmless from any and all expenses or liabilities arising out of its execution hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the undersigned parties have caused this Declaration of Restrictions to be executed on MARCH 5TH, 2002.

Signed and acknowledged in the presence of:

MOSES LEFFLER, LTD.
By: J. Moses Construction, Ltd., an Ohio limited liability company
   By: [Signature]
   Title: Manager
   By: [Signature]
   James C. Moses, Manager

STATE OF OHIO )
COUNTY OF LUCAS ) SS:

The foregoing instrument was acknowledged before me this 5TH day of MARCH, 2002, by [Signature], the Assistant, and [Signature], the President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public
STATE OF OHIO
) SS:
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 26th day of FEBRUARY, 2002, by Jeffrey J. Moses in his capacity as managing member of J. Moses Construction, Ltd., a member of Moses Lettler, Ltd., an Ohio limited liability company, on behalf of the company.

Kathleen B. Butler
Notary Public

My Commission Expires: ____________________________ [SEAL]

KATHLEEN B. BUTLER
Notary Public, State of Ohio
Commission Expires 9/2006

STATE OF OHIO
) SS:
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 26th day of FEBRUARY, 2002, by James C. Moses in his capacity as managing member of J. Moses Construction, Ltd., a member of Moses Lettler, Ltd., an Ohio limited liability company, on behalf of the company.

Kathleen B. Butler
Notary Public

My Commission Expires: ____________________________ [SEAL]

KATHLEEN B. BUTLER
Notary Public, State of Ohio
Commission Expires 9/2006

THIS INSTRUMENT PREPARED BY:

Sharon M. Fulop, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624-1573
MORTGAGEE'S CONSENT

The undersigned, Sky Bank – Mid Am Region, 5% Mid American Bank, an Ohio banking corporation, the holder of a certain Open-End Mortgage encumbering the lands included in Crystal Creek Villas Plat Two, which mortgage is dated 10/20/01 and recorded at Volume X, Page of the Lucas County, Ohio Records, hereby consents to the execution and delivery of the foregoing Declaration of Restrictions and to the filing thereof in the Office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned [Sky Bank] has caused this consent to be executed by its duly authorized officers as of this 4th day of May, 2002.

Sky Bank – Mid Am Region

By: [Signature]

Title: Assistant Vice President

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 4th day of May, 2002, by [Signature], the Executive Vice President of Sky Bank – Mid Am Region, an Ohio banking corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: ______________________ [SEAL]

THIS INSTRUMENT PREPARED BY:

Sharon M. Ploof, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624-1573

Louisville Box

RECEIVED & RECORDED MAR 14, 2002

LORI A. SHAMBO
Notary Public State of Ohio
My Commission Expires Nov. 22, 2004

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