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DECLARATION RESTRICTIONS DRIFTWOOD COMMONS, A
SUBDIVISION IN THE CITY OF OREGON, LUCAS COUNTY, OHIO

This declaration, made and entered into by Donald R. Granger and Patricia A. Granger, this 1st day of April, 1982;

WITNESS: Whereas, Donald R. Granger and Patricia A. Granger hold title in fee simple to certain parcel of land situated in the City of Oregon, Lucas County, Ohio and hereafter referred to as Driftwood Commons and described as follows:

Lots One (1) through Fourteen (14) inclusive, in Driftwood Commons, a subdivision in the City of Oregon, Lucas County, Ohio; and

WHEREAS, Donald R. Granger and Patricia A. Granger have caused a plat of the above described land to be prepared and recorded, which plat provided for:

1. The subdivision of said land known and hereafter referred to as Driftwood Commons.
2. The dedication to public use of certain streets and ways therein; and
3. The reservation of certain easements therein for installation and maintenance of public utility services and

WHEREAS, Donald R. Granger and Patricia A. Granger desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Driftwood Commons, certain easements and rights in, over and to Driftwood Commons and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Driftwood Commons and to impose hereby certain restrictions on such lots in said Driftwood Commons;

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purpose for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, enjoyment of said Driftwood Commons as architecturally harmonious, artistic, and desirable residence district, Donald R. Granger and Patricia A. Granger, the owners, for themselves, their heirs and assigns, do hereby declare and stipulate that each lot in said Driftwood Commons hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to wit:

SECTION 1.
All lots in Driftwood Commons shall be known and described as residential lots and shall be used and occupied solely and exclusively for public residence purposes by single family, including such families servants, and no other than one, single family. private residence purchase building, including attached garage (hereinafter for convenience called dwelling), shall
be erected, reconstructed, placed or suffered to remain thereon, and no part of any lot in Driftwood Commons shall be used for any non-residential purpose, except as otherwise provided herein, or as specifically permitted by the provisions hereof.

SECTION 2.

Donald R. Granger and Patricia A. Granger reserved to themselves, their heirs and assigns, a perpetual easement in, through, under and over those portions of the rear inside of each lot, as shown on the plat of Driftwood Commons, designated as utility right-of-ways, for the construction, operation and maintenance of electric power and communication lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Driftwood Commons, or over or upon which easements for the installation of maintenance of public utilities will be or have been granted.

SECTION 3.

Donald R. Granger and Patricia A. Granger reserve the exclusive right to grant consent for the construction, operation and maintenance of electric lines, telephone and other utility poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facility, together with the necessary or proper incidents and appurtenances in, through, under and or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

SECTION 4.

Donald R. Granger and Patricia A. Granger reserve the sole and exclusive right to do and establish grades and slopes on the residential lots in said Driftwood Commons and to fix the grade in which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

SECTION 5.

No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said line nearer the front or street line or lines of the building set back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by Donald R. Granger and Patricia A. Granger in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed on the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections therefrom.

SECTION 6.

No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outside appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans specifications thereof showing the size, location, grade, elevations, type, structure or style of architecture, cost, use and materials of construction thereof, the color scheme thereof, and the grading plan of lot, which delayed plans and specifications shall have been first permanently lodged with an approved in writing by Donald R. Granger and Patricia A. Granger, their heirs and assigns.
SECTION 7.

No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area (excluding garage and basement), less than 2,500 square feet, unless in the opinion of Donald R. Granger and Patricia A. Granger, the plan submitted in both of such design merit and sufficient to merit approval regardless of floor area; and no dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage of not less than 500 square feet.

SECTION 8.

No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of law. Nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks, the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. No trees, whose diameter exceeds 7 inches, measuring 3 feet from the ground shall be removed without the prior written consent of Donald R. Granger and Patricia A. Granger, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any of said premises. No fence, hedge, wall, or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Donald R. Granger and Patricia A. Granger have been first obtained thereof, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto.

SECTION 9.

No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas or oil shall be used in any way or for any purpose, which may endanger the health or reasonably disturb the quiet of any adjoining land. No pole, lamp, or other advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of Donald R. Granger and Patricia A. Granger to erect such structures and place such identification signs on the property during the construction.

SECTION 10.

No animals, rabbits or poultry, of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lots or tract. Donald R. Granger and Patricia A. Granger reserve the right to adopt reasonable
regulations governing the keeping within any dwelling of
domestic dogs, cats, or other household pets, calculated not
to become a nuisance to the owners or inhabitants of Driftwood
Commons.

SECTION 11.
No dwelling erected in Driftwood Commons shall be used
as a residence until the exterior thereof has been completed
as specified and called for in the detailed plans and
specifications therefor. All approved structures must be
completed by an owner within one (1) year following the date
of commencement of the construction thereof. Building materials
to be used in the construction of any structure to be erected
on any residential lot may be stored therein, but not
incorporated within the structure within ninety (90) days
after the delivery to such lot shall be removed therefrom.
No sand, dirt or gravel other than incident to construction
of approved structures shall be removed from said lots without
the approval of Donald R. Granger and Patricia A. Granger.

Lots within Driftwood Commons are being sold prior to
final installations and acceptance of water main and sewer
facilities and street construction. No building permits
shall be issued by the City of Oregon prior to the completion
of these improvements. Said improvements shall be completed
at the sole discretion of Donald R. Granger and Patricia A.
Granger.

SECTION 12.
No detached garage, tool house, or any other building of
any type shall be erected, placed or suffered to remain in
any part of said lots, except the dwelling including attached
garage-plans for which shall have been submitted and approved
by Donald R. Granger and Patricia A. Granger and which shall be
erected in conformity with each and all of the restrictions
contained in this Declaration of Restriction.

SECTION 13.
The parcel of land upon which the dwelling is to be
constructed and or maintained, together with the land adjacent
thereto and used in conjunction therewith, may include one (1)
or two (2) or more lots delineated on the recorded plat of
Driftwood Commons.

SECTION 14.
In all instances where plans and specifications are
required to be submitted to and are approved by Donald R.
Granger and Patricia A. Granger, if subsequent thereto there
shall be any variance in the actual construction and location
of any alteration or addition, fence, wall, hedge, or roadway,
any such variance shall be deemed a violation of these
restrictions.

SECTION 15.
Each Grantee of Donald R. Granger and Patricia A. Granger,
by the acceptance of a deed of conveyance, accepts the same
subject to all restrictions, conditions, covenants, reservations,
easements, and the jurisdiction, rights and powers of Donald
R. Granger and Patricia A. Granger, created a reserve by this
Declaration or by plat or by deed restrictions heretofore
recorded, and all easements, rights, benefits and appurtenances
of every character hereby granted, created, reserved or declared
and all impositions and obligations hereby imposed, shall run
with the land and bind every owner of any interest therein,
regardless of how acquired, and assure to the benefit of each
owner, in like manner if the provisions of this Declaration
were recited and stipulated at length in each and every deed
of conveyance. The violation of any restrictions or condition or the breach of any covenant or provision herein contained shall give Donald R. Granger and Patricia A. Granger, their heirs and assigns, the right (a) to enter upon the land which, or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions hereof, as interpreted by Donald R. Granger and Patricia A. Granger, and said Donald R. Granger and Patricia A. Granger, or their heirs and assigns or their agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity the continuance of any breach.

SECTION 16.

All restrictions, covenants and conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, or encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale his heirs, successors, or assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

SECTION 17.

None of the restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.

SECTION 18.

The validity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or affect the rest of this Declaration.

SECTION 19.

The rights, privileges and powers herein contained by Donald R. Granger and Patricia A. Granger shall be assignable and shall inure to the benefit of their heirs and assigns.

IN WITNESS WHEREOF, Donald R. Granger and Patricia A. Granger have caused this Declaration to be signed on the day and year first above written.

Donald R. Granger

Patricia A. Granger

Witnessed by:

[Signatures]

[Signatures]
STATE OF OHIO, LUCAS COUNTY, SS:

The foregoing instrument was acknowledged before me this __________ day of __________, 1982.

[Signature]

Notary Public

Notary Public — State of Ohio
My commission is to operate on

RECEIVED & RECORDED
APR 01 1982

SANDY LEVABERG
RECORDER, LUCAS COUNTY, OHIO
PLAT AMENDMENT AGREEMENT

This Agreement entered into on the 27th day of December, 1984.

Witnesseth:

WHEREAS, Donald R. Granger and Patricia A. Granger, are the titled owners of Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in DRIFTWOOD COMMONS, a subdivision in the City of Oregon, Lucas County, Ohio; and C. David Dimmer and Sally I. Dimmer are the titled owners of Lot No. 4 in DRIFTWOOD COMMONS; and Gary Brysacz and Bea Brysacz are the titled owners of Lot No. 14 in DRIFTWOOD COMMONS; and Raymond W. Erickson and Diane C. Erickson are the titled owners of Lot No. 3 in DRIFTWOOD COMMONS; and Patrick Dancy is purchasing Lot No. 13 in DRIFTWOOD COMMONS pursuant to that certain land contract recorded at 14 492 COS, Lucas County, Ohio;

WHEREAS, Lots No. 1 through 14, inclusive, are all of the lots in DRIFTWOOD COMMONS, a plat recorded in Volume 85 of Plats, page 76, in the Office of the Lucas County Recorder on February 18, 1982, at 3:21 p.m.;

WHEREAS, the City of Oregon, Ohio, has required the construction of sidewalks across Lot 7 through 12, inclusive;

WHEREAS, the recorded plat of DRIFTWOOD COMMONS did not provide an easement for the construction, repair, maintenance and operation of storm sewers and an easement for said purposes across the west 20 feet of Lots 4, 5, 6 and 7; the south 7.5 feet of Lots 8 and 13; the north 7.5 feet of Lots 7 to 12, inclusive; the west 7.5 feet of Lot 2; the east 7.5 feet of Lot 3; the north 15 feet of the south 32.5 feet of Lots 3 and 4; the east 15 feet of the west 247.5 feet of Lot 5; the north 7.5 feet of the east 165 feet of Lot 14 and the south 7.5 feet of the east 365 feet of Lot 1; is a requirement of the City of Oregon.

NOW, THEREFORE, the undersigned agree as follows: that the said plat of DRIFTWOOD COMMONS is hereby amended in the following fashion:

1. Lots No. 7 to 12, inclusive, shall be burdened with an easement over the south 10 feet thereof for the construction, repair and maintenance of sidewalks in, upon, over and across said Lots 7 to 12, inclusive.

2. The west 20 feet of Lots 4 to 7, inclusive; the south 7.5 feet of Lots 8 and 13; the north 7.5 feet of Lots 7 to 12, inclusive; the west 7.5 feet of Lot 2;
the east 7.5 feet of Lot 4; the north 16.0 feet of the south 32.5 feet of Lots 3 and 4: the east 15.0 feet of the west 247.5 feet of Lot 5; the north 7.5 feet of the east 166.0 feet of Lot 5; the south 7.5 feet of the east 185.0 feet of Lot 1 shall be burdened with an easement for the purposes of installation, repair, maintenance, and operation of sewers, storm drains, storm sewers and water mains in, into, upon, over, across and under said strip of land.

3. That in all respects, except as herein explicitly amended, said Lots 1 to 14, inclusive, will conform in their use in all respects to the provisions of the Plat as previously recorded.

4. That no other additions or amendments to the recorded plat are being made.

Witnesses:

[Signatures]

Sworn to before me and subscribed in my presence by Donald A. Granger and Patricia A. Granger, husband and wife, this 21st day of December, 1984.

[Signature]

Notary Public

Sworn to before me and subscribed in my presence by C. David Hamby, Sally I. Dimmer, husband and wife, this 21st day of December, 1984.

[Signature]

Notary Public

Sworn to before me and subscribed in my presence by Gary Bryson and Bea Brasacq, husband and wife, this 21st day of December, 1984.

[Signature]
Witnesses:

[Signatures]

Sworn to before me and subscribed in my presence by Raymond W. Erickson and Diane C. Erickson, husband and wife, this 26th day of December, 1984.

[Signatures]

Witness:

[Signatures]

Sworn to before me and subscribed in my presence by Patrick Daney, a single person, this 21st day of December, 1984.

[Vendor Name]
Notary Public

[Vendor Address]
State of Ohio

[Notary Seal]

RECEIVED & RECORDED
JAN 17 1985
1120
SANDY ISENBERG
RECORDED: LUCAS COUNTY, OHIO

85 061F11
DRIFTWOOD COMMONS

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LIMITED WARRANTY DEED
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DEED AND DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS is given and made as of this 24th day of April, 1995 by and between Donald R. Granger and Patricia A. Granger, husband and wife, residing in the City of Oregon, County of Lucas, State of Ohio, (hereinafter referred to as "Grantors") and Driftwood Commons Marina Association, Inc., an Ohio Not-For-Profit Corporation having its principal and tax mailing address at 2054 Driftwood Lane, in the City of Oregon, County of Lucas, State of Ohio, 43618 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, the Grantors are the owners of one (1) parcel of real property legally described upon Exhibit "A" attached hereto a made a part thereof having acquired said property by means of purchase from Robert Lloyd; and,

WHEREAS, Grantors desire that the property which is described upon Exhibit "A" be utilized as a marina for the benefit of all of the present and future owners of Marina Shares of the Driftwood Commons Marina Association, Inc., (the "Association"), in the City of Oregon, Lucas County, Ohio according to the Articles of Incorporation and Bylaws of the Association; as such Articles and/or Bylaws may be amended and further for the benefit of the present and future owners of such Marina Shares; and,

WHEREAS, Grantors desire to provide for the preservation of the values and amenities of the residential marina community affecting the owners of Marina Shares and for the preservation and maintenance of a marina located upon the lands previously described on Exhibit "A" and to this end, desire to subject the property as described upon Exhibit "A" to certain
covenants, restrictions, easements, charges and liens, each and all of which is and are for the benefit of the property described upon Exhibit "A"; and,

WHEREAS, the Grantors have deemed it desirable for the efficient preservation of the values and the amenities of said marina community consisting of the docks and the lands adjacent thereto, and in the furtherance of said objective have created an entity to hold legal title to the property described on Exhibit "A" to which will be delegated and assigned the powers of maintaining, preserving and administering the marina to be located upon the real property described upon Exhibit "A", to maintain, administer and preserve the walkways along Lake Erie as described in this document, and administering and enforcing said covenants, restrictions, easements, charges and liens and levying and collecting and disbursing any assessments and charges; and,

WHEREAS, Grantors have caused to be incorporated under the laws of the State of Ohio, as a Non-Profit Corporation, Driftwood Commons Marina Association, Inc. for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Grantors, of 2054 Driftwood Lane, Lucas County, Ohio for valuable consideration paid, grant with limited warranty covenants to the Driftwood commons Marina Association, Inc., an Ohio Nonprofit Corporation, who tax mailing address is 2054 Driftwood Lane, Oregon, Ohio 43618, the real property fully described upon Exhibit "A" (hereinafter referred to as the "Marina").

SUBJECT HOWEVER, to easements and restrictions of record, zoning ordinances and real estate taxes and assessments due and payable after the date hereof, and further subject to and together with the following reservations, covenants, restrictions, easements, charges and liens...
(hereinafter collectively referred to as "Restrictions") which Grantors and Grantee hereby agree shall be binding upon and for the benefit of (i) Grantors, Grantee and their respective heirs, successors and assigns; and, (ii) all of the present and future Adjacent Land Owners and Waterfront Owners as defined in Article One below.

**ARTICLE ONE**

**DEFINITIONS**

**Section One: Adjacent Land Owners**: Adjacent Land Owners shall mean the present and future record title holders of single family residences that may be constructed upon the real estate consisting of Lots 5A, 5B, 5C thru 14 inclusive of Driftwood Commons in the City of Oregon, Lucas County, Ohio.

**Section Two: Marina**: The Marina shall mean the area described as submerged land and the remaining above water land more particularly described upon Exhibit "A" and all improvements to such lands including the docks, boat slips and walkways and lighthouse.

**Section Three: Owner**: An Owner shall mean Adjacent Land Owners as are defined in Article One, Section One hereof and Waterfront Owners as are defined in Article One, Section Four hereof, who have agreed to become members of the Driftwood Commons Marina Association, Inc.

**Section Four: Waterfront Owner**: A Waterfront Owner shall mean the record title holders of Lots 1A, 1B, 2, 3 and 4 of Driftwood Commons and the record title holders of two (2) parcels, one (1) consisting of Lots 13 and 106 of Woodlands Beach, Oregon, Lucas County, Ohio with the adjacent vacated Lakeway Drive, and the second parcel consisting of Lots 9, 10, 11 and 12 of Woodlands Beach, Oregon, Lucas County, Ohio.
ARTICLE TWO
PROPERTY RIGHTS

Section One: Owners Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of use and enjoyment to the Marina and to any leasehold rights in the property described in Exhibit "A" hereto as may from time to time be acquired by lease from the State of Ohio, including the right to utilize said property for the noncommercial docking of one (1) watercraft per Owner of Lots 5 thru 14 of Driftwood Commons, and to have one (1) "slip" per Owner which shall be exclusively utilized for the enjoyment of that Owner. Waterfront Owners may have such number of docks for non-commercial use as their property will, in their discretion, accommodate; provided however, such docks shall not obstruct ingress or egress in or thru the Marina. The aforementioned easement of use and enjoyment shall pass with the title to every Adjacent Land Owner and every Waterfront Owner subject to the following:

(a) The right of Grantee to maintain dikes which may be located upon the marina property.
(b) The right of Grantee to grant and reserve easements and right of ways through, under, and over and across the Marina Property for the installation, maintenance and inspection of lines and appurtenances for public and private water and sewage, communication (telephone, telegraph, cablevision, etc.), drainage, fuel oil and natural gas and other utilities.
(c) The right of Grantee to establish reasonable rules or regulations of general application to all Owners for the use and enjoyment of the Marina.
(d) The right of the Grantee to charge reasonable fees for the maintenance, preservation, repair or improvement of the Marina, including, but not limited to, the preservation of docks, walkways, and boat slips.

(e) The requirements set forth in Revised Code Section 1506.11 which are necessary in order to preserve the leasehold rights arising from the Lease with the State of Ohio for use of the waterways within the Marina.

(f) The right of the Owners to expand the number of docks and boat slips located in the Marina as provided herein.

(g) The right to use of the easement created hereby shall be further subject to the Adjacent Land Owner or Waterfront Owner being an "Owner" as defined in Article One, Section 3, hereof.

Section Two: Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Marina Property to members of his or her family within two generations of direct lineage, or his or her tenants, provided such tenants reside in the member's real property which qualifies for membership in the Marina Association, or Land Contract purchaser(s) (and members of the family of any Land Contract purchaser(s)) who may reside in the Driftwood Commons subdivision, or otherwise as a Marina shareholder. However, such delegation of use does not relieve the Owner from the responsibility of paying assessments and fulfilling other obligations imposed by this instrument. Furthermore, no Owner may lease or grant the right to use a boat slip to any non-family member separate from an interest in ownership as previously described.
ARTICLE THREE
EASEMENTS.

Section One: Easement for Walkways. Grantors hereby grant to the Association/Grantee a nonexclusive easement for the use and enjoyment as a walkway and driveway for maintenance for the specific right of ingress and egress to the Marina Property, and a further specific right to allow said walkway to be utilized for aesthetic purposes over that part of Lot 1A of Driftwood Commons as is more fully described on Exhibit "B" attached hereto and made a part hereof. The aforementioned walkway shall be maintained by the Grantee, and the construction of said walkway where it does not exist shall be the sole responsibility of the Grantee, subject to the consent of the Owners of Lot 1(A) of Driftwood Commons which consent shall not be unreasonably withheld. The walkway to be constructed shall be constructed in a manner which is consistent with the adjoining properties so that the appearance of the walkway does not unreasonably detract from or impair the value of the land upon which it is constructed. The walkway shall not be obstructed in any way nor shall any boating gear or other items be stored (permanently or temporarily) on the walkway, the walkway easement, or any other part of the Marina. This easement shall be limited to the use of the walkway as ingress and egress to and from the Marina.

ARTICLE FOUR
CREATION OF A NOT-FOR-PROFIT CORPORATION:
TO ADMINISTER THE MARINA.

Section One: Driftwood Commons Marina Association, Inc. The members of Driftwood Commons Marina Association, Inc. (the "Association") shall consist of all record owners of Lots in Driftwood Commons, Oregon, Lucas County, Ohio, and the record owners of the parcel containing Lot 13 and 106 in Woodlands Beach, Oregon, Lucas County, Ohio, and the record
owners of the parcel containing Lots 9, 10, 11 and 12 of Woodlands Beach, Oregon, Lucas County, Ohio, (each parcel being entitled to one (1) share and one (1) vote), who have joined the Association and are current on all dues and assessments, hereinbefore defined as "Owners" per Article One, Section 3. Each Owner shall have one (1) vote in exercising the right of membership in said Not-For-Profit Corporation. If there are more than one (1) Owner of any lot or parcel, then said vote shall be shared by said Owners. The Owner by the acceptance of these covenants, conditions, and restrictions agree to abide by the Articles of Incorporation and Bylaws of said Association. The Articles of Incorporation and Bylaws shall be consistent with this Deed and Declaration of Restrictions.

ARTICLE FIVE
COVENANT OF MAINTENANCE OF ASSESSMENT.

Section One: Creation of a Lien for Assessment. The Grantor, for himself, his heirs, successors and assigns, and for each Owner, hereby covenants and each Owner, by the acceptance of Membership in the Association, is deemed to covenant and agree to pay, prior to the first day of May of each year, to Grantee (i) an annual assessment to be payable in such a manner as the Grantee shall deem proper and necessary for the preservation, maintenance and repair of the Marina facility, and (ii) special assessments for capital improvement, other than capital improvements necessitated by the development of the adjoining lands (i.e., expansion of docks, boat slips and walkways); such assessments to be established and collected as hereinafter provided.

Section Two: Assessment Procedure. The annual and/or special assessments shall be charged against every Marina Share Owner equally regardless of whether or not the Owner uses the Marina. Each such assessment, shall therefore be a charge and a lien against each Owner's
real property as previously described. Each such assessment shall also be a personal obligation of the Owner or the Adjacent Land Owner at the time that the assessment falls due. A lien against the Owner's real property will be extinguished upon the payment to Grantee of each assessment applicable to the Owner.

Section Three: Rate of Assessment. The annual and/or special assessment will be allocated and charged against which Owner's Marina Share or real property in equal portions. The cost as previously described shall be therefore equally divided among all of the Owners.

Section Four: Purposes of Assessments. The assessments levied by Grantee shall be exclusively for the purpose of preserving, repairing, maintaining and improving the Marina, including, but not limited to, the payment of annual rent to the State of Ohio for use of Marina waterways, payment of taxes, payment of insurance, and payment of all operating costs of the Marina including water and utilities.

Section Five: Levying of Assessment. The assessment shall be levied at a regular meeting and/or a special meeting of Grantee, upon a majority vote of all those individuals entitled to vote at a regular or special meeting of Grantee.

Section Six: Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, Grantee may levy a special assessment for the purpose of defraying, in whole or part, the cost of construction, reconstruction, repair or replacement of a capital improvement to the marina, including fixtures and personal properties related thereto. Grantee may, in its sole discretion, levy assessments on all Owners, as it may deem appropriate, provided however that these special assessments may only be levied at an annual or special meeting of Grantee upon the affirmative votes, of seventy-five (75%) percent of all members of the
Association affected by the assessment. In the levying of regular or special assessment a member may exercise his or her right to vote in regard to the assessment by executing a proxy which shall be limited to that annual or special meeting and which shall be filed with the Secretary of the Corporation prior to the date of the meeting. The proxy as previously described must by its terms terminate at the end of the annual or special meeting aforementioned.

Section Seven: Date of Commencement of Annual Assessment. The first annual assessment as set forth above shall be no later than the due date of the first payment due the State of Ohio for levy of water rights.

Section Eight: Effect of Nonpayment of Assessment - Remedy of Association. Any assessment not paid within forty-five (45) days after the due date shall bear interest from the due date at the rate of six (6%) percent above the prime rate of Mid American National Bank & Trust Company in effect at the time of assessment and to be compounded annually. The failure to pay such assessment shall deprive the nonpaying Owner from the right to utilize the Marina. In addition, the Grantee may bring an action at law against the nonpaying Owner to pay the same, or to foreclose a lien against the nonpaying Owner and to pay any assessment. In addition, the nonpaying Owner shall be responsible for the payment of reasonable attorney fees, court costs and litigation fees.

Section Nine: Expansion of Docks and Boat Slips. Any Waterfront Owner may expand their dock and boat slips subject to the provisions of this section. The expansion must be done in conformity with the aesthetics of the Marina and no more than two (2) additional docks shall be constructed which construction shall be in the same manner as the existing dock and boat slips, using similar material so that the appearance of the docks and boat slips is uniform. Prior
to commencement of construction, the Waterfront Owner expanding the dock and boat slips shall deliver a copy of the construction plans to Grantee for Grantee's consent to said design which consent shall not be reasonably withheld.

Section Ten: Subordination of Lien or Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage on any Owner's real property. Sale or transfer of any of the Owner's real property shall not affect the assessment lien. However, the sale or transfer of any of the Owner's real property upon foreclosure of any mortgage, or any other proceeding in lieu thereof, shall extinguish the lien of such assessment as to the payment which became due prior to the sale and transfer and Grantee shall be paid from any foreclosure proceeding all sale proceeds to which it is entitled. No sale or transfer shall relieve such Owner from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE FIVE
GENERAL PROVISIONS,

Section One: Binding Effect. This Declaration and the reservations, covenants, restrictions, easements, charges and liens contained herein shall run with and be binding upon and inure to the benefit of (i) the Marina, (ii) Grantor and Grantee and their respective heirs, executors, successors and assigns, (iii) the Marina Share Owners of the Association.

Section Two: Enforcement. Grantee shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of Grantee to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
Section Three: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section Four: Termination: Amendment. At the end of twenty (20) years from the date this Declaration is recorded and at ten (10) year intervals thereafter, the covenants and restrictions of this Declaration may be terminated by a written instrument signed under oath by the president of Grantee or other authorized Officer stating that the Owners unanimously authorized such action in writing. This Declaration may be amended by a similar instrument.

Section Five: No Encumbrances. The real property and the improvements (now or hereafter located on the real property) constituting the Marina may not be pledged, assigned or encumbered in any way by Grantee or any other persons having rights to utilize or expand the Marina, except as provided for in the Bylaws of the Association.

IN WITNESS WHEREOF, Donald R. Granger and Patricia A. Granger, husband and wife, have caused this Deed and Declaration of Covenant, Conditions and Restrictions to be executed and delivered as of this 24th day of April, 1994.

Donald R. Granger and Patricia A. Granger, husband and wife, do each individually hereby release all rights of dower.

Signed and acknowledged in the presence of:

[Signatures]

Donald R. Granger

Patricia A. Granger
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24th day of April 1994 by Donald R. Granger and Patricia A. Granger, husband and wife, for the purposes stated in said instrument.

[Signature]

Laural L. Amsler, Notary Public
State of Ohio

My Commission Expires July 31, 1996

[Stamp]
CONSENT TO BE BOUND BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Driftwood Commons Marina Association, Inc., an Ohio Not-For-Profit Corporation, the Grantee hereinabove, the undersigned, the Grantee in fee simple of the property described upon Exhibit "A" which is incorporated herein by reference, in consideration of the grant of said property to the undersigned, hereby agrees to be bound by all of the covenants, conditions and restrictions as set forth in a Limited Warranty Deed executed by Donald R. Granger and Patricia A. Granger on the 24th day of April, 1995, and hereby subordinates the property set forth upon Exhibit "A" to the declaration of covenants, conditions and restrictions, as set forth in the Limited Warranty Deed aforementioned, thus, the property set forth upon Exhibit "A" shall be subject to this Declaration and the reservations, covenants, restrictions, easements, charges and liens contained in the Limited Warranty Deed which shall run with and be binding upon the land.

Driftwood Commons Marina Association, Inc. therefore, hereby agrees that upon the conveyance of all or any part of the property as more particularly described upon Exhibit "A", to subject said property to the covenants, conditions and restrictions which are set forth in said Limited Warranty Deed.
IN WITNESS WHEREOF, Driftwood Commons Marina Association, Inc. has executed this document this 24 day of April, 1995.

[Signatures]

DRIFTWOOD COMMONS MARINA ASSOCIATION, INC.

BY: [Signature]
   President

BY: [Signature]
   Secretary

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 24 day of April, 1995 by [Signature]

[Signature]
   President

and [Signature], Secretary respectively of Driftwood Commons Marina Association, Inc., for the purposes stated in said instrument.

[Signature]
   Notary Public

[Stamp]
EXHIBIT "A"

LEGAL DESCRIPTION

The north three hundred seventy-six and seventy-six hundredths (376.76) feet of Lot Number One (1), also the west ten and zero hundredths (10.00) feet of the south two hundred fifty and zero hundredths (250.00) feet of Lot Number One (1), in Driftwood Commons, a subdivision in the City of Oregon, Lucas County, Ohio.

EXCEPTING THEREFROM: A parcel of land being a part of Lot No. One (1), Driftwood Commons, City of Oregon, Lucas County, Ohio and being more particularly described as follows:

Beginning at the Southwest corner of Lot No. one (1), common with the Northwest corner of Lot No. four (4) of Driftwood Commons;

thence North zero (00) degrees, thirty five (35) minutes, zero (00) seconds East, on the West line of Lot No. One (1), a distance of ninety-seven and zero hundredths (97.00) feet to a point, said point being North zero (00) degrees, thirty-five (35) minutes, zero (00) seconds East, one hundred twelve and zero hundredths (112.00) feet from the Southeast corner of Lot No. thirteen (13) of Woodland Beach;

thence North ninety (90) degrees, zero (00) minutes, zero (00) seconds East, on a line being parallel with the South line of Lot No. One (1), a distance of fifty and zero hundredths (50.00) feet to a point;

thence South zero (00) degrees, thirty-five (35) minutes, zero (00) seconds West, on a line being parallel with the West line of Lot No. one (1), a distance of ninety-seven and zero hundredths (97.00) feet to a point on the South line of Lot No. one (1), common with the North line of Lot No. four (4);

thence South ninety (90) degrees, zero (00) minutes, zero (00) seconds West, on the South line of Lot No. one (1), common with the North line of Lot No. four (4), a distance of fifty and zero hundredths (50.00) feet to the TRUE POINT OF BEGINNING of the parcel herein described, subject to all easements, zoning restrictions of record and legal highways.

ALSO EXCEPTING THEREFROM: A parcel of land being a part of Lot No. one (1), of Driftwood Commons, City of Oregon, Lucas County, Ohio and being more particularly described as follows:

Commencing at the Southwest corner of Lot No. one (1), common with the Northwest corner of Lot No. four (4) of Driftwood Commons;

thence North zero (00) degrees, thirty-five (35) minutes, zero (00) seconds East, on the West line of Lot No. one (1), a distance of ninety-seven and zero hundredths (97.00) feet to a point, said point being North zero (00) degrees, thirty-five (35) minutes, zero (00) seconds...
LEGAL DESCRIPTION--CONTINUED

East, one hundred twelve and zero hundredths (112.00) feet from the Southeast corner of Lot No. thirteen (13) of Woodland Beach, said parcel of land also being the TRUE POINT OF BEGINNING of the parcel herein described; thence continuing North zero (00) degrees, thirty-five (35) minutes, zero (00) seconds East, on the West line of Lot No. one (1), a distance of one hundred ten and zero hundredths (110.00) feet to a point;

thence North ninety (90) degrees, zero (00) minutes, zero (00) seconds East, on a line being parallel with the North line of Lot No. one (1), a distance of eighty-five and zero hundredths (85.00) feet to a point;

thence South zero (00) degrees, thirty-five (35) minutes, zero (00) seconds West, on a line being parallel with the West line of Lot No. one (1), a distance of one hundred ten and zero hundredths (110.00) feet to a point;

thence South ninety (90) degrees, zero (00) minutes, zero (00) seconds West, on a line being parallel with the South line of Lot No. one (1), a distance of eighty-five and zero hundredths (85.00) feet to the TRUE POINT OF BEGINNING of the parcel herein described, subject to all easements, zoning restrictions of record and legal highways.

(Handwritten initials or signature)
EXHIBIT "A"

A parcel of land being part of Lot Number 1 Driftwood Commons, in the City of Oregon, Lucas County, Ohio, which is bounded and described as follows:

BEGINNING of the Southeast corner of said Lot 1; thence North 90°00'00" West along the South line of said Lot 1, a distance of 203.50 feet, more or less, to its intersection with the Easterly line of a "Private Road and Utility Easement", also designated as "Driftwood Lane" on the said plat of Driftwood Commons; thence North 00°35'00" East along the East line of said "Private Road and Utility Easement" (Driftwood Lane) as shown on the plat of Driftwood Commons, a distance of 15.00 feet; thence South 90°00'00" East, a distance of 163.50 feet, more or less, to a point that is 40.00 feet Westerly of the East line of said Lot 1; thence North 00°35'00" East along a line that is parallel with the East line of said Lot 1, a distance of 235.00 feet; thence South 90°00'00" East, a distance of 40.00 feet to the East line of said Lot 1; thence South 00°35'00" West along the East line of said Lot 1, a distance of 250.00 feet to the point of BEGINNING.

Containing one acre of land, more or less.

GEORGE V. ORAVECZ, P.E.P.S.
BYLAWS
OF
DRIFTWOOD COMMONS MARINA ASSOCIATION, INC.

ARTICLE I.
MEMBERS

Section One: Membership Qualifications. The membership of Driftwood Commons Marina Association, Inc. (the "Association") shall consist of each record Owner of one (1) of the parcels of record lots constituting Driftwood Commons Subdivision and Lots 13, 106 of Woodland Beach and vacated Lakeway Drive (2080 E. Baywood - one parcel) and Lots 9, 10, 11 and J2 of Woodland Beach (one parcel) who agrees by written instrument to be bound by the rules and regulations of this Association. Each member shall be entitled to one (1) vote per parcel. By acceptance of membership in the Association each such member does thereby expressly agree that any assessments levied by the Association shall be a charge and a lien upon such member's real property as well as a personal obligation of the member at the time the assessment falls due. A lien against the member's real property will be extinguished upon payment to the Association of each assessment applicable to the member.

Section Two: Annual Meeting: The annual meeting of the members of the Association shall be held for the purpose of electing Trustees, for the consideration of reports to be presented at the meeting, for the adoption, assessment and enforcement of assessments to be paid by the membership in order to maintain a certain marina owned by the Association whose waterways are to be leased from the State of Ohio as required by law. Said assessments to be in accordance with Article V of a certain Limited Warranty Deed executed on the 24th day of April, 1995 by and between the Association as Grantee and Donald R. Granger and Patricia A. Granger, husband and wife, as Grantors, recorded contemporaneous herewith.

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The annual meeting shall be held at a place to be designated by the Trustees on the 20th day of February of each year at 7:00 p.m. If, however, said date be a legal holiday, Saturday or Sunday, such meeting shall be held at the same hour on the next succeeding business day.

Section Three: Special Meeting. Special meetings of the membership shall be held at such time and places within Lucas County, State of Ohio, as may be specified in the notice therefore, whenever called by any of the following: the President, or in the case of the President's absence, death or disability, the Secretary; a majority of the membership of the Board of Trustees acting with or without meeting, or upon the request of those members who have the right to exercise more than fifty (50%) percent of the voting power of the membership. Upon a request in writing delivered to the Secretary by any persons entitled to call such meeting of the membership, stating the purpose for which such meeting is called, it shall be the duty of the President or the Secretary to give notice thereof to the members in a manner set forth in Section Four of this Article I.

Section Four: Quorum and Notice. Mandatory Vote for Slips. At any meeting of the members, there shall be present, in person or by proxy, in order to constitute a quorum, fifty-one (51%) percent of the voting power of the membership of the Association. The majority of the members present in person or by proxy at any meeting of the members shall constitute a quorum for the purpose of adjourning the meeting from time to time, without notice, other than an announcement of such rescheduled, until a quorum competent to act on any matter or proposal
is present, and at such rescheduled meeting there may be transacted any business which might have been transacted at the meeting as originally notified. Notice of any meeting called pursuant to Article I, Section Three, shall be given no less than ten (10) days, exclusive, prior to the meeting by written correspondence sent by ordinary U.S., first class mail, or in the alternative, by hand delivery certified by the person making delivery, sent or delivered to each Member's address as set forth on the records of the Association. Said notice shall state the time, date and place of the meeting, the matters to be addressed and shall not be deemed defective if it provides that any other matters not specifically described may be considered and acted upon at the meeting provided, however, all matters affecting the physical structure or layout of the Marina, other than maintenance, shall require the unanimous consent of all Owners of Lots 1A, 1B, 2, 3 and 4 of Driftwood Commons and the Owners of Lots 13, 106 Woodland Beach and vacated Lakeway Drive (one parcel) and the Owner of Lots 9, 10, 11 and 12 Woodland Beach (one parcel) (the "Waterfront Owners"), provided such Waterfront Owners are Members in good standing of the Association at the time of any such vote; and provided further that in the event there are insufficient docks to provide at least one (1) slip per Member desiring to use the same, then and in that event the Association, no later than one (1) year following the date of membership of such Member(s) causing the shortage in number of slips or one (1) year from date of notification to the Association of the Member's desire to use more slips than are available (maximum, one (1) slip per Adjacent Land Owner Member), whichever event occurs later, shall cause such number of additional docks to be constructed as are required to cure the shortage of slips.
Section Five: Voting. At any meeting of the members, the Owner or Owners of a Marina share in the Association (each parcel owned by a Member shall be entitled to one (1) share and each entitled to one (1) vote), who are record title holders of such property on the date of the convening of the meeting, shall be entitled to one (1) vote on each matter properly submitted to the members for their vote, consent, release or other action. At any meeting of the members at which a quorum is present, all questions, excepting the amendment of the Articles of Incorporation or the Amendment of the Bylaws (Article II hereunder) coming before the members for decision shall, except as otherwise provided herein, be decided by a vote of a majority of the members present at the meeting.

To vote, persons with land contract must have all fees paid current or forfeit their right to vote to record parcel Owner.

Section Six: Rescission of Vote. The authorization or taking of any action by vote, consent, waiver or release by the members of this Association may be rescinded or revoked by the same vote, consent, waiver or release as at the time of rescission or revocation would be required to authorize or take such action in the first instance, subject, however, to the rights of third parties in contract.

Section Seven: Order of Business. At all members' meetings after the ascertainment of membership present in person or by proxy and the presentation, approval and filing of the proxies with the Secretary, the business of the Association shall be considered in such order as the President or a majority of the Members being present deem advisable or expedient.

Section Eight: Action Without Meeting. Any action that may be authorized or taken at a members' meeting may be authorized or taken without meeting in a writing or writings signed
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by no less than a majority of the voting power of the membership.

Section Nine: Proxies. Any member may exercise a right to vote upon any issue to come before any annual or special meeting by executing a proxy. The proxy shall be in writing and must be signed by all record Owners of the parcel of land represented by the vote to be exercised. The proxy must be filed with the Secretary of the Association prior to the commencement of the meeting. The proxy shall be valid for only one annual or special meeting and must be re-executed prior to each meeting of the membership.

Section Ten: Voting Condition Precedent. In order for any member, as that is defined in Article I, Section One, to exercise his or her right to vote, such member must be current in the payment of all annual or special and/or assessments prior to the commencement of the meeting.

Section Eleven: Incorporation of Limited Warranty Deed. By acceptance of membership, each Owner acknowledges and agrees as the Association does hereby acknowledge and agree to the incorporation by reference of all terms, conditions and restrictions of the "Limited Warranty Deed and Declaration of Covenants, Conditions and Restrictions" from Donald R. Granger and Patricia A. Granger to the Association which is attached hereto and made a part hereof as Exhibit "1". In the event any terms hereof conflict with the terms of Exhibit "1", the terms of Exhibit "1" shall control. The Association does hereby grant unto each Owner the easement rights in the property described in Exhibit "B" to Exhibit "1" hereto.

Section Twelve: Initial Membership Fee. Each Member shall pay an initial membership fee of Five Thousand & 00/100 ($5,000.00) Dollars which shall be paid to the order of Donald
R. Granger and Patricia A. Granger. These Owners of lots or parcels qualifying for membership pursuant to Section One hereinafore, who do not join and pay the initial membership fee within thirty (30) days of invitation to join the Association, which invitation to join shall be given by the Association in writing within ten (10) days of passage hereof, shall thereafter as a condition of membership, pay to the order of Donald R. Granger and Patricia A. Granger, their heirs, successors or assigns such initial membership fee as Donald R. Granger and Patricia A. Granger, their heirs, successors or assigns shall, in their sole discretion, determine. In addition, the Association may charge such additional initiation fee as the Association, shall, in its sole discretion, determine as a condition of membership in the Association. Only one (1) initial membership fee payable to Grangers and one (1) additional membership fee payable to the Association shall be required per lot or parcel and therefore, such membership shall run with the land.

Section Thirteen: Docks; Slips: Condition of Property: Insurance. All Members of the Association shall maintain their property in good and reasonable condition so as to preserve the amenities and values of the Association. Each Waterfront Owner shall be responsible for construction and maintenance of their docks and deck areas, at their sole expense, in a manner and condition consistent with the condition of the Association property and shall have exclusive use thereof; and, in the event any such Waterfront Owner shall fail to so maintain his or her deck or dock area in such condition, the Association may take such steps, including the expenditure of funds to bring such property into conformity. Any funds so expended by the Association, including, but not limited to, attorney or other professional fees shall be assessed against the offending Member and said Member's real property.
The Association shall construct and maintain such number of docks as are necessary to provide one (1) slip of suitable size for each Adjacent Land Owner Member who desires to utilize such slip. The costs of construction and maintenance thereof shall be borne initially by the Association, but shall be recovered by the Association thru assessment(s) levied against the Adjacent Land Owner Member(s) equally.

All boats or watercraft of any kind or nature utilized in the Marina shall be insured with liability insurance in such amount as the Board of Trustees shall from time to time determine.

ARTICLE II
BOARD OF TRUSTEES

Section One: General Powers. All of the authority of this Association, between regular or special meetings of the membership, shall be exercised by the Board of Trustees, except as otherwise provided in the Articles of Incorporation, these Bylaws or by Chapter 1702 of the Ohio Revised Code. A Trustee shall perform his or her duties as a Trustee in good faith, in a manner he or she reasonably believes to be in the best interest of the Association, and with the care that an ordinary prudent person in a like position would use under the circumstances. In performing his or her duties, a Trustee, when acting in good faith, is entitled to rely on information, opinions, reports or statements, including financial statements or other financial data that are prepared or presented by (a) one or more Trustees, Officers or employees of the Association who the Trustee reasonably believes are reliable and competent in the matters prepared or presented; (b) counsel, public accountants, or other persons as to the matters that the Trustees reasonably believe are within the person’s professional or expert competency; or (c) a committee.
of the Trustees upon which he or she does not serve, duly establish in accordance with these
Bylaws, as to matters within its designated authority, which committee the Trustee reasonably
believes to merit confidence. A Trustee shall not be found to have failed to perform his or her
designated duties, unless it is proven, by clear and convincing evidence, in an action brought
against the Trustee, that he or she has not acted in good faith, in a manner he or she reasonably
believes to be in or not opposed to the best interest of the Association or with the care that an
ordinary, prudent person in a like position would use under similar circumstances, such action
including, but not being limited to, an action that involves or effects any of the following:

A. A change or potential change in the control of the Association;
B. A termination or potential termination of his or her service as to
the Association as Trustee;
C. His or her service in any other position or relationship with the
Association.

Subject to Section 1702.20(D)(2) and 1702.20(D)(3) of the Ohio Revised Code, a Trustee
is liable for damages for any act that he or she takes or fails to take as trustee only if it if is
proven, by clear and convincing evidence, in a court of competent jurisdiction, that the act or
omission of the Trustee was one undertaken with a deliberate intent to cause injury to the
Association or was one undertaken with a reckless disregard for the best interest of the
Association. In determining what a Trustee reasonably believes to be in or not opposed to the
best interest of the Association, a Trustee shall consider the purpose of the Association and may
consider any of the following:
1. The interest of the employee, suppliers, creditors, and/or third parties who deal with the Association.

2. The economy of this State and of the Nation.

3. The community and societal considerations.

4. The long term and short term best interest of the Association, including, but not limited to, the possibility that those interests may be best served by the continued independence of the Association.

Each person who is elected as a Trustee, his or her heirs, executors and administrators, shall be indemnified by the Association in accordance with and to the full extent permitted by the Ohio Non-Profit Corporation Act, Ohio Revised Code Section 1702.12(E) as in effect at the time of the adoption of these Bylaws or as amended from time to time hereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which such Trustee may be entitled in any capacity or as a matter of law or under any bylaw, agreement, or by a vote of the members of the Association. The Association may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Bylaws or as amended from time to time hereafter.

Section Two: Limitation on Powers. The Board of Trustees, individually or collectively, shall not expend more than One Thousand & 00/100 ($1,000.00) Dollars, exclusive of expenditures for liability insurance and/or the annual lease of water rights from the State of Ohio, unless such expenditure shall be approved by a majority of the voting power of the Association at a meeting called for such purpose or upon the written consent of a majority of the voting power of the Association.
The Board of Trustees shall not levy an annual or special assessment except as necessary to cover the annual costs of liability insurance and the lease of water rights from the State of Ohio, and such assessment shall not become effective until such time that as to an annual assessment, a majority of the voting power of the membership shall consent either in writing or at an annual or special meeting called for such purpose, and as to a special assessment, upon the consent in writing or at an annual or special meeting wherein a majority of the voting power of the membership agrees to such special assessment.

The membership of the Association at any annual or special meeting, or upon a written consent of a seventy-five (75%) percent of the voting power of such membership may rescind or revoke any action taken by the Board of Trustees.

The Board of Trustees shall not adopt any rules or regulations for the operation of the marina without first obtaining a majority vote of the membership in a manner provided by these Bylaws, provided however it shall be the affirmative authority of the Board of Trustees to maintain the condition and appearance of the marina per the direction of a majority vote of the Owners of Lots 1A, 1B, 2, 3 and 4 of Driftwood Commons, and Lots 13 and 106 of Woodlands Beach and vacated Lakeway Drive (2080 E. Baywood) and Lots 9, 10, 11 and 12 of Woodlands Beach (one parcel), (the "Waterfront Owners") provided the same are members in good standing of the Association at the time of vote on any issues hereunder.

Section Three: Number The Board of Trustees shall consist of such number of Trustees, not less than three (3), as shall have been fixed by the members at the last meeting of the members called to elect trustees or if not so fixed, the number shall be three (3).
Section Four: Election. The Board of Trustees shall be elected at the annual meeting of the members, or if not then elected or if such meeting shall not be held at the time fixed thereof, then at a special meeting of the members held for the purpose of electing Trustees. At all elections of Trustees the candidates receiving the greatest number of votes shall be elected. (Noncumulative voting shall be the rule).

Section Five: Term. Each Trustee elected at an annual or at any special meeting of the membership shall serve until the next annual meeting of the members or until his or her successor is elected or until his or her earlier resignation, removal from office or death. There shall be three (3) initial Trustees, one having an initial term of three (3) years, one having an initial term of two (2) years, and one having an initial term of one (1) year. Thereafter, the terms of all Trustees shall be for one (1) year. At all times there shall be at least one Waterfront Owner as a member of the Board of Trustees provided one such Waterfront Owner is willing and able to serve, and further, there shall at all times be one Adjacent Land Owner as a member of the Board of Trustees provided there is at least one Adjacent Land Owner willing and able to so serve.

Section Six: Vacancies. The office of a Trustee shall become vacant if he or she dies, or resigns, which resignation shall take effect immediately or at such other time that said Trustee resigning may specify. The members of the Association shall fill the vacancy upon the Board of Trustees at a special meeting called for such purpose and the Trustee elected shall fill and serve for the unexpired term.
Section Seven: Removal. All of the Trustees or any individual Trustee may be removed from office by the vote of the majority of the members present at a meeting of the membership called for purpose of removing Trustees, if a quorum is present. Such removal shall create a vacancy or vacancies on the Board and such vacancy shall be filled by election of the membership.

Section Eight: Annual Meeting - Special Meeting. The annual meeting of the Board of Trustees shall be held immediately following the annual meeting of members at which Trustees are elected and no notice of the annual meeting of the Board of Trustees shall be required to be given. The non-annual meetings of the Board of Trustees may be called from time to time by the President or any two or more Trustees. All meetings of the Board of Trustees shall be held at a time, date and place as the President or the Board of Trustees may designate. Notice to be given pursuant to Section Nine hereunder. Meetings of the Board of Trustees may be held through any means of communication equipment if all persons participating can hear each other.

Section Nine: Notice of Meeting. Notice of meeting of the Board of Trustees shall be mailed by ordinary first class mail to each Trustee, addressed to him at his or her residence or usual place of business or delivered to him or her personally at least ten (10) days prior to the holding of such meeting. Each such notice shall state the time and place of the meeting but shall not be required to state the purpose thereof. Notice of any meeting of the Board of Trustees need not be given to any Trustee, however, (a) if waived by him or her in writing and such waiver is filed with the Secretary either before or after the holding of such meeting; or, (b) if he or she shall be present at said meeting without protesting, prior to or at the commencement of such
meeting, the lack of proper notice. Notice of adjournment of a meeting need not be given if
the time and place to which it is adjourned are fixed or announced at such meeting.

Section Ten: Quorum. At all meetings of the Board of Trustees a majority of the whole
authorized number of Trustees is necessary to constitute a quorum for the meeting of such
Trustees, except that a majority of the Trustees in office constitutes a quorum for the purpose of
adjourning said meeting.

Section Eleven: Action Without Meeting. Any action which may be authorized and
taken at a Trustee meeting may be authorized and taken without a meeting in a writing or
writings signed by all of the Trustees who would be entitled to notice of a meeting of Trustees
held for such purpose and such writing or writings shall be made part of the record of this
Association.

Section Twelve: Committees of the Board of Trustees. The President of the Association may
create committees in order to carry out the functions of the Association. The membership of said
committees may consist of (a) members of the Board of Trustees, (b) members of the Association
as defined in Article I, Section One, and, (c) any professionals hired by the Association.

ARTICLE III.
OFFICERS

Section One: General Provision. As soon as feasible each year after the election of the
Board of Trustees, the Board shall elect a President, Secretary and a Treasurer, and from time
to time may elect or appoint a Chairman of the Board, one or more Vice Presidents and such
Assistant Secretaries, Assistant Treasurers and other Officers as it may deem necessary. Any
two or more offices may be held by the same person but no Officer shall execute, acknowledge
or verify any instrument in more than one capacity if that instrument is required by law or by
the Articles or Bylaws, if any, to be executed, acknowledged or verified by two or more Officers. The President shall be elected from among the Board of Trustees.

Section Two: Powers and Duties. Each of the Officers of the Association shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be conferred from time to time by the Board of Trustees. The Vice President or Presidents, the Assistant Secretary or Secretaries and the Assistant Treasurer or Treasurers, in the order of their respective seniority in the particular office, in the absence or the disability of the President, Secretary or Treasurer respectively shall perform the duties of such office and shall generally assist the President, Secretary or Treasurer respectively.

Section Three: Term. The Officers of the Association shall hold office until the organizational meeting of the Board of Trustees following the date of their election and until their successors are chosen and qualified unless sooner removed by the Board of Trustees. The Board of Trustees may remove any Officer at any time with or without cause by a majority vote, a vacancy in any office, however created, may be filled by the Board of Trustees.

ARTICLE IV.
AMENDMENTS

The members at a meeting held for such purpose may adopt any amendment, except for the provisions of Article I, Section Five, Eleven and Twelve and Article II, Section Seven which shall not be amended, to these Bylaws or the Articles of Incorporation by an affirmative vote of seventy-five (75%) percent of the voting power of the Association who must be present either in person or by proxy at such meeting. In addition to or in lieu of adopting an amendment to the Bylaws at a meeting, seventy-five (75%) percent of the voting power of the membership may adopt an amendment to these Bylaws in writing or writings filed with the Secretary of the
Association. The signature of any member signing to amend the Bylaws must be properly witnessed and notarized. No amendment shall be valid or binding upon the Association or Trustees if it contravenes any of the conditions of Exhibit "1" hereto.

ARTICLE V.
MISCELLANEOUS

Section One: Mortgage. The Board of Trustees may not without a vote of the membership, authorize any mortgage or pledge of any of the property of this Association of any description, or any interest therein, for the purpose of securing the payment or performance of any obligation or contract of this Association. The Board of Trustees or any Officer thereof shall only take such action upon an affirmative vote or consent of seventy-five (75%) percent of the membership of this Association.

Section Two: Sale or Disposition of the Assets. The Board of Trustees of this Association may not authorize the lease (except for the lease of water rights from the State of Ohio which shall not require an annual vote), sale, exchange, transfer or other disposition of any of the assets of the Association without first procuring the authorization by affirmative vote of seventy-five (75%) percent of the membership.
These Bylaws are hereby passed and adopted this 22 day of April, 1995.

In the presence of:

DRIFTWOOD COMMONS MARINA ASSOCIATION, INC.

BY: Daniel R. Keeney
Trustee

BY: Dennis J. Meinert
Trustee

BY: Michael D. Harper
Trustee

Sworn to before me came the Trustees of the Driftwood Commons Marina Association, Inc. this 22 day of April, 1995.

[Signature]
Notary Public

RECEIVED & RECORDED

MAY 24, 1995 2:45 PM

SUE RIoux
RECORDER, LUCAS COUNTY, OHIO

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