HIDDEN HARBOUR PLAT 2

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HIDDEN HARBOUR
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

As to lots 46 through 79 in HIDDEN HARBOUR, PLAT 2, a subdivision in the Township of Springfield, Lucas County, Ohio

This Declaration, made and entered into by Hidden Harbour Partners, an Ohio general partnership, this 2nd day of March, 1990.

WHEREAS, Hidden Harbour Partners is the owner of the following described real estate, situated in the Township of Springfield, Lucas County, Ohio, viz:

> Lots Numbers 46 through 79 inclusive, in Hidden Harbour, Plat, 2, a subdivision in the Township of Springfield, Lucas County, Ohio

all of which real estate, together with the Common Areas, and all or any portion of the Project Area hereafter subjected to this Declaration, is hereinafter for convenience referred to as "Hidden Harbour", and desires to develop thereon a residential community for the benefit of all or a portion of such community; and

WHEREAS, Hidden Harbour Partners desires to provide for the preservation of the values and amenities in said community and desires to subject the real estate for its own benefit and for the benefit of all future owners or occupants of any part of Hidden Harbour to certain easements and rights in, over and to Hidden Harbour, hereinafter set forth and referred to as "Restrictions," with respect to the use thereof.

NOW, THEREFORE, in consideration of these premises and of the enhancement in value of Hidden Harbour, and to afford purchasers protection in the use and occupancy thereof and to provide a general plan for the operation and improvement of Hidden Harbour as a desirable residential complex, Hidden Harbour Partners as owner of Hidden Harbour and for the purposes aforesaid, hereby declares and stipulates that each Lot in Hidden Harbour hereafter will be sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions:

PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02. MICROFICHE NO. 88-
1917C08 FILED 12-29-88
BILL COPELAND, RECORDER. BY [illegible]

See Volume 127 Pages 12 thru 14 of Plats

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ARTICLE ONE

Definitions

Section 1. The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to Hidden Harbour Architectural Control Committee as further provided for in this Declaration and in the Code of Regulations of the Association.

(b) "COMMON AREAS" shall mean and refer to those areas not occupied by a Lot or as may hereafter be so designated on future plats of the Project Area subjected to this Declaration, and are hereby declared as and established first as common areas for the use of the Owners of all of the Lots in Hidden Harbour as more particularly set forth in this Declaration, and are not dedicated for use by the general public. The Common Areas shall include the roadway shown on the recorded plat of Hidden Harbour. In the event all or any portion of the Project Area is made subject to this Declaration, the term "Common Areas" shall thereafter include all common areas designated on the plat for such area or areas so subjected hereto.

(c) "DECLARATION" shall mean this Declaration of Easements, Covenants and Restrictions, as the same may be amended from time to time, and shall include without limitations all easements, restrictions, covenants, conditions and agreements referred to herein.

(d) "DEVELOPER" shall mean and refer to, Hidden Harbour Partners, an Ohio general partnership, and its successor and assigns.

(e) "LIVING UNIT" shall mean and refer to any portion of a single family building situated upon a lot, designed and

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intended for use and occupancy as a residence by a single family.

(f) "LOT" shall mean and refer to any of lots 46 through 79 as designated on the recorded plat of Hidden Harbour improved or unimproved, on which a structure may be located. In the event any recorded plat of Hidden Harbour is amended to increase or decrease the number of Lots in Hidden Harbour, the term "Lot" shall thereafter be defined to include such greater or lesser number of Lots. In the event all or any portion of the Project Area is made subject to this Declaration, the term "Lot" shall thereafter be defined to also include the Lots in such portions of the Project Area so subjected hereto. Notwithstanding the foregoing, the term "Lot" shall not include the Common Areas.

(g) "ASSOCIATION" shall mean Hidden Harbour Association, or a name similar thereto, which shall be the property owners association for Hidden Harbour, as provided in ARTICLE FOUR hereof, and for any portion of the Project Area subjected to this Declaration.

(h) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Hidden Harbour, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(i) "PROJECT AREA" shall mean and refer to that parcel of land described in Exhibit A attached hereto, and such other parcels of land contiguous thereto which may be hereafter acquired, directly or indirectly, by Developer, all or any portion of which may, from time to time, be added to the property covered by this

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Declaration pursuant to the terms hereof.

(j) "STRUCTURE" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, deck, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, satellite dish, fence, curbing, paving, wall hedge more than two (2) feet in height, dock, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean and refer to any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any Lot.

(k) "CANAL LOT" shall mean any Lot that abuts all or any portion of the canal connected to the Hidden Harbour Lake, as now or hereafter designated by Developer. Lots 76 through 79, inclusive, are hereby designated as Canal Lots.

ARTICLE TWO

Section 1. An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Developer, and may be replaced by the Developer from time to time. The Architectural Control Committee shall continue to be appointed by the Developer until such time as all Lots now or hereafter created in the Project Area have been sold and Living Units have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the members of the Architectural Control Committee shall be turned over to the Association.

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Section 2. No Structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon any Lot unless or until the plans and specifications thereof shall have been approved in writing by the Architectural Control Committee, its successors or assigns, and a true copy of said plans, specification and details shall have been lodged permanently with the Architectural Control Committee and no structure except such as conforms to said plans and specifications shall be erected, reconstructed, placed or suffered to remain upon said Lot. The scope of the Architectural Control Committee's inquiry and review shall be broad. In making its review of any proposed plans and specifications, the Architectural Control Committee will consider all of the following items:

A. Standards and guidelines for the design of structures including:

1. placement
2. building heights, area and volume
3. all exterior materials
4. entries and windows
5. parking areas
6. outside storage
7. type of main, accessory and other Structures
8. number of Structures
9. cost of Structures
10. design
11. colors
12. finished ground elevation
13. building exhausts
14. visibility of improvements from within the area and from roads and properties adjacent thereto.

B. Standards and guidelines for open space and public and private ways including:

1. set-back requirements
2. front, rear and side yard requirements
3. open space
4. landscaping
5. topography
6. tree lines and placement
7. other vegetation elements and focuses
8. locations for screening and mounding
9. type and design of screening and fencing
10. lighting placement
11. view easements
12. size and location of parking areas
13. driveways
14. means of ingress and egress

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15. site plans.

C. Standards for harmony:

1. whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;

2. the suitability of the proposed Structure and of the materials of which it is to be built to the surrounding Lots;

3. the effect of the proposed Structure on adjacent and neighboring properties;

4. the effect of the building or structure, as planned, on the outlook from the adjacent neighboring property.

The Committee will furnish Owners or prospective owners with sufficient detail regarding the items set out above which will be considered in approving or disapproving any plan for the erection of improvements on all or any part of the subject property. This detailed information will be in the form of written guidelines or personal consultations, or both. If, in the opinion of Developer, by reason of the shape, dimensions or topography of any Lot, or by reason of the type of Living Unit to be erected thereon, or for any other reason, satisfactory to it, the endorsement of the provisions of this Declaration would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent Lot Owner.

Section 3. In order to secure the review of the plans and specifications for a Structure by the Architectural Control Committee, the Lot Owner seeking such approval shall submit to the Architectural Control Committee three (3) copies of each of the following:

(a) Construction plans and specifications of the proposed Structure, which shall set forth, at a minimum, details as to the materials to be used, exterior design, exterior color scheme, and any other details necessary to demonstrate that the proposed Structure will be architecturally harmonious with the other Structures built or to be built in the development;

(b) Plot plan, drawn to scale, showing the location of all Structures on the Lot, both existing and proposed;

(c) Certification of a surveyor registered in the State of Ohio stating that the topography and finish grade of the proposed Structures(s) shown on the plot plan noted in (b) above are in accordance with all requirements of the Springfield Township and/or the Lucas County Engineer as appropriate;

(d) A complete landscaping plan for the Lot.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any Lot except for the exclusive use of the family occupying the Living Unit located on such Lot and the servants thereof, nor unless, such garage be made an integral part of said Living Unit, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and the garage entrance shall have been first approved in writing by the Architectural Control Committee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said Lot. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said Living Unit. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon any Lot. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on any Lot. No basketball courts shall be placed upon any Lot and no basketball rims or backboards shall be placed upon any Lot or affixed to or placed upon any part of any Structure.

Section 5. Each Lot shall be used only for a single-family structure and occupied solely and exclusively for private residences in the Living Units by a single family, including their family servants, and no other than one single family shall occupy a Living Unit. The construction of a Dwelling Unit on a Lot shall begin within one (1) year after the initial sale of the Lot from the Developer, provided if the Lot shall be reacquired by or on behalf of the Developer prior to the commencement of such construction, the running of such time period shall be tolled,

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and any subsequent purchase of such Lot from the Developer shall have the one (1) year period in which to commence construction of a Dwelling Unit. In the event construction has not begun within such one (1) year period as provided herein, the Developer may, at its option, repurchase the Lot at an amount equal to the purchase price at which the Lot was purchased from the Developer

Section 6. The location of any and all sidewalks, driveways, walkways, access ways, roadways and parking areas within Hidden Harbour shall be and remain as established by the plat of Hidden Harbour, or, if not now established, as shall be determined by the Architectural Control Committee, in writing at the time of the approval of the plans and specifications for said Structure. No sidewalk, driveway, walkway, access way, roadway or parking area shall be located, relocated or suffered to remain within Hidden Harbour except as located on the plat of Hidden Harbour or as determined in writing by the Architectural Control Committee. Complete specifications for construction of sidewalks, driveways, walkways, access ways, roadways and parking areas shall be submitted to the Architectural Control Committee, and its approval thereof endorsed thereon in writing.

Section 7. No portion of any Lot outside of the front, side and rear setback lines for each Lot, as shown on the Plat, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any Lot for any approved sidewalk, driveway, walkway, access way or parking area, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purpose of beautifying the premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere within Hidden Harbour and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purposes, shall be erected, placed or suffered to remain upon any Lot without any written consent of the Architectural Control Committee, having been first obtained therefor. Any such fence, hedge, wall or enclosure shall be subject to the terms and conditions of such consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding the foregoing, that portion of each Lot not containing a Structure, shall be landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee, and each such area shall thereafter be maintained in accordance with such plan. All electrical service to Living Units shall be underground from the main electrical supply lines.

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Section 8. The Developer reserves the exclusive right to grant easements and/or consents for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary and storm sewer pipes, lines and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all portions of Hidden Harbour including any Lot, the Common Areas or any portion thereof, regardless of whether such easements are for the installation of utilities to serve Hidden Harbour or to serve other adjacent or nearby property, whether or not such nearby property is then subject to this Declaration.

Section 9. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under, on and/or over (i) those areas designated on the plat of Hidden Harbour as easement, utility easement, driveway easement, drainage easement, sewer easement, access way, parking and sidewalk easement, private roadway easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipes, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, together with the right to relocate any such areas so designated on one or more plats of Hidden Harbour and to grant such additional utility easements, driveway easements, drainage easements, sewer easements, access way, parking and sidewalk easements, private roadway easements in, through, under, on or over Hidden Harbour as the Developer shall deem necessary for the development of Hidden Harbour, including all of the Project Area, and any property adjacent thereto and (ii) the Common Areas for roadways, driveways, walkways and sidewalks for ingress and egress purposes to Lots within Hidden Harbour, and further reserves the right to grant to others the non-exclusive right and easement to use such present or future easement areas; and unless approved by the Developer no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Hidden Harbour, over or upon which easements for the installation and maintenance of such public or private utilities, driveways, drainage facilities, sewer facilities, sidewalks, access ways, parking areas, private roadways or similar improvements will be or have been granted. The installation within Hidden Harbour of any utilities, driveways, drainage facilities, sewer facilities, access ways, parking areas, sidewalks, private roadways or similar improvements shall be deemed to create the easements necessary to support such improvements without further acts by the Developer. No Owner of any Lot in Hidden Harbour shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of Hidden Harbour without the prior written consent of

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the Developer, its successors and assigns. The Developer further reserves to itself, its successors and assigns, a perpetual non-exclusive easement in, through, over, upon and across the Common Areas and those areas now or hereafter designated as driveways, sidewalks, access ways, parking areas or private roadways, together with the necessary or proper incidents and appurtenances, to be used by the Developer, its employees, invitees, guests, agents, customers, tenants, lessees, successors and assigns, for purpose of unobstructed ingress and egress, by pedestrian travel and travel by vehicles of any kind and further reserves the right to grant perpetual non-exclusive rights and easements to third parties to so use such areas.

Section 10. No spiritous, vinous and fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any Lot or the Common Areas, and no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any Lot or the Common Areas. The foregoing shall not apply to the use by the Developer or its designee of any Lot as a sales office for the sale or lease of Lots and/or Structures in Hidden Harbour. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any Lot (except wells for lawn and landscape watering, if written approval is first obtained from the Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land.

Section 11. No animals, rabbits, or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of the Common Areas or any Lot. The Developer reserves the right to adopt reasonable regulations governing the keeping within any Structure of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the Owners or inhabitants of Hidden Harbour.

Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any Lot or the Common Areas. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any porch, patio or balcony. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

Section 13. No boat, boat trailer, house trailer, motor home, mobile home, motorcycle or truck (except pick-up trucks not exceeding one (1) ton and window panel vans not exceeding one (1)

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ton, so-called) of any type shall be parked, kept or stored on any portion of Hidden Harbour unless completely within a closed garage. Notwithstanding the foregoing, a boat meeting the restrictions set forth in this Declaration may be docked at an approved dock located within a Lot. No vehicles shall be stored other than on paved driveways or in garages. No trailer, tent, shack, barn or outbuilding of any type shall be permitted on any portion of Hidden Harbour unless approved by the Architectural Control Committee.

Section 14. The Developer reserves the sole and exclusive right to establish grades and slopes on any Lot and to fix the grade at which any Structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Hidden Harbour.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage of 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 Developer.

Section 16. No grantee or successor in title shall subdivide or convey less than the whole of any Lot without first obtaining the written consent of the Developer.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any structure or addition thereto, any such variance shall be deemed a violation of this Declaration.

Section 18. No above ground swimming pool shall be constructed, reconstructed, allowed or suffered to remain upon any Lot unless said above ground swimming pool has been approved by the Architectural Control Committee.

Section 19. The Developer and the Association reserve and are hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which said violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and/or the Association, and the Developer and/or the Association shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The Lot Owner shall immediately

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reimburse the Developer and/or the Association for any costs incurred in connection with the Developer's and/or the Association's cure, abatement or removal of such violation. Any failure to so reimburse the Developer and/or the Association shall give the Developer and/or the Association the right to place a lien upon such defaulting Lot Owner's Lot for such amounts as set forth in **ARTICLE FOUR** hereof. A failure of the Developer or the Association to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer and the Association (as the case may be) shall at any and all times have the right to enforce the same.

Section 20. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by the Developer any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 21. The Developer may, as it deems advisable, adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of Hidden Harbour and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in Hidden Harbour.

Section 22. No sign, billboard or other advertising devise, whether for the purpose of advertising the sale of a Lot or a Living Unit or otherwise, shall be erected, placed or suffered to remain upon any Lot or any portion of the Common Areas or upon or visible from the outside of any Living Unit without the prior written consent of the Developer. Notwithstanding the foregoing, (a) a standard real estate sign not exceed six (6) square feet in area on a side and advertising the Lot or Living Unit "For Sale" or "For Rent" shall be permitted and (b) the right is hereby reserved to the Developer to erect and maintain signs on any unsold Lot or upon the Common Areas adjacent to the entrance to Hidden Harbour. In addition, Developer reserves the right to construct and use construction and sales offices on one or more Lots.

Section 23. Each Living Unit, if required, must have sidewalks constructed as prescribed by the Lucas County, Ohio Engineer. Furthermore, each builder of Living Units on any Lots shall comply with the site grading plan prescribed by the Lucas County, Ohio Engineer. Said Lucas County, Ohio Engineer may determine

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that certain Lots may require retaining walls in order to preserve trees presently located on said Lots. If said retaining walls are necessary and if the Owner of said Lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County, Ohio Engineer and the Developer as herein provided. If the Owner of any of said Lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County, Ohio Engineer shall be complied with, including grading to accomplish the required slope along the private road right-of-way. If sidewalks are required, each Lot Owner shall, at his own expense, construct such sidewalks across the frontage of his Lot at the time of the construction of a dwelling unit on such Lot. Such sidewalks shall be constructed in accordance with the construction specifications and location requirements of the Township of Springfield and/or Lucas County, whichever is applicable. Upon the failure of a Lot Owner to construct sidewalks as provided herein, the Developer or the appropriate governmental entity shall have the right to enter upon the Lot in question and to construct such sidewalks or cause the same to be constructed at the expense of the Lot Owner. In such event, the costs of construction of such sidewalks shall be and become a lien against the Lot on which the sidewalks have been constructed from the date of perfection thereof as hereafter provided and, if the costs of construction of such sidewalks shall not be paid immediately upon demand therefore, such lien may be foreclosed by an action brought by the Developer or the appropriate governmental entity, as in the case of foreclosure of liens against real estate. The holder of any such lien may perfect such lien against third parties by filing an affidavit stating the facts giving rise to the lien with the Recorder of Lucas County, Ohio.

Section 24. Each Lot shall be equipped with a "rustic cedar" (so-called) mailbox approved by the United States Postal Service, which mailbox shall be installed at such time as a Living Unit has been completed on such Lot. The maintenance, repair and replacement of each such mailbox shall be the sole responsibility of the Owner of the Lot serviced by such mailbox. Each such mailbox, shall be maintained in good condition, consistent with the original design of the mailbox. Any replacement for a mailbox shall be of the same design and quality as the original mailbox for such Lot.

Section 25. Within six (6) months after a Living Unit has been completed and occupied on any Lot the front yard of said Lot shall be sodded from the front of the Living Unit to the street line in the case of interior Lots. In the case of corner Lots, the front yard shall be sodded from the front of the Living Unit

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to the street line and the side yard facing the street shall be sodded from the Living Unit to the street line.

ARTICLE THREE

Section 1. The Common Areas shall hereafter be for the use and enjoyment of the Owners of all of the Lots in Hidden Harbour. The foregoing is not intended, however, to grant to Lot Owners any rights to use any portion of the Project Area not yet subjected to the terms of this Declaration.

Section 2. No Structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon the Common Areas without the prior written consent of the Developer.

ARTICLE FOUR

Section 1. On or before the completion, sale and occupancy of Living Units on all of the Lots now or hereafter subjected hereto, or such earlier date as Developer, in its sole discretion, shall elect, the Developer shall cause to be formed an association made up of the Owners of each Lot in Hidden Harbour. Upon the formation of such Association, every holder of the record title of a Lot in Hidden Harbour shall become a member thereof, and each such Owner, other than the Developer, shall be entitled to one vote on each matter submitted to a vote of members for each Lot in the Property owned by him or it. Notwithstanding the foregoing, the Developer shall be entitled to five (5) votes for each Lot owned by or on behalf of it in Hidden Harbour. Where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Upon the amendment of this Declaration to add all or any portion of the Project Area as provided in Section 4 of ARTICLE SEVEN hereof, the owner of each Lot in the portion of the Project Area then submitted to this Declaration shall automatically become a member of the Association, once formed. Up until the time of the formation of the Association, the Developer shall exercise all of the rights granted to the Association hereunder including, without limitation, the power to determine and collect assessments.

Section 2. The Association, by a two-thirds (2/3) vote of the Association by written action without a meeting or a by majority vote of the Association at a duly called meeting may adopt such reasonable rules and regulations consistent with this Declaration as it may deem advisable for the operation of the Association and for the maintenance, conservation and beautification of Hidden

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Harbour and for the health, comfort, safety and general welfare of residents of Hidden Harbour.

Section 3. The Association shall be responsible for (i) the care and maintenance of the landscaping and any structures located on the Common Areas, (ii) the maintenance, repair, replacement, snow removal and other costs of the private roadways (but not sidewalks and/or driveways), as shown on any plat of Hidden Harbour or those created by any easements for the benefit of Hidden Harbour, (iii) mowing and general lawn care for the Common Areas, (iv) maintenance, repair and replacement of all sewer lines and appurtenances, (v) the cost of all street lighting, including maintenance, repair, replacement and operation, (vi) maintenance of the lake and canals, as set forth herein, and (vii) real estate taxes and assessment which may be assessed by public authorities against all of the Common Areas.

Section 4. Lots within that portion or portions of Hidden Harbour that is subjected to this Declaration shall be subject to an annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association, at the option of the Association, in annual, quarterly or monthly installments beginning on the first day of January of such year. The amount of the annual assessment shall reflect the fact that each Lot Owner is responsible for a proportionate amount of each item of expense attributable to that portion of Hidden Harbour subjected to this Declaration. The Association shall have a perpetual lien upon each of the Lots to secure the payment of the annual assessment attributable to such Lot, plus interest thereon at the rate of fifteen percent (15%) per annum from and after the due date thereof plus costs of collections, and each such assessment shall also be the personal obligation of the Owner or Owners of each Lot within that portion of Hidden Harbour subjected to this Declaration at the time when the assessment fell due. Each assessment shall become a lien against each Lot on the first day of the month in which it is due. In default of the payment of any assessment within thirty (30) days of its due date, the lien for said charge may be recorded against each Lot for which the assessment remains unpaid by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Hidden Harbour Association claims a lien for unpaid annual assessments for the months
in the amount of $ _____ against the following described premises:

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(Insert legal description)

HIDDEN HARBOUR ASSOCIATION

By _____
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The following instrument was acknowledged before me this ____ day of _____, 19___ by _____, President of HIDDEN HARBOUR ASSOCIATION, an Ohio corporation, on behalf of the corporation.

_____
Notary Public

In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise. No Owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The assessments shall be applied toward payment of the following costs and expenses.

(a) For the discharge of all obligations of the Association as set forth herein or as established by the Association, including, without limitation, those set forth in Section 3 of this ARTICLE FOUR;

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(b) for legal and accounting services for the Association;

(c) for the full amount of any taxes and assessments assessed against the Common Areas, whether the Common Areas are then held in the name of the Developer or its nominee or the Association;

(d) for fire, casualty and liability insurance to protect the Association and its officers, directors and members, for liability incident to the operation or ownership and the use of the Common Areas;

(e) a reserve for extraordinary expenses of the Association;

(f) for the cost of collecting assessments, and expenses of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the Owners of Lots in Hidden Harbour; and

(g) for such other purposes as the Association shall deem to be in the best interest of the Lot Owners.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interest of the Lot Owners in Hidden Harbour may, in its judgment, require. 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 the interested parties. Upon demand of any Lot Owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate stating forth whether all assessments have been paid for such Lot Owner's Lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 5. Upon the initial sale of each Lot by the Developer the purchaser thereof shall pay an initial fee of One Hundred Dollars ($100.00). Such initial fee shall be paid to the Developer, or the Association if then in existence, and shall be used for working capital for the payment of common expenses.

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Section 6. The owner of each Canal Lot shall pay an additional assessment for the maintenance of the canal system connected to the lake. Such assessment shall be in an amount equal to the estimated annual cost of maintenance of the canals, including dredging to maintain the width and depth of the canals. Such assessment may include an annual amount to fund a reserve for such maintenance.

ARTICLE FIVE

Section 1. Upon conveyance of the final unsold Lot in Hidden Harbour and in the Project Area by the Developer, or at such earlier time as the Developer may elect, the Developer shall convey title to the Common Areas to the Association, subject to all easements, licenses and other property interests affecting such areas at the time of such conveyance. In addition, the Developer may convey the lake to the Association.

ARTICLE SIX

Section 1. The Association shall be responsible for all maintenance of Hidden Harbour Lake, regardless of whether title to the lake is then held by the Association, the Developer or otherwise. Until such time as the Association may take title to the lake, each Lot Owner is given a non-exclusive easement to use the lake, subject to the provisions hereof and such rules and regulations as may be enacted under the terms hereof.

Section 2. At least once per year the Association shall contribute to the stocking of the lake. The Association and the Developer shall determine the number and type of fish to be placed in the lake and the Association shall pay that portion of the total cost thereof equal to the total cost times a fraction, the numerator of which is the total number of dwelling units then constructed on Lots then subjected to this Declaration and the denominator of which is the sum of the total number of dwelling units then constructed on Lots then subjected to this Declaration plus the total number of units in Hidden Harbour Condominium or any other condominium then occupying all or any part of the additional property, as set forth in the Declaration of Condominium Property for Hidden Harbour Condominium.

Section 3. Swimming is permitted in the lake in daylight hours only subject to further rules and regulations as may from time to time be adopted hereunder. All use of the lake is solely at the individual's own risk.

Section 4. Use of the lake by Lot Owners shall be limited to the Lot Owner, the occupants of the Living Unit located thereon and

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such parties' guests and invitees. No person shall use the lake in such a way as to unreasonably interfere with the use and enjoyment thereof by any other party.

Section 5. Only (a) canoes, row boats, paddle boats and sailing craft up to sixteen (16) feet in length and (b) pontoon boats up to eighteen (18) feet in length may be used on the lake. No motors of any kind are permitted on any boat except battery operated trolling motors. Fishing is permitted in the lake.

Section 6. The Developer reserves for itself, its successors and assigns and for each Lot Owner, a perpetual, non-exclusive easements in, under, over and upon the portion of each Lot that is now or hereafter covered by water for the purposes of passage, fishing, swimming and other recreational uses, and further reserves the right to grant to others the non-exclusive right and easements to use such easement areas. Nothing contained in this Section 6 shall (a) prevent the Owner of any such Lot from constructing within such easement area a dock, provided such dock has previously been approved by the Architectural Control Committee, or (b) grant to the Developer or any third party the right to use any such approved dock.

Section 7. No Lot Owner shall use lake water for watering any lawn or otherwise supplying water to any Lot.

Section 8. No floating swim platform or other structure or device, other than a dock previously approved by the Architectural Control Committee and/or a boat meeting the requirements of this Declaration, shall be used or maintained in the lake or any canal connected to the lake, including, without limitation, any portion thereof contained within a Lot.

ARTICLE SEVEN

Section 1. Each grantee of a Lot or the Common Areas, 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 the Developer, and the Association, as the case may be, created or reserved by this Declaration or by Plat or deed restrictions heretofore recorded, and all easements, rights, benefits, and privileges 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, and inure to the benefit of such Owner, in like manner as if the provisions of this Declaration were recited and stipulated in each and every deed of conveyance.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with

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the land in Hidden Harbour, and shall be binding upon all persons (either natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in Hidden Harbour, regardless of how or in what manner said interest is acquired, until January 1, 2020, and except as otherwise provided in Section 3 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 3. This Declaration may be amended prior to January 1, 2020 with the written approval of the Association and with the consent of the Developer, which amendment shall become effective from and after filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving Lot Owners with the formalities required by law. These covenants and restrictions may be terminated after January 1, 2020, and may be amended or terminated thereafter with the written approval of the Association upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 4. Notwithstanding the provisions of Section 3, ARTICLE SEVEN hereof, the Developer reserves the right to amend this Declaration at any time and from time to time, without the consent of the Association or the Owner of any Lot in Hidden Harbour, to subject hereto all or any portion of the Project Area and as otherwise provided in this Declaration. In addition, the Developer has reserved herein the right to grant certain easements in Hidden Harbour. In the event the Developer so elects to amend this Declaration or to grant easements pursuant hereto, each Lot Owner, by his acceptance of a deed to a Lot, agrees to cooperate and execute all document necessary to effect such amendments or the granting of such easements. In order to facilitate each such amendment or the granting of such easements, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer his and/or its attorney-in-fact to execute, acknowledge and record, for and in the name of each Lot Owner and/or in the name of the Association, such instruments or documents as may be necessary, from time to time, to so amend this Declaration and to grant easements as provided herein. This power of attorney is coupled with an interest and shall be binding upon any successor in title to a Lot or any successor or assign of the Association.

Section 5. The Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound such restrictions.

Section 6. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof,

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regardless of the frequency and number of violations or breaches that may occur.

Section 7. The Developer reserves the right to change, modify, alter or rescind any of the covenants and restrictions herein contained.

Section 8. The invalidity of any restriction 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 effect the rest of this Declaration.

Section 9. A violation of any of the rules and regulations adopted by the Developer, or by the Association, as the case may be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 10. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Hidden Harbour Partners has caused this Declaration to be executed on the day and year first above written.

Hidden Harbour Partners, an Ohio general partnership

Witnesses:

By: Hidden Harbour Development Co., general partner

By: Robert L. Dame
Robert L. Dame, President

By: RGM Properties, Inc., general partner

By: Richard G. Moses
Richard G. Moses, President

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STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2nd day of March, 1990 by Hidden Harbour Development Co., an Ohio corporation, a general partner, by Robert L. Dame, President, on behalf of Hidden Harbour Partners, an Ohio general partnership, and by Robert L. Dame, President of Hidden Harbour Development Co., an Ohio corporation, on behalf of said corporation.

Cynthia Connors Daft
Notary Public

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2nd day of March, 1990 by RGM Properties, Inc., an Ohio corporation, a general partner, by Richard G. Moses, President, on behalf of Hidden Harbour Partners, an Ohio general partnership, and by Richard G. Moses, President of RGM Properties, Inc., an Ohio corporation, on behalf of said corporation.

Cynthia Connors Daft
Notary Public

This Instrument prepared by:

Fuller & Henry
One SeaGate, 17th Floor
Toledo, Ohio 43603

CYNTHIA CONNORS DAFT
Notary Public, State of Ohio
My Commission Expires March 14, 1994

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EXHIBIT A

Parcel I
The South forty (40) acres of the West one-half (1/2) of the Northwest quarter (1/4) of Section eight (8), Town two (2), United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie in Springfield Township, Lucas County, Ohio; excluding therefrom the following described property:

Excluded Parcel A from Parcel I

All that part of the West ½ of the Northwest ¼ of SECTION 8, TOWN 2, UNITED STATES RESERVE in SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO, bounded and described as follows:

Starting at the Northwest corner of said Section 8; thence Southerly, along the West line of said Section 8, a distance of 1278.05 feet to the North line of the South 40 acres of the West ½ of the Northwest ¼ of said Section 8, being the POINT of BEGINNING; thence Easterly, along the North line of the South 40 acres of the West ½ of the Northwest ¼ of said Section 8, a distance of 1326.03 feet to the East line of the West ½ of the Northwest ¼ of said Section 8; thence Southerly, along the East line of the West ½ of the Northwest ¼ of said Section 8, a distance of 16.325 feet to a point that is 1297.175 feet North of the South line of the Northwest ¼ of said Section 8 (said point also being 1297.175 feet South of the North line of said Section 8), as measured along the East line of the West ½ of the Northwest ¼ of said Section 8; thence Westerly, a distance of 1326.05 feet to a point on the West line of said Section 8, that is 1295.775 feet North of the South line of the Northwest ¼ of said Section 8 (said point also being 1295.775 feet South of the North line of said Section 8), as measured along the West line of said Section 8; thence Northerly, along the West line of said Section 8, a distance of 17.725 feet to the POINT of BEGINNING.

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Excluded Parcel B from Parcel I

All that part of the South 40 acres of the West ½ of the Northwest ¼ of SECTION 8, TOWN 2 UNITED STATES RESERVE of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO, bounded and described as follows:

Starting at the Southeast corner of the West ½ of the Northwest ¼ of said Section 8; thence North 00° 22' 31" East, along the East line of the West ½ of the Northwest ¼ of said Section 8, a distance of 175.00 feet to the POINT OF BEGINNING; thence North 89° 52' 42" West, parallel with the South line of the Northwest ¼ of said Section 8, a distance of 80.00 feet to a point; thence North 00° 22' 31" East, parallel with the East line of the West ½ of the Northwest ¼ of said Section 8, a distance of 825.00 feet to a point; thence South 89° 52' 42" East, parallel with the South line of the Northwest ¼ of said Section 8, a distance of 80.00 feet to the East line of the West ½ of the Northwest ¼ of said Section 8; thence South 00° 22' 31" West, along the East line of the West ½ of the Northwest ¼ of said Section 8, a distance of 825.00 feet to the POINT OF BEGINNING.

Parcel II

The South Fifteen (15) acres of the East Forty (40) acres of the Northwest quarter(1/4) of Section Eight (8), Town Two (2) in the United States Reserve of Twelve (12) miles squareat the foot of the Rapids of the Miami of Lake Eriein Springfield Township, Lucas County, Ohio.

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Parcel III

All that part of the West 26 2/3 acres of the East 1/2 of the Northwest 1/4 of Section 8 and that part of the West 6 2/3 acres of the East 53 1/3 acres of the East 1/2 of the Northwest 1/4 of Section 8, Town 2, United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in Springfield Township, Lucas County, Ohio, bounded and described as follows:

Starting at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 8; thence South 89°, 52', 42" East, along the South line of the Northwest 1/4 of said Section 8, a distance of 227.00 feet to the point of beginning; thence North 00°, 22', 31" East, parallel with the West line of the East 1/2 of the Northwest 1/4 of said Section 8, a distance of 175.00 feet to a point; thence South 89°, 52', 42" East, parallel with the South line of the Northwest 1/4 of said Section 8, a distance of 325.60 feet to the East line of the West 6 2/3 acres of the East 53 1/3 acres of the East 1/2 of the Northwest 1/4 of said Section 8; thence South 00°, 22', 31" West, along the East line of the West 6 2/3 acres of the East 53 1/3 acres of the East 1/2 of the Northwest 1/4 of said Section 8, a distance of 175.00 feet to the South line of the Northwest 1/4 of said Section 8; thence North 89°, 52', 42" West, along the South line of the Northwest 1/4 of said Section 8, a distance of 325.60 feet to the point of beginning.

Parcel IV

All that part of the West 26 2/3 acres of the East 1/2 of the Northwest 1/4 of Section 8, Town 2, United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in Springfield Township, Lucas County, Ohio, bounded and described as follows:

Beginning at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 8; thence North 00°, 22', 31" East, along the West line of the East 1/2 of the Northwest 1/4 of said Section 8, a distance of 175.00 feet to a point; thence South 89°, 52', 42" East, parallel with the South line of the Northwest 1/4 of said Section 8, a distance of 227.00 feet to a point; thence South 00°, 22', 31" West, parallel with the West line of the East 1/2 of the Northwest 1/4 of said Section 8, a distance of 175.00 feet to the South line of the Northwest 1/4 of said Section 8; thence North 89°, 52', 42" West, along the South line of the Northwest 1/4 of said Section 8, a distance of 227.00 feet to the point of beginning.

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