HIDDEN HARBOUR
PLAT 3

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Declaration Of Restrictions For
Hidden Harbour Plat III,
A Subdivision In The Township Of Springfield,
Lucas County, Ohio

This DECLARATION OF RESTRICTIONS ("Declaration") is adopted by HIDDEN HARBOUR PARTNERS, an Ohio general partnership, 7852 E West Central Avenue, Toledo, Ohio 43617, hereinafter called ("Developer"), as of this 24th day of January, 1990.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded Plat (sometimes "Plat" herein) of the Hidden Harbour Plat III subdivision ("Harbour Plat III") located in the Township of Springfield, Lucas County, Ohio, which Plat is recorded in Volume 152, Page 47, of the Lucas County, Ohio, Record of Plats; and

WHEREAS, the Hidden Harbour Association ("Association"); when formed by the Developer, shall be an Ohio non-profit corporation whose members shall be all of the owners (sometimes "Lot Owners" herein) of all of the residential lots (which is specifically defined herein so as to not include Lots A, B and C of the Plat) ("Lot or Lots") in the Plats 2 and III of the Hidden Harbour Subdivision (the "Subdivision" or "Hidden Harbour"), as well as any and all residential lots which may be created by any subsequent plats of the Subdivision (Plat 2 has already been recorded; and these Restrictions are executed as an extension thereof as provided in the recorded restrictions for said Plat 2); and

WHEREAS, Hidden Harbour Lake Association, Inc. shall be, when formed, a separate Ohio non-profit corporation created by the Developer whose members will be initially all the record owners of all the lots in the Plat which border Lot A of the Plat and which will be formed initially for the sole and exclusive purpose of taking title to said Lot A thereby owning and controlling the use, enjoyment, maintenance and operation of a certain lake (the "Lake") situated thereon, as more particularly shown on the recorded Plat; and

WHEREAS, the Harbour Plat III is intended to be a first-class, quality single-family residential subdivision developed as a community development plan or Section Thirteen development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, does for itself and its successors and assigns, hereby declare, covenant and stipulate the all property as shown on the Plat (except that it is expressly stipulated that these restrictions will not apply to Lots A, B and C unless specific mention is made with respect thereto) shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.
ARTICLE I

USE OF LAND

1.1 - Residential Lots. All of the lots located and shown on the Plat (once again exempting Lots A, B and C) as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "lot", "lots", "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses (such as docks on the hereafter defined "Laka Lots") as are approved by the Developer as provided under Article II hereof. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 - Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted. However, not more than one single-family residence shall be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer.

ARTICLE II

Section 2.1. 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 (which is herein defined to mean the Hidden Harbour subdivision as it may be expanded from time to time) have been sold and Living Units (defined herein to mean the completed residence) 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.

Section 2.2. 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, specifications 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 soundproofing
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
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 lot owners or prospective lot 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 enforcement 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 23. 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 Plat;

(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 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 2.4. 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, 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" (except for those not exceeding 20" in diameter, and located on the residence itself or other location approved by Developer; but in either event not visible from the street and with colors and other specifications as are approved by Developer in writing) 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 2.5. 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 residence 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 acquired by or on behalf of the Developer prior to the commencement of such construction, the running of such time period shall be tolled, and any subsequent purchase of such Lot from the Developer shall have the same 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 2.6. The location of any and all sidewalks, driveways, walkways, access ways, roadways and parking areas within the Plat shall be and remain as established by the Plat 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 the Plat except as located on the Plat 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 2.7. 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, decorative wall, 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 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.
Section 2.8. 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 incident and appurtenances in, through, under and/or upon any and all portions of Hidden Harbour including any Lot, the Common Areas (which are defined herein to mean Lot C of the Plat) 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 2.9. 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 Plat III 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 incident and appurtenances, 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, access ways, 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 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 incident and appurtenances, to be used by the Developer, its employees, invitees, guests, agents, customers, lessees, 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 2.10. No spirituous, 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 for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land.

Section 2.11. No animals, domestic or otherwise, rabbits, or poultry, of 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 2.12. 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 2.13. 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) 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.

Section 2.14. 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 2.15. 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 2.16. 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 2.17. 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 2.18. 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
counter 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 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 this Article. A failure of the Developer or the Association to
enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and
conditions 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 2.19. 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 2.20. 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 the Plat and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in the Plat.

Section 2.21. No sign, billboard or other advertising device, 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 the Plat. In addition, Developer reserves the right to construct and use construction and sales offices on one or more Lots.

Section 2.22. 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 and approved by the Developer as herein required. Said Lucas County, Ohio Engineer may determine 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, 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, 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 2.23. 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 the same design and quality as the original mailbox for such Lot.

Section 2.24. 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 to the street line and side yard facing the street shall be sodded from the Living Unit to the street line. In both cases, the balance of the lot shall, within said six (6) months, be seeded or hydoseeded.

Section 2.25. The Hidden Harbour Association. The Developer shall cause the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio, named "Hidden Harbour Association" as specified in the declaration for Plat 2. The owners of the Lots in Plat 2, the Plat and in any subsequent plat of the Subdivision and all persons who hereafter acquire title to such Lots shall be members of the Association. Upon the sale and conveyance by the Developer of all residential Lots in the Plat and future plats, if any, of Hidden Harbour, the Developer, shall (1) deed Lots B and C to the Association subject to the perpetual
non-exclusive easements herein reserved and created, and (2) by instrument in writing in the nature of an assignment, vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. The assignment and the aforesaid deed shall be recorded in the Office of the Lucas County, Ohio Recorder. The Developer may at any time previous to the sale and conveyance of all of said lots at its option so convey and/or assign the aforesaid rights, privileges and powers to the Association. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the rights, from and after such conveyance and/or assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat, Plat 2 and all future plats, if any.

Section 2.26 Expansion and The Lake Association. As indicated previously, under a previous declaration filed for Plat 2 of the Subdivision (recorded at 90-0306C02, et seq.), Developer expressly reserved the right to expand the Subdivision, which has been accomplished pursuant to and in accordance with the recording of this Declaration of Restrictions. Furthermore, and as also contemplated by said previous declaration, Developer intended at some time to convey all Common Areas (as herein defined) to the Association. Developer will at such time as it deems advisable create the Hidden Harbour Lake Association, Inc. ("Lake Association") for the sole and exclusive purpose of taking title to Lot A of the Plat. The initial members of the Lake Association shall be record owners of Lots 79, 80 and 82 through 110 of the Plat ("Lake Lots"). Furthermore, subject to any easements hereinafter or herein reserved, the owners of the Lake Lots will have the perpetual non-exclusive use and enjoyment of the lake and Lot A and shall share equally the care and maintenance of same before and after any formal creation of the Lake Association and/or any conveyance of Lot A by the Developer to the Lake Association. The owners of the Lake Lots will also be responsible for the maintenance, care and insurance of Lot A pursuant to this Declaration and promulgation of rules and regulations covering the use and care of the lake (which shall include, for example, the establishment of assessments). Until such time as all of the lots in the Plat have been conveyed to others by the Developer, the Developer shall control and operate the Lake Association. It is understood that the Lake Association may be expanded at the Developer's sole option to take record title to other property of Developer and to include other lot owners in the Subdivision.

Section 2.27 Maintenance Charges. Each and every lot in the Plat shall be subject to an annual assessment in the amount established by the Association. The Association shall have a lien perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. (Notwithstanding said provision, the Developer, until the Association is formed, shall also have such assessment and lien rights). In default of the payment of such maintenance charge, a "Notice of Lien" in substantially the following form may be filed and recorded to the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that the Hidden Harbour Association claims lien for unpaid annual assessments for the year(s) in the amount of $ against the following described premises:

(Insert Legal Description)

HIDDEN HARBOUR ASSOCIATION

By: ________________________________

President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this __ day of ___, 19___, by

President of the Hidden Harbour Association, an Ohio corporation, on behalf of the corporation.

__________________________
Notary Public

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In the event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount due by foreclosure of the above described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Common Areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became 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. Said charges and assessment shall be levied against all lots in the Subdivision and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of 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 the lots in the Subdivision, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's right and duties under the within Declaration of Restrictions.

Section 2.28. Upon the initial sale of any lot in the Plat by the Developer, an initial fee of One Hundred Dollars ($100.00) shall be paid to the Developer for working capital to pay common expenses. Upon the request of any lot owner, the Secretary or President of Association, or the Developer, as the case may be, shall certify in writing the payment status of any assessments on any lot.

ARTICLE III
EASEMENTS

3.1 - Reservation of Easements and Poad Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Subdivision, over, below or under all of the areas designed as "Utility Easements", or with words of similar import, on the Plat, and along and upon all roadways (Lot C) now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserve to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. Developer hereby reserves and creates the following perpetual non-exclusive easements in favor of all record lot owners in Hidden Harbour: (a) Lot C of the Plat encompasses what is the private roadway system for the Plat and it is hereby dedicated by the Developer for vehicular and pedestrian access and use by all lot owners in Hidden Harbour and the Hidden Forest Subdivision adjacent thereto; said Lot C shall be maintained by the Association and shall be subject in use to such rules and regulations as may be subsequently promulgated by the Developer and/or the Association consistent with the easements reserved herein; and (b) Lot B of the Plat is hereby reserved and dedicated for pedestrian use only by all lot owners of this Plat, as well as all other parties or persons to whom the Developer or its successors and assigns may hereafter grant such similar or more expansive non-exclusive rights, so as to provide access to and enjoyment of an existing lake known as Hidden Harbour Lake adjacent to said Lot B; provided however, under no circumstances shall vehicles or watercraft of any kind be transported over or launched from said Lot B at any time unless and until the Developer creates additional non-exclusive easements permitting same (it being understood that Developer may limit such launch rights for example to a certain class of lot owners within the Subdivision). Developer further reserves for the benefit of each owner of a Lake Lot within the
Plat a non-exclusive easement for recreational use over and across those portions of any Lake Lot covered by the boundaries of the lake, as same may change from time to time, provided such non-exclusive easement shall not in any way impair or impede the placement therein of a dock by any Lake Lot owner approved by the Developer as required hereunder. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.25, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.25. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

3.2 Developer has or will create a pond over and across portions of Lots 137 through 144 and 146 through 148 of the Plat ("Pond Lots"). The costs to maintain such pond ("Pond") including, but not limited to, insurance, weeding, etc., shall be shared by the owners of the Pond Lots on an equal basis. The Pond shall at all times be maintained in a first-class condition free of debris and contamination. The Developer hereby reserves and creates over those portions of the Pond Lots covered by the Pond, as same may change from time to time, a perpetual exclusive easement in favor of the Pond Lot owners to traverse the Pond by non-motorized watercraft, which shall be limited to canoes, row boats, paddle boats, sailing craft (maximum 16 feet in length) for purposes of recreational use, which shall include fishing and boating, subject to (1) the right of any Pond Lot owner to place within said easement area docks approved by the Developer under Section 2.1 hereof, and (2) the existence of any drainage and/or other such utility easement created and/or reserved by Developer pursuant to the Plat or this Declaration, provided, however, under no circumstances will any swimming be permitted in the Pond at any time. The owners of the Pond Lots, by majority vote, may also from time to time adopt rules and regulations concerning the ice fishing and/or ice skating on the Pond, and may prohibit same upon such majority vote.

ARTICLE IV
THE HIDDEN HARBOR LAKE ASSOCIATION, INC.
AND LOT A

4.1 - The Lake and the Lake Association. As indicated previously, a lake is presently located on Lot A of the Plat. Lot Numbers 79, 80 and 82 through 110 of the Plat border and are adjacent to Lot A. The Developer will cause the Lake Association to be formed as an Ohio non-profit corporation for purpose of (1) taking title to Lot A, and (2) permitting all the owners of the Lake Lots (as well as others as permitted by Developer) to become members of the Lake Association and thereby enjoy the non-exclusive use, control and maintenance of the lake.

4.2 - Restrictions on Lake Use. Without limiting the powers of the Lake Association to adopt rules and regulations pertaining to the use, enjoyment and maintenance of the lake, the Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby apply to Lot A and the lake:

1. Each Lake Lot owner shall have the right to use the lake for recreational and open space purposes only, consistent with any rules and regulations adopted by the Developer and/or the Lake Association; provided, however, that any use of the lake shall be at the sole risk of said owner. Under no circumstances shall the Lake Association or the owner of any Lake Lot have the right to diminish, control or affect the level, volume or amount of water located in the lake.

2. No owner of any Lake Lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's residential lot into the lake, whether before, during or after the construction of a residence dwelling on such residential lot.

3. Use of watercraft on the lake shall be restricted to non-motorized watercraft (battery operated trolling motors excepted) and such watercraft shall be of such maximum length and type as determined by Developer.
4. Pedestrian access to the lake by Lake Lot owners shall be only via their own individual Lake Lot or over and across Lot B of the Plat as specified in Section 3.1 hereof.

5. Additional rules and regulations governing the use of the lake may be promulgated from time to time by the Developer, its successors and assigns, and/or the Lake Association, and such rules and regulations shall be strictly observed by all Lake Lot owners.

4.3 - Purposes and Powers of the Lake Association. The Lake Association shall have the power to own, operate, control and maintain the lake and/or such other property as Developer or any other entity decides to convey to the Lake Association and to assess all owners of the Lake Lots (and/or other owners of property to whom Developer elects to give access privileges to the lake, who will then be assessed a fee determined by the Developer to be commensurate with the extent of such privileges given). In the event any such assessment is not paid when due, the Lake Association shall have the right and power to lien the property of all Lake Association members who have not paid said assessments in the same manner and fashion as the Association may do pursuant to these Articles. Without limiting any of the foregoing, the Lake Association shall specifically take all reasonable measures to ensure that the level of the lake and its shoreline are adequately protected from and against erosion and/or deterioration.

4.4 - Easement In Favor of All Lot Owners. Developer, in addition to the other easements reserved herein, hereby reserves over, across, under and upon Lot A and the Pond perpetual non-exclusive drainage easements in favor of all lot owners in the Plat, the Subdivision, the Association itself and all of their respective heirs, successors and assigns for purposes of permitting the storm water drainage and placement of storm water drainage facilities (some of those easements are shown on the Plat), and the right to from time to time maintain and repair same; it being expressly understood and agreed that under no circumstances shall anything other than storm water be permitted to be drained into the lake or the Pond from property within the Plat of Hidden Harbour.

ARTICLE V

DURATION OF RESTRICTIONS, AMENDMENTS

6.1 - Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer, the Association or the Lake Association until the first day of January, 2020 at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years.

6.2 - Amendments. These covenants and restrictions may be amended or revoked with the approval of the then owners of not less than seventy-five percent (75%) of the residential lots in the Plat (and if such amendment affects Lots A, B or C with the approval of the record owner of Lot A, B or C, as the case may be) which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all necessary approving lot owners with the formalities required by law.

ARTICLE VI

ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

6.1 - Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Lake Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

6.2 - Saving Clause. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.
Developer shall indemnify its partners, employees, and agents to the fullest extent permitted by law for their good faith actions taken on behalf of and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

6.3 - Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

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

6.5 - No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

6.6 - Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

6.7 - Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

[Signatures]

HIDDEN HARBOUR PARTNERS, an Ohio general partnership

By: THOMAS BUILDING CO., general partner

By: HIDDEN HARBOUR DEVELOPMENT, CO., general partner

By: RGM PROPERTIES, INC., general partner

By: THOMAS L. SCHLACHTER, President

By: ROBERT L. DAME, President

By: RICHARD G. MOSES, President

[Signature]

[Signature]

[Signature]
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 24th day of January, 1996 by Thomas L. Schlachter, President, on behalf of Thomas Building Co.; by Robert L. Dame, President, on behalf of Hidden Harbour Development Co.; and by Richard G. Moses, President, on behalf of RGM Properties, Inc., the said Thomas Building Co., Hidden Harbour Development Co., and RGM Properties, Inc., being all the partners of Hidden Harbour Partners.

Patricia E. Stanley
Notary Public

PATRICIA E. STANLEY
Notary Public, State of Ohio
My Commission Expires 6-4-17

CONSENT AND JOINDER OF

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

The undersigned, as record titleholder to the real property covered by the foregoing Declaration, hereby consents to the execution and recording of same.

WITNESSES:

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO, INC., TRUSTEE

[Signature]

[Signature]

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this 24th day of January, 1996, by [Signature] and [Signature], the officers of Louisville Title Agency for N.W. Ohio, Inc., an Ohio corporation, on behalf of said corporation.

Mary E. Wilkinson
Notary Public

This instrument prepared by:

Jerome R. Parker, Esq.
Grassley, Kaplin & Parker
608 Madison Avenue
Suite 930
Toledo, Ohio 43604

RECEIVED &Recorded

JAN 25 1996
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

13

96 0166605
Consent of Mortgagee To Execution And Filing Of
Declaration Of Restrictions

For valuable consideration received, the undersigned, as record first mortgagee on the real property covered by a certain Declaration of Restrictions recorded at Microfiche No. 96-106-ED on January 25, 1996, in the Lucas County Ohio Deed Records, hereby consents to the execution and recording of same.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be duly executed by its authorized officer this 25th day of January, 1996:

WITNESSES:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 25th day of January, 1996, by Douglas L. Box, the Senior Vice President of National City Bank, Northwest, a national banking association, on behalf of said association.

This instrument prepared by:

Jerome R. Parker
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

RECEIVED & RECORDER
JAN 26 1996
SUE RIOLUX
RECORDER, LUCAS COUNTY OHIO

96 0172B07