The Drake
Plats One and Two

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
AS TO

THE DRAKE PLATS ONE AND TWO
A SUBDIVISION IN OREGON
LUCAS COUNTY, OHIO

WHEREAS, The Port Lawrence Title and Trust Company, Trustee ("Trustee") is the owner in fee simple of the following described real estate ("subject property"): Lots Nos. 1-42, inclusive in The Drake Plats One and Two, a subdivision in Oregon, Lucas County, Ohio, as per plat thereof recorded on ________.

WHEREAS, Trustee, for the benefit of The Drake of Northwest Ohio, L.L.C. and its successors and assigns ("Developer"), and for the benefit of all future owners of all or any part of the subject property, desires to establish a general plan for the development, improvement and use of the subject property as a first-class, high quality subdivision, and to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of the subject property, in order to ensure the stability of land values and to protect all future owners of all or any part of the subject property from variations not in keeping with the uses, improvements and enjoyments described herein.

WHEREAS, Developer and/or Trustee is/are the owner(s) of other lands ("Adjacent Property") immediately adjacent and contiguous to the subject property; Trustee and/or Developer intend(s) to provide for the development thereon of a subsequent plat or plats as an extension of The Drake Plats One and Two; and Trustee and/or Developer reserve(s) the right to establish restrictions upon the manner of use, improvement and enjoyment of the lands in any subsequent play(s) which are in all respects similar to the restrictions on The Drake Plats One and Two and which will make the lands in such subsequent Plat(s) more attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes.

WHEREAS, Trustee and/or Developer may purchase additional lands in the vicinity of the subject property ("Additional Property") which Trustee and/or Developer may desire to develop as an extension of an in conjunction with the development of the subject property and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as herein provided; and Trustee and/or Developer reserve(s) the right to extend the benefits and burdens created by this Declaration to any such lands which may hereafter be acquired by Trustee and/or Developer and Developed in conjunction with the development of the recorded plat of "The Drake Plats One and Two" and any subsequent plat(s).

WHEREAS, Trustee and/or Developer may exercise the above-mentioned reserved rights by filing consecutively numbered plat(s) of The Drake together with supplemental declaration(s) of restrictions subjecting such subsequent plat(s) to this Declaration.

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the
enhancement in value of the subject property, Trustee, for the benefit of The Drake of Northwest Ohio, L.L.C. and its successors and assigns and for the benefit of all future owners of all or any part of the subject property, does hereby declare and stipulate that the subject property and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restriction, which shall run with the land:

ARTICLE I
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the recorded Plats One and Two of The Drake, as the same may be hereafter combined and/or subdivided shall be referred to herein as “Residential Lots” or “Lots.” No housing structure shall be less than 2,550 square feet of living area for two story dwellings and 2350 square feet for one and half story dwellings. For Lots nos. 1-42 ranch or single-story floor plans shall be not less than 2,150 square feet of living area. In all cases, square footage shall be measured from the outside of exterior walls and excluding basements, decks, porches, sun rooms (unless fully enclosed with electricity, heating and air conditioning) and garages. All housing structures shall have a private entrance as well as a private side load attached garage of not less than 450 square feet capacity, which garage shall be attached or connected by means of a covered access to the dwelling, and such accessory buildings and uses as are approved by the Developer as provided under Article IV hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Maintenance of Lots. Prior to completion of construction of a residential dwelling on each lot, the owner thereof shall be responsible for grass mowing and weed cutting not less than one time per month, and (Subject to Section 1.14 hereof) clearing of unsightly debris from such lot whenever necessary. In the event that the owner fails to perform such maintenance obligations, the Developer at its option, upon ten (10) days’ prior written notice to the owner, may cause such maintenance obligations to be performed on behalf of the owner and invoice the owner for such work. If the lot owner does not pay the full amount of such invoice to the Developer within thirty (30) days after receipt thereof, a “Notice of Lien” in the same general form as contained in Section 6.1 hereof may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio.

The Developer and its successors and assigns may, when and as often as such delinquencies occur in the performance and payment of lot owners’ obligations under this section 1.2, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, the Developer shall also be entitled to recover and have and enforce against such residential lot a lien in judgment for its attorney fees and other resulting costs and expenses. No owner may waive or otherwise escape liability for the maintenance obligations provided for herein by non-use or abandonment of such owner’s lot. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect this lien or relieve such lot from the maintenance liabilities described herein; provided, however, that the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the within-described lien as to payments which becomes due prior to such sale of transfer.
1.3 **Establishment of Grades.** Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to the general plan for the development and use of The Drake. Any deviation of 12 inches or more is strictly prohibited unless approved by the Developer in accordance with Article II hereof. Note: 35ft. Setback

1.4 **Location of Structures.** No Dwelling, structure or any part thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the recorded plat nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans for said dwelling. This restriction as the distances at which said dwelling shall be placed from the front, side and rear lot lines shall apply to and include porches, verandas, porte-cochere and other similar projections of said dwelling.

1.5 **Completion of Structures.** Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to the lot, and all structures must be completed within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of Developer as provided under Article IV hereof.

1.6 **Maximum Height.** All structures constructed must have a minimum roof pitch of 8/12. No structure constructed or erected within the subdivision shall be greater than two and one-half (2-1/2) stories nor more that thirty-five (35) feet in height above the main (first) floor level, unless otherwise approved in accordance with Article IV hereof.

1.7 **Driveways.** All driveways, including turnarounds, should be no less than two (2) feet form side property lines on residential lots, shall be concrete, and shall be approved by Developer in writing at time of approval of the plans for a residential dwelling; provided, however, the portion of all driveways located between the sidewalk and the street shall be concrete.

1.8 **Swimming Pools.** No above-ground swimming pools shall be installed on any lot. Pool houses shall be constructed with the same building materials as residential dwelling on residential lot, and shall be approved by Developer in writing at time of approval of the plans for a residential dwelling. No hot tub, spa or in-ground pool shall be installed in The Drake, except in accordance with Article IV hereof.

1.9 **Basketball Backboards.** No basketball backboard shall be erected or attached to the front of any dwelling or garage, and all basketball backboards wherever erected shall be approved by Developer before installation in accordance with Article II hereof. The only basketball backboard acceptable will have a glass backboard with a pole painted the same color as the residence and no pads of bright colors will be allowed on the pole.

1.10 **Lawn and Yard Requirements; No Straw.** The front, rear and side yards of all residential dwellings shall be sodded or hydro-seeded. The front and side of all residential dwellings shall have an underground sprinkler system installed. Under no circumstances shall straw
of any kind be used or placed upon any lot. No portion of any lot in The drake, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat, shall be used for any purpose other than that of a lawn. However, nothing herein contained shall be construed as preventing the use of such portion of any lot for sidewalks, privacy walks and drives (if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying the lot. Further, no vegetables or grains of the ordinary garden or field variety shall be grown upon any lot, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain upon lot. (*SEE DEVELOPER FOR TREE RESTRICTIONS.)

1.11 Fencing. No fence, hedge, wall, gazebo, deck or enclosure of any kind shall be erected, placed or suffered to remain upon any lot unless the written approval of the Developer shall have been first obtained in accordance with Article IV hereof, and any such fence, hedge, wall or enclosure shall be subject to the terms and conditions of said approval as to its type, height, width, color, upkeep and any general conditions pertaining thereof all fences should be consistent with Entrance Fence. Fences shall not be erected nearer to any street than the rear building line of lines unless approved pursuant to Article IV.

1.12 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition, size, design, lettering and standards and brackets of any mailbox and paper delivery boxes, provided however, that all mailboxes shall, in any event, be located in accordance with the applicable U.S. Postmaster’s directions. The Owner of each residential lot shall maintain a mailbox and/or a paper delivery box and replace it when necessary with a mailbox and/or paper delivery of the exact type, look and quality. A drawing of an approved mailbox is on file at the Developer’s office for inspection by all residential lot owners.

1.13 Dryers, Yard Equipment. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. 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.

1.14 General Use Restrictions. No building or structure shall be erected and no portion of any lot shall be used for any use or purpose other than single-family residential purposes. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any residential lot. No noxious, offensive or unreasonably disturbing activities shall be carried on in any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance. No Well or pump for gas, water, oil or any other substance shall be erected, placed or maintained on any of the residential lots. Under no circumstances shall any water by pumped, removed or diverted from any of the Ponds (as hereinafter defined). Lot shall be used for storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period while a structure is being erected upon any lot, building materials to be used in the construction of such structure may be stored thereon. Provided that any building materials not incorporated into a structure within ninety (90) days after delivery to such lot shall be removed therefrom.
1.15 **Satellite Dishes.** No tower, antenna, satellite dish or similar receiving or transmitting device shall be permitted on any residential lot; provided, however, that satellite dishes of 24 inches or less in diameter shall be permitted if approved under Article IV hereof.

1.16 **Pets.** Other than two (2) dogs, two (2) cats and/or two (2) birds, all of which shall be suitably maintained and housed within a residential dwelling, subject to rules and regulations adopted by the Developer, no animals of any kind may be kept or maintained on any residential lot. Notwithstanding anything else contained herein, no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the subdivision in accordance with such rules and regulations as may be adopted by the Developer.

1.17 **Signs.** No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.18 **Miscellaneous.** No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Developer as provided under Article IV hereof, unless otherwise approved by the Architectural Control Committee. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the subdivision, shall be suitably housed within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the developer.

**ARTICLE II**

**THE PONDS**

2.1 **Use of Ponds.** The Developer is constructing a series of three (3) ponds (the “Ponds”) on certain portions of the subject property. As parts of the water source for the system of Ponds, Developer is installing a deep well on the Adjacent Property and a series of water lines and Pond leveling lines on the Adjacent Property and within the Common Areas or easements areas on the subject property. As mentioned in the recitals to this Declaration, the Adjacent Property (including the Ponds thereon) may in the future be subjected to a subsequent plat or plats as an extension of The Drake Plats one and two.

Each Pond is intended for the common use and enjoyment of the owners of adjacent and contiguous residential lots in the recorded plat of The Drake Plats One and Two or in any subsequent recorded plat(s) of The Drake, subject at all times to the restrictions set forth herein. Each owner of a residential lot adjacent and contiguous to a Pond shall have the right to use and enjoy such pond for purpose of (a) launching and using canoes, paddle boats, rowboats,
windsurfers, sailboats and other non-power boats (collectively “Boats”), provided that no Boat shall be larger than twelve (12) feet in length and no gasoline, electric battery or other motors or engines of any kinds shall be permitted on the Boats, (b) fishing, subject to such rules and regulations as may be adopted by the Developer or the Association.

Owners of residential lot that are not adjacent and contiguous to a Pond shall not have any right to use or enjoy any of the Ponds.

2.2 Restrictions on Use of Ponds. No Boats shall be moored or stored in the Pond water when not in active use, and all Boats shall be kept and stored completely on shore when not it use. All decks in the vicinity of the Ponds shall be approved in accordance with Article II hereof, and all supports or other parts or components of a deck shall be allowed no closer to the edge of the water than as specified by Developer in connection with the approved Plans for the deck. No swimming or swimming activities of and kind shall be permitted in the Ponds. No ice skating or ice fishing shall be permitted at any time in the Ponds. At the request of the Developer, all residents shall install a “Warning — Deep Water” sign on each residential lot near the edge of the water. No lawn fertilizers, weed killers or chemicals shall be applied or used on any residential lot within thirty (30) feet of the edge of the Ponds, and no chemicals, sand, fish, or materials of any sort shall be placed or deposited into or on any of the Ponds or the shores of any of the Ponds. No pumping or removal of any water from the Ponds shall be allowed. No rafts, floats, docks or other similar devices shall be installed in any of the Ponds or attached to the shore of any of the Ponds. Under no circumstances shall the owner of any residential lot have the right to diminish, control or affect the level, volume or amount of water located in the Ponds, in the maintenance/Drainage Easement Areas. (as hereinafter defined) or in any of the Pond leveling lines. No owner of any residential lot shall permit any discharge or erosion of soil, dirt, sediment, sand or other materials from such owner’s residential lot into the Ponds whether before, during or after the construction of any structure or residence dwelling on such residential lot.

Any and all use of the Ponds by residential lot owners or occupants or their respective family, friends, guests, invites or visitors (collectively, “Users”) shall be at the sole risk of the Users.

Reasonable rules and regulations governing the use of the Ponds may be promulgated from time to time by the Developer, its successors and assigns, and/or the Association, and such rules and regulations shall be strictly observed by all residential lot owners and Users.

2.3 Maintenance of Ponds. The Developer and its successors and assigns shall be responsible for any and all necessary maintenance and upkeep of the Ponds, and the cost of such maintenance and upkeep shall be paid by the Developer and its successors and assigns. To facilitate the exercise of such maintenance responsibilities, the Trustee has created and reserved rights and easements over certain portions of the subject property (the “Easement Areas”) pursuant to The Drake Plats One and Two Easement Agreement (as hereinafter defined) to allow for cleaning and removal of debris; controlling the growth of weeds, algae and other materials through the use of chemical applications; installation, maintenance, repair and replacement of bubblers, fountains and associated electric lines, underground tubes, and other apparatus in the ponds;
application of chemical and other artificial colorations to the water in the Ponds; repair and maintenance of the slopes and banks along the edge of the Ponds; installation, repairs, maintenance and replacement of Pond leveling lines; and taking of all other actions necessary or appropriate to maintain the water level, water quality, shore quality and general aesthetics of the Ponds.

ARTICLE III
COMMON AREAS

3.1 Description of Common Areas. Certain areas of the subject property are designated for the common use and enjoyment of landscape island in the center of the entrance way.

3.2 Use of Common Areas. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use and enjoy the Common Areas for the purposes incident to the use, occupancy and enjoyment of such member’s residential lot as a place of residence and other incidental uses. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association.

3.3 Buffer Lots. Buffer lots as shown on Plat I and II of Drake Subdivision have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer lots until such time as the abutting right-of-way dedication is extended or widened beyond said buffer lots.

3.4 Conveyance of Common Areas. The Developer and its successors and assigns shall have the right, at any time and from time to time, to convey fee simple title to the Common Areas to the Association (as hereinafter defined), and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose. Notwithstanding anything else contained herein, neither the Association nor any owner or any residential lot shall have any ownership interest in or any right to control the use or development of any common Area unless and until the Developer, its successors and assigns, shall convey such Common Area to or for the benefit of the Association. Thereafter, the Area to or for the benefit of the Association. Thereafter, the owners of the residential lots at the subject property shall have only those rights with respect to the Common Areas as are granted them hereunder and under the Articles of Incorporation and Code of Regulations, if any, of the Association.

Upon conveyance of the Common Areas to the Association as set forth herein, the Association shall assume the responsibility for the care, maintenance, upkeep, repair and replacement of the Common Areas, the payment of taxes and assessments against the Common Areas, and the securing of insurance with respect to the common Areas. The Common Areas and all landscaping, attachments and facilities located thereon, shall be maintained in its original condition and not removed or otherwise altered without the prior written consent of the Developer, which consent shall be required notwithstanding the fact that the Developer may no longer own an interest in a lot in the subject property or in the Common Areas. The conveyance of the Common Areas to the Association shall not be construed or interpreted to be an assignment by the Developer or any
other rights hereunder, including without limitation, the Developer's right to appoint the member(s) of the Architectural Control Committee (as hereinafter described).

Article IV
Architectural Control: Approval of plans

4.1 Submission and Approval of Plans and Specifications. The plans and specifications ("Plans") for all buildings, landscaping and other improvements and structures (including, but not limited to, decks, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts, satellite dishes up to 24 inches in diameter and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Developer, and written approval of the Developer to such Plans shall be obtained before any such building, structure or improvements shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Developer shall approve, reject or approve with modifications all submissions within thirty (30) days after submission of the Plans required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The Plans to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvements, the grading plan for the building site, the finished grade elevation thereof and such other information as may be required by the Developer. Such Plans shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records.

4.2 Architectural Standards. Harmonious Plan. In requiring the submission of detailed Plans as hereinbefore provided, the Developer intends to assure the development of the Drake as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials. In such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the subdivision taken as a whole. Dwellings of 2350 square feet or more must have all natural materials on front and twenty-five percent (25%) on the sides. All dwellings under 2350 square feet must have an exterior consisting of natural materials. In approving to withholding its approval of any Plans, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. In no event, however, will the Developer approve the construction of maintenance of any severely modernistic or severely contemporary structure.

4.3 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the lot upon or as to which such 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 interpreted by the Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure or Developer 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 shall at any and all times have the right to enforce the same.

4.4 Affidavit of Restrictions Violation. Developer, its successors and assigns, hereby reserves the right to file for record in the Recorder’s Office of Lucas County, Ohio an affidavit evidencing notice(s) given by Developer to an owner or owners of any lot within The Drake that restrictions violation may exist upon said lot.

4.5 Power of Attorney. Whenever any of the herein-contained covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

4.6 Architectural Control Committee. An Architectural Control Committee consisting of one (1) or more individuals is hereby established. The initial member of the Architectural Control Committee shall be the Developer. Additional or replacement members of the Architectural Control committee may (but need not be) appointed by the Developer and its successors and assigns, from time to time, until all lots in The Drake subdivision have been sold and construction of living units shall have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the member(s) of the Architectural Control Committee shall be turned over to the Association by written assignment from the Developer, its successors and assigns.

ARTICLE V
THE DRAKE HOMEOWNERS’ ASSOCIATION

5.1 Formation of Association. There is hereby created by Trustee and by the Developer The Drake Homeowners’ Association (the “Association”). The owners of all of the residential lots in The Drake Plat One and Two any subsequent plats of The Drake the Adjacent Property or on the Additional Property (from and after the time Developer, its successors and assigns, or Trustee may elect to record plats subdividing such Adjacent Property and/or Additional Property into residential lots and record restrictions encumbering such Adjacent Property and/or such Additional Property similar to the restrictions set forth herein), along with all persons who hereafter acquire title to such residential lots, shall be members of the Association.

The members of the Association at any time shall be permitted to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots at The Drake.

5.2 Voting Rights. Each member of the Association other than Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any
residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any residential lot(s) in The Drake or in any subsequent plat of the The Drake, the Developer shall be deemed to have fifty-one percent (51%) of the votes in the Association.

5.3 Powers and Rights. The Association shall have the following powers and rights: to promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of this Declaration or any rules and regulations which the Developer or the Association may promulgate pursuant hereto; to provide a vehicle for voluntary neighborhood activities and to promote and to seek to maintain high standards of community and neighborhood fellowship; to represent the residential lot owners before governmental agencies and offices, and to generally promote the common interests of the residential lot owners; to collect and disburse assessments and funds as provided in Article VI hereof; to maintain the Ponds in accordance with Section 2.3 hereof, from and after the time of any assignment of such maintenance, rights and obligations by Developer, its successors and assigns, to the Association; to install, construct, repair, maintain and replace the Common Areas, and all equipment, facilities and improvements within the Common Areas, from and after the time of any assignment of such rights and obligations by Developer, its successors and assigns, to the Association; if the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations; to acquire title from the Developer to any Common Areas; to purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to ownership and use of the Common Areas; to pay taxes and assessments against the Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; to establish reserves to pay the estimated future costs of any of the items set forth in this Section 5.3; subject to the provisions of this Declaration, to adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of the Common Areas and the easement areas created or reserved in this Declaration or on the recorded plat of The Drake or on any subsequent plat(s) of The Drake subdivision; and to carry out all other purposes for which it was organized, exercise all rights which it may be granted or reserved under this Declaration, and perform all duties to which it may be assigned under this Declaration.

ARTICLE VI

ASSESSMENTS OF OWNERS

6.1 Assessments. Each and every lot in The Drake shall be subject to an annual assessment in the amount established by the Developer, its successors and assigns, initially Two Hundred Fifty Dollars ($150.00) Such assessment shall be on a per lot basis, with payment to be made on or before the first day of August for each calendar year commencing August 2005. The annual assessments shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for
residential lots owned by the Developer or the Trustee upon which no construction has commenced shall be one-half (1/2) of the amount of the annual assessment for all other residential lots.

The Developer and its successors and assigns and/or the Association shall have a perpetual lien upon lots in The Drake to secure the payment of the annual assessment. In default of the payment of such assessment with sixty (60) days of its due date, a “Notice of Lien” in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

“Notice of Lien”
Notice is hereby given that the __________________________ claims a lien
For unpaid annual assessments for the years(s) ____________ in the
In the amount of $____________ against the following described
Premises:

(Insert legal description)

__________________________________
By__________________________
President

STATE OF OHIO
) SS:
COUNTY OF LUCAS
) SS:
The foregoing instrument was acknowledged before me this___
Day of ________________, 20___, by ________________________________
the ________________________________,
Of __________________________, a(n) __________________________, On behalf of the ____________________________
Notary Public

6.2 Application of Assessments. The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article V hereof. The amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of reasonable charge therefore, any officer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner’s residential 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.

6.3 Enforcement and Collection. In the event any of said annual assessments are not paid when due, the Developer, its successors and assigns, may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, shall also be entitled to recover and have the enforcement against such residential lot a lien and judgment for its resulting costs and expenses, 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 such owner’s 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 relieve such lot from liability for assessments or otherwise 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 become due prior to such sale or transfer.

ARTICLE VII
EASEMENTS

7.1 Reservation of Easement Rights. Trustee reserves for the benefit of Developer and its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric, natural gas, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities and for drainage, sewers and any other facilities or utilities deemed convenient of necessary by Developer or its successors and assigns for services of the subdivision on, over, below or under all of the areas designated as “Utility Easement,” “Drainage Easement,” or with words of similar import, on the recorded The Drake, on, and along and upon all highways no existing or hereafter established and abutting all the residential lots in the subdivision. Trustee also reserves for the benefit of Developer and its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such utility lines and equipment. No structures, or any part thereof, shall be erected or maintained on or upon any part of the areas designated as “Utility Easement,” “Drainage Easement,” “Sign Easement,” “Sanitary Easement,” “Anti-Vehicular Access Easement,” or with words of similar import, upon the recorded play of The Drake. 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.

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 or assigns. Notwithstanding any other provisions of this Declaration, the rights reserved to the Developer in this Section 7.1 shall survive any conveyance or transfer of the Developer’s rights to the Association or to any other transferee or assignee.
7.2 **The Drake Plat One and Two Easement.** It is acknowledged and agreed by all lot owners that the Developer and its successors and assigns, pursuant to a certain The Drake Plat One Easement Agreement, dated April ____, 2005 and recorded at File No. ______ of the Lucas County, Ohio Mortgage Records ("The Drake" One and Two Easement Agreement’), has the right to install, maintain, repair and replace (a) the Ponds, (b) the Ponds aeration system equipment and facilities, (c) a decorative fence or fences.

7.3 **Ponds Easement.** To the extent that the Ponds or any portions thereof are located on the residential lots, such residential lots shall be deemed to be subject to limited easements for purposes of use and enjoyment of the Lakes by adjacent and contiguous residential lot owners as described in Section 2.1 hereof.

7.4 **Other Easements.** No owner of any residential lot in The Drake shall have the right to reserve or grant any easements or rights of way upon or over any residential lots without the prior written consent of Developer, its successors and assigns.

**ARTICLE VIII**

**DURATION OF RESTRICTIONS, AMENDMENTS**

8.1 **Term.** This Declaration and the within-described covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through Developer of the Association until the first day of ____________, at which time these covenants and restrictions shall be automatically extended for successive periods of ___ years each.

8.2 **Amendments.** This Declaration may be amended or revoked with the written approval of the then owners of not less than sixty percent (60%) of the residential lots in The Drake subdivision, 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 approving residential lot owners with the formalities required by law.

**ARTICLE IX**

**ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS**

9.1 **Assignment by Developer.** Subject to the express provisions hereof, all rights, duties, privileges, powers and benefits granted by this Declaration to, and/or reserved by or for the benefit of, the Developer shall be freely assignable by the Developer, in whole or in part, to the Association or to any other person or entity, and shall inure to the benefit of the successors and assigns of the Developer. In the event of any such assignment by the Developer, its successors and assigns, to the Association, the Association shall be required to accept delivery of a written instrument for such purpose, and the Association shall have no right to refuse any such assignment.

9.2 **Construction.** The Developer, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and
such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

9.3 **Violation Unlawful.** Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Architectural Control committee or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to such person(s) from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

In addition to the foregoing rights, the Developer and its successors and assigns, the Association and the Architectural control Committee shall have the right, to the extent permitted by law, to record in the Office of the Recorder of Lucas County, Ohio, a notice giving notification to third parties of the non-compliance constitute a lien on the lot until such time as such non-compliance has been cured.

9.4 **Saving Clause.** Any Invalidation of any of the restrictions herein contained by judgment, court order or amendment hereof by act of the owners of residential lots shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

9.5 **Transfers Subject to Restrictions.** All transfers and conveyances of each and every residential lot in The Drake shall be automatically deemed to be made subject to these restrictions.

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

9.7 **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 breeches may occur.

9.8 **Waiver of Restrictions by Developer.** Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed agree to and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, its successors and assigns, the shape, dimensions, number of structures, location of natural features such as trees, topography or other features of the residential lot upon which a residence dwelling or structure is proposed to be made, is such that a strict construction of the requirements of the recorded plat or any provision of this Declaration would work a hardship, the Developer may, in writing, grant waivers from the requirements of the recorded plat or this Declaration as to such residential lot so as to permit the erection of such residence dwelling or structure.
9.9 **Paragraph Headings.** The paragraph headings contained in this Declaration have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

9.10 **Writing.** Any consent, approval, designation, modification or other action herewith by Developer, its successors and assigns, shall be in writing.

9.11 **Future Plat(s).** As used throughout this Declaration, the term "The Drake," "subdivision," "lot," "residential lot" and words of similar import, shall refer, as applicable, to the subject property as well as the Additional Property and/or the adjacent Property.

9.12 **Owner.** As used in this Declaration, the term "owner" shall be deemed to mean the record owner.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands this Declaration of Restrictions as of the 7th day of April 2005.

Signed and acknowledged
In the presence of:

Sign Here: [Signature]
Print Here: [Name]

Sign Here: ______________________
Print Here: ______________________

STATE OF OHIO       )
COUNTY OF LUCAS    ) SS:

The foregoing instrument was acknowledged before me this 7th day of April, 2005, by [Signature] the President, and by [Signature] the Vice President, of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of the Corporation.

[Signature]
Notary Public, State of Ohio
Commission Expires 3/6/07

Signed and acknowledged
In the presence of:

Sign Here: ______________________

By: ______________________

THE DRAKE DEVELOPMENT COMPANY

[Signature]

Robert B. Thomas
The foregoing instrument was acknowledged before me this 7th day of April, 2005, by Robert B. Thomas, the President of The Drake Development Company, an Ohio Corporation, on behalf of the corporation.

Notary Public

This instrument prepared by:
ROBERT B. THOMAS
THE DRAKE DEVELOPMENT COMPANY

RETURN TO:
PORT LAWRENCE TITLE - BOX ATTN: STACY CLARK