THE VILLAS AT HIDDEN HARBOUR

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DECLARATION OF RESTRICTIONS

FOR

THE VILLAS AT

HIDDEN HARBOUR SUBDIVISION

SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS adopted by JAMES JOHNSON AND
JOANNE JOHNSON, hereinafter collectively called "Developer", and THE VILLAS AT
HIDDEN HARBOUR HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit
 corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in The Replat of Lots
29 through 44 and The Common Area adjacent thereto in Hidden Harbour Plat 1, a
Subdivision in the Township of Springfield, Lucas County, Ohio as shown on the
recorded plat of same ("Replat") recorded at Volume 797, Page 10, of the Lucas
County, Ohio Record of Plats (hereinafter sometimes called "Replat"); and

WHEREAS, Association is an Ohio non-profit corporation formed by Developer,
whose members shall be all of the owners of all of the non-common area lots in said
Subdivision and the owner of the below referenced "Lot 4" (hereafter collectively
referred to as "lots", residential lots, or together as the "subdivision"); and

WHEREAS, Association is the record owner of all that portion of the subdivision
designated as Common Area Lots "A", "B", "C", "D", "E", "F", "G" and "H" (sometimes
also "Common Areas") on the plat including any portions thereof shown to be used for
roadway and utility purposes, as well as recreational, drainage and open space
purposes; and

WHEREAS, the Replat is a residential subdivision developed as a community
development plan or planned unit 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 and Association 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 community development plan do for
themselves, their respective successors and assigns, hereby declare, covenant and
stipulate that all property as shown on the Replat, and Lot 4 in the Ritz Addition,
Springfield Township, Lucas County, Ohio ("Lot 4"), shall hereafter be conveyed by
them, their respective 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.

RESTRICTIONS

All transfers and conveyances of all of the lots and the Common Areas shall be
made subject to these covenants and restrictions.
Except as may be otherwise provided for herein, these covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2015, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions may be amended prior to January 1, 2015, or may be amended or terminated after January 1, 2015, by the Developer unilaterally while Developer still owns at least one (1) lot in the subdivision or by the then owners of at least two-thirds (2/3) of the lots in the subdivision, provided, however, that any easements granted or reserved herein shall not be amended or terminated without the written consent of the then record owner(s) of the property benefited by such easement or easements.

Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the Developer or their owners of at least two-thirds (2/3) of said lots, as the case may be, with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio, which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio, unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date hereof.

Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, the Association, the architectural control committee (as hereafter defined), or the owner of any lot in the subdivision shall each have the right, independent of one another, to maintain an action at law or in equity against any person or persons, or entity, violating or attempting to violate any of these restrictions or covenants, to enjoin such violation, to cause the removal of any structure in violation, to recover damages for any such violation or attempted violation, and/or to obtain whatever other relief they may be entitled in enforcing this Declaration.

The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefore then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

In validation of any of the restrictions and covenants, In whole or in part, herein, by judgment or court order or by act of the owners as herein provided, shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

RESIDENTIAL LOTS

The entire Replat comprising the community development plan and the structures to be erected thereon shall be used only for single-family dwellings in groups of four (4) dwellings per structure (as shown on the plat), together with the usual accessory uses pertaining thereto such as private or storage garages. Lot 4 shall also be used, except as otherwise indicated herein, for one (1) single-family dwelling. Group homes are specifically deemed not to be “single or two-family” purposes.

The sixteen (16) residential lots located as shown on the plat and Lot 4 shall be residential lots and the remainder of the real estate included in the subdivision...
designated as Common Areas shall, except as otherwise provided for herein, be used exclusively for roadway, recreational, drainage and/or utility and open space purposes as shown on the plat.

Each single-family residential lot as shown on the Replat shall contain at least three thousand eight hundred (3,800) square feet. Each four (4) family residential site, as defined below, shall contain at least fourteen thousand four hundred (14,400) square feet.

Although all sixteen (16) lots in the Replat can be characterized as single-family sites, the Developer intends to develop the lots in pairs of four (4) sets of four adjoining lots. Therefore, Lots 29 through 32, 33 through 36, 37 through 40 and 41 through 44 shall each be designated as four-family residential sites. On each such two (2) pairs of adjoining lots comprising a four-family residential site there shall therefore be constructed four (4) residential structures, each being a single-family dwelling. If any attached single family unit is not constructed or added to an existing paired single family unit within seven (7) months after the commencement of construction of the first paired single family unit, then the builder of the first paired single family unit shall be required to add siding to the first paired single family unit consisting of exterior plywood siding (T-111) with matching trim. Lot 4 is intended to be developed with one single family ranch style home with a portion of the southern part thereof dedicated as easement for a potential common recreational area (see Page 5 hereof).

ARCHITECTURAL CONTROL

No structure or other improvement, including but not limited to, homes, garages, basements, swimming pools, tennis courts, driveways, landscape hedges, or other enclosures, shall be erected, improved, changed or altered on any lot or area in the subdivision until detailed plans and specifications therefor have been first approved in writing by the architectural control committee (hereinafter sometimes called "committee").

Such detailed plans and specifications shall show the size, location, type, architectural design, material construction, color scheme and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.

Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

If approved by the committee and the Association, patios, open porches, bay windows, decks, walkways, privacy walls or screens and shrubbery which service a particular dwelling may extend into any portion of the Common Areas located immediately adjacent to said dwelling.

The maximum height of all residential dwellings (not including chimney chase which may extend beyond) erected within the subdivision shall be thirty-five (35) feet. The minimum square footage of all residential dwellings erected within the subdivision (exclusive of garages, basements and patios) shall be one thousand seven hundred (1,700) square feet.

The purpose of requiring detailed plans and specifications as herein set forth is to develop the subdivision as an architecturally harmonious, artistic and desirable residential subdivision having an open-space atmosphere with residences located in a planned manner following a precise landscape plan.
Every lot in the subdivision shall be used only for single-family residential purposes. No structure, landscaping or improvement of any kind shall commence upon any lot until detailed plans and specifications for same are submitted to and approved in writing by the Developer or architectural control committee (as defined below). All such structures, landscaping or improvements shall be constructed and maintained in accordance with such approved plans and specifications.

In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the committee in good faith shall be binding on all parties in interest. Except for a privacy fence 6' - 8' tall erected along portions of Common Area Lots A, H and G and s portion of Lot 4, which fence shall be maintained by Association; under no circumstances will any fences be permitted within any of the Common Areas or Lot 4, except approved privacy fences between patios or any fence on Lot 4 approved by the Committee in connection with any development of the proposed recreation area.

The committee shall initially be James Johnson. All decisions of the committee shall be made by a simple majority vote of the members. Members of the committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the subdivision and residential structures have been erected on each of such residential lots. Thereafter, members of the committee shall be appointed by the Association. Developer reserves the right, prior to conveyance of all lots in the subdivision to others and erection of structures thereon, to relinquish his power to appoint the members of the committee by written instrument delivered to the Association whereupon the right to appoint members of the committee shall thereafter be exercised by the Association.

It is specifically understood and stipulated that all window treatments will be white or off-white or to the outside, all exterior storm doors and other exterior elements (including front and all garage doors) shall be specified by and subject to the approval of the committee. In that connection the only exterior storm/screen door that is now permitted is the "Larson brand Forever View" full lite in white only (available at any Home Depot).

No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term "structures" for this purpose shall include houses, garages, other buildings, swimming pools and similar structures, but shall not include driveways, sidewalks, patios, and other similar improvements. All driveways shall either be asphalt or concrete.

Until such time as Developer has conveyed to others all residential lots and dwellings owned by it in the subdivision, when notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices, trailers and/or model homes on one (1) or more of the lots in the subdivision and maintain a large temporary sign on the roads abutting the subdivision advertising the sale of property in the subdivision.

THE VILLAS AT HIDDEN HARBOUR HOMEOWNERS' ASSOCIATION, INC.

All owners of lots in the subdivision and all persons who hereafter acquire title to a residential lot in the subdivision shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association (hereinafter "Association"). Each lot shall be entitled to one (1) vote in all Association matters regardless of the number of owners of any particular lot.

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Each member of the Association, in common with all other members as owners of residential lots in the subdivision, shall have the right to enjoy the Common Areas in the subdivision for all purposes incident to the use and occupancy of his residential lot as a place of residence and other incidental uses. It is expressly provided that a recreation area ("recreation area") may be constructed on a portion of Lot 4 (as described on Exhibit "A" attached hereto), and as specified below, by the Association for use by all lot owners and the owner or owners of said Lot 4, or any portion thereof, provided such improvement is first authorized by at least fifty-one percent (51%) of the members of the Association present at a meeting duly called for such purpose. Developer hereby agrees to execute and record a perpetual non-exclusive easement in favor of the Association over that portion of Lot 4 so described on Exhibit "A" attached hereto to be used exclusively as a potential recreation area for all members of the Association as indicated just above. Until such time as such a feasible plan is achieved, the recreation area shall remain a green area. Once such a vote is achieved, the Developer will put in escrow up to the sum of Eight Thousand Five Hundred Dollars ($8,500.00) to be used for the costs of constructing any improvements necessary to the Association within the recreation area. The costs to maintain, repair, insure and pay a pro-rata share of the real estate taxes on the land value of the recreation area on Lot 4, deemed herein to be twenty percent (20%) of such land tax, shall be borne by the Association entirely as any other Common Area expense.

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 and their respective families, guests, invitees, and servants except to the extent that the Association has approved the use of any portion thereof immediately adjacent to dwellings erected on a residential lot of patios, bay windows, decks, walkways, privacy walls or screens and shrubbery as herein previously provided.

The Association shall collect and disburse funds for all purposes which the Board of Trustees of the Association determines from time to time to be for the general benefit of the owners of all residential lots in the subdivision.

**ASSESSMENTS**

For the calendar year 2000 and thereafter, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year (see paragraph 4 below for the initial assessment) in amounts as determined by the Association prior to the end of the preceding calendar year. It is expressly provided that Developer will not pay or be assessed any such annual assessment while they own any lot within the subdivision.

Such annual assessment shall be payable in equal monthly, quarterly, semi-annually or annual installments as determined by the Association during the calendar year for which the assessment is levied; payable by each residential lot owner to the Association.

In addition to the assessment set forth above, each and every residential lot owner (other than the Developer) shall be charged a non-refundable Two Hundred Twenty-Five Dollars ($225.00) initiation fee payable to the Association upon acquiring title to each residential lot. The Two Hundred Twenty-Five Dollars ($225.00) initiation fee shall be charged to all original residential lot owners as well as all subsequent residential lot owners upon the resale of all residential lots in the subdivision.

In addition to the non-refundable initiation fee set forth above, each and every residential lot owner upon completion of his residence shall be charged an initial monthly maintenance fee of Nine Hundred Dollars ($90.00). The initial monthly maintenance fee may hereafter be changed and adjusted in accordance with such rules and regulations as are hereafter adopted and amended by the Association.
It is understood and stipulated herein that no withholding anything to the contrary contained herein or in any previous record document affecting the subdivision, that all lot owners of lots that front Hidden Harbour Drive East will contribute One Hundred Fifty Dollars ($150.00) per year, payable on December 1 of each year, prorated from the date of closing on any lot located on such lot, adjusted by the cost of living index from 1998 as a use tax for Hidden Harbour Drive East, while all other lot owners will contribute Fifty Dollars ($50.00) per year, once again payable on December 1, and once again so prorated for such use, both commencing upon the occupancy of any unit constructed on any lot. It is further provided and stipulated that all lot owners within the subdivision of lots that front Hidden Harbour Drive East will pay along with the members of the Hidden Harbour Condominium Association 1/56 of the costs to replace, maintain and repair street lights and mailboxes along Hidden Harbour Drive East and the roadways themselves known as Hidden Harbour Drive East and Hidden Harbour Boulevard.

Commencing in 2000, each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any quarterly installment of an annual assessment is in arrears for more than thirty (30) days from the date it is due and payable.

Such notice of Lien shall identify the residential lot, the year, and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

The Association's lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which become due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

It is contemplated that among the Association's responsibilities will be the contracting for necessary insurance upon, and maintenance and repair of the Common Areas and the recreation area, including but not limited to, the watering of all landscaping placed thereon, as well as for snow removal on all driveways of each lot. In addition, the Association shall be responsible for the payment of all watering charges associated with the maintenance and sprinkling of all landscaping located on the lots and Common Areas pursuant to an agreement with the Association. In the maintenance and repair of any private streets and/or utilities servicing the subdivision. If so entrusted, with such responsibilities, or any other maintenance responsibilities for property in the subdivision, other than Common Areas (such as the resurfacing or sealing of all private driveways on all lots), the owners of residential lots in the subdivision understand and agree that their share of such costs will also be established and collected under the assessment procedures established herein and hereby the charge for same shall constitute a lien against their respective lots as just stipulated above.

**USE AND ACTIVITIES**

No portion of any residential lot or structure thereon shall be used or permitted to be used for any business, purposes whatsoever and no noxious, offensive or unusually disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in the subdivision provided; however, nothing just contained herein shall prevent a unit owner from having a home office within his or her respective unit as long as no cars or vehicles other than the unit owner's and one (1) additional vehicle or car are used in.
connection therewith. No residence may be leased by any lot owner for less than a term of one (1) year and any such lease shall be made subject to the terms and conditions hereof and any rules and regulations adopted from time to time by the Association.

No well for gas, water, oil or other substance shall at any time be erected, placed or maintained on any of such residential lots.

No residential lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclaim products or material except that during the period which the structure is being erected, upon any such lot; building materials to be used on the construction of such structure may be stored thereon; provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within two (2) years of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

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 for permanently in the subdivision. No dwellings 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 architectural control committee.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building. A motor home may be parked on a temporary basis (not exceeding 48 hours) on any lot.

No more than two (2) household pets (such as dogs, cats, etc.) suitably maintained and housed at all times within the residential dwelling (no dog runs for example shall ever be permitted) may be kept by the owners or owner of a dwelling and will at all times be subject to the rules and regulations adopted by the Association; provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose, and no such pet shall be kept outside a unit at any time unattended by a person, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance (by reason of its size or continued barking, or otherwise) shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Association.

All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

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

All lots shall, at all times, have installed and in place underground sprinkler systems which will be tied into a separate meter or meters located on the Common Areas and operated and maintained exclusively by the Association. The Association shall therefore determine how often and when the lots are watered or sprinkled. The Developer therefore hereby reserves a non-exclusive easement over and under all lots and the Common Areas wherever such sprinkler systems are located for purposes of maintaining and servicing same.
DEVELOPER RESERVATION OF RIGHTS AND

GRANT OF COMMON WALL EASEMENTS.

The developer shall have the exclusive right to consent and grant easements and rights-of-way, for the construction, operation and maintenance of electric light, telephone, telegraph and other public or quasi-public utilities, lines, poles, wires and conduits, including underground facilities, on, over, below or under the lots in the subdivision and the streets and private alleys now existing or hereafter established and abutting the subdivision.

The developer also reserves the right to go upon or permit any public or quasi-public body or person upon the lots in the subdivision from time to time to install, maintain and remove such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

The developer reserves the right to relinquish his powers with respect to the widths and depths of alleys and streets and other rights-of-way reserved herein by written instrument delivered to the City or County, and with respect to said easements and rights-of-way entered into hereunder shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

The developer reserves the right to construe and interpret these restrictions and shall have the power to do so and to make exceptions therefrom, and his construction or interpretation made in accordance with and in accordance with and in accordance with said restrictions shall be conclusive and binding as to all persons and property benefited or bound by these restrictions.

The developer reserves the right to construe and interpret these restrictions, by written instrument delivered to the Association, wherein all rights with respect the same shall thereafter be exercised by the Association.

Unless the owners of adjoining residential lots should otherwise agree, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built or maintained at any time pursuant to plans and specifications approved by the committee. In the event that any portion of any structure, including any foundation, footer, overhang, bay window, fire wall, party wall, decorative wall or fence, which has been constructed on or along a residential lot, thereon in accordance with the plan and specifications approved by the committee, shall project two feet or more, or be two feet or more in height, the adjoining residential lot; but the rights and restrictions of the adjoining residential lot owner with respect thereto shall be governed by this paragraph and the residential lot owner shall maintain any action or the removal of such protrusion. In such event, there shall be deemed to be a perpetual easement in favor of the adjoining party lot, so long as such use shall be maintained, for (a) continuing maintenance and use of such protrusion, including the right to extend, enlarge, remodel and reconstruct the same; and (b) lateral support of such protrusion by the subsoil and minerals in and under the servient parcel; provided, however, that the foregoing easement shall not be construed to prevent the owner of any residential lot from making excavations on said owner's lot for construction, reconstruction, enlargement, maintenance or repair of such owner's dwelling so long as such owner shall protect the rights granted the adjoining residential lot owner hereunder in making such excavations. The foregoing shall also apply to any replacements of the original party wall, bay window, privacy fence, and the foregoing rights, once established, shall not be subject to amendment or change by way of amendment of this instrument. This paragraph shall apply only to party walls and party fences which have been approved under the plans and specifications approved by the committee.
and shall not be deemed to validate or to waive the right of any residential lot owner to require the removal of any encroachment which has not been so approved by the committee.

Developer also hereby reserves and grants, bargains and conveys for the benefit of certain adjacent property of Developer and known as Lot No. 4 in the Ritz Addition, a subdivision in the Township of Springfield, Lucas County, Ohio ("Lot 4"), perpetual non-exclusive easements over, upon and across all roadways in the subdivision for pedestrian and vehicular access to and from Lot No. 4, as well as perpetual non-exclusive easements to tie into and use all utilities located and serving the subdivision provided all required governmental approvals for same are first obtained. Developer also hereby reserves and declares perpetual non-exclusive easements over, under and across the west fifteen (15) feet of Lot 4 and over, under and across the southerly seventy-five (75) feet of Lot 4 for the benefit of all owners within the subdivision for the sole and exclusive purpose of constructing and maintaining thereon a storm sewer line and storm water detention area which will service the subdivision.

GENERAL

Any lot owner may request and upon payment of the reasonable expense therefore shall receive from the Secretary of the Association a Certificate with the seal of the Association affixed thereto setting forth whether all assessments have been paid for such owners lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the residential lots in the subdivision with each owner having an equal undivided interest in the Common Areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the Common Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the subdivision.

IN WITNESS WHEREOF, Developer has executed this Declaration of Restrictions this 25th day of January, 2010.

WITNESSES:

[Signatures of Developers]

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing Instrument was acknowledged before me this 25th day of January, 2000 by James Johnson and JoAnne Johnson, husband and wife.

[Signature of Notary Public]

Notary Public, State of Ohio

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Giesler, Kaplan & Parker
630 Madison Avenue, Suite 930
Toledo, Ohio 43604

[Signature of Attorney]

[Signature of Attorney]
EXHIBIT "A"

RECREATION EASEMENT
VILLAS AT HIDDEN HARBOUR

Easement being part of Lot 4 RITZ ADDITION as recorded in Volume 58, Page 85, Book of Plats in Springfield Township, Lucas County, Ohio being described as:

The north 47.5 feet of said Lot 4 and the east 45 feet of the north 80 feet of said Lot 4.

RECEIVED & RECORDED
JAN 31 2001

SHERIFF
RECORDER LUCAS COUNTY OHIO

Laurie Ann Char, Acknowledged

Troy Goodman

11/09/2001