Twelve Lakes Plat Seven

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DECLARATION OF RESTRICTIONS AS TO TWELVE LAKES PLAT SEVEN A SUBDIVISION IN SYLVANIA TOWNSHIP 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" and "Twelve Lakes Plat Seven"):

Lot No's. 111-124, inclusive in Twelve Lakes Plat Seven, a Subdivision in Sylvania Township, Lucas County, Ohio, as per plat thereof recorded in Volume ____, Pages ____ of the Lucas County, Ohio Plat Records. 2003 1229-0103 48

WHEREAS, Trustee, for the benefit of Mill-Met Development Company and its successors and assigns ("Developer"), has previously undertaken the development of Twelve Lakes Plat One, Two, Three, Four, Five and Six, a subdivision in Sylvania Township, Lucas County, Ohio, as per plat thereof recorded; and Trustee, for the benefit of Developer has executed and recorded a certain Declaration of Restrictions as to Twelve Lakes Plat One, Two, Three, Four, Five, and Six.

WHEREAS, Twelve Lakes Plats One, Two, Three Four, Five, Six, and Seven shall be hereinafter sometimes referred to collectively as "Twelve Lakes," and the term "Twelve Lakes" shall also hereinafter sometimes be used to refer generally to Developer's Twelve Lakes project.

WHEREAS, Trustee, for the benefit of Developer and its successors and assigns, desires to establish a general plan for the development, improvement and use of the subject property as an extension of Twelve Lakes Plat One, Two, Three, Four, Five, Six, and Seven as a first-class, high quality subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the subject property which are in all respects similar to the restrictions on Twelve Lakes Plat One, Two, Three, Four, Five, and Six and which will make the lots in the subject Property more attractive for residential purposes and will protect present and future owners of the lots in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer and/or Trustee and other enumerated owners are the owner(s) of other lands ("Adjacent Property") immediately adjacent and contiguous to Twelve Lakes; Trustee and/or Developer intend(s) to provide for the development thereon of

a subsequent plat or plats as an extension of Twelve Lakes Plat One, Two, Three, Four, Five, and Six in accordance with the general plan for the development of Twelve Lakes; 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 plat(s) which are in all respects similar to the restrictions on Twelve Lakes Plat One, Two, Three, Four, Five, and Six 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 and in conjunction with the development of Twelve Lakes and in accordance with the restrictions on the manner of use, improvement and enjoyment thereof as provided herein and in the Twelve Lakes Plat One, Two, Three, Four, Five, Six, and Seven Declaration; 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 Twelve Lakes Plat One, Two, Three, Four, Five, Six, and Seven and any subsequent plat(s).

WHEREAS, Trustee and/or Developer may exercise the above-mentioned reserved rights by filing consecutively numbered plat(s) of Twelve Lakes 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 Developer 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 restrictions, 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 plat of Twelve Lakes Plat Seven, as the same may be hereafter combined and/or subdivided shall be referred to herein as "residential lots" or "lots." No housing structure on any residential lot shall contain less than 2,500 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 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 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 residence 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 became due prior to such sale or 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 Twelve Lakes. Any deviation of 12 inches or

more is strictly prohibited unless approved by the Developer in accordance with Article II hereof. In addition, Developer shall have the sole and exclusive right to require the installation of full depth walls or additional length walls on any lots containing fill material, in order to reach and obtain proper soil bearing capacities.

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 to 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 the Developer as provided under Article IV hereof.

1.6 Maximum Height. No structure constructed or erected within the subdivision shall be greater than two and one-half (2-1/2) stories nor more than 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, shall be asphalt or concrete, and shall be approved by Developer in writing at the time of approval of the Plans for a residential dwelling; provided, however, that the portion of all driveways located between the sidewalk (if any) and the street shall be concrete.

1.8 Swimming Pools. No above-ground swimming pool shall be installed on any lot. No hot tub, spa or in-ground swimming pool shall be installed in Twelve Lakes, 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. Under no circumstances shall straw of any kind be used or placed upon any lot. No portion of any lot in Twelve

Lakes, 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 a lot.

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 thereto. Wire fencing may be attached to split rail fencing on the property owners' side of the fence with Article IV approval. Fences shall not be erected nearer to any street than the rear building line or lines unless approved pursuant to Article IV. No outside animal containment areas shall be allowed in Twelve Lakes, Plat Seven unless specific request is granted in writing by the Developer.

1.12 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace them when necessary with a mailbox and/or paper delivery box of similar type, appearance and quality.

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 other than a well for water for irrigation of lawn and landscaping purposes which shall first have been approved by the Developer as provided under Article II hereof, and under no circumstances shall any water be pumped, removed or diverted from any of the Lakes (as hereinafter defined). No lot shall be used for the 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 and placed on the rear part of the house not visible from the street.

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 II 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 LAKES

2.1 Use of Lakes. The Developer is constructing or has constructed a series of twelve (12) lakes (the "Lakes") on certain portions of Twelve Lakes Plat One, Two, Three, Four, Five, Six, and Seven and the Adjacent Property, and within some of the Lakes are islands of land. As part of the water source for the system of Lakes, Developer is installing or has installed a deep well on the Adjacent Property and a series of water lines and Lake leveling lines on the Adjacent Property and within the Common Areas or easement areas on the subject property. As mentioned in the recitals to this Declaration, the Adjacent Property (including the Lakes thereon) may in the future be subjected to a subsequent plat or plats as an extension of Twelve Lakes.

Each Lake is intended for the common use and enjoyment of the owners of adjacent and contiguous residential lots in Twelve Lakes, subject at all times to the restrictions set forth herein. Each owner of a residential lot adjacent and contiguous to a Lake shall have the right to use and enjoy such Lake for purposes 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 kind shall be permitted on the Boats, (b) fishing, subject to such rules and regulations as may be adopted by the Developer or the Association, and (c) visiting and walking on the island of land, if any, within such Lake.

Owners of residential lots that are not adjacent and contiguous to a Lake shall not have any right to use or enjoy any of the Lakes.

2.2 Restrictions on Use of Lakes. No Boats shall be moored or stored in the Lake water when not in active use, and all Boats shall be kept and stored completely on shore when not in use. All decks in the vicinity of the Lakes 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 the Developer in connection with the approved Plans for the deck. No swimming or swimming activities of any kind shall be permitted in the Lakes. No ice skating or ice fishing shall be permitted at any time on the Lakes. 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 Lakes, and no chemicals, sand, fish, or materials of any sort shall be placed or deposited into or on any of the Lakes or the shores of any of the Lakes. No pumping or removal of any water from the Lakes shall be allowed. No rafts, floats, docks or other similar devices shall be installed in any of the Lakes or attached to the shore of any of the Lakes. 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 Lakes, in the

Maintenance/Drainage Easement Areas (as hereinafter defined) or in any of the Lake 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 Lakes whether before, during or after the construction of any structure or residence dwelling on such residential lot.

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

Reasonable rules and regulations governing the use of the Lakes 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 Lakes. The Developer and its successors and assigns shall be responsible for any and all necessary maintenance and upkeep of the Lakes, 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 Twelve Lakes Plat One 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 Lakes; application of chemical and other artificial colorations to the water in the Lakes; repair and maintenance of the slopes and banks along the edge of the Lakes; installation, repair, maintenance and replacement of Lake 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 Lakes.

ARTICLE III
COMMON AREAS

3.1 Description of Common Areas. Twelve Lakes includes certain areas designated for the common use and enjoyment of residential lot owners (the "Common Areas"), including the Lakes and the islands of land (if any) located within the Lakes, those other areas designated as Common Areas in Twelve Lakes Plat One, and those areas designated as Common Areas on any other recorded plat(s) of Twelve Lakes.

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 at Twelve Lakes for

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 Cul-De-Sac Islands. The islands at the end of the cul-de-sacs in Twelve Lakes, although located within the public right-of-way, are intended to be treated as if such islands are part of the Common Areas. Said islands shall include landscaping and grass. The landscaping and grass shall be maintained, repaired and replaced, from time to time, by the Developer, its successors and assigns.

3.4 Buffer Lot. Buffer lot A, as shown on the plat of Twelve Lakes Plat Three, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot A until such time as the abutting right-of-way dedication is extended or widened beyond said buffer lot.

3.5 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 of 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 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.

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 of 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 improvement 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 improvement, 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 herein set forth, Developer intends to assure the development of Twelve Lakes 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 judgment of the Developer, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or 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 or 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 exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of 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 Twelve Lakes, that restrictions violation(s) 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 has been established pursuant to Twelve Lakes Plat One. The initial member of the Architectural Control Committee is 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 Twelve Lakes have been sold and the 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
TWELVE LAKES HOMEOWNERS' ASSOCIATION

5.1 The Association. The owners of all of the residential lots in Twelve Lakes Plat Seven, together with the owners of all of the residential lots in Twelve Lakes Plat One, Two, Three Four, Five, and Six and any subsequent plats of Twelve Lakes on 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 and in the Twelve Lakes Plat One, Two, Three, Four, Five, Six, and Seven Declarations), along with all persons who hereafter acquire title to such residential lots, are and shall be members of the Twelve Lakes Homeowners' Association (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 Twelve Lakes.

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 Twelve Lakes Plat One, Two, Three, Four, Five, Six, and Seven in any subsequent plat of the Twelve Lakes subdivision, the Developer shall be deemed to have fifty-one percent (51%) of the votes in the Association.

5.3 Powers, Rights and Functions. The Association shall have the following powers, rights and functions: 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 Lakes 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, and to insure, manage, maintain, improve and repair the 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 the 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 in the Twelve Lakes Plat One through Seven Declarations or on the recorded plats of Twelve Lakes Plats One through Seven or in subsequent restrictions or on subsequent

plat(s) of Twelve Lakes; 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 Twelve Lakes shall be subject to an annual assessment in the amount established by the Developer, its successors and assigns, initially Three Hundred Sixty-Five Dollars ($365.00). 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. 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 Twelve Lakes to secure the payment of the annual assessment. In default of the payment of such assessment within 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 year(s) _____ in the amount of $_____ against the following described premises:

(Insert legal description)

_____

By: _____
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

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 IV and Article V hereof. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefor, 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 and enforce 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 became 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 or necessary by Developer or its successors and assigns for the services of the subdivision on, over, below or under all of the areas, if any, designated as "Utility Easement," "Drainage Easement," "Sign Easement," "Sanitary Easement," "Sanitary Sewer Easement," "Lake Maintenance and Drainage Easement," "Lake Maintenance Access Easement," "Anti-Vehicular Access Easement," or with words of similar import, on the recorded Twelve Lakes Plat Six, and along and upon all highways now 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 over or upon any part of the areas, if any, designated as "Utility Easement," "Drainage Easement," "Sign Easement," "Sanitary Easement," "Sanitary Sewer Easement," "Lake Maintenance and Drainage Easement," "Lake Maintenance Access Easement," "Anti-Vehicular Access Easement," or with words of similar import, upon the recorded plat of Twelve Lakes Plat Seven. 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 Twelve Lakes Plat One Easement. It is acknowledged and agreed by all lot owners that Developer and its successors and assigns, pursuant to a certain Twelve Lakes Plat One Easement Agreement, dated November 14, 1995 and recorded at File No. 95-553C02 of the Lucas County, Ohio Mortgage Records (the "Twelve Lakes Plat One

Easement Agreement"), has the right to install, maintain, repair and replace (a) the Lakes, (b) the Lake aeration system equipment and facilities, (c) a decorative fence or fences along the strip of land comprising the northerly forty (40) feet of lots nos. 1-7, inclusive, and lot no. 28 in Twelve Lakes Plat One, for purposes of a fence or fences, mounding and landscaping, and (d) a decorative fence, wall and/or signage along the north and west sides of lot no. 17, the east side of lot no. 23 and the north and east sides of lot no. 24 in Twelve Lakes Plat One.

7.3 Lakes Easement. To the extent that the Lakes or any portion 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 Twelve Lakes 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 or the Association until the first day of January, 2017, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) 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 Twelve Lakes 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 benefitted or bound hereby.

9.3 Violations 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 of a lot owner with the provisions hereof, which notice shall constitute a lien on the lot until such time as such non-compliance has been cured.

9.4 Saving Clause. 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 Twelve Lakes shall be automatically deemed to be made subject to these restrictions.

9.6 Notices. Any notices required to be sent to any owner of a residential lot or any part thereof or 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 or to 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 breaches 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 to agree

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 or enforcement of the requirements of the recorded plat or of 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 terms "Twelve Lakes," "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.

9.13 Arbitration. Any demand, claim or action for money damages arising out of this Declaration, or the breach thereof, shall be submitted to final and binding arbitration at Toledo, Ohio, in accordance with the rules and regulations promulgated by the American Arbitration Association. The fees and expenses of the arbitration shall be divided equally between/among the parties to the arbitration; provided, however, that each party shall bear the expense of its own counsel, experts, witnesses and presentation of proof. The award or decision of the arbitrator/arbitrators shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. To the extent permitted by law, the arbitrator/arbitrators shall also award to the prevailing party reasonable attorney fees and costs.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this Declaration of Restrictions as of the 2nd day of December, 2003.

Signed and acknowledged
in the presence of:

Sign here ⇒ _____
Print here ⇒ _____

Sign here ⇒ _____
Print here ⇒ _____

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE

By: Margretta R. Laskey
Its: President

By: Fred C. Meyer
Its: Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 20 03 by Margretta R. Laskey, the President, and by Fred C. Meyer, the Vice President, of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of the corporation.

Paula L. Hyder

PAULA L. HYDER
Notary Public, State of Ohio
My Commission Expires 8-21-08

Signed and acknowledged
in the presence of:

Sign here ⇒ Brandon Wamsher, V.P.
Print here ⇒ Brandon Wamsher, Vice President

Sign here ⇒ Summer S. Lehman
Print here ⇒ Summer S. Lehman

MILL-MET DEVELOPMENT COMPANY

By: _____
Douglas C. Wamsher, President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 2003, by Douglas C. Wamsher, the President, of Mill-Met Development Company, an Ohio corporation, on behalf of the corporation.

Paula R. Hyder
Notary Public

PAULA L. HYDER
Notary Public, State of Ohio
My Commission Expires 8-21-08

Paul Lawrence Blvd