

Maple Creek Plat 2

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DECLARATION OF RESTRICTIONS
AS TO
Maple Creek Plat 2
LUCAS COUNTY, OHIO

/Midland Agency of Northwest Ohio, Inc., Trustee and

WHEREAS, Port Lawrence Title and Trust, Trustee, (hereinafter referred to as "Trustee") is the owner in fee simple of the following described real estate, (hereinafter referred to as "subject property") to wit: *See Exhibit A attached for "subject property"

AND WHEREAS, Trustee, for the benefit of Mill-West Ltd. I (hereinafter referred to as "Developer") and for the benefit of all future owners of all or any part of the subject property, desires to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of the subject property, in order to insure 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.

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 said property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Trustee, for its successors and assigns, 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, to-wit: All of the lots in the Plat of Maple Creek Plat 2, a subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Instrument No. 20040105-0000729 of the Lucas County Plat Records.

MTA BOX

ARTICLE I

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style or architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the landscape plan, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the developer, and no dwelling except such as conforms to said plans, specification and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in Maple Creek Plat 2, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. No dwelling 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, or nearer to any front line, side line, or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include porches, verandas, porte-cochere, and other similar projections of said dwelling.

ARTICLE II **THE LAKES**

Section 2.1 Use of Lakes. The Developer is constructing or has constructed Lakes on certain portions of Maple Creek Plat 2 and future plats and the Adjacent Property. 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 Lake and Drainage Easement or easement areas on the subject property. As mentioned in the recitals to this Declaration, the Adjacent Property (including the lakes hereon) may in the future be subjected to a subsequent plat or plats as an extension of Maple Creek.

Each Lake is intended for the common use and enjoyment of the owners of adjacent and contiguous residential lots in Maple Creek, 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, wind surfers, 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.

Section 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 on owners property. 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, ice-skating or ice fishing shall be permitted at any time on the Lakes unless approved by the Association. 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 Lake and Drainage Easement (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, guest, 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.

Section 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 or 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 "Lake and Drainage Easement") 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, and associated electric lines, underground tubes, and other apparatus in the Lakes; application of chemical and other artificial coloration's 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 LAKE AND DRAINAGE EASEMENT

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots, delineated on the recorded plat of " Maple Creek Plat 2", but only with written consent of the Developer.

Section 3.1 Description of Lake and Drainage Easement. Maple Creek includes certain areas designated for the common use and enjoyment of residential lot owners (the "Lake and Drainage Easement"), including the Lakes and the islands of land (if any) located within the Lakes, those other areas designated as Lake and Drainage Easement in Maple Creek Plat 2, and those areas designated as Lake and Drainage Easement on any other recorded plat(s) of Maple Creek.

Section 3.2 Use of Lake and Drainage Easement. 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 Lake and Drainage Easement at Maple Creek 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 Lake and Drainage Easement in such a manner as will not restrict, interfere or impede with the use thereof by other members of the Association.

Section 3.3 Cul-de-sac Islands. The islands at the end of the cul-de-sacs in Maple Creek, although located within the public right-of-way, are intended to be treated as if such islands are part of the Lake and Drainage Easement. Said islands shall include landscaping and grass. The

landscaping and grass shall be maintained, repaired and replace, from time to time, by the Developer, its successors and assigns.

Section 3.4 Buffer Lots. Buffer lots, as shown on the plats of Maple Creek, have been conditionally dedicated to the Lucas County Commissioners for the purpose of prohibiting access across said Buffer Lot until such time as the abutting right-of-way dedication is extended or widened beyond said buffer lots.

Section 3.5 Conveyance of Lake and Drainage Easement. 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 Lake and Drainage Easement 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 Lake and Drainage Easement 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 Lake and Drainage Easement, the payment of taxes and assessments against the Lake and Drainage Easement, and the securing of insurance with respect to the Lake and Drainage Easement. The Lake and Drainage Easement 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 Lake and Drainage Easement. The conveyance of the Lake and Drainage Easement 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).

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single family dwelling such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in "Maple Creek Plat 2", until the plans, specifications and a

plot plan showing the location of such addition or swimming pool shall have been approved in writing by Developer.

Section 6. The location of any and all driveways shall remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in "Maple Creek Plat 2", except as now located or determined in writing by the Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 7. No structure or any part thereof shall be erected, placed or maintained on any lot in "Maple Creek Plat 2", nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drive, 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 any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 8. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Notwithstanding this restriction, the style of "three-rail" fences, but not the location, are hereby granted prior approval by the Developer, except for corner lots, provided such "three-rail split-rail" fences are not requested nearer to any street than the rear building line of the residence, unless approved by the Developer in writing. All lots will require written approval before installation of said fencing.

Section 9. No basketball backboard shall be erected or attached to any front of any dwelling or garage. All basketball backboards wherever erected shall be approved by Developer before installation. The only basketball backboard acceptable must have a clear glass backboard with a pole and brackets painted the same color as the residence and no pads of bright colors will be allowed on the pole.

Section 10. In connection with the provisions contained in Section 6 above, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 11. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits,

and for water, gas, sewer and pipes and conduits or any other public utility facilities together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 12. Developer reserves to itself, its successors and assigns, the exclusive and perpetual right to grant easements in, through, under, on and/or over those areas designated on the plat of "Maple Creek Plat 2", as easement, utility easement, drainage easement, sanitary sewer easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipelines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in "Maple Creek Plat 2", over or upon which easements for the installation and maintenance of such public private utilities will be or have been granted. No owner of any lot in "Maple Creek Plat 2" shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the lots without the prior written consent of the Developer, its successors and assigns.

Section 13. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot. No well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including but not limited to, well points, well casings, all pumps, wires, conduits and pipes, shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. No signs of any character, other than the sales or rental of a dwelling located on said lot on which such sign is located, shall be erect, placed or posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in "Maple Creek Plat 2".

Section 14. Other than 2 dogs, 2 cats or 2 birds, all of which shall be maintained within the dwelling so as not to unreasonably disturb neighbors, the maintenance or harboring of any other animals is expressly prohibited in "Maple Creek Plat 2".

Section 15. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays and holidays. No laundry or any kind, or other articles, shall be exposed or hung for drying at any time on any front porch

or in the front or side of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

Section 16. If any commercial vehicle, boat, house, car, trailer or other similar housing device is stored on any lot in "Maple Creek Plat 2", it shall be housed within a garage.

Section 17. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning construction.

Section 18. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time be established by Developer.

Section 19. Developer, its successors and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which 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 contained herein shall in no event be construed, taken or held to be a waiver therefor 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.

Section 20. Developer, for itself, its successors and assigns, hereby reserves the right for and during the term of the foregoing restrictions and any renewal thereof, to file for record in the Recorder's Office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer (by certified mail - return receipt requested) to an owner or owners of any lot within "Maple Creek Plat 2" that restrictions violations may exist upon said lot. The within reservation of right (and all other rights of Developer under this Declaration of Restrictions) shall inure to the benefit of the Homeowners' Association of said "Maple Creek Plat 2", upon an assignment of said right(s) by Developer to said Association duly filed in the Recorder's Office of Lucas County, Ohio.

Section 21. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developer.

Section 22. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 23. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for 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 authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

Section 24. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of "Maple Creek Plat 2", be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the designated street tree (Autumn Purple Ash) or trees and the mailbox and/or paper delivery box and replace when necessary the designated street tree or trees and or the mailbox and/or paper delivery box of similar type, size, caliper, look and quality. The mailbox shall be a "birdhouse style" mailbox with a paper box underneath.

Section 25. On every lot in "Maple Creek Plat 2" one (1) street tree is required (Autumn Purple Ash 2" Caliper) and on every corner lot two (2) street trees are required (Autumn Purple Ash 2" Caliper). On every non-corner lot within the subdivision, there shall be a minimum of two (2) pine trees located between the street and the front of the dwelling. Corner lots shall have a minimum of three (3) pine trees. If needed, such trees shall be planted at the lot owners' expense and if not paid within 30 days after invoicing a lien shall be filed on the property. Trees shall be a minimum of five (5) feet in height, not including ball of tree. The front yard shall be sodded or hydro-seeded and in the case of corner lots, the front yard and side yard facing the street shall be sodded or hydro-seeded. Landscaping between dwelling and sidewalk is required and shall be approved in writing by developer.

Section 26. No satellite dishes (or similar receiving or transmitting devices) of greater than 18" diameter shall be permitted on any residential lot. All satellite dish locations shall be approved in writing by the developer prior to installation. All satellite dishes must be placed behind the ridge line of the home.

Section 27. Concrete Approaches will be required for all driveways. The remainder of the drive can be asphalt or concrete.

Section 28. 40% of every front elevation in Maple Creek must be brick or stone and the rest of the house maybe vinyl or aluminum siding.

Section 29. Square footage minimums - Ranch = 1,500 Square feet.
1 ½ stories = 1,600 square feet. 2 stories = 1,700 Square feet.

Section 30. Each and every lot in "Maple Creek Plat 2", shall be subject to a maintenance charge in the amount of One hundred seventy-five dollars (\$175.00) annually or an amount that is equal to the amount of the current Maple Creek Home Owners Association, (such allotment shall be on a per lot basis) and payment to be made in one installment on the first day of May, each calendar year for such calendar year commencing in the year 2002. The annual assessments shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provides 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 association shall have a lien perpetually upon lots in "Maple Creek Plat 2", to secure the payment of the annual maintenance charge. If in default of the payment of such maintenance charge, 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 "Maple Creek Plat 2", claims a lien for unpaid annual assessments for the year(s) _____ in the amount of \$ _____ against the following described premises: _____
(Insert legal description)
"Maple Creek Plat 2"

By: _____
President-Mill-West Ltd

STATE OF OHIO)

SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, President of Mill-West Ltd. I Development Co., an Ohio corporation, on behalf of the corporation.

Notary Public

ARTICLE IV

Section 1. Upon the sale of two-thirds (2/3) or more of the lots in the various plats of "Maple Creek ", Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called "Maple Creek" Property Owners' Association, and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general

welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Developer shall by an instrument in writing, in the nature of an assignment, vest the Association, and when formed, with rights, privileges and powers herein retained by the Developer, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

Section 3.1. The rights granted to the Developer in this Article Two, Section 3.1, shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the association of the Developer's rights, privileges and powers as provided in Article Two, Section 3 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article Two, Section 3.1, shall terminate.

ARTICLE V

Section 1. Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of Developer and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, its successors or assigns, or the Association, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Developer, its successors or assigns, or by the Association.

In the event that Developer or its successors and assigns, or the Association or its successors and assigns, shall exercise any enforcement rights or remedies under this Article Three, Section 1, each Grantee of Developer shall be liable for the costs and expenses of said enforcement activities and/or actions, including but not limited to attorney fees and costs; and expenses immediately upon demand therefor by Developer or the Association or their respective successors and assigns.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2011, at which time these 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, 2011 with written approval of the then owners of not less than two-thirds (2/3) of the lots and the developer in "Maple Creek", 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 lot owners with the formalities

required by law. These covenants and restrictions may be terminated as of January 1, 2011, and may be amended or terminated thereafter with the written approval of the owners of not less than two-thirds (2/3) of the lots in "Maple Creek", upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions, hereof, no matter how many breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed or of a provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the association acquiring the rights and benefits of Developer shall be deemed a violation of this Declaration and may be enjoyed as herein provided. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.

Section 6. 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 shall survive any conveyance or transfer of the Developer's rights to the Association or to any other transferee or assignee.

Section 7. "Any dispute arising out of the enforcement or the interpretation of this covenant or any dispute in any way relating to this covenant shall be submitted to binding arbitration at Toledo, Ohio, in accordance with the Rules and Regulations promulgated by the American Arbitration Association or in accordance with the Rules and Regulations promulgated by the Toledo Bar Association's Arbitration and Mediation Service. The decision of the Arbitrator/Arbitrators shall be final and binding. The award of the Arbitrator/Arbitrators may be enforced in any court of competent jurisdiction. The Arbitrator/Arbitrators shall award to the prevailing party reasonable attorneys fees and costs."

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this

instrument as of the as of the 16 day of January, 2004

WITNESSES:

Daniel H. Mewhort
Jamie M. Paul

Midland Agency of Northwest Ohio, Inc.,
Trustee

By: Donald M. Mewhort, Trustee
Donald M. Mewhort

By: Sandra Hylant
Sandra Hylant

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me on this 16 day of
January, 2004, by DONALD M. MEWHORT III, TRUSTEE
and SANDRA M. HYLANT of Midland Agency of Northwest Ohio, Inc.,
Trustee.



JULIE WASSERMAN
Notary Public - State of Ohio
My Commission Expires Sept. 7, 2008

Julie Wasserman
Notary Public

WITNESSES:

Mill-West Ltd.

Brandon Wamsher
By: Douglas C. Wamsher
Douglas C. Wamsher, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 16 day of
January, 2004 by DOUGLAS C. WAMSHER, PRESIDENT
of Mill-West Ltd.

Julie Wasserman
Notary Public



JULIE WASSERMAN
Notary Public - State of Ohio
My Commission Expires Sept. 7, 2008

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 20th day of JANUARY, 2004.

WITNESSES:

Patricia K. Steusloff
Jessie Hamilton

Port Lawrence Title and Trust, Trustee

Gerald A. Stewart
By: Gerald A. Stewart, Vice-President

Fred C. Meyer
By: Fred C. Meyer, Vice-President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me on this 20th day of JANUARY, 2004, by Gerald A. Stewart, Vice-President and Fred C. Meyer, Vice-President of Port Lawrence Title and Trust Company, Trustee.

Patricia K. Steusloff
Notary Public

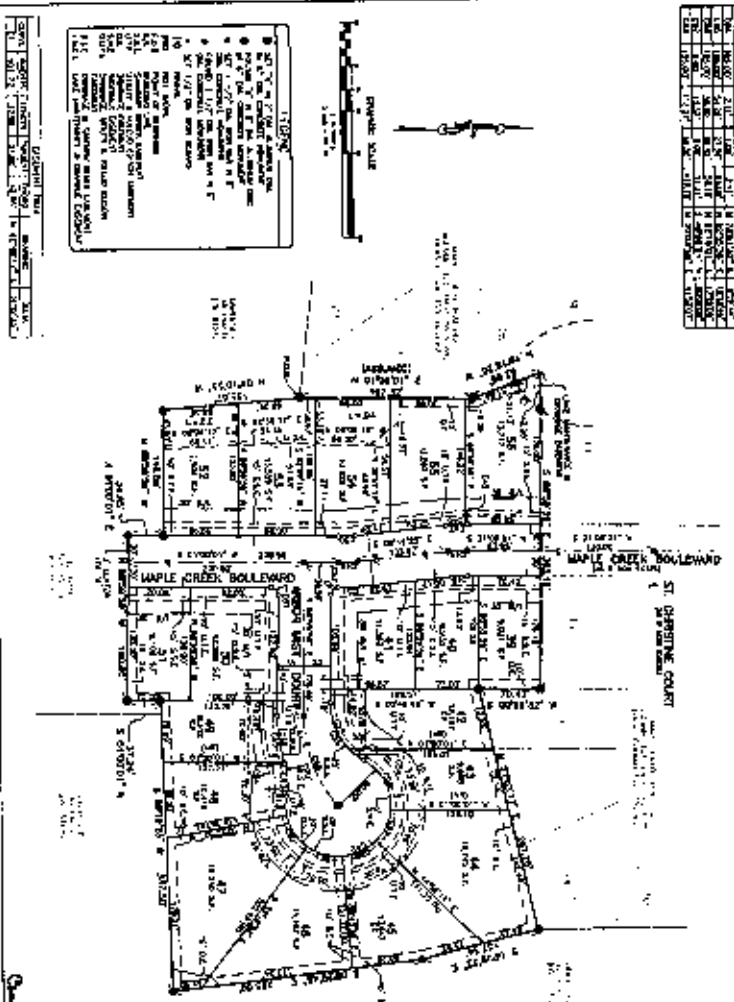


PATRICIA K. STEUSLOFF
Notary Public, State of Ohio
Commission Expires 8/26/06

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Maple Creek Plat Two

SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO



- 1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER...
- 2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
- 3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES...
- 4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS...
- 5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS...
- 6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYS...
- 7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS...
- 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYS...
- 9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS...
- 10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYS...

WARRANTY

The Seller warrants that the above described property is free from all liens, encumbrances, and claims of any kind, and that the title to the same is good and marketable.

AGREEMENT

The Buyer agrees to purchase the above described property for the sum of \$100,000.00, and to pay the same in cash at the time of closing.

CLOSING

The closing shall take place on the 15th day of August, 2004, at the office of the Escrow Agent.

SIGNATURES

Seller: *[Signature]*
 Buyer: *[Signature]*
 Escrow Agent: *[Signature]*

EXHIBIT A

Maple Creek Plat Two, Lucas County, Ohio

EXHIBIT B

Maple Creek Plat Two, Lucas County, Ohio

EXHIBIT C

Maple Creek Plat Two, Lucas County, Ohio

EXHIBIT D

Maple Creek Plat Two, Lucas County, Ohio

EXHIBIT E

Maple Creek Plat Two, Lucas County, Ohio

Maple Creek Plat Two

SALVANIA TOWNSHIP, LUCAS COUNTY, OHIO

THE STATE OF OHIO, County of Lucas, do hereby certify that the following is a true and correct copy of the original of the same as the same appears on file in the office of the Auditor of State, at Columbus, Ohio, this 1st day of August, 1904.

Witness my hand and the seal of the Auditor of State at Columbus, Ohio, this 1st day of August, 1904.

Attest: My hand and the seal of the Auditor of State at Columbus, Ohio, this 1st day of August, 1904.

Attest: My hand and the seal of the Auditor of State at Columbus, Ohio, this 1st day of August, 1904.

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Attest: My hand and the seal of the Auditor of State at Columbus, Ohio, this 1st day of August, 1904.

Attest: My hand and the seal of the Auditor of State at Columbus, Ohio, this 1st day of August, 1904.

By _____
 Notary Public for Lucas County, Ohio



By _____
 Notary Public for Lucas County, Ohio

By _____
 Notary Public for Lucas County, Ohio



By _____
 Notary Public for Lucas County, Ohio

By _____
 Notary Public for Lucas County, Ohio



By _____
 Notary Public for Lucas County, Ohio

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 Notary Public for Lucas County, Ohio

By _____
 Notary Public for Lucas County, Ohio

By _____
 Notary Public for Lucas County, Ohio

EXHIBIT "A"

MAPLE CREEK PLAT TWO

A parcel of land being part of the Northwest quarter (1/4) of Section twelve (12), Town nine (9) South, Range five (5) East, in Sylvania Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the southerly line of Lot 26 in Maple Creek Plat One, as recorded in Volume 154, Pages 88 and 89, Lucas County Plat Records, with the easterly line of said Lot 26 in Maple Creek Plat One, said point of intersection being marked with a found concrete monument;

The following five (5) courses follow on and along the plat line of said Maple Creek Plat One:

thence in a northerly direction, having an assumed bearing of North one (01) degree, zero (00) minutes, one (01) second East, a distance of one hundred ninety-seven and thirty-two hundredths (197.32') feet to a point, said point being marked with a found concrete monument;

thence North nineteen (19) degrees, eighteen (18) minutes, twenty-five (25) seconds West, passing through a found concrete monument at a distance of fifty-one and eighty-four hundredths (51.84') feet, a distance of eighty-two and ninety-six hundredths (82.96') feet to a point;

thence South eighty-eight (88) degrees, fifty-nine (59) minutes, fifty-nine (59) seconds East, passing through a found concrete monument at a distance of forty-two and twenty hundredths (42.20') feet, a distance of three hundred sixty-three and eighteen hundredths (363.18') feet to a point, said point being marked with a found concrete monument;

thence South zero (00) degrees, fifty-five (55) minutes, thirty-two (32) seconds West, a distance of seventy and forty-three hundredths (70.43') feet to a point, said point being marked with a found concrete monument;

thence North seventy-seven (77) degrees, three (03) minutes, seventeen (17) seconds East, a distance of two hundred eighty-seven and twenty-six hundredths (287.26') feet to a point, said point being marked with a found concrete monument;

thence South fourteen (14) degrees, twenty-nine (29) minutes, thirty-three (33) seconds East along a line, a distance of one hundred thirty-seven and thirty-four hundredths (137.34') feet to a point, said point being marked with a set concrete monument;

thence South six (06) degrees, twenty-nine (29) minutes, forty-eight (48) seconds East along a line, a distance of two hundred eighty-five and zero hundredths (285.00') feet to a point, said point being marked with a set concrete monument;

thence South eighty-eight (88) degrees, ten (10) minutes, twenty-three (23) seconds West along a line, a distance of three hundred thirty-seven and fifty hundredths (337.50') feet to a point, said point being marked with a set concrete monument;

thence South one (01) degree, zero (00) minutes, one (01) second West along a line, a distance of thirty-seven and twenty-four hundredths (37.24') feet to a point, said point being marked with a set concrete monument;

thence North eighty-eight (88) degrees, fifty-nine (59) minutes, fifty-nine (59) seconds West along a line, a distance of one hundred ninety and zero hundredths (190.00') feet to a point, said point being marked with a set concrete monument;

thence North one (01) degree, zero (00) minutes, one (01) second East along a line, a distance of thirty-nine and eighty-five hundredths (39.85') feet to a point, said point being marked with a set concrete monument;

thence North eighty-eight (88) degrees, fifty-nine (59) minutes, fifty-nine (59) seconds West along a line, a distance of one hundred forty-six and zero hundredths (146.00') feet to a point, said point being marked with a set concrete monument;

thence North four (04) degrees, ten (10) minutes, fifty-five (55) seconds West along a line, a distance of one hundred fifty-five and sixty-seven hundredths (155.67') feet to the Point of Beginning.

Said parcel of land containing an area of 278,576 square feet, or 6.395 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The above described parcel of land consists of:

162,972 square feet or 3.741 acres of land within Tax Parcel No. 78-01912.

115,604 square feet or 2.654 acres of land within Tax Parcel No. 78-01894.

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

Said set and said found concrete monuments being 6" in diameter and 30" in length with a 2" aluminum cap, the aluminum cap being stamped Feller, Finch & Assoc., Inc.

The above description is based on a survey performed under my supervision during October, 2003.

Prior Deed Reference is Microfiche 88-148D05, Lucas County Deed Records.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.

Duane E. Heck, P. S.
Registered Surveyor No. 7432