

HOME OWNER'S ASSOCIATION COMMUNICATION NEWS 2007

Contracts and Services Summary:

The association is committed to the beauty of our neighborhood and has completed a contract and services review and has begun year 2007 Contracts.

We apologize for the status of the Lakes and mowing issues of recent and believe these issues are behind us.

We have regular service contracted for both the Lakes as well as the mowing and chemical applications for the common areas.

We need each homeowner's assistance with monitoring the status of our contractors to ensure we are getting our value out of the contracts. Please fill out a Complaint/Issue form or send a general email to the association if you notice sub standard service and we will take action with our contractors.

Financial Report:

The financial report will be completed and delivered to you in a separate report within the next few weeks.

Website:

Many of you may notice that at the bottom of the pages of this newsletter we have a website address. The website is to be used for distribution of electronic copies of documents as well as a way to contact the association. The Website is www.maplecreeksylvania.com and is being provided at no cost to the association or its homeowners.

May 2007 Homeowner's Voting Instructions:

Please completely fill out ballot and return to Craig Hulbert @ 5713 Kylie Court by placing ballot in LOWER mailbox or return by US Mail. Ballots are due may 31st. Results will be available on the website shortly there after and will be delivered to the each homeowner's mailbox the following week.

MAPLE CREEK

HOME OWNERS ASSOCIATION
SYLVANIA, OHIO 43560

Attention Homeowners:

We have a dumping problem on vacant lots that must be cleaned up.

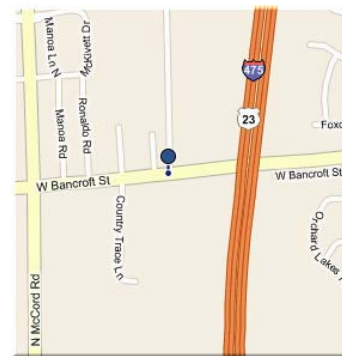
Dumping of Lawn clippings and plant materials is considered littering and is a 3rd degree misdemeanor in Ohio. Please pitch in and help clean up this lot before it is done by the developer and levied against all homeowners equally as an additional maintenance fee. This lot is to be cleaned up within the next 30 days or the Association will be forced to fund the cleanup which will in turn be passed on to every homeowner equally.



Grass and plant materials from the Lot can be dumped free of charge at:

Future Lawn

(419) 843-8873
6505 W Bancroft St,
Toledo, OH 43615



Ohio Revised Code 3767.32

Leaving any trash or discarded items on any public or private land or waterway is a third-degree misdemeanor in Ohio. The law also prohibits putting trash in someone else's trash receptacle without permission from the owner or a civil authority, unless the receptacle is intended for public use or the trash was generated on the property where the receptacle is located.

Deed Restriction Statements

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, its successors and assigns reserves the right to

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Restrictions Refresher

Majority of the complaints we have had over the last 6 months are related to restrictions that are already in force. Below is a list of restrictions that are commonly being violated. Now that the Maple Creek Home Owners Association has created a formal complaint process it is necessary that homeowners that are not in compliance remedy their situations before a formal complaint is filed and action can be taken.

- **Lawn Chemicals must not be within 30 feet of the lakes. Adding fish to the lakes is also prohibited.**

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

- **Residential Home Gutters may not drain into the ponds**

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

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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

- **Boats and trailers must be stored in the garage, they can not be stored on driveways or yards**

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 1", it shall be housed within a garage.

Section 17. Said lots shall not be used for the storage of automobiles, trailers, scrap,

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- Any homeowner in default for more than 60 days from invoice due date for paying annual maintenance fees will have a Lien filed with Lucas County against the homeowners property.

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

Section 30 Each and every lot in "Maple Creek Plat 1", 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 1", 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

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form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio:

This Lien Notice will be filed for every homeowner that has a balance due for more than 60 days from the annual invoice date.

"Notice of Lien"

Notice is hereby given that "Maple Creek Plat 1", 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 1"

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.

- Speed of vehicles has also become an issue as we are a neighborhood with many children. Per the initial meeting the association is in talks with the township about speed bumps and we will provide an update as soon as we have an official answer from the township.