

HIDDEN HARBOUR HOMEOWNERS ASSOCIATION

November 28, 2001

This notebook contains the revised **Restrictions** for Plats II, III, IV, VI, and the new Plat VII. These are substantially the same as the one you received upon assuming ownership of your house and/or lot. Your interim trustees worked long and hard in attempting to simplify and unify the different **Restrictions** governing the currently developed plats. In addition to the Moses/Schlacter Group, we also had to reach closure with the Plat VII developer.

These **Restrictions** do differ, however, in at least two salient ways: (1) There is provision for amending or revoking the **Restrictions** when the owners of 60% of residential lots deem fit to do so (see Section 7.2 on page 21) and, (2) The Association shall have the right "to charge and assess a fine or fines against the owner of any lot in Hidden Harbour who materially violates or breaches any provision of this Declaration ..." (see Section 5.4 on page 17). These two provisions were not in the previous **Restrictions**. Further, procedures as to how we implement these two new areas must be developed by the trustees.

When all lots have been built upon, we will have one-hundred thirty-seven homes. There are small towns and villages in Ohio smaller than ours. The maintenance of the roadways, common areas, refuse collections, street lights etc. is the responsibility of the Association. These tend to be non-controversial. It is those provisions regarding the actions or inactions of the individual homeowner that may become contentious.

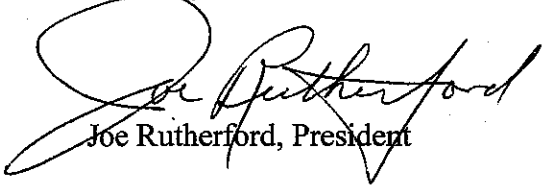
It is important for each member of our Association to review this document and become familiar with it. As time goes on the trustees will develop and explain other provisions (e.g. Architectural Control Committee standards as mandated by the **Restrictions**).

Your trustees are given the responsibility and authority for insuring that the provisions are adhered to by all the members in a non-arbitrary, uniform manner. Failing to do so will jeopardize our quality of life and the value of our homes. These new restrictions were not entered into lightly by the seventeen Interim Trustees. They are the product of hundreds of hours of effort by them and thousands of dollars in legal fees. The failure to enforce all restrictions could easily slide into enforcing no restrictions.

Lamentably, many people who purchase homes here are not familiar with the functioning of a homeowners association. We hope this can be ameliorated by working closely with the realtors who sell the homes in Hidden Harbour.

Finally, there will be other documents sent to you for inclusion in this notebook. These include, but are not limited to, the By-laws of the Association and also of the Hidden Harbour Lake Association. On behalf of all the Trustees, thank you very much for your support!

Sincerely,



Joe Rutherford, President

Tim Bauer; Vice president and President-designee

Rob Sabo, Treasurer

Dan Burtscher, Secretary

Udo Kuehn, Trustee

Jeannie Rerucha, Trustee

Dave Ridenour, Trustee

**DECLARATION OF RESTRICTIONS FOR
PLAT VI AND PLAT VII AND
RESTATEMENT OF DECLARATIONS OF RESTRICTIONS FOR
PLATS II, III AND IV AS TO HIDDEN HARBOUR,
A SUBDIVISION IN THE TOWNSHIP OF SPRINGFIELD,
LUCAS COUNTY, OHIO**

This **DECLARATION OF RESTRICTIONS FOR PLAT VI AND PLAT VII AND RESTATEMENT OF DECLARATIONS OF RESTRICTIONS FOR PLATS II, III AND IV AS TO HIDDEN HARBOUR SUBDIVISION** (collectively, the "Declaration") is adopted by **HIDDEN HARBOUR PARTNERS**, an Ohio general partnership with offices at 7862-F West Central Avenue, Toledo, Ohio 43617 ("Developer"), **HIDDEN HARBOUR ASSOCIATION, INC.**, aka **HIDDEN HARBOUR HOMEOWNERS' ASSOCIATION**, an Ohio non-profit corporation with address at 542 East Shoreline Drive, Holland, Ohio 43528 ("Association"), and **MACK MOON and ARLENE JEAN MOON**, husband and wife, with address at 7 Lake Moon Road, Holland, Ohio 43528 ("Plat VII Developer") effective as of the 20th day of September, 2001.

RECITALS:

A. The Developer (or its affiliate) has previously created and developed Plats II, III and IV of the Hidden Harbour Subdivision, as recorded at Volume 127, Page 12, Volume 136, Page 41 and Volume 147, Page 89 of the Lucas County, Ohio Record of Plats, as a first-class, quality single-family residential subdivision. In this regard, the Developer has prepared and recorded certain declarations of restrictions for Plats II, III and IV at Microfiche Nos. 90-0306C02, 96-0166B05 0-1509D05, respectively, of the Lucas County, Ohio Deed Records (collectively, the "Previous Declarations").

B. The Developer (or its affiliate) has also created Plat VI ("Plat VI") of the Hidden Harbour Subdivision, located in the Township of Springfield, Lucas County, Ohio, as recorded at Volume 151, Page 99 of the Lucas County, Ohio Record of Plats. All the property in Plat VI is currently owned by Larry L. Busch and Shirley A. Busch, husband and wife, and Plat VI is intended to be a first-class, quality single-family residential subdivision.

C. The Plat VII Developer is the owner of all lots in Plat VII ("Plat VII") of the Hidden Harbour Subdivision, as recorded at Volume 152, Page 1 of the Lucas County, Ohio Record of Plats.

D. Plat VII is intended to be a first-class, quality single-family residential subdivision developed as a community development plan or Section Thirteen development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

E. The members of the Association are and shall be all of the owners ("lot owners") of all of the residential lots ("lot," "lots," "residential lot" or "residential lots") in Plats II, III, IV, VI and VII (collectively, the "Plats") of the Hidden Harbour Subdivision (collectively, the "Subdivision" or "Hidden Harbour").

See Vol. 151 Page 99 of Plats.

See Vol. 152 Page 14 of Plats.

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PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02 MICROFICHE NO. 95
01425-B10, FILED 7/21/1995
SUE RIOUX, RECORDER, BY 27A

9/7/01

01 6063C03

F. Under the recorded plat and declaration of restrictions for Plat II of the Subdivision, the Developer reserved the right to extend or grant various roadway access and utility easements over and across certain portions of the Common Areas (as hereinafter defined) of Hidden Harbour for the benefit of subsequent plats of Hidden Harbour on property within the Subdivision or lands adjacent thereto, and included within said adjacent property is the property covered by Plat VII.

G. Certain lot owners in Plat II of the Subdivision, through or with the Association, filed suit against the Developer and others to, among other things, prevent the granting of any such easements (Case No. CI0199904990 Lucas County, Ohio Court of Common Pleas).

H. The parties to said lawsuit have settled their claims and differences in said litigation. As a part of the settlement, it has been agreed that (i) all lots in Plat VI and Plat VII shall become part of the Subdivision and the owners of all lots in Plat VI and Plat VII shall become members of the Association under the terms and conditions set forth herein, and (ii) mutual access easements shall be granted and reserved over and through the private roads and utility lines in, under and through certain portions of the Common Areas of the Subdivision for the mutual benefit and enjoyment of all lot owners (including the Plat VI and Plat VII lot owners) in the Subdivision.

I. It is the intent of the parties hereto and a condition of the settlement of the above-described litigation that the Previous Declarations be amended and restated in their entirety as set forth herein and that Plat VI and Plat VII be included within the Subdivision as additional Plats of Hidden Harbour pursuant to and in accordance with the terms hereof, in order that all lot owners within Plats II, III, IV, VI and VII of Hidden Harbour can look to and be governed by this Declaration and not the Previous Declarations with respect to their respective rights and obligations as lot owners.

J. A certain parcel of land known as the Baja (the "Baja") is located southerly of and contiguous with lot B in Plat III. Certain additional parcels of land (the "Hidden Harbour Lake Parcels") comprising portions of Hidden Harbour Lake are located adjacent to and contiguous with certain portions of Plat II, Plat III and Plat VI of Hidden Harbour. Neither the Baja nor the Hidden Harbour Lake Parcels are a part of or included within any of the Plats of Hidden Harbour, and neither the Baja nor the Hidden Harbour Lake Parcels are covered by any of the Previous Declarations. However, as a further condition of the settlement of the above-described litigation, Developer has conveyed and transferred (or has caused the owner thereof to convey and transfer) the Baja and the Hidden Harbour Lake Parcels to the Association. It is the intent of the parties hereto that the Baja and the Hidden Harbour Lake Parcels shall be subject to this Declaration and shall become part of the Limited Common Areas of Hidden Harbour as hereinafter set forth and described. To the extent applicable, all references in this Declaration to Hidden Harbour, the Subdivision or the Plats shall be deemed also to cover and include the Baja and the Hidden Harbour Lake Parcels.

K. The Baja and the Hidden Harbour Lake Parcels are legally described on Exhibit A attached hereto, and shall be hereinafter sometimes referred to collectively as the "Additional Parcels."

L. The Developer and the Plat VII Developer shall be hereinafter sometimes referred to collectively as the "Developers."

NOW, THEREFORE, the Developers and the Association, in consideration of the enhancement in value of the Subdivision by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the common development plan described herein, do for themselves and their respective successors and assigns, hereby declare, covenant and stipulate that all lots, property and parcels in Hidden Harbour Plats II, III, IV, VI and VII, and in the Additional Parcels, shall hereafter be used, held, owned, sold, transferred or conveyed subject to the following restrictions, covenants and conditions, which restrictions, covenants and conditions shall, except as otherwise expressly indicated herein, and to the extent legally permissible, restate, replace and supersede any and all other restrictions, covenants and conditions heretofore enforced on such lots, property and parcels by the Previous Declarations.

ARTICLE 1 USE OF LAND

1.1 Residential Lots. No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence having 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 residence ("residence," "structure," "building" and "dwelling" shall be sometimes used interchangeably herein), and such accessory buildings and uses as are approved by the Architectural Control Committee under Article 2 hereof. With respect to each dwelling erected or maintained in the Subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted. However, not more than one single-family residence shall be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Architectural Control Committee. Each residence shall be used solely and exclusively by a single-family, including their family servants, and under no circumstances shall any residence be occupied by more than one (1) single family. No lot shall 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 other lot.

1.3 Construction of Dwellings. The construction of a residence on a lot shall begin within one (1) year after the initial sale of the lot from the Developer, provided if the lot shall be reacquired by or on behalf of the Developer prior to the commencement of such construction, the running of such time period shall be tolled, and any subsequent purchaser of such lot from the Developer shall again have the one (1) year period in which to commence construction of a dwelling. In the event construction has not begun within such one (1) year period as provided herein, the Developer may, at its option, repurchase the lot at an amount equal to the purchase price at which the lot was purchased from the Developer. Notwithstanding anything else contained herein, however, this Section 1.3 shall not be applicable to lots 182 and 183 of Plat VII.

1.4 Location of Sidewalks, Driveways, Etc. The location of any and all sidewalks, driveways, walkways, access ways and roadways within the Subdivision shall be and remain as established by the Plats or, if not established by the Plats, as shall be determined by the Architectural Control Committee in writing at the time of the approval of the Plans (as hereinafter defined) for a dwelling.

1.5 Setbacks. No portion of any lot outside of the front, side and rear setback lines, as shown on the Plats, shall 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 any approved sidewalk, driveway, walkway or decorative wall, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purpose of beautifying the premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety, shall be grown upon such portion thereof. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere within Hidden Harbour and no unsightly objects shall be allowed to be placed or suffered to remain anywhere in the Subdivision.

1.6 Fences and Walls. No fence, hedge, wall or enclosure of any kind, for any purposes, shall be erected, placed or suffered to remain upon, in or at the rear yard of any Hidden Harbour Lake Lot, any Moon Lake Lot or any Pond Lot. No fence, ledge, wall or enclosure of any kind, for any purposes, shall be erected, placed or suffered to remain upon, in or at any other lot without the prior written consent of the Architectural Control Committee, which consent, if granted, shall establish terms and conditions as to the type, height, width, color and upkeep of the fence, hedge, wall or enclosure and any general conditions pertaining thereto. Notwithstanding anything else contained herein, however, this Section 1.6 shall not be applicable to Plat VII.

1.7 Lake Views. Without limiting the generality of any other restrictions herein, no row plantings or groupings or rows of trees, shrubs or other plantings shall be permitted in the rear yard of any Hidden Harbour Lake Lot, any Moon Lake Lot or any Pond Lot that (a) exceed two (2) feet in height at any time, or (b) would block, obstruct or detract from any other lot's view of Hidden Harbour Lake, Moon Lake or the Pond.

1.8 Landscaping. Each lot containing a structure shall be landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee, and the landscaping shall thereafter be maintained in accordance with such plan.

1.9 Garages and Sheds. 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 the residence located on such lot and the servants thereof, and any such garage shall be made an integral part of the residence. No detached shed, garage, barn, outbuilding, shack, tent or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon any lot.

1.10 Satellite Dishes. No radio or television antennas or satellite "dishes" (except for those not exceeding 20" in diameter, and located on the residence itself or other location approved by the Architectural Control Committee, but in either event not visible from the street and with colors and other specifications as are approved by the Architectural Control Committee in writing) shall be erected, reconstructed, placed or suffered to remain on any lot.

1.11 Grass Seeding and Sodding. Within six (6) months after a residence has been completed and occupied on any lot, the front yard of said lot shall be sodded from the front of the dwelling to the street line in the case of interior lots. In the case of corner lots, the front yard shall be sodded from the front of the dwelling to the street line, and the side yard facing the street shall be sodded from the dwelling to the street line. In both cases, the balance of the lot shall, within said six (6) months, be seeded or hydroseeded.

1.12 Basketball Courts. No basketball courts shall be placed upon any lot, and no basketball rims, backboards or posts of any kind (whether fixed or portable) shall be placed upon any lot or affixed to or placed upon any part of any structure; provided, however, that portable basketball rims, backboards and posts shall be permitted in Plat VII only.

1.13 Dogs, Cats and Household Pets. No animals, domestic or otherwise, rabbits, or poultry, of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of the Common Areas or any lot. Dogs, cats and/or other household pets may be kept within the residential dwellings, subject to such reasonable rules and regulations as may be adopted from time to time by the Developer and/or the Association, so as to prevent the same from becoming a nuisance to the owners or inhabitants of Hidden Harbour.

1.14 Laundry and Power Mowers. No swimsuits, towels, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot or the Common Areas. No swimsuits, towels, clothes, sheets, blankets or laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any porch, patio or balcony. 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 10:00 A.M.

1.15 Boats, Motor Homes and Trucks. No all terrain vehicle (ATV), snowmobile, jet ski, boat, boat trailer, house trailer or other trailer, motor home, mobile home, motorcycle or truck (except pick-up trucks not exceeding one (1) ton and window panel vans not exceeding one (1) ton, so-called) of any type shall be parked, kept or stored on any portion of Hidden Harbour unless completely within a closed garage. Notwithstanding the foregoing, a boat meeting the restrictions set forth in this Declaration may be docked at an approved dock located within a lot. No vehicles shall be stored other than on paved driveways or in garages.

1.16 Garbage and Trash. All rubbish and debris, combustible and noncombustible, and all garbage and trash shall be stored and maintained in containers located entirely within the garage of a structure. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, garbage and trash may, from time to time, be established by the Developer and/or the Association.

1.17 Swimming Pools. No above-ground swimming pool of any type shall be constructed, reconstructed, allowed or suffered to remain upon any lot. No in-ground pool of any type shall be permitted unless first approved by the Architectural Control Committee in accordance with Article 2.

1.18 Signs. No sign, billboard or other advertising device, whether for the purpose of advertising the sale of a lot or a residence or otherwise, shall be erected, placed or suffered to remain upon any lot or any portion of the Common Areas or upon or visible from the outside of any residence without the prior written consent of the Developer or the Association. Notwithstanding the foregoing, (a) a standard real estate sign not to exceed six (6) square feet in area on a side and advertising the lot or residence "For Sale" shall be permitted, and (b) the right is hereby reserved to the Developer to erect and maintain signs on any unsold lot or upon the Common Areas adjacent to the entrance to Hidden Harbour.

1.19 Mailboxes. Each lot shall be equipped with a "rustic cedar" (so-called) mailbox approved by the United States Postal Service, which mailbox shall be installed at such time as a residence has been completed on such lot. The maintenance, repair and replacement of

each such mailbox shall be the sole responsibility of the owner of the lot serviced by such mailbox. Each such mailbox shall be maintained in good condition, consistent with the original design of the mailbox. Any replacement for a mailbox shall be the same design and quality as the original mailbox for such lot.

1.20 Liquors. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot or the Common Areas.

1.21 Home Businesses. Except as otherwise expressly permitted under applicable zoning and building codes, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot or the Common Areas. The foregoing shall not apply to the use by the Developer or its designee of any lot as a sales office for the sale or lease of lots and/or structures in Hidden Harbour.

1.22 Wells. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon any lot.

1.23 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than twenty-four (24) hours without the prior written consent of the Developer or the Association. No vehicle shall be parked outside of a residence overnight without the prior written consent of the Developer or the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or other than a private passenger vehicle as specified above.

Any lot owner and residents of such lot may not keep more than three (3) vehicles within the Subdivision on a permanent basis without the prior written consent of the Developer or the Association. In the case of residential lots with two (2) car garages, (a) if one (1) or two (2) vehicles are maintained by such residential lot owner, such vehicle(s) must be regularly kept and parked in the garage and not kept or parked in the driveway or on the street, and (b) if three (3) vehicles are maintained by such residential lot owner, two (2) of the vehicles must be regularly parked in the garage and one (1) vehicle may be parked in the driveway (but not in the street). In the case of residential lots with 3-car garages, whether one, two or three vehicles are maintained by such residential lot owner, all such vehicles must be regularly parked in the garage and not kept or parked in the driveway or on the street.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to, the Subdivision. All vehicles parked within the Subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within Hidden Harbour for more than twenty-four (24) hours, and no major repair of any vehicle shall be made anywhere within the Subdivision. Motorcycles are not permitted except with the prior written consent of the Developer or the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of the same does not create an unreasonable annoyance to the residents of Hidden Harbour.

1.24 Additional Parking Requirements. Without limiting any of the foregoing, no vehicle of any kind shall be parked at any time on (a) the west side of any streets

running north-south in Hidden Harbour, (b) the north side of any streets running east-west in Hidden Harbour, or (c) any street within any cul-de-sac in Hidden Harbour.

1.25 Window Treatments. Window treatments shall consist of draperies, blinds, decorative panels or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted anywhere in the Subdivision. All window treatments shall be plain white in color on the outside-facing surface.

ARTICLE 2 ARCHITECTURAL CONTROL COMMITTEE

2.1 Architectural Control Committees. Two Architectural Control Committees consisting of three (3) individuals each are hereby established. One such Committee shall be for Plats II, III, IV and VI and for the Additional Parcels (the "Plat II-VI ACC") and the other Committee shall be for Plat VII of the Subdivision (the "Plat VII ACC"). Any reference to "Architectural Control Committee" or "ACC" in this Declaration shall mean either the Plat II-VI ACC when the lot in question is in Plats II, III, IV or VI or the Additional Parcels, or the Plat VII ACC when the lot in question is in Plat VII. Any reference to "Developer" in this Declaration shall mean either the Developer when the lot in question is in Plats II-VI or the Additional Parcels, or the Plat VII Developer when the lot in question is in Plat VII. The initial members of the Plat II-VI ACC shall be appointed by the Developer and the initial members of the Plat VII ACC shall be appointed by the Plat VII Developer, and such initial members may be replaced by said respective Developers from time to time. The Architectural Control Committees shall continue to be appointed by the respective Developers until such time as all lots now or hereafter created in the Subdivision have been sold and dwellings have been completed thereon. At such time, or at such earlier time as the respective Developer may elect, the right to appoint the members of the respective Architectural Control Committee shall be assigned and turned over to the Association.

2.2 Submission of Plans. No structure, addition or other improvement or alteration (including but not limited to garages, basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, docks, fountains, gazebos, room enclosures, porches, decks, sun rooms, hedges and other enclosures, or satellite dishes and similar devices) shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon any lot unless the plans and specifications thereof (the "Plans") shall have been first approved in writing by the Architectural Control Committee, and a true copy of the Plans shall have been lodged permanently with the Architectural Control Committee. The Plans shall include (a) drawings in such detail as necessary to demonstrate that the proposed structure will be architecturally harmonious with the other structures built or to be built in the Plat; (b) a plot plan, drawn to scale, showing the location of the residence on the lot; (c) the certification of a surveyor registered in the State of Ohio stating that the topography and finish grade of the proposed structure shown on the plot plan are in accordance with all applicable requirements of Springfield Township and/or the Lucas County Engineer; and (d) a complete landscaping plan for the lot.

2.3 Scope of Review. The scope of the Architectural Control Committee's inquiry and review shall be broad. In making its review of any proposed Plans, the Architectural Control Committee will consider the size, location, type, architectural design, aesthetics, quality, cost, use, building materials and components, construction, color scheme, landscaping and

grading plan for the lot and the proposed improvements. In reviewing any proposed Plans, the Architectural Control Committee shall also review and consider (a) whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent lots; (b) the suitability of the proposed structure and of the materials of which it is to be built to the surrounding lots; (c) the effect of the proposed structure on adjacent and neighboring lots; and (d) the effect of the structure, as planned, on the outlook from the adjacent and neighboring lots.

2.4 Guidelines, Modifications, Etc. The Architectural Control Committee will furnish lot owners or prospective lot owners with sufficient detail regarding the items set out above which will be considered in approving or disapproving any Plans for the erection of improvements on any lot. This detailed information will be in the form of written guidelines or personal consultations, or both. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of any lot, or by reason of the type of residence to be erected thereon, or for any other reason, the enforcement of the provisions of this Declaration would work a hardship, the Architectural Control Committee may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its reasonable judgment, do material damage to any abutting or adjacent lot owner.

2.5 Site Grading Plans. Subject to any requirements established by the Lucas County, Ohio Engineer, the Developer reserves the sole and exclusive right to establish grades and slopes on any lot and to fix the grade at which any structure shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Hidden Harbour. The Lucas County, Ohio Engineer may determine that certain lots require retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the lot owner desires to preserve said trees, then the retaining walls will be constructed only after the Plans have been approved by the Lucas County, Ohio Engineer and the Developer as herein provided. If any lot owner does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County, Ohio Engineer shall be complied with, including grading to accomplish the required slope along the private road right-of-way.

2.6 Sidewalks. If sidewalks are required, each lot owner shall, at such owner's expense, construct such sidewalks across the frontage of the lot at the time of construction of a residence on such lot. Sidewalks shall be constructed in accordance with the construction specifications and location requirements of the Township of Springfield and/or Lucas County. Upon the failure of a lot owner to construct sidewalks as provided herein, the Developer or the appropriate governmental entity shall have the right to enter upon the lot in question and to construct such sidewalks or cause the same to be constructed at the expense of the lot owner. In such event, the costs of construction of the sidewalks shall be and become a lien against the lot from the date of perfection thereof (as hereafter provided) and if such construction costs shall not be paid immediately upon demand therefore, such lien may be foreclosed by an action brought by the Developer or the appropriate governmental entity, as in the case of foreclosure of liens against real estate. The holder of any such lien may perfect such lien against third parties by filing an affidavit stating the facts giving rise to the lien with the Recorder of Lucas County, Ohio.

2.7 Variance in Construction. In all instances where Plans are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto

there shall be any variance in the actual construction and location of any structure or addition thereto, any such variance shall be deemed a violation of this Declaration.

2.8 Approval by Attorney-in-Fact. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for an approval, designation, determination, modification, consent or any other action by the Developer any such approval, designation, determination, modification, consent or other such action by any attorney-in-fact authorized to sign deeds on behalf of the Developer, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE 3 COMMON AREAS

3.1 General Common Areas. Hidden Harbour includes certain areas intended and designated for the common use and enjoyment of all residential lot owners in Hidden Harbour (the "General Common Areas"). Included in the General Common Areas are (a) the East Shoreline Drive and North Shoreline Drive private rights-of-way in Plat II; (b) lot C (Hidden Forest Drive, Cove Harbour Drive West, Cove Harbour Drive East and Cove Harbour Drive North) in Plat III; (c) the East Shoreline Drive and North Moon Lake private rights-of-way in Plat VII; and (d) all other areas designated in any one or more of the Plats or in this Declaration as areas intended for the common use and enjoyment of all residential lot owners in Hidden Harbour. 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 General Common Areas at Hidden Harbour for purposes incidental to the use, occupancy and enjoyment of such member's residential lot as a place of residence. All members shall use the General Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association.

3.2 Limited Common Areas. Hidden Harbour contains certain areas (the "Limited Common Areas") intended and designated for either (a) the common use and enjoyment of only those owners of adjacent or contiguous residential lots, or (b) the general use and enjoyment of some designated residential lot owners and the limited use and enjoyment of other designated residential lot owners. Included in the Limited Common Areas are (i) lot A (Hidden Harbour Lake) in Plat III, lot B (access to Hidden Harbour Lake) in Plat III and the pond (the "Pond") located on certain portions of lots 137-144 and 146-148 in Plat III; (ii) the Additional Parcels; (iii) lot A (Moon Lake) in Plat VII; and (iv) all other areas designated in any one or more of the Plats or in this Declaration as areas intended for the limited common use and enjoyment of designated residential lot owners.

Lot A (Hidden Harbour Lake), lot B (access to Hidden Harbour Lake) and the Additional Parcels are intended and designated (A) for the common use and enjoyment, for all purposes permitted under this Declaration, of all members of the Hidden Harbour Lake Association, i.e., all owners of lots contiguous and adjacent to Hidden Harbour Lake, and (B) for the limited use and enjoyment, for purposes of walking, fishing and swimming only, of all other residential lot owners in Plats II, III and IV.

The right to use and enjoy the Pond shall be limited to the owners of lots 137-144 and 146-148 in Plat III.

The right to use and enjoy lot A (Moon Lake) in Plat VII shall be limited to the adjacent and contiguous lot owners, i.e., the members of the Moon Lake Association as described and identified in Section 4.3.

3.3 Use of Term "Common Areas". As used in this Declaration, the term "Common Areas" shall mean the General Common Areas and/or the Limited Common Areas, as applicable.

3.4 Acknowledgment of Other Rights. It is acknowledged that the owners, from time to time, of certain lakefront condominiums in Plat I and Plat V (the "Lakefront Condominium Owners") and/or the owners of certain other neighboring parcels of land, not subject to this Declaration and not part of the Association, also have the right to the non-exclusive use and enjoyment of Hidden Harbour Lake.

ARTICLE 4 HOMEOWNERS ASSOCIATIONS; ENFORCEMENT

4.1 Hidden Harbour Association. The Developer has caused the Association to be incorporated as a not-for-profit corporation under the laws of the State of Ohio. The owners of all lots in the Subdivision and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by Developer (or its affiliate) of all residential lots in Plats II, III, IV and VI, Developer shall (a) deed and convey to the Association fee simple title to certain of the General Common Areas comprising the East Shoreline Drive and North Shoreline Drive private rights-of-way in Plat II and Lot C (the Hidden Forest Drive, Cove Harbour Drive West, Cove Harbour Drive East and Cove Harbour Drive North private rights-of-way) in Plat III, and (b) by instrument in writing in the nature of an assignment, vest in the Association all of Developer's rights, privileges and powers under this Declaration relating to Plats II, III, IV and VI, except for such rights, privileges and powers as relate to the Limited Common Areas and/or the Developer's payment and performance obligations under Article 6 of this Declaration. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Developer may at any time previous to the sale and conveyance of all of said residential lots at its option so deed and convey the General Common Areas (in whole or in part) to the Association and assign the aforesaid rights, privileges and powers to the Association. From and after such conveyance and assignment, the Association shall (i) have the right to the collection of assessments and disposal of funds as herein provided and shall have the right to enforce all provisions herein in the manner determined by the Association to be for the best interests of the owners of the lots in the Plats, and (ii) assume responsibility for the care, maintenance, upkeep, repair and replacement of the General Common Areas, including but not limited to the payment of taxes and assessments against the General Common Areas, and the securing of insurance with respect to the General Common Areas.

4.2 Hidden Harbour Lake Association. A lake ("Hidden Harbour Lake") is presently located on lot A of Plat III on the Additional Parcels and on certain other adjacent parcels not subject to the Previous Declarations or this Declaration. Access to Hidden Harbour Lake is provided across lot B of Plat III and the Baja. The Developer has created or will create the Hidden Harbour Lake Association, Inc. ("Hidden Harbour Lake Association") for the sole and exclusive purpose of owning and maintaining lot A and lot B of Plat III and the Additional Parcels as Limited Common Areas. The members of the Hidden Harbour Lake Association shall be the record owners of lots 46-78 of Plat II, lots 79, 80 and 82-110 of Plat III and lot 45 of Plat

VI (collectively, the "Hidden Harbour Lake Lots"). The Lakefront Condominium Owners shall also be granted membership in the Hidden Harbour Lake Association. The owners of the Hidden Harbour Lake Lots will have the perpetual non-exclusive right and easement for the use and enjoyment of Hidden Harbour Lake and said lot A, lot B and the Additional Parcels and shall share equally (along with the Lakefront Condominium Owners) in the care and maintenance of same before and after any formal creation of the Hidden Harbour Lake Association and/or any conveyance of said lot A, lot B and the Additional Parcels by the Developer (or other party) to the Hidden Harbour Lake Association.

Until such time as all of the lots in Plats II, III, IV and VI have been conveyed to others by the Developer (or its affiliate), the Developer shall control and operate the Hidden Harbour Lake Association. Upon the sale and conveyance by the Developer or its affiliate of all residential lots in Plats II, III, IV and VI, Developer shall (a) deed and convey lot A, lot B and the Additional Parcels to the Hidden Harbour Lake Association, and (b) by instrument in writing in the nature of an assignment, vest in the Hidden Harbour Lake Association all of Developer's rights, privileges and powers relating to Hidden Harbour Lake, lot A, lot B and the Additional Parcels under this Declaration. The assignment and the aforesaid deed shall be recorded in the office of the Lucas County, Ohio Recorder. The Developer may at any time prior to the sale and conveyance of all of said residential lots in Plats II, III, IV and VI, at its option, so deed and convey lot A, lot B and the Additional Parcels and assign the aforesaid rights, privileges and powers to the Hidden Harbour Lake Association. From and after such conveyance and assignment, the Hidden Harbour Lake Association shall (i) have full power and authority to own, operate, control and maintain lot A, lot B, the Additional Parcels and Hidden Harbour Lake, (ii) have the right to the collection of assessments and disposal of funds as herein provided, (iii) have the right to enforce all provisions herein with respect to the use, improvement, maintenance, operation, repair and upkeep of lot A, lot B, the Additional Parcels and Hidden Harbour Lake, in the manner determined by the Hidden Harbour Lake Association to be for the best interests of the owners of the Hidden Harbour Lake Lots and the other users of lot B and the Additional Parcels, and (iv) assume responsibility for the care, maintenance, upkeep, repair and replacement of lot A, lot B, the Additional Parcels and Hidden Harbour Lake, including but not limited to the payment of taxes and assessments and the securing of insurance with respect to lot A, lot B, the Additional Parcels and Hidden Harbour Lake.

The owners of the Hidden Harbour Lake Lots (and to the extent permitted by applicable law, the owners of the Lakefront Condominium lots) shall be subject to an annual assessment in the amount reasonably established by the Hidden Harbour Lake Association. At the option of the Hidden Harbour Lake Association, from time to time, all other residential lots in Plats II, III and IV shall be subject to an annual assessment by the Hidden Harbour Lake Association equal to not more than one-half (1/2) of the amount of the annual assessment charged to the Hidden Harbour Lake Lots. In the event that any such assessment is not paid when due, the Hidden Harbour Lake Association shall have the right and power to lien the lot owned by the delinquent owner in the same manner and fashion as the Association may do pursuant to Section 5.1 of this Declaration.

The Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby apply to said lot A, lot B, the Additional Parcels and Hidden Harbour Lake:

- (a) Each Hidden Harbour Lake Lot owner shall have the right to use Hidden Harbour Lake for recreational and open

space purposes only, consistent with any rules and regulations adopted by the Developer and/or the Hidden Harbour Lake Association. All residential lot owners in Plats II, III, IV and VI except for the Hidden Harbour Lake Lot owners shall have the right to use Hidden Harbour Lake only for fishing and swimming along the Baja, consistent with any rules and regulations adopted by the Developer and/or the Hidden Harbour Lake Association.

- (b) All uses of Hidden Harbour Lake by any residential lot owner shall be at the sole risk of such owner.
- (c) Under no circumstances shall any residential lot owner have the right to diminish, control or affect the level, volume or amount of water located in Hidden Harbour Lake.
- (d) No owner of any Hidden Harbour Lake Lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's residential lot into Hidden Harbour Lake, whether before, during or after the construction of a residence dwelling on such residential lot.
- (e) The Hidden Harbour Lake Association shall take all reasonable measures to ensure that the level of Hidden Harbour Lake and its shoreline are adequately protected from and against erosion and/or deterioration.
- (f) No jet skis, all terrain vehicles (ATVs), snowmobiles, boats or motorized vehicles or watercrafts of any kind shall be used on Hidden Harbour Lake, except for watercraft with battery operated trolling motors. Notwithstanding anything else contained herein, no such watercraft shall exceed twenty-four (24) feet in length, and only the Hidden Harbour Lake Lot owners and the Lakefront Condominium Owners shall have the right to use such permitted watercraft.
- (g) Pedestrian access to Hidden Harbour Lake by Hidden Harbour Lake Lot owners and Lakefront Condominium Owners shall be only via their own individual Hidden Harbour Lake Lot (or designated portion of Plat I or Plat V of the Hidden Harbour Subdivision, as applicable) or over and across lot B of Plat III and the Baja. Pedestrian access to Hidden Harbour Lake by all other residential lot owners in Plats II, III, IV and VI shall be only via lot B of Plat III and the Baja.

- (h) Notwithstanding anything else contained herein, the Hidden Harbour Lake Association shall have the right, from time to time, to allow persons other than residential lot owners in Plats II, III, IV and VI to use lot B and the Baja for walking, swimming and fishing purposes, on such terms and conditions as may be determined by the Hidden Harbour Lake Association.
- (i) The following additional restrictions shall be applicable to lot B of Plat III and the Baja: (i) only pedestrian uses shall be allowed, and no vehicles of any kind shall be permitted at any time (except on lot B of Plat III, where vehicles shall be allowed for the sole purpose of launching boats and watercraft); (ii) all uses shall occur only during daylight hours; (iii) no alcoholic beverages of any kind shall be permitted; (iv) no fires of any kind shall be started or maintained, except within designated protected areas on the beach; (v) no dogs, cats or other animals of any kind shall be permitted unless on a leash; (vi) no planting or removal of trees, bushes or plant materials shall be permitted; (vii) no children or minors shall be permitted unless accompanied by and supervised by an adult; and (viii) no music shall be played on radios, stereos or other sound reproduction devices, except at authorized Hidden Harbour Lake Association functions.
- (j) Additional rules and regulations governing the use of lot A, lot B, the Additional Parcels and Hidden Harbour Lake (including but not limited to the use and placement of docks and the launching of watercraft by Hidden Harbour Lake Lot owners) may be promulgated from time to time by the Developer, its successors and assigns, and/or the Hidden Harbour Lake Association, and such rules and regulations shall be strictly observed by all residential lot owners (and any other permitted users).

To the extent applicable, the above easements, covenants and restrictions (a)-(j), inclusive, shall also be applicable to the Lakefront Condominium Owners.

4.3 Moon Lake Association. A lake ("Moon Lake") is presently located on lot A of Plat VII. Portions of Moon Lake are also located outside of Hidden Harbour. Lots numbers 156-175 and 177-184 of Plat VII are adjacent and contiguous to said lot A. Lot number 176 of Plat VII has access to said lot A through lot C of Plat VII. The Plat VII Developer will, at such time as it deems advisable, create the Moon Lake Association, Inc. ("Moon Lake Association"). The initial members of the Moon Lake Association shall be the record owners of lots 156-184 of Plat VII ("Moon Lake Lots"). The owners of the Moon Lake Lots will have the perpetual non-exclusive right and easement for the use and enjoyment of Moon Lake and said lot A, and will share equally in the costs of care and maintenance of Moon Lake before and after any formal creation of the Moon Lake Association and/or any conveyance of said lot A by the

Plat VII Developer to the Moon Lake Association. The owners of the Moon Lake Lots will also be responsible for the maintenance, care and insurance of said lot A and the promulgation of rules and regulations covering the use and care of Moon Lake (which shall include, for example, establishment of uniform assessments).

Until such time as all of the residential lots in Plat VII have been conveyed to others by the Plat VII Developer (or its affiliate), the Plat VII Developer shall control and operate the Moon Lake Association. Upon the sale and conveyance by the Plat VII Developer (or its affiliate) of all the residential lots in Plat VII, the Plat VII Developer shall (a) deed and convey lot A of Plat VII to the Moon Lake Association, and (b) by instrument in writing in the nature of an assignment, vest in the Moon Lake Association all of the Plat VII Developer's rights, privileges and powers relating to lot A under this Declaration. The assignment and the aforesaid deed shall be recorded in the office of the Lucas County, Ohio Recorder. The Plat VII Developer may at any time prior to the sale and conveyance of all of said residential lots at its option deed and convey lot A and assign the aforesaid rights, privileges and powers to the Moon Lake Association. From and after such conveyance and assignment, the Moon Lake Association shall (i) have the right to the collection of assessments and disposal of funds as herein provided and shall have the rights to enforce all provisions herein with respect to the improvement, maintenance, operation, repair and upkeep of lot A and Moon Lake, in the manner determined by the Moon Lake Association to be for the best interests of the owners of the Moon Lake Lots, and (ii) assume responsibility for the care, maintenance, upkeep, repair and replacement of lot A, including but not limited to the payment of taxes and assessments and the securing of insurance with respect to lot A.

The Moon Lake Association shall have the power to own, operate, control and maintain lot A and Moon Lake (and/or such other property as the Plat VII Developer decides to convey to the Moon Lake Association) and to assess all owners of the Moon Lake Lots (and/or other owners of property to whom the Plat VII Developer elects to give access privileges to Moon Lake, who will then be assessed a fee determined by the Plat VII Developer to be commensurate with the extent of such privileges given). In the event any such assessment is not paid when due, the Moon Lake Association shall have the right and power to lien the lot owned by the delinquent owner in the same manner and fashion as the Association may do pursuant to Section 5.1 of this Declaration. Without limiting any of the foregoing, the Moon Lake Association shall specifically take all reasonable measures to insure that the level of Moon Lake and its shoreline are adequately protected from and against erosion and/or deterioration.

The Plat VII Developer hereby creates, declares and stipulates that the following easements, covenants and restrictions shall hereby apply to said lot A and Moon Lake:

- (a) Each Moon Lake Lot owner shall have the right to use Moon Lake for recreational and open space purposes only, consistent with any rules and regulations adopted by the Plat VII Developer and/or the Moon Lake Association; provided, however, that any use of Moon Lake shall be at the sole risk of said owner.
- (b) Under no circumstances shall the owner of any Moon Lake Lot have the right to diminish, control or affect the level, volume or amount of water located in Moon Lake.

- (c) No owner of any Moon Lake Lot shall permit any discharge or erosion of soil, dirt, sediment or other materials from such owner's residential lot into Moon Lake, whether before, during or after the construction of a residence dwelling on such residential lot.
- (d) No jet skis, all terrain vehicles (ATVs), snowmobiles, boats or motorized vehicles or watercrafts of any kind shall be used on Moon Lake except for watercraft with battery operated trolling motors. Notwithstanding anything else contained herein, no such watercraft shall exceed sixteen (16) feet in length.
- (e) Pedestrian access to Moon Lake by the Moon Lake Lot owners shall be only via their own individual Moon Lake Lot.
- (f) Additional rules and regulations governing the use of Moon Lake may be promulgated from time to time by the Plat VII Developer, its successors and assigns, and/or the Moon Lake Association, and such rules and regulations shall be strictly observed by all Moon Lake Lot owners.

4.4 Rights and Restrictions for Use of Pond. The owners of lots 137-144 and 146-148 in Plat III ("Pond Lots") will have the perpetual, non-exclusive right and easement for the use and enjoyment of the Pond. The owners of the Pond Lots shall be responsible for, and shall share equally in, the cost of the care, maintenance, repair and insurance of the Pond and the promulgation of rules and regulations covering the same (which shall include, for example, the establishment of uniform assessments and the regulation or prohibition of ice skating and/or ice fishing on the Pond). At all times, the Pond shall be maintained in a first-class condition, free of debris and contamination. The owners of the Pond Lots, at their option, may establish an association to facilitate the activities referred to in this Section 4.4.

4.5 General Prohibition. UNDER NO CIRCUMSTANCES SHALL ANY OF THE LOT OWNERS IN PLATS II, III, IV and VI HAVE ANY RIGHTS OR PRIVILEGES WITH RESPECT TO THE USE AND ENJOYMENT OF MOON LAKE. UNDER NO CIRCUMSTANCES SHALL ANY OF THE LOT OWNERS IN PLAT VII HAVE ANY RIGHTS OR PRIVILEGES WITH RESPECT TO THE USE AND ENJOYMENT OF HIDDEN HARBOUR LAKE. UNDER NO CIRCUMSTANCES SHALL ANY LOT OWNERS (OTHER THAN THE OWNERS OF LOTS 137-144 AND 146-148 IN PLAT III) HAVE ANY RIGHTS OR PRIVILEGES WITH RESPECT TO THE USE AND ENJOYMENT OF THE POND.

4.6 Rules and Regulations. The Developer and/or the Association may, from time to time, adopt reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of Hidden Harbour and for the health, comfort, safety and general welfare of the lot owners in Hidden Harbour.

ARTICLE 5
ASSESSMENTS; LIENS; FINES; ENFORCEMENT

5.1 Assessments and Maintenance Charges. Every lot in Hidden Harbour shall be subject to an annual assessment in the amount established by the Association. The Association shall have a lien perpetually upon the lots in Hidden Harbour to secure the payment of the annual assessment. In default of the payment of such maintenance assessment, a "Notice of Lien" in substantially the following form may be filed and recorded to the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that the Hidden Harbour Association, Inc. claims lien for unpaid annual assessments for the year(s) _____ in the amount of \$ _____ against the following described premises:

(Insert Legal Description)

**HIDDEN HARBOUR
ASSOCIATION, INC.**

By: _____
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, President of the Hidden Harbour Association, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by 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 each residential lot a lien for its costs and expenses in that behalf, 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 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien

thereof. Said charges and assessments shall be levied against all lots in the Subdivision and shall be applied only toward payment of the costs of collection, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Hidden Harbour, including maintenance, repair and upkeep (and purchase of liability insurance) for the roadways, drainage areas, boulevard entrances and other Common Areas, and the management and enforcement of the Association's right and duties under this Declaration.

5.2 Initial Fee. Upon the initial sale of any lot in the Subdivision, the lot purchaser shall pay to the Developer or the Plat VII Developer, as the case may be, an initial fee of One Hundred Dollars (\$100.00) for working capital to pay expenses of maintaining the Common Areas.

5.3 Certification of Status of Payment. Upon the request of any lot owner, the Developer or the Plat VII Developer, or any officer of the Association, as the case may be, shall certify in writing the payment status of any assessments on any lot.

5.4 Enforcement Rights; Fines. The Developer and the Association reserve and are 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 lot upon or as to which said violation or breach exists, and to summarily abate and remove (at the expense of the lot owner thereof) any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and/or the Association, and the Developer and/or the Association shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The lot owner shall immediately reimburse the Developer and/or the Association for any costs incurred in connection with the Developer's and/or the Association's cure, abatement or removal of such violation (including but not limited to attorneys' fees and costs). Any failure to so reimburse the Developer and/or the Association shall give the Developer and/or the Association the right to place (and enforce) a lien, in the same general form as the notice of lien described in Section 5.1 hereof, upon such defaulting lot owner's lot for such costs. A failure of the Developer or the Association 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 thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Developer and the Association (as the case may be) shall at any and all times have the right to enforce the same.

In addition to the foregoing rights, the Developer and its successors and assigns, and the Association shall have the right, to the extent permitted by law, to charge and assess a fine or fines against the owner of any lot in Hidden Harbour who materially violates or breaches any provision of this Declaration and fails to remedy and correct such material violation or breach for a period of thirty (30) days after written notice thereof has been provided to such lot owner by the Developer and/or the Association. The amount of such fine or fines shall be Ten Dollars (\$10.00) per day, or such other reasonable amount as may be established by the Developer and/or the Association from time to time pursuant to the authority of the Developer and/or the Association to establish reasonable rules and regulations in accordance with Section 4.7 hereof. Further, the Developer and the Association shall have the right, to the extent permitted by law, to record in the office of the Recorder of Lucas County, Ohio, a notice of lien in the same general form as the notice of lien described in Section 5.1 hereof, and the Developer or the Association may, at any time and from time to time, proceed by law to collect the fine or

finer then due by foreclosure of said lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees.

ARTICLE 6 CONSTRUCTION AND EASEMENTS

6.1 Construction Work by Plat VII Developer and Developer.

6.1.1 The east line of East Shoreline Drive, as established by Plat II, is immediately adjacent and contiguous to the west line of Plat VII. East Shoreline Drive is currently forty-five (45) feet wide, and the existing asphalt pavement within East Shoreline Drive is twenty (20) feet wide. The Plat VII Developer shall (a) widen East Shoreline Drive, in an easterly direction, by four (4) feet, resulting in a new East Shoreline Drive pavement width of twenty-four (24) foot, (b) construct a new East Shoreline Drive boulevard entrance from Angola Road to Hidden Harbour, and (c) resurface the entire pavement area (both new and old) of East Shoreline Drive. The Plat VII Developer shall widen such roadways with new asphalt pavement in accordance with plans, specifications and drawings (including new drainage plans) approved by all applicable governmental authorities. The Plat VII Developer's construction shall include new drainage catch basins (or other comparable facilities) along East Shoreline Drive which shall be designed and engineered to eliminate or ameliorate the pooling of water along East Shoreline Drive.

6.1.2 The Developer shall pay and contribute Two Thousand Five Hundred Dollars (\$2,500.00) to the Association, to be used by the Association for additional roadway improvements in the Subdivision.

6.1.3 In constructing the new boulevard entrance at the intersection of East Shoreline Drive and Angola Road, the Plat VII Developer shall install an underground sprinkler system and new landscaping, in a manner that is comparable to other first-class subdivisions in Lucas County, Ohio. The Plat VII Developer shall consult with the Association and allow the Association to have reasonable input into the design of such improvements.

6.1.4 During the course of construction, the Plat VII Developer and the Developer will schedule the work and control traffic in such fashion that East Shoreline Drive will remain continuously passable for ingress, egress and access to, from and between the Subdivision and the Angola Road public right-of-way.

6.1.5 The Plat VII Developer and the Developer shall each (i) maintain (or cause its contractors to maintain) liability insurance covering losses and damages resulting from such work, in commercially customary amounts, and (ii) defend, indemnify and hold the Association (and all lot owners) harmless from and against any and all losses, costs, damages, liabilities and expenses (including court costs and reasonable attorney fees) arising or resulting from such work.

6.1.6 All of the above-described construction activities, except final resurfacing, shall be completed by the Plat VII Developer and the Developer not later than four (4) months after the date of this Declaration. The final resurfacing shall be completed on or before that date occurring eight (8) months after the date of this Declaration. In connection with

the above-described work, the Plat VII Developer and the Developer are each hereby granted a temporary non-exclusive work easement, terminating twenty-four (24) months from the date hereof, for the purposes of completing the development and construction work described above.

6.1.7 All sewer, water and utility taps for the lots in Plat VII shall be made by the Plat VII Developer at one time, during the above-described construction period, so that the lot owners along East Shoreline Drive will not be unduly inconvenienced.

6.1.8 The Plat VII Developer and the Developer each warrant and guarantee their respective work, as set forth above, for a period of one (1) year after final completion of such work.

6.2 Boulevard Entrance Improvements. The Association shall construct and install new curbing, landscaping, underground irrigation system, signage and other facilities and improvements to the Subdivision's boulevard entrance from Angola Road to East Shoreline Drive. The Plat VII Developer shall pay and reimburse the Association for Fifteen Thousand Dollars (\$15,000.00) of the cost of such work. In addition, if the total cost of the work exceeds Thirty Thousand Dollars (\$30,000.00), the Plat VII Developer shall make an additional payment and reimbursement (the "Additional Payment") to the Association for one-half (1/2) of the excess of such cost over Thirty Thousand Dollars (\$30,000.00), subject to a maximum Additional Payment by the Plat VII Developer to the Association of Five Thousand Dollars (\$5,000.00).

6.3 Escrow. To secure the Plat VII Developer's payment and performance of its obligations hereunder, the Plat VII Developer has established a construction escrow account (the "Escrow") with Fifth Third Bank, Toledo, Ohio. The Escrow contains funds to be used by the Plat VII Developer to pay for its construction obligations under Section 6.1 and its payment and reimbursement obligations under Section 6.2. The Association has approved the terms and provisions of the Escrow, and the Association is a named party to the agreement establishing the Escrow.

6.4 Easement for Reconstructed Roadway. Developer, the Plat VII Developer and the Association hereby reserve and grant to one another, the mutual and reciprocal right and easement to the use and enjoyment of the new twenty-four foot (24') wide East Shoreline Drive for purposes of ingress, egress and access, by pedestrians and vehicles of every kind and description, to, from and between the Subdivision and the Angola Road public right-of-way.

6.5 General Reservation of Easements. The Developer grants and reserves to itself (and its successors and assigns) and to all present and future owners of lots in Hidden Harbour, a perpetual non-exclusive easement in, through, under, on and/or over (a) those areas designated on the Plats as Easement, Utility Easement, Driveway Easement, Drive, Drainage Easement, Sewer Easement, Access Way, Parking and Sidewalk Easement, Private Roadway Easement, or words of similar import, for the construction, operation and maintenance of private roadways, of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipes, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, and (b) the Common Areas for the use, construction, operation and maintenance of roadways,

driveways, walkways and sidewalks for ingress and egress purposes to lots within Hidden Harbour.

The Developer further reserves the right to grant to public and quasi-public utility companies the non-exclusive right and easement to use such reserved easement areas, including the right to go upon the residential lots from time to time to install, maintain and remove utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation thereof. Unless approved by the Developer, no structure or any part thereof, shall be erected or maintained upon any part of the property in Hidden Harbour, over or upon which easements for the installation and maintenance of such public or private utilities, driveways, drainage facilities, sewer facilities, sidewalks, access ways, parking areas, private roadways or similar improvements will be or have been granted. 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.

The Developer further reserves and creates the following perpetual non-exclusive easements in favor of all record lot owners in Hidden Harbour: the right to use the Hidden Harbour private roadway system, i.e., the General Common Areas, for vehicular and pedestrian ingress, egress and access to, from and between Hidden Harbour and the adjacent public rights of way.

The Developer also reserves perpetual non-exclusive drainage easements over, across, under and upon lot A in Plat III, the Additional Parcels and the Pond, in favor of the Association and in favor of all Lot owners in Plat II, Plat III, Plat IV and Plat VI and their respective heirs, successors and assigns for purposes of storm water drainage and the placement of storm water drainage facilities, and the right from time to time to maintain, repair and replace the same; provided, however, that under no circumstances shall anything other than storm water be permitted to be drained into Hidden Harbour Lake or the Pond from any lot within Hidden Harbour.

No owner of any lot in Hidden Harbour shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any portion of Hidden Harbour without the prior written consent of the Developer or the Association.

6.6 Additional Utility Easement. The Plat VII Developer hereby grants and reserves to and for the benefit of itself, the Association, and all present and future owners of lots in Hidden Harbour, a perpetual non-exclusive easement in, through, under, on and/or over the sixteen foot (16') wide strip of land located immediately adjacent and easterly of East Shoreline Drive, 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 pipes, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances.

6.7 Pond Easement. The Developer reserves and creates over those portions of the Pond Lots covered by the Pond, as the same may change from time to time, a perpetual exclusive easement in favor of the Pond Lot owners to traverse the Pond by non-motorized watercraft, which shall be limited to canoes, rowboats, paddle boats and sailing craft of a maximum 16 (sixteen) feet in length, for purposes of fishing, boating and other recreational uses. Such easement shall at all times be subject to (a) the right of any Pond Lot owner to place within

said easement area docks approved by the Plat II-VI ACC in accordance with Article 2 hereof, and (b) any drainage and/or other utility easements created and/or reserved by Developer pursuant to Plat III or this Declaration. Notwithstanding anything else contained herein, no swimming shall be permitted in the Pond at any time.

6.8 Gated Entrance Easement. The Developer, the Plat VII Developer and the Association hereby reserve and grant to one another, the mutual and reciprocal right and easement for the future construction, operation, maintenance and repair of a gated entrance to Hidden Harbour at the location of the East Shoreline Drive entrance to the Subdivision; provided, however, that such gated entrance shall be constructed only at such time, if any, as the Association may elect to do so; and provided further, that such right and easement shall expire and terminate, if not elected and exercised by the Association, on or before that date occurring three (3) years after the arms-length sale and conveyance of the first lot in Plat VII to a bona fide purchaser.

6.9 Survival of Easements. Notwithstanding any language to the contrary contained herein, the easements reserved and created by Sections 6.4, 6.5, 6.6, 6.7 and 6.8 shall survive any amendment or revocation of the covenants and/or restrictions of this Declaration as provided by Section 7.2.

ARTICLE 7 DURATION OF RESTRICTIONS, AMENDMENTS

7.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Hidden Harbour and all lots in the Subdivision, the Developers, the Association, the Hidden Harbour Lake Association and the Moon Lake Association, and all persons claiming under or through the Developers, the Association, the Hidden Harbour Lake Association and the Moon Lake Association, until the first day of May, 2021 at which time those covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

7.2 Amendments. These covenants and restrictions may be amended or revoked by the then owners of not less than sixty percent (60%) of the residential lots in the Plats, which amendment or revocation shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment or revocation and signed by all necessary approving lot owners with the formalities required by law. Notwithstanding any language to the contrary contained herein, no amendment or revocation of the covenants and/or restrictions of this Declaration shall affect, in any manner, the easements reserved and granted in Sections 6.4, 6.5, 6.6, 6.7 and/or 6.8.

ARTICLE 8 ENFORCEMENT OR RESTRICTION, OTHER GENERAL MATTERS

8.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. The Developers, the Association, the Hidden Harbour Lake Association, the Moon Lake Association, or any person or persons owning any residential lot may pursue, file or prosecute any actions or proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation, fines as described in Section 4.6 (in the case of the

Developer and/or the Association), and all costs, expenses and attorney fees relating to said enforcement activities, actions and/or proceedings.

8.2 Savings Clause. The invalidity of any restriction herein contained or any other provision hereof, or any part of any restriction or provision, by judgment, court order or otherwise, shall not impair or effect in any manner the validity, enforceability or effect of the rest of the restrictions and provisions in this Declaration, which shall remain in full force and effect. To the extent legally enforceable, this Declaration is intended to restate, replace and supersede the Previous Declarations; however, if and to the extent that this Declaration (or any provision or part hereof) shall be declared or found to be invalid or unenforceable by judgment, court order or otherwise, the corresponding provision(s) of the Previous Declarations shall be automatically deemed to remain valid and in full force and effect.

8.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in the Plats shall be made subject to these restrictions.

8.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to the Developer, the Plat VII Developer, the Association, the Hidden Harbour Lake Association, or the Moon Lake Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity to whom such notice is sent.

8.5 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.

8.6 Waiver of Restrictions by Developers. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developers, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plats or of any provision of these restrictions would work a hardship, the Developers may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

8.7 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

8.8 Assignments by Developers. 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 or the Plat VII Developer shall be freely assignable by the respective Developer, in whole or in part, to the designated Association, Hidden Harbour Lake Association or Moon Lake Association, as the case may be, and shall inure to the benefit of all successors and assigns of the Developer and the Plat VII Developer.

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

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

Signed and acknowledged
in the presence of:

Sign here => Andrea B. Henline
Print here=> Andrea B. Henline

Sign here => James H. Kessler
Print here=> James H. Kessler

Signed and acknowledged
in the presence of:

Sign here => Andrea B. Henline
Print here=> Andrea B. Henline

Sign here => James H. Kessler
Print here=> James H. Kessler

Signed and acknowledged
in the presence of:

Sign here => Andrea B. Henline
Print here=> Andrea B. Henline

Sign here => James H. Kessler
Print here=> James H. Kessler

Signed and acknowledged
in the presence of:

Sign here => Joseph A. Rideout
Print here=> JOSEPH A. RIDEOUT

Sign here => Sharon Ann Lawson
Print here=> Sharon Ann Lawson

HIDDEN HARBOUR PARTNERS,
an Ohio general partnership

By: **THOMAS BUILDING CO.,**
General Partner

By: Thomas L. Schlachter Pres
Thomas L. Schlachter, President

By: **HIDDEN HARBOUR
DEVELOPMENT CO.,** General
Partner

By: Robert L. Darne Pres.
Robert L. Darne, President

By: **RGM PROPERTIES, INC.,**
General Partner

By: Richard G. Moses Pres
Richard G. Moses, President

**HIDDEN HARBOUR ASSOCIATION,
INC.,** aka **HIDDEN HARBOUR
HOMEOWNERS' ASSOCIATION,** an
Ohio non-profit corporation

By: Joseph A. Rideout
Its: President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4th day of October, 2001 by Thomas L. Schlachter, President, on behalf of Thomas Building Co., an Ohio corporation, being one of the three general partners of Hidden Harbour Partners, an Ohio general partnership, on behalf of the partnership.

Andrea B. Henline
Notary Public



ANDREA B. HENLINE
Notary Public, State of Ohio
My Commission Expires July 10, 2004

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4th day of October, 2001 by Robert L. Dame, President, on behalf of Hidden Harbour Development Co., an Ohio corporation, being one of the three general partners of Hidden Harbour Partners, an Ohio general partnership, on behalf of the partnership.

Andrea B. Henline
Notary Public



ANDREA B. HENLINE
Notary Public, State of Ohio
My Commission Expires July 10, 2004

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4th day of October, 2001 by Richard G. Moses, President, on behalf of RGM Properties, Inc., an Ohio corporation, being one of the three general partners of Hidden Harbour Partners, an Ohio general partnership, on behalf of the partnership.

Andrea B. Henline
Notary Public



ANDREA B. HENLINE
Notary Public, State of Ohio
My Commission Expires July 10, 2004

Signed and acknowledged
in the presence of:

Sign here => [Signature]
Print here=> TARA J. KESTNER

[Signature]
Mack Moon

Sign here => [Signature]
Print here=> ELAINE M HOFFMAN

[Signature]
Elene Jean Moon

~~STATE OF OHIO~~XXXXXXXXXX
)SS:
~~COUNTY OF LUCAS~~XXXXXXXXXX

~~The foregoing instrument was acknowledged before me this _____ day of
XXXXXXXXXXXXXXXXXXXXXXXXXXXX 2001 by Thomas Schlachter President on behalf of Thomas
BUILDING Co., by Robert L. Dancy President on behalf of Hidden Harbour Development Co. and
by Richard G. Moses, President, on behalf of RGM Properties, Inc., the said Thomas Building
Co., Hidden Harbour Development Co. and RGM Properties, Inc. being all the general partners
of Hidden Harbour Partners, an Ohio general partnership, and all of said general partners acting
on behalf of the partnership.~~

XX
Notary Public

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 20th day of
September, 2001, by Joseph W. Rutherford, the
President, of Hidden Harbour Association, Inc., aka Hidden
Harbour Homeowners' Association, an Ohio non-profit corporation, on behalf of the corporation.

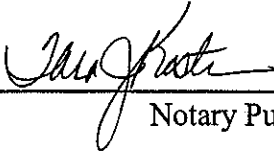
[Signature]
Notary Public



SHARON ANN LAWSON
Notary Public, State of Ohio
My Commission Expires 4-4-04

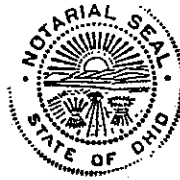
STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 10th day of September, 2001, by Mack Moon and Arlene Jean Moon, husband and wife.



Notary Public

This instrument prepared by:
Joseph A. Rideout
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43624-1573



TARA J. KESTNER
Notary Public - State of Ohio
Commission has no expiration
Section 147.02 RC