CLAYSTONE
PLAT 1

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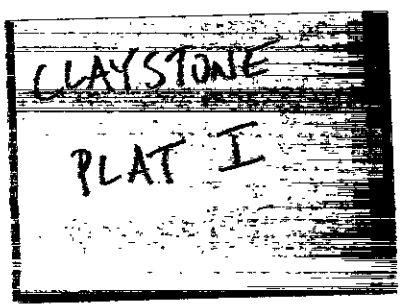

DECLARATION OF RESTRICTIONS

OF

CLAYSTONE PLAT 1

A subdivision in

The Village of Whitehouse

Lucas County, Ohio

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This Declaration of Restrictions is made and adopted by Jack R. Witte (hereinafter called the Developer) and his wife, Cathleen M. Witte, on the day and year hereinafter set forth.

WHEREAS the Developer is the owner in fee simple of the real estate described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR COMPLETE LEGAL DESCRIPTION.

WHEREAS, said real estate is designated on a plat recorded on the 31st day of August, 1988 in Volume 120, Page 51, Lucas County, Ohio, Record of Plats, as CLAYSTONE PLAT I, a subdivision in The Village of Whitehouse, Lucas County, Ohio; and

WHEREAS, the Developer desires to create a general plan for the development of Claystone Plat I, and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes.

NOW, THEREFORE, the Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does hereby declare, covenant and stipulate that all property as shown on the recorded plat of Claystone Plat I shall hereafter be conveyed by the Developer, his heirs, executors, administrators and assigns, subject to the following Restrictions and Conditions:

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ARTICLE I

USE OF LAND

1. Each lot shall be used as a building site for one single family residence and related activities. There shall be no splitting of lots from present size to allow for more than seven (7) single family lots within the plat.

2. No portion of any residential lot or structure therein shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonable disturbing activity shall be carried on upon any part of Claystone Plat I.

3. No lot shall be used for the outdoor storage of automobiles, trucks, tractor trailer rigs, boats, snowmobiles, recreational campers, recreational trailers, trailers, scrap, scrap iron, paper, glass, or any reclamation products or material; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod or dirt other than that incidental to construction of approved structures, shall be removed from said lots without the approval of the Developer, his heirs, executors, administrator and or assigns.

4. The term "front yard" shall mean the open space at grade level between the Cemetery Road right-of-way and the front of any building upon the lot, unoccupied and unobstructed by any portion of a building from the ground upward, except as otherwise provided herein. The front yard shall be used exclusively for walks, open space, drives, lawn and yard, including the growing of trees, shrubberies, plants, and flowers and related ornamentation beautifying the lot, and for no other purpose.

5. No front yard shall be less than seventh-five (75) feet from the Cemetery Road right-of-way; and no front yard shall be greater than one hundred (100) feet from the Cemetery Road right-of-way. No residence, building, garage, out building, or other structure shall be constructed within the minimum required front yard of seventh-five (75) feet.

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Further, no residence building shall be constructed so that the rear of said building extends more than one hundred fifth (150) feet from the Cemetery Road right-of-way.

6. All rubbish and debris, combustibles and non-combustibles shall be stored within the residence, garage, out building or an enclosed structure built for such purposes.

7. All utilities shall be underground commencing from the road right-of-way to service entry.

8. Any truck camper, travel trailer, bus, mobile home, trailer, boat, boat trailer, house trailer, pop-up tent, or other similar housing device, occupied or unoccupied, if stored on any lot within the subdivision, shall be housed within an enclosed building.

9. No fence, swimming pool, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot within Claystone Plat I without the prior written approval of the Architectural Control Committee referred to herein or its successors and assigns. No fence of the "chain link" type shall be permitted on any lot or portion thereof within Claystone Plat I. Further no fence that blocks the scenic view of any adjacent lot in Claystone Plat I shall be permitted. Split rail fencing shall be the preferred fence for Claystone Plat I.

10. No above ground swimming pool shall be allowed within Claystone Plat I. Hot tubs or jacuzzi type pools shall be permitted when incorporated on or within a deck, subject to review of the Architectural Control Committee.

11. No satellite dish type antenna shall be allowed on any lot within Claystone Plat I unless approved by the Architectural Control Committee which committee shall have the right to prohibit the erection of such antenna. If the architectural review committee shall approve a satellite dish type antenna on any lot within this plat, the antenna shall be located at the point on any lot as determined by the architectural review committee. No other antenna of any type shall be permitted on any lot within Claystone Plat I.

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ARTICLE II

APPROVAL OF PLANS

1. Architectural Control Committee:
The Developer, his heirs, executors, administrators and assigns shall act as the Architectural Control Committee to which plans and specifications for structures and buildings, improvements, (including, but not limited to basements, swimming pools, tennis courts, signs, walls, fences, bridges, docks, dams, drive ways and detailed landscaping), must be submitted for examination and approval before any erections or improvements shall be made upon any lot and before any additions, changes or alternations may be made to any structure or other improvement then situated on a lot.

2. Plans:
The aforesaid detailed plans and specifications shall show the size, location type, architectural design, quality, cost, use, material construction, color scheme, paint, and grading plans for the lot and the finished grade elevation thereto and must be prepared by a competent architect or draftsman. Such plans and specifications shall be furnished to the Architectural Control Committee in sufficient numbers so that the committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to himself and to his heirs, executors, administrators and assigns, the right and privilege of assigning or relinquishing his rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as he may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing such assignment or relinquishment, signed by the Developer or by his heirs, executor, administrator, or assigns is filed for record with the Lucas County, Ohio Recorder.

3. Standards:
In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of Claystone Plat I as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the residence

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contemplated in relationship to the residence or proposed residence on contiguous or adjacent lots, its ascetic, artistic and architectural merits, its adaptability for the lot on which it is proposed to be constructed, and such other factors as may be deemed to be in the interest or benefit of the owners of lots in Claystone Plat I as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

4. Living Space:
The living space for each single family residence to be constructed on any lot within Claystone Plat I, shall be determined by the Architectural Control Committee, subject to the minimum standards set forth herein. The living space for each 1 story single family residence shall be a minimum of eighteen hundred (1800) square feet; the living space for each single family resident 1 1/2 story or more shall be a minimum of twenty-two hundred (2200) square feet. Living space does not include garage, basement, storage areas, or any similar areas of the residence. Nothing contained in this paragraph, however, shall restrict the power of the Architectural Review Committee to require greater square feet of living space for any particular residence on a lot where it would be in the best interest and benefit of owners of the lots and of the subdivision as a whole, to increase the minimum square footage of living space set forth herein.

5. Garages:
All garages shall be attached to the resident structure located on the lot so as to become an integral part of the structure. No garage nor any addition thereto shall be erected or constructed until the same has been reviewed and approved by the Architectural Control Committee. All garage doors shall be of a side load configuration so as not to face Cemetery Road.

6. Out Building:
Each available lot within the subdivision shall be allowed a maximum of one out building. The out building shall not exceed 700 square feet of grade floor area and may not extend into the front yard area. The location, style, height, color and construction of any out building shall be subject to the review and approval of the Architectural Control Committee.

7. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall

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hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Claystone Plat I.

8. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the improvements without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

ARTICLE III

CLAYSTONE PLAT I LOT OWNERS ASSOCIATION

1. The owners of lots in Claystone Plat I and all persons who hereafter acquire title to such lots, shall automatically be members of the Claystone Plat I Lot Owners Association, hereinafter called the "Association" and shall be entitled to all rights and privileges of such membership and subject to all the duties and obligations thereof as set forth in this Declaration of Restrictions of Claystone Plat I. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Claystone Plat I Lot Owners Association shall be appurtenant to and may not be separated from ownership of any residential lot and shall automatically transfer membership to the transferee of said lot. The purpose of this Association is to act for the Developer upon his assignment of duties referred to in these Declarations including his duties as Architectural Control Committee and also to elect directors to the Claystone Lake Association as referred to in these Declarations.

2. Each member of the Association shall be entitled to one vote for each residential lot owned. The Developer shall be entitled to one (1) vote for each lot not yet conveyed by him for as long as he holds title to any lot in Claystone Plat I. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and the vote such residential lot shall be exercised by the owners as determined among themselves, but no more than one (1) vote may be cast with respect to any one (1) residential lot. It is not the obligation of the

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Association to determine the authority of the member casting such a vote.

3. The Association shall act in the capacity of the Developer as it pertains to Article II, Approval of Plan, after all seven (7) lots placed on Plat I have been fully developed with a single family dwelling unit and satisfactory completion of any other construction or improvement projects under review by the Developer at that time. The filing of notice of transfer by the Developer with the Lucas County Recorder's Office assigning his duties as Architectural Control Committee to the Claystone Plat I Lot Owners Association shall be sufficient to vest authority in the Lot Owners Association for this purpose.

4. The Association shall also have the right to participate in the election of directors to the Claystone Lake Association Board of Directors. When four (4) lots within Claystone Plat I are sold and conveyed by the Developer, the Association shall then have the right to elect one director to the Claystone Lake Association Board of Directors. This director shall serve a maximum term of two years, the first term beginning January 1st of the year of his or her election. The Association shall also have the right to participate in the election of one Director-at-Large to the Claystone Lake Association Board of Directors, subject to the Declaration of Restrictions of Claystone Lake Association of Claystone Plats I, II, and III recorded in Mortgage Record 88 1370A01, Lucas County, Ohio Records.

5. Meetings of the Claystone Plat I Lot Owners Association may be called by any three (3) lot owners. Notice of such meeting must be given to each lot owners of record at least one (1) week in advance of any meeting. Decisions by the Association shall be made by a majority of the lot owners of record.

6. The Association shall have the power and authority to implement minor improvements within the subdivision for the benefit and enjoyment of all of the lot owners within the subdivision. In order to accomplish this purpose, the Association shall have the power to levy an annual assessment in such an amount as may be annually determined by the Association. This assessment shall be in addition to any assessment that might be levied by the Claystone Lake Association Board of Directors. All assessment shall be prorated equally to all lot owners. The assessment shall be determined by an annual budget established by the Lot Owners Association and the assessment shall be due and payable

by May 1st of each year. The Association shall also be responsible for the collection of all assessments. The Association is hereby granted the right to place a lien upon any lot within Claystone Plat I in order to secure the payment of any past due assessment. Payment of the assessment shall be the obligation of the owner or the joint and several obligation of the owners of each lot when the same comes due and payable. The Claystone Plat I Lot Owners Association, by and through its designated representative, including an attorney at law on their behalf, may file a notice of lien for such assessment with the Lucas County Recorder's Office setting forth the amount of the assessment and the period of which the assessment applies, and proceed to collect the same by foreclosure of said lien or by other judicial processes; together with recovery of all costs, expenses, and attorney fees incurred in the collection thereof. Said lien shall be subordinate to any mortgage placed upon the lots.

ARTICLE IV

EASEMENTS

1. The Developer reserves to himself, the exclusive right to grant consents, easements, and right-of-ways for the construction, operation and maintenance of electric lines, telephone and telegraph poles, wires and conduits, including underground facilities for electricity, water, gas, sewer, cablevision, and other utilities, conduits and facilities, on, over, below or under all the areas designated as "utility easement", "sewer easement", or with words of similar import on said Plat of Claystone Plat I and along and upon all highways now existing or hereafter established and abutting all the lots in said Claystone Plat I. Developer also reserves to himself, the right to go upon or permit any public utility company to go upon the lots in said Claystone Plat I from time to time to install and maintain said equipment, and to trim trees shrubberies which may interfere with a successful and convenient operation of said equipment. No building or other structures or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easements", "sewer easements", or words of similar import upon said recorded Plat of Claystone Plat I.

2. No owner of any lot in Claystone Plat I shall have the right to reserve or grant any easement or right-of-way

over or upon any of the lots in said Claystone Plat I without the written consent of the Developer.

3. Developer intends to construct a lake to be known as Claystone Lake of approximately five (5) acres which lake shall have a boundary common to Claystone Plat I and to other lands which shall be accessible to the owners of lots platted in Claystone Plat I.

4. There is hereby established a construction easement over, on, below and under the west seventy-five (75) feet of lots one (1) through seven (7) in Claystone Plat I for the purpose of constructing the lake referred to above. The construction easement shall include the right to remove soil from the lot and to undertake the construction of the lake. The seventy-five (75) foot construction easement shall be abandoned upon completion of the lake and in no event shall extend beyond January 1, 1990.

5. Upon completion of the lake referred to herein, Developer hereby reserves to himself, his heirs, executors, administrators and assigns and to the Claystone Lake Association a walkway easement of fifteen (15) feet in width from the high water mark of Claystone Lake for the entire perimeter of said lake. This easement area shall be for lake access and for pedestrian traffic for the owners of lots within Claystone Plat I, Claystone Plat II, and Claystone Plat III and for their family members, guests, permitees, and agents. The easement shall be subject to rules and regulations of the Claystone Lake Association. No lot owner within Claystone Plat I shall obstruct this easement through fences or otherwise, or construct any structure on the easement which would prevent access to the lake or obstruct walkway traffic.

6. There is hereby reserved over the west ten (10) foot of lot numbers 5 and 6 an easement to permit access to Claystone Lake for the benefit of the owners of lots 5, 6 and 7 within Claystone Plat I, their family members, guests, agents and invitees. This 10 foot walkway easement shall not be obstructed and shall be subject to the rules and regulations of the Claystone Lake Association.

7. There is hereby reserved along the North fifteen (15) feet of Lots 4 and 7 a utility easement for the construction, maintenance, and operation of utilities to be constructed in said easement area.

8. No structures, or any parts thereof, shall be erected or maintained over or upon any part of the areas designated as easements herein.

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9. It is hereby reserved unto the Developer, his heirs, executors, administrators and assigns an easement on the entire lake water surface of Claystone Lake for the use and enjoyment of all Claystone Lake Association members and the owners of all lots within Claystone Plat I, II and III, their family members, guests and permittees. The use of Claystone Lake will be subject to the rules and regulations of the Board of Directors of Claystone Lake Association as published from time to time.

ARTICLE V

DURATION OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Claystone Plat I and shall be binding upon the Developer and all persons claiming under or through the Developer until January 1, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and conditions contained herein may be terminated as of January 1, 2000, and may be amended or terminated thereafter with the written approval of the owners of all seven (7) of the lots in Claystone Plat I upon the filing of an instrument signed by all of the owners of record of all the lots in said Claystone Plat I with the Recorder of Lucas County, Ohio.

ARTICLE VI

ENFORCEMENT OF RESTRICTIONS

1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in full force and affect shall be unlawful. The Developer, the Architectural Control Committee, the Claystone Lake Association, or any person or persons owning a lot within Clayston Plat I may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction 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.

2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Claystone Plat I shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

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3. All transfer and conveyances of each and every lot in Claystone Plat I shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owners of a lot in Claystone Plat I or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

5. The rights, privileges, and powers granted by this Declaration of Restrictions to, and/or reserved by, the Developer shall be assignable and shall insure to the benefit of the administrators, executors, and assigns of the Developer.

6. Each lot owner, by acceptance of a Deed to a lot in Claystone Plat I agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of Claystone Plat I, or of the yard requirements stated herein or of any other provisions of these reservations and restrictions would work a hardship, Developer may, in writing, modify these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

7. The Developer and/or the Architectural Control Committee shall have the right to construe and interpret these restrictions, and its construction and interpretation, in good faith, shall be final and binding as to all person and properly benefited or bound by such restrictions. Failure by the Developer and/or the Architectural Control Committee or any person to proceed with enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

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IN WITNESS WHEREOF, Jack R. Witte, the Developer herein, and his wife, Cathleen M. Witte, have caused this Declaration of Restrictions to be executed on this 13th day of September 1988.

Jack R. Witte

Cathleen M. Witte

Signed and acknowledged in the presence of:

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 13th day of September 1988, by Jack R. Witte, to me known to be the person described herein, as Developer and sole owner for the purposes set forth herein.

NOTARY PUBLIC
THOMAS T. SCHELL, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration
date, Section 147.03 R.C.

88 1370C04

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledge before me this 13th day of September, 1988, by Cathleen M. Witte, wife of Jack R. Witte, to me known to be the person described herein for the purposes set forth herein.

Thomas T. Schell
NOTARY PUBLIC

THOMAS T. SCHELL, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration
date, Section 147.03 R.C.

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EXHIBIT A

LEGAL DESCRIPTION
CLAYSTONE PLAT I

Beginning at an iron bolt at the Northeast corner of the Northeast quarter (1/4) of Section 35, then South 0°00'00" West (assumed bearing for the purposes of this description) on the East line of said Section and the centerline of Cemetery Road, one thousand one hundred twenty and zero hundredths (1120.00) feet to a point, thence North 89° 34'10" West, thirty and zero hundredths (30.00) feet to a point on the West right-of-way line of Cemetery Road and the centerline of Disher Ditch; thence North 53° 28'00" West in the centerline of said ditch, one hundred thirty and sixty-seven hundredths (130.67) feet to a point, thence South 46° 41'00" West in the centerline of said ditch, one hundred sixty-six and thirty hundredths (166.30) feet to a point, thence South 65° 33'00" West in the centerline of said ditch, one hundred thirty and seventy-two hundredths (130.72) feet to a point, thence leaving the centerline of said ditch and bearing North 0° 00'00" East, one thousand two hundred thirteen and zero hundredths (1213.00) feet to a concrete monument on the North line of said Section 35, thence South 89° 34'10" East on the said North line of Section 35, three hundred forty-five and zero hundredths (345.00) feet to an iron pin on the West right-of-way line of Cemetery Road, thence continuing South 89° 34'10" East on the same line, thirty and zero hundredths (30.00) feet to the point of beginning. Containing 9.673 acres of land more or less.

RECEIVED & RECORDED
SEP 19 1988 3 55 pm
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

36.00

Schell + Schaefer Box

88 1370C06

CLAYSTONE PL 1

EX REC
POST ✓

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NOTICE OF TRANSFER
CLAYSTONE PLAT 1
LUCAS COUNTY, OHIO
VILLAGE OF WHITEHOUSE

Now comes the Developer herein, Jack R. Witte, pursuant to paragraph 3 of Article III of the Declaration of Restrictions of Claystone Plat I, a subdivision in the Village of Whitehouse, Lucas County, Ohio, and does hereby assign his duties as Architectural Control Committee to Claystone Plat I to Claystone Plat I Lot Owners Association. More than seven (7) lots have been developed and sold within Claystone Plat I and as a result, the duties of the Architectural Control Committee should be assigned to the Lot Owners Association.

The original Declaration of Restrictions for Claystone Plat I were recorded in the office of the Lucas County Recorder, mortgage record 88-1370A01 and 88-1370B04.

WITNESSES:

Amy J. Whalen

Beth M. Swisher

Jack R. Witte, Developer

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing Notice of Transfer of the duties of the Architectural Control Committee of Claystone Plat I was acknowledged before me this 2d day of December, 1993, by Jack R. Witte, to me known to be the person described herein, as Developer of said Claystone Plat I, for the purposes set forth herein.

Suzanne M. Rozek
Notary Public

SUZANNE M. ROZEK
Notary Public, State of Ohio
Comm. Exps. 7-16-94

This Instrument Prepared By:
Thomas T. Schell, Esq.
SCHELL & SCHAEFER
200 Toledo Legal Bldg.
416 North Erie Street
Toledo, Ohio 43624
(419) 244-4933

14.00

RECEIVED & RECORDED
DEC 08 1993
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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