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DECLARATION OF RESTRICTIONS
OF
CLAYSTONE LAKE ASSOCIATION
OF
CLAYSTONE PLATS I, II, AND III

The Village of Whitehouse
Lucas County, Ohio
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 sole owner of the following lands:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREBIN, AND

WHEREAS, the Developer desires to develop the lands described in Exhibit 1 above in phases into three (3) separate plats known as Claystone Plat I, Claystone Plat II, and Claystone Plat III, and

WHEREAS, the legal description for Claystone Plat I shall be as follows:

SEE EXHIBIT 2 ATTACHED HERETO AND INCORPORATED HEREBIN, AND

WHEREAS, the legal description for Claystone Plat II shall be as follows:

SEE EXHIBIT 3 ATTACHED HERETO AND INCORPORATED HEREBIN, AND

WHEREAS, the legal description for Claystone Plat III shall be as follows:

SEE EXHIBIT 4 ATTACHED HERETO AND INCORPORATED HEREBIN, AND
WHEREAS, Developer intends to construct a lake to be known as Claystone Lake of approximately five (5) acres on the land described in Exhibit I, which lake shall have a boundary common to Claystone Plats I, II, and III and shall be accessible to the owners of lots to be platted in said Plats, and

WHEREAS, Developer desires to establish a general plan for the development, constructions, maintenance, and use of Claystone Lake and to establish restrictions upon the manner of use, maintenance, improvement, and enjoyment of the said Lake by owners of lots in Claystone Plats I, II, and III, and

WHEREAS, Developer anticipates that Claystone Plat I will be developed with seven (7) dwelling units, having its own lot owners association, and

WHEREAS, Developer anticipates that Claystone Plat II will be developed with a minimum of twenty (20) dwelling units, having its own lot owners association, and

WHEREAS, Developer anticipates that Claystone Plat III will be developed with a minimum of eight (8) dwelling units, having its own lot owners association, and

WHEREAS, Developer intends to establish an easement fifteen (15) feet in width around the entire perimeter of said Lake. The purpose of said easement shall be for walking traffic and access to Claystone Lake, to enhance the use and enjoyment of said Lake for all lot owners of lots in Claystone Plat I, II, and III, and

WHEREAS, Developer desires to apportion the future costs associated with the construction, maintenance, improvement, and use of the lake.
of Claystone Lake and all easements to said Lake to each dwelling unit within each plat on an equal basis;

NOW THEREFORE, Developer, in consideration of the enhancement in the value of Claystone Plate I, II, and III, by the construction of Claystone Lake, the establishment of Claystone Lake Association and the adoption of the restrictions hereinafter set forth, does for himself and his heirs, executors, administrators, and assigns, hereby declare, covenant and stipulate that all lots and development land within Claystone Plate I, II, and III of the Village of Whitehouse, Lucas County, Ohio shall hereinafter be conveyed by him, his heirs, executors, administrators and assigns, subject to the following:

ARTICLE I
THE ASSOCIATION

1. Establishment of Association:

Developer does hereby establish the Claystone Lake Association of Claystone Plat I, Claystone Plat II and Claystone Plat III. The purpose of this Association is to maintain, improve, promote, and regulate the use of Claystone Lake and its easements for the benefit of the lot owners of Claystone Plats I, II, and III.

2. Membership in the Association:

A. All the owners of lots in Claystone Plats I, II, and III and all persons who hereinafter acquire title to any of said subdivisions shall automatically become members of the Claystone Lake Association and shall be entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in this Declaration of Restrictions of the Claystone Lake Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of

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an obligation. Membership shall be appurtenant to
and may not be separated from ownership of any lot
and transfer of title of a lot shall automatically
transfer membership in the Claystone Lake
Association to the transferee.

B. Until such time as the land referred to as
Claystone Plat III is finally platted, the
Developer shall serve as the lot owners association
of Claystone Plat III for purposes of electing
representatives to the Claystone Lake Association
Board of Directors.

3. Voting Rights:

A. Each member of the Association shall be entitled to
one (1) vote for each residential lot owned. When
more than one person holds an ownership interest in
any lot, all persons holding such ownership
interest shall be exercised as the owners determine
among themselves, but no more than one (1) vote may
be cast with respect to any one (1) lot. It is not
the obligation of the Association to determine the
authority of the member casting such a vote.

B. The Developer, his heirs, executors, successors or
assigns, shall retain one vote for each lot titled
in his name for as long as he holds title to any
lot in either Claystone Plat I, II, or III.

C. Until such time as the land referred to as
Claystone Plat III is finally platted, the
Developer shall hold voting rights in the amount of
eight (8) votes.

ARTICLE II

BOARD OF DIRECTORS

A. Composition:

1. The Board of Directors shall initially be composed
of the Developer, Jack R. Witte, and Harlan E.
Reichle, and Charles F. Witte.

2. When four (4) lots are sold and conveyed by the
Developer in Claystone Plat I, the members of
Claystone Plat I Owners Association may elect one
Director from the Lot Owners Association of Plat I

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to be added to the Board.

3. When fifty (50) percent of all lots are sold and conveyed by the Developer in Claystone Plat II, the members of Claystone Plat II Lot Owners Association may elect two (2) Directors from the Lot Owners Association of Plat II to be added to the Board.

4. When fifty (50) percent of all lots are sold and conveyed by the Developer in Claystone Plat III, the members of Claystone Plat III Lot Owners Association may elect one Director from the Lot Owners Association of Plat III to be added to the Board.

5. When ninety (90) percent of all lots are sold and conveyed by the Developer in Claystone Plat I, II, and III, the elected Directors may elect one Director-at-Large from the Lot Owners Association of Claystone Plats I, II, and III to be added to the board.

6. All Directors elected by the lot owners Associations shall serve a term of a maximum of two (2) years beginning January 1 of the year of their election.

7. The Director-at-Large shall serve a term of a maximum of three (3) years beginning February 1 of the year of election.

8. At no time shall the Board of Directors of Claystone Lake Association consist of more than five (5) persons. Therefore, as Directors are elected by the lot owners, the Developer shall dismiss appointed Directors so that the total number of Directors does not exceed five (5).

9. Election of subsequent Directors shall take place at a time and place determined by each association's by-laws, prior to the expiration of the Director's term.

B. Duties:

1. The Board of Directors of Claystone Lake Association are hereby vested with the sole power on behalf of the owners of lots in Claystone Plat I, II, and III to promulgate reasonable rules and regulations from time to time as to the use, maintenance and improvement of Claystone Lake and all easements connected with said lake, including
the adoption of general and uniform rules restricting or limiting the use thereof by owners of lots and their family members, guests, or invitees.

2. The Board of Directors shall have the right to enforce all rules and regulations contained herein, and those established by the Board from time to time without prejudice to the individual rights of any lot owner in Claystone Plat I, II, and III to also directly pursue any legal or equitable remedies. Failure of the Board of Directors to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or subsequent violations.

3. The Board of Directors shall have power to assess uniform costs and to collect and distribute all assessment proceeds in a conscientious manner.

4. None of the Directors of this Board shall have any right to compensation for services performed.

ARTICLE III

ANNUAL BOARD MEETING

1. An Annual Board Meeting shall be held on the first Tuesday in April of each year at a time and place determined by the Board of Directors. Notice of such meeting should be mailed to each member of the Lake Association at least two (2) weeks in advance of said meeting date. Such notice should be mailed to the last known address of each member. Failure to give notice shall not invalidate any action by the Board.

2. Two members of the Board of Directors or thirty (30) percent of the members of the Associations may call a special meeting of the Board.

ARTICLE IV

ASSESSMENT OF OWNERS

1. The purpose of any assessments levied by the Claystone Lake Association shall be to promote the use, enjoyment, and maintenance of Claystone Lake and all easements connected with said lake.
2. Each and every owner of a lot and/or dwelling unit in Claystone Plats I, II, and III may be assessed an annual assessment and any special assessment in such an amount as may be determined by the Directors of Claystone Lake Association. All assessments shall be prorated equally to all lot owners.

3. Until such time as the land known as Claystone Plat III is finally platted the Developer shall be subject to an assessment of eight (8) lots.

4. The annual assessment for each calendar year shall be determined by an annual budget established by the Board of Directors and shall be due and payable by May 1 of each year. The annual assessment for the calendar years 1989 and 1990 shall not be greater than $25.00 per lot or dwelling unit.

5. Special assessments may be levied by the Board of Directors from time to time as necessary.

6. The Board of Directors shall be responsible for the collection of all assessments. The Board of Directors is hereby granted the right to place a lien upon any of the lots in Claystone Plat I, II, and III 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 becomes due and payable. Said Board of Directors by and through its secretary, may file a notice of lien for such assessments with the Lucas County Recorder setting forth the amount of the assessment and the period for which it applies and proceed to collect the same by foreclosure of said lien or by other judicial process; together with recovery of all costs, expenses, and attorney fees incurred in connection with the collection thereof. Said lien shall be subordinate to any mortgage placed upon the lots.

ARTICLE V
ESTABLISHMENT OF EASEMENTS

1. There shall be an easement of fifteen (15) feet in width around the entire perimeter of such lake area. This area shall be for lake pedestrian traffic and access to the lake by lot owners, their family members, guests, permittees and agents. This easement area and any other easements in Claystone Plats I, II and III which provide access to the lake shall be subject to rules and regulations of the Board of Directors of the Claystone Lake Association as published from time to time. No lot owners shall obstruct traffic on these easements through fences or otherwise.
2. There shall be an easement on the entire Lake water surface for the use and enjoyment of all Claystone Lake Association members, their family members, guests, and permittees. The use of Claystone Lake and the pedestrian access easements shall be subject to the rules and regulations of the Board of Directors of Claystone Lake Association as published from time to time.

WITNESSETH:

[Signatures]

STATE OF OHIO  
county of Lucas  

The foregoing Declaration of Restrictions was signed and acknowledged before me, a notary public, this 13th day of September, 1988, by Jack R. Witte, as Developer and sole owner for the purposes set forth herein.

[Signature]

NOTARY PUBLIC

THOMAS T. SCHELL. Attorney at Law

Notary Public, State of Ohio

My commission has no expiration date, Section 147.03 R.C.
STATE OF OHIO      
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.

[Signature]
NOTARY PUBLIC

THOMAS T. SCHEL, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date, Section 147.03 R.C.
EXHIBIT 1

LEGAL DESCRIPTION

A parcel of land being a part of the Northeast quarter (1/4) of the Northeast quarter (1/4) of Section 35, Town 7 North, Range 9 East, Waterville Township, Lucas County, Ohio and which is more particularly described as follows:

Beginning at an iron bolt at the Northeast corner of said Section 35, thence South 0° 00' 00" West (assumed bearing for the purpose of this description) on the East line of said Section 35, 1320.45 feet to a railroad spike at the Southeast corner of the Northeast quarter (1/4) of the Northeast quarter (1/4) of the Northeast quarter (1/4) of said Section, thence South 89° 58' 32" West on the South line of the Northeast quarter (1/4) of the Northeast quarter (1/4) of said Section, 1317.52 feet to a point at the Southwest corner thereof, thence North 0° 07' 20" West on the West line of the Northeast quarter (1/4) of the Northeast quarter (1/4) of said Section, 983.65 feet to an iron pipe, thence North 74° 58' 00" East, 109.08 feet to an iron pin, thence North 35° 34' 00" East, 113.29 feet to a point on the present right-of-way line of Westerly Road, thence North 67° 47' 10" East on said right-of-way line, 594.97 feet to a point on the North line of said Section 35, thence South 89° 34' 10" East on the said North line of Section 35, 592.84 feet to the point of beginning. Containing 37.44 Acres of land more or less.
EXHIBIT 2
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.
EXHIBIT 2
LEGAL DESCRIPTION
CLAYSTONE PLAT II

A parcel of land being a part of the Northeast quarter (1/4) of the Northeast quarter (1/4) of Section 35, Town 7 North, Range 9 East, Waterville Township, Lucas County, Ohio and which is more particularly described as follows:

Commencing at an iron bolt at the Northeast corner of said Section 35, thence North 89°34'10" West along the North line of Section 35, a distance of 375.00 feet to the Point of Beginning thence South 0°00'00" West (assumed bearing for the purpose of this description) parallel to the East line of said Section 35, 616.00 feet to a point, thence North 89°34'10" West parallel to the North line of Section 35, 884.07 feet to a point, thence North 0°07'20" West parallel to the West line of the Northeast quarter (1/4) of the Northeast quarter (1/4) of said Section, 285.29 feet to a point, thence North 74°58'00" East, 46.99 feet to an iron pin, thence North 38°34'00" East, 113.29 feet to a point on the present right-of-way line of Weckerly Road, thence North 67°47'10" East on said right-of-way line, 594.97 feet to a point on the North line of said Section 35, thence South 89°34'10" East on the said North line of Section 35, 217.84 feet to the point of beginning. Containing 10.278 Acres of land more or less.
"EXHIBIT 4"

LEGAL DESCRIPTION

That part of the Northeast 1/4 of the Northeast 1/4 of Section 35, Town 7 North, Range 9 East, in the Village of Whitehouse, Lucas County, Ohio, bounded and described as follows:

Commencing at an iron bolt at the northeast corner of the Northeast 1/4 of said Section 35; thence South 00°-00'-00" West, along the East line of the Northeast 1/4 of said Section 35, (said line also being the centerline of Cemetery Road), a distance of 1,120.00 feet to the Point of Beginning; thence continuing South 00°-00'-00" West, along the East line of the Northeast 1/4 of said Section 35, a distance of 200.45 feet to its intersection with the south line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 89°-58'-32" West, along the south line of the Northeast 1/4 of the Northeast 1/4 of said Section 35, a distance of 1,017.52 feet to its intersection with the west line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence North 00°-07'-20" West, along the west line of the Northeast 1/4 of the Northeast 1/4 of said Section 35, a distance of 983.65 feet to its intersection with the southeasterly Right-of-Way line of Weckerly Road as presently dedicated; thence North 74°-59'-00" East, along the southeasterly Right-of-Way line of said Weckerly Road, a distance of 62.09 feet to a point; thence South 00°-07'-20" East, along a line parallel to the west line of the Northeast 1/4 of the Northeast 1/4 of said Section 35, a distance of 285.29 feet to a point; thence South 09°-34'-10" East, along a line parallel to the north line of the Northeast 1/4 of the Northeast 1/4 of said Section 35, a distance of 894.07 feet to its intersection with the west line of Claystone Addition Plat One, as recorded in Volume 120, Page 51, Book of Plats, Lucas County, Ohio Records; thence South 00°-00'-00" West, along the west line of said Claystone Addition Plat One, a distance of 597.00 feet to the southwest corner of said Claystone Addition Plat One; thence North 65°-33'-00" East, along the southerly line of said Claystone Addition Plat One, a distance of 130.72 feet to a point; thence North 46°-41'-00" East, along the southerly line of said Claystone Addition Plat One, a distance of 164.30 feet; thence South 53°-20'-00" East, along the southerly line of said Claystone Addition Plat One, a distance of 130.67 feet to its intersection with the west Right-of-Way line of said Cemetery Road; thence South 89°-34'-10" East, a distance of 20.00 feet to its intersection with the east line of the Northeast 1/4 of said Section 35, said point also being the Point of Beginning.

Said parcel contains 17.468 Acres of Land being subject to Legal Highways and easements and restrictions of record.

Bearings used hereon are based upon an assumed meridian and are for the express purpose of denoting angular measurement.

Prepared By:

Ralph T. Williams
Registered Surveyor #5704

"EXHIBIT 4"
DECLARATION OF RESTRICTIONS
OF
CLAYSTONE PLAT III

A subdivision in
The Village of Whitehouse
Lucas County, Ohio
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 HEREBIN FOR COMPLETE LEGAL DESCRIPTION.

WHEREAS, said real estate is designated on a plat recorded on the 25th day of October, 1991 in Volume 130, Page 27, Lucas County, Ohio, Record of Plats, as CLAYSTONE PLAT III, 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 III, 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 III shall hereafter be conveyed by the Developer, his heirs, executors, administrators and assigns, subject to the following Restrictions and Conditions:
ARTICLE I

USE OF LAND

1. Each lot shall be used only 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 eleven (11) 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 III.

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 Claystone Court 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, shrubbery, plants, and flowers and related ornamentation beautifying the lot, and for no other purpose.

5. No front yard shall be less than forty (40) feet from the Claystone Court right-of-way. No residence, building, garage, out building, or other structure shall be constructed within the front yard.
6. Lot eleven (11) shall have a front yard not less than seventy-five (75) feet from the Cemetery Road right-of-way; and a front yard not greater than one hundred twenty-five (125) feet from the Cemetery Road right-of-way. No residence, building, garage, out building, or other structure shall be constructed within the "front yard" as defined herein.

7. 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.

8. All utilities shall be underground.

9. 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.

10. 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 III 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 III. Further no fence that blocks the scenic view of any adjacent lot in Claystone Plat III shall be permitted. Split rail fencing shall be the preferred fence for Claystone Plat III.

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

12. No satellite dish type antenna shall be allowed on any lot within Claystone Plat III unless approved by the Architectural Control Committee which committee shall have the right to prohibit the erection of such antenna. If the architectural control 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 control committee. No other antenna of any type shall be permitted on any lot within Claystone Plat III.

13. The term "side yard" shall mean the open space at grade level between the sidewall line of a building and the sideline of the same lot.
14. No side yard shall be less than fifteen (15) feet and the aggregate of both side yards shall be not less than forty (40) feet. Lot #1 shall have a 30' side yard set back from the northerly boundary of said lot.

15. No residence, building, garage, out building, or other structure shall be constructed within the minimum side yard.

ARTICLE II

APPROVAL OF PLANS

1. Architectural Control Committee:
   The Developer, Jack R. Witte, his heirs, executors, administrators and assigns shall act as the Architectural Control Committee to which plans, plot 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 erection or improvements shall be made upon any lot and before any additions, changes or alterations may be made to any structure or other improvement then situated on a lot. No structure or improvement shall be erected, changed, or improved without the prior written approval of the Architectural Control Committee or its assigns.

2. Plans:
The aforesaid detailed plans, plot plans, and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme, paint, grading plans and landscape plans for the lot and the finished grade elevation thereto and must be prepared by a competent architect or draftsman. Such plans, plot plans, and specifications shall be furnished to the Architectural Control Committee in sufficient numbers so that the committee may retain a true copy thereof 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 Recorder's office, Lucas County, Ohio.
3. Standards:
In requiring the submission of detailed plans, plot plans, and specifications as herein set forth, the Developer has in mind the development of Claystone Plat III as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans, plot plans, and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the residence contemplated in relationship to the residence or proposed residence on contiguous or adjacent lots, its aesthetics, artistic and architectural merits, its adaptability for the lot on which it is proposed to be constructed, the location of the building on the lot and its special relationship to other buildings on lots in the subdivision, and such other factors as may be deemed to be in the interest or benefit of the owners of lots in Claystone Plat III as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest. Nothing contained in these regulations shall restrict the power of the Architectural Control Committee to require greater front yard or side yard setback than the minimums set forth herein.

4. Living Space:
The living space for each single family residence to be constructed on any lot within Claystone Plat III, shall be determined by the Architectural Control Committee, subject to the minimum standards set forth herein. The living space for each single family residence to be constructed on any lot within Claystone Plat III shall be determined by the Architectural Control Committee, subject to the minimum standards set forth herein. The living space shall be a minimum of twenty-five hundred (2500) 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 Claystone Court.
6. Out Building:
Each available lot within the subdivision shall be allowed a maximum of one out building. The out building shall not exceed 500 square feet of grade floor area and may not extend into the front yard or minimum side yards. 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 hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Claystone Plat III.

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 III LOT OWNERS ASSOCIATION

1. The owners of lots in Claystone Plat III and all persons who hereafter acquire title to such lots, shall automatically be members of the Claystone Plat III 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 III. 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 III 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 III. 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 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 Plans, after all eleven (11) lots within Plat III 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 III 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 five (5) lots within Claystone Plat III are sold and conveyed by the Developer, the Claystone Plat III Lot Owners 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 Claystone Plat III Lot Owners 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 88-1370A02, Lucas County, Ohio Records.

5. Meetings of the Claystone Plat III Lot Owners Association may be called by any three (3) lot owners. Written notice of such meeting must be given to each lot owner 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 Claystone Plat III Lot Owners 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 assessments of the Claystone Plat III Lot Owners Association shall be prorated equally among all lot owners. The assessments shall be determined by an annual budget established by the Claystone Plat III 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 III 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 III 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. Nothing contained herein shall prohibit the Lot Owners Association of Claystone Plat III from levying a special assessment for extraordinary purposes which benefit the subdivision as a whole.

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 III and along and upon all highways now existing or hereafter established and abutting all the lots in said Claystone Plat III.
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 III 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 III.

2. No owner of any lot in Claystone Plat III 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 III without the written consent of the Developer.

3. 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, permittees, and agents. The easement shall be subject to rules and regulations of the Claystone Lake Association. No lot owner within Claystone Plat III 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.

4. There is hereby reserved along the North fifteen (15) feet of Lot 1 of Claystone Plat III, a walkway easement for the benefit of the owners of lots within Claystone Plat III. Said walkway easement shall provide access to Claystone Lake and to the walkway easement around Claystone Lake.

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

6. It is hereby reserved unto the Developer, his heirs, executors, administrators and assigns an easement on and over 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 and the walkway easement around it shall 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 III 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 pertaining to Claystone Plat III, may be terminated as of January 1, 2000, and may be amended or terminated thereafter with the written approval of the owners of all the lots of record in Claystone Plat III upon the filing of an instrument signed by all of the owners of record of all the lots in said Claystone Plat III with the Recorder of Lucas County, Ohio. Nothing contained herein, however, shall terminate nor abridge the authority granted to the Claystone Lake Association of Claystone Plats I, II and III.

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 effect shall be unlawful. The Developer, the Architectural Control Committee, the Claystone Lake Association, or any person or persons owning a lot within Claystone Plat III 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 III shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All transfers and conveyances of each and every lot in Claystone Plat III 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 III 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.

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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. The current
address of the Developer, Jack M. Witte is:

6170 Cemetery Road
P.O. Box 2715
Whitehouse, Ohio 43571

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 III 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
III, 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.

-11-
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 26th day of November 1991.

Jack R. Witte
Cathleen M. Witte

Signed and acknowledged in the presence of:

Susan Eads
Jeffrey L. Chamberlin

STATE OF OHIO  }  ss:
COUNTY OF LUCAS  }

The foregoing instrument was acknowledged before me this 26th day of November 1991, by Jack R. Witte, to me known to be the person described herein, as Developer and sole owner for the purposes set forth herein.

Anne M. Rozek
Notary Public

Community Expiration 7-16-94

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STATE OF OHIO    }
COUNTY OF LUCAS    }

The foregoing instrument was acknowledged before me this 4th
day of NOVEMBER, 1991, by Cathleen M. Witte, wife of Jack R.
Witte, to me known to be the person described herein for the purposes
set forth herein.

NOTARY PUBLIC

SUSE ROUX
RECEIVED & RECORDED
FEB 10 1992
RECORDE, LUCAS COUNTY, OHIO

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