LA POMMERAIE

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DECLARATION OF RESTRICTIONS
AS TO
LA POMMERAIE
A part of the River Tract 40, Village of Waterville, Lucas County, Ohio

THIS DECLARATION OF RESTRICTIONS is made and adopted by H.E. Reiche Inc., an Ohio Corporation, (hereinafter called the "Developer") on the day and year hereinafter set forth.

WHEREAS, the Developer is the owner in fee simple of all of the lands described as follows:
All that part of River Tract 40, Town I, United States Reserve, in the Village of Waterville, Lucas County, Ohio, which is bounded and described as follows:
Beginning at the intersection of the centerline of Farnsworth Road and Waterville-Monclova Road; thence North 00°-26'-15" East along the centerline of Waterville-Monclova Road, a distance of 478.90 feet to a point, said point being on the Southerly line of LA BELLE VIE CONDOMINIUM, a Condominium recorded in No. 78-999-D09; thence South 89°-50'-44" East along the Southerly line of the aforementioned LA BELLE VIE CONDOMINIUM, a distance of 427.30 feet to a point on the westerly line of Lot 49 in Crestwood Manor; thence South 00°-26'-15" West along the westerly line of said Lot 49 in Crestwood Manor, a distance of 100.00 feet to the southwest corner of said Lot 49 in Crestwood Manor; thence South 00°-26'-31" West along the westerly line of a parcel of land conveyed in No. 156-D10 Lucas County Deed Records, a distance of 417.42 feet to a point on the centerline of Farnsworth Road; thence South 03°-17'-31" West along the centerline of Farnsworth Road, a distance of 460.78 feet to the point of BEGINNING. Containing 4.560 acres of land, more or less.

WHEREAS, such property is designated on a plat recorded in Volume 106, Pages 67 & 68, of the Lucas County, Ohio Record of Plats as La Pomméraie, part of River Tract 40, Village of Waterville, Lucas County, Ohio; and

WHEREAS, the Developer desires to establish a general plan for the development of La Pomméraie and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in the 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, Developer hereby does declare, covenant and stipulate that all property as shown on the recorded plat of La Pomméraie shall hereafter be conveyed by Developer and its successors and assigns subject to the following restrictions, covenants and conditions.

1.
ARTICLE I

USE OF LAND

Section 1: Nature of Improvements. No single-family dwelling unit as hereinafter defined in Section 3 of this Article or garage shall be erected, placed or maintained on any lot, other than original construction by, or on behalf of Developer, except in a manner approved by the Board of Directors of the Homeowners' Association or the Architectural Control Committee as established in Article II prior to the commencement of the construction as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Said approval shall be in writing. Approval shall be based upon submission of satisfactory plans and specifications providing such detail as may be reasonably required. Upon approval, such plans and specifications must be strictly adhered to throughout the construction and any proposed modification or amendment to said plans and specifications must meet further approval as specified above prior to implementation. Such improvement to any lot must further meet the restrictions as herein contained.

Section 2: Residential Lots. All of the lots located and shown on the recorded plat of La Pommerais shall be referred to as "residential lots". No structure shall be erected, placed or maintained on any residential lot other than a single family dwelling unit (as hereinafter defined in Section 3 of this Article) of not less than one thousand fifty five (1,055) square feet of living area having a private entrance as well as a private attached garage. Such single-family dwelling unit shall not exceed two (2) stories in height with one private attached garage for not more than two (2) cars as approved by the Board of Directors or the Architectural Control Committee. There shall be no other buildings of any kind erected, placed or built on any residential lot in the subdivision.

Section 3: Single-family Residential Dwelling. Defined. The term single-family residential dwelling as it is used in this Declaration of Restrictions is defined to include the nuclear family and the extended family. Included within the term extended family, as used herein, are grandparents, parents, and grandchildren.

Section 4: Size and Number of Residential Lots. The subdivision shall consist of not more than thirty-two (32) residential lots. Each residential lot shall contain not less than two thousand nine hundred seventy and no hundredths (2970.00) square feet. No more than one single family residence shall be permitted on any residential lot and no residential lot shall be split and/or combined.

Section 5: Private Roadway. Lot number thirty-three (33) as shown on the plat and designated thereon as a Private Roadway will remain as such and will not be dedicated to public use. Lot number thirty-three (33) referred to as Private Roadway, abuts lots numbered thirteen through thirty-one (13-31) inclusive. Upon conveyance of each and every lot numbered thirteen through thirty-one (13-31), inclusive, from the Developer there will be conveyed an undivided one-twentieth (1/20) interest in lot number thirty-three (33). Such undivided one-twentieth (1/20) interest in lot number thirty-three (33) is not a severable interest from the lot to which it abuts and it cannot be conveyed, devised or otherwise transferred separately from the lot to which it abuts.

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undivided interest in lot number thirty-three (33) is not
and exclusive ownership right, but joint ownership with each
and every residential lot owner of lots numbered thirties
through thirty-two (32-33), inclusive. No owner of any
residential lot numbered thirties through thirty-two
(32-33), inclusive, may erect, place or maintain in any
shape or form any obstruction which would in any way inhibit
the free use of and access to said lot number thirty-three
(33) as a private roadway. Said lot number thirty-three
(33) shall be kept open and unobstructed for the use of all
persons as a roadway for ingress to and egress from the
public highways to the individual residential lots abutting
thereon.

Section 6. Use Restrictions. No building or
structure shall be erected or placed and no portion of any
residential lot shall be used for any use or purpose other
than residential purposes. No noxious or offensive
activities shall be carried on upon any part of the sub-
division, nor shall anything be done within the subdivision
which may be or become an annoyance or nuisance in the
subdivision. No well for gas, water, oil or any other
substance shall at any time be erected, placed or maintained
on any of the residential lots other than a well for water
for recreation or maintenance purposes which shall have
first been approved in writing by the Architectural Control
Committee or the Board of Directors of the Homeowners'
Association. No lot shall be used for the storage of auto-
mobiles, trailers, scrap, scrap iron, water, paper, glass
or any other reclamation products or material except that during
the period while a structure is being erected upon any
residential lot, building materials to be used in the
construction of such structure may be stored therein, provided
however, that any building materials not incorporated into
said structure within ninety (90) days after its delivery to
such residential lot shall be removed therefrom.

Section 7. Completion of Structures. All structures
must be completed by the owner within six (6) months following
the commencement of construction. No sod, dirt or gravel
shall be placed upon any lot except that incidental to the
construction of approved structures shall be removed from residential lots without
approval of the Board of Directors of the Homeowners'
Association or Architectural Control Committee.

Section 8. Construction and Sale Period. Notwith-
sanding any provisions contained herein to the contrary, it
shall be expressly permissible for the Developer to maintain,
during the period of construction and sale of lots, upon any
portion of the Properties which the Developer owns, such
facilities as in the sole opinion of the Developer may be
reasonably required, or be convenient or incidental to the
construction and sale of the residential lots, including,
but without limitation, storage areas, signs, model residences,
construction offices, sales offices and business offices.

Section 9. Animals. No animals, livestock or
poultry of any kind shall be kept, bred or maintained on any
residential lot except that dogs, cats, or other household
pets may be kept, provided they are not kept, bred or
maintained for commercial purposes and further that they be
subject to any rules and regulations adopted by the Homeowners'
Association and the Ordinances of the Village of Waterville.

Section 10. Waste Disposal. No residential lot

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shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers or other equipment for the storage or disposal of such material and shall be kept in a clean and sanitary condition.

Section 11: Fences. No fence of a metal or chain link construction may be erected or maintained on any part of any residential lot within the subdivision. Ornamental or decorative fences may be erected and/or maintained only with the prior written approval of the Homeowners' Association or the Architectural Control Committee, however, no such fence shall be erected or maintained over any easement area as now provided or as may be granted in the future.

Section 12: Signs. No sign of any character whatsoever shall be erected, placed, posted or otherwise displayed on or about the residential lot without the prior written approval of the Homeowners' Association, and the Homeowners' Association shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

Section 13: Leasing. No single-family residence or part thereof, unless the same is owned by the Homeowners' Association, shall be leased or used for transient or hotel purposes, which is defined as (i) a lease for any period less than six (6) months, (ii) a lease under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, but no service, and similar services; or (iii) a lease to roomers or boarders, that is, leasing to one or more persons of a portion of a single-family residence only. No lease may be of less than an entire single-family residence. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Homeowners' Association, and shall provide that the failure by the lessee to comply with the lawful rules and regulations shall be a default under the lease. A copy of each lease of a single-family residence shall be provided to the Board of Directors prior to the date of the commencement of the tenancy under that lease.

Section 14: Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications.

Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the subdivision, shall be suitably housed within the owners' attached garage. Additionally, no automobile or truck which is inoperative, not currently licensed or under repair shall be kept or stored on any residential lot in the subdivision unless suitably housed within the owners' attached garage.
ARTICLE II
ARCHITECTURAL CONTROL.

No building, fence, wall or other structure, except original construction of buildings by or on behalf of the Developer, shall be commenced, erected or maintained upon the residential lots, nor shall any exterior addition to or change or alteration thereof, other than those submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners' Association, or by an Architectural Control Committee composed of three representatives appointed by the Developer. All materials in the appearance or the color of any part of the exterior of a residential dwelling including but not limited to awnings and patio covers, shall be deemed a change thereto and shall require written approval thereof as above provided.

Upon transfer of all residential lots in the subdivision by the Developer, such Architectural Control Committee shall be terminated as above provided for and all the responsibilities thereof will be transferred to the Board of Directors of the Homeowners' Association.

ARTICLE III
LA POMERANE HOMEOWNERS' ASSOCIATION

Section 1: Establishment of Association. The Association has been formed to be and serve as the Homeowners' Association of La Pomerane. The Developer is presently the sole member of the Association.

Section 2: Membership in Association. All the owners of residential lots in La Pomerane, and all persons who hereafter acquire title to a residential lot in said subdivision, shall automatically become members of the Homeowners' 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 the recorded plat, this Declaration of Restrictions, and the Article and Code of Regulations of the Homeowners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any residential lot, and transfer of a residential lot shall automatically transfer membership to the transferee.

Section 3: Voting Rights. Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one (1) vote for each residential lot owned. 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 for such residential lot shall be exercised as the owners determine among themselves, but no more than one vote may be cast with respect to any one residential lot. Where only one of two or more owners of a residential lot casts the vote, it is not the obligation of the Homeowners' Association to determine the authority of the member casting such vote.
Section 4: Board of Directors. The Board of Directors shall initially be composed of three persons named as the Directors by the Developer, or such other persons as may from time to time be substituted by the Developer. No later than the time when twenty-five per cent (25%) of the residential lots (eight (8) residential lots) have been sold and conveyed by the Developer, the number of Directors will be increased to five (5). Within thirty (30) days after twenty-five per cent (25%) of the residential lots have been sold and conveyed, the Directors shall meet and elect the Five Directors as follows: the Developer, other than the Director, shall elect two of the Directors and the Developer shall designate the other three Directors. All Directors elected shall have the right to select one or more Directors or to vote in an election of Directors. If the Developer waives its right to select one or more Directors or to vote in an election of Directors, the membership shall meet and elect the members of the Board otherwise to have been selected by the Developer.

Section 5: Delegation of Authority; Professional Management. The Board of Directors may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment or reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by the Homeowners' Association for either cause on thirty (30) days' written notice; and shall be terminable at any time, without penalty, on
thirty (30) days' written notice shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude the Developer, or any other entity designated by the Developer, from being employed as managing agent. The managing agent, or the Board of Directors, if there is no managing agent, shall have the authority to enter into contracts with the Developer or one or more other firms or corporations affiliated with the Developer for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the residential lot owners at the time entered into under the circumstances then prevailing and are terminable by the Homeowners' Association, without cause and without penalty, on ten (10) days written notice.

Section 6: Annual Meeting. Annual meetings will be held at the time and place determined by the Board of Directors. Notice of such meeting will be mailed to each member of the Homeowners' Association at least two weeks in advance of said meeting date. Such notice shall be mailed to the last known address of each member.

ARTICLE IV

ASSESSMENT OF OWNERS

Section 1: Annual Assessment. Each and every residential lot and residential lot owner in La Pommerefe shall be subject to an annual assessment in such an amount as may be annually determined by the Homeowners' Association. The assessments for each calendar year shall be determined by the Homeowners' Association prior to the end of the preceding calendar year, shall become a lien against each residential lot on the first day of the year in which it is due and shall be payable to the Homeowners' Association on or before February one (1) of each year for such calendar year. Such annual assessment may be charged in monthly installments if so established by the Board of Directors, and payment will then be due on the fifteenth (15) day of each month. The Homeowners' Association shall have a perpetual lien upon the residential lots in the subdivision to secure the payment of the assessment and each such assessment shall be the personal obligation of the owner (or the joint and several obligation of the owners) of each residential lot when the same becomes due and payable.

Section 2: Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in said subdivision.

Section 3: Effect of Nonpayment of Assessment. Remedies of the Association. If any assessment or installment thereof is not paid within fifteen (15) days after it is due, a notice of lien in substantially the following form may be filed and recorded in the lien records of the Office of the Recorder of Lucas County, Ohio:
NOTICE OF LIEN

Notice is hereby given that La Pommeraie Homeowners' Association claims a lien for unpaid monthly (annual) assessment for the month (year) (s) in the amount of $ ______________________ against the following described premises:

(Legal Description)

La Pommeraie Homeowners' Association

By: _____________________________

President

State of Ohio

County of Lucas

The foregoing instrument was acknowledged before me this ______ day of ______, 20____ by _____________________________ President of La Pommeraie Homeowners' Association, on behalf of the Association.

Notary Public

In the event any assessment is not paid within fifteen (15) days after its due date, the Homeowners' Association may proceed by the process of law to collect the amount due by foreclosure of the above described liens, or against the owner(s) personally obligated to pay the same, or both. The Homeowners' Association shall also be entitled to recover and have and enforce against each residential lot and residential lot owner, a lien for its costs and expenses in such actions, including attorney's fees.

An owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his residential lot.

Section 4: Subordination of the Lien to Mortgages.

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 the foreclosure of any first mortgage shall extinguish the lien of all assessments which became due prior to the date of such sale or transfer.

Section 5: Application of Assessments.

(A) Private Roadway.

As provided in Article I, Section 5, at the time seventy-five (75%) percent of Lots numbered thirteen (13) through thirty-two (32) inclusive, are sold by the developer, all responsibility for maintenance and upkeep shall be transferred to the Homeowners' Association and all maintenance, and all other costs of whatever kind or nature, including but not limited to repair and repaving costs, shall thereafter be assessed proportionately to only the then owners of residential lots numbered thirteen (13) through thirty-two (32) inclusive, who also jointly own the undivided whole Private Roadway.

Additionally, each owner of residential lots numbered thirteen
through thirty-two (32) shall be equally assessed for the cost of the maintenance of a liability insurance policy on said lot number thirty-three (33)/Private Roadway as provided in Article VIII, Section 3.

(b) All Other Assessments

All other assessments shall be levied against each and every residential lot owner in La Pomeraie benefited from the service and/or improvement performed. Such assessments shall be applied toward the payment of the following costs and expenses, if any:

(i) Landscaping, gardening, snow removal, repair and replacement of utility easement areas and the facilities and equipment located thereon.

(ii) Operation and maintenance of utility easement areas and furnishings and equipment used in connection therewith.

(iii) Employment of services and personnel required for the maintenance or operation of the utility easement areas and facilities located thereon, including legal and accounting services, and to enforce, if necessary, the terms and conditions of the Declaration of Restrictions, the Code of Regulations of the Association and any violation or infractions thereof.

(iv) Repair, repainting and maintenance of all driveways in the subdivision.

(v) Repair, replacement and maintenance of all front walks.

ARTICLE V

PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as part of the original construction of the residential dwellings on the lots and placed on the dividing line between said lots, and any wall replacing the same, shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of Ohio law regarding Party Walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be shared equally by the Owners of each residential dwelling using such party wall, provided, however, that to the extent the need for repair or maintenance is caused by or results from acts or failure to act of one of the owners, residents, or invitees of any one such residential lot owner, whether or not there was negligence or a willful act, the owner of that dwelling shall be solely responsible for the cost of such repair and maintenance.

Section 3: Construction and Repair. In all construction and repair work due precaution and care shall be taken not to damage the property of the owner of the residential dwelling sharing said party wall.

Section 4: Destruction by Fire or Other Casualty. If the party wall is destroyed or damaged by fire or other casualty, the owner of either of the residential dwellings sharing said party wall may restore it, and if the owner of the other residential dwelling sharing said party wall thereafter makes use of the wall, such owner shall contribute to the cost of restoration, thereof in equal proportion, without prejudice, however, to the right of one owner, to call for a
larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions, or the right of the party restoring the same to reimbursement from insurance.

Section 5: Right to Contribution Runs with Land.
The right of one owner to contribution from the other owner under this item shall be appurtenant to the land and shall pass to such owners' successors in title.

Section 6: Arbitration. In the event any dispute shall arise concerning a party wall under the provisions of this Article, the owners of the lots affected shall be deemed to have agreed to submit to arbitration under Chapter 2711 of The Ohio Revised Code and the decision of the arbitrators shall be binding upon the parties. Upon demand of either party the dispute shall be submitted to three arbitrators. Each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators. The place of arbitration shall be agreed upon by the arbitrators.

ARTICLE VI
JOINT DRIVEWAYS

Section 1: Joint Driveway. The following residential lots have been so designated and will be so constructed so as to have joint driveways; these residential lots being lots numbered two (2) and three (3); lots numbered six (6) and seven (7); lots numbered ten (10) and eleven (11); lots numbered fourteen (14) and fifteen (15); lots numbered eighteen (18) and nineteen (19); lots numbered twenty-six (26) and twenty-seven (27); and lots numbered thirty (30) and thirty-one (31). The centerline of each of the above described joint driveways will be approximately on the property line dividing these residential lots. That part of the driveway that is constructed on each residential lot shall be used for pedestrian and vehicular ingress to and egress from the dwelling unit on the corresponding half to the adjacent public highway or private roadway as such is set forth on the recorded plat thereof. No barrier, fence, or other obstruction shall be constructed or maintained on any joint driveway, nor shall any vehicles be parked thereon in such a way as to impede the owners' right of ingress and egress.

Section 2: Repair and Maintenance of Joint Driveways. The Homeowners' Association shall be responsible for the maintenance, repair and repaving of all joint driveways constructed in said Subdivision as provided in Article VI, Section 2.

Section 3: Cost of Repair and Maintenance of Joint Driveways. The cost of said maintenance, repair, and repaving of the joint driveways incurred by the Homeowners' Association shall be assessed to the owners of the residential lots sharing the joint driveways as enumerated in Section 1 of this Article. Said assessment will be levied in accordance with Article IV and each residential lot owner will be assessed proportionately for the costs incurred in the maintenance, repair and repaving of his, her or its portion of said joint driveway.
ARTICLE VII
MAINTENANCE

Section 1: Maintenance by Owners. The owner of each residential lot shall furnish and be responsible for, at his/her own expense, all the maintenance, repairs, decorating and replacements within his residence, including the heating and air conditioning systems, all mechanical fixtures and equipment, and any partitions and interior walls. He/she further shall be responsible for the maintenance, repair and replacement of all windows in his/her residence, all doors and storm doors leading into residence, garage doors, wood decks, patios, service walks, and any and all other maintenance, repair and replacements of the improvements on his/her residential lot unless otherwise provided herein.

To the extent that equipment, facilities and fixtures within any lot shall be connected to similar equipment, facilities or fixtures affecting or serving other lots, then the use thereof by the Owner of such lot shall be subject to the rules and regulations of the Homeowners' Association. The authorized representatives of the Homeowners' Association or Board of Directors or the manager or managing agent for the Homeowners' Association shall be entitled to reasonable access to any lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other lots.

Section 2: Maintenance of All Driveways. The Homeowners' Association shall be responsible for the maintenance, repair and repaving of all driveways in the subdivision. The Homeowners' Association shall maintain said driveways at all times in such a manner as to provide ingress and egress, both pedestrian and vehicular, from each dwelling unit to and from a public highway and/or private roadway as set forth on the recorded plat of La Pomerale.

Section 3: Maintenance of Lot Number Thirty-three (33)/Private Roadway. The Developer shall be responsible for all maintenance, repair, repaving and the costs incurred therein of said lot number thirty-three (33)/Private Roadway until such time as seventy-five per cent (75%) of the lots numbered thirteen through thirty-two (13-32) are sold. At such time as seventy-five per cent (75%) of the lots numbered thirteen through thirty-two (13-32) are sold by the Developer then the Homeowners' Association shall assume the responsibility for all maintenance, repair and repaving of said lot number thirty-three (33)/Private Roadway. The cost incurred by the Homeowners' Association for said maintenance, repair and repaving shall be assessed as provided in Article IV, Section 8(A).

Section 4: Exterior Maintenance Obligation of Homeowners' Association with respect to Residential Lots. In addition to maintenance of all driveways, the Homeowners' Association shall provide exterior maintenance upon each residential lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, lawns, shrubs, trees, privacy fences and snow removal from all driveways, the private roadway as established on the plat, and all front and service walks. Such exterior maintenance shall not include glass surfaces, doors and doorways, storm doors, windows and window frames.

In the event that the need for maintenance of repair is caused through the willful or negligent act of the owner,

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his family, guest, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residential lot is subject.

In no event shall the exterior maintenance obligation of the Homeowners' Association include the landscaping, whether for new or replacement trees, plants, shrubs or flowers, of any residential lot in said subdivision.

ARTICLE VIII

INSURANCE

Section 1: Insurance. Each residential lot owner shall obtain and at all times maintain insurance for the improvements on his owner's lot against loss or damage by fire, lightning and other such hazards as are ordinarily insured against in fire and extended coverage policies issued on residential dwellings in Ohio, in amounts at all times sufficient to prevent the residential lot owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provisions, and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundations, footings, and excavations, as determined from time to time by the insurer.

This insurance shall (a) contain or have affixed the standard mortgage loss payable endorsement in favor of the holder of first mortgage lien on each of the residential lots; (b) provide that the owners' of the residential dwellings joined by a party wall and the Homeowners' Association shall receive no less than (30) days written notice prior to cancellation of the insurance, and the opportunity to cure defaults and to pay premiums, and (c) be obtained from a fire insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VII. or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide.

Each residential dwelling owner(s) shall provide to the owner of the residential dwelling with which it shares a party wall, to its mortgagee, and to the Homeowners' Association a memorandum copy or other written evidence of the insurance policy so obtained, and evidence of payment. In the event that any of the above described residential lot owners shall fail to obtain or maintain such insurance in effect, the other party owner or other owners of the four attached lots may obtain the same, and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall immediately upon payment thereof be due and owing by the residential lot owner of the lot for which such insurance was obtained by the other owner or owners. Failure at any time of a residential lot owner to provide evidence of such insurance to the other residential lot owner(s) shall be conclusive evidence to the other residential lot owner(s) that such insurance is not being maintained and entitle such residential lot owner(s) to require the same.

Section 2: Damage or Destruction. In the event the improvements on a residential lot shall suffer damage or destruction, the insurance proceeds payable by reason hereof, subject to the prior rights of any mortgagees, shall be utilized to pay the cost of repair, restoration, or reconstruction, and, if the proceeds from such insurance
are insufficient to pay such cost, the repair, restoration, or reconstruction shall be made, in any event, and the deficiency paid by the residential lot owner of the lot on which such improvements were damaged or destroyed. Should such residential lot owner fail or refuse after reasonable notice to pay such deficiency or undertake such repair, restoration or reconstruction, the residential lot owner of the lot with which that lot is paired or the owners of the residential lots with which it is joined may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the residential lot owner failing to undertake such work or pay the cost thereof.

Section 3: Insurance on lot number thirty-three (33)/Private Roadway. Until such time as seventy-five per cent (75%) of the lots numbered thirteen through thirty-two (13-32) are sold by the Developer, the Developer shall obtain and at all times maintain liability insurance for lot number thirty-three (33)/Private Roadway. At such time as seventy-five per cent (75%) of lots numbered thirteen through thirty-two (13-32) are sold by the Developer then the Homeowners' Association shall maintain the liability insurance for lot number thirty-three (33)/Private Roadway in an amount reasonable to protect all owners of said lot. All owners of residential lots numbered thirteen through thirty-two (13-32) inclusive shall be assessed equally for the cost of maintaining said insurance policy.

ARTICLE IX
PROMENADE

Section 1: Reservation of Easements. Developer reserves to itself, its successors and assigns, the exclusive right to grant easements and rights of way for the construction, operation and maintenance of electric light, television, cable, and conduits, cablevision, and for drainage sewers, water and any other facilities and utilities deemed necessary or convenient by the Developer or its successors or assigns for services to the subdivision on, over, below or under all the areas designated on the recorded plat of La Pommerie as "Utility Easements" or with words of similar import, and along and upon all highways now existing or hereinafter established and abutting all the residential lots in the subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such easements. No structure, or any part thereof or fence, shall be erected or maintained over or upon any part of the areas designated as "Utility Easements" or areas designated with words of similar import on the plat. It is expressly permissible for the providing utility company, and each lot owner, to forcibly enter a dwelling on a lot, with which that owner's lot is joined, in an emergency endangering life or property. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns or the Homeowners' Association.
ARTICLE X
OTHER GENERAL MATTERS

Section 1: Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to the Developer or to the Homeowners' Association 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 the Homeowners' Association as such address appears on the applicable public record.

Section 2: Developer's Rights Assignable. Interpretation of Restrictions. The rights, privileges and powers granted to and/or reserved by Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignee by Developer shall be in writing and shall be recorded in the office of the Recorder of Lucas County, Ohio. Developer 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 persons and property benefited by such restrictions.

Developer reserves the right to relinquish its right to construe and interpret these restrictions by written instrument delivered to the Homeowners' Association whereupon all rights with respect thereto shall thereafter be exercised by the Homeowners' Association.

Section 3: Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been adopted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

ARTICLE XI
DURATION OF RESTRICTIONS, AMENDMENTS, AND ENFORCEMENT THEREOF

Section 1: Duration of Restrictions. These covenants and restrictions shall run with the land and be binding thereon for a period of twenty-five years from the date this Declaration is recorded, at which time these covenants and restrictions, shall be automatically extended for successive periods of ten (10) years.

Section 2: Amendments. These covenants and restrictions may be amended with written approval of the then owners of not less than seventy-five per cent (75%) of the residential lot owners in La Ponderale, which amendment must be signed by all approving residential lot owners with the formalities required by law and filed with the Recorder of Lucas County, Ohio. These covenants and restrictions may be terminated after five (5) years and may be amended or terminated thereafter with the written approval of the owners of not less than eighty per cent (80%) of the residential lots in La Ponderale upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3: Enforcement of Restrictions. Any violation or attempt to violate any of the covenants or restrictions here set forth shall be unlawful and the Developer, the Homeowners' Association or any person or
persons owning any residential lot shall have the right by any proceeding at law or in equity to enforce all restrictions, conditions, easements and reservations, set forth herein or in the Homeowners’ Association rules or regulations, as they may be promulgated. Failure by the Developer, the Homeowners’ Association or by any owner of any residential lot 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 a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation or easement.

Section 4: Saving Clause. Invalidation of any of the restrictions herein contained by judgment, court order, legislative act or amendment heretofore by act of the owners of residential lots in La Pommerale shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

Section 5: Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in La Pommerale shall be made subject to this Declaration of Restrictions.
IN WITNESS WHEREOF, H.E. Reichle, Inc., an Ohio Corporation, has caused this Declaration of Restrictions to be executed on its behalf by Harlan E. Reichle, President, this 23rd day of October, 1984.

Signed and acknowledged in the presence of:

H.E. REICHLIE, Inc., an Ohio Corporation

By: [Signature]

[Stamp]

STATE OF OHIO 
COUNTY OF LUCAS

Before me, a Notary Public, in and for said county, personally appeared the above H.E. Reichle, Inc., an Ohio Corporation, by Harlan E. Reichle, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal, at Toledo, Ohio, this 23rd day of October, 1984.

[Stamp]

This instrument prepared by:
H.E. Reichle, Inc.

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ACCORDA LUCAS COUNTY, OHIO

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