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DECLARATION OF RESTRICTIONS
AS TO
LAC DU CLAYSTONE

THIS DECLARATION OF RESTRICTIONS is made and adopted by
H. E. Reichle, Inc., an Ohio corporation (hereinafter referred
to as 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:

LOTS NUMBERS ONE (1) THRU TWENTY-FIVE (25) INCLUSIVE IN LAC DU CLAYSTONE
A SUBDIVISION IN THE VILLAGE OF WHITEHOUSE LUCAS COUNTY, OHIO.

WHEREAS, such property is designated on a plat recorded in
Volume 124, Pages 81 and 82, of the Lucas County, Ohio
Record of Plats as Lac Du Claystone, a development in the Village
of Whitehouse, Lucas County, Ohio, and

WHEREAS, the Developer desires to establish a general plan
for the development of Lac Du Claystone and to establish restric-
tions 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, the Developer does hereby declare, covenant and stipulate that all property as shown on the recorded plat of Lac Du Claystone shall hereinafter be conveyed by the Developer, its successors and assigns, subject to the following restrictions, covenants and conditions.

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 constructed on any lot, other than original construction by, or on behalf of, the Developer, except in a manner approved by the Board of Trustees 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 the Development 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 two hundred (1,200) 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 (1) private
attached garage for not more than two (2) cars as approved by the Board of Trustees 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 as the regular ongoing occupancy of the premises by no more than four (4) persons and as further defined by Section 1240.06 of the Whitehouse Planning Commission Rules and Regulations. Any addition to the structures as built on the premises shall be constructed so as to maintain at least a twenty (20) foot separation between each residential structure in the Development, with the exception of those built on a zero (0) lot line basis. This twenty (20) foot minimum separation is exclusive of eaves, overhangs, or patios & decks.

Section 4.: Size and Number of Residential Lots. The subdivision shall consist of not more than, nor less than, twenty-four (24) residential lots with one (1) additional lot dedicated to joint ownership as described below. Each residential lot shall contain not less than four thousand (4,000) square feet. No more than one (1) single-family residence shall be permitted to be built on any single residential lot.

Section 5.: Common Lot Twenty-Five (25). Each purchaser of one (1) of the twenty-four (24) residential lots in the Development shall, with the purchase of the residential lot, also acquire an undivided one-twenty-fourth (1/24th) interest in common lot twenty-five (25). Each of the twenty-four (24) residential lots abuts to common lot twenty-five (25) which is specifically by this Declaration of Restrictions reserved for the use as a common area both for the private roadway servicing all lots and for driveways connecting all residential dwellings to the private roadway. The construction of any permanent building or structure on common lot twenty-five (25) other than by the Lac Du Claystone Homeowners' Association is expressly forbidden. The one-twenty-fourth (1/24th) interest in common lot twenty-five (25) which is
conveyed with the purchase of each of the twenty-four (24) residential lots is not a severable interest from the lot to which it abuts and cannot be conveyed, devised or otherwise transferred separately from the lot to which it abuts. The ownership interest in common lot twenty-five (25) gives the owner of each residential lot free access to all portions of common lot twenty-five (25). Each owner of a residential lot is also allowed to reasonably extend any deck built on his residential structure into common lot twenty-five (25) so long as the area of the deck extending therein does not exceed one hundred (100) square feet, has been approved by the Architectural Control Committee and does not interfere with the existing utility easements.

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 subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance in the subdivision. No well for gas, 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 first have been approved in writing by the Architectural Control Committee or the Board of Trustees of the Homeowners' Association. Not lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any 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 thereon; 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 other than that incidental to construction of approved structures shall be
removed from residential lots without approval of the Board of Trustees of the Homeowners' Association or the Architectural Control Committee.

Section 8: Construction and Sale Period. Notwithstanding 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 as adopted by the Homeowners' Association and the Ordinances of the Village of Whitehouse, Ohio. The owner of any household pet shall be required to immediately collect and dispose of all solid waste deposits made by said household pet anywhere within the Development itself and no household pets shall be allowed anywhere in the common areas without a leash or without the control of its owner.

Section 10: Waste Disposal. No residential lot 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. The sanitary containers for waste matter or materials and other equipment for the storage or disposal of such material shall be kept in such a location and in such an area as to be removed from public view other than when it is being collected.

Section 11: Fences, Hedges, Plantings or Other Barriers. No fence of a metal or chainlink construction may be erected or
maintained on any part of any residential lot within the subdivision. Ornamental or decorative fences, plantings, hedges or any other type of artificial lot separation devices 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, hedge, plantings or artificial lot separation barriers 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. Any signs advertising that a residential unit is for sale is expressly forbidden to be placed in the yard of any unit. The Lac Du Claystone Association will make arrangements to post at the entrance of the Development the fact that there is a unit within the Development available for sale and the owner of any residential unit will be able to then post a notice that the unit is for sale in the front window of the unit, but in no event are any such for sale signs to be placed in the yard of any unit.

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 one (1) year; (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, busboy 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 Trustees 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, all terrain vehicle, camper or other similar housing device, if stored on any residential lot in the subdivision, shall be suitably housed within the owner's attached garage. Additionally, no automobile or truck which is inoperative, not currently licensed or under repair or restoration shall be stored on any residential lot in the subdivision unless suitably housed within the owner's attached garage. In addition, no poles designed to hold basketball backboards will be erected or installed anywhere within the residential lot of any owner.

ARTICLE II
ARCHITECTURAL CONTROL

No building, fence, wall, deck 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 therein, other than by the Board of Trustees, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been 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
Trustees of the Homeowners' Association, or by an Architectural Control Committee composed of three (3) representatives appointed by the Developer. Any change 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.

The Board of Trustees of the Homeowners' Association or any Architectural Control Committee appointed by it or by the Developer shall also have the right to approve and control any exterior lighting installation on any of the residential lots. No security lighting that casts lumination further than a fifty (50) foot radius from the light pole will be allowed and all security lighting installed in the Development shall be controlled by a photo-cell which will automatically activate the light at sundown and turn off the light at sunrise. These restrictions on lighting also include any post lights for decorative purposes arranged along driveways or anywhere else on any of the residential lots.

Upon transferral 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 Trustees of the Homeowners' Association.

**ARTICLE III**

**LAC DU CLAYSTONE HOMEOWNERS' ASSOCIATION**

Section 1.: Establishment of an Incorporated Association.
The Association has been formed as a non-profit corporation governed by the laws of the State of Ohio to serve as the Homeowners' Association of Lac Du Claystone. The Developer is presently the sole member of the Association.

Section 2.: Membership in Association. All the owners of residential lots in Lac Du Claystone, 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 Articles 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 (1) 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 (1) vote may be cast with respect to any one (1) residential lot. Where only one (1) of two (2) 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.

Any vacant lots, whether owned by the Developer or other individuals, shall have a vote equal to those cast by owners of residential lots.

Section 4. Board of Trustees. The Board of Trustees shall initially be composed of three (3) persons named as the Trustees by the Developer, or such other person or persons as may from time to time be substituted by the Developer. No later than the time when fifty percent (50%) of the residential lots have been sold and conveyed by the Developer, the number of Trustees will be increased to four (4). When seventy-five percent (75%) of the residential lots have been sold and conveyed by the Developer, the number of Trustees will be increased to five (5). Within thirty (30) days after one hundred percent (100%) of the residential
lots have been sold and conveyed by the Developer, then the
Homeowners' Association shall meet and elect the five (5) Trustees
as they choose.

The terms of the Trustees shall be staggered
so that the terms of two (2) of the Trustees will expire and
successors be elected at each annual meeting of the Homeowners'
Association. Thereafter, at such annual meetings, successors to
the five (5) Trustees whose terms then expire shall be elected to
serve three (3) year terms. The organization of the Board of
Trustees, including the election or appointment of officers, the
duties thereof and the organization and appointment of any stand-
ing committees shall be conducted and accomplished at the sole
discretion of the Board of Trustees.

Section 5.: Delegation of Authority; Professional Management.
The Board of Trustees 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 (1) or more management contracts which may
provide for the payment of reasonable compensation to such manag-
ing agent as a common expense; provided, however, that any agree-
ment for professional management shall be terminable by the
Homeowners' Association for cause on thirty (30) days' written
notice; shall be terminable by either party, without penalty, on
thirty (30) days' written notice; shall not exceed one (1) year
unless renewed by agreement of the parties for successive one (1)
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 Trustees if there is no managing agent, shall have the
authority to enter into contracts with the Developer or one (1) or
more other firms or corporations affiliated with the Developer for
the providing of management, maintenance and repair services, pro-
vided 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 Trustees. Notice of such meeting will be mailed to each member of the Homeowners' Association at least two (2) 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 the Development 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 1 of each year for such calendar year. Such annual assessment may be charged in monthly installments if so established by the Board of Trustees, and payment will then be due on the fifteenth (15th) 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 sixty (60) 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 Lac Du Claystone Homeowners' Association claims a lien for unpaid monthly (annual) assessments for the month (year) (s) __________, in the amount of $__________ against the following described premises:

(Legal Description)

LAC DU CLAYSTONE HOMEOWNERS' ASSOCIATION

By: _____________________________
its President

STATE OF OHIO )
) SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this day of __________, 19__, by __________, President of Lac Du Claystone Homeowners' Association, on behalf of the Association.

Notary Public, State of Ohio

In the event any assessment is not paid within sixty (60) 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 lien, or against the owner or owners 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. Late fees for delayed payment of assessments can be imposed by the Board at the Board's discretion.

No 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., the owners of residential lots numbered one (1) through twenty-four (24), inclusive, jointly own the undivided whole private roadway as part of their joint ownership of common lot twenty-five (25). Therefore, all responsibility for the maintenance and upkeep of the private roadway shall be apportioned among the twenty-four (24) residential lot owners 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 among those twenty-four (24) residential lot owners.

(B) All Other Assessments. All other assessments shall be levied against each and every residential lot owner in the Development benefitted from the service and/or improvement performed. Such assessments shall be applied toward the payment of the following costs and expenses, if any:

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

2. Operation and maintenance of utility easement areas and furnishings and equipment used in connection therewith.

3. 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.
(4) The installation of a common television antenna or satellite dish and the maintenance thereof for the use of all residents of the Development or to contract for other types of cable or commercial television distribution service.

(5) The installation and distribution of any and all other types of utility service or community protection service or any other type of service or utility that would run to the benefit of all of the owners of all of the residential units in the Development.

(6) Because of the design of the Development, certain of the residential lots could receive a greater benefit of certain assessments and if those circumstances arise, the Board shall have the authority to allocate the assessments based upon the square footage effected in each residential lot.

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 (1) of the owners, residents or invitees of only one (1) such residential lot owner, whether or not there was negligence or a willful act, the owner of that half 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 owners 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, that owner shall contribute to the cost of restoration thereof in equal proportion, without prejudice, however, to the right of one (1) 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 (1) owner to contribution from the other owner under this Section shall be appurtenant to the land and shall pass to such owner's 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 (3) arbitrators. Each party shall choose one (1) arbitrator and such arbitrators shall choose one (1) 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

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/her residence, including the heating and air conditioning systems, all mechanical facilities 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 the residence, garage doors, wood decks, patios, service walks, and any and all other maintenance, repair and replacement 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 the Board of Trustees 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: Exterior Maintenance. Each residential lot owner shall be responsible for the exterior maintenance, including the roof, driveways, walkways and patios, of all residential buildings owned by him, and said maintenance shall in no fashion become the responsibility of the Homeowners' Association. The Homeowners' Association will have the right of approval, however, as to any change in the exterior color of any residential premises and any addition to any residential premises or structural alteration thereto must be approved by the Homeowners' Association prior to the initiation of construction.
ARTICLE VII
INSURANCE

Section 1.: Insurance. Each residential lot owner shall obtain and at all times maintain insurance for the improvements on that owner's lot against loss or damage by fire, lightning and such other 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 provision, 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 holders of first mortgage liens 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 thirty (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 VI, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide.

Each residential dwelling owner 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 reasonable evidence of the insurance policy so obtained, and evidence of premium payment. In the event that any of the above-described residential lot owners shall fail to obtain or maintain such insurance in effect, the owner owning the attached and adjacent residential structure may obtain the same, and the cost thereof, together with interest at the highest
rate thereon as permitted by Ohio 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 adjoining owner. Failure at any time of a residential lot owner to provide evidence of such insurance to the other adjacent and adjoining lot owner shall be conclusive evidence to the other residential lot owner that such insurance is not being maintained and entitles such residential lot owner to acquire 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 thereof, subject to the prior rights of any mortgagee, 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 it is joined may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by Ohio 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 Common Lot Twenty-Five (25). The owners of residential lots numbered one (1) through twenty-four (24) are responsible for obtaining and maintaining liability insurance on common lot twenty-five (25), and the cost of said liability insurance for common lot twenty-five (25) shall be assessed equally among the owners of residential lots numbered one (1) through twenty-four (24). Said liability insurance shall be maintained in an amount as directed by the Homeowners' Association.
ARTICLE VIII

EASEMENTS

Section 1: Reservation of Easements. The 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, telephone wires and conduits, cablevision, and for drainage sewers, water and any other facilities and utilities deemed necessary or convenient by the Developer or its successors and assigns for services to the subdivision on, over, below or under all the areas designated on the recorded plat of the Development 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. The 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 equipment. 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 adjoined, 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 IX

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, postage prepaid, 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, the Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of the Developer, and any such assignment by the Developer shall be in writing and shall be recorded in the Office of the Recorder of Lucas County, Ohio. The 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 benefitted by such restrictions.

The Developer reserves the right to relinquish its power 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 X
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 (25) years from the date this Declaration of Restrictions 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 percent (75%) of the residential lots in the Development, 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 or terminated thereafter with the written approval of the owners of one hundred percent (100%) of the residential lots in the Development 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 herein set forth shall be unlawful and the Developer, the Homeowners' Association or any person or person 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 and 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 thereof by act of the owners of residential lots on the Development 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 the Development shall be made subject to this Declaration of Restrictions.
Section 6: Acknowledgment of Declaration of Restrictions of Claystone Lake Association. It is hereby acknowledged in this Declaration of Restrictions that a portion of common lot twenty-five (25) of Lac Du Claystone Subdivision abuts to Claystone Lake, and the developments to Claystone Lake are governed by the terms and conditions of the Declaration of Restrictions of Claystone Lake Association, and the Lac Du Claystone Subdivision is being developed on Claystone Plat II.

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 29th day of June, 1989.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

[Signature]

H. E. REICHEL, INC.,
An Ohio Corporation

[Signature]

Harlan E. Reichle,
President

STATE OF OHIO } SS:
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 and through Harlan E. Reichle, its President, who acknowledged that he did sign the foregoing instrument as his free act and deed, and as the free act and deed of said corporation, and that he is a duly authorized and constituted officer of the corporation for the purposes of executing same.

IN WITNESS WHEREOF, on this 29th day of June, 1989, before me, a Notary Public in and for said county, personally appeared aforesaid officer, and set my hand and the official seal at Toledo, Ohio.

J. W. MARTIN
Attorney-At-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
O.C.R. Section 147.03
AMENDMENT TO DECLARATION OF RESTRICTIONS
AS TO LAC DU CLAYSTONE

A Subdivision in the Village of Whitehouse,
Lucas County, Ohio

WHEREAS, LAC DU CLAYSTONE is a Subdivision located in the
Village of Whitehouse, Lucas County, Ohio, the Plat of which is
recorded in the Office of the Lucas County, Ohio Recorder in
Volume 124, Pages 81 and 82 Record of Plats; and a Declaration
of Restrictions as to said Subdivision was recorded on July 26,
1989 at microfiche reference number 89 1018A01 of Mortgage Records,
Lucas County, Ohio Recorder's Office; and

WHEREAS, LAC DU CLAYSTONE consists of a total of twenty-
five (25) lots constituting said Plat; and

WHEREAS, at least nineteen (19) owners of lots in said
Subdivision, constituting not less than seventy-five percent
(75%) of the residential lots in the Development, have approved
the within Amendment and signed this instrument.

NOW THEREFORE, pursuant to ARTICLE X - DURATION OF RESTRICTIONS,
AMENDMENTS AND ENFORCEMENT THEREOF - Section 2. Amendments, of
the aforementioned Declaration of Restrictions, the record owners
of not less than seventy-five percent (75%) of the residential
lots in the Development hereby amend the Declaration of Restrictions
to prevent inconsequential and miniscule building overlaps not
uncommon to 'zero lot line' concept construction, from being de-
termined to be encroachments and/or building violations, as follows:

"ARTICLE I - USE OF LAND - Section 3. Single Family
Residential Dwelling Defined, is hereby amended to read:
The term "single-family residential dwelling" as it is used in this Declaration of Restrictions is defined as the regular on-going occupancy of the premises by no more than four (4) persons and as further defined by Section 1240.06 of the Whitehouse Planning Commission Rules and Regulations. Any addition to the structures as built on the premises shall be constructed so as to maintain at least a twenty (20) foot separation between each residential structure in the Development, with the exception of those built on a zero (0) lot line basis. This twenty (20) foot minimum separation is exclusive of eaves, overhangs or patios and decks. Also, all ordinary eave and rake overhang, roofs, gutters and downspouts, exterior wood and/or brick which extend or overhang the foundation wall beyond the plane of the zero lot line that is necessary for the structural integrity of the exterior designs shall not be construed as building encroachments or building violations."

IT IS FURTHER PROVIDED, that this Amendment shall become effective when seventy-five percent (75%) of the lot owners of LAC DU CLAYSTONE have signed this Amendment, and the instrument with the required number of signatures has been duly recorded with the Lucas County, Ohio Recorder.

IN WITNESS WHEREOF, the undersigned owners of lots in LAC DU CLAYSTONE hereby approve and adopt the foregoing Amendment
to the Declaration of Restrictions as to LAC DU CLAYSTONE, a
Subdivision in the Village of Whitehouse, Lucas County, Ohio,
as of this 11th day of October, 1993.

Witnessest: Owners of Lot No. 1 and
------------ 1/24 of Lot No. 25

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State of Ohio:

County of Lucas:

The foregoing instrument was acknowledged before me this
____ day of ________, 1993, by Frederick J. Leonard and
Ellen J. Leonard, husband and wife.

Notary Public

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Witnessest:

Owner of Lot No. 5 and
------------ 1/24 of Lot No. 25

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State of Ohio:

County of Lucas:

The foregoing instrument was acknowledged before me this

Notary Public

GLENN N. RAITZ ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R.C.

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93 4013C09
Witnesseth:  Owners of Lot No. 6 and
1/24 of Lot No. 25

Robert W. Mills
Nancy W. Mills

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this
24th day of October, 1993, by Robert W. Mills and Nancy W.
Mills, husband and wife.

GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date,
SECTION 147.03 R.C.

Witnesseth:

Herbert Barber
William H. Bayer

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this
30th day of November, 1993, by Joseph Tomasi and Evelyn A.
Tomasi, husband and wife.

GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date,
SECTION 147.03 R.C.
Witnesseth: Owners of Lot No. 8 and 1/24 of Lot No. 25

James Baldwin
Peggy A. Baldwin

State of Ohio:
County of Lucas:
The foregoing instrument was acknowledged before me this
26th day of November, 1993, by James D. Baldwin and Peggy Ann
Baldwin, husband and wife.

Notary Public
GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date
SECTION 147.03 R.G.

Witnesseth: Owners of Lot No. 9 and 1/24 of Lot No. 25

Marjorie Locke

State of Ohio:
County of Lucas:
The foregoing instrument was acknowledged before me this
19th day of November, 1993, by William Locke and Marjorie
Locke, husband and wife.

Notary Public
GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date
SECTION 147.03 R.G.
Witnesseth:

[Signatures]

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this 23rd day of November, 1993, by Ann E. Blaha, a widow and not remarried.

[Signature]

Notary Public
GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R.C.

Witnesseth:

[Signatures]

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this 21st day of October, 1993, by Robert J. Baird and Geraldine E. Baird, husband and wife.

[Signature]

Notary Public
GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R.C.
Witnesseth:

Helen Reicher

William Reicher

Owners of Lot No. 12 and
1/24 of Lot No. 25

Richard D. Grimm

Joyce A. Grimm

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this
21st day of October, 1993, by Richard D. Grimm and Joyce A.
Grimm, husband and wife.

Notary Public
GLENN N. RAITH
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R. C.

Witnesseth:

Susan Oatch

William Reicher

Owners of Lot No. 13 and
1/24 of Lot No. 25

Harlan E. Reichle

Barbara A. Reichle

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this
21st day of October, 1993, by Harlan E. Reichle and Barbara A.
Reichle, husband and wife.

Notary Public
GLENN N. RAITH
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R. C.
Witnesseth:

Owners of Lot No. 14 and 1/24 of Lot No. 25

John F. Hudak

Alice J. Saunders

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this 30th day of October, 1993, by John P. Saunders and Alice J. Saunders, husband and wife.

Glenn N. Raitz
Notary Public

Witnesseth:

Owner of Lot No. 17 and 1/24 of Lot No. 25

Helen [illegible]

Thelma V. Disher

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this 30th day of October, 1993, by Thelma V. Disher, unmarried.

Glenn N. Raitz
Notary Public
Witnesseth:

 Owners of Lot No. 18 and
1/24 of Lot No. 25

William Beaber
Muriel L. Beaber

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this
21st day of October, 1993, by William F. Beaber and Martha L.
Beaber, husband and wife.

[Signature]
Notary Public
GLENN N. RAITH
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R.C.

Witnesseth:

 Owners of Lot No. 19 and
1/24 of Lot No. 25

Gerald H. Disher, Trustee
Jane E. Ashenfelter, Trustee

State of Ohio:
County of Lucas:

The foregoing instrument was acknowledged before me this
23rd day of November, 1993, by Jane E. Ashenfelter, Trustee
and Gerald H. Disher, Trustee.

[Signature]
Notary Public
GLENN N. RAITH
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.03 R.C.
Witnesseth:

[Signature]

Owner of Lot Numbers 2, 3, 4, 15, 16, 20, 21, 22, 23, 24 and 10/24 of Lot No. 25

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

By: [Signature]

Harlan E. Reichle, President

State of Ohio:

County of Lucas:

The foregoing instrument was acknowledged before me this

21st day of October, 1993, by Harlan E. Reichle, President of

H. E. Reichle, Inc., on behalf of the corporation.

[Signature]

Notary Public

GLENN N. RAITZ
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
SECTION 147.63 R. C.

RECEIVED & RECORDED
DEC 23 1993
SUE RIOLUX
RECORDE, LUCAS COUNTY, OHIO