# COUNTRY GARDEN ESTATES

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DECLARATION OF RESTRICTIONS

WHEREAS, RHONEHOUSE CONSTRUCTION COMPANY, INC. hereinafter called "Owner", are the Owners of Lots 1 through 8 in COUNTRY GARDEN ESTATES, a Subdivision in the City Of Maumee, Lucas County, Ohio, designated on plat recorded in Volume 76, page 29, Lucas County, Ohio, Record of Plats.

Now, therefore, said Owner, in consideration of the enhancement and the value of said property by reason of the adoption of the restrictions hereinafter set forth, does hereby for itself, its successors and assigns, declare, covenant and stipulate that Lots 1 through 8 as shown on the recorded plat of COUNTRY GARDEN ESTATES, a Subdivision in the City of Maumee, Lucas County, Ohio, as shown in plat recorded at Volume 76, page 29 of the Lucas County, Ohio record of plats, shall hereafter be conveyed by said Owner, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall, to the extent legally permissable, supercede any and all other restrictions heretofore enforced on said property by any other instrument.

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner and all persons claiming under or through them until the 1st day of January, 1997, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the owners of at least a majority of the lots in said subdivision. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least a majority of said lots which instrument shall be filed for record with the Recorder of Lucas County, Ohio previous to the termination of the successive

periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (1) above shall in no wise effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All lots in said subdivision shall be known and described as residential lots. All lots in said subdivision shall be used and accepted solely and exclusively for single-family residence purposes and not more than one (1) single-family residence dwelling shall be erected on any one of said lots, together with a private garage or other accessory structures, which may be made an integral part of said single-family residence dwelling. Nothing herein contained shall be construed to prevent the purchase of two or more adjoining lots by a single owner and erection of a single-residence dwelling on the parcel created by the joining of said lots.

4. Such single-family dwelling shall have a minimum square footage of livable area on the foundation exclusive of porches of 1,400 square feet for all one story homes, 1,100 square feet for all one and one-half story and split level homes, and 700 square feet for all two story homes.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure, or any utility meter, or other structure of any sort shall be erected, placed, or maintained, on any such residential lot in said subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use and material of construction thereof, the color

scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by RHONEHOUSE CONSTRUCTION, INC. All such plans and specifications must be prepared by a competent architect or draftsman.

6. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision and in approving or witholding its approval of any detailed plans and specifications so submitted, the Owner, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said subdivision as a whole and any determination made by RHONEHOUSE CONSTRUCTION CO., INC. in good faith shall be binding on all parties in interest.

7. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (5) above shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines, shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be required by the appropriate regulations of the City of Maumee. No fence shall be permitted in the front yard, nor shall any fence exceed forty-two (42) inches in height.

8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing

activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

9. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in (5) above.

10. No tree which has a greater circumference than twenty-four (24) inches two (2) feet above the ground level, shall be cut or removed from any lot on the premises unless approved by RHONEHOUSE CONSTRUCTION CO., INC.

11. No clothes lines shall be located on any lot except for a removable folding umbrella type.

12. Any truck, boat, bus, tent, housecar, camper, trailer or other similar housing device, if stored on any said lot, shall be housed within a garage building.

13. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Owner, or its successors and assigns.

14. No portion of any lot nearer to any street than the building set back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in (5) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegatables and grains thereon.

15. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises, No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

16. All driveways shall be surfaced with a material that is black in color.

17. No basketball hoops or backboards shall be located in the front yard or side yards.

18. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level.

19. The Owner, RHONEHOUSE CONSTRUCTION, INC. shall have the right in the event of any action or condition which the Owner, RHONEHOUSE CONSTRUCTION, INC. or their successors and assigns determine to be in violation of these restrictions to enter the property on which such violation is deemed by it to exist and to summarily abate and remove at the expense of the owner thereof the structure or condition deemed by it to be in violation hereof, and said Owner, RHONEHOUSE CONSTRUCTION, INC. or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal or liable for damages by reason thereof to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any

acquiescence in or consent to any continuing, further or succeeding violation hereof. If, in the opinion of Owner, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, Owner may permit a variation which will in its judgment be in keeping with the maintenance of this subdivision as a desirable residential subdivision for single-family residences only.

20. RHONEHOUSE CONSTRUCTION CO., INC. shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development, all such grades and slopes shall be established on the engineering plans of Owner. No grade or slope will be changed except with the approval of RHONEHOUSE CONSTRUCTION, INC.

21. All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by RHONEHOUSE CONSTRUCTION, INC. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Owner, or its successors and assigns.

22. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plat, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

23. Upon the erection and sale of dwellings on seventy-five (75%) per cent of the lots in said subdivision, Owner may cause to be incorporated a non-profit corporation under the laws of the

State of Ohio, to be called COUNTRY GARDEN ESTATES Residential Association or a name similar thereto, containing the words "Country Garden" and upon the formation of such association, every owner of a lot in said subdivision shall become a member thereof and each such owner shall be entitled to one vote on matters submitted to a vote of members for each such lot owned by such owner, provided however, that where title to a lot is in more than one owner, such co-owners acting jointly shall be entitled to but one vote for each lot so owned. Upon formation of said association, Owner may designate said association as its successor and assign by a properly executed instrument recorded with the Recorder's Office, Lucas County, Ohio, whereupon said association shall succeed to all the powers, rights and obligations of Owner hereunder. The Owner shall, however, in the event a similar non-profit corporation has been formed in COUNTRY GARDEN ESTATES for any other restricted area located within COUNTRY GARDEN ESTATES join the owners of Lots 1 through 8 with said similar non-profit corporation of another plat in COUNTRY GARDEN ESTATES rather than form a new non-profit corporation.

24. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions to prevent him or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

25. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

In consideration of the premises and of the enhancement in value of said Lots 1 through 8, RHONEHOUSE CONSTRUCTION, INC. does hereby declare and establish the foregoing restrictions and covenants.

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RHONEHOUSE CONSTRUCTION, INC.

Two witnesses. William Rhonehouse, Pres.

Received for record December 6" 1977 at 10:17 A.M. in Mortgage Record 77-1422A07, Lucas County, Ohio Records.