RUDGATE-IN-THE-WOODS- PLAT 3

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

DECLARATION OF RESTRICTIONS
AS TO RUDGATE-IN-THE-WOODS, PLAT 3,
A SUBDIVISION IN SYLVANIA TOWNSHIP,
LUCAS COUNTY, OHIO.

WHEREAS, Scholz Homes, Inc., is an Ohio Corporation, having its principal place of business in the City of Toledo, Lucas County, Ohio, and for convenience is hereinafter designated as "Scholz"; and

WHEREAS, Scholz owns land in the east 1/2 of the southwest 1/4 of Section 13, Town 9 South, Range 6 East in Sylvania Township, Lucas County, Ohio, part of which it has caused to be laid out, approved, adopted and recorded in the office of the Lucas County, Ohio Recorder as Rudgate-In-The-Woods, Plat 3, a Subdivision in Sylvania Township, Lucas County, Ohio, hereinafter called "Plat 3"; and

WHEREAS, Scholz desires to adopt the covenants, agreements, restrictions, provisions, conditions and charges hereinafter set forth for the purpose of preserving said Plat 3 as a desirable residential district, and further desires that such covenants, agreements, restrictions, provisions, conditions and charges shall constitute a general plan applicable to the development and use of said Plat 3, and all the lots thereof, and shall run with the land for the benefit of Scholz and all subsequent owners of lots or plots in said Plat 3, and shall be binding upon all of them;

NOW, THEREFORE, for the aforesaid reasons and purposes, the following covenants, agreements, restrictions, provisions, conditions and charges are hereby adopted and shall be made a part of all conveyances of the lands in said Plat 3:

ARTICLE I

General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements,

conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

4. The word "plot" as used in this Declaration of Restrictions is intended to mean any piece or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The words "side yard" as used in this Declaration of Restrictions are intended to mean a yard between a building and the side line of the plot on which the building is located, and extending from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot line and the side of said building or any projections thereof.

7. Scholz shall have the right to construe and interpret these restrictions, and its construction or interpretation in good faith shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or

restrictions, nor any part thereof, shall be thereby affected or impaired.

8. No owner of any lot or plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of Scholz, its successors or assigns.

9. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage; provided, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

10. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

11. Scholz hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, easements and agreements herein contained, as to any part of said plat then owned by the company, provided that the company first obtains the consent of the owners of a majority of all the plots in said plat.

ARTICLE II

Approval of Plans

1. No building or any addition thereto or any alteration thereof, including repainting, shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, style of architecture, use, the materials for the construction thereof and the color scheme therefor, the grading plan of the plot, including the grade elevations of said buildings, the plot plan showing the proposed location of said buildings upon said plot, and the plans, specifications and details of said buildings shall have been approved in writing by Scholz, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Scholz. No dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Scholz shall have the right to refuse to approve any such plans, specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building, as planned, on the outlook from the adjacent or neighboring property.

2. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon a plot except for the exclusive use of the family occupying the dwelling on said plot and the servants of such family. No garage or any addition thereto or alteration thereof shall be erected, reconstructed,

placed or suffered to remain upon a plot unless such garage is made an integral part of said dwelling, and unless the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Scholz, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Scholz. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

3. No driveway shall be located, relocated or suffered to remain upon any plot unless the location and the specifications for the construction thereof are approved by Scholz in writing at the time of the approval of the plans and specifications for the dwelling to be placed upon the plot.

4. Scholz reserves the sole and exclusive right to establish grades and slopes of the plots, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Plat 3.

5. In all instances where plans and specifications are required to be submitted to and are approved by Scholz, if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvements, such variance shall be deemed a violation of these restrictions.

ARTICLE III

Use of Land

1. All said plots shall be used and occupied solely and

exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, shall be erected, reconstructed, placed or suffered to remain thereon. No basement, garage, trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any lot, except that those structures approved by Scholz as proper for the sale, construction and development of said plots are permitted.

2. No portion of the within described premises nearer to any street than the building setback line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying said premises; but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain any where upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere on any plot. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain anywhere upon said plots until the written consent of Scholz shall have been first obtained thereof, which consent may specify the type, height, width, color, upkeep and any general conditions pertaining thereof.

ARTICLE IV

Nuisances

1. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon

any of the lots in Plat 3; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said lots; no well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said lots; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No noxious, dangerous or offensive thing, whether of the character of those things herein enumerated or otherwise, shall be permitted or maintained on any lot. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of any plots in Plat 3 and/or the improvements thereon, or otherwise, shall be erected, placed or suffered to remain upon said plots or any improvements thereon without the consent of Scholz first having been obtained. The right is reserved by Scholz to erect small structures and place signs on any unsold plot or on the improvements thereon.

2. No animals, rabbits, poultry, fowl or livestock of any kind, character or species, shall be kept upon or maintained on any part of any lot. Scholz reserves the right to adopt reasonable regulations governing the keeping of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Plat 3.

3. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards, and than only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one such dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other

articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power shears and similar equipment, shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M., and after five o'clock P.M. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any plot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions. No truck, trailer, boat or any vehicle other than a passenger car shall at any time be parked on any of the streets in Plat 3 for any purpose other than the making of deliveries, and than only for such period of time as is necessary to make such deliveries.

4. All rubbish and debris, combustible and noncumbustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within a garage or the basement of a dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Scholz.

ARTICLE V

Setbacks, Open Spaces and Easements

1. No building or any part thereof, including porches, verandas, ports cochere and other similar projections from said building, shall be erected, reconstructed, placed or suffered to remain upon a plot nearer the front or street line or lines than the building setback line or lines shown on the plat of Plat 3, nor nearer to any side line or rear line of the plot upon which the building is located than shall be determined by Scholz, such determination to be made in writing at the time of the approval of the plans and specifications for said building.

2. Scholz hereby reserves for itself and its successors and assigns the right to use and permit the use of those portions of said Plat 3, designated on the recorded plat thereof as reservations, utility reservations, rights-of-way, roads, avenues and drives, and along and upon all roads rights-of-way now existing or hereafter established, for the construction and maintenance of public and/or quasi-public utilities and functions.

The right is also reserved for any public or quasi-public utility company to go upon the lots in Plat 3 from time to time to install and maintain its equipment, and to trim trees and shrubbery which may interfere with the successful operation of its equipment.

No building or other structures or any part thereof, shall be erected or maintained upon any part of the property in said Plat 3, over and upon which easements for the installation and maintenance of public and quasi-public utilities or functions are hereby reserved.

3. No owner of any of the lots or plots shown on Plat 3 shall have the right to reserve or grant any easements or rights-of-way upon or over any of the lots or plots in said Plat 3 without the written consent of Scholz.

ARTICLE VI

Right to Enforce

The provisions herein contained shall run with and bind the land, and shall inure to the benefit of and be enforceable by Scholz and/or the owner of any lot included in said Plat 3, and the failure of Scholz or any lot owner, however long continued, to object to any violation or to enforce any restrictions, conditions, covenants, or agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occuring prior or subsequent thereto. Scholz reserves and is hereby granted the right in case of any violation or breach of any of the

restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Scholz, and Scholz shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE VII

Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners, or their successors and assigns, and all land in said Plat 3 until the first day of July, 1992, after which time said covenants shall be automatically extended for successive periods of 10 years each unless by a vote of the majority of the record owners of the plots in said addition it is agreed to change said restrictions in whole or in part. The said restriction changes shall become effective from and after the time as an instrument in writing, executed by a majority of the record owners of plots in said Plat 3 with the formalities then required by the State of Ohio for the execution of deeds setting forth the changes so agreed upon, is filed for record with the Lucas County, Ohio Recorder.

ARTICLE VIII

Right to Assign

The rights reserved by and the duties imposed upon Scholz by this Declaration of Restrictions are also reserved by and imposed upon its successors and assigns, and Scholz hereby expressly reserves for itself and for its successors and assigns the right and privilege of assigning or relinquishing said rights and duties. Such assignments

or relinquishments will become effective from and after the time a written instrument, signed by Scholz or by its successors and assigns evidencing the fact of such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder. Any assignment of its rights and powers reserved to Scholz in this Declaration of Restrictions shall confer upon the assignee the same rights and powers, and the assignee shall be subject to the same obligations and duties as are herein reserved to and imposed upon Scholz, and Scholz shall thereupon be released from any further rights or obligations under this Declaration of Restrictions.

IN WITNESS WHEREOF, Scholz Homes, Inc., by Donald J. Scholz, its President and Daniel W. Sydlaske, its Secretary, thereunto duly authorized, has hereunto set its hand and seal this 17th day of July, 1967.

(Signed) Scholz Homes, Inc.
By Donald J. Scholz, President
Daniel W. Sydlaske, Secretary

Two witnesses.

Acknowledged July 17" 1967 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record July 17" 1967 at 3:57 P.M., and recorded in Volume 2217 of Mortgages, page 402.