Ray Lyn Estates
Plat I

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648/179

DECLARATION OF RESTRICTIONS

as to

CERTAIN LOTS IN ADAMS ADDITION PLAT TWO
(Lots 30, 31, 32, 33, 36, 37, 38, 39, 40, 41, 42 and 43.)
and
RAY LYN ESTATES REPLAT OF PLAT ONE
(Lots 1, 2, 3, 4, 5, and 6.)
Both Subdivisions in Village of Grand Rapids, Wood County, Ohio.

This Declaration, made and entered into by Angeline Dawson, Henry J. Sawicki, Robert W. Agen and Ray C. Smith, hereinafter called "Owners", this 6th day of June, 1990

WITNESSETH:

WHEREAS, Owners hold title in fee simple to certain platted lots, situated in the Village of Grand Rapids , Wood County, Ohio, hereinafter called "The Sycamore/Fourth Association" and referred to as "SFA" described as follows:

ADAMS ADDITION PLAT TWO
Lots 30 and 31 owned by Henry J. Sawicki.
Lots 32, 33, 36, [redacted], 38, 39, 42 and 43 owned by Robert W. Agen.
Lots 40 and 41 owned by Angeline D. Dawson.
RAY LYN ESTATES REPLAT OF PLAT ONE
Lots 1, 2, and 3 owned by Angeline D. Dawson.
Lots 4, 5 and 6 owned by Ray C. Smith.

Both are Subdivisions located in the VILLAGE OF GRAND RAPIDS, WOOD COUNTY, OHIO.

WHEREAS, Owners have caused plats of the above described land to be prepared and recorded, which plats provide for:

1. The subdivision of said land into lots as previously numbered;

2. The reservation of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owners desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of SFA, certain easements and rights in, convey these over and to SFA, and place certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned

lots in SFA and to impose hereby certain restrictions on such lots in said SFA;

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said SFA as an architecturally harmonious, artistic, and desirable residence district, Owners, for themselves, their successors and assigns, does hereby declare and stipulate that each lot in said SFA hereinafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements and restrictions , to-wit:

ARTICLE ONE

Section 1. An Architectural Control Committee consisting of three individuals is hereby established. The initial members of the committee shall be C. J. Yager, Jack Dawson, and Robert Agen. C. J. Yager, and Jack Dawson are appointed by the Owners and may be replaced from time to time by Owners. Robert Agen may be replaced from time to time at his discretion.

When a present Owner conveys his interest in the lots mentioned previously, that Owner shall not participate in selection of replacements in the committee. In the event that any member of the committee should die or resign and a successor not be appointed as provided above within six (6) months of such

death or resignation, the SFA Association hereinafter established may appoint a successor for such individuals.

Section 2. The committee described in Section 1 shall continue to function until construction on all lots in SFA has been completed and title to all such lots has been conveyed from Owners to other parties. Upon such completion of construction and conveyance of title, the individuals specified in Section 1, or their successors chosen in accordance with Section 1, shall be deemed to have resigned. The SFA, as hereinafter created, shall appoint all three members of the committee and may thereafter replace from time to time any member of such committee. Provided, however, that at any time prior to such completion of construction and conveyance of title for all lots the Owners remaining with jurisdiction named in Section 1 may voluntarily turn control of the committee over to the SFA by a letter in writing to the Association.

Section 3. No building, driveway, swimming pool, fence, wall or other structure shall be erected or maintained on any lot or parcel, nor shall any change, addition to or alteration therein substantially affecting the outward appearance thereof, be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications showing the location of such structure on said lot and grading plans, which plans and specifications have first been approved in writing by two members, both as to conformity to external design and as to location on the lot by said Architectural Control Committee; nor shall there be any subdivision, platting, or re-platting of any parcel or lot without approval of the Architectural Control

Committee in writing except that splitting Lots 42 and 43 is hereby approved as previously approved by the Plan Commission of The Village of Grand Rapids.

Section 4. Owners reserve to themselves, their successors and assigns, a perpetual easement in, through, under and/or over these portions of the front, rear and side of each lot, as shown on the recorded plats, designated as utility rights-of-way, for the construction, operation and maintenance of electric power and communications lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances; and no building or other structure or any part thereof, shall be erected or maintained upon any part of the property in SFA, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 5. Owners reserve the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone, cable television and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtences in, through under and/or upon any and all easements, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

Section 6. Owners reserve the sole and exclusive right to establish grades and slopes on the 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.

Section 7. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines that the building setback line or lines shown upon the recorded plat of said subdivisions, nor nearer to any side line or rear line than shall be determined by Owner in writing at the time of the approval of the plans and specifications for such structure. The side yard setback on each side of any building shall be no less than 10% of the lot frontage facing the street, calculated to the nearest foot. (A lot 84.8' wide would require 8'.) This restriction as to the distances at which said structure shall be placed from the front, side or rear lines of said premises shall apply to and include covered porches, verandas, portes cochere, and other similar projections therefrom.

Section 8. No portion of the within described premises nearer to any street than the building setback line, or previously mentioned side yard or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of 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, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. No trees whose diameter exceed seven (7) inches, measuring three feet from the ground, shall be removed without the prior written consent of

the Architectural Control Committee, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, driveway, or walks, whose plans have been approved by the Architectural Control Committee, or removal ordered by any state or local governmental agency having jurisdiction thereof.

Section 9. Owner hereby establishes the Sycamore/Fourth Association which shall consist of all of the owners of real estate previously defined. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title to a lot is in the name of more than one person, such co-owners acting jointly shall be entitled to but one (1) vote. The Association by a vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations, or bylaws as it may deem advisable for the general welfare of the residents of SFA and all parts of said property shall at all times be maintained subject to such rules, regulations, and bylaws. The officers of the Association shall be elected as provided in the bylaws, shall exercise the powers, discharge the duties, and be vested with the rights conferred by the bylaws and this Declaration upon the Association, except as otherwise specifically provided. Officers of the SFA may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The bylaws shall confer upon the President of the Association, or such other officers as they may direct, the specific duty of acting as liaison between the Association and local governmental officials for the purpose of coordinating their

efforts in enforcing the restrictive provisions of this Agreement which are of mutual interest.

The bylaws of the Association shall provide for an annual meeting of the Owners' Association on a date specified therein. Special meetings of the Association may be called by owners representing one-third (1/3) of the votes of the Association by giving notice of such meeting through publication in a newspaper of general publication in the area at least three (3) weeks prior to the date of said meeting at a place located near or within said subdivision; a meeting may be called by the President of SFA by the giving of notice in a newspaper of general circulation as provided above.

The rules, regulations or bylaws adopted by the SFA may be amended at any time by owners representing two-thirds (2/3) of the votes of the Association, at a meeting of the Association called for that purpose.

Section 10. The SFA shall have complete responsibility to enforce restrictions, rules and regulations, and assess and collect from owners of SFA the funds required for the foregoing. The SFA shall be authorized to make assessments against the owners of SFA at any meeting called for the purpose of creating or increasing such assessment provided that notice of such meeting, time and place shall have first been published in a newspaper of general circulation in the area on at least three (3) separate occasions and at least three (3) weeks prior to a meeting held and that further notice shall have been delivered to each occupied residence within SFA at least seven (7) days prior to the meeting.

All assessments properly made by the Association shall be a lien upon the lot of the assessed owner.

ARTICLE TWO

The following restrictions shall apply to all lots in SFA:

Section 1. Each lot in SFA is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose other than an "in-the-home business" operated by the owner of the residence. An office or "in-the-home business" is defined as being conducted entirely within a dwelling by owner thereof, providing such use does not involve any extension or modification of said dwelling which alters its outward appearance as a dwelling unit. No additional parking, signs, or employees working on the premises will be permitted. 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.

Section 2. No dwelling erected in said SFA shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. The windows of all dwellings in SFA shall be constructed partly of wood and the design for all mail boxes, which shall be of a "rural" nature, must be approved by the Architectural Control Committee to assure uniformity. All approved structures must be completed by an owner within one (1) year following the date of commencement of the construction thereof. Building materials to be used in the construction of any

structure to be erected on any lot may be stored thereon, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Owners.

Section 3. No automobile, truck, boat, trailer, recreational vehicle, or structure, either movable or immovable shall be placed in the required front yard setback, the right of way in the road in front or side of the house of the house, or on the 10% side yard setback the full depth of the lot; provided that a boat, boat trailer, or recreational vehicle not exceeding 8' in width, 7' in height and 20' in length may be stored in the garage completely hidden from view; or parked in the rear yard if it is screened from the neighbors view; and provided further that this restriction shall not prohibit the parking in the driveway of a lot a truck or van not larger than three quarter (3/4) ton capacity, used by the owner of such lot or a member of his household, primarily as a means of transportation. No tent, shack, barn, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in SFA, except with the approval of the Architectural Control Committee.

Section 4. No spiritous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises, and no industry, business or trade, occupation or profession other than defined in Article Three shall be conducted, maintained or permitted upon said premises. No well for gas or oil shall, at any time, whether intended for temporary

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or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Architectural Control Committee first having been obtained. The right is reserved by Owner to erect advertising signs and displays in the Development until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 5. Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract. The SFA shall have the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become a nuisance to the owners or inhabitants of SFA.

Section 6. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards. 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 power yard

equipment, such as power mowers, power trimmers and power shears, shall be used by anyone on Sundays or legal holidays until after 10:00 A.M.

Section 7. All rubbish, and debris, combustible and noncombustible, and all garbage shall be stored in enclosed containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may from time to time be established by the SFA.

Section 8. 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 the premises. All lot owners in SFA are responsible for the proper care and maintenance of their respective yards including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from sidewalks. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

Section 9. Any tanks for the storage of propane gas or fuel oil shall be located at least ten (10) feet from any lot line and ten (10) feet from any residential dwelling and shall comply with all applicable governmental rules and regulations pertaining thereto.

ARTICLE THREE

Section 1. Each grantee of Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights, and powers of Owner, created or reserved

by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, regardless of how acquired, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Owners, their successors or assigns, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Owners, and Owners or their successors or assigns, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. 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. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of 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 heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be subrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restrictions or provision, shall not impair or affect in any manner the validity, enforceability or affect the rest of this Declaration.

Section 5. Owners reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Sections 9 and 10 of Article One and in Article Two hereof.

Section 6. A violation of any of the rules and regulations adopted by Owners or by the Association formed pursuant to Article One hereof, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers retained by Owners shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the Owners below have caused this Declaration to be signed on the day and year first above written.

WITNESSED:

By Ray C. Smith
Ray C. Smith, Owner

By Angeline D. Dawson
Angeline D. Dawson, Owner

By
Henry J. Sawicki, Owner

By Robert W. Agen
Robert W. Agen, Owner

By Marilyn M. Smith
Marilyn M. Smith

By Jack Dawson
Jack Dawson

By Lois Ann Sawicki
Lois Ann Sawicki

By Lynda M. Agen
Lynda M. Agen

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 5th day of June, 1990 by Ray C. Smith and Marilyn M. Smith, husband and wife, Angeline D. Dawson and Jack Dawson, wife and husband, Henry J. Sawicki and Lois Ann Sawicki, husband and wife, and Robert W. Agen and Lynda M. Agen, husband and wife.

Instrument Prepared by:
Robert Agen

Judith A. Osborne
Notary Public

JUDITH A. OSBORNE
Notary Public, State of Ohio
My Commission Expires April 28, 1992

05540

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
June 7 1990 at 9:14 A M. in
Vol 648 Page 191 Record of Deed.
Sue Kinder
SUE KINDER, RECORDER $34.00

LOUISVILLE

mail to: Airport Lumber & Supply
4433 Monclova Rd.
Maumee, OH 43537 Attn: Robert Agen