Bay Meadows Estates

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

BAY MEADOWS ESTATES SUBDIVISION

CITY OF OREGON

LUCAS COUNTY, OHIO

RECITALS: DOLD DEVELOPMENT CO., an Ohio corporation in good standing, (hereinafter referred to as the "Developer"), with its principal place of business at 26610 Eckel Rd., Perrysburg, Ohio 43551 is the owner of the following described property:

Bay Meadows Estates, a Subdivision in the City of Oregon,
Lucas County, Ohio as more specifically described in attached Exhibit A.

Dold Development Co. desires to establish for its own benefit and for the benefit of all future owners or occupants of all of the lots in Bay Meadows Estates (hereafter referred to as the "Subdivision") certain easements, and rights effecting the lots in the subdivision and certain restrictions to run with the land with respect to the use of the lots and improvements in the subdivision (hereafter the "Restrictions")

THEREFORE, the Developer as the owner of the above described real estate and for the purpose stated above hereby declares as follows:
ARTICLE ONE

ARTICLE 1. SECTION 1: No dwelling, subsequent addition or alteration of any structure shall be erected, reconstructed, placed or suffered to remain upon any lot in the subdivision until the size, location, type, style of architecture, materials of construction, color scheme, the grading plan of the lot including the grade elevations of the structures, the plot plan showing the location of all structures, the builder, supervisor or consultant that will be in charge of the construction and the plans, specifications for the structures have been previously approved in writing by the Developer its successors, or assigns. A true copy of the plans, specifications and details shall be filed with the Developer before construction begins. No structure except one which conforms to the plans, specifications and details on file shall be erected, reconstructed, placed or suffered to remain upon any lot in the subdivision. The construction of prefabricated, modular or mobile homes of any description within the subdivision is strictly prohibited.

ARTICLE 1. SECTION 2: All lots within the subdivision shall be used and occupied exclusively for private residential purposes by a single family. Accessory buildings or storage sheds for the private residences of the subdivision shall be permitted subject to the terms and conditions of Article 1 Section 1 stated above.

ARTICLE 1. SECTION 3: The Developer reserves the exclusive right to establish grades and slopes on all lots in the subdivision, and to fix the grade for any dwelling or other structure which shall subsequently be erected or placed on any lot, so that all structures shall conform to a general plan and scheme of development.
ARTICLE 1, SECTION 4: It shall be a requirement that sidewalks, as approved by the City of Oregon, be installed as a part of each residence. Each lot owner shall be required to install these sidewalks within six (6) months from the date of purchase and closing of the lot or at the time of construction of the residential dwelling, whichever occurs first. If any lot owner fails to install sidewalks as required, the Developer shall have the right, without notice to the lot owner, to install the sidewalk at the sole cost and expense of the lot owner with the addition of construction costs of fifteen percent (15%) payable to the Developer.

ARTICLE 1, SECTION 5: No agent, assignee or successor in title for any lot shall subdivide or convey a partial interest in any lot without first obtaining the written consent of the Developer or its authorized agents.

ARTICLE 1, SECTION 6: In all instances where plans and specifications have been approved by the Developer, any future variance in the actual construction and location of any approved alteration, addition, fence, wall, hedge, or roadway shall be deemed a violation of these restrictions.

ARTICLE 1, SECTION 7: Any approval, determination, consent or any other action required by these restrictions by the Developer shall be valid if accomplished by persons legally authorized to sign deeds on behalf of the Developer.

ARTICLE TWO

ARTICLE 2, SECTION 1: At any time during the development of the subdivision, the Developer may form a for-profit corporation under the laws of the State of Ohio, to be named the "Bay Meadows Estates Lot Owners' Association"
(hereafter the “Association”). The Developer, upon formation of this corporation, may also file by-laws, rules and regulations for the governing of the business affairs of the corporation with the office of the Lucas County Recorder. Upon the formation of such a corporation, every lot owner within the subdivision shall automatically become a shareholder in the corporation. Each lot owner shall be entitled to one vote on each and all matters submitted to a vote of the shareholders by the board of directors or officers of this corporation. Where title to any lot is vested in more than one party either jointly or individually all co-owners acting jointly shall be entitled to only one vote by consensus.

ARTICLE 2. SECTION 2: The Association, by two-thirds majority vote in person or by written proxy of two-thirds of its members, may adopt reasonable rules and regulations for the maintenance, conservation and repair of the subdivision, and for the health, comfort, safety and general welfare of residents of the subdivision. These rules and regulations shall be legally binding on all lot owners in the subdivision and shall run with the land to bind future owners of lots in the subdivision.

ARTICLE 2. SECTION 3: The Developer independently or the Association by vote of a majority of the shareholders shall establish and assess annual dues or membership fees for the subdivision and the right to enforce collection of dues through litigation and liens, if necessary. Any dues or fees will be assessable against each lot, for the maintenance of the lawns, shrubs, retention ponds/areas, fences and signs, and any other matters affecting the common areas of the subdivision. The Association shall at all times maintain insurance coverage...
sufficient for any legal liabilities which may be associated with the common areas of
the subdivision, including the retaing pond areas.

ARTICLE 2. SECTION 4: At any time during the development of the
subdivision, and within the sole discretion of the Developer, a written assignment of
duties, rights and obligations may be recorded with the Lucas County Recorder by
the Developer vesting the Association with all the rights, liabilities, obligations,
privileges and powers previously retained by the Developer. At the time of the
recording of this written assignment, the Association shall immediately assume and
be responsible for the enforcement of all the benefits, burdens, rights and
obligations of these Restrictions for the future. Upon assumption of these duties the
Association will indemnify and hold the Developer harmless from all future legal
liability claims costs or expenses arising from or associated directly or indirectly
with these Restrictions.

ARTICLE THREE

ARTICLE 3. SECTION 1: Each lot owner in the direct chain of title with the
Developer by the acceptance of a deed of conveyance, accepts their deed subject
to all restrictions, conditions, covenants, reservations, easements, obligations, and
powers granted to the Developer contained in these Restrictions of subsequent
amendments of these Restrictions. It is mutually agreed that all Restrictions
effecting this subdivision shall run with the land and bind every subsequent owner
of any lot located in the subdivision. The violation of any restriction or condition, or
the breach of any covenant or provision shall give the Developer or its successors
and assigns, or the Association and/or its agents the right to enter upon the land
where the violation or breach exists, and to summarily abate and remove it at the
sole expense of the owner. The Developer, its successors or assigns, or the
Association, or its agents, shall not be deemed guilty of trespass. The Developer, its
successors and assigns or the Association and its agents shall also have the right to
enjoin, abate or remedy any violation or breach of these restrictions by appropriate
legal proceedings, either in law or equity or to sue for collection of any fees due and
to place a lien on any lot and enforce these liens in accordance with local law and
these Restrictions.

**ARTICLE 3, SECTION 2:** All restrictions, covenants, and conditions,
contained in these Restrictions shall be deemed subject to and subordinate to all
mortgages or deeds of trust in the nature of a mortgage executed and encumbering
any of the lots in the subdivision now or in the future. None of the covenants,
conditions, or other provisions contained in these Restrictions shall supersede or in
any way reduce the security or affect the validity of mortgage of deed of trust in the
nature of a mortgage encumbering any lot in the subdivision. It is mutually agreed
and understood that if any lot of the subdivision is acquired in lieu of foreclosure, or
is sold under foreclosure or under any judicial sale of any description; any
purchaser at that sale, his heirs, successors or assigns shall take title to the
property subject to all of the restrictions, covenants, conditions, and other provi-
sions of these Restrictions.

**ARTICLE 3, SECTION 2:** None of the Restrictions imposed by this instrument
shall be abrogated, waived or cancelled by any failure to enforce the provisions of
these Restrictions, no matter how many violations or breaches may occur.
ARTICLE 3. SECTION 4: The invalidity or partial invalidity of any of these Restrictions, as determined by a court of law, shall not impair or affect in any manner the validity or enforceability of the rest of these Restrictions.

ARTICLE 3. SECTION 5: The Developer, its successors, agents and/or assigns reserve the right to change, modify, alter or rescind any of the rights, duties and covenants contained in these Restrictions.

ARTICLE 3. SECTION 6: A violation of any of these Restrictions may be enjoined by the Developer or the Association, its successor's agents and or assigns in a court of competent jurisdiction and will entitle the enforcing party to an award for reasonable attorney fees and courts costs against the offending party.

ARTICLE 3. SECTION 7: The rights, privileges and powers retained by the Developer and the Association in these Restrictions shall be assignable and shall inure to the benefit of their successors, agents and assigns.

ARTICLE 3. SECTION 8: These Restrictions shall remain in full force and effect until the year January 1, 2016 and thereafter shall automatically be renewed and extended for a period of ten additional years, unless and until the lot owners of the subdivision by a two-thirds majority vote, agree and file a recordable statement terminating them in the Recorder's Office of Lucas County, Ohio.
Witness our hands this 10th day of May 2006.

Signed and acknowledged in the presence of:

Donald L. R. Cogan

Jeremy N. Powder

Dold Development Co.

by:

William H. Dold, President

STATE OF OHIO
COUNTY OF LUCAS

The foregoing restrictions were acknowledged before me this 10th day of May 2006 by William H. Dold, President of Dold Development Co.

Notary Public

This instrument prepared by:
Dold Development Co.
26610 Eckel Road
Portyburg, Ohio 43551

PAUL A. DAVIS
Notary Public - State of Ohio

Aston Logan Site
26610 Eckel Rd.
Perrysburg, Oh 43551
EXHIBIT A
LEGAL DESCRIPTION

A parcel of land being part of the north 40 acres of the south 46 acres of the West 1/4 of the Northwest 1/4 of Section 31, T93, R9E in the City of Oregon, Lucas County, Ohio, more specifically described as follows:

Beginning at the northeast corner of Lot 19 of the Momenese Addition as recorded in Plat Volume 45, Page 8, Lucas County Records, Lucas County, Ohio, said corner being also on the East line of the north 40 acres of the south 46 acres of the said West 1/4 of the Northwest 1/4 of said Section 31;

Thence S. 89°50’20”W. along the North line of said Momenese Addition, said North line being 198.00 feet north of and parallel with the South line of said Section 31, said South line also being the centerline of Corduroy Road, a distance of 1,097 feet to the Southeast corner of Lot 1 of Waltem Addition as recorded in Plat Volume 59, Page 43, Lucas County Records, Lucas County, Ohio;

Thence N. 00°00’00”E. along the east line of said Waltem Addition, said east line being 230.00 feet east of and parallel to the West line of said Section 31, said west line also being the centerline of Stadium Road; a distance of 1,311.73 feet to the northeast corner of Lot 16 of said Waltem Addition, said corner being also on the north line of the north 40 acres of the south 46 acres of the West 1/4 of the Northwest 1/4 of said Section 31;

Thence N. 89°53’37”E. along said north line a distance of 1,092.22 feet to the east line of the north 40 acres of the south 46 acres;

Thence S. 80°12’54”E. along the east line of the north 40 acres of the south 46 acres a distance of 1,311.41 feet to the Place of Beginning.

Containing 52.96 acres of land more or less and being subject to easements and restrictions of record.

Including that portion now known as Bay Meadows Estates Plat One, a subdivision in the City of Oregon, Lucas County, Ohio as recorded in Instrument 200412150100163 and modified in the Replat of Lots 4 and 5 in Bay Meadows Estates Plat One as recorded in Instrument 20050909000224, Lucas County Records, Lucas County, Ohio. Excepting therefrom Lot 1 of said Bay Meadows Estates as recorded in said Instrument 200412150100163.