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46494
DECLARATION OF RESTRICTIONS
as to
BAYSIDE ESTATES PLAT 1

A Subdivision in the City of Oregon, Lucas County, Ohio

This Declaration, made and entered into by Orchard Devel. Co., an Ohio Corporation, hereinafter called "Owner", this 4th day of December, 1995.

WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of land situated in the City of Oregon, Lucas County, Ohio, hereinafter referred to as "Bayside Estates Plat 1" and described as follows:

Lots 1 through 22, inclusive, in Bayside Estates Plat 1, a subdivision in the City of Oregon, Lucas County, Ohio; and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The dedication to public use of certain streets and ways therein; and

2. The reservation of certain easements therein for the installation and maintenance of public utility service; and
WHEREAS, Owner has established for its own benefit and the benefit of all future owners and occupants of all or any part of Bayside Estates Plat 1 certain easements and rights in, over and to Bayside Estates Plat 1 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Bayside Estates Plat 1 and has imposed certain restrictions on such lots in said Bayside Estates Plat 1.

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 Bayside Estates Plat 1 as an architecturally harmonious, artistic, and desirable residence district, Owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Bayside Estates Plat 1 hereafter sold, conveyed, or transferred by the; 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. Owner hereby establishes the Bayside Estates Plat 1 Association which shall consist of all of the owners of real estate located within Bayside Estates Plat 1. 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 more than one person, such co-owners acting jointly shall be entitled 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 Bayside Estates Plat 1, 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 Associations, except as otherwise specifically provided. Officers of the Bayside Estates Plat 1 Association 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 Declaration 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 within the Bayside Estates Plat 1 subdivision; a meeting may be called by the President of Bayside Estates Plat 1 Association by the giving of notice in a newspaper of general circulation as provided above.

The rules, regulations, or bylaws adopted by the Bayside Estates Plat 1 Association 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 2. An Architectural Control Committee consisting of two (2) individuals is hereby established. The initial members of the committee shall be Ronald Cooper and Eral Riz. The initial members are appointed by the Owner, and may be replaced by it from time to time. In the event that any member of the committee should resign or die and a successor not be appointed as provided above within three (3) months of such resignation or death, the Bayside Estates Plat 1 Association hereinafter established may appoint a successor for such individuals.

Section 3. The committee described in Section 2 shall continue to function until construction on all lots in Bayside Estates has been completed and title to all such lots has been conveyed from Owner to other parties. Upon such completion of construction and conveyance of title the individuals specified in Section 2, or their successors chosen in accordance with Section 2, shall be deemed to have resigned. The Bayside Estates Association, as created in Section 1, shall then appoint all three (3) members of the committee to replace the two (2) previous members, 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 of all lots the individuals named in Section 2 may voluntarily resign and turn control of the committee over to the Bayside Estates Plat 1 Association by a letter in writing to the Association.

Section 4. 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 both as to conformity to external design and to location on the lot by the aforesaid Architectural Control Committee; nor shall there be any subdivision, platting, re-platting or change in the location or roads, public walkways or any parcel or lot without approval of the Architectural Control Committee in writing.

Section 5. Owner reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or those portions of each lots, as shown on the plat of Bayside Estates Plat 1, designated as utility easements, 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. Owner further reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot designated as ditch easements, drainage easements and access easements for the maintenance of proper drainage and to preserve open areas.

Section 6. Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas, sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.
Section 7. All buildings and the locations thereof shall comply with the building codes and zoning regulations of the City of Oregon and the recorded plat.
ARTICLE TWO

The following restrictions shall apply to all lots in Bayside Estates Plat 1.

Section 1. Each lot in Bayside Estates Plat 1 is designated as a residential lot. All lots shall contain single-family dwellings with not less than a two-car attached garage. Each dwelling shall contain a minimum of 1,400 square feet of floor area in addition to the garage which shall contain a minimum of 440 square feet. 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.

Section 2. No dwelling erected in said Bayside Estates Plat 1 shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. The fronts of all dwellings shall be completed in brick, wood, or vinyl. 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 residential 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.

Section 3. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, carport or outbuilding of any type will
be permitted in Bayside Estates Plat 1, except with the approval of the Architectural Control Committee.

Section 4. Satellite dishes no larger than eighteen (18) inches may be used outside of any dwelling in Bayside Estates Plat 1. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either at wholesale or at retail, upon said premises, nor shall any industry, business or trade, occupation or profession of any kind be conducted, maintained or permitted upon said premises. No well for gas or oil shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises 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. Nor advertising signs, billboard or other advertising device, except for the purpose of advertising 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 at entrances to 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, or poultry of any kind, character or species 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 Bayside Estates Plat 1 Association 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 Bayside Estates Plat 1.

Section 6. Nlocloths, sheets, blankets or other articals shall
be hung out exposed on any part of said premises, except in the rear
yards. No laundry of any kind, or other articals, shall be exposed
or hung for drying at any time on any front porch or in the front of
any building.

Section 7. All rubbish, debris and garbage shall be stored
in enclosed containers within the garage or basement. No burning of
garbage or rubbish on premises is permissible.

Section 8. All lot owners in Bayside Estates are responsible
for the proper care and maintenance of their respective yards in-
cluding, but not limited to, cutting grass, trimming bushes and
shrubbery, and the removal of snow and ice from sidewalks. No trash
or rubbish burners, or other device expelling gas or smoke shall be
used.

Section 9. No tanks for the storage of propane gas or fuel
oil shall be permitted on any lot within Bayside Estates Plat 1.

Section 10. No garage floor shall be less than six (6) inches
above the elevation of the top of the curb at the center of the lot.

Section 11. No portion of the within described premises 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 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.

Section 12. Every owner of any lot herein shall, at the expense of said owner, install sidewalks across the entire front of the lot in conformity with the City of Oregon requirements before completion and occupancy of any dwelling erected on said lot. If any legal action must be brought to enforce this provision, the owner of said lot shall be responsible for all expenses, legal or otherwise, in enforcing this provision.

Section 13. No sod or earth shall be removed from any lot except to permit building foundations. No dirt shall be removed from the subdivision without the written consent of the owner.

Section 14. The Declaration of Restrictions shall also provide that in no event will any wood stockade type fences be allowed within the subdivision. The only allowable fence will be a three rail split rail fence with “hog wire” or its equivalent to be used to effect an impermeable barrie, and polyvinyl fencing no more than five (5) feet high in total. (1' of top of fence must be lattis work made of same material).

Section 15. A minimum assessment, per lot, of $100.00 Dollars per calendar year which funds shall be used, at the sole discretion of the Owner, for the maintenance, upkeep, repair and replacement of common area landscaping, identification signage and other types of signage, fencing, sprinkler systems, lighting and utilities and such other common improvements as may be installed by the Owner. At the time each lot is closed, the first year's assessment shall be collected on a pro-rated basis. Thereafter, each annual assessment shall be due and payable on January 1st of each calendar year and the Owner shall have the right of lien in the event such assessment is
not paid on January 31st of each calendar year. The common area may be turned over to the Bayside Estates Association not later that the sale of the last lot in the Bayside Estates subdivision and all of its Plats have been developed. At that time, the Homeowners Association shall have the right to alter the assessment according to rules and regulations formulated for the conduct of the business of the Homeowners Association.

Section 16. The front yard (on interior lots) and the front and side yard facing the dedicated right of way (on corner lots) shall be hydro-seeded or scaded within ninety (90) days after the residence constructed thereon has been completed unless winter weather conditions prohibit landscaper from doing so in which case it shall be completed as soon as practicable in the ensuing spring season.
ARTICAL 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 restriction 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 Owner, its 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 Owner and Owner or its successors or assigns, or its agents, shall not thereby be deemed guilty or 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 any 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 of effect of the rest of this Declaration.

Section 5. Owner reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 1 of Artical One hereof.

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

Section 7. The rights, privileges and powers herein retained by Owner shall be assignable and shall inure to the benefit of its successors and assigns.
IN WITNESS WHEREOF, Orchard Development Co. Inc., an Ohio Corporation has caused this Declaration to be signed on the day and year first above written.

WITNESSED:

Orchard Development Co. Inc.
an Ohio Corporation.

By: Aysen Riza, President

By:

STATE OF OHIO
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County, personally appeared Aysen Riza, officer of said Orchard Development Co. Inc., an Ohio Corporation and who acknowledged that they did sign said instrument as officer of said corporation and that the same is their free act and deed and the free act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 day of DEC, 1995.

MELINDA K. SHEEHY
Notary Public

RECEIVED &Recorded
DEC 04 1995
SUE RIOUX
RECORDER, LUCAS COUNTY OHIO

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