BAYSIDE ESTATES
PLAT 2

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DECLARATION OF RESTRICTIONS

As to Bayside Estates Plat 2
A Subdivision in the City of Oregon
Lucas County, Ohio

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee of 626 Madison Avenue, Toledo, Ohio 43604 (hereinafter referred to as "Trustee"), is the record owner of the following described real estate:

Lots Numbers twenty-three through forty-seven (23-47), both inclusive, in Bayside Estates Plat 2, a subdivision in the City of Oregon, Lucas County, Ohio, (hereinafter referred to as "premises" and/or Bayside Estates Plat 2);

WHEREAS, Trustee holds title for the benefit of Orchard Development Company, an Ohio corporation, (hereinafter referred to as "Developer"), with its principal place of business being 3465 Navarre Avenue, P.O. Box 167205, Oregon, Ohio, 43616.

WHEREAS, Developer desires to establish a general plan for the development of Bayside Estates Plat 2 and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in the subdivision which will make the lots more attractive for residential purposes and will protect present and future owners of the lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of the property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Bayside Estates Plat 2,
in the City of Oregon, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I

Use of Land

1. Lot numbers twenty-three through forty-seven (23-47) in Bayside Estates Plat 2 shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not more than four (4) car capacity which may be made an integral part of the residence dwelling, and an inground swimming pool subject to the provisions of Article V, Item 6 hereof. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling, provided that such parcel is not smaller than the smallest lot in the subdivision. However, no grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

2. 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 unreasonable disturbing activity shall be carried on upon any part of Bayside Estates Plat 2, nor shall anything be done thereon which may be or become an annoyance or nuisance in Bayside Estates Plat 2. Specifically, no spirituous, vinous or fermented liquors of any kind shall be

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manufactured or sold, either at wholesale or retail, upon the premises, no industry, business, or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon such premises, 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 the premises (except wells for lawn and landscape watering, which shall be first have been approved as provided under Article II hereof), nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land.

3. No trailer, basement, tent, shack, garage, barn, mobile home, or other temporary shelter or housing devise shall be maintained or used as a residence, temporarily or permanently in Bayside Estates Plat 2. No dwelling erected in Bayside Estates Plat 2 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 under Article II hereof.

4. No boats, trailers, motor homes, recreational vehicles, motor coaches, or trucks (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so called), shall be parked, stored or suffered to remain on the premises or on the streets. All such vehicles, if stored on any lot, shall be housed within a garage building. All vehicles must be parked on and within the boundaries of a paved driveway or, in the alternative, within a garage building. No vehicles under repair, in storage, or incapable of being operated shall be on the
5. No lot shall be used for the storage of scrap, scrap iron, water, paper, 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 the structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from the lots without the written approval of Developer, or its successors and assigns.

6. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot. Developer, its successors and assigns, reserves 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 and not becoming a nuisance to the owners or inhabitants of Bayside Estates Plat 2.

7. 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 a garage building or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by Developer, its successors and assigns.

8. No signs of any character, other than signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located, shall be erected, placed, posted or otherwise
displayed on or about any lot without the written approval of Developer, its successors and assigns, and Developer, its successors and assigns, shall have the right and discretion to prohibit, restrict and control the size, construction, material wording, location and height of all such signs. Developer, its successors and assigns, reserves the right to erect small structures and place signs on any unsold lots or improvements thereon.

9. All electric house services shall be underground, other than those to structures existing on the date hereof, which may remain above ground.

10. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of Bayside Estates Plat 2. The foregoing provisions of this Item 10 shall be subject to the provisions of Article V, Item 6, hereof.

11. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of Bayside Estates Plat 2 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 the lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants,
statuary, fountains, fences, hedges, walls or other enclosures which shall first have been approved as provided under Article II hereof for the purpose of beautifying the lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

12. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No television towers, satellite dishes, or other towers for any purpose shall be permitted on any lot.

13. Notwithstanding any provision contained in this Declaration of Restrictions, Developer, its successors and assigns, shall not be prohibited from the construction and use of construction and/or sales office(s) and model home(s) on one or more lots in Bayside Estates Plat 2.

14. No above-ground swimming pool shall be installed on any lot. No inground swimming pool shall be installed in Bayside Estates Plat 2, until the plans, specifications and a plot plan showing the location of swimming pool has been approved in writing by the Architectural Control Committee.

15. No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat and all such basketball backboards, wherever erected, shall be approved in writing by the Architectural Control Committee.
ARTICLE II

Approval of Plans

1. Developer, its successors and assigns and two (2) nominees appointed by Developer, its successors and assigns, who shall each serve six (6) month terms, shall act as the Architectural Control Committee to which plans and specifications for structures and other improvements (including, but not limited to, basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures) must be submitted for examination and approval before any erection of improvements shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a lot. The aforesaid detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. At least four (4) copies of such plans and specifications must be furnished to the Architectural Control Committee, so that the Architectural Control Committee may retain a true copy thereof for retention with its records and provide each member thereof with a true copy of the same. Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its rights and duties as a member of such Architectural Control Committee from time to time, and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such
assignment or relinquishment, signed by Developer, or by its successors and assigns, is filed for record in the Recorder's Office of Lucas County, Ohio.

2. In requiring the submission of detailed plans and specifications as herein set forth, Developer, its successors and assigns, has in mind the development of Bayside Estates Plat 2 as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee 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 constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in Bayside Estates Plat 2 as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

3. Developer, or its successors, assigns and/or nominees, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Bayside Estates Plat 2.

4. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee 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 improved improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions and covenants.

ARTICLE III

Homeowners' Association

1. At any time after the sale of any of the lots in Bayside Estates Plat 2, Developer, or its successors and assigns, may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Bayside Estates Homeowners' Association" or a name similar thereto, hereinafter referred to as "Association", and upon the formation of such Association, every owner (meaning a full building site), shall become a member therein and each owner shall be entitled to one (1) vote on each matter submitted to a vote of members for each lot owned by the person, persons or it; provided, however, where title to a lot is in more than one (1) person, such co-owners, acting jointly, shall be entitled to only one (1) vote.

2. The Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt reasonable rules and regulations, as it may deem advisable, for the maintenance, conservation and beautification of the premises and for the health, comfort, safety and general welfare of residents on the premises and all parts of the premises shall, at all times, be maintained subject to such rules and regulations.

3. The Association, if deemed necessary by vote in person or by written proxy of two-thirds (2/3) of its members, shall establish dues assessable against each lot for the maintenance of
the common areas that are within Bayside Estates Plat 2, for the maintenance of the lawns, shrubs and signs.

4. Upon the sale of all lots in Bayside Estates Plat 2, Developer, or its successors and assigns, will, by an instrument in writing in a nature of an assignment, vest the Association with all rights, privileges and powers herein retained by Developer, its successors and assigns and the assignment shall be recorded in the Recorder's Office of Lucas County, Ohio.

ARTICLE IV

Easements

1. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities on, over, below or under all of the areas designated at "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, on the plat of Bayside Estates Plat 2 and along and upon all highways now existing or hereafter established and abutting all the lots in Bayside Estates Plat 2. Developer also reserves to itself, and to its successors and assigns, the right to go upon or commit any public or quasi-public utility company to go upon the lots in Bayside Estates Plat 2 from time to time to install, maintain and remove such equipment, trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Easement", "Utility Easement", "Drainage Easement", or with words of similar import, upon the plat.
of Bayside Estates Plat 2. The term "structures", as used in the foregoing portion of this paragraph, shall include those structures in the nature of houses, garages, other buildings and swimming pools, but shall not include lot improvements such as driveways and fences. No owner of any lot in Bayside Estates Plat 2 will have the right to reserve or grant any consents, easements, or rights-of-way on or over any of the lots in Bayside Estates Plat 2 without the prior written consent of Developer, or its successors and assigns.

ARTICLE V
Other Matters

1. Invalidation of any of the restrictions and covenants contained herein by judgment or court order or amendment hereof by act of the owners of lots in Bayside Estates Plat 2 shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

2. Any notice required to be sent to any owner of a lot in Bayside Estates Plat 2 or to Developer, its successors and assigns, to the Architectural Control Committee or to the Association, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to Developer, its successors and assigns, or to any member of the Architectural Control Committee or to any officer of the Association, as such address appears on the applicable public records or on the records of the Architectural Control Committee or in the minutes of the Association.

3. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer, its
successors and assigns, shall be assignable and shall inure to the benefit of the successors and assigns of Developer.

4. Each lot owner, by acceptance of the deed to a lot in Bayside Estates Plat 2, agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, its successors and assigns, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown of the plat of Bayside Estates Plat 2, or of the yard requirements stated herein or of any other provisions of these restrictions and covenants would work a hardship; Developer, its successors and assigns, may, in writing, modify these restrictions, as to such lot, so as to permit the erection of such building or the making of the proposed improvement. Developer, its successors and assigns, shall not be limited in its exercise of its aforesaid right to modify these restrictions and covenants by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

5. In the event of a material change in conditions or circumstances from those existing at the time these restrictions and covenants are adopted which would cause the enforcement of these restrictions and covenants to become a hardship upon any of the owners of lots in Bayside Estates Plat 2, or which would cause such restrictions and covenants to cease being beneficial to the owners of such lots, Developer, its successors and assigns, after giving written notice given by ordinary U.S. mail to the fee owners of all lots in Bayside Estates Plat 2 and after receiving the
written approval of the holders of the record fee title to seventy-five percent (75%) or more of the lots in Bayside Estates Plat 2, may modify these restrictions and covenants so as to remove the hardship, or make the restrictions and covenants so as to be beneficial to all lot owners. The provisions of this Item 5 shall not be construed as a limitation upon the right of Developer, its successor and assigns, to modify the provisions of this Declaration of Restrictions as provided herein, nor shall it limit the provisions of Article V hereof.

6. Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by an owner.
7. The location of any and all driveways shall and remain as now established upon any lot, or, if not now established, shall be determined by the Architectural Control Committee in writing at the time of the approval of the plans as specifications for the dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Bayside Estates Plat 2, except as now located or determined in writing by the Architectural Control Committee. Complete specifications for construction of any driveway shall be submitted to the Architectural Control Committee and its approval thereof endorsed thereon in writing.

8. The Architectural Control Committee shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb, in order that all such areas of Bayside Estates Plat 2 be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box of similar type, look and quality.

9. It shall be a requirement that street trees, as defined by the Street Tree Code of the City of Oregon, be installed and planted as a part of each lot in Bayside Estates Plat 2. Each lot owner shall plant only those street trees as are listed on the approved Street Tree List, as adopted by the Street Tree Commission of the City of Bayside Estates Plat 2 from time to time and as are set forth in the approved Street Tree Plan submitted by Developer to such Commission. Each lot owner shall plant such street trees within one (1) year from the date of
purchase and closing of the lot or at the time of construction of the residence dwelling, whichever time or event first occurs. The trunks of such street trees shall have a diameter of between at least one and one-half (1 1/2) and one and three-quarters (1 3/4) inches, measurement taken at twelve (12) inches up from the base of the tree. The roots of such street trees will be balled and burlapped, such street trees will be staked and such street trees will be planted, subject to the Street Tree Plan referred to above, between the curb and the public sidewalk. In the event of a violation of the requirements of this paragraph, then Developer shall have the right, without notice to the lot owner, to cause such street trees to be planted at the sole cost and expense of the lot owner which expense shall include construction costs plus fifteen percent (15%), as and for contracting, supervision and other related Developer’s costs.

ARTICLE VI

Duration of Restrictions, Amendments

1. Each grantee of Developer, or its successors and assigns, by the acceptance of the deed to a lot in Bayside Estates Plat 2, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdictional rights and powers of Developer, or its successors and assigns, created or reserved by this Declaration of Restrictions or by plat or deed restrictions heretofore recorded and all easements, rights, benefits and privileges of every character hereby granted, created, or reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein 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 covenant or provision herein contained shall give Developer, or its successors and assigns, or the Association, or its agents, the right (a) to enter upon the lot or lots upon which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of the lot or lots any structure, thing or addition that may exist thereon contrary to the intent and meaning of the provision hereof and Developer, or its successor and assigns, or the Association, 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.

2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all Mortgages, Deeds of Trust in the nature of a Mortgage, now or hereafter executed, encumbering the premises and none of the 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 the premises 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 heirs, successors or assigns shall hold any and all of the premises purchased or acquired subject to all of the restrictions,
covenants, conditions, agreements, and other provisions of this Declaration.

3. These restrictions and covenants shall run with the land and shall be binding upon Developer, its successors and assigns, and all persons claiming under or through them until the 13th day of February, 2017, at which time these restrictions and covenants shall be automatically extended for successive periods of ten (10) years.

4. These restrictions and covenants may be amended prior to February, 2017, with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Bayside Estates Plat 2, which amendment shall become effective from the day after the filing in the Recorder’s Office of Lucas County, Ohio of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

WITNESS our hands this 13th day of February, 1997.

WITNESSES:

Signed Here: 
Printed Here: 
By: 
Its: 
Date:

Signed Here: 
Printed Here: 
By: 
Its: 
Date:

Signed Here: 
Printed Here: 
By: 
Its: 
Date:

Orchard Development Company
STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public in and for said County and State, personally appeared the above named John W. Martin, President on behalf of Louisville Title Agency, of N.W. Ohio, Inc. who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at ______________, Ohio, this 15th day of February, 1997.

[Signature]

NOTARY PUBLIC

STATE OF OHIO  
COUNTY OF LUCAS  

Before me, a Notary Public in and for said County and State, personally appeared the above named Ayseh E. Riza, President on behalf of Orchard Development Company, who acknowledged that she did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at ______________, Ohio, this 12th day of February, 1997.

[Signature]

NOTARY PUBLIC

RECEIVED & RECORDED
FEB 13 1997
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO 18

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