Blue Grass Farms
Plat II

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BLUE GRASS FARMS
PLAT II

DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN BLUE GRASS FARMS PLAT II

Whereas, Port Lawrence Title and Trust Company, Trustee for Mix Enterprises, hereinafter referred to as the owner, with its principal place of business at 1845 Eastgate Boulevard, Toledo, Ohio 43614, hold title in fee simple to the following described parcels of land located in Village of Whitehouse, Lucas County, Ohio, to wit:

Lot numbers 1 through 13 both inclusive, in Blue Grass Farms Plat II,
A Subdivision in the Village of Whitehouse

And said parcels will hereafter be referred to as Blue Grass Farms Plat II recorded March 5 2004,
At Volume 1 Page _____ of Plats.
20040305-0016378
Blue Grass Farms Plat II proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable single-family residential district. These restrictions constitute a general plan applicable to the development and use of said plat and all of the lots thereof, and shall be binding upon all of them.

Said restrictions hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be and are as follows:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1. The word "restrictions" or "restriction" 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 the 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 these Declaration of Restrictions is intended to mean any place 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 more or less than a single lot.

5. The word "yard" a 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 word "side yard" as used in this Declaration of Restrictions is intended to mean a yard between a building and the side line of the plot on which the building is located, and extended from the front line to the rear line of said plot, and being the minimum ten (10') feet horizontal distance between a side plot line and the side of said building or any projection thereof.

7. Mix Enterprises shall have the right to construe and interpret these restrictions, and its construction or interpretations, 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 restrictions 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 plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without the expressed written consent of Mix Enterprises.

9. 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.

10. If, in the opinion of Mix Enterprises, the shape of, dimensions, number of structures or typography of the lot or plat on which a building, structure, or improvement is to be made, is such that a strict construction of these reservations or restrictions would work a hardship, Mix Enterprises, may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure of building or the making of the proposed improvements.

ARTICLE II
USE OF LAND

1. Except as hereinafter provided, all the land in Blue Grass Farms Plat II shall be used for residential purposes only and for no other purposes. No more than one residence shall be built for any one plot, no two residences will feature the same exterior façade.

2. Any structure or building erected or maintained upon said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building. Garages shall be attached (minimum two car), side load to the residence. Said garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, recreational trailer, house 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 Mix Enterprises as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials. Siding must be all earth tone colors (no blue or yellow siding).

4. No structure or building, or part thereof including porches, verandas, or other projections other than roof overhangs from said buildings shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear lines, than shown as building lines on the recorded plat of Blue Grass Farms Plat II or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Mix Enterprises hereinafter provided.

5. All one (1) story homes shall be a minimum of twenty one hundred (2100) square feet or one and one-half (1 ½) story buildings shall not have less than twenty four hundred (2400) square feet of living area. All two (2) story homes shall not have less than twenty four hundred (2400) square feet of living area.

6. No well for gas, water, oil or other substances, shall at any time whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises. Underground sprinklers must be installed with a minimum front and side yard coverage on premises.

7. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said lot or otherwise, shall be erected or maintained upon said lot or building thereon without the consent of Mix Enterprises being first obtained in writing. The right is reserved by Mix Enterprises to erect a small structure or signs on any unsold lots on any unsold lots or plots.

8. No animals, horses, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except Mix Enterprises may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats, or other household pets which are not and will not become a nuisance to the owners and inhabitants of Blue Grass Farms.

9. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said lot 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 on any building.

10. No boat, boat trailer, house trailer, motor home, or truck of any type shall be parked, kept or stored on any lot unless completely within the closed garages. No trailer, tent, shack, or motor home of any type will be permitted on any said lot.

11. 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. Mix Enterprises may establish additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage.

12. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained, or permitted upon said premises. The premises shall not be used in any way or for any purpose that may endanger the health, or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

13. No dwelling erected in said Blue Grass Farms Plat II 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. An owner must complete approved structures within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residence lot may be stored thereon but, if not incorporated in said structure within ninety (90) days after their delivery to such lots, shall be removed therefrom. No dirt shall be removed from said development without the written approval of Mix Enterprises.

14. No portion of the within described premises nearer to any street to the building set-back 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 drive of otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for 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 anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

15. Two Bradford Pear trees two (2") inch diameter and ten (10') feet high are to be planted in the right of way along the curb before occupancy.

16. No garages or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor until the size, location, type, style or architecture, cost and use of the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garages, including the driveway approach, and garage entrance shall have been first approved in writing by Mix Enterprises and a true copy of said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

ARTICLE III
APPROVAL OF PLANS

1. Mix Enterprises, it's successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to: fences, swimming pools, signs wall landscaping, automobile driveways, a streetscape has been designed for this

development, it must be adhered to with respect to size and location), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made to such erections or improvements. Mix Enterprises hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire.

2. No fences, swimming pool, hedge, wall, storage shed, out buildings , satellite dishes, or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Mix Enterprises obtained therefore, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep, and any general conditions pertaining thereto that said consent may name. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by Mix Enterprises provided such "split rail" fences are not over five (5) feet in height and are not placed any nearer than the front set-back line of the house. However, the erection of "chain link" fences and storage sheds is specifically and permanently prohibited. No invisible fencing in the front yard.

3. Mix Enterprises reserves the sole and exclusive right to establish grades and slopes of the plot, 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 said Blue Grass Farms. The building elevations set on the site grading plan shall be strictly adhered to. A request for modification can only be approved by Mix Enterprises and only if it does not adversely affect the adjoining lots.

4. Main roof line of house minimum 6/12 Pitch, architectural shingles and siding required. Minimum seventy five (75%) percent exterior brick on front elevation. Mailboxes to be purchased from Mix Enterprises.

5. In all instances where plans and specifications are required to be submitted to and are approved by Mix Enterprises, 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 IV
EASEMENTS

1. Mix Enterprises reserves to itself, the exclusive right to grant consents, easements, and right-of-ways for construction, operation and maintenance of electric light, telephone and telegraph poles, wires, cablevision wires, and conduits, including underground facilities, for electric, water, gas sewer and other utilities, conduits and facilities, on, over, below, or under all the areas designated as "utility easement", "sewer easement", or with words similar import on said Plat II of Blue Grass Farms and along and upon all highways now existing or hereafter established and abutting all the lots in said Blue Grass Farms Plat II. Mix Enterprises also reserves to itself, the right to go upon or permit any public utility company to go upon the plots in said Blue Grass Farms Plat II from time to time to install and maintain such equipment and to trim trees and shrubbery which may interfere with the successful and

convenient operation of such equipment. No buildings or other structures, or any part thereof shall be erected or maintained over or upon any part of the areas designated at "utility easement", "sewer easement", or words of similar import said recorded plat of Blue Grass Farms Plat II. The term "building" or other "structure" as used in the foregoing portions of this Article V of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences. No owner of any lots in Blue Grass Farms Plat II shall have the right to reserve or grant any easement or right-of-way upon or over any of the lots in said Blue Grass Farms Plat II, without the written consent of Mix Enterprises.

ARTICLE V
RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Mix Enterprises is granted the right to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a lot in the aforesaid condition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many restrictions hereby imposed or any of the provisions shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

ARTICLE VI
PROPERTY OWNER'S ASSOCIATION

1. At any time after the sale of ninety (90) percent or more lots in Blue Grass Farms Plats I and II, Mix Enterprises may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Blue Grass Farms Property Owner's Association", or a name similar thereto, and upon the formation of such association, every owner (meaning a full binding site) shall become a member therein, and each such owner, including Mix Enterprises shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such so-owners acting jointly shall be entitled to but one vote.

2. The Property Owner's Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable to the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said

property, and all parts of said property shall at all times be maintained subject to such rules and regulations. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the entrance, and cul-de-sac lands contained in Blue Grass Farms Plats I and II and/or for the other maintenance providing general benefit for the subdivision.

3. Upon the sale of all lots in this subdivision, Mix Enterprises and Port Lawrence Title and Trust Co. will be an instrument in writing in the nature of an assignment, vest the Property Owner's Association with all the rights, privileges and power herein retained by the Mix Enterprises which said agreement shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE VII
DURATION OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Blue Grass Farms Plat I and II and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, successors and assigns.

2. A violation of any of the rules and regulations adopted by Mix Enterprises shall be deemed a violation of this Declaration and may be adjoined as herein provided.

3. Mix Enterprises reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.

IN WITNESS WHEREOF, Mix Enterprises has caused this Declaration to be signed by its Owners on the day and year first above written.

PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE

BY: Fred C. Meyer Vice Pres.

BY: Margretta R Laskey President

WITNESS BY:

_____

_____

STATE OF OHIO }
COUNTY OF LUCAS } ss:

On this 3 day of March, 2004, before me, a Notary Public in and for said County

And State, appeared Fred C. Meyer, VP & Margretta R. Laskey, Pres. on behalf of said corporation for Port Lawrence Title and Trust Company, Trustee.

_____
Notary Public

NOTARY PUBLIC STATE OF OHIO
CORLYN J. PATTERSON
Notary Public, State of Ohio
My Commission Expires 7-28-08

BLUE GRASS FARMS
PLAT II

DEED RESTRICTION REQUIREMENTS - HIGHLIGHTS

Minimum Square Footage Requirements:
One Story 2100 square feet, One and one-half or Two Story 2400 square feet.

Ten Foot Side Yards (10' off property line on each side of property).

Earth Tone Colors (No blue or yellow siding).

Two Bradford Pear Trees 2" diameter and 10 feet tall in right of way.

Roof Pitch – Minimum 6/12.

Architectural shingles and siding required.

Brick on Front Elevation – Minimum 75%.

Uniform Mailboxes are Required.
(contact developer)

All plans must be approved by Robert F. Mix, Developer.

Return:
Fort Lawrence Bapt/Fcm
483269