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DECLARATION OF RESTRICTIONS
CARMELLA GARDENS PLAT I
A Subdivision in Springfield Township, Lucas County, Ohio

THIS DECLARATION, made and entered into by SAN A. TISCI, INC., an Ohio Corporation, this 30th day of June, 1972.

WITNESSETH:

WHEREAS, Sam A. Tisci, Inc. holds title in fee simple to certain parcels of land situated in Springfield Township, Lucas County, Ohio, hereinafter referred to as "CARMELLA GARDENS PLAT I" and described as follows:

Lots Numbers 1 through 101 and Lot A in Carmella Gardens Plat I, a Subdivision in Springfield Township, Lucas County, Ohio; and

WHEREAS, Sam A. Tisci, Inc. has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land known and hereafter referred to as CARMELLA GARDENS PLAT I:

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

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

WHEREAS, Sam A. Tisci, Inc. desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Carmella Gardens, certain easements and rights in, over and to Carmella Gardens and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned Lots in Carmella Gardens and to impose hereby certain restrictions on such Lots in said Carmella Gardens;

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 Carmella Gardens as an architecturally harmonious, artistic, and desirable residence district, Sam A. Tisci, Inc., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Carmella Gardens hereafter 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.-Duration of Restrictions. These covenants and restrictions shall bind and run with the land and shall be binding upon said owner and all persons claiming under or through it, said owner and/or mortgagees, until twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by the then owners of a majority of the lots in Carmella Gardens it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be recorded in the Office of the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

Section 2. Lots numbers one (1) through six (6) in Carmella Gardens shall be known as townhouse or condominium lots and shall be used for multi-family private residential purposes. Lots numbers seven (7) through one hundred one (101) in Carmella Gardens shall be used
and occupied exclusively for private residential purposes by a single family and no other uses shall be permitted thereon without the prior written approval of Sam A. Tisci, Inc. Lot A is established as a private park subject to conveyance by Sam A. Tisci, Inc. to Springfield Township for park purposes and/or subject to reversion to Sam A. Tisci, Inc. as hereinafter provided in Section 9.

Section 3. Sam A. Tisci, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the plat of Carmella Gardens, 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 Carmella Gardens, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 4. Sam A. Tisci, Inc. 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 and 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 5. Sam A. Tisci, Inc. reserves 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 6. 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 than the building set-back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by Sam A. Tisci, Inc. in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections therefrom.

Section 7. No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications thereof showing the size, location, grade elevations, type, style of architecture, use and materials of construction thereof, the color scheme thereof, and the grading plan of lot, which detailed plans and specifications shall have been first permanently lodged with and approved in writing by Sam A. Tisci, Inc., its successors or assigns.

Section 8. No dwelling on lots numbers seven (7) through one hundred one (101) in Carmella Gardens shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area (excluding garage and basement) less than 1400 square feet, unless in the opinion of Sam A. Tisci, Inc. the plan submitted is both of such design merit and sufficient cost to merit approval regardless of floor area; and no dwelling on said lots numbers seven (7) through one hundred one (101) shall be erected, reconstructed, placed or suffered to remain upon said lots unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage of not less than 400 square feet.
Section 9. Lot A in Carmella Gardens Plat I is established as a private park to be maintained by Sam A. Tisci, Inc. only until 90% of the lots are sold by Sam A. Tisci, Inc. and then by the respective lot owners in Carmella Gardens Plat I in accordance with the rules and regulations to be adopted by said lot owners. Sam A. Tisci, Inc. will convey Lot A without consideration other than the obligation to maintain said lot for park purposes to Springfield Township for park land purposes when sufficient land is acquired by Springfield Township from the area to the east of Carmella Gardens Plat I to enable said park to function adequately as a neighborhood facility as determined by Springfield Township. Upon said conveyance the obligation of the lot owners or Sam A. Tisci, Inc. to maintain said lot for park purposes shall terminate. In the event a park area of sufficient size is contributed from the acreage abutting on the east side of Carmella Gardens Plat I to replace Lot A as a park, as determined by the Lucas County Plan Commission, then Lot A shall revert to Sam A. Tisci, Inc. for single family private residential purposes.

Section 10. 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. No fence, hedge, wall, or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Sam A. Tisci, Inc. shall have been first obtained thereof, 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 so that the same may conform to the general plan.
Section 11. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas or oil, shall at any time, whether intended for temporary or permanent purposes, 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. No pole, lamp post, antenna tower, recreational equipment such as basketball court backboard, or gas meter, whether for use in connection with radio, telephone, television, electric power or any other purpose, and 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 Sam A. Tisci, Inc. to erect small structures and place one identification sign on the property during the construction period.

Section 12. 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 lots or tract. Sam A. Tisci, Inc. 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 a nuisance to the owners or inhabitants of Carmella Gardens.

Section 13. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers or a revolving type not higher than seven feet from the ground. 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.
Section 14. All rubbish, and debris, combustible and non-combustible, and all garbage shall be stored in enclosed container, 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 Sam A. Tisci, Inc., its successors or assigns.

Section 15. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Carmella Gardens, except that a boat may be stored in the garage completely hidden from view. No trailer, tent, shack, barn, house car, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Carmella Gardens.

Section 16. No dwelling erected in said Carmella Gardens 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. 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. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Sam A. Tisci, Inc.

Section 17. The parcel of land upon which a dwelling is to be constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, may include one lot or part of one, two or more lots delineated on the recorded plat of Carmella Gardens, but only with the written consent of Sam A. Tisci, Inc.
Section 18. In all instances where plans and specifications are required to be submitted to and are approved by Sam A. Tisci, Inc., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

ARTICLE TWO

Section 1. Each grantee of Sam A. Tisci, Inc., 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 Sam A. Tisci, Inc., created or reserved by this Declaration or by plat or by deed restrictions herefore 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 Sam A. Tisci, Inc., its successors or assigns, the right (a) to enter upon the land 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 Sam A. Tisci, Inc., and Sam A. Tisci, Inc., or its 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 restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Sam A. Tisci, Inc. reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained.

Section 6. The rights, privileges and powers herein retained by Sam A. Tisci, Inc. shall be assignable and shall inure to the benefit of its successors and assigns.

Section 7. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Sam A. Tisci, Inc.
IN WITNESS WHEREOF, Sam A. Tisci, Inc. has caused this
Declaration to be signed on the day and year first above written.

Signed by Sam A. Tisci, Inc., by Sam A. Tisci, President, and
Janet M. Tisci, Secretary.

Two witnesses.

Acknowledged June 30, 1972 by said officers, by authority of
its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal.)

Received for record July 7, 1972 and recorded in Volume 1517
of Mortgages, page 246.