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

THIS DECLARATION, made and entered into by SAM A TISCI, INC., an Ohio corporation, this 5th day of July, 1975.

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 II" and described as follows:

Lot Numbers 102 through 214 and Lot A in Carmella Gardens Plat II, 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 II;

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
shown on the plat of Carmella Gardens Plat II, 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 incidentals 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 Plat II, 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 incidentals 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 therein, 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
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 Plat II, certain easements and rights in, over and to Carmella Gardens Plat II and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned Lots in Carmella Gardens Plat II and to impose hereby certain restrictions on such Lots in said Carmella Gardens Plat II;

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 Plat II 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 Plat II 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 restric-
tions 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 Plat II 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 acknow-
ledged 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 succes-
sive periods mentioned herein and shall be effective and opera-
tive 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 hundred two (102) through
one hundred seven (107) in Carmella Gardens Plat II shall be
known as townhouse apartments or condominium lots and shall be
used for multi-family private residential purposes. Lots numbers
one hundred eight (108) through two hundred fourteen (214) in
Carmella Gardens Plat II 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 Town-
ship for park purposes 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
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 one hundred eight (108) through two hundred fourteen (214) in Carmella Gardens Plat II 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 one hundred eight (108) through two hundred fourteen (214) 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 II is established as a private park to be maintained by Sam A. Tisci, Inc. only until 75% of the lots are sold by Sam A. Tisci, Inc. and then by the respective lot owners in Carmella Gardens Plat II in accordance with the rules and regulations to be adopted by said lot owners. Upon request Sam A. Tisci, Inc. will convey Lot A without consideration to Springfield Township for park purposes. Upon said conveyance the obligation of the lot owners or Sam A. Tisci, Inc. to maintain said lot for park purposes shall terminate.

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 spiritous, 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 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. 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 Plat II.

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 containers, 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 Plat II, except that a boat may be stored in the garage completely hidden from view. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Carmella Gardens Plat II.
Section 16. No dwelling erected in said Carmella Gardens 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 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 Plat II, 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 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 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.

SAM A. TISCI, INC.

By Sam A. Tisci, President

Janet M. Tisci, Secretary

Two Witnesses.

Acknowledged July 5, 1975 by said corporation, by said officers and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (Seal).

Received for record July 9, 1975 at 8:36 A.M., and recorded in Volume 3081 of Mortgages, page 15.
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
CARMELLA GARDENS PLAT II

A Subdivision in Springfield Township, Lucas County, Ohio.

Pursuant to the provisions of ARTICLE TWO, Section 5, of the
Declaration of Restrictions of Carmella Gardens Plat II, a Subdivision
in Springfield Township, Lucas County, Ohio, which was dated July 5, 1975
and filed for record on July 9, 1975 in Volume 3081 of Mortgages, pages
15–26, inclusive, ARTICLE ONE, Section 2, is hereby amended and modified
to provide as follows:

Section 2. Lots numbers one hundred two (102) through one
hundred seven (107) in Carmella Gardens Plat II shall be designated for
multi-family residential purposes and may be used, sold, rented or
leased for town houses, apartments, condominiums or other type multiple
family occupancy. Lots numbers one hundred eight (108) through two
hundred fourteen (214) in Carmella Gardens Plat II 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 as hereinafter provided in Section 9.

IN WITNESS WHEREOF, Sam A. Tisci, Inc. has caused this First
Amendment to the Declaration of Restrictions of Carmella Gardens Plat II
to be signed this 21st day of August, 1975.

SAM A. TISCI, INC.

By Sam A. Tisci, President
Janet M. Tisci, Secretary

Two Witnesses.

Acknowledged August 21, 1975 by said corporation, by said officers
by authority of its Board of Directors before a Notary Public, Lucas
County, Ohio, Seal.

Received for record September 5, 1975 at 3:57 P.M., and recorded
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
CARMELLA GARDENS PLAT II

A Subdivision in Springfield Township, Lucas County, Ohio

Pursuant to the provisions of ARTICLE TWO, Section 5, of the Declaration of Restrictions of Carmella Gardens Plat II, a Subdivision in Springfield Township, Lucas County, Ohio, which was dated July 5, 1975 and filed for record on July 9, 1975 in Volume 3081 of Mortgages, pages 15-26, inclusive, ARTICLE ONE, Section 2, is hereby amended and modified to provide as follows:

Section 2. Lots numbers one hundred two (102) through one hundred seven (107) in Carmella Gardens Plat II shall be designated for multi-family residential purposes and may be used, sold, rented or leased for town houses, apartments, condominiums or other type multiple family occupancy. Lots numbers one hundred eight (108) through two hundred fourteen (214) in Carmella Gardens Plat II 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 as hereinafter provided in Section 9.

IN WITNESS WHEREOF, Sam A. Tisci, Inc. has caused this First Amendment to the Declaration of Restrictions of Carmella Gardens Plat II to be signed this 21st day of August, 1975.

WITNESSETH:

SAM A. TISCI, INC.

By

Sam A. Tisci, President

Janet M. Tisci, Secretary

John McCarthy
STATE OF OHIO                         SS:
COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Sam A. Tisci and Janet M. Tisci of said Sam A. Tisci, Inc. who acknowledge that they did sign said instrument as President and Secretary of said Sam A. Tisci, Inc. in behalf of said company and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of Sam A. Tisci and Janet M. Tisci as such officers and the voluntary act and deed of said corporation for the use and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 1st day of August, 1975.

[Signature]
Notary Public

MARLENE V. HANCO
Notary Public, Lucas County, Ohio
My Commission Expires May 18, 1977

This instrument was prepared by:

John F. McCarthy, Esq.