Eagle’s Landing Plat V

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DECLARATION OF RESTRICTIONS
AS TO
EAGLE'S LANDING SUBDIVISION, PLAT V
A Subdivision in the City of Oregon, Lucas County, Ohio
Lot Numbers One Hundred Thirty-Eight (138) Through One Hundred Forty-Seven (147)

THIS DECLARATION, made and entered into this 14th day of May, 2004, by RIGG BUILDERS, LTD., an Ohio Limited Liability Corporation, hereinafter called “Developers”, whose mailing address is 7730 Brown Road, Curtice, OH 43412.

WHEREAS, Developers are the owners in fee simple of a certain parcel of land situated in the City of Oregon, Lucas County, Ohio hereinafter referred to as Eagle’s Landing Subdivision Plat V, and more particularly described as follows: Lots #138-147 Eagles Landing Subdivision, Plat V; and described in attached Exhibit A; and

WHEREAS, Developers have caused a plat of the above-described land to be prepared and recorded, which plat provided for:

1. Subdivision of said land known and hereinafter referred to as Eagle’s Landing Subdivision Plat V;
2. The dedication to public use of certain streets and ways therein; and
3. The reservation of certain easements therein for installation and maintenance of public utility service; and

WHEREAS, Developers desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Eagle’s Landing Subdivision, certain easements and rights in, over and to Eagle’s Landing Subdivision, and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Eagle’s Landing Subdivision and to impose hereby certain restrictions on such lots in said Eagle’s Landing Subdivision;

NOW THEREFORE, in consideration of these premises and in consideration of the enhancements in value of the above-described land, and to afford purchasers protection in the use and occupancy thereof, for the purpose for which the same are designated, and to provide a uniform general plan for the improvement, development, use, occupancy, enjoyment of said Eagle’s Landing Subdivision as an architecturally harmonious, artistic and desirable residence
district, Developers, the owners, for themselves, their heirs and assigns, do hereby declare, covenant and stipulate that each lot in Eagle’s Landing Subdivision shall hereafter be sold, conveyed or transferred by Developers, their heirs and assigns, including transfers by operation of law, shall hereafter be deemed sold, conveyed or transferred, subject to the following covenants, conditions, agreements and restrictions to-wit:

**ARTICLE ONE**

**Section 1.** Lots 138 through 147, both inclusive in Eagle’s Landing Subdivision Plat V (hereinafter referred to as “lots”) shall be known and described as residential lots and shall be used and occupied solely for private residence purposes by a single family, including their family servants, and no other than one (1) single family, private residence purpose building, hereinafter for convenience called “dwelling”, shall be erected, reconstructed or placed or suffered to remain thereon, and no part of any lot in Eagle’s Landing Subdivisions shall be used for any nonresidential purpose, except as otherwise provided herein, or as specifically permitted by the provisions hereof.

**Section 2.** Developers reserve to themselves, their heirs and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of each lot or condo lot, as shown on the plat of Eagle’s Landing Subdivision designated as utility right-of-ways for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure or any part thereof shall be erected or maintained upon any part of the property in Eagle’s Landing Subdivision, over or upon which easements for installation and maintenance of public utilities and storm sewers will be or have been granted.

**Section 3.** Developers reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes, cablevision and conduit or other public utility facility, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.
Section 4. Developer reserves sole and exclusive right to do and establish grades and
slopes on the residential lots in said Eagle’s Landing Subdivision and fix the grade in which any
residence shall hereafter be erected and or placed thereon, so that the same may conform to the
general plan. Developer shall not be liable for enforcement of any grades so fixed or established.

Section 5. No dwelling or any addition thereto, or any alterations thereof, shall be
erected, reconstructed, placed or suffered to remain on any lot, unless or until the size, location,
type, style of architecture, use, materials and construction thereof, and the color scheme therefor,
the grading plan of the lot, including the grade elevations of said dwelling, the plat plan showing
the proposed location of said dwelling upon any lot, and the plans, specifications and details of
said dwelling shall have been approved in writing by Developers, their heirs or assigns, and two
(2) copies of said plans, specifications and details shall have been lodged permanently with
Developer. No dwelling except such as conform to said plans, specifications and details shall be
erected, reconstructed, placed or suffered to remain upon any lot.

Developer, its successors and assigns, shall act as the Architectural Control Committee to
which detailed drawings, plans and specifications (the “Plans”) for structure and other
improvements (including but not limited to basements, swimming pools, tennis courts, fences,
walls, bridges, dams, driveways, hedges, and other enclosures, and satellite dishes and similar
devices) must be submitted for examination and approval before any erection or improvement
shall be made upon any residential lot and before additions, changes or alterations may be made to
any structure or other improvement then situated on a residential lot. The Plans shall show the
size, location, type, architectural design, quality, use, material construction, color scheme and
grading plan for the residential lot and the finished grade elevation thereof and shall be prepared
by a competent architect or draftsman. The Plans must be furnished to the Architectural Control
Committee in sufficient numbers so that the Architectural Control Committee may retain a true
copy thereof for retention with its records. Developer 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 the Architectural Control Committee from time to time and for such 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 the Developer or by its successors and assigns, is filed for record with the Lucas County, Ohio Recorder.

In requiring submission of the Plans as herein set forth, Developer contemplates the development of the Property as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential 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 residential lots in the Property as a whole.

Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

In all instances where Plans are submitted to and approved by the Architectural Control Committee, if, subsequent to receiving such approval, there shall be any variance from the approved Plans in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

Section 6. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lot nearer the front or street line or lines than the building setback line or lines shown upon the plat of said subdivision nearer to any sideline or realline than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed on the front, side and rear lines of said lot, shall apply to and include porches, verandahs, porte-cochere, and other similar projections of said dwelling.

Section 7. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area, excluding garage, porches and basement, less than 1,800 square feet, in the event said structure is a single story, and; 2,000 square feet in the event said structure is a story and a half, and; 2,200 square feet in the event said structure is a two story dwelling. All construction shall be custom, stick-built, on site. No modular or panelized construction of any
kind shall be allowed. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises unless, in addition to the floor area above specified and required, said dwelling shall include an attached two-car garage of not less than 450 square feet.

The exterior of the front of each dwelling shall be brick, stone, “dryv-it” (stucco type material), or a combination of brick, stone, wood and “dryv-it”. (stucco type material) and the sides and rear of the dwelling shall have a minimum of 30 inches of brick, stone or “dryv-it” (stucco type material). Aluminum or vinyl siding can be utilized for the exterior sides and rear of the dwelling above the brick or stone. Other siding material may be used only after receipt of written consent from Developer. All outside chimneys shall be brick, stone or “dryv-it” (stucco type material). It shall be a requirement that sidewalks, as approved by the City of Oregon, be installed and constructed at the cost of the lot owner, at the time of construction of the residence. All homes in Eagle’s Landing Subdivision must have a minimum of 6/12-roof pitch. All mailboxes must be identical in size, design, and color to meet the specifications furnished by Developer. No alterations to mailboxes shall be approved. All dwellings shall have overhangs of not less than 12”, the exterior of which may be clad in vinyl or aluminum.

Section 8. That portion of each lot lying between the building setback line and the street or streets shall be used only for lawn purposes. Nothing herein contained, however, shall be construed as preventing the use of such portions of any lot or walks for the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary, fountains and similar ornamentation, for the purpose of beautifying any lot, but no vegetables or grains of the ordinary garden or field variety shall be grown upon such portion thereof, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon any lot, and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purposes, shall be erected, placed or suffered to remain upon any lot until written consent of Developer shall have been first obtained therefor, and shall be subject to the terms and conditions of said consent as to its type, height, width, color and any upkeep in a general condition pertaining thereto that said consent may name.

All fences shall be split rail fences not more than four (4) feet in height. No trees, shrubs or landscaping shall be planted in such a manner as to overhang the real property line of any lot.
abutting the golf course. A lot owner may place wire between the horizontal rails, and the bottom rail and the ground. No fence shall be erected or maintained closer to the street than the rear of the dwelling, and shall not be erected or maintained until approved by Developer.

**Section 9.** No aboveground pools shall be erected, placed or suffered to remain upon any lot. In-ground swimming pools may be erected, placed or suffered to remain on a lot only with the approval of Developer as to design, size, location and landscaping. Any pool house shall compliment the design of the dwelling and must be approved by The Architectural Control Committee.

**Section 10.** All driveways and approaches shall be concrete or brick construction. No stone or asphalt driveways shall be permitted, placed or suffered to remain upon any lot.

**Section 11.** No spirits, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. 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, shall be erected, placed or suffered to remain on 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 enjoyment of the owner or owners of any adjoining land. No pole, television antenna tower, satellite dish exceeding 24” in diameter, no permanent basketball backboard and pole, 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 the said premises. No sheds, barns or utility buildings shall be erected, placed or suffered to remain on said premises. The right is reserved by Developers 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 lot or improvements thereon. A Builder erecting a dwelling may place an identification sign on the property during the construction.

**Section 12.** Except for normal household pets, no animals, rabbits or poultry of any kind, character or species shall be kept on or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lot. Developer shall have the right to create reasonable regulations governing the keeping within a dwelling of domestic dogs, cats or other household pets,
calculated not to be a nuisance to the owners or inhabitants of Eagle’s Landing Subdivision.

All rubbish, garbage and debris (combustible and non-combustible) on residential lots shall be stored in underground containers or entirely within the garage or basement. Additional regulations for the storage, maintenance, and disposal of rubbish, garbage, debris and leaves may from time to time be established by the Developer, its successors and assigns, or the Association (as hereinafter defined).

Section 13. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lawn, except in the rear yard and except on removable folding umbrella clothes dryers. 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. No boats, boat trailer, house trailer, motor home, recreational vehicle, motor coach or truck (except pickup trucks or vans not exceeding one (1) ton) shall be parked, stored or suffered to remain within Eagle’s Landing Subdivision, whether on a lot or in a street, unless parked or stored within a garage out of view. No trailer, tent, shack, barn, housecar, playhouse, unattached greenhouse, treehouse or outbuilding of any kind shall be permitted in Eagle’s Landing Subdivision.

Section 15. No lot shall be used for storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon said lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within eight (8) months of the date beginning of construction. Contractor shall be responsible for cleanup of builder materials during and after construction.

Section 16. No dwelling erected in Eagle’s Landing Subdivision 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. No sod, dirt or gravel, other than incident to construction of approved structure shall be removed from said lot without the approval of Developers.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by Developers, 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 in violation of these restrictions.

Section 18. The parcel of land upon which the dwelling is to be constructed and/or
maintained, together with the land adjacent thereto and used in conjunction therewith, may
include one (1) or two (2) or more lots delineated on the recorded plat of Eagle's Landing
Subdivision.

No owner of any lot shall have any rights or privileges to use the Golf Course Lots or the
Eagle’s Landing Golf Club or any preference or advantage with respect to consideration for
membership in Eagle’s Landing Golf Club, by virtue of said lot ownership. Residential lot owners
may apply for membership in Eagle’s Landing Golf Club in the same fashion and pursuant to the
same criteria, requirements and considerations as the general public.

Notwithstanding anything else contained herein, it is acknowledged and agreed by all lot
owners that the Developer, its successors and assigns, and/or the owner(s) of the Golf Course
shall have the right at any time or times to construct and erect a privacy fence or fences along any
portion of the perimeter of the Golf Course. Such fence or fences may be erected at the sole
discretion of the Developer, its successors and assigns, and/or the owner(s) of the Golf Course,
for purposes of screening the golf course, clubhouse and related facilities from unsightly rear yard
conditions at any residential lot, or for any other reason.

Notwithstanding anything else contained in this Declaration, the owner(s) of the Golf
Course, from time to time, shall have the right to use and divert water from any and all ponds,
lakes and other bodies of water located on the Golf Course, in unlimited quantities, for purposes
of the irrigation, watering and maintenance of the golf course and related facilities on the Golf
Course. The ponds are not to be used by any residential lot owner for any purpose whatsoever.
Under no circumstances shall the Association or the owner of any residential lot have the right to
diminish, control or affect the level, volume or amount of water located in the Drainage Ditch or
in any pond, lake or other body of water located on the Golf Course.

No owner of any residential lot shall permit any discharge or erosion of soil, dirt, sediment
or other materials from such owner's residential lot into the lakes, the Drainage Ditch, or any
other pond, lake or body of water on the Property or the adjacent Property, whether before,
during or after the construction of any structure or residence dwelling on such residential lot.

Any necessary maintenance (as determined by the Lucas County Engineer, or otherwise) of the Lakes, the Drainage Ditch or any other ponds, lakes and bodies of water located on the Property, shall be responsibility of the owner(s) of the Golf Course. The cost of any such maintenance shall be paid by the Golf Course owner(s). However, all owner(s) of residential lots adjacent to ponds shall allow said Golf Course owner(s) ingress and egress across their property for the performance of said maintenance. A twenty-foot (20’) easement for pond maintenance shall be maintained adjacent to and abutting any ponds or lakes, no fences, shrubs, trees or other obstacles shall be placed or suffered to remain upon said easement.

Section 19. Each grantee of Developers, by acceptance of the deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and power of Developers, created or reserved by this declaration or by plat or 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 as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of every restriction or condition or the breach of any covenant or provision herein contained shall give Developers, their heirs and assigns, the right:

A. To enter upon the land which, or as to which, such violation or breach exist, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure or thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developers shall not thereby be deemed guilty of any manner or trespass; or

B. In the continuance of any breach, said breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Developers, their heirs or assigns.

Section 20. All restrictions, covenants and 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 mortgage now or hereafter executed, or 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 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 21. None of the restrictions proposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.

Section 22. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restrictions or provisions, shall not impair or affect in any manner the validity, enforceability of affect the rest of this Declaration.

Section 23. Developers hereby establish the Eagle’s Landing Subdivision Association which shall consist of all of the owners of real estate located within Eagle’s Landing Subdivision. 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 owned by more than one (1) person, such co-owners acting jointly shall be entitled to but one vote.

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

The Association may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

Section 24. The officers of the Association shall be elected as provided in the By-Laws, shall exercise the power, discharge the duties and be vested with the rights conferred by the By-Laws and this Declaration upon the Association, except as otherwise specifically provided. Officers of the Eagle’s Landing Subdivision Association may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The By-Laws 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 By-Laws of the Association shall provide for an annual meeting of the Owner's 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 Eagle's Landing Subdivision; a meeting may be called by the President of Eagle's Landing Subdivision Association by the giving of notice in a newspaper of general circulation as approved above.

The rules, regulations or By-Laws adopted by the Eagle's Landing Subdivision 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 25. An owner who leases his lots or the improvements constructed thereon, shall be required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of the Declaration of Restrictions, the Association's Articles of Incorporation and By-Laws, if any, and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days; provided, however, that the minimum initial term of any such lease shall be six (6) months.

Violation of any of the rules and regulations adopted by owner or by the Association formed pursuant to this lease restrictions shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 26. The rights, privileges and powers herein retained by Developers shall be assignable to and shall inure to the benefit of their heirs and assigns. Said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

Section 27. These covenants and restrictions shall run with the land and shall be binding upon the Developers and all persons claiming under and through the developers until the first day of May, 2017, at which time these covenants and restrictions shall be automatically extended for
successive periods of ten (10) years. These covenants and restrictions may be amended to May 1, 2017, with written approval of not less than two-thirds (2/3) of the eligible voters as set forth in Section 23 of this Declaration of Restrictions for the lots in Eagle's Landing Subdivision, which amendment shall become effective from and after its filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment was signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of May 1, 2017, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Eagle's Landing Subdivision upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Rigg Builders, Ltd., has hereunto set its hands this 14th day of May, 2004.

RIGG BUILDERS, LTD.

Mark E. Rigg, Operating Manager and Member

Joseph S. Rigg, Member
STATE OF OHIO, OTTAWA COUNTY, ss:

The foregoing instrument was acknowledged before me this 14th day of May, 2004, by Mark E. Rigg and Joseph S. Rigg, being all of the members of Rigg Builders, Ltd.

Notary Public – State of Ohio

THIS INSTRUMENT PREPARED BY:

ERNEST E. COTTRELL, JR.
21980 W. State Rte. 51
Genoa, Ohio 43430
(419) 855-9955 Phone
(419) 855-9933 Fax
LEGAL DESCRIPTION

PARCEL I. Part of the Southwest 1/4 of Section 24, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

Beginning at a concrete monument found at the Southeast corner of Lot 45, Eagles Landing Plat One, a Subdivision in the City of Oregon, as recorded in Volume 139, Pages 39 and 40, Lucas County Plat Records;

thence North 20°58'05" West along the Northeasterly line of Lots 45 and 36 in said Eagles Landing Plat One, a distance of 375.77 feet to a concrete monument found;

thence North 35°18'35" West along the Northeasterly line of Lots 36 and 35 in said Eagles Landing Plat One, a distance of 35.33 feet to a point;

thence North 69°01'55" East, a distance of 433.75 feet to a point;

thence South 20°58'05" East, a distance of 410.00 feet to a point;

thence south 69°01'55" West, a distance of 425.00 feet to the point of BEGINNING;

Containing 4.0037 acres of land, more or less.

The bearings referred to herein are assumed and are for the purpose of determining angular differences only.

Mark Rig
7730 Brown Rd
Curtice Ohio 43412