ESTATES OF BLUE CREEK

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DECLARATIONS OF RESTRICTIONS
AS TO LAND LOCATED IN ESTATES OF BLUE CREEK

WHEREAS, Reynolds Construction Company, an Ohio Corporation, hereinafter referred to as the "owner", holds title in fee simple to the following described parcels of land situated in the Village of Whitehouse, Lucas County, Ohio:

Lots numbers One (1) through Sixteen (16), both inclusive, in Estates of Blue Creek, a subdivision in the Village of Whitehouse, Lucas County, Ohio.

WHEREAS, the owner, desires to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in Estates of Blue Creek.

WHEREAS, all lot owners in Estates of Blue Creek join in said restrictions by consent thereto:

WHEREAS, Estates of Blue Creek is a subdivision in the Village of Whitehouse, Lucas County, Ohio, which has been subdivided and laid out into lots and recorded in Volume _____ at Page _____ of the Plat Records of the Recorder of Lucas County, Ohio.

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvements, responsibilities and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in Estates of Blue Creek, in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable residential district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

In consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Estates of Blue Creek as an architecturally harmonious, artistic and desirable residential district, Reynolds Construction Company for itself, its successors and assigns, hereby declares and stipulates that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in Estates of Blue Creek hereafter be conveyed by said owner, its legal representatives,

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successors and assigns, subject to these restrictions:

1. These covenants and restrictions are to run with the land and shall be binding on Reynolds Construction Company, its successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of the majority of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

2. All lots, subdivisions of lots, and portions of Estates of Blue Creek shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private detached or attached garage for not more than three cars for the sole use of the occupier of said premises. Location and design of any detached garage must be approved by the Building Committee. Not more than one residence shall be built upon any lot.

3. No noxious or offensive trade or activity shall be carried on in Estates of Blue Creek nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of scrap metal, wood, building materials, paper, glass, junk or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land sale office by the developer and those in privity with it); or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes.

Any commercial vehicle, boat, mobile home, car, trailer or other similar device, vehicle or equipment if stored on any lot in Estates of Blue Creek, shall be housed within a garage or building.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.
5. The type of residential structure which shall be permitted shall be the conventional two-story house, the story and a half house, the one story "ranch type" house and the tri-level house (oftentimes called split-level or bi-level).

The exterior construction of any and all buildings shall be vinyl, aluminum, brick veneer, stone, wood, or if another material it must be of a quality and make approved by the Building Committee.

6. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

7. No so-called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of ten (10) feet in width.

8. No fence shall be erected or maintained closer to the street than the rear of the house, unless expressly approved by the Building Committee in writing before construction of said fence.

9. No outside electrical or other operating unit which emits sound or is otherwise noxious may be placed either in the sideyard or nearer to the side lot line than the distance from the nearest main side wall adjacent to said lot line. All outside electrical or other operating units must not be farther than three feet from the rear wall of each main dwelling structure, except that in an emergency or under special conditions of circumstances, the Building Committee, in its sole discretion may determine and permit said units to be placed in other locations, but such determination and permission must be obtained in writing prior to constructing or locating any such unit.

10. No out building, fence, hedge, wall, walk, satellite receiving equipment or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until two (2) sets of the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by at least a majority of a Building Committee consisting of Charles J. Reynolds, Mark C. Reynolds, and Jon L. Strole or the survivors of them. One (1) set of plans and writings submitted to the Building Committee may be retained by it. In the event of the resignation, death or failure to act by a Building Committee member, the remaining member or members shall have the power to appoint his successor or successors. The above Building Committee then shall serve until another
Building Committee is elected as hereinafter provided. The
Building Committee shall have the right to refuse to approve
any plans or specifications or grading plans, which are not
desirable or suitable, in its sole and exclusive opinion, for
aesthetic or other reasons; and in so passing upon such
plans, specifications, and grading plans, the Building
Committee shall have the right to take into consideration all
of the restrictions contained herein and shall further have
the right to consider whether or not the external design,
grading, and the location of the buildings, fences, hedges,
walls, walks or other structures, gradings or plantings
conform and are harmonious with the existing buildings in
said plat and surrounding territory. In the event such
Building Committee shall fail to approve or disapprove such
plans, specifications and grading plans within sixty (60)
days after the same have been submitted to it, then such
approval will not be required, provided, however, the design
of the structure, size, construction and its location on the
building site conform to and are in harmony with existing
buildings in Estates of Blue Creek and the restrictions
contained herein, the members of the Building Committee shall
not be entitled to any compensation.

11. A perpetual easement is reserved to the
undersigned, its legal representatives, successors and
assigns, across space designated on the recorded Plat as an
easement right-of-way for utility installations, removal,
repairs and maintenance, together with the free right of
entry for purposes of maintaining grade and drainage and
other lawful and proper purposes, the Said Reynolds
Construction Company, its legal representatives, successors
or assigns designated in writing, shall have the right in
such spaces therein designated for utility installation to
enter upon the same for utility installation, repair and
maintenance without notice to any owner.

12. A perpetual easement is dedicated, established, and
reserved to the undersigned, its legal representatives,
successors and assigns, over those portions of each lot which
are presently or may hereafter be made part of the drainage
system for the plat and which are sometimes called drainage
swales, or drainage waterways. Said easement is for the
benefit of the entire plat and shall include the right of
removal, repair and maintenance together with the free right
of entry for maintaining grade and drainage and other lawful
and proper purposes. Each lot owner is particularly
restricted from impeding, transferring or otherwise affecting
water flow and drainage, and in addition, undersigned, its
legal representatives, successors, or assigns shall have the
right to enter said easement without notice to owner. No
improvements of any kind are allowed or permitted within the
limits of said easements except by undersigned, its
successors and assigns.
13. If any lot owner or tenant thereof, or any other occupant of any lot in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to seek legal or equitable relief by proper court action to correct any such violation, or to recover damages or other dues for such violation.

14. When all lots have been sold by the present owner, the Building Committee may appoint successors consisting of the then lot owners and thereafter the Building Committee shall be elected by majority vote of lot owners.

15. No permanent or semi-permanent recreation facility (expressly including basketball courts, swimming pools, patio and backyards) addition, outbuilding or fence may be erected, constructed or maintained without express written approval by the Building Committee. Violation of this restriction shall allow the Building Committee to come on the premises and dismantle such structure.

16. Sidewalks - All lots in this plat must have sidewalks along the entire frontage of each lot and be installed as directed by the Village of Whitehouse. Such walks shall be four (4) feet in width and four (4) inches thick except at driveways where they must be six (6) inches thick.

17. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Reynolds Construction Company, its successors, legal representatives and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

18. Invalidation of any one or any part thereof, of the foregoing covenants of restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land herein before described as:

Lots number one (1) through sixteen (16) in Estates of Blue Creek, a Subdivision in the Village of Whitehouse, Lucas County, Ohio.
Reynolds Construction Company, as owner, hereby declares and establishes the foregoing restrictions and covenants and executes the same at Toledo, Ohio this 24th day of June, 1995.

Signed, acknowledged, delivered and witnessed in the presence of:

Stanley J. Criswell
By: Charles J. Reynolds, President

D. Linda Anderson
By: Jon F. Strole, Secretary

State of Ohio
Lucas County

Before me a Notary Public in and for said County personally appeared Charles J. Reynolds, President and Jon F. Strole, Secretary, of Reynolds Construction Company, an Ohio Corporation, who acknowledged that they did sign said instrument as such officer of said corporation in behalf of said corporation and by authority of its Board of Directors; that said instrument is the voluntary act and deed of the said Charles J. Reynolds, President, and Jon F. Strole, Secretary, as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

In Testimony Whereof, I have heretounto subscribed my name and affixed my official seal this 24th day of June, Nineteen Hundred and Ninety-five.

Notary Public

This instrument prepared by: REYNOLDS CONSTRUCTION COMPANY

Received & Record

SUE SIOUX CO., OHIO

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